

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
REGULAR MEETING**

**January 26, 2017
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
 - i. Approval of minutes, January 12, 2017
 - ii. Approval of draft decisions in cases:
 - a. T15-0576; Kellybrew v. Lewis
 - b. T15-0420; Sabrah v. Beacon
 - c. T15-0374 & T16-0175; Didrickson v. Dang
4. OPEN FORUM
5. NEW BUSINESS
 - i. Appeal Hearings in cases:
 - a. T16-0073; Ullman v. Tse
 - b. L15-0060; Lin v. Tenant
T15-0269; Attarzadeh v. Lin
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2017 JAN 18 PM 3:38

Accessibility. The meeting is held in a wheelchair accessible facility. Contact the office of the City Clerk, City Hall, One Frank Ogawa Plaza, or call (510) 238-3611 (voice) or

(510) 839-6451 (TTY) to arrange for the following services: 1) Sign interpreters; 2) Phone ear hearing device for the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event.

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

Service Animals / Emotional Support Animals: The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use 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**

**Regular Meeting
January 12, 2017
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

DRAFT MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:05 p.m. by Board Chair, Jessie Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Tyfahra Singleton	Tenant		X	
Beverly Williams	Homeowner			X
Karen Friedman	Landlord	X		
Noah Frigault	Tenant	X		
Ramona Chang	Landlord	X		
Jessica Warner	Homeowner	X		

Staff Present

Richard Illgen	Deputy City Attorney
Kent Qian	Deputy City Attorney*
Connie Taylor	Rent Adjustment Program Manager

3. CONSENT ITEMS

- i. Approval of Minutes for December 8, 2016
- ii. Approval of draft decisions in:
 - a. L14-0065; CNML Properties LLC v. Tenants
 - b. T15-0360; Harrison v. Solares

N. Figault made a motion to approve the draft minutes with corrections. K. Friedman seconded. The Board voted as follows:

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Aye: N. Frigault, J. Warner, R. Chang, K. Friedman
Nay: 0
Abstained: 0

The motion was approved by consensus.

Speakers:

Stephen Judson

J. Warner made a motion that staff make changes suggested by City Attorney which will be reviewed by the Board Chair and not returned to the Board. K. Friedman offered friendly amendment that Board members will receive a copy of corrected draft decisions by e-mail. R. Chang seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang, K. Friedman
Nay: 0
Abstained: 0

The motion was approved by consensus.

4. OPEN FORUM

Speakers:

James Vann
Kathleen Solaris

5. NEW BUSINESS

- i. Appeal Hearing in cases:
 - a. T15-0374; Didrickson v. Dang

Appearances:

Landlord

Ted Dang
Collin Dyer

Tenants

Carlos Didrickson
Glenda Didrickson

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Rebuttal

All parties offered rebuttal

Board Discussion

After Board discussion and questions to both parties, N. Frigault made a motion to affirm the decision based on substantial evidence presented by the Hearing Officer. J. Warner seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang,

Nay: K. Friedman

Abstained: 0

The motion carried.

a. T16-0175; Didrickson v. Dang

J. Warner made a motion to affirm the Hearing Officer's decision based on substantial evidence presented by the Hearing Officer. N. Frigault seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang

Nay: K. Friedman

Abstained: 0

b. T15-0576; Kellybrew v. Lewis

Appearances:

Tenant

James Kellybrew

Landlord

James L. Lewis

Rebuttal

All parties offered rebuttal.

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Board Discussion

After Board discussion and questions to both parties, K. Friedman made a motion to affirm the Hearing Officer's decision based on substantial evidence to support it. R. Chang seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang, K. Friedman
Nay: 0
Abstained: 0

The motion was approved by consensus.

c. T15-0420; Sabrah v. Beacon

Appearances:

Tenant

Waleed Sabrah

Landlord

Erin Young

Rebuttal

All parties offered rebuttal.

Board Discussion

After Board discussion and questions to both parties, K. Friedman made a motion to remand the case for a hearing on all of the issues based on the fact that the document asking for a continuance by both parties was received by the Rent Program as noted in the activity log of the case file. N. Frigault seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang, K. Friedman
Nay: 0
Abstained: 0

The motion carried by consensus.

7. SCHEDULING AND REPORTS

1. Schedule discussion of Board attendance.
2. Schedule discussion and possible action on Just Cause Regulations for a meeting in February, as many Board members will be out of town on January 26, 2017.

