

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

November 12, 2020

5:00 P.M.

Meeting Will Be Conducted Via Video Conference

AGENDA

PUBLIC PARTICIPATION

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

OBSERVE:

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

- To observe the meeting by video conference, please click on this link: You are invited to a Zoom webinar.

When: November 12, 2020, 5:00PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION FULL BOARD MEETING November 12, 2020 5:00 PM

Please click the link below to join the webinar:

<https://zoom.us/j/92685017216>

Or iPhone one-tap :

US: +16699006833,,92685017216# or +12532158782,,92685017216#

Or Telephone:

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

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 926 8501 7216

International numbers available: <https://zoom.us/u/aj8UZOGUY>

COMMENT:

There are two ways to submit public comments.

- To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” is available at:

<https://support.zoom.us/hc/en-us/articles/205566129> - Raise-Hand-In-Webinar.

- To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing *6.

If you have any questions, please email Bkong-brown@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT ITEMS

- a) Approval of Board minutes from October 22, 2020

4. OPEN FORUM

5. APPEALS*

- a) T19-0326, Williams v. Crane Management
- b) T19-0186, T19-0235, Didrickson v. Commonwealth Management
- c) T17-0590, Bradley v. Brooks

6. ACTION ITEMS

7. INFORMATION AND ANNOUNCEMENTS

- a. Legislative Updates (Office of the City Attorney)
 - Amendments to Just Cause for Eviction Ordinance
 - Rent Adjustment Program Regulations
 - Appendix A to Rent Adjustment Regulations

8. COMMITTEE REPORTS AND SCHEDULING

9. ADJOURNMENT

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. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email sshannon@oaklandca.gov or call (510) 238- 3715 or California relay service at 711 by 5:00 P.M. one day before the meeting.

*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

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 sshannon@oaklandca.gov o llame al (510) 238-3715 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 sshannon@oaklandca.gov 或致電 (510) 238-3715 或 711 California relay service.

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

October 22, 2020

5:00 P.M.

**VIA ZOOM CONFERENCE
OAKLAND, CA**

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:00 p.m. by Chair, R. Stone.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
T. HALL	Tenant			X
R. AUGUSTE	Tenant			X
H. FLANERY	Tenant Alt.	X		
Vacant	Tenant Alt.			
R. STONE	Homeowner	X		
A. GRAHAM	Homeowner	X		
S. DEVUONO- POWELL	Homeowner	X		
E. LAI	Homeowner Alt.			X
J. MA POWERS	Homeowner Alt.			X
K. FRIEDMAN	Landlord	X		
T. WILLIAMS	Landlord	X		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

Staff Present

Oliver Luby
Barbara Kong-Brown

Deputy City Attorney
Senior Hearing Officer, Rent Adjustment
Program

Board Chair R. Stone amended the Agenda to welcome the new Director of Housing and Community Development, Shola Olatoye, who addressed the Board. She commended the RAP staff, under the leadership of Chanee Franklin Minor, quickly transiting to the virtual world, remote hearings and support, which was no easy feat. She

stated that this was in addition to the important work around the eviction moratorium, ensuring that Oakland residents know their rights. A campaign “Know your Rights” was launched. She noted so many residents face housing insecurity issues, including loss of a job or issues with a landlord or management agent, and it is critical that up to date information and resources are provided.

Ms. Olatoye discussed concerns of residents facing issues such as housing insecurity and job losses, and stated it was critical to provide updated information and resources. She announced a \$5 million grant for rental assistance and recovery, with up to \$4,000 in assistance for residents and up to \$20,000 assistance for homeowners. These funds are being deployed in partnership with “Keep Oakland Housed.” She noted this is not a silver bullet and larger, more comprehensive solutions are needed. HCD will try to make sure that current resources are made available to Oakland residents.

The key focus is protection, production, and preservation. It is important to hear from the Board and Oakland residents. She discussed a micro pulse survey in partnership with the University of Pennsylvania sent to residents, asking how they were doing during the quarantine. A response by approximately one-third of those surveyed indicated concern over what is going to happen in the fall.

She stated that HCD is working to identify new resources, determine how to produce new units for the unsheltered, and the costly work of building new units. She thanked the Board for its service and leadership and looks forward to continued collaboration and partnership.

3. CONSENT ITEMS

- a) Approval of Board Minutes from October 8, 2020, Full Board Special Meeting

Graham moved to approve the Rent Board minutes from October 8, 2020. K. Friedman seconded.

The Board voted as follows:

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

Nay: None

Abstain: H. Flanery

The motion carried.

4. OPEN FORUM

None

After consideration of the appeal in T19-0458, Kaiser v. Goldstone, Chair R. Stone re-opened Open forum

Lucky Thomas, In It Together

- Stated his group, consisting of small property owners of duplexes and triplexes, met with Ms. Franklin Minor and Ms. Olatoye. They stated that the exemptions for these types of properties were removed and they provided recommendations. They request an opportunity to review the amendments and request that the ad hoc committee consider their recommendations.

James Vann

- Stated that the City Council passed the Efficiency Ordinance and requested clarification of what is meant by “An appeal officer may be a staff member”?

Chair R. Stone stated that this question should be noted for Ms. Franklin Minor.

5. APPEALS

- a) T19-0186, T19-0235, Didrickson v. Commonwealth Co.

This case was postponed.

- b) T19-0451, Kaiser v. Goldstone

The tenant appellant did not appear. A. Graham moved to dismiss the appeal pending a showing of good cause. T. Williams seconded.

The Board voted as follows:

Aye: A. Graham, R. Stone, S. Devuono-Powell, T. Williams, K. Friedman, H. Flanery

Nay: None

Abstain: None

The motion was approved by consensus.

- c) T19-0202, Pacheco v. Newsome

Appearances:	Jill Broadhurst,	
	Big City Property Group	Owner Representative
	Sheri Pacheco	Owner

The owner appellant representative argued that the tenant claims she never received the RAP notice. During the hearing she mentioned three times that she received the RAP notice. Toward the end of the hearing, upon coaching by the tenant representative, she changed her testimony to

say that she did not receive the RAP notice. The hearing decision was granted on the basis that the tenant did not receive the RAP notice.

The owner representative stated she had a copy of a RAP notice signed by the tenant. It was not entered into the Record at the time of the hearing but clarifies the facts and she requested that this information be considered as it supports the testimony that she received the RAP notice.

The owner stated that the date of the RAP notice signed by the tenant was in 2014.

The tenant representative argued that the hearing officer had the opportunity to make credibility assessments. The owner's argument is different from the arguments in his appeal brief, and even if true, is not listed in the appeal arguments. The owner had the opportunity to present this evidence at the hearing and did not do so.

Finally, even if it is true that the tenant signed a 2017 RAP notice, this does not make the prior rent increases valid because it is necessary to provide two RAP notices, one 12 months prior, and one concurrent with the current rent increase.

After arguments and rebuttal made by both parties, Board questions to the parties and the deputy city attorney, and Board discussion A. Graham moved to affirm the hearing decision. S. Devuono-Powell seconded the motion.

The Board voted as follows:

Aye: A. Graham, R. Stone, K. Friedman, S. Devuono-Powell, H. Flanery, T. Williams

Nay:

Abstain: None

The motion was approved by consensus.

6. ACTION ITEMS

None

7. INFORMATION AND ANNOUNCEMENT

a) Legislative Updates

Deputy City Attorney Luby reported that the Efficiency Ordinance was passed by the City Council on October 20, 2020.

8. COMMITTEE REPORTS AND SCHEDULING

a) Ad hoc committee

Committee Chair A. Graham stated that the committee met and will meet again next week. They want to get a draft to the public in a timely fashion and advance copies of the committee's recommendations will be available as soon as possible.

b) Remaining board meetings for 2020

Board Chair R. Stone asked about the schedule of the remaining board meetings for 2020. There are 3 meetings in November and 2 meetings in December 2020.

9. ADJOURNMENT

The HRRRB meeting was adjourned at 6:00 p.m. by Board Chair R. Stone.

Amendments to Just Cause for Eviction Regulations (MEASURE EE, CODIFIED IN THE OAKLAND MUNICIPAL CODE at 8.22.300, et seq.)

8.22.360 - Good Cause Required for Eviction.

8.22.360.A.2.

- a. A “material term of the tenancy” of the lease includes obligations that are implied by law into a residential tenancy or rental agreement and are an obligation of the Tenant. Such obligations that are material terms of the tenancy include, but are not limited to:
 - i. Nuisance. The obligation not to commit a nuisance. A nuisance, as used in these regulations, is any conduct that constitutes a nuisance under Code of Civil Procedure § 1161 (4). Provided that a termination of tenancy for any conduct that might be included under O.M.C. 8.22.360 A4 (causing substantial damage), A5 (disorderly conduct), or A6 (using premises for illegal purpose) and which also be considered a nuisance, can follow the requirements of those sections in lieu of this section (O.M.C 8.22.360 A2). Nuisance also includes conduct by the Tenant occurring on the property that substantially interferes with the use and enjoyment of neighboring properties that rises to the level of a nuisance under Code of Civil Procedures § 1161 (4).
 - ii. Waste. The obligation not to commit waste, as the term waste may be applicable to a residential tenancy under California Code of Civil Procedure § 1161. Waste, as used in these regulations, is any conduct that constitutes waste under Code of Civil Procedure § 1161 (4). Provided that a termination of tenancy for any conduct that falls under O.M.C 8.22.360 A4 (causing substantial damage) and might also be considered waste can follow the requirements of that section in lieu of this section (O.M.C 8.22360 A2).
- b. Repeated Violations for Nuisance, Waste or Dangerous Conduct.
 - i. Repeating the Same Nuisance, Waste, or Dangerous Conduct within 12 Months. The first time a Tenant engages in conduct that constitutes nuisance, waste or is dangerous to persons or property within any 12 month period, the Landlord must give the Tenant a warning notice to cease and not repeat the conduct. If the Tenant repeats the same or substantially similar nuisance, waste or dangerous conduct within 12 months after the Landlord served the prior notice to cease, the Landlord need not serve a further notice to cease, but may give a notice pursuant to Code of Civil Procedure § 1161 for the repeated conduct.
 - ii. Repeating Different Nuisance or Waste Conduct within 24 Months. The first two times a Tenant engages in different conduct that constitutes waste or a nuisance that interferes with the right of quiet enjoyment of other Tenants at the property, the Landlord must give the Tenant a warning notice to cease and not repeat the conduct. If within 24 months after the Landlord served the first of the two notices

to cease for the waste or nuisance conduct, the Tenant again engages conduct that constitutes waste or a nuisance that interferes with the right of quiet enjoyment of other Tenants at the property, the Landlord need not serve a further notice to cease, but may give a notice pursuant to Code of Civil Procedure § 1161 for the third incident of waste or nuisance conduct.

c. By giving a Tenant a notice that the Tenant has violated a material term of tenancy, the Landlord is not precluded from also noticing a possible eviction for the same conduct under a separate subsection of O.M.C. 8.22.360 so long as the notices are not contradictory or conflicting.

d. Reasonable and Unreasonable Refusal of Tenant's Written Request to Sublet or Add Additional Occupants

i. A Landlord may reasonably deny a Tenant's request to sublease, to replace a departing tenant, or to add an additional occupant in some circumstances including but not limited to:

(1) where the Landlord resides in the same rental unit as the Tenant;

(2) where the unit is restricted as affordable housing as defined by O.M.C. Section 15.72.030 and the request to add an occupant is deemed incomplete and inadequate due to failure to provide all documentation required for qualification of such occupant and the household, after the occupant's addition, under the rules restricting the housing;

(3) where the total number of occupants in the unit exceeds (or with the proposed additional occupant(s) would exceed) the lesser of:

(i) two persons in a studio unit, three persons in a one-bedroom unit, four persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-bedroom unit; or

(ii) the maximum number permitted in the unit under state law and/or other local codes as the Building, Fire, Housing and Planning Codes;

(4) where the proposed occupant will be legally obligated to pay some or all of the rent to the Landlord and the Landlord can establish the proposed additional occupant's lack of creditworthiness;

(5) where the Landlord has made a written request, which is within five (5) days of receipt of the Tenant's request, for the proposed occupant to complete the Landlord's standard form application or provide sufficient information to allow the Landlord to conduct a typical background check and the proposed occupant does not comply within five (5) days of receipt of the Landlord's request;

(6) where the Landlord can establish that the proposed occupant has intentionally misrepresented significant facts on the Landlord's standard form application or provided significant misinformation that interferes with the Landlord's ability to conduct a background check;

(7) where the Landlord can establish that the proposed occupant presents a direct threat to the health, safety or security of other residents of the property, or to the property itself;

(8) where the tenant refuses to identify the proposed occupant.

ii. A Landlord's denial of a Tenant's written request to replace a departing tenant or add an additional occupant shall be considered unreasonable in some circumstances, including but not limited to the following:

(1) denial based on the criminal history of the proposed occupant, if the tenancy is not exempt from the Fair Chance Access to Housing Ordinance (O.M.C. 8.25.010 et seq or successor provisions), including for proposed occupants who do not qualify as Applicants under the Fair Chance Access to Housing Ordinance;

(2) denial based on requirements that are more stringent than those imposed by the Landlord on other applicants, including on the existing Tenant at the inception of the tenancy;

(3) denial based on the Tenant's refusal to agree to an extended lease term or other changes in the terms of tenancy;

(4) denial based on the proposed occupant's lack of creditworthiness, if the occupant will not be legally obligated to pay some or all of the rent to the Landlord;

(5) denial based on the Tenant's refusal to provide a copy of the subtenancy agreement to the Landlord.

iii. When a request to add an occupant who will be legally obligated to pay some or all of the rent to the Landlord is denied based on the proposed occupant's lack of creditworthiness, a new request to add the same occupant as a subtenant may be submitted. Such new requests made for individuals without legal obligation to pay some or all of the rent to the Landlord may not be reasonably denied based on the proposed individual's lack of creditworthiness.

Amendments to Rent Adjustment Program Regulations

8.22.020 DEFINITIONS.

~~"1946 Notice" means any notice of termination of tenancy served pursuant to California Civil Code §1946. This notice is commonly referred to as a 30-day notice of termination of tenancy, but the notice period may actually be for a longer or shorter period, depending on the circumstances.~~

~~"1946 Termination of Tenancy" means any termination of tenancy pursuant to California Civil Code § 1946.~~

~~"Anniversary Date" is the date falling one year after the day the Tenant was provided with possession of the Covered Unit or one year after the day the most recent rent adjustment took effect, whichever is later. Following certain vacancies, a subsequent Tenant will assume the Anniversary Date of the previous Tenant (OMC 8.22.080).~~

~~"Appeal Panel" means a three-member panel of board members authorized to hear appeals of Hearing Officer decisions. Appeal Panels must be comprised of one residential rental property owner, one tenant, and one person who is neither a tenant nor a residential rental property owner. Appeal Panels may be made up of all regular board members, all alternates, or a combination of regular board members and alternates.~~

~~"Banking" means any CPI Rent Adjustment (or any rent adjustment formerly known as the Annual Permissible Rent Increase) the Owner chooses to delay imposing in part or in full, and which may be imposed at a later date, subject to the restrictions in the Regulations.~~

~~"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).~~

~~"Board" and "Residential Rent Adjustment Board" means the Housing, Residential Rent and Relocation Board.~~

~~"Capital Improvements" means those improvements to a Covered Unit or common areas that materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements must primarily benefit the Tenant rather than the Owner. Capital improvement costs that may be passed through to tenants include seventy percent (70%) of actual costs, plus imputed financing. Capital improvement costs shall be amortized over the useful life of the~~

~~improvement as set forth in an amortization schedule developed by the Rent Board. Capital improvements do not include the following as set forth in the regulations: correction of serious code violations not created by the tenant; improvements or repairs required because of deferred maintenance; or improvements that are greater in character or quality than existing improvements (“gold plating” “over improving”) excluding improvements approved in writing by the tenant, improvements that bring the unit up to current building or housing codes, or the cost of a substantially equivalent replacement.~~

~~“CPI—All Items” means the Consumer Price Index—all items for all urban consumers for the San Francisco—Oakland—San Jose area as published by the U.S. Department of Labor Statistics for the 12-month period ending on the last day of February of each year.~~

~~“CPI—Less Shelter” means the Consumer Price Index—all items less shelter for all urban consumers for the San Francisco—Oakland—San Jose area as published by the U.S. Department of Labor Statistics for the 12-month period ending on the last day of February of each year.~~

~~“CPI Rent Adjustment” means the maximum Rent adjustment (calculated annually according to a formula pursuant to OMC 8.22.070 B. 3) that an Owner may impose within a twelve (12)-month period without the Tenant being allowed to contest the Rent increase, except as provided in OMC 8.22.070 B. 2 (failure of the Owner to give proper notices, decreased Housing Services, and uncured code violations).~~

~~“Costa—Hawkins” means the California state law known as the Costa—Hawkins Rental Housing Act codified at California Civil Code § 1954.50, et seq. (Appendix A to this Chapter contains the text of Costa—Hawkins).~~

~~“Covered Unit” means any dwelling unit, including joint living and work quarters, and all Housing Services located in Oakland and used or occupied in consideration of payment of Rent with the exception of those units designated in OMC 8.22.030 A as exempt.~~

~~“Debt Service” means the monthly principal and interest payments on one or more promissory notes secured by deed(s) of trust on the property on which the Covered Units are located. NOTE: Debt Service for newly-acquired units has been eliminated as a justification for new rent increases in excess of the CPI pursuant to Ordinance No. 13221 C.M.S., adopted by the Oakland City Council on April 1, 2014.~~

~~“Housing Services” means all services provided by the Owner related to the use or occupancy of a Covered Unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.~~

~~“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.

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

“Owner” means any owner, lessor or landlord, as defined by state law, of a Covered Unit that is leased or rented to another, and the representative, agent, or successor of such owner, lessor or landlord.

“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 place of return. A Principal Residence is distinguishable for 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 shall 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.

“Rent” means the total consideration charged or received by an Owner in exchange for the use or occupancy of a Covered Unit including all Housing Services provided to the Tenant.

“Rent Adjustment Program” means the department in the City of Oakland that administers this Ordinance and also includes the Board.

“Regulations” means the regulations adopted by the Board and approved by the City Council for implementation of this Chapter (formerly known as “Rules and Procedures”) (After Regulations that conform with this Chapter are approved they will be attached to this Chapter as Appendix B).

“Security Deposit” means any payment, fee, deposit, or charge, including but not limited to, an advance payment of Rent, used or to be used for any purpose, including

~~but not limited to the compensation of an Owner for a Tenant's default in payment of Rent, the repair of damages to the premises caused by the Tenant, or the cleaning of the premises upon termination of the tenancy exclusive of normal wear and tear.~~

“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 master tenants, rather than directly to the owner to whom the master tenant(s) pay rent, for the housing services provided to the subtenant.

~~“Tenant” means a person entitled, by written or oral agreement to the use or occupancy of any Covered Unit.~~

~~“Uninsured Repairs” means that work done by an Owner or Tenant to a Covered Unit or to the common area of the property or structure containing a Covered 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.~~

8.22.025 SUBLEASES.

A. Maximum rent for subtenants

Where one or more master tenants reside with one or more subtenants in a covered unit, the maximum rent that a master tenant may charge a subtenant is no more than the proportional share of the total current rent paid to the owner by the tenants for the housing and housing services to which the subtenant is entitled under the sublease. The allowable proportional share of total rent may be calculated based upon the square footage shared with and/or occupied exclusively by the subtenant; or an amount substantially proportional to the space occupied by and/or shared with the subtenant (e.g. three persons splitting the entire rent in thirds) or any other method that allocates the rent such that the subtenant pays no more to the master tenant than the master tenant pays to the Owner for the housing and housing services to which the subtenant is entitled under the sublease. In establishing the proper initial base rent that the subtenant is charged, additional housing services (such as utilities) provided by, or any special obligations of, the master tenant, or evidence of the relative amenities or value of rooms, may be considered by the parties or the Rent Adjustment Program when deemed appropriate. Any methodology that shifts the rental burden such that the subtenant(s) pays substantially more than their square footage portion, or substantially more than the proportional share of the total rent paid to the Owner, shall be rebuttably presumed to be in excess of the lawful limitation.

