

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
APPEAL PANEL**

**February 15, 2018
7:00 p.m.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
 - A. Appeal Hearing in cases:
 - a. T16-0647; Walker v. Ward
 - b. T16-0561; Formby et al. v. Churchill
5. SCHEDULING AND REPORTS
6. ADJOURNMENT

Accessibility. The meeting is held in a wheelchair accessible facility. Contact the office of the City Clerk, City Hall, One Frank Ogawa Plaza, or call (510) 238-3611 (voice) or (510) 839-6451 (TTY) to arrange for the following services: 1) Sign interpreters; 2) Phone ear hearing device for the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event.

Foreign language interpreters may be available from the Equal Access Office (510) 239-2368. Contact them for availability. Please refrain from wearing **strongly scented products** to this meeting.

Service Animals / Emotional Support Animals: The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use services animals or emotional support animals.

2018 FEB - 7 PM 3:30

FILED
OFFICE OF THE CITY CLERK
OAKLAND

If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care.

Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

CHRONOLOGICAL CASE REPORT

Case Nos.: T16-0647
Case Name: Walker v. Ward
Property Address: 1017 Linden St., Unit A, Oakland, CA
Parties: Anton Walker (Tenant)
Lawren Ward (Property Owner)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 15, 2016
Owner Response filed	December 21, 2016
Hearing Decision issued	February 16, 2017
Landlord Appeal filed	March 14, 2017

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RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2017 MAR 14 AM 9:08

APPEAL

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

Appellant's Name

Lawren Ward

Landlord

Tenant

Property Address (Include Unit Number)

1017 Linden St. Unit A, Oakland, CA 94607

Appellant's Mailing Address (For receipt of notices)

5300 Redwood Blvd. Oakland, CA 94619

Case Number

T16-0647

Date of Decision appealed

03/13/2017

Name of Representative (if any)

Vision Property Management

Representative's Mailing Address (For notices)

4174 35th Ave. Oakland, CA 94619

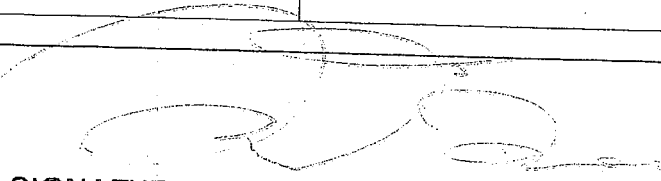
I appeal the decision issued in the case and on the date written above on the following grounds:
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2. The decision is inconsistent with decisions issued by other hearing officers. You must identify the prior inconsistent decision and explain how the decision is inconsistent.
3. The decision raises a new policy issue that has not been decided by the Board. You must provide a detailed statement of the issue and why the issue should be decided in your favor.
4. The decision is not supported by substantial evidence. You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.
5. I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. You must explain how you were denied a sufficient opportunity 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.
6. The decision denies me a fair return on my investment. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.

7. ~~X~~ Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached 14. Please number attached pages consecutively.

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on March 13, 2017, placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Mr. and Mrs. Anton and Lenore Walker
<u>Address</u>	1017 Linden St. Unit A
<u>City, State Zip</u>	Oakland, CA 94619
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE <u>3/13/2017</u>
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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 of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, 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.



PROPERTY MANAGEMENT

TO: City of Oakland Rent Adjustment Program
250 Frank Ogawa Plaza
Suite 5313 Oakland, CA 94612
RE: Case #T16-0647 Walker v. Ward Appeal

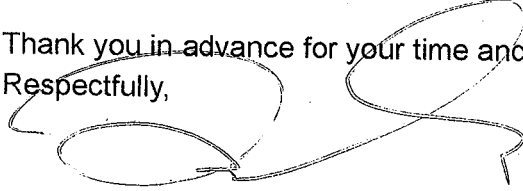
In response to the "administrative decision" dated February 16th 2017, regarding T16-0647, Walker v. Ward, "order #2" states that tenants rent remains at \$1,195 per month however, the tenant's rent was increased by receiving a letter of "Notice of Rent Increase" dated November 30th 2016 (Fig. 1) which states that rent will increase \$71.70 starting January 1st 2017, from \$1,195.00 to \$1266.70 as allowable per 3 year banking of the current CPI of 2%.

This notice was delivered in person and signed by tenant, Anton Walker on December 1st 2016. The tenant also received a RAP notice notice (Fig. 2) and signed in advance dated November 7th 2016.

Please also refer to attached ledger (Fig. 3) which shows the tenant paying agreed rent increase as of January 1st 2017 and again in February 2017.