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8. ADJOURNMENT

J. Warner made motion to adjourn. N. Frigualt seconded. The meeting was adjourned by consensus at 9:55 p.m.

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CITY OF OAKLAND

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

TEL (510) 2383721
FAX(510)238-6181
TDD(510)238-3254

HOUSING, RESIDENTIAL, RENT AND RELOCATION BOARD

DRAFT APPEAL DECISION

CASE NUMBER: T15-0576, Kellybrew v. Lewis

APPEAL HEARING: January 12, 2017

PROPERTY ADDRESS: 201 Athol Ave., No. 107
Oakland, CA

APPEARANCES: James Kellybrew Tenant Appellant
James Lewis Owner Appellee

Procedural Background

The tenant filed a petition alleging decreased housing services and a code violation. The Hearing Decision denied the tenant petition.

Grounds for Appeal-Owner

The tenant appealed the Hearing Decision on the following grounds:

- The decision is not supported by substantial evidence;

Appeal Decision

After Board discussion and questions to both parties K. Friedman moved to affirm the Hearing Officer's decision based on substantial evidence to support it. R. Chang seconded .

The Board voted as follows:

Aye: N. Frigault, K. Friedman, R. Chang. J. Warner

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Nay: 0
Abstain:

The motion was approved by consensus.

NOTICE TO PARTIES

Pursuant to Ordinance No (s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

CONNIE TAYLOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

DATE

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

TEL (510) 238-3721
FAX (510) 238-6181
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Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T15-0420, Sabrah v. Beacon
APPEAL HEARING: January 12, 2017
PROPERTY ADDRESS: 37 Moss Avenue, No. 10
Oakland, CA
APPEARANCES: Waleed Sabrah Tenant Appellant
Erin Young Owner Representative

Procedural Background

The tenant filed a petition on August 11, 2015, which contested a monthly rent increase from \$1,277.00 to \$1,340.00 and also claimed decreased housing services. The tenant requested a postponement of the hearing scheduled for December 15, 2015, which was granted, and the hearing was re-scheduled for February 11, 2016.

Pursuant to Section 8.22.110-Hearing Procedure-A-Postponements- a party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

On January 27, 2016, the tenant requested a second postponement on the grounds that he was attending a conference in Anaheim on February 11, 2016. The reason was that the tenant just realized that he was attending a trade show in Anaheim on the date of the hearing. He did not provide any documentation of pre-arranged travel as of December 15, 2015, the date of the Order which granted the first continuance.

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On February 8, 2016, the tenant requested mediation but did not submit any written request for a mediation.

The Hearing Officer determined that the tenant had already been granted a continuance, the second request for postponement was received two weeks prior to the hearing on February 11, 2016, and concluded that this did not constitute an extraordinary circumstance.

The tenant did not appear at the Hearing and the Hearing Officer dismissed the tenant petition.

Grounds for Appeal

The tenant filed an appeal on February 8, 2016, and contends the following:

- The decision is inconsistent with OMC Chapter 8.22, Rent Board regulations or prior decisions of the Board.
- The decision is not supported by substantial evidence;

Appeal Decision

After Board discussion and questions to both parties, K. Friedman moved to remand the case for a hearing on all the issues based on the fact that the document asking for a continuance by both parties was received by the Rent Program as noted in the activity log of the case file. N. Frigault seconded. The Board voted as follows:

Aye: J. Warner, K. Friedman, N. Frigault, R. Chang
Abstain 0
Nay 0

The motion was approved by consensus.

NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

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YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

CONNIE TAYLOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

DATE



CITY OF OAKLAND

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

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Housing, Residential Rent and Relocation Board (HRRRB)

DRAFT APPEAL DECISIONS

CASE NUMBER: T15-0374, Didrickson v. Dang
APPEAL HEARING: January 12, 2017
PROPERTY ADDRESS: 2230 Lakeshore Ave., No. 7
Oakland, CA
APPEARANCES: Carlos Didrickson Tenant
Glenda Didrickson Tenant
Ted Dang Owner Representative
Collin Dyer Owner Representative

Procedural Background

The tenants filed a petition which contested a rent increase from \$2,725 to \$2,895, effective August 1, 2015, and also claimed decreased housing services.

Hearing Decision

The Hearing Decision stated that the tenants' base rent was \$2,875.93. and granted a 18% restitution for decreased housing services which encompassed various time periods. The amount of restitution granted totaled \$2,302.21. The Hearing Decision also granted a continuing decrease of 9% for ongoing decreased housing services.

Grounds for Appeal

The owner filed an appeal on February 19, 2016, contending that the decision raises a new policy issue that has not been decided by the Board. The

tenants also filed an appeal on February 19, 2016, and stated that the decision is inconsistent with decisions issued by other hearing officers.

Appeal Decision

After Board discussion and questions to both parties N. Frigault moved to affirm the Hearing Decision based on substantial evidence presented by the Hearing Officer. J. Warner seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang
Nay: K. Friedman

The motion carried.