B. Petitions

Subtenants in covered units may petition the Rent Adjustment Program to contest overcharges in violation of this section, as if the master tenant were the Owner. Such

petitions are not subject to the timing requirements of OMC 8.22.090.A.2. Any restitution awards for subtenant overcharges are limited to the period of three years preceding the the filing of the subtenant’s petition, except that no restitution shall be awarded for any period prior to [effective date – when approved by City Council]. This section shall not apply to agreements between master tenants and subtenants that terminated prior to [effective date – when approved by City Council].

* * *

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

Regulations regarding the justifications for a Rent increase in excess of the CPI Rent Adjustment 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.

* * *

8.22.090 PETITION AND RESPONSE FILING PROCEDURES.

A. Filing Deadlines

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.

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;

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-; and

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 Master Tenant responses to them are subject to the tenant petition and response requirements in this section. Staff shall serve on respondents copies of the completed petition forms accepted for filing with notification that the petition has been filed. Staff shall serve on petitioners completed response forms accepted for filing. Attachments to petitions and responses shall not be included but will be available to review upon request of either party.

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;

c. Evidence that the Owner has provided written notice, to all Tenants 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;

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. Master tenant responses to subtenant petitions described by Regulation 8.22.025 are not subject to the Owner response requirements in this section. Staff shall serve on respondents copies of the completed petition forms accepted for filing with notification that the petition has been filed. Staff shall serve on petitioners completed response forms accepted for filing. Attachments to petitions and responses shall not be included but will be available to review upon request of either party.

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.

* * *

8.22.110 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.

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;
 - 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.
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. 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.

RENT ADJUSTMENT BOARD REGULATIONS

APPENDIX A

EXCERPTS FROM OAKLAND CITY COUNCIL RESOLUTION NO. 71518

(SUPERSEDED)

RESIDENTIAL RENT ARBITRATION BOARD RULES AND REGULATIONS SECTIONS

2.0 AND 10.0 (all other section omitted, pages 1, 5-13, 21 omitted)

2.0 DEFINITIONS

2.1 Additional Occupancy Level: A number equal to the total number of occupants minus the base occupancy level, as defined by O.M.C 8.22.020 and Regulation 8.22.020.

2.2 Base Rent: The monthly rental rate before the latest proposed increase

2.32 Current Rent: To keep current means that the tenant is paid up to date on rental payments at the base rental rate.

2.43 Landlord: For the purpose of these rules, the term "landlord" will be synonymous with owner or lessor of real property that is leased or rented to another and the representative, agent, or successor of such owner or lessor.

2.54 Manager: A manager is a paid (either salary or a reduced rental rate) representative of the landlord.

2.65 Petitioner: A petitioner is the party (landlord or tenant) who first files an action under the ordinance.

2.76 Respondent: A respondent is the party (landlord or tenant) who responds to the petitioner.

2.87 Priority 1 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition(s)/repair(s) as a "Priority 1" condition when housing condition (s)/repair(s) are identified as a major hazardous or inhabitable condition(s). A "Priority 1" condition must be abated immediately by correction, removal or disconnection. A Notice to Abate will always be issued.

2.98 Priority 2 Condition: The City of Oakland Housing Code Enforcement Inspectors determine housing condition(s)/repair(s) as a Priority condition when housing condition (s)/repair(s) are identified as major hazardous or inhabitable condition(s) that may be deferred by an agreement with the Housing Code enforcement Section.

2.109 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 combustible 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

Priority 2

- A. Broken-down fences or retaining walls
- B. High, dry weeds, next to combustible surfaces
- C. Significant quantity of debris
- D. Abandoned vehicles

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

10.0 JUSTIFICATION FOR ADDITIONAL RENT INCREASES

10.1 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 10.2.2, cannot be considered a repair for calculation of Increased Housing Service Costs.

10.1.1 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.

10.1.2 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 10.2.2, may not be considered a repair for purposes of calculating Increased Housing Service Costs.

10.1.3 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).

10.1.4 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.

10.1.5 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.

10.1.6 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.

10.1.7 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).

10.1.8 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.

10.1.9 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.

10.1.10 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.

10.2 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.

10.2.1 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.

10.2.2 Eligible capital improvements include, but are not limited to, the following items:

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

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. 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.

10.2.3 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 ten percent (10%) of the existing Rent for a particular unit. 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 ten percent (10%) in a 12-month period or thirty percent (30%) in five years, 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 ten percent (10%) or thirty percent (30%), 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.

10.2.4 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.

10.2.5 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.

10.3 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

10.3.1 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.

10.3.2 Increases justified by Uninsured Repair Costs will be calculated as Capital Improvement costs.

10.4 Debt Service Costs: Debt Service Costs are the monthly principal and interest payments on the deed(s) of trust secured by the property.

Debt Service for newly-acquired units has been eliminated as a justification for new rent increases in excess of the CPI, effective April 1, 2014. This restriction will not apply to any property on which the rental property owner can demonstrate that the owner made a bona-fide, arms-length offer to purchase on or before April 1, 2014, the effective date of this amendment. The regulations previously in effect regarding debt service are attached to these Regulations as Exhibit 2.

10.5 Rent History/"Banking"

10.5.1 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.

10.5.2 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.

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

10.6 "Fair Return"

10.6.1 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.

10.6.2 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.

10.6.3 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.

10.7 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.

10.8 Tenant Not Residing in Unit as Principal Residence

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.

Exhibit 1
Amortization Schedule

<u>Improvement</u>	<u>Years</u>	<u>Improvement</u>	<u>Years</u>
<u>Air Conditioners</u>	10	<u>Heating</u>	
<u>Appliances</u>		Central	10
Refrigerator	5	Gas	10
Stove	5	Electric	10
Garbage Disposal	5	Solar	10
Water Heater	5	<u>Insulation</u>	10
Dishwasher	5	<u>Landscaping</u>	
Microwave Oven	5	Planting	10
Washer/Dryer	5	Sprinklers	10
Fans	5	Tree Replacement	10
<u>Cabinets</u>	10	<u>Lighting</u>	
<u>Carpentry</u>	10	Interior	10
<u>Counters</u>	10	Exterior	10
<u>Doors</u>	10	<u>Locks</u>	5
Knobs	5	<u>Mailboxes</u>	10
Screen Doors	5	<u>Meters</u>	10
<u>Earthquake Expenses</u>		<u>Plumbing</u>	
Architectural and Engineering Fees	5	Fixtures	10
Emergency Services		Pipe Replacement	10
Clean Up	5	Re-Pipe Entire Building	20
Fencing and Security	5	Shower Doors	5
Management	5	<u>Painting</u>	

Tenant Assistance	5	Interior	5
<u>Structural Repair and Retrofitting</u>		Exterior	5
Foundation Repair	10	<u>Paving</u>	
Foundation Replacement	20	Asphalt	10
Foundation Bolting	20	Cement	10
Iron or Steel Work	20	Decking	10
Masonry-Chimney Repair	20	<u>Plastering</u>	10
Shear Wall Installation	10	<u>Pumps</u>	
<u>Electrical Wiring</u>	10	Sump	10
<u>Elevator</u>	20	<u>Railing</u>	10
<u>Fencing and Security</u>		<u>Roofing</u>	
Chain	10	Shingle/Asphalt	10
Block	10	Built-Up, Tar and Gravel	10
Wood	10	Tile and Linoleum	10
<u>Fire Alarm System</u>	10	Gutters/Downspots	10
<u>Fire Sprinkler System</u>	20	<u>Security</u>	
<u>Fire Escape</u>	10	Entry Telephone Intercom	10
<u>Flooring/Floor Covering</u>		Gates/Doors	10
Hardwood	10	Fencing	10
Tile and Linoleum	5	Alarms	10
Carpet	5	<u>Sidewalks/Walkways</u>	10
Carpet Pad	5	<u>Stairs</u>	10
Subfloor	10	<u>Stucco</u>	10
<u>Fumigation</u>		<u>Tilework</u>	10
Tenting	5	<u>Wallpaper</u>	5
<u>Furniture</u>	5	<u>Window Coverings</u>	5

<u>Automatic Garage Door Openers</u>	10	Drapes	5
<u>Gates</u>		Shades	5
Chain Link	10	Screens	5
Wrought Iron	10	Awnings	5
Wood	10	Blinds/Miniblinds	5
<u>Glass</u>		Shutters	5
Windows	5		
Doors	5		
Mirrors	5		

Exhibit 2
Debt Service: Old Regulations

10.4 Debt Service Costs: Debt Service Costs are the monthly principal and interest payments on the deed(s) of trust secured by the property.

10.4.1 An increase in rent based on debt service costs will only be considered in those cases where the total income is insufficient to cover the combined housing service and debt service costs after a rental increase as specified in Section 5 of the Ordinance. The maximum increase allowed under this formula shall be that increase that results in a rental income equal to the total housing service costs plus the allowable debt service costs.

10.4.2 No more than 95% of the eligible debt service can be passed on to tenants. The eligible debt service is the actual principal and interest.

10.4.3 If the property has been owned by the current landlord and the immediate previous landlord for a combined period of less than twelve (12) months, no consideration will be given for debt service.

10.4.4 If a property has changed title through probate and has been sold to a new owner, debt service will be allowed. However, if the property has changed title and is inherited by a family member, there will be no consideration for debt service unless due to hardship.

10.4.5 If the rents have been raised prior to a new landlord taking title, or if rents have been raised in excess of the percentage allowed by the Ordinance in previous 12- month periods without tenants having been notified pursuant to Section 5(d) of the Ordinance, the debt service will be calculated as follows:

1. Base rents will be considered as the rents in effect prior to the first rent increase in the immediate previous 12-month period.

2. The new landlord's housing service costs and debt service will be considered. The negative cash flow will be calculated by deducting the sum of the housing service costs plus 95% of the debt service from the adjusted operating income amount.

3. The percentage of rent increase justified will then be applied to the base rents (i.e., the rent prior to the first rent increase in the 12-month period, as allowed by Section 5 of the Ordinance).

10.4.6 Refinancing and second mortgages, except those second mortgages obtained in connection with the acquisition of the property, will not be considered as a basis for a rent increase under the debt service category. Notwithstanding this provision, such refinancing or second mortgage will be considered as basis for a rent increase when the equity derived from such refinancing or second mortgage is invested in the building under consideration in a manner which directly benefits the tenant (i.e., capital improvements or housing services such as maintenance and repairs) or if the refinancing was a requirement of the original purchase.

10.4.7 As in housing service costs, a new landlord is allowed up to 8% of the gross operating income for unspecified expenses.

CHRONOLOGICAL CASE REPORT

Case No.: T19-0326

Case Name: Williams v. Crane Management

Property Address: 5460 Bancroft Avenue, Unit 206
Oakland, CA

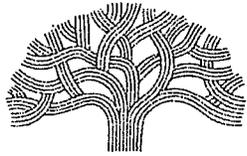
Parties: Phala Williams (Tenant)
Crane Management (Owner)
Jill Broadhurst (Owner Representative)
Bharat Sahgal (Property Manager)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 25, 2019
Owner Response filed	October 17, 2019 October 22, 2019
Hearing Decision mailed	March 13, 2020
Owner Appeal filed	March 31, 2020

000036

T19-0326 Re/EL



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 JUN 25 AM 11:57

TENANT PETITION

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

Please print legibly

Your Name <i>Phala Williams</i>	Rental Address (with zip code) <i>5460 Bancroft Ave Apt 206 Oakland Ca 94601</i>	Telephone: E-mail:
Your Representative's Name <i>Self</i>	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <i>Crane Management</i>	Mailing Address (with zip code) <i>2433 Mariner Square Loop #212 Alameda Ca 94501</i>	Telephone: Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 18-22

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

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.) *My unit is infested with roaches and has been for over a year.*

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

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

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

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

Date you moved into the Unit: January 2013 Initial Rent: \$ 1050.00 /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T14-0422

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Phala Williams
Tenant's Signature

6-25-2019
Date

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

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

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

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

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

Chala Williams
Tenant's Signature

6-25-2019
Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site

Other (describe): The tenants in my complex went through the program in 2015

My apartment has been infested with roaches for over 1 year. When the issues started management would send pest control once a month if you put in a work order. As the problem progressed they would only come every other month. In May I had to have Alameda County Vector control come out and they stated the issue was bigger than they expected and the problem couldn't be solved in my unit unless it was fixed in my neighbors unit first.

-Phala Williams

6-25-19

3460 Bancroft Ave #206
Oakland Ca 94601

000041

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

PC/EL

2019 OCT 17 AM 10:20

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2019 OCT 17 AM 10:20 PROPERTY OWNER RESPONSE
------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

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

CASE NUMBER T19- 0326

Your Name Kit Crane, Crane Management	Complete Address (with zip code) 2433 Mariner Sq. Loop #212, Alameda CA 94501	Telephone: Email: crane@cranemanagement.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Phala Williams	Complete Address (with zip code) 5460 Bancroft Ave #206 Oakland, CA 94601	
Property Address (If the property has more than one address, list all addresses)	Total number of units on property	

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

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

Date on which you acquired the building: ___/___/___ NA / Not property owner

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

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

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

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

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

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

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

The tenant moved into the rental unit on 1/14/13

The tenant's initial rent including all services provided was: \$ 1050 / month.

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

If yes, on what date was the Notice first given? On or before 3/30/15

Is the tenant current on the rent? Yes _____ No

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

Owner response

T19-0326

Dear Hearing Officer,

The tenant, Phala Williams, has vacated unit # 206 and ended her lease. Please find her signed notice of termination attached in the owner response. Therefore the owner asks that you cancel this petition, as the tenant has no further claim.

Thank you.

Jill Broadhurst

BIG CITY Property Group

jill.broadhurst@bigcity.com

310-838-8888

000046

MUTUAL TERMINATION OF TENANCY

This is entered into on October 11, 2019 by EAST OAKLAND PROPERTY GROUP, INC dba EOPG, INC. ("Landlord") and Phala Williams ("Tenant") for the premises located at 5460 Bancroft Ave #206, Oakland, California (the "Subject Premises") in a fair effort by all parties to avoid litigation. IT IS ACKNOWLEDGED that Tenant has been properly served with a Notice of Termination of Tenancy set to expire on October 11, 2019. The parties furthermore represent that they have entered into this agreement with their own free will, without coercion, and if necessary, have sought legal advice regarding this agreement.

IT IS AGREED AS FOLLOWS:

1. The tenancy between the parties for the Subject Premises shall terminate on ~~October 11~~, 2019 (the "vacate date"). Tenant shall surrender possession of the unit (and all appurtenances) and deliver the keys to Landlord before 5:00 p.m. on the vacate date.

2. Tenant shall leave the subject premises in broom clean and undamaged condition. Any personal property remaining in the unit, appurtenances or common area of the property after the vacate date shall be deemed abandoned and may be disposed of by Landlord without resorting to the procedures set forth in California Civil Code Sections 1980 ete seq.

3. Tenant shall pay to Landlord \$1050.00 at the time of execution of this Agreement representing rent for the month of October 2019.

4. Any deposit being held on Tenant's behalf shall be accounted for pursuant to California Civil Code Section 1950.7.

5. The subject premises are commercial in nature and not subject to the Oakland Rent Stabilization Ordinance Oakland's Just Cause for Eviction Ordinance.

6. The failure of Tenant to vacate as required may result in the immediate institution of unlawful detainer proceedings based upon this agreement seeking restitution of possession of the premises and rental damages for each day Tenant remains on the premises after October 11, 2019.

000047

7. With the exception of the rights set forth herein, the parties waive any and all other rights arising from this tenancy.

8. This agreement may be executed in counterparts and by facsimile transmission. A fax copy may be used in lieu of an original.

DATED:



Agent for EOPG, Inc.
Landlord

DATED: 10-11-19



Phala Williams
Tenant



Crane Management
2433 Mariner Square Dr. # 212
Alameda, CA. 94501
O 510-918-2306 * F 510-291-9588

CASE #T19-0326
Williams V. Crane

Decreased Housing services response.

I am not the owner of 5460 Bancroft Avenue, Oakland CA. I was the property manager for Bancroft One Properties which owned the property until 10/4/19. The property has been sold as of that date. I have never had an ownership interested in the property.

Tenant William's original rent is \$1050. She has been paying less than this amount since 12/1/15. Crane management increased her rent to \$977 after doing repairs that were mandated from an RAP case in 2015. Tenant has failed to even pay this amount although her rent should be \$1050.

Tenant currently owes \$3,355.60 without paying an additional \$73 per month to reach her contract rent of \$1050 (See attached ledger).

Tenants unit has been treated for roaches on many occasions. See attached spreadsheet. Tenant has routinely refused treatment which has cause the issue to remain and worsen. Ownership has complied with all of Tenants requests for roach treatment.

Kit Crane
Crane Management
BRE# 01791769

000049

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

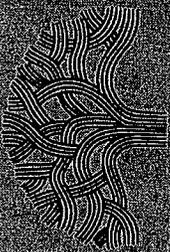
The issue of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California or any other governmental agency. The Business Tax Certificate expires on December 31st of the year in which it is issued. Renewal applications are allowed for renewal from January 1st through March 31st of the following year.

ACCOUNT NUMBER
00186468

DBA: BANCROFT ONE PROPERTIES LLC

BUSINESS LOCATION: 5460 BANCROFT AVE
OAKLAND, CA 94601-5945

BUSINESS TYPE: Multi-Residential



EXPIRATION DATE
12/31/2019



BANCROFT ONE PROPERTIES LLC
STEVEN MILLER
2455 WARDNER SQUARE LOOP 212
ALAMEDA, CA 94501-1060

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

Work Order

Properties: 5460 Bancroft Avenue Oakland, CA 94601
 Units: All

Tenants: Phala Williams

Vendor: Burge Pest Control

Assigned User: All

Priority: All

Current Work Order Status: New, New by MCC, Estimate Requested, Estimated, Assigned, Assigned by MCC, Scheduled, Waiting, Work Completed, Completed, Canceled, and Completed No Need To Bill

Status Date: Created On 10/01/2015 - 10/16/2019

Property	Home Warranty Expiration	Work Order Number	Insf\$itations	Vendor	Unit	Primary Tenant	Created At	Estimate Req On	Estimate On	Estimate Amount
5460 Bancroft Avenue Oakland, CA 94601										
5460 Bancroft Avenue Oakland, CA 94601		1454-1	Completed	Burge Pest Control	206	Williams, Phala	03/06/2018			
5460 Bancroft Avenue Oakland, CA 94601		1590-1	Completed	Burge Pest Control	206	Williams, Phala	04/16/2018			
5460 Bancroft Avenue Oakland, CA 94601		1780-1	Completed	Burge Pest Control	206	Williams, Phala	05/29/2018			
5460 Bancroft Avenue Oakland, CA 94601		1924-1	Completed	Burge Pest Control	206	Williams, Phala	07/02/2018			
5460 Bancroft Avenue Oakland, CA 94601		2806-1	Completed	Burge Pest Control	206	Williams, Phala	03/04/2019			
5460 Bancroft Avenue Oakland, CA 94601		2904-1	Completed	Burge Pest Control	206	Williams, Phala	03/26/2019			
5460 Bancroft Avenue Oakland, CA 94601		3092-1	Completed	Burge Pest Control	206	Williams, Phala	05/13/2019			
5460 Bancroft Avenue Oakland, CA 94601		3360-1	Assigned	Burge Pest Control	206	Williams, Phala	07/10/2019			

0.00

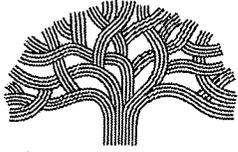
Total

000051

0.00

7 pages front B
RC/EL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2019 OCT 22 PM 3:26
	<u>PROPERTY OWNER</u> <u>RESPONSE</u>	

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

CASE NUMBER T 19- 0326

Your Name Crane Management	Complete Address (with zip code) 2433 Mariner Square Loop #212 Alameda, CA 94501	Telephone: 510-918-2306
		Email:
Your Representative's Name (if any) BIG CITY Property Group Jill Broadhurst	Complete Address (with zip code) PO Box 13122 Oakland CA 94661	Telephone: 510-838-0655
		Email: bigcitypg@gmail.com
Tenant(s) Name(s) Phala Williams	Complete Address (with zip code) 5460 Bancroft Ave Loop #212 Alameda, CA 94501	
Property Address (If the property has more than one address, list all addresses) 5460 Bancroft Ave Oakland, CA 94601		Total number of units on property

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

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

Date on which you acquired the building: ___/___/___.