After the administrative decision (Fig.4) was received by tenant and our office, as the landlord representative, we then adjusted the tenant ledger to reflect the \$1,195.00 per month charge starting in January 2017. We believe that the Hearing Officer Hasden's decision on rent pricing doesn't reflect the newly adjusted, agreed, and recorded rent. That the Hearing Officer might have been actually responding to a complaint that Mr. Walker initiated following receipt of a 3-day notice for late rent which had a typo in rent amount. That letter was rescinded by writing and mail within 24 hours of notice of the error to both the RAP and Mr. Walker. However, we believe that the rent increase notice and RAP notice served and signed by the resident should be sufficient evidence that resident agreed to the rental increase and that it was served per RAP requirements and therefore we should be able to retroactively charge the increase in rent from \$1,195.00 to \$1,266.70 effective January 1st 2017.

Thank you in advance for your time and attention to this matter.
Respectfully,


Michael Margado on March 13th 2017
Director of Property Management
Vision Property Management

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①

Fig 1

NOTICE OF RENT INCREASE

Date: 11/30/2016

Name of Resident/s: Anton Walker and Lenore Walker

Premises: 1017 Linden Street Unit A Oakland, Ca. 94607

Dear Resident,

Thank you for being a valued resident of Vision Property Management. We appreciate the relationship we have with you. It is our goal to foster healthy communication between residents and landlords, also to facilitate the requests of both parties. At this time, your landlord is requesting to exercise their right to increase your rent.

This letter is to inform you that the monthly rent will be raised **\$71.70** from **\$1195.00** to **\$1266.70**. The payment is due on the first of each month starting on **1/1/2017** Please note that Vision Property Management is informing you 30 days in advance. You can pay in the same method as before.

Your monthly rent is the only change in the original rental agreement. Vision Property Management has enclosed two copies of this letter. If you wish to continue the lease agreement, please sign one copy and return it to the address listed below by **12/1/2016**. If you wish to terminate your lease agreement, please put in writing and send it to the address listed below, and you must be moved out in 30 days from the date of this letter by **1/1/2017**.

Of course, we hope that you will remain with us!

Please feel free to call (510) 926-4104 ext. 2 if you have any questions.

Sincerely,

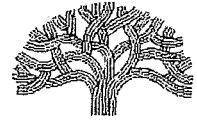
Vision Property Management

Date *12/2/2016*

Resident Signature *[Signature]*

Date *12.1.16*





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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/ohcd/c/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on 11.7.14 (Date) [Signature] (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Baùn Thòang Baùo quyeàn lôii của ngòðoi thueâ trong Oakland nàøy cuõng còu baèng tieáng Vieät. Ñeã còu moät baùn sao, xin goïi (510) 238-3721.

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Mobile: (510) 712-4808

Unit: Unit A

Property: Linden St. - 1017 Linden St. Oakland, CA 94607

Status: Current

Move in date: 11/01/2016

Move out date: -

Lease Expiration: -

Rent: 1,266.70

Deposit Paid: 0.00

#163

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
11/01/2016		Rent Income - Move In Charge: Rent Income	1,195.00		1,195.00
11/16/2016	Anton Walker	Payment (Reference #6964345075) November's Rent		500.00	695.00
11/16/2016	Anton Walker	Payment (Reference #6964345074) November's Rent		500.00	195.00
11/16/2016	Anton Walker	Payment (Reference #6964345076) November's Rent		195.00	0.00
12/01/2016		Rent Income - December 2016	1,195.00		1,195.00
12/02/2016	Anton Walker	Payment (Reference #6964345246) December's Rent		195.00	1,000.00
12/02/2016	Anton Walker	Payment (Reference #6964345245) December's Rent		500.00	500.00
12/02/2016	Anton Walker	Payment (Reference #6964345244) December's Rent		500.00	0.00
01/01/2017		Rent Income - January 2017			0.00
01/03/2017	Anton Walker	Payment Jan. 2017 Rent	1,266.70		1,266.70
02/01/2017		Rent Income - February 2017		1,266.00	0.70
02/06/2017		Late Fee - Feb. 2017 Late Fee	1,266.70		1,267.40
02/15/2017	Anton Walker	Payment Feb Rent + Late Fee	100.00		1,367.40
03/01/2017		Rent Income - March 2017 - Adjustment due to		1,366.00	1.40
03/07/2017		Late Fee - Late Fee Rent "Administrative decision" 2/22/17	1,195.00		1,196.40
03/08/2017		Rent Income - Jan 17 overcharge	100.00		1,296.40
03/08/2017		Rent Income - Feb 17 Rent overcharge	-71.70		1,224.70
			-71.70		1,153.00
Total					1,153.00

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THREE-DAY NOTICE TO PAY RENT OR QUIT

Date: 11/10/2016

Name of Resident/s: Anton and Lenore Walker

Premises: 1017 Linden Street, Unit A Oakland, Ca. 94607

Dear Resident,

This notice is hereby given that pursuant to the Lease Agreement by which you hold possession of the Premises, there is now due and owing, rent as follows:

Rental Period	Rental Amount	Amount Paid	Late Fee	Amount Unpaid
November 2016	\$ 1995.00	\$0.00	\$	\$1995.00

TOTAL BALANCE OWED: \$ 1995.00 dollars.