CASE NO. & NAME **T16-0175-Didrickson v. Dang**
APPEAL HEARING: **January 12, 2017**
PROPERTY ADDRESS: **2230 Lakeshore Ave., No. 7**
 Oakland, CA
APPEARANCES: **Carlos Didrickson Tenant**
 Glenda Didrickson Tenant
 Ted Dang Owner Representative
 Collin Dyer Owner Represent

Procedural Background

The tenants contested a rent increase from \$2,725 to \$2,875.93 effective April 1, 2016, and from \$2,725.00 to \$3,043.00 effective August 2015, and claimed decreased housing services, code violations, no written summary of the justification for the increases and no concurrent RAP notice.

Hearing Decision

The Hearing Decision took official notice of the base rent of \$2,875.93 and Order regarding restoration of rent upon repairs in Case No. T15-0374, and granted a monthly C.P.I. increase of \$48.89, totaling \$2,924.82.

Due to a rent overpayment of \$4,370.00 the monthly rent was set at \$2,054.67 from September through November 2016, \$2,328.82 from December 2016 through March 2017 and reduction of \$364.17 from April 2017 to August 2017.

Grounds for Appeal

The owner filed an appeal on August 23, 2016, on the following grounds:

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board;
- The decision is inconsistent with decisions issued by other hearing officers.
- The decision is not supported by substantial evidence.

Appeal Decision

J. Warner moved to affirm the Hearing Officer's decision based on substantial evidence presented by the Hearing Officer. N. Frigault seconded. The Board voted as follows:

Aye: N. Frigault, J. Warner, R. Chang
Nay: K. Friedman
Abstained: 0

NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

CONNIE TAYLOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

DATE

CHRONOLOGICAL CASE REPORT

Case No.: L15-0060 & T15-0269
Case Name: Lin v. Tenant & Attarzadeh v. Lin
Property Address: 222 Broadway, Unit# 1002, Oakland, CA
Parties: Leila Attarzadeh (Tenant)
ShuZu Lin (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 26, 2015
Landlord Response filed	June 5, 2015
Landlord Petition filed	October 8, 2015
Order to Consolidate Cases issued	October 23, 2015
Tenant Response filed	November 19, 2015
Hearing Decision issued	March 28, 2016
Tenant Appeal filed	April 18, 2016

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City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721	2016 APR 18 AM 11:55 <p style="text-align: center;">APPEAL</p>
Appellant's Name Leila Attarzadeh	Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 222 Broadway, Unit # 1002, Oakland, CA 94607	
Appellant's Mailing Address (For receipt of notices) 222 Broadway, Unit # 1002 Oakland, CA 94607	Case Number T15-0269 L15-0060 Date of Decision appealed March 16, 2016
Name of Representative (if any) DAVID H. BREMER Tenant's Attorney	Representative's Mailing Address (For notices) Monty White LLP 1000 Fourth Street, Suite 425 San Rafael, CA 94901


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 7. 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 April 18, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	ShuZu(Nicole) Lin
<u>Address</u>	636 Fan Tail Way # 908
<u>City, State Zip</u>	Redwood City, CA 94063
<u>Name</u>	Hsiao - Ching Chen
<u>Address</u>	835 Rollin St.
<u>City, State Zip</u>	South Pasadena, CA 91030

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	<u>April 18, 2016</u> DATE
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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.

CASE NO. T15-0269, ATTARZADEH v. LIN

CASE NO. L15-0060, LIN v. TENANT

ATTACHMENTS TO APPELLANT'S APPEAL FROM HEARING DECISION

Date of Decision: 3/16/16

Proof of Service: 3/28/16

It is the position of Appellant (Leila Attarzadeh) that the hearing decision referred to above is not supported by substantial evidence as explained below. Furthermore, ShuZu (Nicole) Lin, as the purported owner of the rental unit in question, was contractually bound to lease the unit in question to Appellant, and Ms. Lin is in breach of her contractual obligations. Moreover, Ms. Lin is guilty of retaliation in serving a Notice to Vacate upon Appellant, once again in violation of her contractual obligations to Appellant.

Appellant entered into a lease agreement with Ms. Lin in the building known as 222 Broadway, Unit 1002, in October 2012. The rental charged by Ms. Lin at that time was \$2,150.00 per month. Thereafter, in October 2014 Ms. Lin sought a \$50.00 rent increase to become effective in November 2014 and promised Appellant that this new rent would be effective through the end of 2015. However, shortly thereafter, on November 4, 2014, Ms. Lin sought a \$200.00 per month increase in rent to become effective March 1, 2015.