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

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

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

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

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

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

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

The tenant moved into the rental unit on January 2013.

The tenant's initial rent including all services provided was: \$ 1050 / month.

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

If yes, on what date was the Notice first given? 1/2013

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

10/21/2019

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

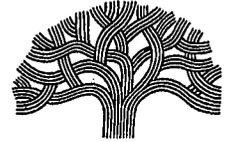
If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510)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

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

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

Property Owner's Signature

Date



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0326, Williams v. Crane Management

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

DATE OF HEARING: January 13, 2020

DATE OF DECISION: March 10, 2020

APPEARANCES: Phala Williams, Tenant
Jill Broadhurst, Owner Representative
Bharat Sahgal, Property Manager
Kit Crane, Prior Property Manager
Ivan Pedroza, Pest Inspector

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0326, on June 25, 2019, which alleges a current health, safety, fire, or building code violation in her unit and decreased housing services. The petition indicates that she has never received a RAP Notice.

The owner filed an Owner Response to the tenant petition on October 17, 2019, and October 22, 2019.

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ISSUE(S) PRESENTED

1. When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?
2. Has the tenant suffered decreased housing services?
3. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

EVIDENCE

Rental History

The subject unit was initially rented by the tenant in January 2013, at \$1,050.00 per month. Thereafter, she filed a petition as a result of not having heat in her apartment, T14-0413. The Hearing Decision reduced her rent to \$977.00 for ongoing decreased housing services.

Effective October 13, 2019, the tenant moved from unit 206 to unit 106, where she currently resides. When she moved to unit 106, her rent went back up to \$1,050.00. The tenant agreed that she would keep paying \$1050.00 until she received a decision in this matter.

Decreased Housing Services

Infestation

The tenant testified that her unit connects to unit 204, which was occupied by a hoarder. The tenant also testified that when Crane Management took over, a lot of new people moved in. She testified that the tenants who were previously in unit 106, brought roaches with them. The entire building, including her unit, was infested, with her unit being infested in approximately April/May of 2018.

She testified that Crane management arranged for pest management services once per month, but that because no other unit was being treated, it was ineffective.

There was a fire in October 2018, through the entire building. The fire resulted in water damage, including the floor tiles coming loose. To conduct repairs after the fire, units were gutted for repairs. The tenant testified that the infestation increased at this time. The tenant testified that she sought assistance from Alameda Vector Control, Code Enforcement, and finally filed a petition with the Rent Adjustment Program.

The tenant testified that Crane Management did not respond to the Alameda County Vector Control but responded to Code Enforcement. However, by the time the Notice of Violation was issued, the property was under the purview of Oak Tree Property Management.

The Notice of Violation, issued on September 12, 2019, for the subject unit indicates that on July 16, 2019, it was inspected. The Notice of Violation indicates that the kitchen vinyl floor is peeling away from the subfloor and that cockroaches were seen on the floor and in the light fixture.¹

After the violation was issued, the owner offered cash to vacate the premises, or move to another unit. The tenant had agreed to dismiss her petition if the infestation was resolved. She agreed. However, when she moved to unit 106, there were roaches on the counter and in the kitchen. She declined to dismiss her case.

As a result, Oak Tree Property Management engaged the services of 360 Pest Management to resolve the issue. They were engaged in treating four units every week to resolve the problem.

The tenant testified that a person has been treating her unit every week. She testified that while the problem is improving, it is not resolved. She noticed an improvement in approximately December 2019.

Current Manager

The current manager testified that he retained the pest inspector who is currently treating the subject unit. He testified that he is having the building treated as well as the subject unit and the square around it, which includes the units above, below, to the left and right of the affected unit. He indicated that he has her unit treated and those immediately surrounding her unit weekly. In addition, he has the building treated monthly.

¹ In violation of O.M.C. § 15.08.050

He testified the building was infested when he took it over.

Pest Inspector

He started treating the building in October 2019. At the time he began treating the subject unit, there was medium activity, in the unit. He testified that when the treatment began, the activity in unit 204 was heavy. He confirmed that units 204 and 206 are adjacent.

He confirmed that he is treating the four units around the subject unit and the subject unit weekly and the building monthly.

His treatment of the subject unit started with crack and crevice fog treatment. Three weeks later, he moved to a liquid treatment, and jailbait then glue board monitors. At his last treatment, he observed three to four German roaches, dead, on the non-toxic monitors. He confirmed that the tenant reported six live roaches in the new unit at his last visit. He advised there was no more heavy roach activity and that the units are all light to medium. He advised that it was possible to get all the units to light activity with continued weekly treatment.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy² and, together with any notice of rent increase or change in the terms of a tenancy.³

The tenant petition indicates that she's not received the RAP Notice. There was no contradictory testimony. Accordingly, the tenant was not given written notice of the RAP Program.

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² O.M.C. § 8.22.060(A)

³ O.M.C. § 8.22.070(H)(1)(A)

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁴ and may be corrected by a rent adjustment.⁵ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.⁶ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

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

Infestation

The evidence of the infestation is undisputed. Further, the testimony of the tenant that the infestation improved in December 2019 is also credited. Likewise, the testimony of the new property manager that the property was infested when he took over is also credited. Moreover, the evidence of infestation was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from April 2018, until the December 2019 improvement. Thereafter, she is entitled to an ongoing rent credit, in the amount of 12.5%, until the licensed pest abatement company certifies that the infestation is resolved.

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⁴ O.M.C. § 8.22.070(F)

⁵ O.M.C. § 8.22.110(E)

⁶ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

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

As indicated above, the legal rent for the unit is \$1,050.00 per month effective October 14, 2019, and the tenant has been paying that amount. She is entitled to a rent decrease of 12.5% for ongoing decreased housing services.

Service Lost	VALUE OF LOST SERVICES						No. Months	Overpaid
	From	To	Rent	% Rent Decrease	Decrease /month			
Infestation	1-Jun-18	1-Oct-19	\$977	25%	\$ 244.25	17	\$ 4,152.25	
Infestation	1-Oct-19	31-Dec-19	\$1,050	25%	\$ 262.50	3	\$ 787.50	
Infestation	1-Jan-20	30-Apr-20	\$ 1,050.00	12.5%	\$ 131.25	4	\$ 525.00	
TOTAL LOST SERVICES								\$5,464.75

As indicated above, the tenant is entitled to restitution of overpaid rent for the infestation, in the amount of \$5,464.75 for these conditions.

Restitution is usually awarded over 12 months, but when the tenant is owed 1236% of the monthly rent, it is proper to extend the restitution period to 18 months.⁷ Amortized over 18 months, the restitution amount is \$303.60 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$1,050.00 for a total of \$746.40. From May of 2020 through October 31, 2021, the rent will be \$746.40, less ongoing decreased housing services. The rent will revert to the current legal rent in November 2021.

ORDER

1. Petition T19-0326 is granted.
2. The current base rent for the subject unit is \$1,050.00.
3. The total overpayment by the tenant is \$5,464.75 for past decreased housing services.
4. Due to ongoing conditions, the tenant is entitled to a 12.5% rent decrease.

⁷ Regulations, § 8.22.110(F)

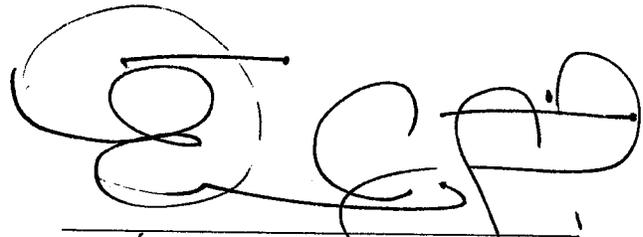
5. The tenant's rent is stated below as follows:

Base rent	\$1,050.00
Less restitution	\$ 303.60
Less ongoing decreased services	\$ 131.25
Net Rent on May 1, 2020	\$ 615.15

6. The tenant's rent for the months of May 2020, through October 2021, is \$746:40, less ongoing decreased housing services. The rent will revert to the current legal rent of \$1050.00, less ongoing decreased housing services, if any, in November 2021.
7. Once the Notice of Violation is abated, after further City inspection and certification by the pest management company, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 12.5% (\$131.25).
8. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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

Dated: March 10, 2020



Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

000062

PROOF OF SERVICE
Case Number T19-0326

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

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

Documents Included

Hearing Decision

Manager

Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative

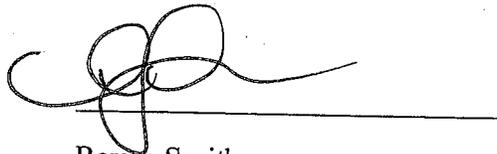
Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant

Phala Williams
5460 Bancroft Avenue Unit 206
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 13, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000063

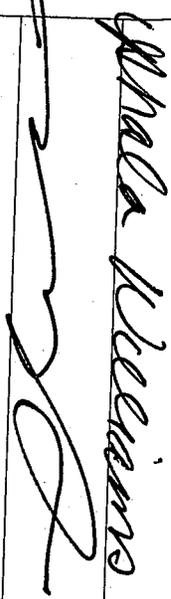
City of Oakland
Rent Adjustment Program

Statement of Appearance and Oath

Date of Hearing: 13 January 2020

Case Number and Name: T19-0326 Williams v. Crane Management

I am appearing at the Rent Adjustment hearing in the case written above before the City of Oakland Rent Adjustment Program on the above date. I hereby swear or affirm that any testimony that I give in the hearing in the above-entitled matter shall be the whole truth, under penalty of perjury, pursuant to the laws of the State of California.

NAME (SIGNATURE)	PRINT NAME	CAPACITY*
	Phala Williams	Tenant
	Ivan Pedrosa	pest inspector
	Blakeat SAHGA	current manager
	Kit Crane	previous manager
	Jill Brundage	owner representative

*Tenant, Landlord, Landlord Agent, Tenant Witness, Landlord Witness, Attorney, Non-Attorney Representative, Other

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

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ACCOUNT NUMBER
00186164

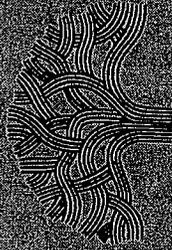
DBA

FIVE TWO PROPERTIES LLC

BUSINESS LOCATION 5452 BANGOR BLVD
OAKLAND CA 94601-839

BUSINESS TYPE

M - Rental Apartment



EXPIRATION DATE
12/31/2019



FIVE TWO PROPERTIES LLC
STEVEN MILLER
2433 MARINER SQUARE LOOP #212
ALAMEDA, CA 94501-1060

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PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

Exh A

General Ledger

Properties: 5460 Bancroft Avenue Oakland, CA 94601, 5452 Bancroft Ave. Oakland, CA 94601
 GL Accounts: 4490: RAP Fee and 6162: Rental Tax Authority
 Exclude Zero Dollar Receipts From Cash Accounts: Yes
 Date Range: 01/01/2018 to 10/16/2019
 Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
4490 - RAP Fee								
Starting Balance								
							0.00	
Net Change								
					0.00	0.00	0.00	
6162 - Rental Tax Authority								
Starting Balance								
							0.00	
5452 Bancroft Ave. Oakland, CA 94601	02/28/2018	City of Oakland - RAP	Payment	Online Pmt	1,428.00		1,428.00	
5460 Bancroft Avenue Oakland, CA 94601	10/12/2018	City of Oakland - RAP	Payment	Online Pmt	1,188.00		2,616.00	
5452 Bancroft Ave. Oakland, CA 94601	02/22/2019	City of Oakland - RAP	Payment	ACH Pmt	1,360.00		3,976.00	Pmt for 5460
5452 Bancroft Ave. Oakland, CA 94601	02/26/2019	City of Oakland - RAP	Payment	ACH Pmt	2,713.20		6,689.20	
Net Change								
					6,689.20	0.00	6,689.20	

Total

6,689.20 0.00 6,689.20

6,689.20

0.00

6,689.20

000067

Exh BB

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
02/25/19	ONLINE TRANSFER FROM KITRON L CRANE REF #IB05V3FWYB BUSINESS CHECKING OAK RAP BUS	\$4,710.00		\$7,922.40
02/22/19	CHECK # 3258		\$358.53	\$3,212.40
02/22/19	CHECK # 3259		\$185.00	
02/22/19	HDLCITYOFOAKLAND BUS. TAX Feb 21 POSWeb 00970271 Crane Management		\$3,340.89	
02/22/19	HDLCITYOFOAKLAND BUS. TAX Feb 21 POSWeb 00970286 Crane Management		\$1,360.00	
02/22/19	DEPOSIT	\$800.00		
02/22/19	DEPOSIT	\$850.00		
02/20/19	DEPOSIT	\$700.00		\$6,806.82
02/19/19	CHECK # 3257		\$875.00	\$6,106.82
02/15/19	CHECK # 3256		\$510.08	\$6,981.82
02/15/19	CHECK # 3253		\$87.50	
02/15/19	CHECK # 3255		\$55.89	
02/15/19	DEPOSIT	\$1,295.00		
02/12/19	CHECK # 3252		\$380.00	\$6,340.29
02/12/19	DEPOSITED OR CASHED CHECK # 3250		\$150.00	
02/12/19	HARLAND CLARKE CHECK/ACC. 021119 00736267575482 CRANE MANAGEMENT		\$98.69	
02/12/19	Crane Management Settlement 021219 000005440815517 Crane Management	\$875.00		
02/11/19	CHECK # 3251		\$1,919.64	\$6,093.98
02/11/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 021119 000005439577837 Crane Management		\$664.20	
02/08/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 020819 000005433396777 Crane Management		\$252.30	\$8,677.82
02/07/19	CHECK # 3232		\$17,034.24	\$8,930.12
02/06/19	CHECK # 3249		\$334.02	\$25,964.36

Totals

\$211,665.17

\$180,788.23

000068

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
03/11/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 031119 000005597828421 Crane Management		\$701.10	
03/08/19	CHECK # 3261		\$1,349.50	\$10,434.82
03/08/19	CHECK # 3266		\$882.50	
03/08/19	DEPOSIT	\$1,220.00		
03/07/19	CHECK # 3263		\$535.50	\$11,446.82
03/05/19	DEPOSIT	\$1,600.00		\$11,982.32
03/05/19	Crane Management Settlement 030519 000005564790217 Crane Management	\$1,250.00		
03/04/19	DEPOSIT	\$665.00		\$9,132.32
03/04/19	Crane Management Settlement 030419 000005548091277 Crane Management	\$1,300.00		
03/04/19	Crane Management Settlement 030419 000005528420997 Crane Management	\$1,150.00		
03/01/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 030119 000005527349765 Crane Management		\$140.40	\$6,017.32
03/01/19	Crane Management Settlement 030119 000005516168341 Crane Management	\$1,495.00		
02/28/19	Crane Management Settlement 022819 000005512215313 Crane Management	\$1,150.00		\$4,662.72
02/27/19	CHECK # 3262		\$205.00	\$3,512.72
02/27/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 022719 000005507843313 Crane Management		\$225.03	
02/27/19	DEPOSIT	\$400.00		
02/26/19	HDL CITY OF OAKLAND BUS. TAX Feb 25 POS Web 00973693 Crane Management		\$2,916.45	\$3,542.75
02/26/19	HDL CITY OF OAKLAND BUS. TAX Feb 25 POS Web 00973703 Crane Management		\$2,713.20	
02/26/19	Crane Management Settlement 022619 000005494814009 Crane Management	\$1,250.00		
Totals		\$211,665.17	\$180,788.23	000069

Tenant Ledger

Tenants: Phala Williams

Mobile: 3

Unit: 206

Property: 5460 Bancroft Avenue Oakland, CA 94601

Status: Current

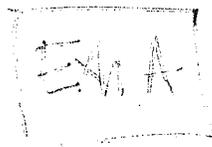
Move in date: 01/14/2014

Move out date: --

Lease Expiration: 01/13/2015

Rent: 977.00

Deposit Paid: 1,050.00



Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
01/14/2014		Owner Held Security Deposits - Move In Charge. Owner Held Security Deposits	1,050.00		1,050.00
11/20/2015	Phala Williams	Payment		1,050.00	0.00
12/01/2015		Rent Income - December 2015	1,050.00		1,050.00
12/10/2015	Phala Williams	Payment		698.26	351.74
01/01/2016		Rent Income - January 2016	1,050.00		1,401.74
01/12/2016	Phala Williams	Payment		698.28	703.46
02/01/2016		Rent Income - February 2016	1,050.00		1,753.46
02/10/2016	Phala Williams	Payment		698.00	1,055.46
02/10/2016	Phala Williams	Payment		0.28	1,055.18
03/01/2016		Rent Income - March 2016	1,050.00		2,105.18
03/11/2016	Phala Williams	Payment		698.28	1,406.90
04/01/2016		Rent Income - April 2016	1,050.00		2,456.90
04/12/2016	Phala Williams	Payment		882.00	1,574.90
05/01/2016		Rent Income - May 2016	1,050.00		2,624.90
05/05/2016	Phala Williams	Payment		882.00	1,742.90
06/01/2016		Rent Income - June 2016	1,050.00		2,792.90
06/09/2016	Phala Williams	Payment		922.00	1,870.90
07/01/2016		Rent Income - July 2016	1,050.00		2,920.90
07/14/2016		Late Fee	100.00		3,020.90
07/14/2016	Phala Williams	Payment		1,000.00	2,020.90
07/14/2016	Phala Williams	Payment		77.00	1,943.90
08/01/2016		Rent Income - August 2016	1,050.00		2,993.90
08/05/2016	Phala Williams	Payment		977.00	2,016.90
09/01/2016		Rent Income - September 2016	1,050.00		3,066.90
09/08/2016	Phala Williams	Payment		977.00	2,089.90
10/01/2016		Rent Income - October 2016	1,050.00		3,139.90
10/07/2016	Phala Williams	Payment		977.00	2,162.90
11/01/2016		Rent Income - November 2016	1,050.00		3,212.90
11/01/2016		Tenant Reimbursement - Oakland Rent Board Reductions	-2,235.90		977.00
11/16/2016	Phala Williams	Payment		977.00	0.00
12/01/2016		Rent Income - December 2016	977.00		977.00
12/19/2016	Phala Williams	ACH Payment (Reference #9326-16C6)		977.00	0.00
01/01/2017		Rent Income - January 2017	977.00		977.00
01/10/2017	Phala Williams	ACH Payment (Reference #EAE8-8C4D)		756.00	221.00

