

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
REGULAR MEETING

June 28, 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. CONSENT ITEMS
  - a. Minutes Available for Review
    - i. June 7, 2018
4. OPEN FORUM
5. OLD BUSINESS
6. NEW BUSINESS
  - a. Appeal Hearings in:
    - i. T16-0663, Velez v. Huang
    - ii. L16-0083, Fong et al. v. Tenants  
T17-0015, Gaona v. Fong
    - iii. T17-0084, Ullman v. Rafaty  
T17-0086, Hellman v. Rafaty  
L17-0015, Rafaty v. Tenant  
L17-0016, Rafaty v. Tenant
7. SCHEDULING AND REPORTS
8. ADJOURNMENT

2018 JUN 20 PM 4:24

OFFICE OF THE CITY CLERK  
OAKLAND

**Accessibility.** This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or

Spanish interpreter, please email [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) o llame al (510) 238-3715 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

會場有適合輪椅出入設施。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@oaklandnet.com](mailto:sshannon@oaklandnet.com) 或致電 (510) 238-3715 或 711 California relay service。請避免塗搽香氛產品, 參加者可能對化學成分敏感。

**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 service animals or emotional support animals.

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.

**CITY OF OAKLAND**  
**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**  
**PANEL Meeting**  
**June 7, 2018**  
**7:00 p.m.**  
**City Hall, Hearing Room #1**  
**One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

The HRRRB Panel was called to order at 7:00 p.m. by Panel Chair E. Lai

**2. ROLL CALL**

U. Fernandez	Tenant	X
E. Lai	Homeowner	X
K. Friedman	Owner	X

Staff Present

Luz Buitrago	Deputy City Attorney
Barbara Kong-Brown	Senior Hearing Officer

**3. OPEN FORUM**

No Speakers

**4. NEW BUSINESS**

- i. Hearing in appeal cases:
  - a. T16-0546, Green v. Tran

Appearances:

Melinda Tran	Owner Appellant
Patricia Green	Tenant Appellee

000003

Procedural Background

The owner appeals from a Hearing Decision which invalidated a monthly rent increase from \$850.00 to \$1,165.00 because the tenant did not receive the notice of the existence of the Rent Adjustment Program (RAP notice).

Grounds for Appeal

The owner appealed the Hearing Decision on the grounds that she was denied a sufficient opportunity to present her claim or respond to the petitioner's claim. She contended that the tenant was not current in her rent and that she was entitled to a rent increase based on Banking because the tenant had resided in her apartment for over 10 years without a rent increase.

The tenant contended that the owner was seeking advice on how to increase the rent and this is not the forum for a rent increase.

Appeal Decision

After questions to the parties and Board discussion, E. Lai moved to affirm the hearing decision based on substantial evidence. U. Fernandez seconded. The Board panel voted as follows;

Aye: E. Lai, U. Fernandez, K. Friedman  
Nay: 0  
Abstain: None

The Motion was approved by consensus.

b. T17-0070, Lee v. Dixon

Appearances:

Bobby Pohl Owner Appellant Representative  
Mary Lee Tenant Appellee

Procedural Background

The hearing decision denied a rent increase and granted restitution for decreased housing services. The owner appealed on the grounds that they did not receive notice of the tenant petition. The Hearing was re-opened to determine if the owners had good cause for not filing a response and not appearing at the Hearing. The Hearing Officer found there was no good cause for the owner's failure to the non



appearance and failure to file a response and affirmed the hearing decision which denied the rent increase and granted restitution for decreased housing services.

Grounds for Appeal

The owner appealed on the grounds that the RAP notice was provided to the tenant in December 2016 and also in 2017, and requested review of the calculations for the decreased housing service claims.

The tenant contended that the case is about Banking and there is an issue about a rent increase twice in one year, and they banked on a year where there was a reduction. The owners did get notice of the tenant petition but they refused delivery.

Appeal Hearing Decision

After questions to the parties and Board discussion, U. Fernandez moved to affirm the hearing decision based on substantial evidence. E. Lai seconded. The Board panel voted as follows;

Aye: E. Lai, U. Fernandez, K. Friedman  
Nay: 0  
Abstain: None

The Motion was approved by consensus.

c. L17-0061, Feiner et al. v. Tenants

Appearances:

Michael Feiner      Owner Appellant

Procedural Background

The owner appeals from a Hearing Decision which granted an exemption for two units of a three unit building based on new construction and denied the exemption for the third unit on the grounds that it was not new construction. The appeal was limited to the third ground unit.

Grounds for Appeal

The owner filed an appeal on grounds that he was denied a sufficient opportunity to present his claim or respond to the petitioner's claim. He contended that he did not know what the expectations were because he received conflicting information from Rent Adjustment Program staff and was therefore denied due process opportunity to fully present his claim; that he was told that instead of providing receipts, bank statements, etc. the construction valuation tables were sufficient.

## Appeal Decision

After board discussion and questions to the parties U. Fernandez moved to affirm the hearing decision. There was no second and the motion failed. E. Lai moved to re-schedule the hearing to the full Board. K. Friedman seconded.

The Panel voted as follows:

Aye: E. Lai, K. Friedman

Abstain 0

Nay: U. Fernandez

The motion passed.

### 5. SCHEDULING & REPORTS

None

### 6. ADJOURNMENT

The meeting was adjourned by consensus at 8:35 p.m.

## CHRONOLOGICAL CASE REPORT

Case No: T16-0663  
Case Name: Velez v. Huang  
Property Address: 72 7<sup>th</sup> Street, Oakland, CA  
Parties: Franki Velez (Tenant)  
Sharon Huang (Owner)  
Jeffrey Allen, Attorney for Owner

### TENANT APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 22, 2016
Landlord Response filed	December 29, 2016
Hearing held	March 20, 2017
Hearing Decisions issued	April 17, 2017
Tenant Appeal filed	May 9, 2017

000007

T16-0663 MS/LM

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT ARBITRATION PROGRAM

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp <b>2016 NOV 22 AM 11:24</b>
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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 <b>Frankie Velez</b>	Rental Address (with zip code) <b>72 7th St. Oakland, CA 94607</b>	Telephone <b>510-750-9830</b>
Your Representative's Name <b>TBD</b>	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <b>Sharon Huang</b>	Mailing Address (with zip code) <b>1530 Masonic Ave San Francisco, CA 94117</b>	Telephone

Number of units on the property: 2 legal / 2 illegal

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 type="radio"/> Yes	<input checked="" 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 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 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: Jan 2014 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: 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. 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>7/15/2015 FEW</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	<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: 1502463 / 1304419

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

1103032

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, 2<sup>nd</sup> 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

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): \_\_\_\_\_

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing start <div style="text-align: center;">           RECEIVED            CITY OF OAKLAND            RENT ARBITRATION PROGRAM              2016 DEC 29 PM 2:55         </div>
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**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 T16-0663

OWNER RESPONSE

Please print legibly.

Your Name Sharon Huang	Complete Address (with zip code) 12 Wakefield Court Belmont CA 94002	Phone: 415 867-6838 Email: Sharon.tingting.huang@yahoo.com
Your Representative's Name (if any) Jeffrey Allen Graves & Allen Attorney	Complete Address (with zip code) 436 14th Street suite 1400 Oakland, CA 94612	Phone: 510-839-8777 Fax: 510 839-5192 Email: jallenlaw@gravesallen.com
Tenant(s) name(s) Frankie Valez and/or F. Carreras	Complete Address (with zip code) 72 7th Street Oakland, CA 94607	

Have you paid for your Oakland Business License? Yes  No  Number 00193435  
 (Provide proof of payment.)

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

There are 2 legal / 2 illegal residential units in the subject building. I acquired the building on 8/5/16

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

I. RENTAL HISTORY N/A See attached

The tenant moved into the rental unit on \_\_\_\_\_.

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

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

Is the tenant current on the rent? Yes \_\_\_ No \_\_\_

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

*Not applicable see attached*

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? <input type="checkbox"/> Yes <input type="checkbox"/> No
		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

**II. JUSTIFICATION FOR RENT INCREASE**

*Not applicable see attached*

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.

Date of Increase	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, 6<sup>th</sup> 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.**

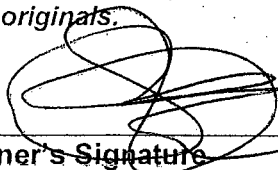
**NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.**

**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.*



Owner's Signature

12/29/2016

Date

**VII. MEDIATION AVAILABLE**

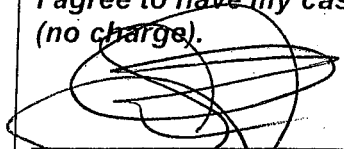
Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

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.**

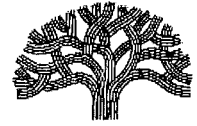
*I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).*



Owner's Signature

12/29/2016

Date



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** T16-0663, Velez v. Huang  
**PROPERTY ADDRESS:** 72 7<sup>th</sup> St., Oakland, CA  
**DATE OF HEARING:** March 20, 2017  
**DATE OF DECISION:** April 17, 2017  
**APPEARANCES:** Franki Velez, Tenant  
Sharon Huang, Owner  
Jeffrey Allen, Attorney for Owner

## **SUMMARY OF DECISION**

The tenant petition is denied.

## **CONTENTIONS OF THE PARTIES**

On November 22, 2016, the petitioner filed a Tenant Petition, alleging decreased housing services and a code violation.

On December 29, 2016, the owner filed a timely response, alleging that the petitioner is not her tenant.

## **THE ISSUES**

- (1) Does the petitioner have standing as a tenant to file a petition against the owner?
- (2) If the petitioner has standing, have her housing services been decreased? If so, what amount of restitution is owed to the tenant?

000015

## EVIDENCE

### Background

The subject unit is located in a residential duplex. Each unit has a different address: 70 7<sup>th</sup> Street and 72 7<sup>th</sup> Street. The petitioner occupies 72 7<sup>th</sup> Street.

The petition states that the petitioner, Franki Velez, moved into the subject unit in January of 2014 at an initial monthly rent of \$800.00. Ms. Velez testified that she had a co-housing agreement with the prior owner where she paid a nominal fee of \$1.00 per month. The petitioner did not submit any agreements or any proof of past rent payments.

### Petitioner's Status as a Tenant

The Owner testified that when she purchased the duplex, one unit was occupied by the tenants Eleanor and Kwong Mark, and the second unit was empty. None of the tenants residing at 70 7<sup>th</sup> Street is the petitioner. The residential lease with the tenants Eleanor and Kwong Mark pertains only to the tenancy at 70 7<sup>th</sup> Street. The owner learned of the petitioner's name when she received the notice of the Tenant Petition. The owner never permitted the petitioner to occupy the subject unit and never received or accepted any rent payment from the petitioner. She had no knowledge of the petitioner occupying the subject unit until she received the notice of the Petition from the Rent Adjustment Program.

The former owner declared under penalty of perjury that she never entered into a lease or rent agreement with the petitioner and never gave her permission to occupy any portion of the property. The former owner never received any rent from the petitioner.

With her Owner Response, the owner submitted the following documents:

1. Grant Deed, recorded on August 5, 2016, showing the current owner as the Grantee;<sup>1</sup>
2. Owner's Supplemental Statement under Penalty of Perjury;<sup>2</sup>
3. Declaration of former owner Shawn Jensen;<sup>3</sup>
4. Residential Lease between the owner and tenants Eleanor and Kwong Mark for 70 7<sup>th</sup> St.<sup>4</sup>

### Decreased Housing Services

The petitioner identified the following items as decreased housing services<sup>5</sup>:

---

<sup>1</sup> Exhibit A  
<sup>2</sup> Exhibit B  
<sup>3</sup> Exhibit C  
<sup>4</sup> Exhibit D  
<sup>5</sup> Exhibit E

1. broken lock on screen door;
2. chipped paint;
3. missing fire alarms;
4. broken bathroom fan and mold on the ceiling;
5. broken oven;
6. no washer and dryer; and
7. water/electricity/garbage: petitioner testified that she initially paid for these utilities but then stopped because she could not afford to pay.

The tenant testified that due to loss of the services listed above she suffered loss of dignity, mental anguish, including pain and suffering. On February 6, 2017, the petitioner submitted a statement called "Explanation of Rent", where she states that she was withholding the \$800.00 rent because of living circumstances and code violations.<sup>6</sup>

### Code Violations

No notice of violation was submitted. Therefore, this claim will not be addressed in this Hearing Decision.

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

### Petitioner's Standing to file Petition

A tenancy is created by agreement, express or implied, between the owner and a tenant. There was no evidence of any rental/lease agreement between the petitioner and the owner, including the prior owner. The prior owner declared that she never permitted the petitioner to occupy the subject unit and never received any rent payments from her. The current owner had no knowledge that the petitioner was occupying the subject unit until she was notified that the petitioner filed this petition. Therefore, the petitioner lacks standing to file a petition against the property owner.

### Petitioner's Status as a Tenant

The Rent Ordinance defines a tenant as "A person entitled, by written or oral agreement, to the use or occupancy of any covered unit."<sup>7</sup> The Rent Ordinance also defines an owner to include a lessor, 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."<sup>8</sup> The former and the current owners both declared that they did not rent the subject unit to the petitioner. The petitioner did not pay rent to any of them. Because the petitioner is not entitled to use or occupy the subject unit, she is not a tenant under the Rent Adjustment Ordinance. Therefore, the Rent Adjustment Program cannot address any issues raised in the Tenant Petition.

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<sup>6</sup> Exhibit F

<sup>7</sup> O.M.C. §8.22.020 (Definitions)

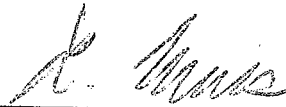
<sup>8</sup> O.M.C. §8.22.020 (Definitions)

**ORDER**

1. The Petition T16-0663 is denied.
2. The Petitioner lacks standing as a tenant under the Rent Adjustment Ordinance.

**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: April 17, 2017



---

**Linda M. Moroz**  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T16-0663**

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**

Frankie Velez  
72 7th St  
Oakland, CA 94607

**Owner**

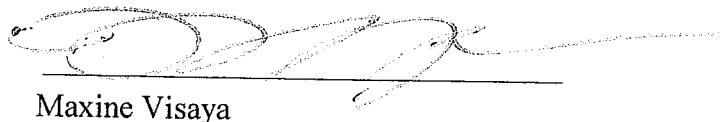
Sharon Huang  
1520 Masonic Ave  
San Francisco, CA 94117

**Owner Representative**

Jeffrey Allen, Attorney, Graves & Allen  
436 14th St Suite 1400  
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 24, 2017 in Oakland, CA.

  
\_\_\_\_\_  
Maxine Visaya

000019

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

2017 MAY -9 PM 2:44  
**APPEAL**

**Appellant's Name**  
Francesca Carreras-Velez

Landlord  Tenant

**Property Address (Include Unit Number)**  
72 7th St.  
Oakland, CA 94607

**Appellant's Mailing Address (For receipt of notices)**  
72 7th St  
Oakland, CA 94607

**Case Number**  
TIC-06603  
**Date of Decision appealed**  
April 24, 2017

**Name of Representative (if any)**  
N/A

**Representative's Mailing Address (For notices)**  
N/A

**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.



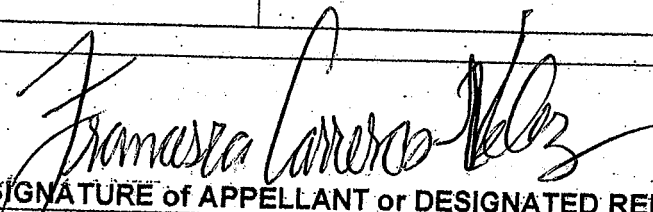
RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

7.  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 . 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 May 9, 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:

<b>Name</b>	Sharon Huang
<b>Address</b>	12 Waketield Court
<b>City, State Zip</b>	Belmont CA 94002
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2017 MAY -9 PM 2:44

	5/9/17
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 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.

To whom it may concern,

000022

I have ample evidence to support my tenancy at the physical address of 72 7th St Oakland, CA 94607. I am a 90% disabled combat veteran that has experienced excessive stress and aggravation of my combat disabilities due to the harassment that I have received from Sharon Huang and her acting agent Jeffrey Allen. I believe that I am being harassed and denied my tenancy in retaliations <sup>FECU</sup> for revealing the deficiencies at the property, which myself and my family dwell. Ms. Huang was lied to by the former owner Shawn Jansen regarding my tenancy. Ms. Huang never did her due diligence in even coming to the property to personally view it herself. I am a tenant, I can prove it and I would like to be given the right to do so. In the case prior I, ~~be~~ <sup>FECU</sup> was confused by the additional court date and missed my deadline to submit my evidence. I would like to have the oppor-

family, to show my evidence and  
prove my tenancy. With all due  
respect

Franki Vely

DATE 9 PM 2:44

CENTER FOR  
TECHNICAL PROGRAMS

Evidence submitted ~~to~~ in support  
of Appeal - TIG-0663  
Carreras-Velez v. Huang

RECEIVED  
SITING  
REMARKS/NOTATION PROGRAM  
2017 MAY 22 PM 2:28

## INTENTIONAL COMMUNITY AGREEMENT

This AGREEMENT made this Day of Jan, 15 by and between lawfully authorized landlord/co-operative owner (Shawn Jansen) Shawn Jansen and Andre Little and Francesca Carreras herein called "Tenants/co-operative owner," Landlord/co-operatives owners hereby agree to rent/sell the real property of 70-72 7<sup>th</sup> st. Oakland, Ca 94607.

This agreement is based upon a desire to live in harmony with all living beings. To dedicate our lives to the improvement of the environment, community, and the world. We enter into this contract/agreement with the intention of creating a community that will exist beyond economic circumstances, and side effect of Gentrification due to Capitalism.

We also come together to create a business entity to help this community. This business entity would take the form of a Cooperative Land Trust working with the homeless population in the form of training, feeding, and housing. Also, providing a community center that would host such events.

All members of this intentional community hereby enter into a lease with the option to buy the real property 70-72 7<sup>th</sup> st Oakland Ca from said owner and intentional community member Shawn Jansen. The purchase of this real property shall not be limited to time constraints as the members of said community will maintain at any time the first right of refusal regarding any sale of the home.

Tenant/co-operative owners agree to pay Landlord/co-operative owner rent/ownership capital in the sum of \$1.00 per month, due and payable monthly on the 15<sup>th</sup> day of each month during the term of the agreement. Along with ownership capital in the form of making repairs of any major or minor building issues. Lastly, the first month's rent is required to be submitted on or before move-in.

Tenants/co-operative owners agree to pay their rent in the form of personal check, cashier's check, money order or cash to be given to Landlord co-operative owner. Along with participating in monthly workdays progressing towards the improvement and maintenance of the property. The home improvement projects will be determined at monthly meetings.

Definitions per this document:

Tenants/co-operative owners- Refers to all those community members that are/were invited to live in this intentional community by the lawful owner Shawn Jansen.

Landlord/co-operative owner- Refers to Shawn Jansen

000025

Serious building issues: foundation cracks, tilting porch, cracks in plaster, buckling drywall or sliding, a spongy floor, heavy water leaking, leaking water heater, leaky roof, water spots, or the first sign of termite activity.

Minor building issues: General repairs to the structural integrity of the building.

Covenants:

1. Tenants/co-operative owners, Landlord/co-operative owner, agree to cooperate/collaborate with one another at all times regarding the welfare of the home and sanctity of the intentional community.
  - A. This cooperation will be facilitated by monthly meeting forums, where the formalities of fulfilling this contractual obligation of; sweat equity, dollar amount portion, and non-profit status is discussed. During such meetings repairs and maintenance will be addressed. This forum will be conducted on the 15<sup>th</sup> of every month.
  - B. All or any alterations, Additions, or improvements upon the premises, shall become part of the property and shall be determined by all members of the intentional community ( Tenant/co-operative owners, manager/co-owner, Landlord/co-owner) during monthly meeting forums.
2. Tenants/co-operative owners will not be responsible for payment of any utilities including but not limited to: telephone, gas, electric. As these bills will be handled by the landlord/co-operative owner as his gift to the community.
3. Serious building Issues: These issues will be handled by Tenant/co-operative owners, manager/ co-operative owner, and Landlord co-operative owner in the most immediate fashion possible and will be followed up with a discussion during the next monthly forum.
4. Disclosure of the co-operative nature of this document:  
This contractual document is an example of what group co-operation can do and, how we can grow together as a community. This house is a gift that is to be shared with all beings/entities signed to this document below. Our true desires is to live in harmony with each other and the earth.

Full Disclosure :

All intentional community members signing this lease to own contract hereby state that all questions about this rental/buyer agreement have been answered, that they fully understand all the provisions of the agreement, obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or face the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature of all involved

000026

parties is acknowledgement that all parties have received a signed copy of this document.

Accepted this January day of 1, 2014

Jaltrights reserved  
Jancosta Alvarez 1/15/14  
Tenant/co-operative owner

[Signature] 1/15/14 Date

Date

[Signature] 1/15/14  
Landlord/co-owner Date

# RECEIPT

DATE 9/1/15No. 759622RECEIVED FROM Francesca Carreras-Velez\$ 700.00Seven hundred and 00 DOLLARS FOR RENT  
 FOR 72 72 St. OAKLAND, CA. 94607

ACCOUNT	<u>700</u> <u>00</u>
PAYMENT	<u>700</u> <u>00</u>
BAL. DUE	<u>—</u> <u>00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 9/1/15 TO 9/30/15BY [Signature]



# RENTAL AGREEMENT

THIS AGREEMENT made this 1 Day of January, 2014, by and between legally authorized manager/ co-operative owner (Ronald Thomas) acting as authorized manager/co-operative owner, for landlord/ co-operative owner (Shawn Jansen) \_\_\_\_\_ herein called "Manager/ co-operative owner," and Francesca Carreras Velaz and Andre Little, herein called "Tenants/co-operative owner." Landlord/co-operative owners hereby agree to rent/sell/cohabitate with Tenants in the dwelling located at 72 7<sup>th</sup> St. Oakland CA 94607 under the following terms and conditions.