Thereafter, Appellant complained to Ms. Lin that the latest effort to raise her rent was inappropriate and contrary to their prior agreement that the October 2014 rent increase of \$50.00 would remain in effect through the end of 2015. On March 23, 2015, the law firm of Lvovich & Szucsko wrote to Ms. Lin on behalf of Appellant regarding Appellant's rights of quiet enjoyment of her apartment, a copy of which is attached hereto. On March 24, 2015, Ms. Lin served a 60-day Notice to Vacate upon Appellant, a copy of which is attached. The Notice to Vacate is clearly in retaliation to the letter received from the Lvovich & Szucsko law firm as noted above, and additionally violated the agreement regarding the tenancy rights of the Appellant throughout the year 2015 and beyond.

A further explanation of the background of the concerns the Appellant had with Ms. Lin over the quiet enjoyment of her apartment is contained in Appellant's memorandum of April 6, 2015, a copy of which is attached .

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Shortly after the Notice to Vacate was served upon the Appellant, I was retained by the Appellant to represent her interests in this matter, including Appellant's Tenant Petition and with reference to Ms. Lin's Petition seeking a Certificate of Exemption.

As reflected by the record below, at the time of the hearing on February 16, 2016, before Hearing Officer Linda M. Moroz, Ms. Lin refused to state or produce evidence regarding the nature of how she obtained the apartment unit in question. I examined Ms. Lin at some length and indicated that the records of the Alameda County Recorder's Office indicated that other individuals were involved in the ownership of this unit, and it was unclear whether she was the sole owner of this unit, and, if so, how that occurred. Ms. Lin refused to answer questions, and, in effect, stated that it was none of Appellant's business. Ms. Lin stated that the document called a Name Correction Deed was sufficient to reflect her ownership of the unit in question. Appellant disagrees with this position and asserts that it is incumbent upon Ms. Lin to carry her burden of proof that she owns the unit in question to produce the deed that grants title to her, which would allow her, in turn, to rent the unit in question to the Appellant.



Lvovich
Szucsko P.C.

1000 Broadway St., Suite 1000

San Francisco, CA 94102

Phone: (415) 774-1111

1000 Broadway St., Suite 1000

San Francisco, CA 94102

www.lvovichszucsko.com

March 23, 2015

Via Email and U.S. Mail
nicolelin@hotmail.com

Ms. Nicole Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Re: Our client: Leila Attarzadeh; Property Address: 222 Broadway St., #1002, Oakland, CA

Dear Ms. Lin:

Our office represents Ms. Leila Attarzadeh, your tenant at the above-listed property. As an initial matter, please take all necessary steps to preserve all writings and other documents of every kind, irrespective of format or medium, that are in your possession, custody or control pertaining to Ms. Attarzadeh and the property identified herein.

As you should be aware, under California law, every tenancy carries a covenant of quiet enjoyment with which the landlord is required to comply. Cal. Civ. Code § 1927. The covenant obliges the landlord not, by act or omission, to interfere with the tenant's right to use and enjoy the property for the purposes contemplated by the lease. *Avalon Pacific-Santa Ana, L.P. v. HD Supply Repair & Remodel, LLC* (2011) 192 Cal.App.4th 1183, 1191. In addition, California laws requires written notice before entry into a residential unit, absent an emergency, and that such entry be for permissible and necessary purposes. Cal. Civ. Code § 1954. Unfortunately, since 2013, Ms. Attarzadeh's quiet enjoyment, including her right to notice before entry, has been repeatedly breached in ways including, but not limited to:

- Excessive off-hours noise from various construction and/or repair projects being conducted in the building;
- The unauthorized removal of an on-site key and multiple entries into Ms. Attarzadeh's unit without notice or authorization, including forced entry using a locksmith;
- Repeated unnecessary inspections of Ms. Attarzadeh's unit, requiring the interruption of her schedule and time away from work.

Despite repeated attempts to resolve these issues with you, the off-hours noise and repeated requests for entry continue to date. Even more problematic is your recent increase of Ms. Attarzadeh's rent, despite the ongoing breaches of her tenancy rights, and directly after a conversation with you regarding the same. Any negative action, including an increase in rent, taken by a landlord within 180 days of a tenant's lawful exercise of her rights is presumed retaliatory, and it becomes the landlord's burden to establish a non-retaliatory basis for the action. Cal. Civ. Code § 1942.5. Given that you increased Ms. Attarzadeh's rent less than five months ago, adequate justification for the March 2015 increase is unlikely at best, and the increase must be withdrawn immediately.

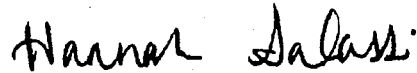
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Damages for breach of the covenant of quiet enjoyment, violation of notice requirements and retaliation include, *inter alia*, the difference between the rent paid and the value of the tenancy in light of the unlawful conduct, statutory penalties, punitive damages. In addition, in any action arising from the lease agreement, the prevailing party is entitled to recover attorneys fee and costs.