WRITTEN OUT TO: Vision Property Management

MAILED TO: 4174 35th Ave., Oakland, CA 94619

On or before **11/15/2016**, you are required to either pay the rent in full or vacate and return possession of the Premises to Management. Please make check payable to **Vision Property Management** and mail it to 4174 35th Ave., Oakland, CA 94619. If you fail to pay the rent in full by the above indicated date, your tenancy will be terminated.

Management's dominant motive for seeking possession of the Premises is because you have violated the lease agreement to pay rent pursuant to your lease agreement.

9

4174 35th Ave.
Oakland, CA 94619
(0000)10
Hello@VisionPropertyManagement



THREE-DAY NOTICE TO PAY RENT OR QUIT

Date: 11/16/2016

Name of Resident/s: Anton Walker and Lenore Walker

Premises: 1017 Linden Street Unit A Oakland, Ca. 94607

Dear Resident,

This notice is hereby given that pursuant to the Lease Agreement by which you hold possession of the Premises, there is now due and owing, rent as follows:

Rental Period	Rental Amount	Amount Paid	Late Fee	Amount Unpaid
November 2016	\$ 1195.00	\$0.00	\$	\$1195.00

TOTAL BALANCE OWED: \$ 1195.00 dollars

WRITTEN OUT TO: Vision Property Management

MAILED TO: 4174 35th Ave. Oakland, CA 94619

On or before **11/19/2016**, you are required to either pay the rent in full or vacate and return possession of the Premises to Management. Please make check payable to **Vision Property Management** and mail it to 4174 35th Ave., Oakland, CA 94619. If you fail to pay the rent in full by the above indicated date, your tenancy will be terminated.

Management's dominant motive for seeking possession of the Premises is because you have violated the lease agreement to pay rent pursuant to your lease agreement.

9

Mr. Anton Walker,

Vision Property Management is rescinding the 3 Day Notice to Quit, dated November 10, 2016. Enclosed with this letter is a corrected 3 Day Notice.

Respectfully,

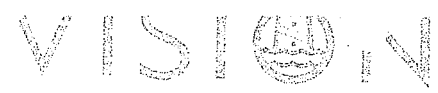
Bethany Picano

Director of Resident Relations

Vision Property Management

4174 35th Avenue, Oakland Ca. 94619

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PROPERTY MANAGEMENT

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, Ca. 94612-2034

In response to the tenant petition dated November 15, 2016 Case number T16-0647 we are attaching aforementioned in the response this addendum specifying the specific reasons we disagree with Mr. Walker's petition due to decreased housing services, based on the failure to provide substantive proof of the claim brought against Mrs. Ward. The tenant has not submitted a list of the decreased housing services he claims to have been receiving.

Secondly, in rebuttal to the claim we have raised his rent in excess of of the governing rap notices we in fact have not intended to raise his rent in the amount he as claimed. The notice in question is a three day notice (in an attempt to collect habitually late rent) to pay or quit rental monies owed to Mrs. Ward. We rescinded the notice on 11/15/2016 due to typo. It clearly stated it was a three day pay or quit and not a rental increase. Based on the clear discrepancies from Mr. Walker we ask for a motion to waive the validity of his claim.

Respectfully,

Bethany Picano

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4174 35th Ave.
Oakland 94613
(510) 926-4104
Hello@VPMpropertymanagement.com



PROOF OF SERVICE OF
NOTICE TO RESIDENT

Date: 12/19/2016

Type of notice:

----- Thirty (30) day Notice Terminating Residency (Cause)

----- Three (3) day Notice To Pay or Quit (Rent)

----- Other (specify): Owner's Response Form (City of Oakland, RAP Hearing)

I declare that I am the Property Manager for the premises wherein the resident resides. My business address is Vision Property Management, located at 4174 35th Ave Oakland, CA. 94619. At the time of service, I was at least 18 years of age.