000070

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
01/19/2017	Phala Williams	ACH Payment (Reference #7F32-499A)		100.00	121.00
02/01/2017		Rent Income - February 2017	977.00		1,098.00
02/16/2017	Phala Williams	ACH Payment (Reference #422A-DA94)		756.00	342.00
02/16/2017	Phala Williams	ACH Payment (Reference #A6E3-46D4)		4.00	338.00
02/22/2017	Phala Williams	ACH Payment (Reference #2504-FBE2)		200.00	138.00
03/01/2017		Rent Income - March 2017	977.00		1,115.00
03/02/2017	Phala Williams	ACH Payment (Reference #DEC3-3258)		100.00	1,015.00
03/13/2017	Phala Williams	ACH Payment (Reference #D1EB-91D2)		800.00	215.00
03/23/2017	Phala Williams	ACH Payment (Reference #99AB-D6C6)		100.00	115.00
04/01/2017		Rent Income - April 2017	977.00		1,092.00
04/18/2017	Phala Williams	ACH Payment (Reference #B819-84D6)		778.00	314.00
04/20/2017	Phala Williams	ACH Payment (Reference #122F-0236)		100.00	214.00
04/27/2017	Phala Williams	ACH Payment (Reference #C133-8042)		100.00	114.00
05/01/2017		Rent Income - May 2017	977.00		1,091.00
05/10/2017	Phala Williams	ACH Payment (Reference #B513-908A)		750.00	341.00
05/22/2017	Phala Williams	ACH Payment (Reference #F45B-3E3C)		150.00	191.00
06/01/2017		Rent Income - June 2017	977.00		1,168.00
06/08/2017	Phala Williams	ACH Payment (Reference #69F5-D16C)		100.00	1,068.00
06/14/2017	Phala Williams	ACH Payment (Reference #72E0-BA44)		754.00	314.00
06/22/2017	Phala Williams	ACH Payment (Reference #1276-4D7E)		100.00	214.00
07/01/2017		Rent Income - July 2017	977.00		1,191.00
07/11/2017	Phala Williams	ACH Payment (Reference #B037-4C14)		819.00	372.00
07/13/2017	Phala Williams	ACH Payment (Reference #GE53-CD38)		100.00	272.00
08/01/2017		Rent Income - August 2017	977.00		1,249.00
08/11/2017	Phala Williams	ACH Payment (Reference #B273-2218)		750.00	499.00
09/01/2017		Rent Income - September 2017	977.00		1,476.00
09/08/2017	Phala Williams	ACH Payment (Reference #AB9E-3D62)		100.00	1,376.00
09/14/2017	Phala Williams	ACH Payment (Reference #7D33-4DFC)		752.00	624.00
10/01/2017		Rent Income - October 2017	977.00		1,601.00
10/11/2017	Phala Williams	ACH Payment (Reference #8048-1C26)		750.00	851.00
10/20/2017	Phala Williams	ACH Payment (Reference #5597-1E14)		200.00	651.00
11/01/2017		Rent Income - November 2017	977.00		1,628.00
11/13/2017	Phala Williams	ACH Payment (Reference #2A9E-BE6E)		700.00	928.00
12/01/2017		Rent Income - December 2017	977.00		1,905.00
12/08/2017	Phala Williams	ACH Payment (Reference #63D5-DC7E)		885.00	1,020.00
12/15/2017	Phala Williams	ACH Payment (Reference #E749-B042)		150.00	870.00
12/29/2017	Phala Williams	ACH Payment (Reference #153B-AA2A)		150.00	720.00
01/01/2018		Rent Income - January 2018	977.00		1,697.00
01/02/2018	Phala Williams	ACH Payment (Reference #A3BD-0182)		100.00	1,597.00
01/05/2018	Phala Williams	ACH Payment (Reference #2881-7B68)		150.00	1,447.00
01/09/2018	Phala Williams	ACH Payment (Reference #3DC8-FC2A) Reversed by NSF		750.00	697.00
01/11/2018	Phala Williams	NSF reversal receipt for Reference #3DC8-FC2A		-750.00	1,447.00
01/11/2018	Phala Williams	ACH Payment (Reference #B227-0156)		730.00	717.00
01/19/2018	Phala Williams	ACH Payment (Reference #4558-B044)		150.00	567.00
02/01/2018		Rent Income - February 2018	977.00		1,544.00
02/02/2018	Phala Williams	ACH Payment (Reference #CE56-A5FC)		100.00	1,444.00

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Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
02/09/2018	Phala Williams	ACH Payment (Reference #5651-D7DA) Reversed by NSF		850.00	594.00
02/12/2018	Phala Williams	ACH Payment (Reference #802A-E968)		600.00	-6.00
02/13/2018	Phala Williams	NSF reversal receipt for Reference #5651-D7DA		-850.00	844.00
03/01/2018		Rent Income - March 2018	977.00		1,821.00
03/12/2018	Phala Williams	ACH Payment (Reference #7A93-1D42)		756.00	1,065.00
03/23/2018	Phala Williams	ACH Payment (Reference #2266-B4E4)		200.00	865.00
04/01/2018		Rent Income - April 2018	977.00		1,842.00
04/02/2018	Phala Williams	ACH Payment (Reference #4E2E-9703)		100.00	1,742.00
04/04/2018	Phala Williams	ACH Payment (Reference #4BB3-A0C6)		100.00	1,642.00
04/06/2018	Phala Williams	ACH Payment (Reference #1853-2BBA)		100.00	1,542.00
04/10/2018	Phala Williams	ACH Payment (Reference #8415-A4B8)		750.00	792.00
04/13/2018	Phala Williams	ACH Payment (Reference #BCF3-F06A)		100.00	692.00
04/19/2018	Phala Williams	ACH Payment (Reference #24E9-36B8)		100.00	592.00
04/23/2018	Phala Williams	ACH Payment (Reference #6673-2D5C)		200.00	392.00
04/26/2018	Phala Williams	ACH Payment (Reference #FF53-49D2)		200.00	192.00
05/01/2018		Rent Income - May 2018	977.00		1,169.00
05/11/2018	Phala Williams	ACH Payment (Reference #3262-42EE)		600.00	569.00
06/01/2018		Rent Income - June 2018	977.00		1,546.00
06/07/2018	Phala Williams	ACH Payment (Reference #7BA4-10AC)		746.00	800.00
06/22/2018	Phala Williams	ACH Payment (Reference #A334-031E)		100.00	700.00
07/01/2018		Rent Income - July 2018	977.00		1,677.00
07/05/2018	Phala Williams	ACH Payment (Reference #A4AF-1858)		100.00	1,577.00
07/10/2018	Phala Williams	ACH Payment (Reference #CE06-04BC)		749.00	828.00
07/18/2018	Phala Williams	ACH Payment (Reference #CDD0-CA90)		10.00	818.00
08/01/2018		Rent Income - August 2018	977.00		1,795.00
08/13/2018	Phala Williams	ACH Payment (Reference #EE41-76F6) Reversed by NSF		750.00	1,045.00
08/15/2018	Phala Williams	NSF reversal receipt for Reference #EE41-76F6		-750.00	1,795.00
08/15/2018	Phala Williams	ACH Payment (Reference #40C9-3312)		750.00	1,045.00
09/01/2018		Rent Income - September 2018	977.00		2,022.00
09/03/2018	Phala Williams	ACH Payment (Reference #3D77-96C6)		200.00	1,822.00
09/10/2018	Phala Williams	ACH Payment (Reference #6E52-6E48)		750.00	1,072.00
10/01/2018		Rent Income - October 2018	977.00		2,049.00
10/09/2018	Phala Williams	ACH Payment (Reference #3A38-D36C)		751.00	1,298.00
10/22/2018	Phala Williams	ACH Payment (Reference #507B-2B08)		90.00	1,208.00
10/26/2018	Phala Williams	ACH Payment (Reference #155C-43E6)		130.00	1,078.00
11/01/2018		Rent Income - November 2018	977.00		2,055.00
11/13/2018	Phala Williams	ACH Payment (Reference #D759-FD72)		750.00	1,305.00
11/14/2018		Tenant Reimbursement - Rent and Cleaning Credit Due to Fire	-345.40		959.60
11/28/2018	Phala Williams	ACH Payment (Reference #8AF5-29F8)		100.00	859.60
12/01/2018		Rent Income - December 2018	977.00		1,836.60
12/09/2018	Phala Williams	ACH Payment (Reference #DB2F-CA5A)		90.00	1,746.60
12/12/2018	Phala Williams	ACH Payment (Reference #3753-5588)		546.00	1,200.60
01/01/2019		Rent Income - January 2019	977.00		2,177.60
01/10/2019	Phala Williams	ACH Payment (Reference #54BF-EE14)		749.00	1,428.60

000072

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
01/24/2019	Phala Williams	ACH Payment (Reference #AB7E-40EC)		100.00	1,328.60
02/01/2019		Rent Income - February 2019	977.00		2,305.60
02/12/2019	Phala Williams	ACH Payment (Reference #6D36-075A)		750.00	1,555.60
02/27/2019	Phala Williams	ACH Payment (Reference #D411-5000)		100.00	1,455.60
03/01/2019		Rent Income - March 2019	977.00		2,432.60
03/04/2019	Phala Williams	ACH Payment (Reference #1C64-C314)		100.00	2,332.60
03/13/2019	Phala Williams	ACH Payment (Reference #9FBE-7914)		750.00	1,582.60
03/25/2019	Phala Williams	ACH Payment (Reference #A736-1A12)		227.00	1,355.60
04/01/2019		Rent Income - April 2019	977.00		2,332.60
04/10/2019	Phala Williams	ACH Payment (Reference #4ACF-C9AC)		800.00	1,532.60
05/01/2019		Rent Income - May 2019	977.00		2,509.60
05/09/2019	Phala Williams	ACH Payment (Reference #55B5-6A6A)		150.00	2,359.60
05/13/2019	Phala Williams	ACH Payment (Reference #C928-2F94)		700.00	1,659.60
05/16/2019	Phala Williams	ACH Payment (Reference #8F77-0FD6)		100.00	1,559.60
06/01/2019		Rent Income - June 2019	977.00		2,536.60
06/13/2019	Phala Williams	ACH Payment (Reference #6CB3-7B84) Reversed by NSF		800.00	1,736.60
06/16/2019	Phala Williams	ACH Payment (Reference #35F3-6C40)		700.00	1,036.60
06/17/2019	Phala Williams	NSF reversal receipt for Reference #6CB3-7B84		-800.00	1,836.60
07/01/2019		Rent Income - July 2019	977.00		2,813.60
07/10/2019	Phala Williams	ACH Payment (Reference #74BF-B026)		839.00	1,974.60
08/01/2019		Rent Income - August 2019	977.00		2,951.60
08/09/2019	Phala Williams	ACH Payment (Reference #E0E3-FECA)		800.00	2,151.60
09/01/2019		Rent Income - September 2019	977.00		3,128.60
09/10/2019	Phala Williams	ACH Payment (Reference #2070-10EA)		750.00	2,378.60
10/01/2019		Rent Income - October 2019	977.00		3,355.60
Total					3,355.60

000073

12/28/2019

Landlord Response

Re: Petition T19-0326

511.8
RECEIVED

JAN 02 2020

RENT ADJUSTMENT PROGRAM
RENT ADJUSTMENT PROGRAM
OAKLAND

A property owner response was filed on 10/17/2019 by previous management company. Included in the response was proof of business license tax and RAP fee payment.

- 1.) RAP was first served to tenant on 3/30/2015, as stated by previous management, Crane. *(A request has been made to Crane Management to see if they have the signed RAP on file, it may be presented the day of hearing if located).*
- 2.) Tenant states the unit was been infested with roaches from 6/25/2018-6/24/2019. During this time period, the building management received and addressed 8 complaints from the resident concerning her unit (see exhibit #2) covering dates of 5/29/2018-7/22/2019. The management company never failed to service the unit, in fact they addressed every call within a day to a one-time, 3 weeks. Owner and management does not deny roaches were present, however the owner/management company acted in good faith to address the issue immediately and resolve it. A large building takes time to eradicate the pests at its source.
- 3.) The inspector from Oakland performed an inspection on 7/16/19, a little over one week before this petition was filed. The report primarily lists minor maintenance repairs, with a one line mention of roaches found in a light and on the floor (see exhibit #3, page 2) it is not noted as a crisis or infestation. The report does not specify if the roaches were dead or alive; at the time of inspection, the unit was being serviced by the pest vendor, and had been last in the unit on 5/22/2019 and then again on 7/22/2019.
- 4.) Landlord requests that this petition be dismissed as the tenant vacated the unit on 10/12/19. All other maintenance repairs listed in report are moot, as tenant no longer resides in the unit.

Provided by Landlord Representative, BIG CITY Property Group, Jill Broadhurst, 510-838-0655

000074

TI9-0326 Exhibit #2

Work Order

Exported On: 12/23/2019 02:27 PM

Properties: Active

Units: All

Tenants: Phala Williams

Vendors: All

Assigned User: All

Priority: All

Current Work Order Status: New, New by MCC, Estimate Requested, Estimated, Assigned, Assigned by MCC, Scheduled, Waiting, Work Completed,

Work Order Status	Vendor	Unit	Primary Tenant	Created At	Completed On
5460 Bancroft Avenue Oakland, CA 94601					
1780-1 Completed	Burge Pest Control	206	Williams, Phala	05/29/2018	06/01/2018
1924-1 Completed	Burge Pest Control	206	Williams, Phala	07/02/2018	07/17/2018
2596-1 Completed	Burge Pest Control	206	Williams, Phala	01/28/2019	01/28/2019
2806-1 Completed	Burge Pest Control	206	Williams, Phala	03/04/2019	03/08/2019
2840-1 Completed	Burge Pest Control	206	Williams, Phala	03/11/2019	03/11/2019
2904-1 Completed	Burge Pest Control	206	Williams, Phala	03/26/2019	04/01/2019
3092-1 Completed	Burge Pest Control	206	Williams, Phala	05/13/2019	05/22/2019
3360-1 Completed	Burge Pest Control	206	Williams, Phala	07/10/2019	07/22/2019

Total

000075



CITY OF OAKLAND

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

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandca.gov

T19-03-6 Exhibit #3

NOTICE OF VIOLATION

9-12-19

Certified and Regular mail

To: BANCROFT ONE PROPERTIES LLC
27 Ashbury St
San Francisco, Ca
94117-1207

Code Enforcement Case No.: 1903060
Property: 5460 Bancroft Ave - Unit 206
Parcel Number: 35-2389-3
Re-inspection Date/Correction Due Date: 10-18-19

Code Enforcement Services inspected your property on 7-16-19 and confirmed:

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

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Michae Legault, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3888 and by email at MLEGALT@oaklandca.gov.

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

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

Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total \$2,665.00.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

000076

Violations

TR-0326 Exhibit #3

Property Address: 5460 Bancroft Ave - Unit 206

Complaint #: 1903060

Property Maintenance (Blight)

Description of Violation	Required Action	DMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	DMC Section
Kitchen exhaust fan vents incorrectly.	Obtain permits, inspections and approvals.	15.08.050 15.08.120
Kitchen vinyl floor is peeling away from subfloor. Mold under sink. Mold at wall/backsplash. Missing grout and caulk on countertop. Cockroaches seen on floor, and in light fixture, paint is peeling on wall.	Repair.	15.08.050
Window sills on exterior and interior are dilapidated.	Clean and paint on interior and seal the exterior.	15.08.050
Electrical cover is missing on outlet.	Repair.	15.08.050
Heater does not function.	Repair or replace with permits.	15.08.050
Bathroom: Peeling paint, light missing cover, vanity is not covered by sink, mold on ceiling.	Repair.	15.08.050

Zoning (Minor)

Description of Violation	Required Action	OPC Section

Zoning (Major)

Description of Violation	Required Action	OPC Section

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

RC/EL



Crane Management
2433 Mariner Square Loop # 212
Alameda, CA. 94501
O 510-918-2306 * F 510-291-9588

TO: Robert F. Costa
FROM: Crane Management, Kit Crane

DATE: 11/15/19

RE: Case #T19-0326 Williams v. Crane Management

This letter is in response to the letter Nov. 6, 2019 stating that proof was not provided for payment of Oakland Business Tax and Rent Board Services Fees.

Please see the valid business license, bank account showing proof of payment. See the circled items (The fees were paid through the online system.) I have also attached the ledger to show the matching amounts. I have also attached a copy of the email sent by the City of Oakland accepting both RAP and Business Tax.

Crane Management
Lic. # 01791769

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION BOARD
2019 NOV 15 AM 11:43

OWNER 11/15/19
000078
RESPONSE

CITY OF OAKLAND



250 FRANK OGAWA PLAZA, STE. 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

November 6, 2019

Crane Management
2433 Mariner Square Loop, #212
Alameda, CA 94501

Re: Case # T19-0326, Williams v. Crane Management

Dear Property Owner:

The Rent Adjustment Program received your Property Owner Response for case # T19-0326 on October 22, 2019. The following deficiency has been identified:

You need to submit proof of payment for Oakland Business Tax License and the Rent Program Service Fee. Please provide necessary proof of payment for both items along with your written response to this deficiency letter.

The requested information must be submitted to this office within ten (10) calendar days from the date of this letter to consider your response valid at the scheduled hearing. If you have any further questions, contact me at (510) 238-2079. Please refer to the Case Number above when you call us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert F. Costa', written over a white background.

Robert F. Costa
Rent Adjustment Program
Program Analyst II

CC: Jill Broadhurst, Big City Property Group

000079

PROOF OF SERVICE

Case Number T19-0326

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 **Landlord Deficiency Notice** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Crane Management
2433 Mariner Square Loop, #212
Alameda, CA 94501

Jill Broadhurst
Big City Property Group
PO Box 13122
Oakland, CA 94501

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 6, 2019** in Oakland, California.


Roberto F. Costa
Program Analyst
Oakland Rent Adjustment Program

000080



Kit Crane <cranemanagement@gmail.com>

RAP Renewal Accepted

2 messages

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: Cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:32 PM

The RAP renewal for EVER WISDOM LLC, Account # 00196351, has been accepted.

No further action is required.

Thank you for doing business in the City of Oakland.

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:48 PM

The RAP renewal for BANCROFT ONE PROPERTIES LLC, Account # 00186169, has been accepted.

No further action is required.

Thank you for doing business in the City of Oakland.

000081



Kit Crane <cranemanagement@gmail.com>

Business Tax Renewal Accepted

2 messages

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:20 PM

The Business Tax for EVER WISDOM LLC, Account # 00196350, has been accepted.

For Business Tax renewals you will receive a separate email within 2 business days containing further information about your business license.

Thank you for doing business in the City of Oakland.

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:51 PM

The Business Tax for BANCROFT ONE PROPERTIES LLC, Account # 00186168, has been accepted.

For Business Tax renewals you will receive a separate email within 2 business days containing further information about your business license.

Thank you for doing business in the City of Oakland.