Ms. Attarzadeh has made repeated efforts to resolve the problems outlined above, to no avail. Although litigation is a last resort, Ms. Attarzadeh is unwilling to allow these breaches to continue unabated. Please ensure that the building's management, who is acting as your agent with regard to Ms. Attarzadeh's tenancy, address the off-hours noise issues, and provide full and adequate notice of any entry (as previously agreed, no less than 30 days unless outside circumstances make that impossible), and that such entry is reasonably and necessary. Finally, you must withdraw the March 2015 rent increase on or before March 30, 2015.

Thank you for your prompt attention to this matter.

Sincerely,



Hannah R. Salassi, Esq.

cc: Leila Attarzadeh (via email)

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4.

60-DAY NOTICE TO VACATE

(For Use by Residential Landlord)

To Tenant: Items left blank or unchecked are not applicable.

NOTE: A residential landlord may terminate the month-to-month tenancy of a tenant who has resided on the property for one year or more by giving sixty (60) days written notice to the tenant. [Calif. Civil Code §1946.1]

FACTS:

You are a Tenant under a rental agreement or expired lease dated 10/13/2012, at Oakland, California, entered into by Leila Attarzadeh, as the Tenant, and Shuzu Lin, as the Landlord, regarding real estate referred to as 222 Broadway #1002, Oakland CA 94607

NOTICE:

1. This notice is intended as at least a sixty (60) day notice prior to termination of your month-to-month tenancy.
2. On or before 5/31, 2015, a date at least sixty (60) days after service of this notice, you will vacate and deliver possession of the premises to Landlord on 222 Broadway #1002, Oakland CA 94607.
3. Rents due and payable by you prior to the date to vacate include:
 - a. Monthly rent of \$2,350.00, due 4/1 & 5/1, 2015; and
 - b. Prorated rent of \$_____ through the date to vacate, due _____, 20_____.
4. Landlord acknowledges the prior receipt of \$2,150.00 as your security deposit.
 - 4.1 Within 21 days after you vacate, Landlord will furnish you a written statement and explanation of any deductions from the deposit, and a refund of the remaining amount. [Calif. Civil Code §1950.5(f)]
 - 4.2 Landlord may deduct only those amounts necessary to:
 - a. Reimburse for Tenant defaults in rental payments;
 - b. Repair damages to the premises caused by Tenant (ordinary wear and tear excluded);
 - c. Clean the premises, if necessary;
 - d. Reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.
5. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.
6. Please contact the undersigned to arrange a time to review the condition of the premises before you vacate.
7. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.
8. The reason for termination is at will. 24 hours advance notice of the entry can also be delivered via written email.
(complete if required by rent control ordinance or Section 8 housing)

Date: 3/24, 2015

Landlord/Agent: Shuzu Lin

Signature: _____

Address: 636 Fan Tail Way #908, Redwood City CA

Phone: 510-8131296

Fax: _____

E-mail: nicolelin@hotmail.com

000023

Bremer

From: Leila Attarzadeh <leila.attarzadeh@gmail.com>
Sent: Monday, April 06, 2015 5:00 PM
To: bremer@lucasvalley.net
Subject: Background Bullet Points

Dear Mr. Bremer,

Here are some brief bullet points. I am happy to provide more information/detail/context if that would be helpful. I also have e-mail messages that might be helpful to clarify this outline. Thank you very much in advance.

- I moved into the unit (222 Broadway, #1002 Oakland, 94607) in October 2012;
- The unit I rent is a condo within a multi-unit building (built sometime around 2009);
- Rent was \$2,150/month;
- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months later, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit (others heard it as well, but some owners do not live onsite full-time);
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I called on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- I have been a good tenant (rent always paid on time -- or early; I have taken time off to facilitate the delivery/installation/inspection of appliances, some of which malfunctioned and caused damage; when my bank made a one time error with auto pay, I paid all late rent fees for the days it took for a paper check to arrive; due to a medical emergency, I had no paycheck from my employer for an extended period of time, and during my medical leave I continued to pay rent on time -- or early, and never requested a reduction in rent or arrangements around rent payment);
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;

- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- I received a rent increase in October 2014 to \$2,200 (I began paying this);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;
- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- I have expressed my concern about this directly to my landlord;
- Two requests for access to the unit in February 2015 have already been made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which has felt retaliatory;
- I don't believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations;
- My understanding is that this increase exceeds the number of rent increases typically allowed during a twelve month period, and the percentage exceeds typical "banked rent" adjustments, which she is now citing;
- I have been concerned about bringing anything of importance to the attention of my landlord due to fear of retaliation in the form of unreasonable rent increases that would force me to leave at the height of the rental market;
- I don't believe that this increase was reasonable, and I am concerned that my landlord's actions are unpredictable and retaliatory;
- This is causing me a great deal of stress and time from work to resolve, and this (in addition to the advice from a housing rights expert with the City of Oakland) is why I have contacted you for assistance and advice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF MARIN