Service of process was effected as follows:

Resident served:

Person sub-served: Rent Adjustment Program

Address of Service: P.O. Box 70243 Oakland, CA 94612-2043

Date of Service: 12/19/2016

Time of Service: 10:05 AM

Location posted: mail slot

Date posted: 12/19/2016

Date mailed: 12/19/2016

MANNER OF SERVICE

- () 1. By personal service.
- () 2. By sub-service, by leaving a copy with a person of suitable age and discretion at the above described place of service, upon attempting personal service on the resident at his/her place of residence, and at his/her usual place of business and finding the resident absent therefrom, and by mailing a postpaid copy.
- () 3. By sub-service, by leaving a copy with a person of suitable age and discretion at the above described place of service, upon attempting personal service to the resident at his/her place of residence, and finding the resident absent therefrom, and not having a known address of the resident's usual place of business, and by mailing a postpaid copy.
- () 4. By affixing a copy for the resident in a conspicuous place on the property at the above described place of service and by mailing a postpaid copy to the resident at such address, after attempting personal service on the resident at the place of residence and at the usual place of business, and finding the resident absent therefrom, and not finding a person of suitable age and discretion at either place of residence or the usual place of business of the resident.
- 5. By affixing a copy for the resident in a conspicuous place on the property at the above described place of service and by mailing a postpaid copy to the resident at such address, after attempting personal service on the resident at the place of residence and finding the resident absent therefrom, and not finding a person of suitable age and discretion present, and not having a known address of the resident's usual place of business.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on 12/19/2016, in Oakland, California

Declarant's Signature: [Signature] (Property Manager)

DECLARATION OF MAILING

I mailed a copy to the resident by first-class mail, postage prepaid, pursuant to Civil Code Section 1162.

Name of Resident: Anton Walker

Date Mailed: 12/19/2016

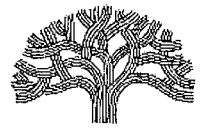
Address: 1017 Linden St. Unit A Oakland, Ca 94607

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this on: 12/19/2016 Declarant's

Signature: [Signature] (Property Manager)

3 (14)



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

Department of Housing and Community Development
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T16-0647, Walker v. Ward
PROPERTY ADDRESS: 1017 "A" Linden St., Oakland, CA
PARTIES: Anton Walker (Tenant)
Lawren Ward (Owner)

INTRODUCTION

On November 15, 2016, the tenant filed a petition that contests a rent increase from \$1,195 to \$1,995 per month, effective November 15, 2016, and additionally claims decreased housing services due to serious problems with the condition of his rental unit.

On January 19, 2017, the Rent Adjustment Program sent a letter to the tenant, stating that the part of his petition claiming decreased housing services was incomplete in that he did not attach a separate sheet of paper describing the problem with his rental unit.

The letter stated that if the tenant did not cure this deficiency in writing within 10 days of the date of the letter his claim of decreased housing services would be denied. More than 10 days has passed, and the tenant has not responded to the January 19, 2017 letter.

The owner's response does not state a justification for the rent increase alleged by the tenant. In an enclosure with the response, the owner states that there has been no rent increase, and the tenant's petition is based upon a 3-day notice to pay rent or quit, and not a notice of rent increase. The owner states that the tenant's rent is \$1,195 per month.

Reason for Administrative Decision: An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow the parties to present testimony and other evidence beyond the information contained in the petition and/or response. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing and there are no material facts in dispute. The tenant's claim of decreased housing services is denied because he failed to respond the deficiency letter. Further, there is no dispute about the tenant's rent. Therefore, an administrative decision is being issued.

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ORDER

1. Petition T16-0647 is dismissed.
2. The tenant's rent remains \$1,195 per month.
3. The Hearing set for March 13, 2017 is cancelled.
4. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: February 16, 2017



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

Tile. 0647 KM/SK

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2016 NOV 15 AM 11:22

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp.</p>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Anton Walker	Rental Address (with zip code) 1017a Linden St Oakland CA 94607	Telephone 510 712-4808
Your Representative's Name Bethany Picano	Mailing Address (with zip code) 4174 35th Ave Oakland CA 94619	Telephone 510 377-4818
Property Owner(s) name(s) Lauren Ward	Mailing Address (with zip code) N/A	Telephone 510 750-6078

Number of units on the property: 3

Type of unit you rent (circle one)	<input checked="" type="radio"/> House	<input type="radio"/> Condominium	<input type="radio"/> Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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 increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
<input type="checkbox"/>	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/>	(j) 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"/>	(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

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

Date you moved into the Unit: April 2011 Initial Rent: \$ 1195.00 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: 11/7/2016. 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>11-10-16</u>	<u>11-15-16</u>	<u>\$ 1195.00</u>	<u>\$ 1995.00</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
		\$	\$	<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 60 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 never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: _____

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 service problems, 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, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (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

11-15-16

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 Rent Adjustment Program Hearing Officer the same day.