000082

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

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 agency or other governmental agency. The Business Tax Certificate expires on December 31st of each year. Sections 44909 and 44910 of the CMC are amended to read as follows:

BANGCROFT ONE PROPERTIES LLC

**BUSINESS LOCATION: 5460 BANGCROFT AVE
OAKLAND, CA 94601-8845**

BUSINESS TYPE: M Rental Apartment

**BANGCROFT ONE PROPERTIES LLC
SILVEN MILLER
2433 MARINER SQUARE LOOP #12
ALAMEDA, CA 94501-1060**

EXPIRATION DATE: 12/31/2019



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

General Ledger

Properties: 5460 Bancroft Avenue Oakland, CA 94601, 5452 Bancroft Ave. Oakland, CA 94601
 GL Accounts: 4490: RAP Fee, 6162: Rental Tax Authority, and 6164: Oakland Business Tax
 Exclude Zero Dollar Receipts From Cash Accounts: No
 Date Range: 01/01/2019 to 11/15/2019
 Show Reversed Transactions: No

Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
4490 - RAP Fee							
Starting Balance							
						0.00	
Net Change							
				0.00	0.00	0.00	
6162 - Rental Tax Authority							
Starting Balance							
						0.00	
02/22/2019	City of Oakland - RAP	Payment	ACH Pmt	1,360.00		1,360.00	Payment for 5460 Bancroft Avenue
02/26/2019	City of Oakland - RAP	Payment	ACH Pmt	2,713.20		4,073.20	Payment for 5452 Bancroft Ave
Net Change							
				4,073.20	0.00	4,073.20	
6164 - Oakland Business Tax							
Starting Balance							
						0.00	
02/22/2019	City of Oakland, Finance Department Revenue Management Bureau	Payment	ACH Pmt	3,340.89		3,340.89	Payment for 5452 Bancroft Ave
02/26/2019	City of Oakland, Finance Department Revenue Management Bureau	Payment	ACH Pmt	2,916.45		6,257.34	Payment for 5460 Bancroft Avenue
Net Change							
				6,257.34	0.00	6,257.34	
Total							
				10,330.54	0.00	10,330.54	

000084

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
03/11/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 031119 000005597828421 Crane Management		\$701.10	
03/08/19	CHECK # 3261			\$10,434.82
03/08/19	CHECK # 3266		\$1,349.50	
03/08/19	DEPOSIT	\$1,220.00	\$882.50	
03/07/19	CHECK # 3263			
03/05/19	DEPOSIT	\$1,600.00	\$535.50	\$11,446.82
03/05/19	Crane Management Settlement 030519 000005564790217 Crane Management	\$1,250.00		\$11,982.32
03/04/19	DEPOSIT	\$665.00		
03/04/19	Crane Management Settlement 030419 000005548091277 Crane Management	\$1,300.00		\$9,132.32
03/04/19	Crane Management Settlement 030419 000005528420997 Crane Management	\$1,150.00		
03/01/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 030119 000005527349765 Crane Management		\$140.40	\$6,017.32
03/01/19	Crane Management Settlement 030119 000005516168341 Crane Management	\$1,495.00		
02/28/19	Crane Management Settlement 022819 000005512215313 Crane Management	\$1,150.00		\$4,662.72
02/27/19	CHECK # 3262		\$205.00	\$3,512.72
02/27/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 022719 000005507843313 Crane Management		\$225.03	
02/27/19	DEPOSIT	\$400.00		
02/26/19	HDLCITYOFOAKLAND BUS. TAX Feb 25 POSWeb 00973693 Crane Management		\$2,916.45	\$3,542.75
02/26/19	HDLCITYOFOAKLAND BUS. TAX Feb 25 POSWeb 00973703 Crane Management		\$2,113.20	
02/26/19	Crane Management Settlement 022619 000005494814009 Crane Management	\$1,250.00		
Totals		\$211,665.17	\$180,788.23	000085

5460 Bancroft

* Buss. tax

\$2,916.45

~~\$2,113.20~~

779-0326

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00216033

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA

**BANCROFT ONE PROPERTIES LLC
EAST OAKLAND PROPERTY GROUP INC**



EXPIRATION DATE
12/31/2019

BUSINESS LOCATION 5460 BANCROFT AVE
OAKLAND, CA 94601-5843

BUSINESS TYPE M RAP-Multi unit building.



EAST OAKLAND PROPERTY GROUP INC
PO BOX 1201
ALAMEDA, CA 94501-0125

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

2019 NOV 20 PM 1:45

RECEIVED
CITY OF OAKLAND
RENT REGISTRATION PROGRAM

000087

PROOF OF SERVICE

Case Number T19-0326

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.

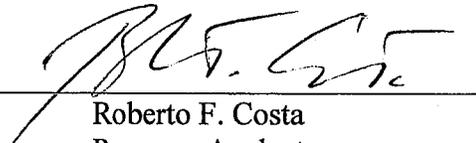
Today, I served the attached **Landlord Deficiency Notice** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Crane Management
2433 Mariner Square Loop, #212
Alameda, CA 94501

Jill Broadhurst
Big City Property Group
PO Box 13122
Oakland, CA 94501

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 6, 2019** in Oakland, California.



Roberto F. Costa
Program Analyst
Oakland Rent Adjustment Program

000088

CITY OF OAKLAND



250 FRANK OGAWA PLAZA, STE. 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

November 6, 2019

Crane Management
2433 Mariner Square Loop, #212
Alameda, CA 94501

Re: Case # T19-0326, Williams v. Crane Management

Dear Property Owner:

The Rent Adjustment Program received your Property Owner Response for case # T19-0326 on October 22, 2019. The following deficiency has been identified:

You need to submit proof of payment for Oakland Business Tax License and the Rent Program Service Fee. Please provide necessary proof of payment for both items along with your written response to this deficiency letter.

The requested information must be submitted to this office within ten (10) calendar days from the date of this letter to consider your response valid at the scheduled hearing. If you have any further questions, contact me at (510) 238-2079. Please refer to the Case Number above when you call us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert F. Costa', written over a horizontal line.

Robert F. Costa
Rent Adjustment Program
Program Analyst II

CC: Jill Broadhurst, Big City Property Group

000089

PROOF OF SERVICE

Case Number T19-0326

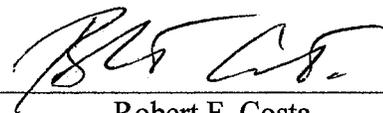
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

Phala Williams
5460 Bancroft Avenue, # 206
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 4, 2019 in Oakland, California.



Robert F, Costa
Oakland Rent Adjustment Program

000090

Analyst Check List

Case Number: T19-0326

(EL)

Tenant Petition

Complete contact information for tenant/landlord

Petition timely filed

Current on the rent (or documentation/explanation supporting withholding rent)

Contested rent increases are clearly stated NA Rent increase percentage NA

Receipt of Notice to Tenants indicated

List of Decreased Housing Services

Documentation for Code violations attached NA

Initial move-in date provided Initial rent provided

Deficiency Notice mailed NO Deadline for curing deficiency _____

Deficiency cured: Yes _____ No _____

Landlord Response

10/24/19 (9/19/2019)

Response timely filed 10/22/2019

~~Program Services Fees Current Business License paid~~

Justifications/exemptions/rent history provided

Supporting documentation provided

Serving RAP Notice indicated

Serving Enhanced Notice to tenant indicated N/A

Enhanced Notice Received by RAP N/A

Deficiency Notice sent NO Deadline for curing deficiency _____

Deficiency cured Yes _____ No _____

Issue Administrative Decision _____

Set for hearing Set for Mediation NO

1/13/2020

Notes to Hearing Officer: PLEASE IN HOUSING SVCS
MUTUAL TERMINATION AGREEMENT SENT BY
OWNER WITH RESPONSE.



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

RECEIVED

MAR 31 2020
 RENT ADJUSTMENT PROGRAM
 OAKLAND

Appellant's Name Bharat Sahgal, Property Manager		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5460 Bancroft Ave, Unit 206 Oakland CA			
Appellant's Mailing Address (For receipt of notices) OTPG PO Box 1201, Alameda, CA 94501		Case Number T19-0326	Date of Decision appealed March 10th, 2020
Name of Representative (if any) Jill Broadhurst, BIG CITY Property Group		Representative's Mailing Address (For notices) PO Box 13122 Oakland CA 94661	

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.)* **See attached**
- 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.)* **Oakland RAP timelines for Reduction claim**
 - 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.)*
Reduction %

For more information phone (510) 238-3721.

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

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

- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 3/30, 2020
 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Bharat Sahgal
Address	P. O. Box 1201
City, State Zip	Alameda, CA 94501
Name	Phala Williams
Address	5460 Banwoft Ave #106
City, State Zip	Oakland CA

	<u>3/30/20</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

3/27/20

T19-0326

Landlord Appeal Response

Landlord appeals the decision determined by Hearing Officer Lambert.

- 1- Hearing Officer omitted the vital facts that were submitted and the in-person testimony provided by the Landlord witness and property manager. A RAP was issued to the tenant on September 2, 2014. This was established in case T14-0413 and this previous case was discussed the day of the hearing.
- 2- Landlord objects to a 25% reduction in rent for the pest conditions. The management provided documentation and demonstrated the detail and depth involved in trying to resolve this issue. There was good faith on behalf of the management to resolve this matter. Management was working with tenant in servicing the pests since May 2018. It seems reasonable to have a 12.5% reduction apply. Further, Hearing Officers are not housing inspectors. The city code violation paperwork makes a minimal mention of any pest problem, further highlighting that a 12.5% reduction seems more appropriate.
- 3- The tenant moved out of unit #206 on 10/12/19. This petition was filed on June 25, 2019. Therefore the 12.5% ongoing credit should not apply and should be removed from the decision.
- 4- Tenant admits the first pest problem began in May 2018 in unit #206. Owner immediately began servicing that unit as evidenced in servicing log submitted with the initial petition response. However a petition was not filed till June 2019. One year and a month after the problem was first documented. The tenant can only be granted a 90-day credit (per 8.22.090,3b) since the RAP was indeed served. Landlord asks that restitution be recalculated.
- 5- The tenant has never paid \$1050, as hearing officer alludes too in the overpayment table. Tenant has always paid \$977 per hearing decision T14-0413. In fact, as was discussed in the hearing, she did not pay October 2019 rent and the rent board hearing should not have taken place. To date the tenant is still in default for that month of rent.

Landlord asks that corrections be made administratively. The financial adjustments should be based on all the restated facts noted above. Landlord asks that the hearing decision be amended to reflect ALL the evidence and testimony first provided in the hearing. Maximum credit allowed is $(\% \times 1050) \times 3 \text{ mos} / 90 \text{ days}$.

Thank you,

Jill Broadhurst 
BIG CITY Property Group

000094

CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case No.: T19-0186, T19-0235
Case Name: Didrickson v. Commonwealth Company
Property Address: 2230 Lakeshore Ave., Unit #7, Oakland, CA
Parties: Glenda Didrickson, (Tenant)
Carlos Didrickson, (Tenant)
Allen Sam, (Property Manager)

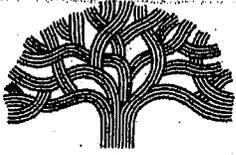
TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 5, 2019
Tenant Petition filed	March 26, 2019
Owner Response filed	July 11, 2019
Hearing Decision mailed	December 23, 2019
Tenant Appeal filed	January 13, 2020
Owner Response to Appeal filed	January 15, 2020
Tenant Narrative filed	January 15, 2020
Tenant Appeal Filed	January 27, 2020

000095

T19-0186 PC/MA

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2019 FEB -5 AM 11:50
	<u>TENANT PETITION</u>	

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

Please print legibly

Your Name Carlos & Glenda Didrickson	Rental Address (with zip code) 2230 Lakeshore Av #7 Oakland Ca 94606	Telephone:
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) Commonwealth Co Ted Dang	Mailing Address (with zip code) 1305 Franklin St Oakland Ca 94612 Suite 500	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 8

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

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

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

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

(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2006)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
✓ (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: December 2006 Initial Rent: \$ 2,500.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Nov. 2012 If never provided, enter "Never."

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T13, T14, T15, T16, T17, T18

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Blenda Didriksen
Tenant's Signature Carls D. D.

Feb 5, 2019
Date

[Empty rectangular box]

- 1) gas heater not working from Nov. 2018 to Jan 31, 2019 (repaired 1-31-19)
- 2) patio not replaced - patio boards removed Feb 2017, with NO legal permit.
- 3) bedroom vent leaks rainwater when heavy rain.
- 4) patio door handle broken, patio door frame separates from Glass.

[Empty rectangular box]

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

RECEIVED
FEB 5 11:50

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

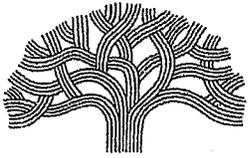
File Review

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

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

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

RC/MA



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JUL 11 PM 2:10

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19-0186

Your Name 421 Associates	Complete Address (with zip code) 1305 Franklin Ste #500 Oakland CA 94612	Telephone:
		Email:
Your Representative's Name (if any) Allen Sam	Complete Address (with zip code) 1305 Franklin Ste #500 Oakland CA 94612	Telephone: 510-832-2628
		Email:
Tenant(s) Name(s) Carlos & Blenda Didrickson	Complete Address (with zip code) 2230 Lakeshore Ave #7 Oakland CA 94612	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property

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

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

Date on which you acquired the building: 8/15/12

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
7/1/18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

The tenant moved into the rental unit on 12/15/06.

The tenant's initial rent including all services provided was: \$ 2500 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes No I don't know

If yes, on what date was the Notice first given? 9/17/2012

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
5/14/18	7/1/18	\$ 2983.31	\$ 3084.74	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3/25/17	7/1/17	\$ 2699.14	\$ 2983.31	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

Commonwealth Companies

– REAL ESTATE –

BRE#: 0442390

July 11th, 2019

City of Oakland
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612

RE: T19-0186

Commonwealth Companies recently received a notice from the City of Oakland dated June 26th, 2019 regarding Case No. T19-0186, notifying us that one of our residents, Carlos & Glenda Didrickson has filed a petition to the Rent Adjustment Board alleging a decrease in housing services, specifically citing the four issues below:

1. Gas Heater not working from Nov. 2018 – Jan. 2019
2. Patio not replaced – patio boards removed Feb. 2017 with no legal permit
3. Bedroom vent leaks rainwater when heavy rain
4. Patio door handle broken, patio door frame separates from glass

Our position for each issue:

1. Gas Heater not working from Nov. 2018 – Jan. 2019

By tenant's own admission, we successfully repaired the gas heater. Coordination between residents and contractors proved to be difficult due to a variety of reasons:

- a. Resident's insistence on being present for all work.
- b. Resident's refusal to communicate via email or phone.
- c. Ownership not receiving notice of malfunction from tenant in a timely manner. Claims malfunction in November, but verbal notice from manager not received until December, and written notice not received until January.
- d. Difficulty in aligning time when tenants would be present and contractor's availability.
- e. Multiple visits required. First contractor we hired was unable to fix the heater, which exacerbated the issue. We were able to find another contractor who was able to fix the heater.

2. Patio not replaced

The City of Oakland inspected the patio years ago and ruled that it was not up to code. Current owner was unaware that the previous owner installed the patio without any permits. This issue was addressed in Case No. T17-0327, ruling in favor of the tenant. Effective July 1, 2017, tenant was granted an ongoing rent decrease of \$298.33 unless the patio was properly rebuilt. The owner has honored the ruling of the Rent Adjustment Board since the day it took effect.

3. Bedroom vent leaks rainwater when heavy rain

MNJ Roofing and AT Mechanical independently address the roofing and venting systems in the past to complete repairs. In April 2019, our in-house repairman inspected the unit and verified that the bedroom vent was in working order and no longer leaking. We received no follow-up from the tenants since that time.

4. Patio door handle broken, patio door frame separates from glass

Quoting from the hearing decision dated February 6th, 2019 on case T18-0305:

"In T17-0327, the Hearing Officer conducted a site inspection again held that the repair was sufficient and the door operated far better than it was in prior inspection. *This claim was denied in T17-0327 and the decision became final when the tenants dismissed their appeal on October 10th, 2018.*"

In April 2019, our in-house repairman inspected the unit and verified that the patio door and the handle was functioning without issue. We received no follow-up from the tenants since that time.

We hope that after reviewing the evidence, as well as all previous judgments between Commonwealth and the Didricksons, that the Hearing Officer will come to the conclusion that we have been acting in good faith and complying with each and every part of the previous rulings.

Commonwealth Companies

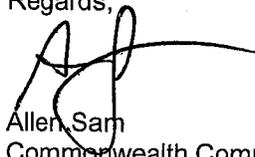
– REAL ESTATE –

BRE#: 0442390

We request that the owner be paid for the outstanding rent amount of \$2847.10 (not including any late fees or interest accrued). Attached to the letter is a chart of rent payments as of January 2018, which includes all the adjustments provided from the rulings of T17-0327, T18-0238, T18-0305, and the pending case of T19-0186. We feel that this back rent is properly owed to us based on prior judgments, but have held off on pursuing the difference while this case is being appealed again, and do not wish to complicate the matter until the Rent Adjustment Board confirm the previous Final Decision.

We also request the City of Oakland consider issuing sanctions to the Didricksons to prevent any further attempts at appealing the Rent Adjustment Board's ruling regarding the patio. This multi-year dispute has already been heard and ruled on multiple times, with several in-person mediation sessions between both parties in front of a hearing officer. The Didricksons continue to appeal and act as if these previous hearings were somehow unjust, despite any new evidence or rationale. At this point it's just a waste of time and resources for all parties, and shows a complete lack of respect towards the process and judgments of the Rent Adjustment Board.

Regards,



Allen Sam
Commonwealth Companies

	Base Rent	Patio Adjustment	Other Adjustments	Rent Owed	Resident Payment	Notes	Difference
Jan-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.95	past rent overpayment adj.	\$0.00
Feb-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Mar-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Apr-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
May-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jun-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jul-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Aug-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Sep-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Oct-18	\$3,084.74	\$298.33	\$149.17	\$2,637.24	\$2,517.54	tarp ruling reimbursement	\$119.70
Nov-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Dec-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jan-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Feb-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Mar-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Apr-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
May-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jun-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jul-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
							\$2,847.10

NOTE: July 2018 base rent increase of 3.4% from \$2983.31 to \$3084.74 per the City of Oakland allowable CPI adjustment

T19:0235 PC/MA



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 250 Frank H. Ogawa Plaza, Ste. 5313
 Oakland, CA 94612-0243
 (510) 238-3721

For date stamp.
 26 PM 2:21

TENANT PETITION

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

Please print legibly

Your Name Carlos & Glenda Oidrickson	Rental Address (with zip code) 2230 Lakeshore Av. Oakland Cal 94606	Telephone: _____ E-mail: _____
Your Representative's Name	Mailing Address (with zip code)	Telephone: _____ Email: _____
Property Owner(s) name(s) Commonwealth Inc Ted Dang	Mailing Address (with zip code) 1305 Franklin St. Oak Cal Suite 500 94612	Telephone: _____ Email: _____
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: _____ Email: _____

Number of units on the property: 8

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

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

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

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

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

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

Date you moved into the Unit: Dec 2006 Initial Rent: \$ 2500.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Nov 2012 If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>8-13-18</u>	<u>UNKNOWN</u>	\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T-13 - T-14 - T-15 - T-16 - T-17 - T-18

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Carly Didi
Tenant's Signature

3-26-19
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

The following is verification of health and safety violations previously reported on numerous petitions with the Oakland Rent Adjustment Board.

Please refer to the following pages of written report of health and safety violations at 2230 Lakeshore Ave Oakland Ca 94606 unit 7

- 1) no legal permit to remove the patio deck
- 2) no legal permit to install heating duct on the roof above bedroom.
- 3) Oakland building inspector found the following violations
 - 3a) water dripping from heater duct in the bedroom
 - 3b) sliding patio frame handle broken, and the frame shows a large gap - door frame separates from glass door
 - 3c) main electrical breaker trips if the stove (oven) and microwave or dishwasher and tv are on
 - 3d) no smoke/carbon dioxide detector in living room.