**1. FIXED-TERM AGREEMENT (LEASE):**

Tenants/co-owners agree to lease/buy/cohabitate this dwelling for a fixed term of 10 years \_\_\_\_\_, beginning January, 2014 and ending January, 2025. Upon expiration, this Agreement shall authorize the Tenants/co-owners and Landlord/co-operative owner to renegotiate their contractual agreement to the specifications that are to their desired goals. These goals will be determined at the groups monthly meetings. These monthly meetings will be held on the 15<sup>th</sup> of every month. The input of the group is very essential to the growth of the community that is entering upon a communal lease, where there are dual roles, required.

**2. RENT:**

Tenant/co-operative owners agree to pay Landlord/co-operative owner rent/ownership capital in the sum of \$ 1.00 per month, due and payable monthly in advance on the 15<sup>th</sup> day of each month during the term of this agreement. Along with ownership capital in the form of making repairs to the plumbing system, the foundation of the property, the roof, general leaks /renovations of the property. Lastly, the first month's rent is required to be submitted on or before move-in.

**3. FORM OF PAYMENT:**

Tenants/co-operative owners agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord/co-operative owner. Along with participating in monthly work days (to be posted on group calendar) moving towards the improvement of the property. The home improvement projects will be determined at the monthly meetings.

**4. RENT PAYMENT PROCEDURE:**

Tenants/co-operative owners agree to pay their rent/house membership fee by mailing/delivering it to the Landlord/co-operative owner at 72 7<sup>th</sup> Oakland, California 94607, or in person at the same address.

**5. TENANT COOPERATION:**

Tenant/co-operative owners agree to cooperate/collaborate with the Landlord/co-owner through a monthly meeting forum regarding the formalities in fulfilling this contractual agreement of sweat equity and ensuring the dollar amount portion is paid, which was determined to be the 15<sup>th</sup> of every month.

**6. ALTERATIONS:**

Tenant/ co-owners and landlord/ co-owner shall make no alterations, decorations, additions, or improvements in or to the premises without all parties agreement, and then only by all parties together collectively during the monthly work parties. All alterations, additions, or improvements upon the premises, made by all party, shall become part of the property and shall remain upon, and be surrendered, as a part thereof, at the end of the term hereof.

**7. UTILITIES:**

Resident will not be responsible for payment of any utilities including but not limited to: telephone, gas, or other bills incurred during their residency. As these bills will be handled by the landlord/ co-owner as his gift to the community. **SERVICES.** Landlord /co-operative owner shall be responsible for the following services in connection with

000029

# RENTAL AGREEMENT

THIS AGREEMENT made this 1 Day of January, 2014, by and between legally authorized manager/ co-operative owner (Ronald Thomas) acting as authorized manager/co-operative owner, for landlord/ co-operative owner (Shawn Jansen) herein called "Manager/ co-operative owner," and Francesca Carrevas Velaz and Andre Little, herein called "Tenants/co-operative owner." Landlord/co-operative owners hereby agree to rent/sell/cohabitate with Tenants in the dwelling located at 72 7th St. Oakland CA 94607 under the following terms and conditions.

1. **FIXED-TERM AGREEMENT (LEASE):**

Tenants/co-owners agree to lease/buy/cohabitate this dwelling for a fixed term of 10 years, beginning January 1, 2014 and ending January 1, 2025. Upon expiration, this Agreement shall authorize the Tenants/co-owners and Landlord/co-operative owner to renegotiate their contractual agreement to the specifications that are to their desired goals. These goals will be determined at the groups monthly meetings. These monthly meetings will be held on the 15<sup>th</sup> of every month. The input of the group is very essential to the growth of the community that is entering upon a communal lease, where there are dual roles, required.
2. **RENT:**

Tenant/co-operative owners agree to pay Landlord/co-operative owner rent/ownership capital in the sum of \$ 1.00 per month, due and payable monthly in advance on the 15<sup>th</sup> day of each month during the term of this agreement. Along with ownership capital in the form of making repairs to the plumbing system, the foundation of the property, the roof, general leaks /renovations of the property. Lastly, the first month's rent is required to be submitted on or before move-in.
3. **FORM OF PAYMENT:**

Tenants/co-operative owners agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord/co-operative owner. Along with participating in monthly work days (to be posted on group calendar) moving towards the improvement of the property. The home improvement projects will be determined at the monthly meetings.
4. **RENT PAYMENT PROCEDURE:**

Tenants/co-operative owners agree to pay their rent/house membership fee by mailing/delivering it to the Landlord/co-operative owner at 72 7<sup>th</sup> Oakland, California 94607, or in person at the same address.
5. **TENANT COOPERATION:**

Tenant/co-operative owners agree to cooperate/collaborate with the Landlord/co-owner through a monthly meeting forum regarding the formalities in fulfilling this contractual agreement of sweat equity and ensuring the dollar amount portion is paid, which was determined to be the 15<sup>th</sup> of every month.
6. **ALTERATIONS:**

Tenant/ co-owners and landlord/ co-owner shall make no alterations, decorations, additions, or improvements in or to the premises without all parties agreement, and then only by all parties together collectively during the monthly work parties. All alterations, additions, or improvements upon the premises, made by all party, shall become part of the property and shall remain upon, and be surrendered, as a part thereof, at the end of the term hereof.
7. **UTILITIES:**

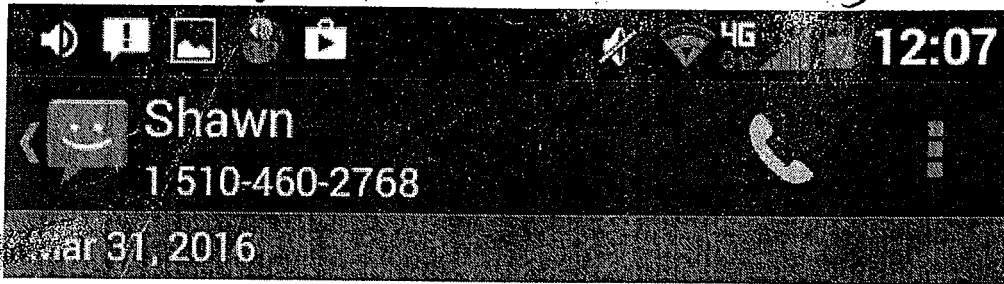
Resident will not be responsible for payment of any utilities including but not limited to: telephone, gas, or other bills incurred during their residency. As these bills will be handled by the landlord/ co-owner as his gift to the community. **SERVICES.** Landlord /co-operative owner shall be responsible for the following services in connection with

000030

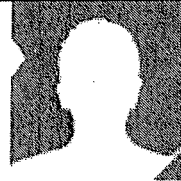
Text Messages between ~~Franki~~ Francesca Carrejo Velez (tenant)

①

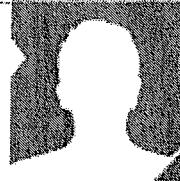
Shawn Jansch  
(Former Owner)  
establishing tenancy.



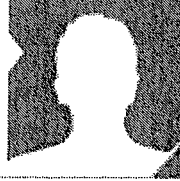
This is Franki . thank you so much for the conversation earlier. For the record this is the first time that I had your contact information since you left the intentional community and I only received this contact info for you at the insistance of the police because Ronnie ( your manager) would give it to us. Per our conversation you aacknowledged that our neighbors ( 70 7th St)



He would not give us your contact info



There was a typo



<Subject: NoSubject> - I was told You had my # long ago. I'm sorry for your trouble w/Ronnie, since my unwarranted trouble the property & disagreement concerning Ronnie.


160 / 1

Type message



000031

2


  

**Shawn**
  
 1 510-460-2768

I've allowed Ronnie to reside there, mostly to help him w/his projects.

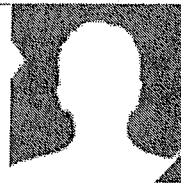
14:26



<Subject: NoSubject> - He's threatened me w/lawsuits, & tried manipulating me, I prefer to stay away from him. These problems will be resolved soon, according to the Broker, Garry McGee. His main function is watching the property, fixing things needing his expertise, not inciting tenants.

14:26

Well I think that you should allow the neighbors to pay for their own electrician instead of relying on Ronnie. He is a menace and that would allow you to distance yourself from Ronnie. Maybe you could even tell them the truth so that they could save some money so they can move.



14:30

160 / 1

Type message





Attach







Send

000032

3

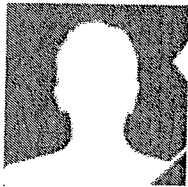


12:11



Shawn



1 510-460-2768

Also, you could move on from this situation and away from Ronnie and the HARASSMENT.

14:31

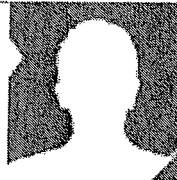


I have distanced myself, his meter, is yours.

14:31

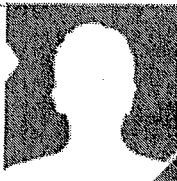
Well I disagree because if he is your contact with the neighbors.

14:33



Then he is still in the middle and is harassing you.

14:34

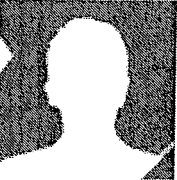


Not really.

14:34

Well he is doing all his misbehaving in your name and that is really a legal liability for you.

14:36



I don't doubt that. he has been

160 / 1

Type message




Attach













Send

000033






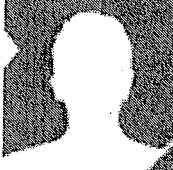







12:12



Shawn




1 510-460-2768


working on tarnishing me as well as stripping of my dignity & spirit.


14:38

He also said to the police today that you don't have the money to pay for an electrician. That is why I am saying that you should just let the tenants at 70 7th handle it themselves and you can really come clean with this situation. Also, then Ronnie would have nothing on you


14:38


He doesn't.

14:40

He is really no good and you have got to fire him really. He told me that you had no copies of the documents you signed with him, but I have seen the paperwork. According to the paperwork all you have to do to stand him down is send him a certified letter that says you are firing him for a reason and in this case you can say


160 / 1

Type message



000034



Get Google Chrome 13-12-14-24 prng  
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Gmail

COMPOSE

Inbox (2,775)

Starred

Important

Sent Mail

Drafts (93)

Circles

Notes

More

- Frankl +
- Terrence Hubbard  
Yo whats up!
- singalas models  
You: Hey are you onli
- Enrique Caraballo  
Call me asap
- Arktivist. I  
You: Hay you need to
- Viet Le  
sup Frankl, hope your
- Azaria Bailey Curr  
Invitation sent
- fjm solar  
wish u th best.

Screen shot 5

Inbox x

14:41

Frankl Betty <lovepeaceunity@gmail.com>  
to me

.??? You mean he has nothing on you?  
14:41

Shawn  
1 510-460-2768  
you are firing him for harassment of the tenants  
14:41

Because actually you are right about him tarnishing your reputation and spirit because he lies. Spiritually this is effecting your ability to totally move on with your life  
14:43

.??? You mean he has nothing on you?  
14:41  
Because actually you are right about

3.01 GB (20%) of 15 GB used  
[Manage](#)

Click here to [Reply](#) or [Forward](#)

I'll check w/ the lawyer, & yes, nothing on me. He doesn't pay rent, so, I've given what he wants  
14:43

Call the broker, he can give you necessary info.  
14:44

Yes and he has actually blocked us from making repairs. We have tried

160 / 1

Type message











21 of 4,509





Account activity: 0 minutes ago  
[Details](#)

000035



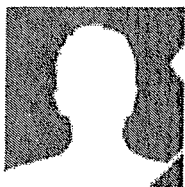

12:15



Shawn



1 510-460-2768

and he scares our contractors off.  
 He also agreed to pay his portion of  
 the electricity and has not. I will have  
 my legal advocate call him.

14:45

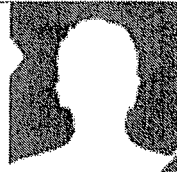


He was to pay all utilities but only  
 came thru one mo after moving in

14:47

Well he has paid nothing

14:48



We have paid all of the bills.

14:48



Apr 11, 2016

Are you authorizing Ronnie to  
 HARRASSMENT me?

15:45



No!

15:45

Well we iust were in court and he

160 / 1

Type message



000036



7

Shawn  
1 510-460-2768

Well we just were in court and he says that he is acting on your behalf.

15:46

He's acting on his behalf, he's only the maintenance guy, we've already established that. Anything else is on him.

15:48

This is what I was saying to you before. Here is the other thing: the electricity issue is putting the whole building at risk of fire. It is also putting g the whole Street at risk for fire. I would like your cooperation in fixing the problem. It also puts the house at risk of being condemned and Ronnie said he would be okay with the house being condemned and then you will not be able to sell it at all. That is why he is fighting me because I would like to purchase the building.

15:49

He is also staying in the illegal units

160 / 1










Type message

Attach





Send

000037

8










12:18

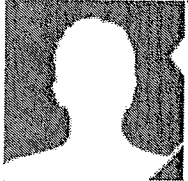
---



Shawn



1 510-460-2768

downstairs. I am willing to discuss with you our current rental agreement. There has got to be a resolution like you authorize me to fix the electricity and have access to the downstairs. I will let you meet my electrician.

15:52



If you call the Broker Garry McGee [5109083417](tel:5109083417) he's taking care of the issues at hand, might be able to help w/purchase for you.

15:53

If you do not work with me because I have a family and 8 week old child . my advocate has spoken with him and he cannot give me authorization to make repairs only you can.



15:54

Yes, I am interested in purchasing the home. I however have to defend my family and it is a human right to have electricity.

15:55

160 / 1

Type message

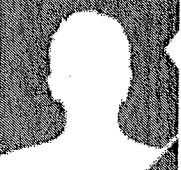
 Attach
  Send

000038

**Shawn**
  
 1 510-460-2768

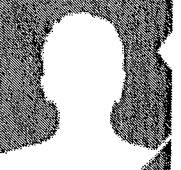
9


 You talked to the Broker? He told you I was the only one to authorize that?

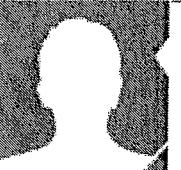
15:56

Yes, you are still the owner. You have to give permission. You also have the right to terminate Ronnie's contract with you and the house. He is behaving g badly in your name.

15:58


 I understand, I don't have the budget to fix the problem, the broker receives all the money I get for taxes

15:59


 <Subject: NoSubject> - I know what he's doing, I realize he's dragged my reputation threw the mud, I know he acts badly w/tenants, I've already spend over \$15,000.00 getting tenants out, I realize that's not your problem.

16:02

160 / 1










Type message


Attach



Send

000039

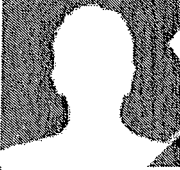
10










12:23

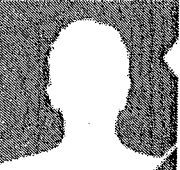


Shawn



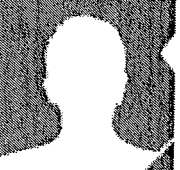
1 510-460-2768


 I just don't have time or money to act for your benefit. That's why if you call the broker he could help you w/your dilemma.


16:04


 Otherwise, I'm been advised to stay out of it per the broker


16:05


 Call Mr. McGee, he has been working on the bldg. For over 2 years

16:06


 I sure He will have a solution.

16:07


 <Subject: NoSubject> - Ronnie wanted me to go to court w/him, didn't have time, nor I don't know why he's doing what he's creating, mostly, making life more difficult for you, If I was able to help I would, I don't have any fight left to go toe to toe w/him. As I've mentioned, the Broker has

160 / 1

Type message



000040

(11)










12:25



Shawn




1 510-460-2768

said he is going to handle Ronnie

16:12

Well I will pay for it. I don't need you to pay. I will pay I just need you to authorize me to do it

16:13

Okay well I didn't talk to the broker my advocate did.

16:13

So, as a result, I haven't been around, & Ronnie's duties per our agreement, fix damages or breakage problems

16:14

I haven't heard anything about that, how long AFO?

16:15

Ago typo

16:15

I am not asking you to pay for it. I










160 / 1





Type message



000041

12

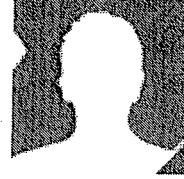









12:28



Shawn



1 510-460-2768

I am not asking you to pay for it. I will.

16:21



I would just like your authorization to do so. Also, you said that you were not in communications communication with Ronnie. So now that you know what is happening with the building what are you going to do???

16:23



I am asking you for help and I am telling you that you maintainance man has harassed me.

16:24



I understand, I will persuade for him to lighten up. As long as the Electrical person is certified to do the work, I don't see a problem.

16:27



My electrician is a journey man and has already been here. Ronnie was in



160 / 1

Type message




Attach














Send

000042

13

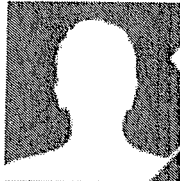









12:30



Shawn



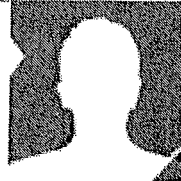
1 510-460-2768

his face and lied to the police about it.  
16:29



I'll communicate w/ Ronnie.  
16:30

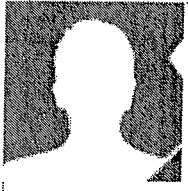
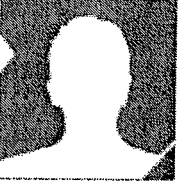
Please try to talk to Ronnie. If not I am going to have to take further court action because I have no choice but to do so  
16:30



Let me know what he says. I will have my electrician call you if you would like.  
16:33



Or journeyman  
16:33



Yes, have him call/text me, thank you.  
16:35

Ok I will

160 / 1

Type message



000043





**8:50 AM**


Shawn  
 1 510-460-2768




For the record if you are not able to get me something in writing that states that you will be helping me to repair the electricity then I am going to take this as an overstanding that you have abandoned the property and the project and you too were/ are being harassed by your manager Ronnie Thomas. I will also have to move forward in my efforts to protect my family.



8:53AM

Apr 12, 2016



<Subject: NoSubject> - I have a Bldg. Contractor Engr coming to access the electrical problem tomorrow at 6:30pm. His name is Chas. Fleicher, hes done work for me before. before. He told me he could knock out the job by the wk-end. I need for you to allow him access to the apt.

9:17AM

Ok kewl. Thank you so much Shawn.



160 / 1

Type message





Attach







Send

000044



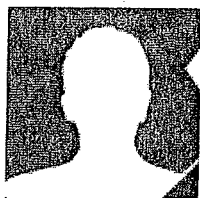


9:05 AM



Shawn  
 1 510-460-2768

I however do not want Ronnie in my place. I appreciate it and will discuss this issue with you further at a later date. Thanks again.

9:20AM

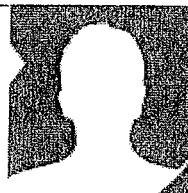


He doesn't have access, though Chas. Needs to for obvious reasons.

9:28AM

Ok that is fine. I will no longer deal with Ronnie.

9:29AM



Ok let's continue to be in communication about this. Let's see how much it will cost and I will see how much I can help and or pay for his services. I am sorry that my friend never got back to you. He is a flake. I also know of two more electricians but have not got a hold of them yet.

9:32AM



This guy knows it all, he always comes threw. It'll be fixed!

160 / 1

Type message






Attach



Send

000045

As you know I am a disabled veteran and have limited amount of money to support my family of four but let's just check out the problem and go from there



9:36AM

Don't worry though. I am working on having money to buy property. We can talk more about that later



9:37AM

The VA owes me money



9:37AM



<Subject: NoSubject> - Yes, I knew, I understand your need. As long as this addresses the current problem of providing a safe environment, that's what I've always strived to do. I'm truly sorry Ronnie has caused dishormany for you & your family.

9:41AM

Thanks Shawn I appreciate this and



160 / 1

Type message



Attach



Send

000046



 Shawn  
1 510-460-2768

yes this is a severe habitability issue.  
Like I said lets see what will happen  
with the electricity and go from there.

9:43AM

Now that I am referencing my  
schedule 6:30 is a little late. Is there  
any way that he could come sooner?

7:22PM



Not unless he fly's across the bay  
bridge

7:26PM

Oh okay that was what I thought. He  
must be coming after some work. I  
am concerned about him working in  
the dark?

7:27PM

I guess it depends on what he finds?

7:28PM



He won't the plan was this wk-end  
1st he has to access the problem  
then give an estimate, after which he

160 / 1

Type message



Attach



Send

000047

9:07 AM SAT, MAY 20



can start & finish the job.

7:30PM

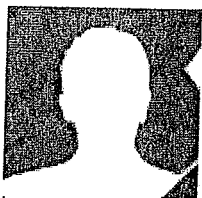
Oh okay that is fine. I would just like to be clear that is all. Thank you

7:31PM



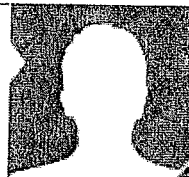
Is there a time after 6:30pm, or another day this week, & has to be 6:30pm or after

7:38PM



No tomorrow is fine. 6:30 PM works.

9:21PM



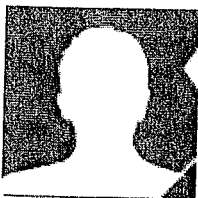
I hope that is still ok. I just got this text.

9:21PM



Great!

9:21PM



Awesome,;)

9:22PM



160 / 1

Type message



Attach




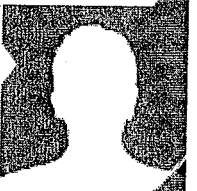
Send


000048


  
 **Shawn**  
1 510-460-2768


 Okay!  
9:22PM


Ok  
9:22PM 


Hahaheehee!!!  
9:23PM 

 I'm glad your happy.  
9:23PM

I am! Thank you!  
9:23PM 

My family has been through a lot.  
9:24PM 

It is nice to feel happy  
9:24PM 

 Let's see how it goes, which I think will be good.