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of **documents attached** to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file 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
- _____ Other (describe): _____

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
P.O. Box 70243
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

For filing stamp.
RECEIVED
DEC 21 2016
OAKLAND RENT ADJUSTMENT

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 T16-0647

OWNER RESPONSE

Please print legibly.

Your Name <i>Lawrenward</i>	Complete Address (with zip code) <i>N/A</i>	Phone: <i>(510) 750-6078</i> Email: <i>lawrenward@sbglobal.net</i>
Your Representative's Name (if any) <i>Bethany Picard</i>	Complete Address (with zip code) <i>4174 35TH AVE Oakland, Ca. 94619</i>	Phone: <i>(415) 301-1561</i> Fax: _____ Email: <i>bethany@visionpropertymanagement.com</i>
Tenant(s) name(s) <i>Anton Walker</i>	Complete Address (with zip code) <i>1017 Alinden St. Oakland, Ca. 94619</i>	Phone: <i>(510) 712-4808</i>

Have you paid for your Oakland Business License? Yes No Number _____
(Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No
(Provide proof of payment.)

There are 3 residential units in the subject building. I acquired the building on 01/01/2011

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 3/11/2011

The tenant's initial rent including all services provided was \$ 1195⁰⁰ / month.

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

Is the tenant current on the rent? Yes No

If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION**.

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes _____ No . If yes, on what date was the Enhanced Notice given? _____. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes _____ No . Not applicable: there was no capital improvements increase. *N/A*

Begin with the most recent rent increase and work backwards. Attach another sheet if needed.

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

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
_____	<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"/>
_____	<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"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

III. 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 on a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

IV. 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** for 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.

V. IMPORTANT INFORMATION

Time to File. This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

File Review. You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

VI. VERIFICATION

Owner must sign here:

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.

DocuSigned by:

L. Ulan

7D690A97268F4BB
Owner's Signature

12/6/2016

Date

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. 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. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner 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).

DocuSigned by:

L. Ulan

7D690A97268F4BB
Owner's Signature

12/6/2016

Date

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, Ca. 94612-2034

In response to the tenant petition dated November 15, 2016 Case number T16-0647 we are attaching aforementioned in the response this addendum specifying the specific reasons we disagree with Mr. Walker's petition due to decreased housing services, based on the failure to provide substantive proof of the claim brought against Mrs. Ward. The tenant has not submitted a list of the decreased housing services he claims to have been receiving.

Secondly, in rebuttal to the claim we have raised his rent in excess of of the governing rap notices we in fact have not intended to raise his rent in the amount he as claimed. The notice in question is a three day notice (in an attempt to collect habitually late rent) to pay or quit rental monies owed to Mrs. Ward. We rescinded the notice on 11/15/2016 due to typo. It clearly stated it was a three day pay or quit and not a rental increase. Based on the clear discrepancies from Mr. Walker we ask for a motion to waive the validity of his claim.

Respectfully,

Bethany Picano



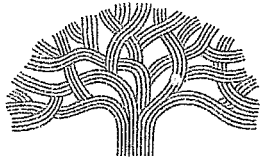
CHRONOLOGICAL CASE REPORT

Case Nos.: T16-0561
Case Name: Formby et al. v. Churchill
Property Address: 5915 Marshall Street, Oakland, CA
Parties: Barbara Formby (Tenant)
Sylvia Washington (Tenant)
Kevin Zuffi (Tenant)
JoAnne Churchill (Property Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenants Petition filed	October 7, 2016
Owner Responses filed	November 28, 2016
Hearing Decision issued	March 15, 2017
Tenant Appeal filed	March 27, 2017

000027



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 ADJUSTMENT PROGRAM
2017 MAR 27 PM 4:00

APPEAL

Appellant's Name Barbara Formby, Sylvia Washington, Kevin Zuffi		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5915 Marshall Street			
Appellant's Mailing Address (For receipt of notices) 5915 Marshall Street Oakland CA 94608		Case Number T16-0561	Date of Decision appealed Marsh 15th, 2017
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.) We paid the increase for October 2016 (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.)
- 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.)

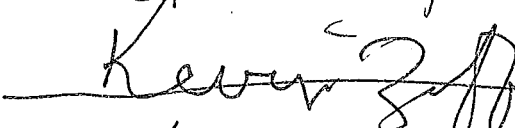
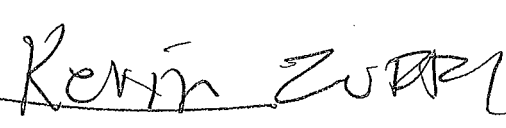
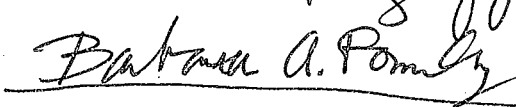
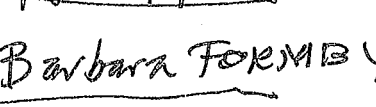
Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 3

You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.