These have been on going violations that have been reported on numerous petitions and verified by a qualified Oakland Building Inspector

We are requesting that any past increase previously allowed during these violation issues be reexamined based on these issues never having been properly repaired/replaced.

I Requested A Dismissal of Appeal on Oct 10 2018 After speaking To the CO OWNER of the property of 2230 Lakeshore Ave, JOHN WILLIAMS ABOUT REPLACING THE PATIO DECK AND HE SAID THAT HE WOULD TALK TO TED DANG. AND STILL NO PATIO DECK REPLACED AS OF THIS DATE

Carls Daduke Blendalidinkeen

WE ARE IN

MAILED TO Wrong APT ... sent TO APT 5 --- APT 7

000112

Commonwealth Companies

REAL ESTATE
1305 Franklin Street, Suite 500
Oakland, CA 94612

OAKLAND CA 94612

04 JAN 2019 PM 3 1

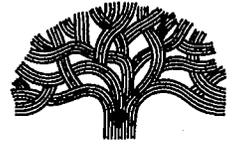


Carlos & Glenda Pedersen
2230 Lakeshore Ave #5
Oakland CA 94606



94606-105105





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

Housing and Community Development
Department Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0186, Didrickson v. Commonwealth Company
T19-0235, Didrickson v. Commonwealth Company

PROPERTY ADDRESS: 2230 Lakeshore Ave., Unit #7, Oakland, CA

DATE OF HEARING: September 24, 2019

DATE OF DECISION: December 20, 2019

APPEARANCES: Glenda Didrickson, Tenant
Carlos Didrickson, Tenant
Allen Sam, Property Manager

SUMMARY OF DECISION

The Tenant Petition is denied.

CONTENTIONS OF THE PARTIES

On February 5, 2019, the tenants filed a Tenant Petition, alleging code violations and decreased housing services. On March 26, 2019, the tenants filed another Tenant Petition alleging additional decreased housing services.

On July 11, 2019, the owner filed a timely response, denying the allegations.

ISSUES

(1) Have the tenants' housing services decreased, and if so, by what amount?

EVIDENCE

Background and Rent History

The tenants' unit is located in a residential building consisting of eight (8) units. The tenants moved into their unit in December of 2006, at an initial monthly rent of \$2,500.00. The tenants filed several petitions in the past that addressed the same issues raised in the current petition, including setting the base rent, reduction for certain

decreased housing services and ongoing reduction due to the loss of the deck.¹ Official Notice is taken of the prior cases and Orders in those cases will be honored.

RAP Notice

It is undisputed that the tenants received their first notice of the existence of the Rent Adjustment Program (RAP Notice) in 2012 and they also received the RAP Notice with subsequent rent increases.

Prior Hearing Decisions Regarding Decreased Housing Services

At the time of the hearing, the parties agreed that the loss of the wooden patio deck, issues with the patio door and handle, and heating vent leak were previously raised, addressed, and adjudicated in cases T15-0374, T16-0175, T17-0327, T18-0238, and T18-0305. As such, the only remaining issues to be addressed are as follows: (1) Gas Heater; (2) CO/Smoke Detector; and (3) Electric Breaker.

Gas Heater: The tenants testified that their gas heater stopped working in November of 2018, and wasn't repaired until January 31, 2019. They reported the issue to the owner in November of 2018, and the owner attempted repairs but the gas heater stopped working again. A new contractor was hired and the gas heater was repaired on January 31, 2019.

The property manager testified that he was not notified of the issue with the gas heater until December of 2018. He further testified that the repair required multiple visits and the delay in completing repairs was due to difficulty coordinating repairs with the tenants. He confirmed that the gas heater was repaired on January 31, 2019.

CO/Smoke Detectors: The tenants testified that an Inspector from the City of Oakland Code Enforcement Services conducted an inspection of the subject unit on March 11, 2019, and noted that a CO/Smoke detector was missing in the living room. The owner installed a CO/Smoke detector in July of 2019, but installed it on the support beam instead of the ceiling.

The property manager testified that he was not aware that the CO/Smoke detector in the living room was missing until the inspection on March 11, 2019. Prior to that, it was his understanding that all CO/Smoke detectors were in working order. Once he became aware of the issue, he attempted to coordinate installation of a new CO/Smoke detector on multiple occasions but the tenants were unresponsive and it was very difficult to schedule a time with them to install the CO/Smoke detector. He was eventually able to coordinate repairs and a CO/Smoke detector was installed in the living room and in the hallway in July of 2019.

Electric Breaker: The tenants testified that the electric breaker short circuits if the stove, dishwasher, and television are all on at the same time. The property manager

¹ T15-0374, T16-0175, T17-0327, T18-0238 and T18-0305.

testified that his electrician looked at the problem and told him that the tenants are overloading the circuit breaker. If the tenants don't turn everything on at once, they won't have any issues with the circuit breaker.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent² and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. The tenants have the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, the tenants must establish they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief.

Gas Heater: The property manager testified credibly that he was notified of this issue in December of 2019 and the gas heater was repaired in January of 2019. The property manager was responsive and any delay in completing repairs was due to difficulty coordinating and communicating with the tenants. The property manager's response was reasonable and compensation for this claim is denied.

CO/Smoke Detectors: A CO/Smoke detector was installed in the living room after the property manager was notified that it was missing. The property manager testified credibly that the delay in installing the CO/Smoke detector was due to difficulty communicating and coordinating with the tenants, who insisted on being present for all repairs. The issue has been resolved and compensation for this claim is denied.

Electric Breaker: The tenants testified that the circuit breaker short circuits if multiple appliances are on at the same time. The property manager testified credibly that the tenants are overloading the circuit breaker, and if they stop turning everything on at once, the circuit breaker won't short circuit. This issue does not affect the habitability of the unit, and compensation for this claim is denied.

ORDER

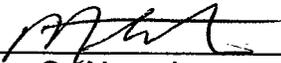
1. The Tenant Petitions T19-0186 and T19-0235 are denied.
2. The claims for decreased housing services are denied.

² O.M.C. §8.22.070(F)

³ O.M.C. §8.22.110(E)

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

Dated: December 20, 2019



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

000116

PROOF OF SERVICE

Case Number T19-0186; t19-0235

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

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

Documents Included

Hearing Decision

Owner

Ted Dang, 421 Associates
1305 Franklin Street Suite 500
Oakland, CA 94612

Owner Representative

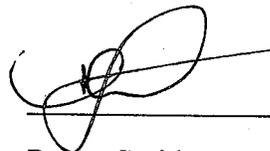
Allen Sam
1305 Franklin Street #500
Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson
2230 Lakeshore Avenue Unit 7
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 23, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000117

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2020 JAN 13 AM 9:50
	<u>APPEAL</u>	

Appellant's Name CARLOS Glenda Didrickson		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 2230 Lakeshore Ave #7 OAKLAND, CA. 94606		
Appellant's Mailing Address (For receipt of notices) SAME		Case Number T19-0186 T19-0235
		Date of Decision appealed 1-13-2020
Name of Representative (if any)		Representative's Mailing Address (For notices)

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

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

PLEASE Refer to Letter Dated 1-14-20

For more information phone (510) 238-3721.

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

(PLEASE Refer to Letter Dated 1-14-20)

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

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

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

Name	TEO DANG 421 ASSOCIATES
Address	1305 FRANKLIN ST. SUITE 500
City, State Zip	OAKLAND, CA. 94612
Name	Allen Sam
Address	1305 FRANKLIN ST. ST 500
City, State Zip	OAKLAND, CA 94612

Carlos Diederich Blenky Dick	1-13-20
---------------------------------	---------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

BOYE

WJ Please Refer to Letter Dated 1-14-20 which Refers to
Me trying to get copies of AUDIO FOR THE SEPT 24 HEARING IN 2014
AND Discrepancies in the Hearing Decision - WAS DENIED TO
SPEAK ABOUT UNRESOLVED ISSUES ALONG WITH THE BUILDING INSPECTOR'S
REPORT ON HEALTH & SAFETY VIOLATIONS

Carls Rind

1-13-20

Commonwealth Management
- REAL ESTATE -
BRE#: 00821583

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2020 JAN 15 AM 11:57

January 15th, 2020

City of Oakland
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612

RC/MA

RE: T19-0186 & T19-0235 Appeal Response

421 Associates recently received a copy of an appeal dated January 13th, 2020 from Carlos & Glenda Didrickson, protesting the decisions of previous cases T19-0186 & T19-0235. They allege the decisions made by the Rent Adjustment Board is not supported by substantial evidence.

Ironically, their appeal lacks in anything substantive to respond to.

On the appeal that we received dated 1-13-2020, they attached a letter dated 1-13-2020 asking the reader to refer to "the letter dated 1-14-2020" – which was not included. They either forgot to or decided not to include "the letter dated 1-14-2020". It is also possible that the letter wasn't written yet (assuming that the dates on all the documents are accurate). There seemed to be plenty of space on the letter attached for Carlos & Glenda Didrickson to state their case, but they elected not to.

421 Associate's position on the matters previously adjudicated by the RAP Board remain consistent. We continue to comply with all the terms of the previous decisions, and will defend ourselves against further appeals.

421 Associates expects that Carlos & Glenda Didrickson will continue to appeal as long as they have the ability to, as they have had for several years now. We reluctantly participate out of respect for the RAP Board's procedural process, but we hope the RAP Board can review the progression of this dispute over time, and see how silly and redundant having to deal with this situation has become.

Regards,


Allen Sam
Commonwealth Management

PS: We have attached our copy of the appeal sent to us by the Didricksons for your review.

January 14, 2020

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

RC/MA

Ms. Chanée F. Minor
Manager/Director
Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, Calif. 94612

2020 JAN 15 PM 1:03

Regarding: Appeal T19-0186
Appeal T19-0235

Dear Ms. Minor:

In response to my tenant petitions submitted in the above-referenced matters, your office sent me a copy of the hearing decision denying both petitions.

In seeking to appeal that decision, however, I have experienced a number of administrative obstacles and logistical road blocks, making my appeal efforts extremely difficult.

For that reason, I am contacting you for your assistance. First, the proof of service is dated December 23, 2019 and was actually mailed on ~~December~~ December 26, 2019. However, I did not receive the decision until December 30, 2019.

On that day, I contacted Mr. Robert Costa and asked that he arrange for me to receive copies of both petitions, the landlord responses and an audio copy of the hearing proceedings. Mr. Costa then informed me that I should contact Ms. Maxine Visaya for that purpose.

Again, on the very same day, I contacted Ms. Visaya via voice mail and e-mail, requesting the above-referenced documents and a copy of the audio disk recording. Later, not having heard anything from Ms. Visaya for several days, I sent another voice mail message and e-mail notification regarding my urgent need to receive this documentation.

Finally, on January 7, 2020, Ms. Visaya sent me an e-mail notification, indicating that she no longer handled the requested duties and urged me to contact Ms. Cindy Jay for assistance. Consequently, on that day I contacted Ms. Cindy Jay via voice mail and e-mail. And after getting no response from her, I contacted her again two days later.

On the morning of Friday, January 10, 2020, I still had not been contacted regarding my request; so I decided to come down to your office. Facing a filing deadline of January 13, 2020, I now had only three days to file my appeal.

After coming down to the RAP office, I informed your front desk of my dilemma and my urgent need to obtain the requested documents and audio. However, instead of receiving help I was turned away. Specifically, I was informed that the office was closed and that they could not assist me.

000122

Frustrated and confused, I called Mr. Robert Costa and informed him that I still had received no assistance. Eventually, a few hours later, Mr. Costa contacted me and asked me to return to the RAP office. Later that afternoon, I came in, paid for everything and left. However, an hour later, I discovered that the audio disk was blank. I tested the disk on my laptop, home entertainment system and my car stereo system-nothing! I then contacted Ms. Cindy Jay.

At about 4:20 p.m., Ms. Cindy Jay informed me that she would prepare another copy for me and that I could come in on Monday, January 13, 2020. She explained further that it was just too late to give me the disk on that day.

Of course, January 13, 2020 was my official filing deadline. What does this all mean? From December 30, 2019 through January 13, 2020, a period of two weeks, I could not get anyone in your department to honor my reasonable request for document/record copies.

It also means that it was not until January 13, 2020, my actual filing deadline, that I finally received everything I had previously requested. Accordingly, given this unexpected and unfortunate set of circumstances and events ~~and events~~, I am requesting additional time (fifteen days) in order to provide my submissions to the Board/Rent Adjustment Program.

Your consideration and prompt attention to this request are greatly appreciated.

Sincerely,



Carlos Didrickson

000123

2020 JAN 27 PM 12:38

APPEAL: T19-0186
T19-0235

INTRODUCTION

Carlos and Glenda Didrickson are submitting this appeal in response to the RAP decision entered on December 20, 2019 by Maimoona S. Ahmad.

During the course of over two weeks, I, Carlos Didrickson, contacted the RAP (numerous times) in an effort to obtain the documentary record necessary to prepare this appeal. However, because of bureauratic red tape, I did not receive all of the requested record until January 13, 2020, the very last day for the timely filing of the RAP appeal form.

In the appeal record, I have included a letter to the RAP Manager/Director, dated January 14, 2020. This letter has provided (in detail) my unsuccessful efforts to receive the requested information in a reasonable and timely manner. Also, because of the bureaucratic problems I have experienced in obtaining the RAP record, I asked for additional time to submit this appeal. However, inexplicably, I was not afforded additional time.

My appeal will be based on two grounds. First, the fact that the hearing officer's decision is not supported by substantial evidence (E). And secondly, the fact that the decision (OTHER) is based on personal bias in favor of the landlord/owner (H).

ARGUMENT

According to RAP rules and Board regulations, a landlord has 35 days to respond to a petition submitted by a tenant. However,

000124

Commonwealth did not submit a response until July 11, 2019, almost five full months after the tenants' petitions were filed.

In her ruling, Ms. Ahmad indicated that Commonwealth had filed a "timely" response in this matter. However, not only is this statement erroneous and false, it clearly is not supported by substantial evidence.

This fact also is important because the landlord was afforded additional rights and privileges against me. Rights, privileges and advantages that Commonwealth would not otherwise have had. Moreover, a decisive preference of this magnitude suggests real bias against me.

I became even more aware of this bias during the course of the hearing on September 24, 2019. During the hearing, only three issues were actually addressed--even though I did present evidence of two additional issues in my petitions.

The three issues addressed at the hearing were my problems with the gas heater, CO/smoke detector and the electric breaker.

While discussing problems with my CO/smoke detector, I explained that (because I am retired) I would be at home to let the repairman in at any given time. In addition, a review of the CD recording will show that I never insisted on being present because I would actually be at home any way. More importantly, however, is Ms. Ahmad's assertion that the issue had been resolved. It has not been resolved, and I informed her of that fact.

Why did Ms. Ahmad simply ignore my claim? While it is true that a CO/smoke detector was installed, it has never worked properly and still needs to be replaced.

In addition to the above, Ms. Ahmad's ruling that the issue had been resolved is not supported by substantial evidence. When

CITY OF OAKLAND
UNION ARBITRATION
2020 JAN 27 PM 12:38

I submitted my petition (T19-0235), I attached a copy of the NOTICE OF VIOLATION issued by the City of Oakland. The notice documented the problems relating to the CO/smoke detector, the broken patio door handle, leaking bedroom vent and the defective electrical breaker. More importantly, I explained to Ms. Ahmad that these problems still remained unresolved. I am attaching another copy of the NOTICE OF VIOLATION.

On January 21, 2020, the Building Inspector, Mr. Randy Schimm, returned to my unit and noted/documented the above-referenced problems in a second NOTICE OF VIOLATION. Not much has actually changed. Furthermore, according to Mr. Schimm, the second notice will go out later this week.

In addressing the electrical breaker issue, a review of the CD recording will reveal evidence of clear bias by Ms. Ahmad. How exactly? When Allen Sam testified during the hearing, he openly admitted that he ^{was} not an electrician and actually knew nothing about electrical matters. However, as a solution to the electrical breaker problem, he suggested that we just stop turning everything on at once.

Well, there were no facts or statements suggesting that we turned everything on at once. We simply mentioned that our electricity went dead when the stove and oven were on at the same time. This is normal stuff; nothing out of the ordinary here.

In addition to the above, When Ms. Ahmad suggested that Allen Sam (Property Manager) "credibly testified" that we are overloading the circuit breaker and should stop turning everything on at once, she actually was assuming facts not in evidence. Was Allen Sam

even there? NO! Was Ms. Ahmad there? NO! More importantly, neither I nor my wife said anything about turning everything on at once. A review of the CD recording will substantiate this.

Consequently, Ms. Ahmad's determination that Allen Sam testified credibly was based on nothing short of sheer bias. In addition, there no facts to suggest that Allen Sam knew anything about how or why the electrical overload occurred. It was all speculation, and Ms. Ahmad just ate it all up. Moreover, our inability to cook meals at home does materially affect habitability. Therefore, our claim for an offset should be respected.

Also, Ms. Ahmad's ruling is not supported by substantial evidence for yet another reason. Even though the problem with my patio sliding door handle and leaking bedroom vent are specifically noted in the NOTICE OF VIOLATION (dated 3/11/19), she would not address these very real and legitimate issues at the hearing or in her decision.

CONCLUSION

Given the potential for disparate and/or material issues of fact in this matter, I am asking that this case be referred to a hearing before the Rent Board. Also, given the foregoing, I am asking that the previous ruling be reversed and that we receive decreased housing services consideration for the heater, smoke detector, electrical breaker, broken patio door handle and leaking bedroom vent.



CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandnet.com

(510) 238-6402

FAX:(510) 238-2959

TDD:(510) 238-3254

NOTICE OF VIOLATION

March 19, 2019

Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES
C/O TED W DANG
1305 FRANKLIN ST 500
OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895
Property: 2230 LAKESHORE AVE, Unit 7
Parcel Number: 023 -0414-013-00

Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on **March 11, 2019** and confirmed:

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

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

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

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

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

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **April 24, 2019** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

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

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

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

Sincerely,

 Randy Schimm
 Specialty Combination Inspector
 Planning and Building Department

Enclosures as applicable:

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

cc:

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

Property Address: 2230 LAKESHORE AVE, Unit 7

Complaint #: 1900895

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

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.	15.08.050
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing upgrading of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

Zoning

Description of Violation	Required Action	OMC Section

CHRONOLOGICAL CASE REPORT

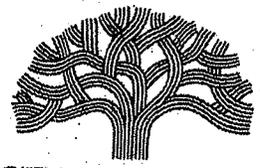
Case No.: T17-0590
Case Name: Bradley v. Brooks
Property Address: 558 Alcatraz Avenue
Oakland, CA
Parties: Melanie Bradley (Tenant)
Fredia Brooks (Owner)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	October 23, 2017
No Owner Response filed	-----
Hearing Decision mailed	June 13, 2018
Owner Appeal filed	June 25, 2018

T17-0590 LM/SK

RECEIVED

 <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721</p>	For date stamp:
	<p>OCT 23 2017</p> <p>RENT ADJUSTMENT PROGRAM OAKLAND TENANT PETITION</p>

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

Please print legibly

Your Name <i>Melanie Bradley</i>	Rental Address (with zip code) <i>558 Alcatraz Ave Oakland, CA 94609</i>	Telephone: E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <i>Fred's Brooks</i>	Mailing Address (with zip code) <i>624 Harrison Terrace, San Jose, CA 95125</i>	Telephone: Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: _____

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

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

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

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

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

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

Date you moved into the Unit: July 10, 2014 Initial Rent: \$ 1,050.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>07/10/15</u>	<u>09/10/15</u>	\$ <u>1,050.00</u>	\$ <u>1,133.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>07/29/16</u>	<u>09/01/16</u>	\$ <u>1,133.00</u>	\$ <u>1,195.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>09/18/17</u>	<u>10/01/17</u>	\$ <u>1,195.00</u>	\$ <u>1,230.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

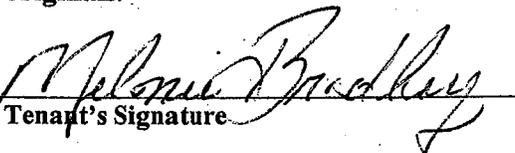
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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


Tenant's Signature


Date

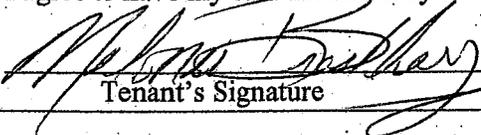
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

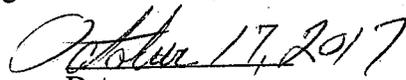
Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation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

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

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



Tenant's Signature



Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

File Review

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

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

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

Rent Paid 2014 07/2014 to 07/2015
\$1050.00

RENTAL AGREEMENT
Address: 558 Alcatraz Ave, Oakland CA

THIS AGREEMENT made this Thursday day of July 10, 2014, between Fredia Brooks, "Property Owner", herein called "Landlord," and Melonie Bradley, herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of Oakland, State of California, described as follows: 1 Bedroom Duplex Home, Commencing on the 1st day of September 2014, and monthly thereafter until the _____ day of _____, at which time this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. Rent for _____ through _____ Fredia Brooks _____

Tenant agrees to pay Landlord as base rent the sum of *\$1,100.00 per month, due and payable monthly in advance on _____ day of each month during the term of this agreement. From _____ - _____, the Tenant and Landlord has agreed that the Tenant will pay *\$1,100.00 due _____ . And every _____ day thereafter for monthly rent.