160 / 1

Type message



000049

## CHRONOLOGICAL CASE REPORT

Case No: L16-0083 & T17-0015

Case Name: Fong et al v. Tenants, Gaona v. Fong

Property Address: 1354 81<sup>st</sup> Ave., Units A & B, Oakland, CA  
1356 81<sup>st</sup> Ave., Units A & B, Oakland, CA

Parties: Maria Pelayo (Tenant)  
Rosa Gaona (Tenant)  
Alondra Juliana (Tenant)  
Gary Cloutier, Esq. (Tenant Rep. for Tenant  
Apodaca Salazar)  
Ana Jeronimo (Tenant)  
Marica Zarate (Tenant)  
Virginia Dominguez (Tenant)  
May Fong (Owner)  
Michael Lee (Owner)

### LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Landlord Petition filed	October 31, 2016
Tenant Salazar Response filed	November 23, 2016
Tenant Dominguez Response filed	December 28, 2016
Tenant Gaona Response filed	January 10, 2017
Tenant Gaona Petition filed	January 10, 2017
Owner Response to Tenant Petition	January 19, 2017
Hearing Decision Issued	April 14, 2017
Owner Appeal filed	May 3, 2017

000050

46-0083 KM/BKB

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	RECEIVED For date stamp. CITY OF OAKLAND RENT ARBITRATION PROGRAM  <b>2016 OCT 31 AM 9:47</b>  <u><b>LANDLORD PETITION</b></u> <u><b>FOR CERTIFICATE OF EXEMPTION</b></u> (OMC §8.22.030.B)
---	---

**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

**Section 1. Basic Information**

Your Name May Lee Fong Michael B Lee	Complete Address (with zip code) 358 Cerro Court Daly City, Ca 94015	Telephone Day: 415-812-9908	
Your Representative's Name	Complete Address (with zip code)	Telephone Day:	
Property Address 1354-81st Ave, #A, B, Oakland, Ca 94621 1356-81st Ave, #A, B, Oakland, Ca 94621		Total number of units in bldg or parcel. 6	
Type of units (circle one)	Single Family Residence (SFR)	<input checked="" type="checkbox"/> Condominium	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Section 2. Tenants.** You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

**Section 3. Claim(s) of Exemption:** A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

**New Construction:** This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

**Substantial Rehabilitation:** This applies only to entire buildings. An owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project. The average basic cost for new construction is determined using tables issued by the Chief Building Inspector applicable for the time period when the Substantial Rehabilitation was completed.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

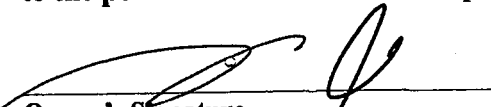
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire, 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?
8. When did the tenant move into the unit?

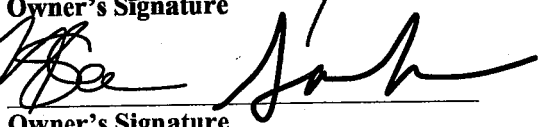
**I (We) petition for exemption on the following grounds (Check all that apply):**

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input checked="" type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

**Section 4. Verification Each petitioner must sign this section.**

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

  
Owner's Signature

  
Owner's Signature

10/26/16  
Date

10/26/16  
Date

**Important Information**

**Burden of Proof** The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

**File Review** Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.



Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:


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2. Did the prior tenant leave after being a notice of rent increase under 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?
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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?
8. When did the tenant move into the unit?

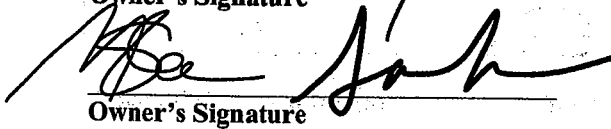
**I (We) petition for exemption on the following grounds (Check all that apply):**

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input checked="" type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

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**LANDLORD PETITION  
FOR CERTIFICATE OF EXEMPTION ADDENDUM**

**Section 2.**

1354 - 81<sup>st</sup> Avenue #A, Oakland, Ca 94621

Tenants: Ricardo Dominguez, Ana Jeronimo, et al

1354 - 81<sup>st</sup> Avenue #B, Oakland, Ca 94621 (AKA 1354-81<sup>st</sup> Avenue #D)

Tenants: Rosa Gaona, Ana Rosas, Ignacio Gaona

1356 - 81<sup>st</sup> Avenue #A, Oakland, Ca 94621

Tenants: Yuliana Apodara, Salazar Apodaca, et al

1356 - 81<sup>st</sup> Avenue #B, Oakland, Ca 94621 (AKA 1354-81<sup>st</sup> Avenue #E)

Tenants: Lorena Arechiga, Maria Arechiga, Rafael Arechiga, Alejandro Arechiga, Leo Pena

**Single-Family or Condominium (Costa-Hawkins):**

1. No
  2. No
  3. No
  4. No
  5. Yes
  6. 1354 - 81<sup>st</sup> Avenue #A, Oakland, Ca 94621 - 8/3/12
- 1354 - 81<sup>st</sup> Avenue #B, Oakland, Ca 94621  
AKA 1354 - 81<sup>st</sup> Ave # D - 9/1/10
- 1356 - 81<sup>st</sup> Avenue #A, Oakland, Ca 94621 - 11/1/07
- 1356 - 81<sup>st</sup> Avenue #B, Oakland, Ca 94621  
AKA 1354 - 81<sup>st</sup> Ave # E - 11/1/07



## Property Detail

Subject Property : **1354 81st Ave # A Oakland CA 94621**

---

### Owner Information

---

Owner Name : **Fong Grant W / Fong May L**  
Mailing Address : **358 Cerro Ct, Daly City CA 94015-4087**  
Vesting Codes : **Husband/wife / Ea / Tenants In Common**

### Location Information

---

County : <b>Alameda, Ca</b>	APN : <b>042-4247-081</b>
Census Tract / Block : <b>4089.00 / 1</b>	Subdivision : <b>Buenaventura Map 02</b>
Legal Lot : <b>10</b>	School District : <b>Oakland</b>
Legal Block : <b>E</b>	Munic/Township : <b>Oakland Incorp</b>

### Last Market Sale Information

---

Recording/Sale Date : <b>03/29/2012 / 03/07/2012</b>	Document # : <b>107555</b>
Sale Price : <b>\$199,500</b>	Deed Type : <b>Grant Deed</b>
Sale Type : <b>Full</b>	
Seller Name : <b>Deutsche Bk Series 2003-2</b>	

### Property Characteristics

---

Gross Area : <b>1,542</b>	Bath(F/H) : <b>2</b>	Construction : <b>Wood</b>
Living Area : <b>1,542</b>	Year Built / Eff : <b>1976 / 1976</b>	Style : <b>Unknown</b>
Total Rooms : <b>6</b>	# of Stories : <b>1</b>	Quality : <b>Average</b>
Bedrooms : <b>4</b>		

### Property Information

---

Land Use : <b>Condominium</b>	Res/Comm Units : <b>6</b>	State Use : <b>( D60z )</b>
County Use : <b>Condominiums - Single Resident</b>		



# Property Detail

Subject Property : **1354 81st Ave # B Oakland CA 94621**

---

## Owner Information

---

Owner Name : **Fong Grant W / Fong May L**  
Mailing Address : **358 Cerro Ct, Daly City CA 94015-4087**  
Vesting Codes : **Husband/wife / Ea / Tenants In Common**

## Location Information

---

County : <b>Alameda, Ca</b>	APN : <b>042-4247-082</b>
Census Tract / Block : <b>4089.00 / 1</b>	Subdivision : <b>Buenaventura Map 02</b>
Legal Lot : <b>10</b>	School District : <b>Oakland</b>
Legal Block : <b>E</b>	Munic/Township : <b>Oakland Incorp</b>

## Last Market Sale Information

---

Recording/Sale Date : <b>03/29/2012 / 03/07/2012</b>	Document # : <b>107555</b>
Sale Price : <b>\$199,500</b>	Deed Type : <b>Grant Deed</b>
Sale Type : <b>Full</b>	
Seller Name : <b>Deutsche Bk Series 2003-2</b>	

## Property Characteristics

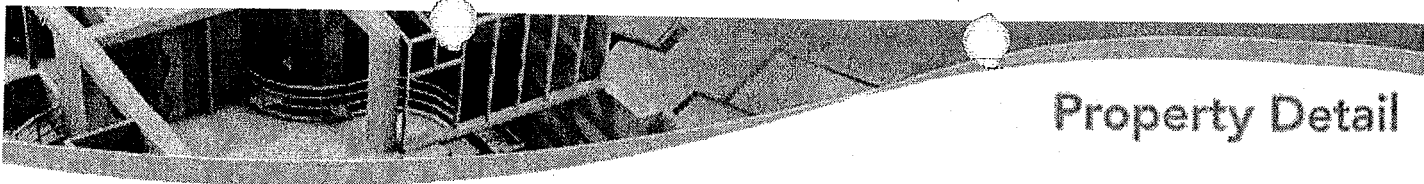
---

Gross Area : <b>1,315</b>	Bath(F/H) : <b>2</b>	Construction : <b>Wood</b>
Living Area : <b>1,315</b>	Year Built / Eff : <b>1976 / 1976</b>	Style : <b>Unknown</b>
Total Rooms : <b>6</b>	# of Stories : <b>1</b>	Quality : <b>Average</b>
Bedrooms : <b>4</b>		

## Property Information

---

Land Use : <b>Condominium</b>	Res/Comm Units : <b>6</b>	State Use : <b>( D60z )</b>
County Use : <b>Condominiums - Single Resident</b>		



# Property Detail

Subject Property : **1356 81st Ave # A Oakland CA 94621**

## Owner Information

Owner Name : **Fong Grant W / Fong May L**  
Mailing Address : **358 Cerro Ct, Daly City CA 94015-4087**  
Vesting Codes : **Husband/wife / Ea / Tenants In Common**

## Location Information

County : **Alameda, Ca** APN : **042-4247-083**  
Census Tract / Block : **4089.00 / 1** Subdivision : **Buenaventura Map 02**  
Legal Lot : **10** School District : **Oakland**  
Legal Block : **E** Munic/Township : **Oakland Incorp**

## Last Market Sale Information

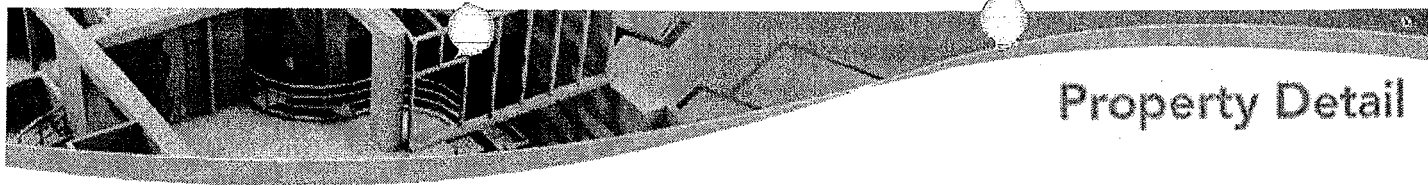
Recording/Sale Date : **03/29/2012 / 03/07/2012** Document # : **107555**  
Sale Price : **\$199,500** Deed Type : **Grant Deed**  
Sale Type : **Full**  
Seller Name : **Deutsche Bk Series 2003-2**

## Property Characteristics

Gross Area : **655** Bath(F/H) : **1** Construction : **Wood**  
Living Area : **655** Year Built / Eff : **1976 / 1976** Style : **Unknown**  
Total Rooms : **4** # of Stories : **1** Quality : **Average**  
Bedrooms : **2**

## Property Information

Land Use : **Condominium** County Use : **Condominiums - Single Resident** State Use : **( D60z )**



# Property Detail

Subject Property : **1356 81st Ave # B Oakland CA 94621**

## Owner Information

Owner Name : **Fong Grant W / Fong May L**  
Mailing Address : **358 Cerro Ct, Daly City CA 94015-4087**  
Vesting Codes : **Husband/wife / Ea / Tenants In Common**

## Location Information

County : **Alameda, Ca** APN : **042-4247-084**  
Census Tract / Block : **4089.00 / 1** Subdivision : **Buenaventura Map 02**  
Legal Lot : **10** School District : **Oakland**  
Legal Block : **E** Munic/Township : **Oakland Incorp**

## Last Market Sale Information

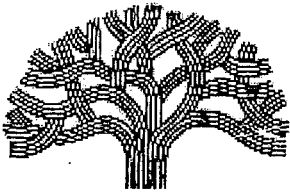
Recording/Sale Date : **03/29/2012 / 03/07/2012** Document # : **107555**  
Sale Price : **\$199,500** Deed Type : **Grant Deed**  
Sale Type : **Full**  
Seller Name : **Deutsche Bk Series 2003-2**

## Property Characteristics

Gross Area : **655** Bath(F/H) : **1** Construction : **Wood**  
Living Area : **655** Year Built / Eff : **1976 / 1976** Style : **Unknown**  
Total Rooms : **4** # of Stories : **1** Quality : **Average**  
Bedrooms : **2**

## Property Information

Land Use : **Condominium** County Use : **Condominiums - Single Resident** State Use : **( D60z )**



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only FD  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2016 NOV 23 PM 1:58

CASE NUMBER L16-0083

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name Alondra Yuliana Apodaca Salazar	Complete Address (with Zip Code) 1354 81st Av #B Oakland Ca 94621	Telephone (510) 564 5557
Your Representative's Name Andrew Wolff, Esq. Law Offices of Andrew Wolff 1950 Webster St., Ste 275 Oakland, CA 94612	Complete Address (with Zip Code) Law Offices of Andrew Wolff 1950 Webster St., Ste 275 Oakland, CA 94612	Telephone (510) 834-3300

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent? Yes  No  Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>

<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

**The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.**

petitioner believes this is an apartment complex.  
petitioner moved into unit 10-1-2007.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
10/31/15	1/1/16	\$ 955.00	\$ 1,120.00	<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

**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.

*[Signature]*  
 Tenant's Signature

1/18/16  
 Date

\_\_\_\_\_  
 Tenant's Signature

\_\_\_\_\_  
 Date

**Important Information**

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

**You cannot get an extension of time to file your Response by telephone.**

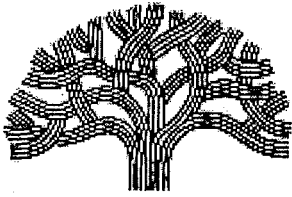
**File Review**

You should have received with this letter a copy of the landlord petition.

For an appointment to review a file call (510) 238-3721.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.





**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
**RECEIVED**  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2016 DEC 28 PM 2: 2J

CASE NUMBER L16-0083

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name <b>RICARDO DOMINGUEZ</b>	Complete Address (with Zip Code) <b>1354 81<sup>ST</sup> UNIT A OAKLAND CA 94621</b>	Telephone <b>(510) 827-6372</b>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house  an apartment  a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent? Yes  No  Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

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<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

**The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.**

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Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
	01/2015	\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	01/2016	\$	\$	<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

**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.

ANA JERONIMO  
 Tenant's Signature

12/07/2016  
 Date

\_\_\_\_\_  
 Tenant's Signature

\_\_\_\_\_  
 Date

**Important Information**

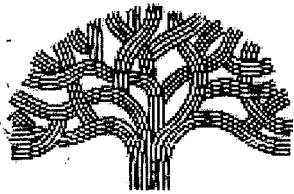
This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

**File Review**

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**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2017 JAN -6 PH 2:58

CASE NUMBER L16-0083

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name <b>Maria Pelayo</b>	Complete Address (with Zip Code) <b>1354 81<sup>ST</sup> AVE Apt E Oakland, CA 94621</b>	Telephone <b>510-485-2496</b>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:  The unit I rent is:  
a house  an apartment  a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:  Date you moved into this unit:

Are you current on your rent? Yes  No  Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

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<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

**The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.**

*I believe the new rent increase is excessive. When we went to court back in 2012 it was agreed that a \$15.00 yearly increase was fair. This is what I believe is a fair increase even when the landlord made an increase of \$20.00 the first year. Currently I am paying \$965 and the landlord is increasing the rent to \$1,150.00.*

000063

*0. 21. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.*

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/30/2016	01/01/2017	\$ 965	\$ 1,150	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/30/2015	01/01/2016	\$ 950	\$ 965	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/30/2014	01/01/2015	\$ 935	\$ 950	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/30/2013	01/01/2014	\$ 920	\$ 935	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/30/2012	01/01/2013	\$ 850	\$ 920	<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

**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.

Maria Selayo  
 Tenant's Signature

12-12-2016  
 Date

\_\_\_\_\_  
 Tenant's Signature

\_\_\_\_\_  
 Date

**Important Information**

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

You cannot get an extension of time to file your Response by telephone.

**File Review**

You should have received with this letter a copy of the landlord petition.  
 For an appointment to review a file call (510) 238-3721.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.

PETITIONER OR ATTORNEY (Name, State Bar number, and address): <b>Maria del Rosario</b> <b>1354 81st Avenue Apt#E</b> <b>Oakland, CA 94621</b>  TELEPHONE NO. _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): <b>In-Pro-Per</b>	FOR COURT USE ONLY  <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> ALAMEDA COUNTY  JUL 17 2015  CLERK OF THE SUPERIOR COURT By <u>C. Morrow</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>ALAMEDA</b> STREET ADDRESS <b>1225 Fallon Street</b> MAILING ADDRESS: <b>same</b> CITY AND ZIP CODE: <b>Oakland, CA</b> BRANCH NAME: <b>RCD</b>	
PETITION OF (Name of each petitioner): <b>Maria del Rosario</b>  <div style="text-align: right;">FOR CHANGE OF NAME</div>	CASE NUMBER: <b>RG15753600</b>
<b>DECREE CHANGING NAME</b>	

1. The petition was duly considered:
- a.  at the hearing on (date): ~~7/14/2015~~ **7/17/2015** in Courtroom: **D24** of the above-entitled court.
  - b.  without hearing.

**THE COURT FINDS**

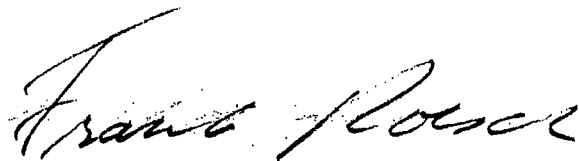
- 2. a. All notices required by law have been given.
- b. Each person whose name is to be changed identified in item 3 below
  - (1)  is not  is under the jurisdiction of the Department of Corrections, and
  - (2)  is not  is required to register as a sex offender under section 290 of the Penal Code.
 These determinations were made  by using CLETS/CJIS  based on information provided to the clerk of the court by a local law enforcement agency.
- c.  No objections to the proposed change of name were made.
- d.  Objections to the proposed change of name were made by (name): \_\_\_\_\_
- e. it appears to the satisfaction of the court that all the allegations in the petition are true and sufficient and that the petition should be granted.
- f.  Other findings (if any): \_\_\_\_\_

**THE COURT ORDERS**

3. The name of
- | <u>Present name</u>         |               | <u>New name</u>                            |
|-----------------------------|---------------|--|
| a. <u>Maria del Rosario</u> | is changed to | <u>Maria del Rosario Pelayo-Alencastro</u> |
| b. _____                    | is changed to | _____                                      |
| c. _____                    | is changed to | _____                                      |
| d. _____                    | is changed to | _____                                      |
| e. _____                    | is changed to | _____                                      |

Additional name changes are listed on Attachment 3.

Date: **7/17/2015**

  
 \_\_\_\_\_  
 JUDGE OF THE SUPERIOR COURT  
 SIGNATURE OF JUDGE FOLLOWS LAST ATTACHMENT

TORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Roxanne Hoegger Alejandre SBN 222160  
Bay Area Legal Aid  
405 14th Street, 11th Floor  
Oakland, Ca 94612

FOR COURT USE ONLY

TELEPHONE NO.: (510) 663-4744

FAX NO. (Optional): (510) 663-4740

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Maria Arechiga

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS: same as above

CITY AND ZIP CODE: Oakland, CA 94612

BRANCH NAME: Rene C. Davidson Courthouse

ENDORSED  
FILED  
ALAMEDA COUNTY

OCT 13 2005

CLERK OF THE SUPERIOR COURT  
By Leo F. Tungohan, Deputy

MARRIAGE OF

PETITIONER: Maria Arechiga

RESPONDENT: Cristobal Arechiga

JUDGMENT

DISSOLUTION       LEGAL SEPARATION       NULLITY

Status only

Reserving jurisdiction over termination of marital or domestic partnership status

Judgment on reserved issues

Date marital or domestic partnership status ends:

10/12/05  
FORTHWITH

CASE NUMBER:

847222-3

1.  This judgment  contains personal conduct restraining orders  modifies existing restraining orders.  
The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_

2. This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336  
 Contested

a. Date: \_\_\_\_\_ Dept.: \_\_\_\_\_ Room: \_\_\_\_\_  
b. Judicial officer (name): \_\_\_\_\_  Temporary judge  
c.  Petitioner present in court  Attorney present in court (name): \_\_\_\_\_  
d.  Respondent present in court  Attorney present in court (name): \_\_\_\_\_  
e.  Claimant present in court (name): \_\_\_\_\_  Attorney present in court (name): \_\_\_\_\_  
f.  Other (specify name): \_\_\_\_\_

3. The court acquired jurisdiction of the respondent on (date): 3/19/2002

a.  The respondent was served with process.  
b.  The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a.  Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons

(1)  on (specify date): FORTHWITH 10/12/05  
(2)  on a date to be determined on noticed motion of either party or on stipulation.

b.  Judgment of legal separation is entered.

c.  Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): \_\_\_\_\_

d.  This judgment will be entered nunc pro tunc as of (date): \_\_\_\_\_

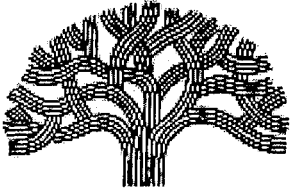
e.  Judgment on reserved issues.

f. The  petitioner's  respondent's former name is restored to (specify): Maria del Rosario

g.  Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.

h.  This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

000066



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

RECEIVED  
for Date, Stamp, Only  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2017 JAN 10 PM 2:33

CASE NUMBER L16-0083

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Rosa Gaona</i>	Complete Address (with Zip Code) <i>1354 81st Ave. #D Oakland CA 94621</i>	Telephone <i>(510) 830-9804</i>
Your Representative's Name <i>Maria Zarate</i>	Complete Address (with Zip Code) <i>627 Dowling Blvd apt. 1 San Leandro CA 94577</i>	Telephone <i>(510) 760-2574</i>

Number of Units on the parcel:

The unit I rent is:

a house  an apartment  a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent? Yes  No  Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>

<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

**The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.**

*When May Fong purchased the property she raised my rent and has continued to raise it every year! we were fine with first increase but then it doubled the second time and now this last increase was more than double and almost positive that its not legal!*

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
11/1/14	60 days	\$ 900. <sup>00</sup>	\$ 930. <sup>00</sup>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10/31/15	60 days	\$ 930. <sup>00</sup>	\$ 1,000. <sup>00</sup>	Yes <input checked="" type="checkbox"/> No
11/30/16	60 days	\$ 1,000. <sup>00</sup>	\$ 1,200. <sup>00</sup>	Yes <input checked="" type="checkbox"/> No
12/19/16	60 days	\$ 1,200. <sup>00</sup>	\$ 1,210. <sup>00</sup>	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

**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.

Rosa Gaona  
 Tenant's Signature

1-10-17  
 Date

[Signature]  
 Tenant's Signature

1-10-17  
 Date

**Important Information**

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

For an appointment to review a file call (510) 238-3721.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.



# SIXTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2017 JAN 10 PM 3:34

TO: Rosa Gaona, Ana Rosas, Ignacio Gaona  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*

of the premises located at:

1354 81st Ave, Unit # (if applicable) D  
*(Street Address)*  
Oakland, CA 94621  
*(City) (Zip)*

You are hereby notified, in accordance with Civil Code Section 827, that 60 days after service upon you of this Notice, or 1/1/16, whichever is later, your monthly rent which is payable in advance on or before the 1ST day of each month, will be the sum of \$ 1,000, instead of \$ 930, the current monthly rent.

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

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

Date 10/30/15

Owner/Agent May Lee Fong

## Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 31st day of October (month), 2015 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: Daly City Date of Mailing: 10/31/15

- BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_
- BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof; AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s); AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 31st day of October (month), 2015 (year), in Daly City (city), Ca (state).

Name of Declarant (Print) May Fong

(Signature of Declarant)



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www.caanet.org  
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Page 1 of 1

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Case number L16-0083

**CAPITAL IMPROVEMENTS**

Effective Date of Increase 1-Jan-16  
 Number of Residential Units on Property 6

Improvements and repairs benefitting all units			NUMBER OF UNITS BENEFITTED	MONTHLY COST PER UNIT	VALIDITY CHECKS
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED			
REPLACED FRONT GATES	30-Sep-14	\$2,220.00	6	\$6.17	OK
Subtotal				\$6.17	OK
Place X in box if property is mixed use.					
Residential square footage <input type="text"/> Other use square footage <input type="text"/> Percent residential use <input type="text"/>					
INCREASE ALLOCATED TO RESIDENTIAL USE				\$6.17	

Improvements and repairs benefitting particular units						
IMPROVEMENT OR REPAIR	DATE COMPLETED	COST ALLOWED	NUMBER OF UNITS BENEFITTED	MONTHLY COST PER UNIT	ALLOCATED TO UNITS	VALIDITY CHECKS
REPLACE FLOORING	13-Jun-12	\$2,000.00	1	\$33.33		Increase not timely (more than 2 years from completion)
REPLACE STOVE	3-Sep-13	\$900.00	1	\$15.00		Increase not timely (more than 2 years from completion)

OK

# SIXTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Rosa Gaona, Ana Rosas, Ignacio Gaona  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*

of the premises located at:  
AKA 1354B 81st Ave.  
1354 81st Ave, Unit # (if applicable) D  
*(Street Address)*  
Oakland, CA 94621  
*(City) (Zip)*

You are hereby notified, in accordance with Civil Code Section 827, that 60 days after service upon you of this Notice, or 2/1/17, whichever is later, your monthly rent which is payable in advance on or before the 1st day *(Date)* of each month, will be the sum of \$ 1,200, instead of \$ 1,000, the current monthly rent.

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

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

11/30/16  
Date Owner/Agent May Fong

## Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of November (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

**BY MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: Daly City Date of Mailing: 11/30/16

- BY DELIVERING** a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof; AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s); AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 30th day of November (month), 2016 (year), in Daly City (city), Ca (state).

May Fong  
Name of Declarant (Print)

(Signature of Declarant)



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AMENDED 12/19/16  
**SIXTY-DAY NOTICE OF CHANGE OF MONTHLY RENT**

TO: Rosa Gaona, Ana Rosas, Ignacio Gaona, et al  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*

of the premises located at: AKA 1356A 81st Avenue, Oakland, Ca 94621  
1354 81st Ave, Unit # (if applicable) D  
*(Street Address)*  
Oakland, CA 94621  
*(City) (Zip)*

You are hereby notified, in accordance with Civil Code Section 827, that 60 days after service upon you of this Notice, or 3/1/16, whichever is later, your monthly rent which is payable in advance on or before the 1st day (Date) of each month, will be the sum of \$ 1,210, instead of \$ 1,000, the current monthly rent.

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

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

Date 12/19/16 Owner/Agent May Fong

**Proof of Service**

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 19th day of 19th (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

**BY MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: Daly City Date of Mailing: 12/19/16

- BY DELIVERING** a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof; AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s); AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 19th day of December (month), 2016 (year), in Daly City (city), Ca (state).

Name of Declarant (Print) May Fong

(Signature of Declarant)



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Page 1 of 1

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T17-0015 MS / BR

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM  For date stamp. 2017 JAN 10 PM 3:34
--	--

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 <i>Rosa Gaona</i>	Rental Address (with zip code) <i>1354 81st Ave # D Oakland CA 94621</i>	Telephone <i>(510) 830-9804</i>
Your Representative's Name <i>Maria Zarate</i>	Mailing Address (with zip code) <i>627 Dowling Blvd # 1 San Leandro CA 94577</i>	Telephone <i>(510) 760-2574</i>
Property Owner(s) name(s) <i>May Fong</i>	Mailing Address (with zip code) <i>358 Cerro Court Daly City CA 94015</i>	Telephone <i>(415) 812-9908</i>

Number of units on the property: 6

Type of unit you rent (circle one)	House	Condominium	<u>Apartment</u> , Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	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 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 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)

Please Include and combine in case number L16-0083

000073

Case Number L16-0083

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

Date you moved into the Unit: 10-15-2007 Initial Rent: \$ 850.00 /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: 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. 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>03/20/12</u>	<u>Less than 30 days</u>	<u>\$ 850.00</u>	<u>\$ 900.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>11/1/14</u>	<u>60 days</u>	<u>\$ 900.00</u>	<u>\$ 930.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>10/31/15</u>	<u>60 days</u>	<u>\$ 930.00</u>	<u>\$ 1,000.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>11/30/16</u>	<u>60 days</u>	<u>\$ 1,000.00</u>	<u>\$ 1,200.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>12/19/16</u>	<u>60 days</u>	<u>\$ 1,200.00</u>	<u>\$ 1,210.00</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

\* 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: 0

**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? attached in Evidence  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, 2<sup>nd</sup> 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.

ROSA  
Tenant's Signature

PAOLA

1-10-2017

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): Housing Center

**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**  
**JAN 19 2017**  
RENT ADJUSTMENT PROGRAM  
CITY OF OAKLAND

**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 17- 0015MS/SR**

**OWNER RESPONSE**

**Please print legibly.**

Your Name May Lee Fong Michael B Lee	Complete Address (with zip code) 358 Cerro Court Daly City, Ca 94015	Phone: 415-812-9908 Email: mayfong@pacbell.net
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) Rosa Gaona	Complete Address (with zip code) 1354-81st Aven #D Oakland, Ca 94121 aka 1356A-81st Ave Oakland, Ca 94121	

Have you paid for your Oakland Business License? Yes  No  Number 28032416  
**(Provide proof of payment.)**

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

There are 6 residential units in the subject building. I acquired the building on 3 / 29 / 12.

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

**I. RENTAL HISTORY**

The tenant moved into the rental unit on 10/15/07.

The tenant's initial rent including all services provided was \$ 850 / 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? 11/1/14

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?  <input type="checkbox"/> Yes <input type="checkbox"/> No
		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

**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, 6<sup>th</sup> 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.*

  
\_\_\_\_\_  
Owner's Signature

1/17/17  
\_\_\_\_\_  
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

**CASE NUMBER T 17 0015MS/SR IV. EXEMPTION**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)? NO
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)? NO
3. Was the prior tenant evicted for cause? NO
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?  
NO
5. Is the unit a single family dwelling or condominium that can be sold separately? YES
6. Did the petitioning tenant have roommates when he/she moved in? NO
7. If the unit is a condominium, did you purchase it? If so:
  - 1) from whom? ? YES FROM AMERIQUEST MORTGAGE SECURITIES INC
  - 2) Did you purchase the entire building? YES

000080

CASE NUMBER 17 0015MS/SR

IV. EXEMPTION

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?  
NO
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)? NO
3. Was the prior tenant evicted for cause? NO
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?  
NO
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6. Did the petitioning tenant have roommates when he/she moved in? NO
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  - 1) from whom? ? YES FROM AMERIQUEST MORTGAGE SECURITIES INC
  - 2) Did you purchase the entire building? YES

REQUEST TO MERGE CASE # L16-0083 & T -17 0015MS/SR

We are requesting to merge the above referenced cases together and hold the hearing scheduled February 23, 2017 at 10am.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2017 JAN 26 PM 3:42

000081

### 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:**

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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.*

  
\_\_\_\_\_  
Owner's Signature

1/27/17  
\_\_\_\_\_  
Date

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**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

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBER:** L16-0083, Fong v. Tenants  
T17-0015, Gaona v. Fong

**PROPERTY ADDRESS:** 1356 81<sup>st</sup> Ave., No. A,B  
1354 81<sup>st</sup> Ave., No. A(aka D), B  
Oakland, CA

**DATE OF HEARING:** February 23, 2017

**DATE OF DECISION:** April 14, 2017

<b>APPEARANCES:</b>	Maria Pelayo	Tenant
	Rosa Gaona	Tenant
	Alondra Juliana	Tenant
	Gary Cloutier, Esq.	Tenant Representative for Tenant Apodaca Salazar
	Ana Jeronimo	Tenant
	Marica Zarate	Tenant
	Virginia Dominguez	Tenant
	Mabel Nielsen	Interpreter
	May Fong	Owner
	Michael Lee	Owner

**SUMMARY OF DECISION**

The owner petition is denied. Tenant Gaona's petition is granted in part.

**INTRODUCTION**

On October 31, 2016, May Fong and Michael Lee, the owners, filed a Landlord Petition for Certificate of Exemption regarding the above referenced property, on the grounds that the units are condominiums.



Tenants Alondra Yuliana filed a timely tenant response on November 23, 2016, to the Landlord Petition. The following tenants filed untimely tenant responses to the Landlord Petition:

<u>Tenant</u>	<u>Date Filed</u>
• Maria Pelayo	January 6, 2017
• Ricardo Dominguez	December 28, 2016
• Rosa Gaona	January 10, 2017

Tenant Gaona also filed a petition on January 10, 2017, which contests the following rent increases in 2012, 2014, 2015, November 30, 2016, and December 19, 2016:

- 3/2012 \$850.00 to \$900.00
- 11/1/14 \$900.00 TO \$930.00
- 10/31/15 \$930.00 to \$1,000.00
- 11/30/16 \$1,000.00 to \$1,200.00
- 12/19/16 \$1,200.00 to \$1,210.00

Tenant Gaona challenged the rent increases on the following grounds:

- The increase exceeds the CPI adjustment and is justified or is greater than 10%;
- No concurrent RAP notice was given with the notice of the rent increase;
- She did not receive the RAP notice 6 months prior to the challenged rent increases.

The two petitions were consolidated for Hearing on February 15, 2017, which was held on February 23, 2017.

### THE ISSUES

1. Are the units exempt from the Rent Ordinance?
2. Has tenant Gaona received the form notice of the existence of the Rent Adjustment Program?
3. Are the rent increases valid regarding tenant Gaona?

### EVIDENCE

#### Exemption

The owners testified that the subject units are condominiums and are exempt from the Rent Adjustment Program. They purchased the entire building, which consists of four units, from Deutsche Bank National Trust Company, Trustee for Amerquest Mortgage Securities Inc., asset-Backed Pass-Through Certificates, Series 2003-2. They provided a copy of the Grant Deed was dated March 29, 2012.<sup>1</sup>

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<sup>1</sup> Ex. Nos. 1-2

The owner provided documentation that each unit has a separate assessor parcel number as follows;

<u>Unit No.</u>	<u>Assessor's Parcel No.</u>
1354A-81 <sup>st</sup> Avenue	042-4247-081-00
1354B 81 <sup>st</sup> Avenue	042-4247-082-00
<u>Unit No.</u>	<u>Assessor's Parcel No.</u>
1356 A 81 <sup>st</sup> Avenue	042-4247-083-00
1356B 81 <sup>st</sup> Avenue	042-4247-084-00 <sup>2</sup>

T17-0015, Gaona v. Fong

Rent History and Notice of Rent Adjustment Program

The owners' petition states that tenant Gaona received the Notice of the existence of the Rent Adjustment Program (RAP) on November 1, 2014. Tenant Gaona testified that moved into her unit in 2007 at an initial monthly rent of \$850.00. She first received the Notice of the Rent Adjustment Program in 2014. She is currently paying \$1,000.00 monthly.

Code Violation

The tenant representative for Ms. Salazar provided a copy of a Notice of Violation from the Planning and Building Department, June 23, 2015, regarding the following:

- Smoke detectors missing or not working properly throughout the apartment. Provide a working smoke detector in each bedroom and at the outside of the immediate vicinity of each bedroom such as the hallway. Carbon monoxide detectors are required on the outside for immediate vicinity of bedrooms;
- Unapproved drain trap under the kitchen sink. Replace in an approved manner. Obtain required permits, inspections, and approvals;
- Unpermitted installation of stove exhaust vent in the kitchen. Base board heater detached from the wall in the living room. Exposed electrical wires in the crawlspace at the front of the house. Obtain required permits, inspections and approvals;
- Smoke stains in ceiling and top wall throughout the house. Remove stains and re-paint areas if needed.

This document was not submitted at least seven days prior to the Hearing. The tenant representative testified that he had just been advised of the Hearing one hour prior to the Hearing. The Hearing Officer found good cause for the delay in submission of the documents and received them into evidence.

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<sup>2</sup> Ex. Nos. 3-5

The owner representative testified that the owner received the Notice of Violation from the City and corrected the violations as of July 21, 2015. This testimony was undisputed.

### Decreased Housing Services

The tenant's petition, Checked the box Yes for the question "Are you being charged for services originally paid by the owner? Attached in evidence." She did not list any specific complaints for this item in her petition.

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

### Exemption

The Rent Ordinance exempts single family dwellings and condominiums which are separately alienable from any other dwelling or unit pursuant to the Costa-Hawkins Act, California Civil Code §1954.52, except under certain circumstances.

However, Costa-Hawkins **does not exempt dwelling units that have not been sold separately** by the subdivider to a bona fide purchaser for value.

Section 1954.52 of the California Civil Code, known as the Costa-Hawkins Bill, states that an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or unit except §1954.52(3)(B)(ii) which states that this paragraph does not apply to a condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value

The units were not sold separately. The owner purchased the entire building, which consists of four units. Therefore, the owner's units are not exempt from the Rent Ordinance.<sup>3</sup>

The Board has also held that an owner who purchased a four building from the subdivider was not entitled to an exemption from the Rent Ordinance because the units were not purchased by individual purchasers.<sup>4</sup>

### RAP Notice-Tenant Gaona

**Notice and Filing Requirements:** The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>5</sup> and together with any notice of rent increase.<sup>6</sup>

Tenant Gaona received the notice of the Rent Adjustment Program in 2014.

<sup>3</sup> California Civil Code, Section 1954.3(A)

<sup>4</sup> T15-0229, 0230,0336,0337, Tenants v. Golden State Ventures

<sup>5</sup> O.M.C. Section 8.22.060(A)

<sup>6</sup> O.M.C. Section 8.22.070(H)(1)(A)

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.<sup>2</sup> The rent increases for 2012, 2014, and 2015 are not timely filed and are dismissed. The challenges were not filed within the 90 day time period.

The challenge to the rent increase effective November 30, 2016, is valid. The owners' claim for exemption from the Rent Ordinance is denied and they have not provided any justification for the two hundred dollar rent increase. The challenge to the rent increase effective December 19, 2016, from \$1,200.00 to \$1,210.00 is a second rent increase within a twelve month period and is invalid. The tenant's monthly rent remains \$1,000.00.

#### Code Violation

The tenants provided documentation in support of a building code violation. However, the violations were corrected in July 2015 and the owner may increase the tenant's rent in accordance with the Rent Ordinance and Section 827 of the California Civil Code.

#### Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.<sup>7</sup> However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

The tenant did not list any complaints in her petition regarding decreased housing services. Therefore, the owners were unaware of any such complaints and had no opportunity to respond. Therefore, this claim is denied.

### ORDER

1. The subject units are not exempt from the Rent Ordinance.
2. Tenant Gaona's petition is granted in part. The challenge to the rent increases in 2012, 2014, and 2015, are untimely and are dismissed.
3. The rent increase from \$1,000.00 to \$1,200.00 effectively November 13, 2016, and the rent increase from \$1,200.00 to \$1,210.00, are invalid.
4. Tenant Gaona's monthly base rent is \$1,000.00.

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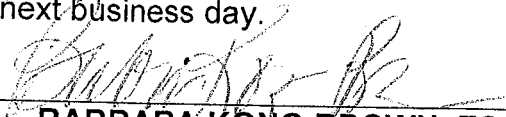
<sup>7</sup> O.M.C. Section 8.22.060(C)

5. The claim for decreased housing services is denied.

6. The owners are otherwise entitled to increase the tenants' rents upon proper notice in accordance with the Rent Ordinance and Section 827 of the California Civil Code.

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

Dated: April 14, 2017

  
\_\_\_\_\_  
**BARBARA KONG-BROWN, ESQ.**  
Senior Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number L16-0083**

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:**

**Tenants**

Alejandro Arechiga  
1356 81st Ave #B  
Oakland, CA 94621

Ana Rosas  
1354 81st Ave #B  
Oakland, CA 94621

Leo Pena  
1356 81st Ave #B  
Oakland, CA 94621

Lorena Arechiga  
1356 81st Ave #B  
Oakland, CA 94621

Maria Arechiga  
1356 81st Ave #B  
Oakland, CA 94621

Rafael Arechiga  
1356 81st Ave #B  
Oakland, CA 94621

Ricardo Dominguez & Ana Jeronimo  
1354 81st Ave #A  
Oakland, CA 94621

Rosa Gaona & Ignacio Gaona  
1354 81st Ave #B  
Oakland, CA 94621

**Owner**

May Lee Fong & Michael B. Lee  
358 Cerro Ct  
Daly City, CA 94015

000090

Yuliana & Salazar Apodaca  
1356 81st Ave #A  
Oakland, CA 94621

**Tenant Representative**

Andrew Wolff, Esq.  
1956 Webster St. Ste.275  
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 18, 2017 in Oakland, CA.

  
Maxine Visaya

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RECEIVED

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		MAY 03 2017 OAKLAND RENT ADJUSTMENT PROGRAM APPEAL OAKLAND MAY 03 2017	
<b>Appellant's Name</b> May Lee Fong & Michael B. Lee		Landlord <input type="checkbox"/> Tenant <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 1354 81st Avenue, Nos. A & B; 1356 81st Avenue, Nos. A & B			
<b>Appellant's Mailing Address (For receipt of notices)</b> 358 Cerro Court, Daly City, CA 94015		<b>Case Number</b> L16-0083; T17-0015	
		<b>Date of Decision appealed</b> April 14, 2017	
<b>Name of Representative (if any)</b> Paul J. Katz		<b>Representative's Mailing Address (For notices)</b> Law Office of Paul J. Katz 60 29th Street, #557, San Francisco, CA 94110	

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.  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 . 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 May 3, 2002017 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	See attached proof of service.
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

	
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b> May 3, 2017

**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.

**Rent Board Appeal Legal Discussion**  
**Case Nos. L16-0083 & T17-0015**

The hearing officer incorrectly ruled that the Costa–Hawkins Act does not exempt the four condominiums at issue from the Rent Ordinance because they were not “sold separately by the subdivider to a bona fide purchaser for value.” (Hearing Officer Decision (“Decision”), at p. 4.) The hearing officer reasoned that the owners “purchased the entire building, which consists of four units.” (*Ibid.*) The hearing officer added that this Rent Board, in *Tenants v. Golden State Ventures*, Case Nos. T15-0229, 0230, 0336, 0337, “held that an owner who purchased a four [unit] building from the subdivider was not entitled to an exemption from the Rent Ordinance because the units were not purchased by individual purchasers.” (*Id.* at p. 4 & fn. 4.)

Yet that analysis omits that Alameda Superior Court has *reversed* the Rent Board’s decision in *Golden State Ventures* because of the Rent Board’s mistaken interpretation of the phrase “sold separately.” That superior court decision dictates a reversal of the hearing officer’s decision here.<sup>1</sup>

**Synopsis of Relevant Facts**

In March 2012, a group of four owners purchased four condominiums, which are located within a single building.<sup>2</sup> (Decision,

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<sup>1</sup> The superior court’s order in *Golden State Ventures* is appended to this appeal as Exhibit A. As the order states, the interpretation of the phrase “sold separately” is a legal issue that is reviewed independently. (Ex. A, at p. 9.) Thus the order does not constitute new evidence in this case, but rather provides legal guidance for the statutory interpretation issue before this Rent Board.

<sup>2</sup> The four owners are Grant and May Fong (as husband and wife) and Michael and Sandra Lee (as husband and wife), each of the two couples owning an undivided 50% interest as tenants in common. The grant

at pp. 2–3.) Although the owners acquired the four units via a single grant deed, each of the units maintained its separate title—as evidenced by four separate parcel numbers. (*Ibid.*) (Evidence of these four parcel numbers (“APNs”), which was provided to the hearing officer, is appended to this appeal as Exhibit C.)