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is 1000 Fourth Street Street, Suite 425, San Rafael, CA 94901

On April 18, 2016, I served true copies of the following document(s) described as on the interested parties in this action as follows:

APPEAL FROM HEARING DECISION OF MARCH 16, 2016

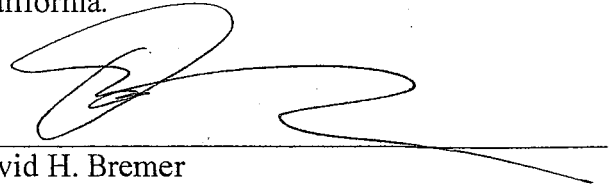
BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed below and placed the envelope in a sealed envelope with postage fully prepaid for collection and mailing, following our ordinary business practices. . I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at San Rafael, California.

Hsiao-Ching Chen
835 Rollin Street
South Pasadena, CA 91030

Shu Zu (Nicole) Lin
636 Fan Tail Way, No. 908
Redwood City, CA 94063

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

Executed on April 18 2016, at San Rafael, California.



David H. Bremer

000026



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

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: T15-0269, Attarzadeh v. Lin
L15-0060, Lin v. Tenant

PROPERTY ADDRESS: 222 Broadway, Unit #1002, Oakland, CA 94607

DATE OF HEARING: February 16, 2016

DATE OF DECISION: March 16, 2016

APPEARANCES: Leila Attarzadeh, Tenant
David H. Bremer, Tenant's Attorney
ShuZu Lin, Owner
Hsiao-Ching Chen, Owner's Representative

SUMMARY OF DECISION

The Tenant Petition T15-0269 is denied. The subject unit #1002 is exempt from the Rent Adjustment Program.

The Owner Petition L15-0060 is granted. The subject unit #1002 is exempt from the Rent Adjustment Program as new construction.

CONTENTIONS OF THE PARTIES

On May 26, 2015, the tenant filed a Tenant Petition, alleging that (1) the proposed rent increase exceeds the CPI Adjustment and is unjustified or greater than 10%; (2) the owner did not provide a summary of the justification for the increase despite a written request; (3) no notice of the existence of the Rent Program was given with the notice of rent increase and at least six months before the effective date of the rent increase; (4) the contested rent increase is a second rent increase in a 12-month period; and (5) the housing services have decreased.

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FINDINGS OF FACT AND CONCLUSIONS OF LAW

Exemption

The Rent Ordinance exempts certain single family residences and condominiums pursuant to the Costa-Hawkins Act, California Civil Code §1954.52¹ and also certain dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983.²

The entire residential condominium complex 222 Broadway was constructed in 2008, and the certificate of occupancy was issued in 2009. The owner purchased a single unit in the complex, a condominium that can be sold separately.


Because the owner has met the requirements of the Rent Ordinance and Costa-Hawkins Act, the subject unit #1002 is exempt from the Rent Ordinance. Therefore, it is not necessary to consider other issues in this case.

ORDER

1. The Owner Petition L15-0060 is granted. The subject unit #1002 is exempt from the City of Oakland Rent Adjustment Ordinance as new construction.
2. The Tenant Petition T15-0269 is denied.
3. A certificate of exemption for the subject building shall be issued upon expiration of the appeal period.

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: March 16, 2016



Linda M. Moroz, Hearing Officer
City of Oakland Rent Adjustment Program

¹ O.M.C. §8.22.030(A)(7)

² O.M.C. Section 8.22.030 (A)(5)

PROOF OF SERVICE

Case Number T15-0269 and L15-0060

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 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:

Owner

Nicole Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Owner

Shu Zu Lin
636 Fan Tail Way #908
Redwood City, CA 94063

Owner Representative

Hsiao-Ching Chen
835 Rollin St.
South Pasadena, CA 91030

Tenant

Leila Attarzadeh
222 Broadway #1002
Oakland, CA 94607

Tenant Representative

David H. Bremer
1000 4th St. #425
San Rafael, CA 94901

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 28, 2016** in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program

000029

LIU UU UU MS/LM

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

For date stamp.