1. Rental Application Processing Fee (non-refundable) of \$50 is due along with completed Rental Application
2. A maintenance deposit (a one-time fee) of \$500 is due along with first month rent and signed Rental Agreement
3. *A monthly \$50.00 credit will be applied towards the rent for upgrades promised by the tenant for the unit. Upgrades approved by the Landlord are to remain in the unit - unless other arrangements have been made in advance. Initial credit stipulation: _____ dated: _____

Fredia Brooks _____

2. Payment of Rent

Monthly rent payments may be made by cash or by check until the first check is dishonored and returned unpaid. Only cash, cashier checks or money orders will be accepted at such time. Rent shall be made payable to Fredia Brooks and hand deposited to Chase Bank, an account number will be provided by the Landlord.

3. Payment of: Water (EBMUD), Electric (PG&E), Garbage (Waste Management), is the responsibility of the Tenant, and must be paid according to the terms with each entity.

4. Appliances

The house is rented with the following appliances: Refrigerator and Stove. Other appliances may be included in the rental properties that are the sole responsibility of the tenant to upkeep. The landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any appliances other than the refrigerator and stove. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord agrees to remove appliances at the request of Tenant. Any personal property remaining on the Premises may be used by the Tenant, however the Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Lease Agreement in the same or better condition, reasonable wear excepted.

Tenant agrees to pay Landlord any fees associated with late pays or bad checks. If late fees or bad check charges occurs more than once Tenant will be advised that the Rental Agreement is voided and termination is expected within 30days.

6. Use

The Tenant agrees to use the premises only as a residence for self. By no means may Tenant allow any additional persons to occupy premise beyond limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

7. Pets

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

8. Non-assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to Sub-Let any part of the property, nor to allow any other person to live therein without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

9. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

10. Attorney's Cost

If court action is sought by either party to enforce the provisions of the Rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

11. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$50) must receive permission of the Landlord prior to being made. Under no circumstances will Landlord be responsible for any improvements or repairs costing more than \$50 unless the Tenant is given written authorization to make repairs or improvements in advance. The

Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

13. Occupancy

Tenant to Maintain dwelling unit as follows:

1. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, airconditioning, and other facilities and appliances including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
7. Conduct herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

14. Cleaning Fee

Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum \$50 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$50 cleaning fee.

15. Plumbing and Electricity

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

16. Tenant Cooperation

Tenant agrees to cooperate with Owner/agent in showing property to prospective tenant, prior to termination of occupancy.

17. Removal of Landlord's Property

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

18. Tenant Insurance

No rights of storage are given by this Lease Agreement. The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about

or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Tenant agrees to purchase Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured thereunder. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

19. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous a month, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

20. Lock Policy

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

21. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

22. Inventory and Inspection Record

An Inventory and Inspection Record has been discussed and outlined for the Tenant's use. Any outstanding issues must be brought to Landlord's attention within the three-day time limit. The Owner will determine if additional action are needed to complete the necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant have completed the Inspection and Inventory Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

23. Tenant Responsibility

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

24. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property

of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

25. Maintenance of Lawns

The Tenant acknowledges that they are responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect.

26. Vehicle Policy

No off street parking is provided by the Landlord or property. Parking is at your own risks. Obeying all parking signs and restrictions. Parking, security, and personal possessions in the car is Tenant responsibility. The Tenant must follow rules and laws of the city Parking Department concerning parking. Tenant must obtain all necessary parking permits and information for himself and guests. Landlord is not responsible for tenant's parking needs. Off street parking is not provided by landlord

27. Roof and Termite Alert

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

28. Utilities

Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. (See section 3 for details on payment of certain utilities).

29. Non-Liability

The Tenant hereby states that any work or repairs that need to be done will be handled by competent professionals, unless Tenant is qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenant further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenant capacity, they are urged to arrange for professional help.

30. Disclosure of Landlord Agent

The Owner, Fredia Brooks – Landlord may be represented at various times by his employees or agents, who will carry identification. Owner's address is: 624 Harrison Terrace, San Jose, CA 95125.

31. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the state Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.

32. Phone

The tenant agrees to get a phone installed in the premises as soon as possible. Landlord will be given the phone number within two working days of installation and will be notified within two working days of any future changes in the phone number.

33. Access To Premises

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

34. Pest-Control Policy

Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Owner is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on the premises.

35. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

36. Legal Binding

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

37. Terms

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

39. Full Disclosure

The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

Accepted this ___ day of _____, 20__.

10/9/2017

Mail - meloniebradley@hotmail.com

Re: Rent Renewal - 2015 - 2016

Fredia Brooks

Wed 7/1/2015 2:52 PM

To: Melonie Bradley <meloniebradley@...>

Hi Melonie,

Your new lease amount is \$1133 per month beginning September 1, 2015 and your rental agreement has been extended for another year.

Regards,
Fredia

On Mon, Jun 15, 2015 at 7:21 AM, Melonie Bradley <...> wrote:
Good morning Fredia,

Yes I want to extend my lease and agree to the increase of the rent.

I have not yet purchased any flowers for the outside as of yet because I have been working on improving the inside first. I did purchase blinds for the living room dining room and kitchen. The dining room blinds have been pre-ordered and will not be put up until next month.

I've taken down the old curtains and rods do you want me to keep these for you and if so I will need you to come open the storage so the can be stored.

I do have a question for you who is the family that lives directly across the street? I had a incident happen to me when I looked out my window at 4:00am in the morning a few months ago as I always do checking on my car because of that last break in of my friends car, I saw the neighbors outside as they always are that early on the porch. I went back to lay down and someone rang my door bell, I went to the door and no one was at the door I looked out my window again and they were not on the porch. I can't say they rang the door bell but it was a little suspect.

And on Saturday someone on a bike came and rang my door bell at 8:00pm I looked outside and saw a black male who went back across the street got on his bike and rode off.

Anyway give me a call if and when you have time and I hope you're having a good 2015

Thanks,

Melonie Bradley

Date: Sun, 14 Jun 2015 09:48:45 -0700
Subject: Rent Renewal - 2015 - 2016
From: [bcgr](#)
To: [Melon](#)

Melonie,

Hope all is well.

Your rent renewal is coming up and I wanted to check in with you to see if you are interested in renewing for another year.

000142

10/9/2017

Mail - meloniebradley@hotmail.com

You can anticipate a rent increase of approximately 3% of the \$1100 monthly rental (\$1133 per month). The \$50 credit I extended for a year will be expired.

I have been very disappointed in the upkeep of the flower beds and the lack of foliage and color... is there something you can do to help remedy the situation... Let me know.

Do let me know your intentions within the 30 days notice period.

Regards,
Fredia
Landlord

000143

10/9/2017

Mail - meloniebradley@hotmail.com

558 Alcatraz 2016 Rent Increase

Fredia Brooks

Fri 7/29/2016 10:03 AM

Melonie Stuff

To: Melonie Bradley <M...>

Cc: Fredia Brooks <b...>

Melonie -

There will be a rent increase for 558 Alcatraz - beginning September 1st, 2016 ... The increase will be approx 5.5% = \$62.00. This is due to increase in property taxes, maintenance cost and keeping close with rental market.

Therefore, rent for 558 Alcatraz will be \$1,184.00 per month.

Regards,

Fredia Brooks

Landlord of Alcatraz Place

*\$62.00 added to
\$1133.00 for the rent increase
09/1/16 to 09/1/17 = \$1195.00
which I paid.*

10/9/2017

558 Alcatraz - 2018 Rental Annual Increase - Melonie Bradley

558 Alcatraz - 2018 Rental Annual Increase

Fredia Brooks <bcgconsultingservices@gmail.com>

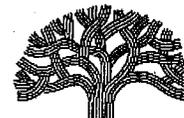
Mon 9/18/2017 1:26 PM

To: Melonie Bradley <M

The rental increase will be 3%, \$1230.85. The rental increase will be effective October 1, 2017.

Regards,
Fredia Brooks
Landlord

000145



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0590, Bradley v. Brooks
PROPERTY ADDRESS: 558 Alcatraz Ave., Oakland, CA
DATE OF HEARING: April 12, 2018
DATE OF DECISION: June 13, 2018
APPEARANCES: Melanie Bradley (Tenant)
(No Appearance by Owner)

SUMMARY OF DECISION

The tenant's petition is granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on October 23, 2017, which alleges that a current proposed rent increase from \$1,195 to \$1,230 per month, effective October 1, 2017, and prior rent increases from \$1,133 to \$1,195 per month, effective September 1, 2016, and from \$1,050 to \$1,133 per month, effective September 1, 2015, exceed the CPI Adjustment and are unjustified or are greater than 10%; and that she has never received the form Notice to Tenants (RAP Notice).

The owner did not file a response to the petition, nor did the owner appear at the Hearing.

THE ISSUES

- (1) When, if ever, did the tenant receive the RAP Notice?
- (2) Are the contested rent increases valid?
- (3) Has the tenant overpaid rent and, if so, in what amount?
- (4) What is the current rent?

000146

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that she has never received the RAP Notice.

Rent History: The tenant testified that she moved into her unit in July 2014, at a rent of \$1,050 per month. She further testified that she has paid monthly rent, as follows: \$1,133 from September 2015 through August 2016; and \$1,195 from September 2016 through April 2018. The tenant testified that she intends to continue paying rent of \$1,195 per month until she receives a Hearing Decision.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant has never received the RAP Notice.

Rent Overpayments: The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹ and together with any notice of rent increase or change in terms of a tenancy.² An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.³

A tenant petition must be filed within 90 days of the date of service of a rent increase notice or the date the tenant first receives the RAP Notice, whichever is later.⁴ Because the tenant has never received the RAP notice, all of the contested rent increases are invalid. Therefore, the rent is first reduced to the initial rent amount of \$1,050 per month. Further, the tenant has overpaid rent since September 2015, when she first paid increased rent. As shown on following Table, the tenant has overpaid rent in the amount of \$4,186.

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-15	31-Aug-16	\$1,133	\$1,050	\$ 83.00	12	\$996.00
1-Sep-16	30-Jun-18	\$1,195	\$1,050	\$ 145.00	22	\$3,190.00
TOTAL OVERPAID RENT						\$4,186.00

RESTITUTION

MONTHLY RENT	\$1,050
TOTAL TO BE REPAYED TO TENANT	\$4,186.00
TOTAL AS PERCENT OF MONTHLY RENT	399%
AMORTIZED OVER 12 MO. BY REG. IS	\$348.83

¹ O.M.C. Section 8.22.060(A)

² O.M.C. Section 8.22.070(H)(1)(A)

³ O.M.C. Section 8.22.060(C)

⁴ O.M.C. Section 8.22.090 (A)(2)

Conclusion: The tenant has overpaid rent in the total amount of \$4,186. The overpayment is ordered repaid over a period of 12 months.⁵ The rent is temporarily reduced by \$348.83 per month, to \$701.17 per month, beginning with the rent payment in July 2018 and ending with the rent payment in June 2019.

ORDER

1. Petition No. T17-0590 is granted.
2. The Base Rent, before reduction due to overpaid rent, is \$1,050 per month.
3. The tenant has overpaid rent in the total amount of \$4,186. The overpayment is ordered repaid over a period of 12 months.
4. The rent is temporarily reduced by \$348.83 per month, to \$701.17 per month, beginning with the rent payment in July 2018 and ending with the rent payment in June 2019.
5. In July 2019, if there has been no intervening rent increase, the rent will increase to \$1,050 per month.
6. The owner may otherwise be eligible for a rent increase, with an effective date not less than six months after the tenant is first given a RAP Notice.
7. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: June 13, 2018



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

⁵ Regulations, Section 8.22.110(F)

PROOF OF SERVICE

Case Number T17-0590

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

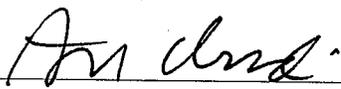
Today, I served the attached Hearing Decision by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant
Melanie Bradley
558 Alcatraz Ave
Oakland, CA 94609

Owner
Fredia Brooks
624 Harrison Terr
San Jose, CA 95125

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 13, 2018 in Oakland, CA.



Stephen Kasdin

000149

City of Oakland - Rent Adjustment Program

Statement of Appearance

Date of Hearing: 4-12-18 Petition Case Number and Name: 777-0580 (BROOLEY v. BROOLEY)

000150

I am appearing at the Rent Adjustment Hearing of the above-referenced petition before the City of Oakland Rent Adjustment Program Rent Adjustment Program on the above-captioned date. I hereby swear or affirm that any testimony that I give in the hearing in the above-entitled matter shall be the whole truth, under penalty of perjury, pursuant to the laws of the State of California.

*Tenant, Landlord, Landlord Agent, Tenant Witness, Landlord Witness, Attorney, Non Attorney Representative, Other

NAME (SIGNATURE)	PRINT NAME	CAPACITY*
	<i>Melanie Bradley</i>	<i>Tenant</i>

Dear Housing and Community Development Department –
Housing, Residential Rent and Relocation Board

RECEIVED Jan. 5, 2018

FEB - 8 2018

RENT ADJUSTMENT PROGRAM
OAKLAND

We received notification from the Rent Adjustment program concerning a tenant of ours who is not happy with the recent rent increase.

We reviewed the notification and did not find any information other than the completion of a handwritten form. If you were to receive a copy of the Rental Agreement many of the questions would have been answered. We believe some of what is being presented is misrepresented and would have been cleared up by that document alone.

We have reached out to the tenant on several occasions to openly discuss the issue and explained she has every right to question the increase and we have encouraged a dialogue on the matter. According to the Rental Agreement it is required that these issues are discussed for resolution prior to seeking mediation/arbitration.

We admit that there were some things done that were out of the ordinary during the rental increase and that was the lack of turn around time which left this tenant no preparation time to adjust to the increase.

Therefore, effective March 1st we will withdraw the 3% increase and her rent. The rent will be adjusted to what she was paying prior to the 3% increase. We are open to sitting down to discuss any further adjustments with her so that she understands the maintenance, insurance, upkeep, fees, taxes and other things that are part of some the expenses to keep the property intact.

Regards,

Owner



Fredia Brooks

000151



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

For **RECEIVED**
JUN 25 2018
RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name Fredia Brooks		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 558 Alcatraz Ave, Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 624 Harrison Terrace		Case Number T17 - 0590	Date of Decision appealed June 13, 2018
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.)* There are errors with the rent adjustments and math
- 2) Appealing the decision for one of the grounds below (required):

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

For more information phone (510) 238-3721.

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

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

- **You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed.** •
 I declare under penalty of perjury under the laws of the State of California that on June 25, 2018, 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	Melonie Bradley
Address	558 Alcatraz Ave
City, State Zip	Oakland, CA 94609
Name	
Address	
City, State Zip	

FCBrooks	June 25, 2018
----------	---------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

RENTAL AGREEMENT
Address: 558 Alcatraz Ave, Oakland CA

THIS AGREEMENT made this Thursday day of July 10, 2014, between Fredia Brooks, "Property Owner", herein called "Landlord," and Melonie Bradley, herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of Oakland, State of California, described as follows: 1 Bedroom Duplex Home, Commencing on the 1st day of September 2014, and monthly thereafter until the _____ day of _____, at which time this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. Rent for _____ through _____ Fredia Brooks _____

Tenant agrees to pay Landlord as base rent the sum of *\$1,100.00 per month, due and payable monthly in advance on _____ day of each month during the term of this agreement. From _____ - _____, the Tenant and Landlord has agreed that the Tenant will pay * \$1,100.00 due _____. And every _____ day thereafter for monthly rent.

1. Rental Application Processing Fee (non-refundable) of \$50 is due along with completed Rental Application
2. A maintenance deposit (a one-time fee) of \$500 is due along with first month rent and signed Rental Agreement
3. *A monthly \$50.00 credit will be applied towards the rent for upgrades promised by the tenant for the unit. Upgrades approved by the Landlord are to remain in the unit – unless other arrangements have been made in advance. Initial credit stipulation: _____ dated: _____.

Fredia Brooks _____

2. Payment of Rent

Monthly rent payments may be made by cash or by check until the first check is dishonored and returned unpaid. Only cash, cashier checks or money orders will be accepted at such time. Rent shall be made payable to Fredia Brooks and hand deposited to Chase Bank, an account number will be provided by the Landlord.

3. Payment of: Water (EBMUD), Electric (PG&E), Garbage (Waste Management), is the responsibility of the Tenant, and must be paid according to the terms with each entity.

4. Appliances

The house is rented with the following appliances: Refrigerator and Stove. Other appliances may be included in the rental properties that are the sole responsibility of the tenant to upkeep. The landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any appliances other than the refrigerator and stove. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord agrees to remove appliances at the request of Tenant. Any personal property remaining on the Premises may be used by the Tenant, however the Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Lease Agreement in the same or better condition, reasonable wear excepted.

5. Rental Collection Charge – For late pays and bad checks

Tenant agrees to pay Landlord any fees associated with late pays or bad checks. If late fees or bad check charges occurs more than once Tenant will be advised that the Rental Agreement is voided and termination is expected within 30days.

6. Use

The Tenant agrees to use the premises only as a residence for self. By no means may Tenant allow any additional persons to occupy premise beyond limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

7. Pets

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

8. Non-assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to Sub-Let any part of the property, nor to allow any other person to live therein without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

9. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

10. Attorney's Cost

If court action is sought by either party to enforce the provisions of the Rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

11. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$50) must receive permission of the Landlord prior to being made. Under no circumstances will Landlord be responsible for any improvements or repairs costing more than \$50 unless the Tenant is given written authorization to make repairs or improvements in advance. The

Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

13. Occupancy

Tenant to Maintain dwelling unit as follows:

1. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
7. Conduct herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

14. Cleaning Fee

Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum \$350 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$350 cleaning fee.