On October 31, 2016, the owners filed a Landlord Petition for Certificate of Exemption since the units are condominiums and thus exempt under the Costa-Hawkins Act. (Decision, at p. 1.) A tenant (Rosa Goana) filed a petition on January 10, 2017, and the hearing officer consolidated the two petitions. (*Id.* at p. 2.) The hearing officer denied the owners’ petition on April 14, 2017, however, since the “units were not sold separately” as required by Costa-Hawkins. (*Id.* at p. 4.) Rather, the “owner[s] purchased the entire building, which consists of four units.” (*Ibid.*)

**I. Alameda Superior Court has rejected the hearing officer’s reasoning that the Rent Ordinance applies when an owner buys all the condominiums in a building.**

On March 23, 2017, Alameda Superior Court granted a writ of administrative mandate reversing this Rent Board’s ruling in *Golden State Ventures*. (Ex. A, at p. 11.) The hearing officer in that case had used the same logic as the hearing officer here—that condominiums were not “sold separately” within the meaning of Costa-Hawkins because an owner had bought all the condominiums in a building. (*Id.* at p. 9.) And this Rent Board affirmed the hearing officer in *Golden State Ventures*. (*Ibid.*) But the superior court in *Golden State Ventures* then ruled that the phrase “sold separately” maintains rent control only

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deed, which was provided to the hearing officer, is appended to this appeal as Exhibit B.

for condominiums still owned by the *original subdividers*, not subsequent bona fide purchasers such as the owners here. (*Id.* at p. 10.)

The superior court first presented the relevant language from Costa-Hawkins:

Civil Code 1954.52(a)(3)(A) states that single family homes, condominiums, and other units that can be sold or transferred separately are completely exempt from rent control.

Civil Code 1954.52(a)(3)(B)(ii) is an exception to that general rule, stating that the general rule “does not apply to either of the following: ... (ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value.”

(Ex. A, at p. 10.)

The court then concluded that “[t]he plain meaning of the sentence containing the phrase ‘sold separately’ is that a subdivider cannot convert a building to condominiums and thereby obtain the exemption from rent control. The exemption applies only to persons who own the units after they are sold by the subdivider.” (Ex. A, at p. 10.) “Nothing in the statute or the legislative intent suggests that the condominiums in a building are not sold separately if they are sold at the same time to the same buyer.” (*Ibid.*) Rather, the sentence containing the phrase “sold separately” “was designed to prevent the subdivider from avoiding rent control—not bona fide purchasers from the subdivider.” (*Ibid.*)

That ruling indicates that the Rent Board should reverse the hearing officer in this case. There is no question that the four units at issue here are all condominiums with four separate parcel numbers. (Decision, at p. 3.) And the owners here are indisputably bona fide purchasers—not original subdividers. Hence, applying the superior court’s Order in *Golden State Ventures*, the owners fit within the “sold

separately” limitation to the condominium exemption. The hearing officer’s contrary conclusion here is incorrect.<sup>3</sup>

**II. The plain meaning of “sold separately” within Costa–Hawkins means only that title to the unit remained separate through the sales process.**

The phrase “sold separately” within Costa–Hawkins has nothing to do with whether a purchaser bought one, multiple, or all the condominiums in a single building. Rather, for Costa–Hawkins to apply, the phrase requires that the subdivider sold the condominium without merging the condominium’s title with another dwelling unit. Because the owners here bought the four condominiums here unmerged, Costa–Hawkins applies.

As a general matter, the Costa–Hawkins Act prevents localities from regulating the amount of rent a condominium owner may charge. (Civ. Code, § 1954.52, subd. (a)(3)(A); *Burien, LLC v. Wiley* (2014) 230 Cal.App.4th 1039, 1045 (*Burien*).)<sup>4</sup> This “‘exemption’ ” from local rent control “‘was originally created to spur construction of condominiums, seen as an affordable housing alternative, and in recognition that condominiums were built with the same purpose as apartment units.’ ” (*City of West Hollywood v. 1112 Investment Co.* (2003) 105 Cal.App.4th 1134, 1143 (*West Hollywood*), quoting Sen. Comm. on the Judiciary, Analysis of S.B. 985 (2001–2002 Reg. Sess), at p. 2.) But in 2001, the Legislature limited this exemption to condominiums that have “‘been sold separately by the subdivider to a bona fide purchaser for value.’ ” (*Id.* at p. 1142, quoting § 1954.52, subd. (a)(3)(B)(ii).)

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<sup>3</sup> Accordingly, the hearing officer’s decision is inconsistent with OMC § 822.030(A)(7) that exempts “[d]welling units exempt pursuant to Costa–Hawkins (California Civil Code § 1954.52).”

<sup>4</sup> Subsequent, undesignated statutory references are to the Civil Code.

The term “sold separately” in the statutory limitation means that an exempt condominium’s title cannot have been merged with another dwelling unit’s title through the sales process. In contrast to an apartment owner, a condominium owner has separate title to that unit. (Compare § 4105 [defining a “[c]ommunity apartment project”], with § 4125, subd. (b) [defining a “condominium”].) That means a condominium owner can sell the unit without affecting the title of another unit. (*Burien, supra*, 230 Cal.App.4th at p. 1045.) Alternatively, though, an owner of adjacent condominiums can merge the units’ titles and sell the merged property. (§ 1093; see also *Van’t Rood v. County of Santa Clara* (2003) 113 Cal.App.4th 549, 569 [“Of course, a landowner may seek to voluntarily merge its parcels”], citing *Morehart v. County of Santa Barbara* (1994) 7 Cal.4th 725, 751.) If that latter scenario were to occur, the merged condominiums would not have been “sold separately” because the sale of one of those units entailed the sale of the other unit.

The language of the section 1954.52(a)(3)(A) supports this interpretation. It exempts from rent control a unit that “is alienable separate from the title to any other dwelling unit ... .” Since the word “separate” in that provision refers to the fact that a condominium can be individually sold, the word “separately” in section 1954.52(a)(3)(B)(ii) also refers to separate title. (*Soto v. BorgWarner Morse TEC Inc.* (2015) 239 Cal.App.4th 165, 189 [noting that a word and its derivatives should be accorded the same meaning throughout a law].)

The owners here can sell each of the four condominiums individually. Through the sales process here, each of the four

condominiums retained its own parcel number. (Decision, at p. 3.) It makes no difference that the owners acquired the four units via a single grant deed since “the consolidation of separate and distinct legal descriptions of real property contained in one or more deeds ... into a subsequent single deed ... does not operate in any manner to alter or affect the separate and distinct nature of the real property so described ... .” (§ 1093; see also Miller and Starr, 3 Cal. Real Est. § 8.76 (4th ed.) [“Multiple parcel descriptions do not merge when included in a single deed”].) Thus each condominium was “sold separately” within the meaning of Costa-Hawkins and exempt from the Rent Ordinance.

**III. The relevant legislative history confirms that a single purchaser of multiple condominiums in a building is entitled to charge market-rate rent for those units.**

The Legislature enacted the “sold separately” limitation to prevent subdividers—not subsequent purchasers—from charging market-rate rent. Before the enacted limitation, subdividers were taking “advantage of [Costa–Hawkins] by obtaining a permit to convert to condominiums, but never completing the process. In the meanwhile, the property owners continue[d] to rent the apartment units, free from local rent controls because of the Costa–Hawkins exemption.” (*West Hollywood, supra*, 105 Cal.App.4th at p. 1143, quoting Sen. Comm. on the Judiciary, Analysis of S.B. 985 (2001–2002 Reg. Sess.), as amended Apr. 2, 2001, at pp. 4–5.) The bill’s sponsor wrote to the governor that the pending legislation closed this “‘loophole’” in Costa–Hawkins “‘that allows landlords to ... raise rents by falsely “preparing” to convert a rental unit to a condominium. Under [Senate Bill] 985, in cities that have rent control, *the landlord would be required to actually sell a unit*, rather than merely initiate the conversion paperwork, in

order to have rent controls removed.’” (*Id.* at p. 1144, italics added and alteration in original.)

By contrast, there is nothing in the bill’s legislative history indicating that the Legislature wanted to prevent a subsequent purchaser from buying multiple condominiums in a building and charging market-rate rent. (See Order, at p. 2.) That is because the Legislature did not intend to limit the reach of Costa–Hawkins as to condominiums that had been legitimately sold. (Cf. *Moradi-Shalal v. Fireman’s Fund Ins. Companies* (1988) 46 Cal.3d 287, 300 [finding that a legislative history’s silence regarding an implied private right of action was “a strong indication” that the action did not exist].)

The “sold separately” limitation bars subdividers—but not bona fide purchasers—from charging market-rate rent for condominiums. Since the condominiums here are owned by bona fide purchasers, Costa-Hawkins exempts them from the Rent Ordinance.

### **Conclusion**

The superior court’s ruling in *Golden State Ventures* shows that the hearing officer here erred. The phrase “sold separately” within Costa-Hawkins bars only subdividers from charging market-rate rent, not bona fide purchasers such as the owners. Thus the Rent Board should reverse the hearing officer’s decision and rule that the Rent Ordinance does not apply to the four condominiums.



**EXHIBIT A**

Lafayette & Kumagai LLP  
Attn: Katz, Paul J.  
100 Spear Street  
Suite 600  
San Francisco, CA 94105

City of Oakland, Housing, Residential  
Rent and Relocation Board

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**Superior Court of California, County of Alameda  
Hayward Hall of Justice**

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Golden State Ventures, LLC <p style="text-align: right;">Plaintiff/Petitioner(s)</p> <p style="text-align: center;">VS.</p> City of Oakland, Housing, Re <p style="text-align: right;">Defendant/Respondent(s) (Abbreviated Title)</p>	No. <u>RG16834166</u>  Order  Date: 03/21/2017 Time: 09:00 AM Dept: 511 Judge: Wynne Carvill
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The Petition for Writ of Mandate filed for Golden State Ventures, LLC was set for hearing on 03/21/2017 at 09:00 AM in Department 511 before the Honorable Wynne Carvill. The Tentative Ruling was published and was contested.

The matter was argued and submitted, and good cause appearing therefore,

**IT IS HEREBY ORDERED THAT:**

The Petition of Golden State Ventures ("GSV") for a writ of administrative mandate is GRANTED.

**FACTS**

Mr. Kolevzon ("Former Owner") owned a four unit building at 840 55th Street, and between 2010 and 2013 he subdivided the units into four condominiums. (AR 199, 203, 205.) On 2/13/15, Former Owner sold all four units to GSV. (AR 102.) GSV purchased all four units on the same day. GSV then asserted that the units were individual units and that under the Costa Hawkins Act the units were exempt from rent control because they qualify under the "sold separately" provisions of the Act. He therefore notified the tenants of rent increases. The tenants filed petitions with the Rent Board objecting to the increases, an ALJ issued a decision granting their petition (AR 7-14), and the Rent Board affirmed the ALJ (AR 1-2). The issue on this writ requires construction of the "sold separately" provision of the Act.

**THE "SOLD SEPARATELY" PROVISION**

The Costa-Hawkins Rental Housing Act (Civil Code 1954.50) permitted local rent controls to remain in effect but established what is known as vacancy decontrol. Civil Code 1954.52 states where the law applies as follows:

- (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:
- (1) ....
  - (2) ...
  - (3)(A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a

subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(i) ...

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. .... However, if ... all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.

Civil Code 1954.52(a)(3)(A) states that single family homes, condominiums, and other units that can be sold or transferred separately are completely exempt from rent control.

Civil Code 1954.52(a)(3)(B)(ii) is an exception to that general rule, stating that the general rule "does not apply to either of the following: ... (ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value."

This case presents the legal issue of whether condominiums in a single building that are sold in individual transactions, but at the same time and to the same person, are "sold separately" for purposes of Civil Code 1954.52(a)(3)(B)(ii). The court applies the usual tools of statutory construction. (Burien, LLC v. Wiley (2014) 230 Cal.App.4th 1039, 1043-1044.)

The plain meaning of the sentence containing the phrase "sold separately" is that a subdivider cannot convert a building to condominiums and thereby obtain the exemption from rent control. The exemption applies only to persons who own the units after they are sold by the subdivider.

This interpretation is consistent with the legislative intent in Civil Code 1954.52(a)(3)(B)(ii), which was to close a loophole in Costa-Hawkins that allowed landlords to raise rents by "preparing" to convert a rental unit to a condominium. The Bill that enacted Civil Code 1954.52(a)(3)(B)(ii) required that, in cities that have rent control, the landlord would be required to actually sell a unit, rather than merely initiate the conversion paperwork, in order to have rent controls removed. (Burien, LLC v. Wiley (2014) 230 Cal.App.4th 1039, 1047.)

Nothing in the statute or the legislative intent suggests that the condominiums in a building are not sold separately if they are sold at the same time to the same buyer. The statute and the legislative history indicate that Civil Code 1954.52(a)(3)(B)(ii) was designed to prevent the subdivider from avoiding rent control - not bona fide purchasers from the subdivider. Indeed, there is nothing in the statute or legislative history suggesting that Civil Code 1954.52(a)(3)(B)(ii) was designed to prevent a bona fide new owner of a unit or a collection of units from raising rents.

Based on the above, the court holds as a matter of statutory interpretation that, if condominiums in a single building are sold in individual transactions, then they are "sold separately" for purposes of Civil Code 1954.52(a)(3)(B)(ii) even if the sales are to the same person and made at the same time. The only exception to this is where the buyer is not a bona fide purchaser, e.g., a corporate entity related to the subdivider such that the "sale" is really just a ruse to allow the subdivider to retain ownership but avoid rent control.

The City argues that the foregoing "bright line" construction of the statute is improper and that one needs to look at the totality of circumstances when assessing whether the "sold separately" provision applies. The court rejects this argument and concludes that a "bright line" test was exactly what the Act intended to create. To the extent such a test has potential for abuse, the court views the bona fide purchaser requirement (discussed below) as an appropriate check on such abuses. There is no reason to conflate the two lines of analysis.

In short, the facts in this record demonstrate that the units at the property at 840 55th Street, Oakland, CA, were "sold separately" to GSV within the meaning of the Act.

**BONA FIDE PURCHASER**

The City argues that GSV is attempting to "strategically and improperly" avoid the local rent control ordinance by using the condominium exemption applicable to the four separate units when, viewing the four transactions as a whole, GSV was purchasing a four unit building.

The City's arguments that GSV acted strategically have no merit. People are permitted to structure their actions and transactions to comply with the letter of the law and maximize the benefits to themselves under the law. By analogy, persons are permitted to structure transactions to take lawful advantage of how the tax code is written. (Ferguson v. C.I.R. (9th Cir. 1999) 174 F.3d 997, 1006 ("there is a distinction between tax evasion (i.e., choosing an impermissible path) and tax avoidance (i.e., choosing the least costly permissible path)"); In re Schlesinger (Bkrctcy. E.D.Pa., 2002) 290 B.R. 529, 539 (similar).

The City's arguments that GSV acted improperly also have no merit. This is an implied argument that GSV is not a bona fide purchaser. Neither the ALJ nor the Rent Board addressed whether GSV was a bona fide purchaser, so the City cannot raise that argument in the trial court. The bona fide purchaser exception might have applied if the former owner had agreed with GSV that the former owner would subdivide the building into four units and that GSV would then purchase the four units for an agreed price or if the subdivider and purchaser were in some way related, e.g., sister corporations. Such hypothetical situations might support a finding that the buyer was not a bona fide buyer of four previously subdivided units but was instead a buyer of a four unit building in a transaction intended to avoid rent control. But there is no showing in this record that this case presents such a situation.

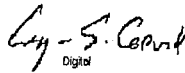
At the hearing there was some discussion as to whether the case should be remanded to the Rent Board to consider this argument. The City argues that it was not reached and the Board should have an opportunity to consider it explicitly. GVS argues that the tenants had their chance to present tis alternative argument and should not be allowed to reopen the record to argue this alternative. The court agrees that the record below should NOT be reopened creve

#### SUMMARY

The Petition of GSV for a writ of administrative mandate is GRANTED. The court directs the clerk to issue a writ of mandate directing the City to vacate the Appeal Decision in cases T15-0229, T15-0230, T15-0236, and T15-0237.

The court orders that any reconsideration be in light of the court's opinion and judgment. The judgment shall not limit or control in any way the discretion legally vested in the City. (CCP 1094.5(f).)

Dated: 03/23/2017



Judge Wynne Carvill

**EXHIBIT B**

Recording Requested By  
ServiceLink

MAIL TAX STATEMENT TO:  
MAY LEE FONG, GRANT WAI  
FONG, MICHAEL B LEE and  
SANDRA C LEE  
358 CERRO COURT  
DALY CITY, CA 94015

Prepared By:  
ServiceLink  
4000 Industrial Blvd.  
Aliquippa, PA 15001

*1774039*

*HW  
MB  
ILP  
CTP  
B*



2012107555

03/29/2012 01:50 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 31.00  
COUNTY TAX: 219.45  
CITY TAX: 2992.50



3 PGS

For Recorder's Use Only

**Grant Deed**

THE UNDERSIGNED GRANTOR (S) DECLARE (S)  
DOCUMENTARY TRANSFER TAX: \$ *2,992.50 CITY*  
\$ 219.45 county

- FOR NO CONSIDERATION
- COMPUTED ON FULL VALUE of property conveyed, or
- COMPUTED ON FULL VALUE LESS VALUE OF LIENS AND ENCUMBRANCES remaining at time of sale.
- Unincorporated area of Alameda  City of OAKLAND

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Deutsche Bank National Trust Company, as Trustee for Ameriqwest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-2

Hereby grants to,  
GRANT WAI FONG AND MAY LEE FONG, HUSBAND AND WIFE AND MICHAEL B. LEE AND SANDRA C. LEE,  
HUSBAND AND WIFE, EACH TO AN UNDIVIDED 50% INTEREST, AS TENANTS IN COMMON

The following described real-property in the County of Alameda, State of CA.

LEGAL DESCRIPTION:

See Exhibit A attached hereto and made a part hereof

Tax ID Number 042-4247-081-00, 042-4247-082-00, 042-4247-083-00, 042-4247-084-00 and 042-4247-085-00



**Exhibit "A"**  
**Legal Description**

All that certain parcel of land situate in the County of Alameda, State of California, being known and designated as follows:

The Northwestern 150 feet of Lot 10, Block "E", as said Lot and Block are shown on the "Map 2 of the Buenaventura Tract, Brooklyn Tp.", filed January 9, 1892, Map Book 13, Page 27, Alameda County Records.

Tax ID: 042-4247-081-00, 042-4247-082-00, 042-4247-083-00, 042-4247-084-00 and 042-4247-085-00



**EXHIBIT C**

# Property Taxes

Treasurer-Tax Collector | Business License

## Account Lookup

- Pay Online
- Pay By Phone
- Pay By Mobile App
- Pay By Mail
- Pay in Person
- Tax History Lookup
- Convenience Fee
- Returned Checks
- E-mail Reminders
- Wire Transfer
- Application Forms

## Search Secured, Supplemental and Prior Year Delinquent Property Taxes

Secured tax bills are payable online from 10/5/2016 to 6/30/2017.

Most supplemental tax bills are payable online to 6/30/2017.

Prior Year Delinquent tax payments are payable online to 6/30/2017.

Property Summary		New Search
APN:	42-4247-81	
Property Address:	1354A 81ST AVE, OAKLAND 94621	

### Property Assessment Information

Current Year Tax Information					
Tax Type	Bill Year	Tracer	Total Amount	Options	
Installment	Due Date		Installment Amount	Status/Status Date	
Secured	2016-2017	09066400	\$2,365.08	<a href="#">View Bill</a>	<a href="#">Pay Bill</a>
1st Installment	12/10/2016		\$1,182.54		Paid Dec 10, 2016
2nd Installment	04/10/2017		\$1,182.54		

# Property Taxes

Treasurer-Tax Collector | Business License

## Account Lookup

- Pay Online
- Pay By Phone
- Pay By Mobile App
- Pay By Mail
- Pay in Person
- Tax History Lookup
- Convenience Fee
- Returned Checks
- E-mail Reminder
- Wire Transfer
- Application Forms

## Search Secured, Supplemental and Prior Year Delinquent Property Taxes

Secured tax bills are payable online from 10/5/2016 to 6/30/2017.

Most supplemental tax bills are payable online to 6/30/2017.

Prior Year Delinquent tax payments are payable online to 6/30/2017.

### Property Summary

[New Search](#)

APN: 42-4247-82  
 Property Address: 1354B 81ST AVE, OAKLAND 94621

### Property Assessment Information

### Current Year Tax Information

Tax Type	Bill Year	Tracer	Total Amount	Options
Installment	Due Date		Installment Amount	Status/Status Date
Secured	2016-2017	09066500	\$2,365.08	<a href="#">View Bill</a> <a href="#">Pay Bill</a>
1st Installment	12/10/2016		\$1,182.54	Paid Dec 10, 2016
2nd Installment	04/10/2017		\$1,182.54	



# Property Taxes

## Account Lookup

- Pay Online
- Pay By Phone
- Pay By Mobile App
- Pay By Mail
- Pay in Person
- Tax History Lookup
- Convenience Fee
- Returned Checks
- E-mail Reminder
- Wire Transfer
- Application Forms

## Search Secured, Supplemental and Prior Year Delinquent Property Taxes

Secured tax bills are payable online from 10/5/2016 to 6/30/2017.

Most supplemental tax bills are payable online to 6/30/2017.

Prior Year Delinquent tax payments are payable online to 6/30/2017.

<b>Property Summary</b>	<a href="#">New Search</a>
APN: 42-4247-83	
Property Address: 1356A 81ST AVE, OAKLAND 94621	

### Property Assessment Information

Current Year Tax Information				
Tax Type	Bill Year	Tracer	Total Amount	Options
Installment	Due Date		Installment Amount	Status/Status Date
Secured	2016-2017	09066600	\$1,791.78	<a href="#">View Bill!</a> <a href="#">Pay Bill!</a>
1st Installment	12/10/2016		\$895.89	Paid Dec 10, 2016
2nd Installment	04/10/2017		\$895.89	

# Property Taxes

## Account Lookup

- Pay Online
- Pay By Phone
- Pay By Mobile App
- Pay By Mail
- Pay In Person
- Tax History Lookup
- Convenience Fee
- Returned Checks
- E-mail Reminder
- Wire Transfer
- Application Forms

**Search Secured, Supplemental and Prior Year Delinquent Property Taxes**  
 Secured tax bills are payable online from 10/5/2016 to 6/30/2017.  
 Most supplemental tax bills are payable online to 6/30/2017.  
 Prior Year Delinquent tax payments are payable online to 6/30/2017.