I declare under penalty of perjury under the laws of the State of California that on March, 27th, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Joanne Churchill
<u>Address</u>	1679 Alabama
<u>City, State Zip</u>	San Francisco CA, 94608
<u>Name</u>	Deb Graceffa, Esq. Gargalicana/Graceffa LLP
<u>Address</u>	11 Embarcadero West #145
<u>City, State Zip</u>	Oakland, CA 94607

	3/27/2017
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

		3/27/2017
		3/27/2017

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

000029

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 of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- The Board will not consider new claims. All claims, except as to jurisdiction, 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.

000030

The RAP decision for case T16-0561 states that there was a \$96 underpayment of rent. That amount is in correct. On October 1st, 2016 we paid \$846.00 in rent meaning that here was only a \$56 underpayment of rent, which we will be happy to pay with April 2017 rent. We have attached a copy of the rent check and proof of mailing for October 2016.

000031


2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE**. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Trans. #:	385501751	Insurance Fee	\$0.00
Print Date:	10/01/2016	Total	\$6.45
Ship Date:	10/01/2016		
Expected Delivery Date:	10/03/2016		
Insured Value:	\$50.00		

From: SYLVIA WASHINGTON
5915 MARSHALL ST
OAKLAND CA 94608-2219

To: JOANNE CHURCHILL
1679 ALABAMA ST
SAN FRANCISCO CA 94110-5256

* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.

 **UNITED STATES POSTAL SERVICE** Thank you for shipping with the United States Postal Service!
Check the status of your shipment on the USPS Tracking™ page at usps.com

BARBARA A. FORMBY
5915 MARSHALL ST. 510-594-9736
OAKLAND, CA 94608

90-7162 41511
3222

5172

PAY TO THE ORDER OF

Joanne Churchill
Eight Hundred Forty Six & 12/100
\$ 846 & 12/100
DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO sent 10/16

Barbara A. Formby

000032

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

**USPS TRACKING # / Insurance Number:
9405 8036 9930 0424 6527 17**

Trans. #:	401531198	Priority Mail® Postage:	\$6.65
Print Date:	03/27/2017	Insurance Fee	\$0.00
Ship Date:	03/27/2017	Total	\$6.65
Expected Delivery Date:	03/28/2017		
Insured Value:	\$50.00		

From: SYLVIA WASHINGTON
5915 MARSHALL ST
OAKLAND CA 94608-2219

To: JOANNE CHURCHILL
1679 ALABAMA ST
SAN FRANCISCO CA 94110-5256

* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



*Thank you for shipping with the United States Postal Service!
Check the status of your shipment on the USPS Tracking™ page at usps.com*

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

**USPS TRACKING # / Insurance Number:
9405 8036 9930 0424 6527 24**

Trans. #:	401531198	Priority Mail® Postage:	\$6.65
Print Date:	03/27/2017	Insurance Fee	\$0.00
Ship Date:	03/27/2017	Total	\$6.65
Expected Delivery Date:	03/28/2017		
Insured Value:	\$50.00		

From: SYLVIA WASHINGTON
5915 MARSHALL ST
OAKLAND CA 94608-2219

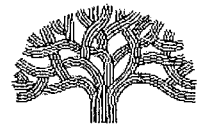
To: DEB GRACEFFA
GARGALICANA/GRACEFFE LLP
11 EMBARCADERO W STE 145
OAKLAND CA 94607-4500

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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: T16-0561, Formby, et al. v. Churchill
PROPERTY ADDRESS: 5915 Marshall St., Oakland, CA
DATE OF HEARING: February 1, 2017
DATE OF DECISION: March 15, 2017
APPEARANCES: Barbara Formby (Tenant)
Sylvia Washington (Tenant)
Kevin Zuffi (Tenant)
JoAnne Churchill (Owner)

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

Tenant Formby filed a petition which alleges that a proposed rent increase from \$800 to \$846 per month, effective October 1, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the owner did not give her a summary of the justification for the proposed rent increase despite her written request; that she first received the form Notice to Tenants (RAP Notice) on April 1, 2016; and that her housing services have been decreased. However, the tenant did not attach a separate sheet of paper describing decreased services, as instructed in the tenant petition form.

The owner filed a response to the petition, which states that the tenant was first given the RAP Notice in April 2016, alleges the proposed rent increase is justified by Banking, and denies that the tenant's housing services have decreased.