RECEIVED

OCT - 8 2015

LANDLORD PETITION
FOR CERTIFICATE OF EXEMPTION
(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 <i>Shu Zu Lin</i>		Complete Address (with zip code) <i>636 Fan Tail way #908 Redwood City, CA 94063</i>	Telephone Day: <i>510-813 1296</i>
Your Representative's Name <i>Hsiao-Ching Chen</i>		Complete Address (with zip code) <i>835 Rollin Street South Pasadena CA 91030</i>	Telephone Day: <i>213-5093044</i>
Property Address <i>222 Broadway #1002, Oakland CA 94607</i>			Total number of units in bldg or parcel. <i>1</i>
Type of units (circle one)	Single Family Residence (SFR)	<u>Condominium</u>	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<u>Yes</u>	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. *Leila Attarzadeh*

222 Broadway #1002, Oakland CA 94607

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 checked="" type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input 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

9/30/2015

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.



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612 (510) 238-3102

CERTIFICATE OF OCCUPANCY
NO. 09-0178

Jobsite Address 222 Broadway
Permits B0600078 E0604195
P0603852 M0701937
Final Inspection Approved 12/19/2008
Use of Premises Residential Condominium, Parking
Garage, Retail Space
Subdivision PM8713
No. of Units Condo 134 Rental*
Bldg Code Variances Yes

Table with columns: STORY, ROOM DESCRIPTION, HABITABLE ROOMS. Includes rows for 10th and 11th stories and a Room Total row.

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: INSPECTIONS MANAGER
Date Issued: September 2, 2009
BUILDING OFFICIAL

Copies: Owner Assessor Microfilm *Business License

RECORDING REQUESTED BY:

Chicago Title Company
Escrow No.: 12-58122185-RW
Locate No.: CACT17701-7701-5581-0058122185
Title No.: 12-58122185-JK



2012269976

08/17/2012 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 21.00

When Recorded Mail Document and Tax Statement To:

Shuzu Lin
32723 Folklore Loop
Union City, CA 94587



3 PGS

3
PWA

APN: 001-0251-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 City Transfer Tax is \$ 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Oakland**,

"This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11925." 11925 - Correction of name

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Shuzu Lin, an unmarried woman who acquired title as Shu Zu Lin, an unmarried woman

hereby **GRANT(S) to** Shuzu Lin, an unmarried woman

the following described real property in the City of **Oakland**, County of **Alameda**, State of **California**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: August 15, 2012

State of California }
County of Alameda }

Shuzu Lin

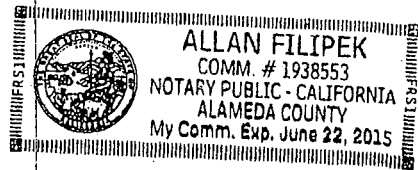
On August 16 2012 before me,
Allan Filipek, Notary Public
(here insert name and title of the officer), personally appeared
Shuzu Lin,

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 [Signature] (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)
(grantfil) (10-03) (Rev. 07-11)

GRANT DEED

58122185 / Fre / Wal / RW

000033

Escrow No.: 12-58122185-RW
Locate No.: CACT17701-7701-5581-0058122185
Title No.: 12-58122185-JK

EXHIBIT "A"

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 NO. 1:

Unit 1002 (the "Unit") as shown and described in the Condominium Plan for The Ellington (Residential), (together with any amendments thereto, collectively, the {"Plan "}), for a portion of Parcel 1 of Parcel No. 8713 (the "Property"), as shown on the Parcel Map ("Map") filed in Book 292, at Pages 12 to 13 inclusive, of Parcel Maps, in the Office of the Alameda County Recorder, which Plan was recorded on May 8, 2009, as Instrument No. 2009-146373 in Official Records of Alameda County, California ("Official Records").

EXCEPTING THEREFROM, for the benefit of Grantor, its successors in interest and assigns together with the right to grant and transfer all or a portion of the same, to the extent not previously reserved of record:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred feet (500") of the subsurface of the Property; and

C. Any and all water and water rights, if any, including within and underlying the Property.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, assigns and others, easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair, and for other purposes, all as may be shown on the Plan and the Map, and as described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Ellington (with any amendments, the "Declaration"), recorded on May 22, 2009, as Instrument No. 2009-163061 in the Official Records. Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

ALSO RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, and assigns the right to enter the Unit (1) to complete and repair any improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (2) to comply with requirements for the grading or construction of the Property, or (3) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. If Grantee does not comply with Grantor's rights hereunder, Grantor may enforce its rights in a court of law, Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire on the date that is twelve (12) years from the last Close of Escrow for the sale of a Unit in the Community.

PARCEL NO. 2:

An undivided 1/134 fee simple interest as a tenant in common in and to the Common Area described in the Plan.

PARCEL NO. 3:

000034

Exclusive easements appurtenant to Parcel No. 1 and 2 described above, for storage purposes over Storage Space number(s) 114, as described in the Declaration and shown on the Plan.

PARCEL NO. 4:

Exclusive easements appurtenant to Parcel No. 1 and 2 described above, for parking purposes over Pre-Assigned Parking Space number(s) 164, as described in the Declaration and shown on the Plan.