Property Summary		New Search
APN:	42-4247-84	
Property Address:	1356B 81ST AVE, OAKLAND 94621	

Property Assessment Information

Current Year Tax Information					
Tax Type	Bill Year	Tracer	Total Amount	Options	
Installment	Due Date		Installment Amount	Status/Status Date	
Secured	2016-2017	09066700	\$1,791.78	<a href="#">View Bill</a>	<a href="#">Pay Bill</a>
1st Installment	12/10/2016		\$895.89		Paid Dec 10, 2016
2nd Installment	04/10/2017		\$895.89		

Paul J. Katz, State Bar No. 243932  
Law Office of Paul J. Katz  
60 29th Street #557  
San Francisco, CA 94110  
(415) 906-9884  
paul@pjkatzlaw.com

**PROOF OF SERVICE**

L16-0083, *Fong v. Tenants*  
T17-0015, *Gaona v. Fong*

I, the undersigned, declare that I am over 18 years of age, residing or employed in the County of San Francisco, and not a party to the instant action. My business address is listed above. I served the attached **Rent Board Appeal** by placing true copies of in a sealed envelope, with the correct postage, and depositing them at a United States Post Office via first class mail to each of the following persons at the following addresses on May 3, 2017:

Ricardo Dominguez  
Ana Jeronimo  
1354 81st Ave. #A  
Oakland, CA 94621

Rosa Gaona  
Ignacio Gaona  
Ana Rosas  
1354 81st Ave. #B  
Oakland, CA 94621

Yuliana Apodaca  
Salazar Apodaca  
1356 81st Ave. #A  
Oakland, CA 94621

Leo Pena  
Lorena Arechiga  
Alejandro Arechiga  
Maria Arechiga  
Rafael Arechiga  
1356 81st Ave. #B  
Oakland, CA 94621

Andrew Wolff, Esq.  
Tenant Representative  
1956 Webster St., Suite 275  
Oakland, CA 94612

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

Executed at San Francisco, California, on May 3, 2017.

A handwritten signature in cursive script, appearing to read "Paul J. Katz", is written over a horizontal line.

Paul J. Katz

## CHRONOLOGICAL CASE REPORT

Case No: L17-0015, L17-0016, T17-0084 & T17-0086

Case Name: Rafaty v. Tenants, Ulman/Hellman v. Rafaty

Property Address: 4410 Edgewood Ave., Units B & C, Oakland, CA

Parties: Hossein Rafat (Owner)  
Brianne Ullman (Tenant, Unit B)  
Sarah Hellman (Tenant, Unit C)

## LANDLORD APPEAL

<u>Activity</u>	<u>Date</u>
Landlord Petition filed	February 8, 2017
Landlord Petition filed	February 9, 2017
Tenants Responses to Landlord Petition	March 23, 2017
Tenant Petitions filed	February 14, 2017
Owner Response to Tenant Petitions	February 28, 2017
Hearing Decision Issued	September 5, 2017
Owner Appeal filed to Tenant Petitions	September 28, 2017
Owner Appeal filed to Owner Petition	September 28, 2017

000116



L17-0016 RE/SK

<p><b>CITY OF OAKLAND</b>  <b>RENT ADJUSTMENT PROGRAM</b>          250 Frank H. Ogawa Plaza, Suite 5313          Oakland, CA 94612          (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: center;">RECEIVED          CITY OF OAKLAND          RENT ARBITRATION PROGRAM          2017 FEB -8 PM 4:35</p> <p style="text-align: center;"><b>LANDLORD PETITION</b>  <b>FOR CERTIFICATE OF EXEMPTION</b>          (OMC §8.22.030.B)</p>
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**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

**Section 1. Basic Information**

Your Name  Hossein Rafaty	Complete Address (with zip code)  18926 Campbell Rd. Dallas, Tx 75252	Telephone  Day: (469) 607 3341	
Your Representative's Name	Complete Address (with zip code)	Telephone  Day:	
Property Address tenant Sarah Hellman 4410 Edgewood Ave. No. C Oakland, ca 94602		Total number of units in bldg or parcel.  3	
Type of units (circle one)	Single Family Residence (SFR)	<input checked="" type="radio"/> Condominium	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input checked="" type="radio"/> Yes	No

**Section 2. Tenants.** You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

**Section 3. Claim(s) of Exemption:** A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

**New Construction:** This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

**Substantial Rehabilitation:** This applies only to entire buildings. An owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project. The average basic cost for new construction is determined using tables issued by the Chief Building Inspector applicable for the time period when the Substantial Rehabilitation was completed.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), 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 a notice of rent increase under 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?
8. When did the tenant move into the unit?

**I (We) petition for exemption on the following grounds (Check all that apply):**

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input checked="" type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

**Section 4. Verification Each petitioner must sign this section.**

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

                    H. Ragaty                      
Owner's Signature

                    2/5/17                      
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

**Important Information**

**Burden of Proof** The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

**File Review** Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.

47-0015 F-16K

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM  2017 FEB -9 PM 4:06  <u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B)
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**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

**Section 1. Basic Information**

Your Name Hossein Rafati	Complete Address (with zip code) 18926 Campbell Rd. Dallas, TX 75252	Telephone Day: (469) 607-3341	
Your Representative's Name	Complete Address (with zip code)	Telephone Day:	
Property Address tenant: Bree Ullman 4410 Edgewood Ave. # <del>4410</del> .B Oakland, CA 94602		Total number of units in bldg or parcel. 2	
Type of units (circle one)	Single Family Residence (SFR)	<input checked="" type="radio"/> Condominium	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input checked="" type="radio"/> Yes	<input type="radio"/> No

**Section 2. Tenants.** You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

**Section 3. Claim(s) of Exemption:** A Certificate of Exemption may be granted only for dwelling units that are permanently exempt from the Rent Adjustment Ordinance.

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Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), please answer the following questions on a separate sheet:

- NO 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?  
NO 2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?  
~~NO~~ 3. Was the prior tenant evicted for cause?  
NO 4. Are there any outstanding violations of building, housing, fire, or safety codes in the unit or building?  
Yes 5. Is the unit a single family dwelling or condominium that can be sold separately?  
Yes 6. Did the petitioning tenant have roommates when he/she moved in?  
mes ~~Yes~~ 7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building? No  
→ Coleman  
2011 8. When did the tenant move into the unit?

**I (We) petition for exemption on the following grounds (Check all that apply):**

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input checked="" type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

**Section 4. Verification Each petitioner must sign this section.**

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

HO ————— Rapaty  
Owner's Signature

2/5/17  
Date

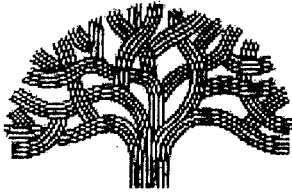
\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

**Important Information**

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**File Review** Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2017 MAR 23 PM 4:22

CASE NUMBER L17-0015

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name Sarah Hellman	Complete Address (with Zip Code) 4410 Edgewood Ave, Apt. C Oakland, CA 94602	Telephone (916) 201-7961
Your Representative's Name Bree Ullman	Complete Address (with Zip Code) 4410 Edgewood Ave, Apt B Oakland, CA 94602	Telephone (425) 318-0708

Number of Units on the parcel:

3

The unit I rent is:

a house

an apartment

a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

Jan 1, 2012

Date you moved into this unit:

Jan 1, 2012

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>

<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

**The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.**

Hossein Rafati is not a bona fide purchaser. Mr. Rafati is an agent of Sousan Yahaghi and Christopher Tse, the couple that has owned and managed the entire RENT-CONTROLLED triplex for close to a decade. Mr. Tse and Ms. Yahaghi have engaged in a series of sham sales for the express purpose of removing units B and C from the jurisdiction of this board (in appearance only) and evading rent control laws.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): Jan 1, 2012

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
December 22, 2016	March 1, 2017	\$ 1660.30	\$ 3,000.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2/2/16	4/2/16	\$ 1660.30	\$ 2800	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/30/15	8/1/15	\$ 1596.50	\$ 1738.10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/1/13	7/1/13	\$ 1550	\$ 1596.50	<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

**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.

*Sarah Hellman*  
 Tenant's Signature

3/20/17  
 Date

\_\_\_\_\_  
 Tenant's Signature

\_\_\_\_\_  
 Date

**Important Information**

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

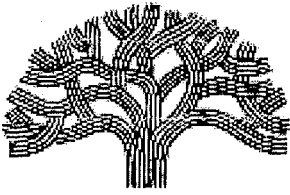
**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

For an appointment to review a file call (510) 238-3721.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
20:7 MAR 23 PM 4:22

CASE NUMBER L17-0015

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Bree Ullman</i>	Complete Address (with Zip Code) <i>4410 Edgewood Ave, Apt. Oakland, CA 94602</i>	Telephone <i>425) 318-0768</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

a house  an apartment  a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent? Yes  No  Lawfully Withholding Rent

If you are lawfully withholding rent, attach a written explanation of the circumstances.

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. 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.

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**The property owner has the burden of proving the right to exemption for the unit. Explain below why you believe your landlord's claim that your unit is exempt is incorrect.**

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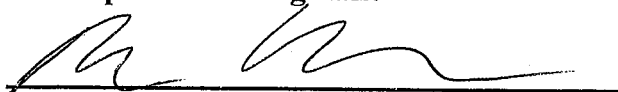
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): April 1, 2010

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
December 22, 2016	March 1, 2017	\$ 1682.77	\$ 3,000.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/10/15	2/08/15	\$ 1682.77	\$ 2800.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$(currently appealing)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/30/15	8/1/15	\$ 1545.00	\$ 1,682.77	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/1/13	8/1/13	\$ 1500.00	\$ 1545.00	<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

**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.



Tenant's Signature

3/21/17

Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

**Important Information**

This form must be received at the Rent Adjustment Offices by the date and time limits prescribed by Oakland Municipal Code, Chapter 8.22. The offices are located at City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. The mailing address is PO Box 70243, Oakland, CA 94612-0243. For more information, please call: 510-238-

**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

For an appointment to review a file call (510) 238-3721.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment.



T17-0086 RE/SK

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2017 FEB 14 AM 11:15

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
Mail To: P. O. Box 70243  
Oakland, California 94612-0243  
(510) 238-3721

For date stamp.  
2017 FEB 14 AM 11:15

**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 <i>Sarah Hellman</i>	Rental Address (with zip code) <i>4410 Edgewood Ave. Apt C Oakland, CA 94602</i>	Telephone <i>(916) 201-7961</i>
Your Representative's Name <i>Bree Ullman</i>	Mailing Address (with zip code) <i>4410 Edgewood Ave Apt B</i>	Telephone <i>(425) 318-0708</i>
Property Owner(s) name(s) <i>Hoss Rafaty</i>	Mailing Address (with zip code) <i>18926 Campbell Rd. Dallas, Texas 75252</i>	Telephone <i>(469) 607-3341</i>

Number of units on the property: 3

Type of unit you rent (circle one)	House	Condominium	<u>Apartment</u> , Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	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 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 checked="" 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 checked="" 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: 1/1/12 Initial Rent: \$ 1550 /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: 12/26/11. 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		
12/22/16	3/1/17	\$ 1660.36	\$ 3000	<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: T15-0390  
T16-0300, LK-023 - opposition to

**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, 2<sup>nd</sup> 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.

Sarah Hellman  
Tenant's Signature

2/10/17  
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): \_\_\_\_\_

R/JSK

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. <div style="text-align: right;">           RECEIVED            CITY OF OAKLAND            RENT ARBITRATION PROGRAM            2017 FEB 28 PM 2:31         </div>
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**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/7-0086**

**OWNER RESPONSE**

**Please print legibly.**

Your Name  <i>Hossein Rafaty</i>	Complete Address (with zip code) <del>KBRILLE</del> <i>18926 Campbell Rd.</i> <i>Dallas, TX 75252</i>	Phone: <i>(469) 607-3341</i> Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s)  <i>Sarah Hellman</i>	Complete Address (with zip code) <i>4410 Edgewood Ave.</i> <i>No. C Oakland, CA 94602</i>	<i>fc1.</i> <i>(916) 201-7961</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 <sup>unit</sup> building on 12/22/16

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

**I. RENTAL HISTORY**

The tenant moved into the rental unit on 1.1.2013.

The tenant's initial rent including all services provided was \$ 1550 / 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. \_\_\_\_\_

**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	
		\$	\$	<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

**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:**

~~NO~~ 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?

~~NO~~ 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?

~~NO~~ 3. Was the prior tenant evicted for cause?

~~NO~~ 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?

~~YES~~ 5. Is the unit a single family dwelling or condominium that can be sold separately?

~~YES~~ 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? ~~NO~~ *YES Christopher Tse*

~~NO~~ 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.

~~NO~~ The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

~~NO~~ 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.

~~NO~~ 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.

~~NO~~ 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.

~~NO~~ 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, 6<sup>th</sup> 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.***

*Hor Rapaty*  
\_\_\_\_\_  
Owner's Signature

*2/25/17*  
\_\_\_\_\_  
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

T17-0084 R/SK

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 Mail To: P. O. Box 70243  
 Oakland, California 94612-0243  
 (510) 238-3721

For date stamp RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2017 FEB 14 AM 11:15

**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 Brienne Ullman (Bree)	Rental Address (with zip code) 4410 Edgewood Ave Apt B	Telephone (425) 318-0708
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Hoss Rafaty	Mailing Address (with zip code) 18926 Campbell Rd. Dallas TX 75252	Telephone (469) 607-3341

Number of units on the property: 3

Type of unit you rent (circle one)	House	Condominium	Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	Yes	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 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 illegally 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 checked="" 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 checked="" 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: 4/1/10 Initial Rent: \$ 1,500 /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: Approx 3/30. If never provided, enter "Never."

*I believe I received it w/ my lease Also received w/ first rent increase*

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

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		
<del>12/22/16</del>	<del>3/1/17</del>				
12/22/16	3/1/17	\$ 1682.77	\$ 3,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/10/15	2/08/15	\$ 1682.77	\$ 2,800	<input type="checkbox"/> Yes <input checked="" 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

*Received 2011/12/30*

\* 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.

*Opposition to US-022 T15-0389 T16-0073 (and appeal of decision) T16-0300*

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, 2<sup>nd</sup> 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

2/12/17

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): numerous attempts to fight illegal rent increases over the past 2 years.

**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  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2017 FEB 28 PM 2:32

KAJSE

**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 17-0084**

**OWNER RESPONSE**

**Please print legibly.**

Your Name <b>Hossein Rafaty</b>	Complete Address (with zip code) <b>18926 Campbell Rd. Dallas, TX 75252</b>	Phone: <b>(469) 607-3341</b> Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <b>Bree Ulman</b>	Complete Address (with zip code) <b>4410 Edgewood Ave. No. B Oakland, CA 94602</b>	tel: <b>(425) 318-0708</b>

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~~ <sup>unit</sup> on 2/22/16

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

**I. RENTAL HISTORY**

The tenant moved into the rental unit on 04.01.2010.

The tenant's initial rent including all services provided was \$ 1,500 / 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.**

### 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:**

- NO 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
- NO 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
- NO 3. Was the prior tenant evicted for cause?
- NO 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
- YES 5. Is the unit a single family dwelling or condominium that can be sold separately?
- YES 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? NO YES. James Coleman
- NO 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.
- NO The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.
- NO 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.
- NO 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.
- NO 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.
- NO 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, 6<sup>th</sup> 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.***

                    Ho                    Rafaty                      
Owner's Signature

                    2/25/17                      
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



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 NUMBERS:** L17-0015, Rafati (sic) v. Tenant; L17-0016, Rafaty v. Tenant;  
L17-0017, Rafaty v. Tenant; T17-0084, Ullman v. Rafaty  
&T17-0086, Hellman v. Rafaty

**PROPERTY ADDRESSES:** 4410 Edgewood Ave., Units B & C, Oakland, CA

**DATE OF HEARING:** July 26, 2017

**DATE OF DECISION:** September 5, 2017

**APPEARANCES:** Hossein Rafati (Owner – by Telephone)  
Brienne Ullman (Tenant, Unit B)  
Sarah Hellman (Tenant, Unit C)

## **SUMMARY OF DECISION**

The owner's petitions are denied. The tenants' petitions are granted.

## **CONTENTIONS OF THE PARTIES**

The owner filed petitions seeking Certificates of Exemption on the ground that the subject rental units are condominiums. The tenants filed responses to the petitions, in which they contest the owner's claim. Tenant Ullman filed a petition which alleges that a proposed rent increase from \$1,682.77 to \$3,000 per month exceeds the CPI Adjustment and is unjustified or is greater than 10%.

Tenant Hellman filed a petition which alleges that a proposed rent increase from \$1,660.36 to \$3,000 per month exceeds the CPI Adjustment and is unjustified or is greater than 10%. The owner filed responses to both petitions, which allege that the subject rental units are exempt from the Rent Adjustment Ordinance because they are condominiums.

000138

## THE ISSUES

- (1) Are the subject rental units exempt from the Rent Adjustment Ordinance on the ground that they are condominiums?
- (2) If the subject rental units are not exempt from the Rent Adjustment Ordinance, what are the rents for these units?

## EVIDENCE

Documentary Evidence – Case No. L17-0015: The owner submitted photocopies of 3 documents in support of his claim: (1) the first page of a Grant Deed recorded in the Alameda County Recorder's Office on December 22, 2016, which states that property was conveyed by James Coleman to the owner. This document states, in part: "Legal Description Attached Hereto and Made a Part Hereof by Reference Exhibit A." (2) a Notary certification; and (3) a printout from the Alameda County Assessor's Office with regard to a certain Assessor's Parcel Number.<sup>1</sup> No "Exhibit A" was submitted.

Documentary Evidence – Case No. L17-0016: In this case, the owner submitted photocopies of exactly the same documents discussed in the preceding paragraph.<sup>2</sup>

The Owner's Testimony: On questioning by the tenant, the owner testified as follows: He purchased the subject unit from James Coleman for \$400,000, with a down payment of \$5,000. He pays the remainder of the purchase price in installments to Christopher Tse, a former owner. The owner further testified that he has never visited either of the units, nor did he obtain appraisals of the units, before purchasing them. On questioning by the tenants, the owner stated that he paid less for the units than James Coleman had paid because Coleman was willing to take a loss so that he would not have to deal with the tenants.

The Tenant's Testimony: The tenant testified that James Coleman purchased the unit from Christopher Tse for considerably more than \$400,000. The owner did not dispute this testimony. The tenant submitted two photographs that she took in early 2017.<sup>3</sup> These photos depict a man on a roof top outside a window. The tenant testified that the man is Christopher Tse and she took the photo through a window in her apartment.

Case No. T16-0073, Ullman v. Tse: Official Notice is taken of a Grant Deed dated December 2, 2015, which had been submitted to the Rent Adjustment Program. This Deed transfers title for Unit "B" in the subject building from Christopher Tse to James Coleman for a price of \$454,000.

Case No. L17-0017: The owner filed this petition under penalty of perjury in which he seeks a Certificate of Exemption for 4410 Edgewood Ave., #3. Attached to this petition is the first page of a Grant Deed recorded in the Alameda County Recorder's Office on December 22, 2016.

---

<sup>1</sup> Exhibit Nos. 1A through 1C. These Exhibits, and all others to which reference is made in this Decision, were admitted into evidence without objection.

<sup>2</sup> Exhibit No. 2A through 2C

<sup>3</sup> Exhibit Nos. 4A and 4B.

This Deed states that Christopher Tse grants property to Hossein Rafaty. At the Hearing, the owner testified that he owns only Units B and C, and does not own Unit No. 3, and wished to dismiss this petition.

The Owner's Last Name: The owner's petitions state that he resides in Dallas, Texas. In Case Nos. L17-0017 and L17-0016, the owner's last name is spelled "Rafaty." In Case No. L17-0015, the owner's last name is spelled "Rafati." At the Hearing, the owner testified that his cousin prepared all petitions, and that he then signed them. The owner further testified that his last name is spelled "Rafaty."

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

Evidence of Ownership: The applicable rules of evidence in an Administrative Hearing are stated in Government Code Section 11513:<sup>4</sup> "Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs . . ."

The documentation submitted by the owner – which does not provide descriptions of either property conveyed under the identical Deeds that were submitted – falls far short of this standard. The owner did not meet his burden of proof regarding ownership of the subject rental unit. Therefore, on this basis alone, the owner's petition is denied.

Costa-Hawkins: California Civil Code Section 1954.52(a)(3) [Costa-Hawkins Rental Housing Act] provides that a dwelling or unit which is separately alienable from any other dwelling or unit is exempt from local rent control, except under certain circumstances. The Oakland Rent Adjustment Ordinance specifically states that if a unit is covered under Costa-Hawkins it is exempt from the Ordinance.<sup>5</sup> However, Costa-Hawkins does not apply to a "condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value."<sup>6</sup>

It was clearly the intent of the drafters of Costa-Hawkins that the law should apply only to those who buy a unit that can be sold separately, such as a single-family home or less than an entire building that has been granted condominium status. Although the purported owner in this case purchased only two units, and not the entire building, the clear language of the law must be followed.

It is difficult to believe that an out-of-state resident would purchase two units sight unseen, with no appraisal, for less than the prior owner paid one year before. It is also extremely curious that the owner would pay a down payments of only \$5,000, and that Christopher Tse, the original owner, would finance the rest of the \$400,000 purchase prices. One also needs to wonder why a person would file a petition in Case No. L17-0017, which states, under penalty of perjury, that he owns a rental unit only to state at the Hearing that he does not own this unit. It is further noted

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<sup>4</sup> Regulations, Section 8.22.110(E)(4)

<sup>5</sup> O.M.C. Section 8.22.030(A)(7)

<sup>6</sup> Civil Code Section 1954.52(a)(3)(B)(ii)



that this is the case in which the owner's last name is mis-spelled, but that he nonetheless signed the petition.

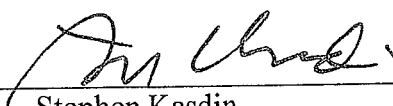
Finally, Official Notice is taken of the fact that the Glenview neighborhood in which the units are located is very desirable, and the property values are quite high. It therefore strains belief that a person would take a loss of \$54,000 above the purchase price simply to avoid dealing with particular tenants.