15. Plumbing and Electricity

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

16. Tenant Cooperation

Tenant agrees to cooperate with Owner/agent in showing property to prospective tenant, prior to termination of occupancy.

17. Removal of Landlord's Property

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

18. Tenant Insurance

No rights of storage are given by this Lease Agreement. The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about

or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Tenant agrees to purchase Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured thereunder. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

19. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous a month, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

20. Lock Policy

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

21. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

22. Inventory and Inspection Record

An Inventory and Inspection Record has been discussed and outlined for the Tenant's use. Any outstanding issues must be brought to Landlord's attention within the three-day time limit. The Owner will determine if additional action are needed to complete the necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant have completed the Inspection and Inventory Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

23. Tenant Responsibility

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

24. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property

of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

25. Maintenance of Lawns

The Tenant acknowledges that they are responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect.

26. Vehicle Policy

No off street parking is provided by the Landlord or property. Parking is at your own risks. Obeying all parking signs and restrictions. Parking, security, and personal possessions in the car is Tenant responsibility. The Tenant must follow rules and laws of the city Parking Department concerning parking. Tenant must obtain all necessary parking permits and information for himself and guests. Landlord is not responsible for tenant's parking needs. Off street parking is not provided by landlord.

27. Roof and Termite Alert

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

28. Utilities

Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. (See section 3 for details on payment of certain utilities).

29. Non-Liability

The Tenant hereby states that any work or repairs that need to be done will be handled by competent professionals, unless Tenant is qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenant further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenant capacity, they are urged to arrange for professional help.

30. Disclosure of Landlord Agent

The Owner, Fredia Brooks – Landlord may be represented at various times by his employees or agents, who will carry identification. Owner's address is: 624 Harrison Terrace, San Jose, CA 95125.

31. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the state Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.

32. Phone

The tenant agrees to get a phone installed in the premises as soon as possible. Landlord will be given the phone number within two working days of installation and will be notified within two working days of any future changes in the phone number.

33. Access To Premises

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

34. Pest-Control Policy

Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Owner is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on the premises.

35. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

36. Legal Binding

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

37. Terms

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

39. Full Disclosure

The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

Accepted this ___ day of _____, 20__.

Fredia Brooks
Landlord

, Tenant

Mason, Keith

From: Fredia
Sent: Tuesday, June 26, 2018 12:20 PM
To: Mason, Keith
Cc:
Subject: Fwd: Rent Renewal - 2015 - 2016

Re-sending due to incorrect email address...Oops 😊

Sent from iPhone - excuse typos, grammatical errors - Regards, Fredia

Begin forwarded message:

From: Fredia <f_____>
Date: June 26, 2018 at 12:14:59 PM PDT
To: kenm
Cc: f
Subject: Fwd: Rent Renewal - 2015 - 2016

Please add as part of documentation for case T17-0590, Bradley v Brooks

Thanks,
Fredia Brooks
Owner

Sent from iPhone - excuse typos, grammatical errors - Regards, Fredia

Begin forwarded message:

From: Fredia Brooks <dcgconsulting@vccs.wg.edu>
Date: June 26, 2018 at 9:30:05 AM PDT
To: fre
Subject: Fwd: Rent Renewal - 2015 - 2016

----- Forwarded message -----

From: Melonie Bradley <n_____
Date: Mon, Jun 15, 2015 at 7:21 AM
Subject: RE: Rent Renewal - 2015 - 2016
To: Fredia Brooks

Good morning Fredia,

Yes I want to extend my lease and agree to the increase of the rent.

I have not yet purchased any flowers for the outside as of yet because I have been working on improving the inside first. I did purchase blinds for the living room dinning room and kitchen. The dinning room blinds have been pre-ordered and

will not be put up until next month.

I've taken down the old curtains and rods do you want me to keep these for you and if so I will need you to come open the storage so the can be stored.

I do have a question for you who is the family that lives directly across the street? I had a incident happen to me when I looked out my window at 4:00am in the morning a few months ago as I always do checking on my car because of that last break in of my friends car, I saw the neighbors outside as they always are that early on the porch. I went back to lay down and someone rang my door bell, I went to the door and no one was at the door I looked out my window again and they were not on the porch. I can't say they rang the door bell but it was a little suspect.

And on Saturday someone on a bike came and rang my door bell at 8:00pm I looked outside and saw a black male who went back across the street got on his bike and rode off.

Anyway give me a call if and when you have time and I hope you're having a good 2015. (

Thanks,

Melonie Bradley

Date: Sun, 14 Jun 2015 09:48:45 -0700

Subject: Rent Renewal - 2015 - 2016

From: bcg _____ n

To: Mel _____

Melonie,

Hope all is well.

Your rent renewal is coming up and I wanted to check in with you to see if you are interested in renewing for another year.

You can anticipate a rent increase of approximately 3% of the \$1100 monthly rental (\$1133 per month). The \$50 credit I extended for a year will be expired.

I have been very disappointed in the upkeep of the flower beds and the lack of foliage and color... is there something you can do to help remedy the situation...
Let me know.

Do let me know your intentions within the 30 days notice period.

Regards,

Fredia
Landlord

RENTAL AGREEMENT
Address: 558 Alcatraz Ave, Oakland CA

THIS AGREEMENT made this Thursday day of July 10, 2014, between Fredia Brooks, "Property Owner", herein called "Landlord," and Melonie Bradley, herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of Oakland, State of California, described as follows: 1 Bedroom Duplex Home, Commencing on the 1st day of September 2014, and monthly thereafter until the _____ day of _____, at which time this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. Rent for _____ through _____ Fredia Brooks _____

Tenant agrees to pay Landlord as base rent the sum of *\$1,100.00 per month, due and payable monthly in advance on _____ day of each month during the term of this agreement. From _____ - _____, the Tenant and Landlord has agreed that the Tenant will pay * \$1,100.00 due _____. And every _____ day thereafter for monthly rent.

1. Rental Application Processing Fee (non-refundable) of \$50 is due along with completed Rental Application
2. A maintenance deposit (a one-time fee) of \$500 is due along with first month rent and signed Rental Agreement
3. *A monthly \$50.00 credit will be applied towards the rent for upgrades promised by the tenant for the unit. Upgrades approved by the Landlord are to remain in the unit – unless other arrangements have been made in advance. Initial credit stipulation: _____ dated: _____.

Fredia Brooks _____

2. Payment of Rent

Monthly rent payments may be made by cash or by check until the first check is dishonored and returned unpaid. Only cash, cashier checks or money orders will be accepted at such time. Rent shall be made payable to Fredia Brooks and hand deposited to Chase Bank, an account number will be provided by the Landlord.

3. Payment of: Water (EBMUD), Electric (PG&E), Garbage (Waste Management), is the responsibility of the Tenant, and must be paid according to the terms with each entity.

4. Appliances

The house is rented with the following appliances: Refrigerator and Stove. Other appliances may be included in the rental properties that are the sole responsibility of the tenant to upkeep. The landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any appliances other than the refrigerator and stove. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord agrees to remove appliances at the request of Tenant. Any personal property remaining on the Premises may be used by the Tenant, however the Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Lease Agreement in the same or better condition, reasonable wear excepted.

5. Rental Collection Charge – For late pays and bad checks

Tenant agrees to pay Landlord any fees associated with late pays or bad checks. If late fees or bad check charges occurs more than once Tenant will be advised that the Rental Agreement is voided and termination is expected within 30days.

6. Use

The Tenant agrees to use the premises only as a residence for self. By no means may Tenant allow any additional persons to occupy premise beyond limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

7. Pets

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

8. Non-assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to Sub-Let any part of the property, nor to allow any other person to live therein without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

9. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

10. Attorney's Cost

If court action is sought by either party to enforce the provisions of the Rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

11. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$50) must receive permission of the Landlord prior to being made. Under no circumstances will Landlord be responsible for any improvements or repairs costing more than \$50 unless the Tenant is given written authorization to make repairs or improvements in advance. The

Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

13. Occupancy

Tenant to Maintain dwelling unit as follows:

1. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
7. Conduct herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

14. Cleaning Fee

Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum \$350 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$350 cleaning fee.

15. Plumbing and Electricity

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

16. Tenant Cooperation

Tenant agrees to cooperate with Owner/agent in showing property to prospective tenant, prior to termination of occupancy.

17. Removal of Landlord's Property

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

18. Tenant Insurance

No rights of storage are given by this Lease Agreement. The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about

or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Tenant agrees to purchase Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured thereunder. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

19. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous a month, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

20. Lock Policy

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

21. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

22. Inventory and Inspection Record

An Inventory and Inspection Record has been discussed and outlined for the Tenant's use. Any outstanding issues must be brought to Landlord's attention within the three-day time limit. The Owner will determine if additional action are needed to complete the necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant have completed the Inspection and Inventory Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

23. Tenant Responsibility

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

24. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property

of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

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The Tenant acknowledges that they are responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect.

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Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

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In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

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The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

Accepted this day of , 20 .

Fredia Brooks
Landlord

, Tenant

Mason, Keith

From: Fredia Brooks
Sent: Tuesday, June 26, 2018 12:24 PM
To: Mason, Keith
Cc: frediabrooks@aol.com
Subject: Fwd: Rent Renewal - 2015 - 2016

Re-sending due to incorrect email address...Oops ☹

Sent from iPhone - excuse typos, grammatical errors - Regards, Fredia

Begin forwarded message:

From: Fredia <frediabrooks@aol.com>
Date: June 26, 2018 at 12:16:44 PM PDT
To: kenr
Cc: frediabrooks@aol.com
Subject: Fwd: Rent Renewal - 2015 - 2016

Mr. Mason,

Please add as part of documentation for case T17-0590, Bradley v Brooks

Thanks,
Fredia Brooks
Owner

Sent from iPhone - excuse typos, grammatical errors - Regards, Fredia

Begin forwarded message:

From: Fredia Brooks <frediabrooks@aol.com>
Date: June 26, 2018 at 9:27:36 AM PDT
To: fr
Subject: Fwd: Rent Renewal - 2015 - 2016

----- Forwarded message -----

From: Fredia Brooks <frediabrooks@aol.com>
Date: Wed, Jul 1, 2015 at 2:52 PM
Subject: Re: Rent Renewal - 2015 - 2016
To: Melonie Bradley <meloniebradley@aol.com>

Hi Melonie,

Your new lease amount is \$1133 per month beginning September 1, 2015 and your rental agreement has been extended for another year.

Regards,
Fredia

On Mon, Jun 15, 2015 at 7:21 AM, Melonie Bradley
<meloniebradley@hotmail.com> wrote:

Good morning Fredia,

Yes I want to extend my lease and agree to the increase of the rent.

I have not yet purchased any flowers for the outside as of yet because I have been working on improving the inside first. I did purchase blinds for the living room dinning room and kitchen. The dinning room blinds have been pre-ordered and will not be put up until next month.

I've taken down the old curtains and rods do you want me to keep these for you and if so I will need you to come open the storage so the can be stored.

I do have a question for you who is the family that lives directly across the street? I had a incident happen to me when I looked out my window at 4:00am in the morning a few months ago as I always do checking on my car because of that last break in of my friends car, I saw the neighbors outside as they always are that early on the porch. I went back to lay down and someone rang my door bell, I went to the door and no one was at the door I looked out my window again and they were not on the porch. I can't say they rang the door bell but it was a little suspect.

And on Saturday someone on a bike came and rang my door bell at 8:00pm I looked outside and saw a black male who went back across the street got on his bike and rode off.

Anyway give me a call if and when you have time and I hope you're having a good 2015 _____ 0.

Thanks,

Melonie Bradley

Date: Sun, 14 Jun 2015 09:48:45 -0700
Subject: Rent Renewal - 2015 - 2016
From: bcg@bmail.com
To: meloniebradley@hotmail.com

Melonie,

Hope all is well.

Your rent renewal is coming up and I wanted to check in with you to see if you are interested in renewing for another year.

You can anticipate a rent increase of approximately 3% of the \$1100 monthly rental (\$1133 per month). The \$50 credit I extended for a year will be expired.

I have been very disappointed in the upkeep of the flower beds and the lack of foliage and color... is there something you can do to help remedy the situation... Let me know.

Do let me know your intentions within the 30 days notice period.

Regards,
Fredia
Landlord

Mason, Keith

From: Fredia
Sent: Tuesday, June 26, 2018 1:10 PM
To: Mason, Keith
Cc: frediabrooks@aol.com
Subject: Text messages related to rent for case T17-Bradley v Brooks

Mr. Mason,

This is more documentation related to the Appeal.

Regards,
Fredia Brooks
Owner

Sent from iPhone - excuse typos, grammatical errors - Regards, Fredia

Begin forwarded message:

From: Fredia Brooks
Date: June 26, 2018 at 1:01:42 PM PDT
To: "Fredia Brooks"
Subject: Fwd:

Text messages relating to rent increase

----- Forwarded message -----

From: <6507222781@mms.att.net>
Date: Tue, Jun 26, 2018 at 12:30 PM
Subject:
To: <

Melonie - There will be a rent increase for 558 Alcatraz - beginning iSeptember 1st, 2016 ... The increase will be approx 5.5% = \$62.00. This is due to increase in property taxes, maintenance cost and increase in market value. Urgent please call!

Hi Fredia, I called the water company and they said it's okay for me to turn off the red knob on top of the water heater because it just controls the hot water. No one needs to rush at this time just let me know the time of when someone can come out. Thank you!

Hi Fredia, the neighbor upstairs indicated electricity would be added so he could add a dishwasher. Can more electricity be added so I can add a washer and dryer? What?!! Call me when you have a minute I would asks that you connect with Hector so he can assess the possibility, first., then we can proceed from there... Makes sense... I will not do for one unit that I'm not willing to do for another without probable cause.... especially yo - a model tenant ☺

Go back to bed, you know I have nothing but love for you.

In the airport business travel - thanks.... 😊

Safe Travels I just made it to work Thanks - have a good day! You too!

Your new rental amount was \$1230.85 - a 3% increase effective 10/1 - this was emailed to you - remit the balance. Regards, Fredia

Hi Melody, I just received a notice from the housing office and am so disappointed. If you felt this upset about a situation you always had access to me to discuss... I've supported you on every level - this really too bad. I'm saddened by this move. Regards, Fredia

Because, I'm traveling quite a lot can we discuss and settle this outside this process?

Hey Fredia, I spoke with the Fair Housing Department today and they stated I should not cancel the hearing. So I have chosen to go ahead and get a better understanding of what my accurate rent should be.

Melanie - I'm happy to review and discuss that with you - there's never been an issue .. I truly believe we can have that discussion - you have that right. We do not need a hearing to have a discussion - on this or any issue.

Since when.. Mel
You know this...

Melody, your rent was incorrect for the month of March. You received a copy of the letter I sent to the rent board waiving the 3% increase for six months (remainder of the year). Your rent with 3% increase was \$1230.85. It is now \$1190.00 NOT \$1095.00 what you paid in March.

Your rent of \$1190 (this is even adjusted lower) is due for Apr through Aug 2018.



250 FRANK OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612
Department of Housing and Community Development
Rent Adjustment Program

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

December 24, 2018

Fredia Brooks
624 Harrison Terrace
San Jose, CA 95125

Re: Acknowledgement of Appeal in Rent Adjustment Case # T17-0590, Bradley v. Brooks

Dear Fredia Brooks:

The Rent Adjustment Program received your above-referenced appeal on June 25, 2018. Your appeal will be reviewed, and may be scheduled for an Appeal Hearing at a meeting of the Residential Rent and Relocation Board ("Rent Board"). Regular meetings of the Rent Board are held on the 2nd and 4th Thursday evenings of the month. You will receive a notice of your appeal hearing approximately three weeks prior to the date of the Rent Board meeting.

If you have further questions or concerns, you are welcome to contact me at (510) 238-6205 or the Rent Adjustment Program office at (510) 238-3721.

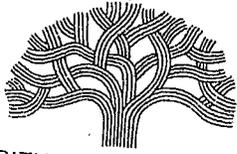
Sincerely,

A handwritten signature in black ink, appearing to read "Keith Mason".

Keith Mason
Program Analyst
Rent Adjustment Program

RECEIVED

JUL 30 2018



CITY OF OAKLAND

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

RECEIVED

JUN 25 2018

RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name Fredia Brooks		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 558 Alcatraz Ave, Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 624 Harrison Terrace		Case Number T17 - 0590	Date of Decision appealed June 13, 2018
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.)* There are errors with the rent adjustments and math
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on June 25, 2018, 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	Melonie Bradley
Address	558 Alcatraz Ave
City, State Zip	Oakland, CA 94609
Name	
Address	
City, State Zip	

<u>FCBrooks</u>	June 25, 2018
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

July 16, 2018

Fredia Brooks
624 Harrison Terrace
San Jose, CA 95125

RE: Case No. T17-0590, Bradley v. Brooks, Appeal Deficiency Notice

Dear Ms. Brooks:

The Rent Adjustment Program received your Appeal in the above-referenced case on June 25, 2018. The Appeal must be filed in accordance with Rent Adjustment Regulations. The Appeal cannot be processed because of the following:

- 1. The appeal fails to adequately state the grounds for appeal. A written explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed includes directions as to what should be included in the explanation.**

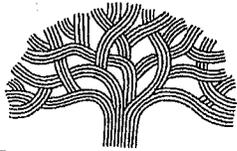
You must cure the above-noted deficiencies, **in writing**, within ten (10) calendar days from the date of this letter. If you do not respond to the deficiency notice or correct the deficiency in your response, your appeal may be dismissed.

Sincerely,

A handwritten signature in black ink, which appears to read 'Barbara Kong-Brown'.

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

000181



CITY OF OAKLAND

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

For the
RECEIVED
JUN 25 2018
RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name Fredia Brooks		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 558 Alcatraz Ave, Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 624 Harrison Terrace		Case Number T17 - 0590	Date of Decision appealed June 13, 2018
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.)* There are errors with the rent adjustments and math
- 2) Appealing the decision for one of the grounds below (required):

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

For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on June 25, 2018, 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	Melonie Bradley
Address	558 Alcatraz Ave
City, State Zip	Oakland, CA 94609
Name	
Address	
City, State Zip	

FCBrooks	June 25, 2018
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

DATE: Tuesday, July 24, 2018

1062

RE: Case No. T17-0590 Bradley v Brooks

Appeal Deficiency Notice

Dated: July 16, 2018

RECEIVED
JUL 30 2018

FROM: Fredia Brooks

[f.] I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim

① I sent a notice to the RAP office and a copy to Bradley in Feb, ²⁰¹⁸ stating that I will be traveling during the time of the stated April hearing date, ^{I am unable to attend.} (to the P.O. Box)

② In the notice I also waived the 3% rent increase for the remainder of the rental year (March through Aug. 2018) until a new ~~to~~ hearing date was given.

③ No reply from RAP has been received from my notice - however, ~~the~~ Bradley has paid rent less the 3% increase since March and acknowledge she received the copy of the notice.

④ No new date for hearing nor reply from RAP

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9. The decision denies the Owner a ²⁹²
fair return on investment.

① The decision was based on a mis-representation of the actual rent amount.

② Real Estate assessment done on the apartment indicate a FMV (Fair Market Value) ~~is~~ ~~for~~ ~~rent~~ in \$1,500 - \$1,800 or \$1,200 or \$1,500 on a monthly basis. The apartment is already being rented significantly lower amount, than both recommendations.

This notice is being sent to RAP attention Maxine Visaya & Keith Mason.



City of Oakland
Rent Adjustment
Program (RAP)
250 Frank Ogana Plaza,
Suite 5313
Oakland, CA 94612
000186