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THE ISSUES

- (1) When did the tenant first receive the RAP Notice?
- (2) Did the owner give the tenant a summary of the justification for the proposed rent increase following the tenant's written request?
- (3) Is the contested rent increase notice valid?
- (4) If the rent increase notice is valid, is a rent increase justified by Banking and, if so, in what amount?
- (5) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the parties testified that the tenant was first given the RAP Notice on April 1, 2016.

Summary of Justification for Rent Increase: The owner testified that she received a letter from the tenant, dated September 1, 2016, which asked for a written summary of the justifications for the proposed rent increase.¹ The owner further testified that she did not send the tenant a written response to this letter because mail delivery was uncertain.

Rent History: The parties agreed that the tenant moved into the subject unit 10 years ago at a rent of \$800 per month, and the tenant has continued to pay rent of \$800 per month. The tenant's petition states that she moved into the unit on September 1, 2000.

Decreased Housing Services: On Page 2 of the tenant's petition, the box "yes" is checked following the question "Have you lost services originally provided by the owner or have conditions changed?" Following that question, the form states: "If you answered 'Yes' to any of the above, please attach a separate sheet listing a description of the reduced service(s) and problems." The tenant attached 67 pages of documents to her petition.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant received the RAP Notice on April 1, 2016. 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 terms of a tenancy.³ 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.⁴ The effective date of the contested rent increase was 6 months after the tenants first received the RAP Notice. Therefore, before considering the issue of a written summary of the justification for the proposed rent increase, the rent increase notice is valid.

¹ Exhibit No. 1, which was received into evidence without objection.

² O.M.C. Section 8.22.060(A)

³ O.M.C. Section 8.22.070(H)(1)(A)

⁴ O.M.C. Section 8.22.060(C)

Summary of Justification for Rent Increase: The Rent Adjustment Ordinance states: "If the owner fails to timely give the tenant a written summary of the basis for a rent increase in excess of the CPI Rent Adjustment . . . the amount of the rent increase in excess of the CPI Rent Adjustment is invalid."⁵ It is found that the owner did not provide the tenant with a written summary of the basis for the proposed rent increase. Therefore, the owner is only entitled to the applicable CPI Rent Adjustment of 2%, being \$16 dollars per month. Therefore, the rent is \$816 per month, effective October 1, 2016.

Decreased Housing Services: Parties have a right to know what claims the other side is making, and the issues in any case are framed by the petition and response. Contrary to the instructions on the petition form, the tenant did not attach a sheet of paper stating her claims but, rather, she attached 67 pages. This did not give the owner reasonable notice of any alleged decreased services, and the claim is denied.

Rent Underpayments: The tenant paid rent of \$800 in the 6 months of October 2016 through March 2017. This was an underpayment of \$16 per month, being a total underpayment of \$96. The underpayment is ordered repaid over a period of 3 months.⁶ The rent is temporarily increased by \$32 per month, to \$848 per month, beginning with the rent payment in April 2017 and ending with the rent payment in June 2017.

ORDER

1. Petition T16-0561 is partly granted.
2. The rent, before a temporary increase due to rent underpayments, is \$816 per month, effective October 1, 2016.
3. The tenant has underpaid rent in the amount of \$96. This underpayment is adjusted over a period of 3 months.
4. The rent is temporarily increased by \$32 per month, to \$848 per month, beginning with the rent payment in April 2017 and ending with the rent payment in June 2017.
5. In July 2017, the rent will be restored to \$816 per month.
6. Claims of decreased housing services are denied.
7. The Anniversary Date for future rent increases is October 1.
8. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached

⁵ O.M.C. Section 8.22.070(H)(3)

⁶ Regulations, Section 8.22.110(F)

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 15, 2017



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Sep-2000	MUST FILL IN D9, D10, D11 and D14	Case No.: T16-0561
Effective date of increase	1-Oct-2016		Unit: <input style="width: 50px;" type="text"/>
Current rent (before increase and without prior cap. improve pass-through)	\$800		CHANGE YELLOW CELLS ONLY
Prior cap. imp. pass-through			
Date calculation begins	1-Oct-2006		
Base rent when calc. begins	\$800	If the planned increase includes other than banking put an X in the box→ <input style="width: 50px;" type="checkbox"/>	

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
10/1/2016				2.0%	\$ 19.61	\$ 1,000.07
10/1/2015				1.7%	\$ 16.39	\$ 980.46
10/1/2014				1.9%	\$ 17.98	\$ 964.07
10/1/2013				2.1%	\$ 19.46	\$ 946.09
10/1/2012				3.0%	\$ 26.99	\$ 926.63
10/1/2011				2.0%	\$ 17.64	\$ 899.64
10/1/2010				2.7%	\$ 23.19	\$ 882.00
10/1/2009				0.7%	\$ 5.97	\$ 858.81
10/1/2008				3.2%	\$ 26.44	\$ 852.84
10/1/2007				3.3%	\$ 26.40	\$ 826.40
10/1/2006				-	-	\$800