In sum, the owner petitions are a blatantly inept attempt to deceive the Rent Adjustment Program into granting permanent exemptions from the Rent Adjustment Ordinance. It is found that the purported sales to Mr. Rafaty were sham transactions, and that Mr. Rafaty was not a bona fide purchaser of either unit. Therefore, the owner's petitions L17-0015 & L17-0016 are denied, and the tenants' petitions are granted. At the request of the owner, Case No. L17-0017 is dismissed.

### ORDER

1. Petition L17-0015 is denied. This rental unit is not exempt from the Rent Ordinance pursuant to Civil Code Section 1954.52(a)(3).
2. Petition L17-0016 is denied. This rental unit is not exempt from the Rent Ordinance pursuant to Civil Code Section 1954.52(a)(3).
3. Petition L17-0017 is dismissed.
4. Petition T17-0084 (Ullman) is granted. The rent remains \$1,682.77 per month.
5. Petition T17-0086 (Hellman) is granted. The rent remains \$1,660.36 per month.
6. 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: September 5, 2017

  
\_\_\_\_\_  
Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

000141

**PROOF OF SERVICE**

**Case Numbers L17-0015, L17-0016, L17-0017, T17-0084, T17-0086**

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:**

**Tenants**

Bree Ullman  
4410 Edgewood Ave #B  
Oakland, CA 94602

Sarah Hellman  
4410 Edgewood Ave #C  
Oakland, CA 94602

Resident  
4410 Edgewood Ave #3  
Oakland, CA 94602

**Owner**

Hossein Rafati  
18926 Campbell Rd  
Dallas, TX 75252

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 08, 2017 in Oakland, CA.

  
Maxine Visaya

000142

2017 SEP 20 PM 4:46

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> Hossein "Hoss" Kafaty		<b>Landlord</b> <input checked="" type="checkbox"/> <b>Tenant</b> <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 4410 Edgewood Ave., Units B and C, Oakland, CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> 18926 Campbell Rd Dallas, Texas 75252		<b>Case Number</b> T17-0084	
		<b>Date of Decision appealed</b> September 5, 2017	
<b>Name of Representative (if any)</b> Zev Hardman		<b>Representative's Mailing Address (For notices)</b> Hardman-Law Zev Hardman Attorney At Law 2000 Allston Way #94 Berkeley, CA 94701	


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.  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 39. 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 \_\_\_\_\_, 200\_\_\_\_, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Bree Ullman
<b><u>Address</u></b>	4410 Edgewood Ave., Unit B
<b><u>City, State Zip</u></b>	Oakland, CA 94602
<b><u>Name</u></b>	Sarah Hellman
<b><u>Address</u></b>	4410 Edgewood Ave., Unit C
<b><u>City, State Zip</u></b>	Oakland, CA 94602

 <b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	September 28, 2017 <b>DATE</b>
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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.

2017 SEP 20 11:46

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> Hossein "Hoss" Kafaty		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 4410 Edgewood Ave., Units B and C, Oakland, CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> 18926 Campbell Rd Dallas, Texas 75252		<b>Case Number</b> 17-0086	
		<b>Date of Decision appealed</b> September 5, 2017	
<b>Name of Representative (if any)</b> Zev Hardman		<b>Representative's Mailing Address (For notices)</b> Hardman-Law Zev Hardman Attorney At Law 2000 Allston Way #94 Berkeley, CA 94701	

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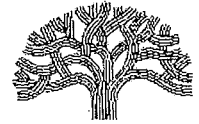
<b><u>Name</u></b>	Bree Ullman
<b><u>Address</u></b>	4410 Edgewood Ave., Unit B
<b><u>City, State Zip</u></b>	Oakland, CA 94602
<b><u>Name</u></b>	Sarah Hellman
<b><u>Address</u></b>	4410 Edgewood Ave., Unit C
<b><u>City, State Zip</u></b>	Oakland, CA 94602

<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	September 28, 2017
	<b>DATE</b>

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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 NUMBERS:** L17-0015, Rafati (sic) v. Tenant; L17-0016, Rafaty v. Tenant;  
L17-0017, Rafaty v. Tenant; T17-0084, Ullman v. Rafaty  
&T17-0086, Hellman v. Rafaty

**PROPERTY ADDRESSES:** 4410 Edgewood Ave., Units B & C, Oakland, CA

**DATE OF HEARING:** July 26, 2017

**DATE OF DECISION:** September 5, 2017

**APPEARANCES:** Hossein Rafati (Owner – by Telephone)  
Brienne Ullman (Tenant, Unit B)  
Sarah Hellman (Tenant, Unit C)

## SUMMARY OF DECISION

The owner's petitions are denied. The tenants' petitions are granted.

## CONTENTIONS OF THE PARTIES

The owner filed petitions seeking Certificates of Exemption on the ground that the subject rental units are condominiums. The tenants filed responses to the petitions, in which they contest the owner's claim. Tenant Ullman filed a petition which alleges that a proposed rent increase from \$1,682.77 to \$3,000 per month exceeds the CPI Adjustment and is unjustified or is greater than 10%.

Tenant Hellman filed a petition which alleges that a proposed rent increase from \$1,660.36 to \$3,000 per month exceeds the CPI Adjustment and is unjustified or is greater than 10%. The owner filed responses to both petitions, which allege that the subject rental units are exempt from the Rent Adjustment Ordinance because they are condominiums.

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## THE ISSUES

- (1) Are the subject rental units exempt from the Rent Adjustment Ordinance on the ground that they are condominiums?
- (2) If the subject rental units are not exempt from the Rent Adjustment Ordinance, what are the rents for these units?

## EVIDENCE

Documentary Evidence – Case No. L17-0015: The owner submitted photocopies of 3 documents in support of his claim: (1) the first page of a Grant Deed recorded in the Alameda County Recorder's Office on December 22, 2016, which states that property was conveyed by James Coleman to the owner. This document states, in part: "Legal Description Attached Hereto and Made a Part Hereof by Reference Exhibit A." (2) a Notary certification; and (3) a printout from the Alameda County Assessor's Office with regard to a certain Assessor's Parcel Number.<sup>1</sup> No "Exhibit A" was submitted.

Documentary Evidence – Case No. L17-0016: In this case, the owner submitted photocopies of exactly the same documents discussed in the preceding paragraph.<sup>2</sup>

The Owner's Testimony: On questioning by the tenant, the owner testified as follows: He purchased the subject unit from James Coleman for \$400,000, with a down payment of \$5,000. He pays the remainder of the purchase price in installments to Christopher Tse, a former owner. The owner further testified that he has never visited either of the units, nor did he obtain appraisals of the units, before purchasing them. On questioning by the tenants, the owner stated that he paid less for the units than James Coleman had paid because Coleman was willing to take a loss so that he would not have to deal with the tenants.

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<sup>1</sup> Exhibit Nos. 1A through 1C. These Exhibits, and all others to which reference is made in this Decision, were admitted into evidence without objection.

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This Deed states that Christopher Tse grants property to Hossein Rafaty. At the Hearing, the owner testified that he owns only Units B and C, and does not own Unit No. 3, and wished to dismiss this petition.

The Owner's Last Name: The owner's petitions state that he resides in Dallas, Texas. In Case Nos. L17-0017 and L17-0016, the owner's last name is spelled "Rafaty." In Case No. L17-0015, the owner's last name is spelled "Rafati." At the Hearing, the owner testified that his cousin prepared all petitions, and that he then signed them. The owner further testified that his last name is spelled "Rafaty."

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

Evidence of Ownership: The applicable rules of evidence in an Administrative Hearing are stated in Government Code Section 11513:<sup>4</sup> "Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs . . ."

The documentation submitted by the owner – which does not provide descriptions of either property conveyed under the identical Deeds that were submitted – falls far short of this standard. The owner did not meet his burden of proof regarding ownership of the subject rental unit. Therefore, on this basis alone, the owner's petition is denied.

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that this is the case in which the owner's last name is mis-spelled, but that he nonetheless signed the petition.

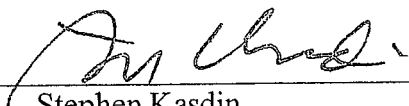
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In sum, the owner petitions are a blatantly inept attempt to deceive the Rent Adjustment Program into granting permanent exemptions from the Rent Adjustment Ordinance. It is found that the purported sales to Mr. Rafaty were sham transactions, and that Mr. Rafaty was not a bona fide purchaser of either unit. Therefore, the owner's petitions L17-0015 & L17-0016 are denied, and the tenants' petitions are granted. At the request of the owner, Case No. L17-0017 is dismissed.

### ORDER

1. Petition L17-0015 is denied. This rental unit is not exempt from the Rent Ordinance pursuant to Civil Code Section 1954.52(a)(3).
2. Petition L17-0016 is denied. This rental unit is not exempt from the Rent Ordinance pursuant to Civil Code Section 1954.52(a)(3).
3. Petition L17-0017 is dismissed.
4. Petition T17-0084 (Ullman) is granted. The rent remains \$1,682.77 per month.
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Dated: September 5, 2017

  
\_\_\_\_\_  
Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

000150

**PROOF OF SERVICE**

**Case Numbers L17-0015, L17-0016, L17-0017, T17-0084, T17-0086**

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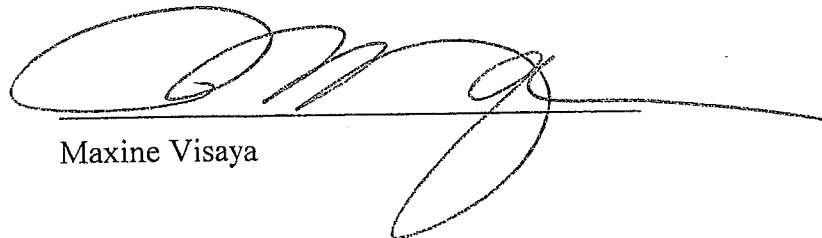
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Maxine Visaya

000151

2017 SEP 28 PM 4:45

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> Hossein "Hoss" Kafaty		<b>Landlord</b> <input checked="" type="checkbox"/> <b>Tenant</b> <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 4410 Edgewood Ave., Units B and C, Oakland, CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> 18926 Campbell Rd Dallas, Texas 75252		<b>Case Number</b> 417-0015 <b>Date of Decision appealed</b> September 5, 2017	
<b>Name of Representative (if any)</b> Zev Hardman		<b>Representative's Mailing Address (For notices)</b> Hardman-Law Zev Hardman Attorney At Law 2000 Allston Way #94 Berkeley, CA 94701	

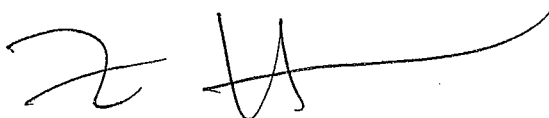
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2.  **The decision is inconsistent with decisions issued by other hearing officers.** *You must identify the prior inconsistent decision and explain how the decision is inconsistent.*
3.  **The decision raises a new policy issue that has not been decided 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.  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 39. 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 \_\_\_\_\_, 200\_\_\_\_, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Bree Ullman
<b><u>Address</u></b>	4410 Edgewood Ave., Unit B
<b><u>City, State Zip</u></b>	Oakland, CA 94602
<b><u>Name</u></b>	Sarah Hellman
<b><u>Address</u></b>	4410 Edgewood Ave., Unit C
<b><u>City, State Zip</u></b>	Oakland, CA 94602

 <b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	September 28, 2017 <b>DATE</b>
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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.

2017 SEP 28 PM 4:45

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> Hossein "Hoss" Kafaty		<b>Landlord</b> <input checked="" type="checkbox"/> <b>Tenant</b> <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 4410 Edgewood Ave., Units B and C, Oakland, CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> 18926 Campbell Rd Dallas, Texas 75252		<b>Case Number</b> 417-0016	
		<b>Date of Decision appealed</b> September 5, 2017	
<b>Name of Representative (if any)</b> Zev Hardman		<b>Representative's Mailing Address (For notices)</b> Hardman-Law Zev Hardman Attorney At Law 2000 Allston Way #94 Berkeley, CA 94701	

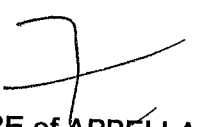
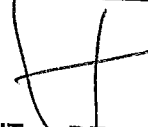
I appeal the decision issued in the case and on the date written above on the following grounds:  
*(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)*

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.  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 39. 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 \_\_\_\_\_, 200\_\_\_\_, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Bree Ullman
<b>Address</b>	4410 Edgewood Ave., Unit B
<b>City, State Zip</b>	Oakland, CA 94602
<b>Name</b>	Sarah Hellman
<b>Address</b>	4410 Edgewood Ave., Unit C
<b>City, State Zip</b>	Oakland, CA 94602

 	September 28, 2017
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.
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- 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 EVIDENCE SUPPORTS REVERSING ALL OF THE HEARING DECISIONS

Hossein "Hoss" Rafaty is the sole owner of two condominium units, namely units "B" and "C" at 4410 Edgewood Ave., Oakland CA 94602. Mr. Rafaty, with the assistance of his second cousin Sousan Yahaghi, filed Petitions for rent increase.<sup>1</sup> Tenants responded.<sup>2</sup> The Hearing Officer concluded there was one reason to deny both of Mr. Rafaty's Petitions: Mr. Rafaty did not meet his burden of proof showing his ownership of Units B and C.<sup>3</sup> The Hearing Officer then granted Tenants' Petitions on the same basis he had denied Mr. Rafaty's Petitions.

How did Mr. Rafaty, the sole owner of Units B and C for since December of last year<sup>4</sup> fail to show that he owns Units B and C?

The Hearing Officer confused Mr. Rafaty's Deed for Unit B with his Deed for Unit C, seeing them as "identical Deeds" instead of two different Deeds.<sup>5</sup>

This is obvious error on the part of the Hearing Officer, and this error directly results in the patently unfair and unjust determination by the Hearing Officer that Mr. Rafaty does

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<sup>1</sup> L17-0015 and L17-0016.

<sup>2</sup> T17-0084 and T17-0086.

<sup>3</sup> See Hearing Decision, at Exhibit G, page 3, at paragraph 4.

<sup>4</sup> See Exhibits A and B, Declaration of Hossein "Hoss" Rafaty Supporting Ownership of Units B and C ("Decl. of Rafaty, Exhibit F") at Exhibit F, paragraphs 7, 10.

<sup>5</sup> See Id.

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not really own Units B and C. But the evidence shows clearly and without a doubt that Mr. Rafaty is true owner of these units.<sup>6</sup>

During the hearing, the Hearing Officer seemed to have difficulty with the documents, and difficulty understanding Mr. Rafaty, who was on the phone.<sup>7</sup>

**The Hearing Officer Further Violates Multiple Laws by Basing His Decision on His Error, and on His Personal and Anecdotal Speculations Rather Than On Facts**

The Hearing Officer fills in many gaps in the facts by relying on his own personal anecdotes and opinions rather than on facts. For example, the Hearing Officer personally writes that he has difficulty believing that an out-of-state real estate investor would purchase two units sight unseen.<sup>8</sup>

In fact, this is what real estate agents and brokers do for a living. Many real estate investors invest in properties without visiting them first. Mr. Rafaty has invested in other real estate without first visiting it.<sup>9</sup> This is because an in-person investigation is not required when others are available on-site who can vouch for its worth, such as Sousan Rafaty, who has owned Unit A at 4410 Edgewood for more than a year.<sup>10</sup> In fact, Mr.

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<sup>6</sup> See Decl. of Rafaty, Exhibit F, at Exhibit F, paragraph 7.

<sup>7</sup> See Id., paragraph 17.

<sup>8</sup> See Hearing Decision, Exhibit G, page 3, final paragraph.

<sup>9</sup> See Decl. of Rafaty, Exhibit F, at paragraph 15.

<sup>10</sup> See Decl. of Yahaghi, Exhibit E, paragraphs 2, 3, 9; Decl. of Rafaty, Exhibit F, at paragraph 15.

relied on Ms. Yahaghi in his decision to negotiate an agreement to buy Units B and C, as Ms. Yahaghi had own personal knowledge of the 4410 Edgewood units.<sup>11</sup>

Another point of conjecture improperly raised by the Hearing Officer is his disbelief that an out-of-state real estate investor like Mr. Rafaty (whatever the Hearing Officer means by that) would buy real estate without first having an appraisal done by local appraisers.<sup>12</sup> But Mr. Rafaty thoroughly researched the local market before deciding to buy.<sup>13</sup> Mr. Rafaty has real estate investment experience, and collected and analyzed enough information on Units B and C that he concluded it a worthwhile investment.<sup>14</sup> There is no fact here on which a reasonable person may believe there is something “fishy” going on.

### **The Hearing Officer’s Decision Violates Oakland Municipal Code Section 8.22.110**

Under Oakland Municipal Code Sections 8.22.110(A)(D)(3), the decision of the examiner shall be based entirely on evidence placed into the record. The Hearing Officer's decision here is not supported by substantial evidence, and was in fact based on the Hearing Officer’s perceived lack of evidence, confusing two Deeds for one and the same, and a whole lot of conjecture.

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<sup>11</sup> See Decl. of Yahaghi, Exhibit E, paragraphs 2, 3; Decl. of Rafaty, Exhibit F, at paragraph 15.

<sup>12</sup> See Hearing Decision, at Exhibit G, page 3, final paragraph.

<sup>13</sup> See Decl. of Rafaty, Exhibit F, at paragraph 15, 19.

<sup>14</sup> See Id.

**The Hearing Officer's Decision Violates the Rent Adjustment Program  
Regulations (RAPR) Section 8.22.020**

For the Rent Adjustment Program Regulations which govern the hearing, specifically section 8.22.020, "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.<sup>15</sup> Under this definition, Mr. Rafaty is clearly the owner of Units B and C. No one else can be the owner but Mr. Rafaty. The Hearing Officer's decision violates this regulation by ignoring or misinterpreting Mr. Rafaty as being anything but the true rightful owner of Units B and C when the definition of Owner under the RAPR fits Mr. Rafaty in no uncertain way.

To the point, the Hearing Officer's decision that Mr. Rafaty is not a bona fide purchaser for value is a decision based on his mistake of confusing Mr. Rafaty's two Deeds for one and the same. To take away Mr. Rafaty's property exemption based on a mistake and without substantial evidence is an unlawful government taking of Mr. Rafaty's rightfully held title to Units B and C.<sup>16</sup>

The next idea the Hearing Officer writes in his decision is that he has difficulty with is the idea that anyone would sell property to an out-of-state real estate investor like Mr. Rafaty for less than what he paid for it a year earlier. But Mr. Rafaty could have paid a far

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<sup>15</sup> See *Id.*

<sup>16</sup> See *infra*, generally.

less for it and still be properly deemed a bona fide purchaser for value under the laws of the State of California.<sup>17</sup> And, with the tenant in Unit B an attorney already having filed numerous petitions on behalf of herself and the tenant in Unit C, and having threatened repeatedly to sue the previous owner if she did not receive \$70,000 from him, it is understandable that the previous owner would choose to cut and run.

The Hearing Officer writes that he is also extremely curious that Mr. Rafaty would make a down payment of only \$5,000, and that the mortgage would not come from a bank but from another individual.

Again, Mr. Rafaty could have paid a far less for it and still be properly deemed a bona fide purchaser for value. The Hearing Officer does not explain why or how the idea seller-financing so excites his curiosity, nor does he explain how his anecdotal conjectures can magically remove Mr. Rafaty's status as bona fide purchaser of value for Units B and C. Because Mr. Rafaty, and anyone else, should be allowed a fair opportunity to show ownership, Mr. Rafaty attaches to this appeal exhibits which prove without a doubt he is the sole, true owner of Unit B and Unit C.

As a general rule, the Board and Appeal Panels should not conduct evidentiary hearings. When the Board or Appeal Panel determines that additional evidence or

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<sup>17</sup> *Melendrez v. D & I Inv., Inc.* (2005) 127 Cal.App.4th 1238, 1251.

reconsideration of evidence is necessary, the Board or Appeal Panel should remand the matter back to a Hearing Officer for consideration of evidence.<sup>18</sup>

The Rent Adjustment Program Regulations state that, as a general rule, the Board and Appeal Panels should not conduct evidentiary hearings.<sup>19</sup> The Board or Appeal Panel should only consider evidence when the evidence is limited in scope and resolution of the matter more efficient than having it remanded to a Hearing Officer for consideration of the evidence.<sup>20</sup> In order for new evidence to be considered, the party offering the new evidence must show that the new evidence could not have been available at the Hearing Officer proceedings.<sup>21</sup>

The scope of the Exhibits submitted here is limited to proving Mr. Rafaty is the true owner of Units B and C. The declarations describe the mistakes and errors by Mr. Rafaty, Ms. Yahaghi, and most consequently by the Hearing Officer.

**The Exhibits are:**

- A. Deed for Unit B**
- B. Deed for Unit C**
- C. Property Tax Statement for Unit B**
- D. Property Tax Statement for Unit C**

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<sup>18</sup> RAPR 8.22.120(F)(1).

<sup>19</sup> RAPR 8.22.120(F).

<sup>20</sup> Id.

<sup>21</sup> Id.

- E. Declaration of Sousan Yahaghi supporting Mr. Rafaty's ownership.
- F. Declaration of Hossein Rafaty supporting of his ownership.
- G. Hearing Decision [for the convenience of the Board and Appeal Panel]

If the Board or Appeal Panel deems an evidentiary hearing necessary, under the RAPR, the appeal will be continued and the Board will issue a written order setting forth the issues on which the parties may present evidence.<sup>22</sup>

Should the Board or Appeal Panel determine additional evidence or reconsideration of evidence is necessary, Mr. Rafaty respectfully requests the Board and Appeal Panel refer now to Exhibits A-G attached to resolve this mistake quickly in Mr. Rafaty's favor, or to remand the matter to a different Hearing Officer for consideration of evidence.<sup>23</sup>

**The Hearing Officer's Decision is Not Supported by Substantial Evidence. RAPR 8.22.120(B)(5).**

By re-submitting evidence and exhibiting evidence in Exhibits A-G, Mr. Rafaty ensures the board and appeal panel there is at this time a sufficient record now before them to properly evaluate his claim. In the alternative, Mr. Rafaty respectfully requests remand for an additional, evidentiary hearing, should the Board or the Appeal Panel deem

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<sup>22</sup> RAPR 8.22.120(F).

<sup>23</sup> Id.

Exhibits A-G warrant another hearing, so that Mr. Rafaty may submit these documents proving his ownership before a different Hearing Officer.

### What is A Bona Fide Purchaser for Value?

First, there is a provision contained in California Civil Code section 1954.52(a)(3)(B)(ii) that exempts from rent control “[a] condominium dwelling or unit that has ... been sold separately by the subdivider to a bona fide purchaser for value.”<sup>24</sup> Section 1954.52 does not define “bona fide purchaser for value, but generally settled law agrees the two elements of being a bona fide purchaser for value are (1) the buyer purchase the property in good faith for value, and (2) the buyer have no knowledge or notice of the asserted rights of another.<sup>25</sup>

The “bona fide purchaser” language was added to Section 1954.52 when it was amended in 2001, so “the landlord would be required to actually sell a unit, rather than merely initiate the conversion paperwork, in order to have rent controls removed.”<sup>26</sup> This closed a loophole in the statute after some owners had begun to take advantage of the law by obtaining a permit to convert to condominiums, but never completing the conversion process.

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<sup>24</sup> Cal. Civ. Code 1954.52(a)(3)(B)(ii).

<sup>25</sup> *Melendrez v. D & I Inv., Inc.* (2005) 127 Cal.App.4th 1238, 1251.

<sup>26</sup> *Burien, LLC v. Wiley* (2014) 230 Cal.App.4th 1039, 1047.

Of the two elements to being a Bona Fide Purchaser for Value (“BFP”) only the first applies here.<sup>27</sup> The second element is the buyer can have no knowledge of a competing claim.<sup>28</sup> Since there is no competing claim here of ownership to Units B or C alleged by anyone but Mr. Rafaty as the sole owner, we return to the first element.

The first element to being a BFP does not require the buyer's consideration be the fair market value of the property (or anything approaching it).<sup>29</sup> Instead, the buyer need only part with something of value in exchange for the property.<sup>30</sup> Where a BFP “acquires an interest in land and makes an investment in the land, that party is entitled to have his or her expectations protected.”<sup>31</sup> In other words, a BFP like Mr. Rafaty has a protectable right to his or her property.

Mr. Rafaty paid money up front, in good faith, and took on at least one mortgage to buy Units B and C.<sup>32</sup> Since he has properly purchased Units B and C in good faith, he is entitled to have his expectations and investment in it protected.

### **How the Hearing Officer’s Decision Violates Federal, State, and Local Law**

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<sup>27</sup> See *Melendrez et al. v. D & I Investment, Inc.* (2005) 127 Cal.App.4th 1238, at 1251.

<sup>28</sup> See *Id.*

<sup>29</sup> See *Id.*

<sup>30</sup> See *Horton v. Kyburz* (1959) 53 Cal.2d 59, 65–66 [rejecting contention that BFP must give “adequate consideration” sufficient to obtain specific performance of a contract].)

<sup>31</sup> See 14 Powell on Real Property (1999) Transfer by Deed, § 81.A.07[3][d], p. 81A–141.

<sup>32</sup> See Decl. of Rafaty, Exhibit F, at paragraph 19.



Federal, state, and local laws protect our rights to our property against unlawful taking by the government without just compensation. The Hearing Officer, acting under color of law for City of Oakland, County of Alameda, State of California, violates the Fifth and Fourteenth Amendments to the United States Constitution by taking from Mr. Rafaty the status of bona fide ownership.

**The Hearing Officer's Decision Violates the Fifth Amendment of the U.S.  
Constitution**

Mr. Rafaty, who happens to be an Iranian-American citizen, bought Unit B and Unit C in good faith, paid money for them (and continues to make mortgage payments), and has the rightful title of Owner of these two condos.<sup>33</sup> The Hearing Officer's determination that Mr. Rafaty is not a bona fide buyer violates Mr. Rafaty's Constitutional right against government unlawful taking of American citizens' property by robbing Mr. Rafaty of his title to the properties as rightful owner and bona fide purchaser.

**The Hearing Officer's Decision Violates California's Costa-Hawkins Housing Act**

The Fourteenth Amendment applies the protections of the Fifth Amendment to the State. But more on point, the The State of California's Costa-Hawkins Housing Act,

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<sup>33</sup> Under Rent Adjustment Program Regulations Section 8.22.020, "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. See also Exhibits A, B, C, D; Decl. of Rafaty, Exhibit F, at paragraphs 2-10.

California Civil Code Section 1954.52(a)(3), provides that a unit sold separately, such as Unit B and Unit C were sold to Mr. Rafaty, Costa-Hawkins holds that such units are exempt from local rent control - unless it has *not* been sold by the subdivider to a bona fide purchaser for value.” Again, Mr. Rafaty is a bona fide purchaser for value. No facts show otherwise. The Hearing Officer’s decision violates Mr. Rafaty’s property right to an exemption from local government rent control under Costa-Hawkins.

**The Decision is Inconsistent with Decisions Issued by Other Hearing Officers.**

**8.22.120(B)(2)**

If it is reasonable that other Hearing Officers have not decided to unilaterally expand their adjudication to encompass pure speculation and mistake as sound bases for a Decision, the Hearing Officer’s Decision is absolutely inconsistent with decisions issued by other Hearing Officers. Unless other Hearing Officers consistently stray from the facts to extreme conjecture while aiming harmful barbs at their parties accusing them, as the Hearing Officer wrongly accuses Mr. Rafaty, of terrible misdeeds and deceptions, all of which are patently false.<sup>34</sup>

These insults by the Hearing Officer, if allowed to stay in the record, will cause substantial harm to Mr. Rafaty’s good reputation. A reputation on which many people rely.

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<sup>34</sup> See Hearing Decision, Exhibit G, page 3, final paragraph; see also Decl. of Rafaty, Exhibit F, at paragraphs 17-18.

Mr. Rafaty respectfully requests, in any event, the Board or the Appeal Panel strike the final three paragraphs of the Hearing Officer's Decision.

Finally, other Hearing officers do not write Decisions which affect a taking from citizens of their property rights under federal, state and local law, and an infringement on their rights to due process, as the Hearing Officer's erroneous Decision here does.

**The Decision Raises a New Policy Issue That Has Not Previously Been Decided by the Board. 8.22.120(B)(3).**

The Board has not previously decided to enact the policy espoused, practiced and evidenced in the last three paragraphs of the Hearing Officer's Decision. The Board and Appeal Panel should not condone these unwarranted accusations of wrongdoing and should instead immediately reverse the Decision because it is based on the Hearing Officer's procedural errors and harmful speculation and insult.

**Conclusion**

Mr. Rafaty is the true owner and bona fide purchaser for value of 4410 Edgewood Ave., Units B and C, in Oakland, CA 94602. These units are exempt from Rent Ordinance pursuant to Civil Code Section 1954.52(a)(3). The Board and Appeal Panel should correct the Hearing Officer's mistake and unjust decision by reversing the Hearing Officer's decision, by:

1. Granting Petition L17-0015
2. Granting Petition L17-0016
3. Denying Petition T17-0084
4. Denying Petition T17-0086

Further, the Board and Appeal Panel should strike the last three paragraphs of the Hearing Officer's Decision (if not the entire Decision). In these paragraphs, the Hearing Officer without cause accuses Mr. Rafaty of terrible misdeeds and deceptions and misconduct, all of which is patently false. These paragraphs, if allowed to stay in the record, will cause substantial harm to Mr. Rafaty's good reputation - a reputation which many people value, and on which many people rely.

Mr. Rafaty respectfully requests the Board or Appeal Panel take a evaluate Exhibits A-G and resolve this without undue delay by correcting the Hearing Officers mistake-based Decision or, in the alternative, remand to a different Hearing officer for further evidentiary hearing as set forth by the Board or Appeal Panel.

Respectfully submitted,

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Zev Hardman, Attorney for Hossein "Hoss" Rafaty

Page 13 of 14

Hossein "Hoss" Rafaty's Grounds for Appeal

L17-0015; L17-0016; T17-0084; T17-0086 13/39

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# EXHIBIT A

Date: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )SS  
COUNTY OF Alameda )

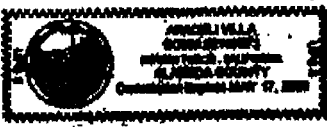
On Nov. 21, 2014 before me, Araceli Villa, Notary Public, personally appeared James Andrea Coleman

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



*This area for official notarial seal*

**RECORDING REQUESTED BY**

James Coleman

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Hossein Rafaty  
180226 Campbell Rd.  
Dallas, Texas 75252



2016334159

12/22/2016 09:27 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
STEVE MANNING  
RECORDING FEE: 21.00  
COUNTY TAX: 449.00  
CITY TAX: 5000.00



3 PGS

Space Above This Line for Recorder's Use Only

A.P.N.: 024-0548-039-00

File No.: \_\_\_\_\_

**GRANT DEED \$400,000.00**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ 440 ; CITY TRANSFER TAX \$ 5,000 ;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of \_\_\_\_\_, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James Coleman, An Unmarried Man

*James Coleman*

hereby GRANTS to

Hossein Rafaty, An Unmarried Man,

the following described property in the City of Oakland, County of Alameda, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE EXHIBIT A.

A.P.N.: 024-0548-039-00

File No.: \_\_\_\_\_

Dated: 4/21/16

*James Coleman*

JAMES COLEMAN - AKA JAMES ANDREW COLEMAN

Mail Tax Statements To: SAME AS ABOVE

RECEIVED IN POOR CONDITION  
Legibility for microfilming and copying is  
unsatisfactory in a portion of this document.  
Steve Manning, County Recorder



**EXHIBIT "A"**  
**Legal Description**

**For APN/Parcel ID(s): 024-0546-039-00**

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**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:**

**Parcel One:**

Condominium Unit 4410/B of Lot 1 of Parcel Map No. 9483, filed September 26, 2007, in Book 302 of Parcel Maps, Pages 17 and 18, Official Records of Alameda County Records ("Official Records"), as such unit is shown on the Condominium Plan ("Plan") attached as an exhibit to the Declaration of Covenants, Conditions and Restrictions of 4410 Edgewood Avenue recorded April 25, 2008, Series No. 2008-140263 and as amended by First Amendment recorded April 28, 2015, Series No. 2015-110393 (collectively hereinafter referenced as the "Declaration"), Official Records, along with any further amendments recorded pursuant thereto.

**Parcel Two:**

An undivided 1/3rd interest as tenant in common in and to the Common Area lying within said Lot 1 of Parcel Map No. 9483, as shown on the Plan and defined in the Declaration, excepting and reserving therefrom the following:

- A.) All condominium units shown on the Plan and described in the Declaration.
- B.) Restricted Common Areas for possession, use and enjoyment of those areas designated on the Plan and defined in the Declaration.
- C.) Non-Exclusive easements for use, enjoyment, ingress, egress and support in and to the Common Area as shown on the Plan and described in the Declaration.
- D.) All easements as defined in the Declaration.

**Parcel Three:**

Non-Exclusive easements for use, enjoyment, ingress, egress and support in and to the Common Area as shown on the Plan and described in the Declaration, for the benefit of Parcel One hereinabove.

**Parcel Four:**

Restricted Common Area use easements, as shown on the Plan and described in the Declaration, appurtenant to Parcel One hereinabove, for the possession, use and enjoyment of:

- A. Garage G-B
- B. Steps ST-B
- C. Deck D-B

**RECORDING REQUESTED BY**

Christopher Tse

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Hossein Rafaty  
18926 Campbell Rd.  
Dallas, Texas 75252



2016334161

12/22/2016 09:27 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
STEVE HANNING  
RECORDING FEE: 21.00  
COUNTY TAX: 446.00  
CITY TAX: 8800.00



3 PGS

Handwritten initials: W, H, H

Space Above This Line for Recorder's Use Only

A.P.N.: 024-0548-040-00

File No.: \_\_\_\_\_

**GRANT DEED \$400,000.00**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ 440; CITY TRANSFER TAX \$ 8,000

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of \_\_\_\_\_, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Christopher Tse, An Unmarried Man

hereby GRANTS to

Hossein Rafaty, An Unmarried Man

the following described property in the City of Oakland, County of Alameda, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE EXHIBIT A.

A.P.N.: 024-0548-040-00

File No.: \_\_\_\_\_

Dated: 12.12.16

CHRISTOPHER TSE

Mail Tax Statements To: **SAME AS ABOVE**

Date: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )  
COUNTY OF Alameda )

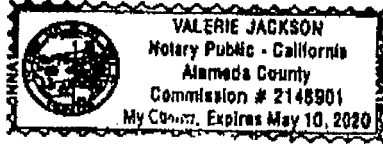
On 12/12/2016 before me, Valerie Jackson, Notary Public, personally appeared Christopher Lee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valerie Jackson



*This area for official notarial seal*

**Attachment "A"**  
**LEGAL DESCRIPTION**

**For APN/Parcel ID(s): 024-0546-040-00**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**Parcel One:**

Condominium Unit 4410/C of Lot 1 of Parcel Map No. 9483, filed September 26, 2007, in Book 302 of Parcel Maps, Pages 17 and 18. Official Records of Alameda County Records ("Official Records"), as such unit is shown on the Condominium Plan ("Plan") attached as an exhibit to the Declaration of Covenants, Conditions and Restrictions of 4410 Edgewood Avenue recorded April 25, 2008, Series No. 2008-140263 and as amended by First Amendment recorded April 28, 2015, Series No. 2015-110393 (collectively hereinafter referenced as the "Declaration"), Official Records, along with any further amendments recorded pursuant thereto.

**Parcel Two:**

An undivided 1/3<sup>rd</sup> interest as tenant in common in and to the Common Area lying within said Lot 1 of Parcel Map No. 9483, as shown on the Plan and defined in the Declaration, excepting and reserving therefrom the following:

- A) All condominium units shown on the Plan and described in the Declaration.
- B) Restricted Common Areas for possession, use and enjoyment of those areas designated on the Plan and defined in the Declaration.
- C) Non-Exclusive easements for use, enjoyment, ingress, egress and support in and to the Common Area as shown on the Plan and described in the Declaration.
- D) All easements as defined in the Declaration.

**Parcel Three:**

Non-Exclusive easements for use, enjoyment, ingress, egress and support in and to the Common Area as shown on the Plan and described in the Declaration, for the benefit of Parcel One hereinabove.

**Parcel Four:**

Restricted Common Area use easements, as shown in the Plan and described in the Declaration, appurtenant to Parcel One hereinabove, for the possession use and enjoyment of:

- A. Garage G-C
- B. Steps ST-C
- C. Deck D-C

# EXHIBIT C

For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017  
**ALAMEDA COUNTY**  
**SUPPLEMENTAL PROPERTY TAX STATEMENT**

Henry C. Levy, Treasurer and Tax Collector  
 1221 Oak Street, Room 131  
 Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
24-546-39	63263200	17-001	

Location of Property  
 4410 EDGEWOOD AVE, OAKLAND  
 Assessed to on January 1, 2017  
 RAFATY HOSSEIN

MAILING ADDRESS NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	-270.00
VOTER APPROVED DEBT SERVICE		
CITY OF OAKLAND 1	0.1961 %	-52.93
SCHOOL UNIFIED	0.1151 %	-31.08
SCHOOL COMM COLL	0.0256 %	-6.91
BAY AREA RAPID TRANSIT	0.0080 %	-2.16
EAST BAY REGIONAL PARK	0.0032 %	-.86
EBMUD SPEC DIST 1	0.0028 %	-.76
<b>TOTAL</b>	<b>1.3508 %</b>	<b>-364.70</b>

Supplemental Value Computation Worksheet				
Description	New Value	- 2016-2017 Roll Value	- Prior Supp. Assessment	= Supplemental Assessment
LAND IMPROVEMENTS	120,000	136,000		-16,000
	280,000	318,000		-38,000
<b>TOTAL</b>	<b>400,000</b>	<b>454,000</b>		<b>-54,000</b>
PLUS DISCONTINUED EXISTING EXEMPTION				
<b>GROSS ASSESSMENT</b>				<b>-54,000</b>

Tax Computation Worksheet					
Description	Supplemental Assessment	x Tax Rate	= Tax Amount	x Pro Rate Factor	= Tax Due
GROSS ASSESSMENT & TAX	-54,000	1.3508%	-729.43	50.00%	-364.70
NET ASSESSMENT & TAX	-54,000	1.3508%	-729.43	50.00%	-364.70
<b>TOTAL AMOUNT DUE</b>					<b>-\$364.70</b>

This supplemental property tax bill is IN ADDITION TO THE REGULAR PROPERTY TAX BILL. CHANGE OF OWNERSHIP DECEMBER 22, 2016

**Please Read Important Messages**

- A fee of \$61.00 will be imposed on all returned or dishonored payments.
- This bill is as of September 27, 2017 5:56 PM and its accuracy may be affected by pending payments and corrections.
- Prior Notice Mailed by the Assessor 4/7/2017
- Subscribe to receive email alerts about important property tax dates  
[@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)
- Echecks accepted online through June 30  
[@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)
- Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online [@http://www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30. A convenience fee equal to 2.5% of the tax amount due will be add to your total payment.

**Supplemental Tax Payment Information**

The TOTAL AMOUNT DUE is payable by two installments that must be paid by the dates indicated on the installment payment remittance stubs attached to this bill. If the taxes are not paid, a 10% delinquent penalty attaches at 5 p.m. of the date indicated on each installment stub. A \$10 cost also attaches when the second installment becomes delinquent. In addition to the 10% delinquent penalty and \$10 cost, it will be necessary to pay redemption penalties and a redemption fee from JULY 2, 2018.

Please remit payment of supplemental property tax bills by a separate check from regular property tax bill payments.

**IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.**

**SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB**

**2 INTERNET COPY**

PARCEL NO. 24-546-39  
 TRACER NO. 63263200

Pay this amount after **NOVEMBER 30, 2017**  
 (This includes delinquent penalty of 10% and \$10.00 cost)

Amounts Not Valid After June 30, 2018

**FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB**

**1 INTERNET COPY**

PARCEL NO. 24-546-39  
 TRACER NO. 63263200

Pay this amount after **JULY 31, 2017**  
 (This includes delinquent penalty of 10%)

Amounts Not Valid After June 30, 2018

Tax Collector's Office Payment Questions, Credit Card Payments (510) 272-6800  
 Assessor's Office Valuation/Exemption (510) 272-3787 (510) 272-3770

24/39  
 000178

# EXHIBIT D

# 2016-2017 INTERNET COPY

For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

## ALAMEDA COUNTY SUPPLEMENTAL PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
24-546-40	63670400	17-001	

Location of Property  
4410 EDGEWOOD AVE, OAKLAND  
Assessed to on January 1, 2017  
RAFATY HOSSEIN

MAILING ADDRESS NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	626.31
VOTER APPROVED DEBT SERVICE		
CITY OF OAKLAND 1	0.1961 %	122.81
SCHOOL UNIFIED	0.1151 %	72.09
SCHOOL COMM COLL	0.0256 %	16.03
BAY AREA RAPID TRANSIT	0.0080 %	5.01
EAST BAY REGIONAL PARK	0.0032 %	2.00
EBMUD SPEC DIST 1	0.0028 %	1.75
<b>TOTAL</b>	<b>1.3508 %</b>	<b>846.00</b>

Supplemental Value Computation Worksheet				
Description	New Value	- 2016-2017 Roll Value	- Prior Supp. Assessment	= Supplemental Assessment
LAND	120,000	82,421		37,579
IMPROVEMENTS	280,000	192,318		87,682
<b>TOTAL</b>	<b>400,000</b>	<b>274,739</b>		<b>125,261</b>
PLUS DISCONTINUED EXISTING EXEMPTION				
<b>GROSS ASSESSMENT</b>				<b>125,261</b>

Tax Computation Worksheet					
Description	Supplemental Assessment	x Tax Rate	= Tax Amount	x Pro Rate Factor	= Tax Due
GROSS ASSESSMENT & TAX	125,261	1.3508%	1,692.02	50.00%	846.00
NET ASSESSMENT & TAX	125,261	1.3508%	1,692.02	50.00%	846.00
<b>TOTAL AMOUNT DUE</b>					<b>\$846.00</b>

This supplemental property tax bill is IN ADDITION TO THE REGULAR PROPERTY TAX BILL. CHANGE OF OWNERSHIP DECEMBER 22, 2016

### Please Read Important Messages

- A fee of \$61.00 will be imposed on all returned or dishonored payments.
- This bill is as of September 27, 2017 5:54 PM and its accuracy may be affected by pending payments and corrections.
- Prior Notice Mailed by the Assessor 5/12/2017
- Subscribe to receive email alerts about important property tax dates  
@<http://www.acgov.org/propertytax/>.
- Echecks accepted online through June 30  
@<http://www.acgov.org/propertytax/>.
- Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/mobile/apps/> through June 30. A convenience fee equal to 2.5% of the tax amount due will be add to your total payment.

### Supplemental Tax Payment Information

The TOTAL AMOUNT DUE is payable by two installments that must be paid by the dates indicated on the installment payment remittance stubs attached to this bill. If the taxes are not paid, a 10% delinquent penalty attaches at 5 p.m. of the date indicated on each installment stub. A \$10 cost also attaches when the second installment becomes delinquent. In addition to the 10% delinquent penalty and \$10 cost, it will be necessary to pay redemption penalties and a redemption fee from JULY 2, 2018.

Please remit payment of supplemental property tax bills by a separate check from regular property tax bill payments.

**IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.**

Tax Collector's Office Payment Questions, Credit Card Payments (510) 272-6800  
Assessor's Office Valuation/Exemption (510) 272-3787 (510) 272-3770

### SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

**2** INTERNET COPY  
THIS AMOUNT DUE APR 10, 2018 ==> \$ 423.00

Pay this amount after APRIL 10, 2018 (This includes delinquent penalty of 10% and \$10.00 cost) **\$ 475.30**

Amounts Not Valid After June 30, 2018

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

1708 6636704002 4000042300 00000000

### FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

**1** INTERNET COPY  
THIS AMOUNT DUE DEC 11, 2017 ==> \$ 423.00

Pay this amount after DECEMBER 11, 2017 (This includes delinquent penalty of 10%) **\$ 465.30**

Amounts Not Valid After June 30, 2018

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

1708 8636704001 4000042300 00000000