Calculation of Limit on Increase

Prior base rent	\$800.00
Banking limit this year (3 x current CPI and not more than 10%)	6.0%
Banking available this year	\$ 48.00
Banking this year + base rent	\$ 848.00
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 848.00

Notes:

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

File - 0561 MS / SK

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: center;">RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM</p> <p style="text-align: center;">2016 OCT -7 PM 3: 54</p>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name BARBARA FORMBY SYLVIA WASHINGTON KEVIN ZUFFI	Rental Address (with zip code) 5915 MARSHALL STREET OAKLAND CA, 94608	Telephone (510)594-9736
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) JOANNE CHURCHILL	Mailing Address (with zip code) 1679 ALABAMA SAN FRANCISCO, CA 94110	Telephone (415)965-8552

Number of units on the property: 1

Type of unit you rent (circle one)	<input checked="" type="radio"/> House	<input type="radio"/> Condominium	<input type="radio"/> Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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 increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<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) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
<input type="checkbox"/>	(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/>	(j) 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"/>	(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

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

Date you moved into the Unit: SEPTEMBER 1ST, 2000 Initial Rent: \$ 800.00 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: APRIL 1ST 2016. 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
08/31/2016	10/01/2016	\$ 800.00	\$ 846.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 60 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 never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: T16-0278, L16-0020

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 service problems, 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, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (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.

Barbara A. Fomby
Tenant's Signature

10/07/2016
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 Rent Adjustment Program Hearing Officer the same day.

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).

Barbara A. Fomby
Tenant's Signature

10/07/2016
Date

VI. IMPORTANT INFORMATION:

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

File Review

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of documents attached to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file 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
- Other (describe): INTERNET

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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.

K. S. [Signature]
Tenant's Signature

10/7/2016
Date

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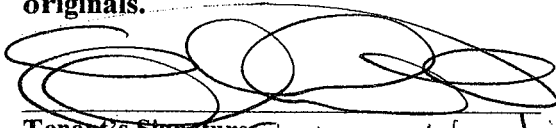
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IV. VERIFICATION: The tenant must sign:

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 Sylvia Washington

10/7/2016
Date

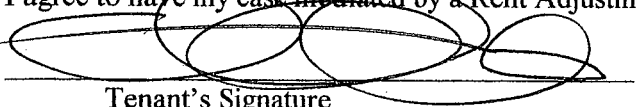
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I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).


Tenant's Signature

10/7/2016
Date

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TENANT PETITION CONTESTING RENT INCREASE

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CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

P.O. Box 70243
 250 Frank H. Ogawa Plaza, Suite 5313
 Oakland, CA 94612
 (510) 238-3721

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 RENT ARBITRATION PROGRAM
 2016 NOV 28 PM 3:19

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 T16-0561

OWNER RESPONSE

Please print legibly.

Your Name <u>JoAnne Churchill</u>	Complete Address (with zip code) <u>1679 Alabama St SF, CA 94110</u>	Phone: <u>415-695-8552</u>
Your Representative's Name (if any)	Complete Address (with zip code)	Email: <u>rubyskye99@yahoo.com</u>
Tenant(s) name(s) <u>Barbara Formby Sylvia Washington Kevin Zuffi</u>	Complete Address (with zip code) <u>5915 Marshall St Oakland CA 94608</u>	Phone: _____ Fax: _____ Email: _____

Have you paid for your Oakland Business License? Yes No Number 28059834
 (Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No
 (Provide proof of payment.)

There are 1 residential units in the subject building. I acquired the building on 1/1984

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

I. RENTAL HISTORY

The tenant moved into the rental unit on August 1 2000.

The tenant's initial rent including all services provided was \$ 800. / 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? April 2016

Is the tenant current on the rent? Yes No

If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION**.

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes No . If yes, on what date was the Enhanced Notice given? _____. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes No . Not applicable: there was no capital improvements increase.

Begin with the most recent rent increase and work backwards. Attach another sheet if needed.

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
August 31 st 2016	Oct 1, 2016	\$ 800.00	\$ 846.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
April 30 2016	June 1 2016	\$ 800.00	\$ 1600.00	<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

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
July 1 2016	<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"/>	<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"/>	<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"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

VI. VERIFICATION

Owner must sign here:

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.

JAMES CHURCHMAN
Owner's Signature

11/28/2016
Date

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. 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. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner 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).

Owner's Signature

Date

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