PARCEL NO. 5:

Nonexclusive easements for access, drainage, encroachment, maintenance, repair, and for other purposes, all as may be shown on the Plan and the Map, and as described in the Declaration.

PARCEL NO. 6:

An exclusive easement over the Exclusive Use Areas for balcony, deck and terrace purposes, as applicable, as approximately shown and assigned in the Plan and the Declaration, as applicable, and identified as appurtenant to the Unit.

APN: 001-0251-002

000035

2014-2015

For Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
1-251-2	01213100	17-022	

Location of Property
222 BROADWAY 1002, OAKLAND
Assessed to on January 1, 2014
LIN SHUZU

*paid in full
2014*

LIN SHUZU
636 FAN TAIL WAY # 908
REDWOOD CITY CA 94063-5608

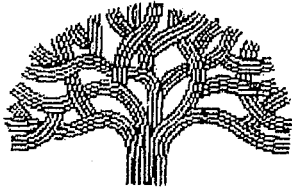


Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,106.61
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.2042%	838.57
SCHOOL UNIFIED	.1745%	716.60
SCHOOL COMM COLL	.0412%	169.19
BAY AREA RAPID TRANSIT	.0045%	18.48
EAST BAY REGIONAL PARK	.0085%	34.91
EBMUD SPEC DIST 1	.0047%	19.30
TOTAL	1.4376%	5,903.66

Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	29.04
CSA VECTOR CONTROL	(800)273-5167	7.20
CITY EMERG MEDICAL	(510)238-3704	13.26
CITY PARAMEDIC SRV	(510)238-3704	10.56
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
VIOLENCE PREV TAX	(510)238-3704	99.76
JACK LONDON BID	(510)1670-5762	172.60
FLOOD BENEFIT 12	(877)786-7927	5.50
ALCOWSTAUT	(800)273-5167	9.54
CSA VECTOR CNTRL B	(800)273-5167	2.48
MOSQUITO ASSESS 2	(877)299-1190	1.50
AC TRANSIT MEAS VV	(510)238-3704	96.00
CITY LIBRARY SERV	(510)287-1852	93.54
EBMUD WETWEATHER	(510)287-1852	89.34
EAST BAY TRAIL LLD	(800)676-7516	5.44
EBPP PARK SAFETYAM	(800)676-7516	12.00
CITY LANDSCPLIGHT	(510)238-3704	76.98
Total Fixed Charges and/or Special Assessments		969.48

Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	123,198		
FIXTURES	287,463		
TOTAL REAL PROPERTY	410,661		
PERSONAL PROPERTY	410,661	1.4376%	5,903.66
GROSS ASSESSMENT & TAX	410,661		
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	410,661	1.4376%	5,903.66
First Installment			5,903.66
Second Installment			5,903.66
Total Amount Due			\$6,873.14

000000



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
2015 NOV 19 PM 2:20

CASE NUMBER L15-0060

Tenant Response

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

Your Name LEILA ATTARZADEH	Complete Address (with Zip Code) 222 BROADWAY # 1002 OAKLAND, CA 94607	Telephone Day (510) 725-5733 Evening (510) 725-5733
Your Representative's Name DAVID H. BREMER	Complete Address (with Zip Code) MONTY, WHITE, LLP 1000 FOURTH STREET SAN RAFAEL, CA 94901	Telephone Day (415) 492-0342 Evening (415) 492-0342

Are you current on your rent? Yes No

Number of Units in this Building: 134

Rental History

Date you entered into the Rental Agreement for this unit: Nov. 1, 2012

Date you moved into this unit: Oct. 25, 2012

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?

Yes No

Initial Rent: \$ 2,150

Initial rent included (please check all that apply) () Gas
() Electricity (x) Water (x) Garbage (x) Parking (x) Storage () Cable TV () Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants _____

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	
11/4/14	3/1/15	\$ 2,200.00	\$ 2,400.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/2/14	10/1/14	\$ 2,150.00	\$ 2,200.00	<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

Contested Justification(s) for Rent Increase

See attachments

Please attach a brief statement explaining why the landlord is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking	<i>No</i>	Debt Service	<i>No</i>
Capital Improvement	<i>No</i>	Uninsured Repair Costs	<i>No</i>
Increased Housing Service Costs	<i>No</i>	Constitutional Fair Return	<i>No</i>

For the detailed text of these justifications, 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.

The property owner has the burden of proving the contested rent increase is justified. If the landlord is claiming the unit is exempt from the Rent Adjustment Ordinance, do you contest the claim of exemption? Yes 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.

Leila Atterzadeh
 Tenant's Signature

Nov. 18, 2015
 Date

 Tenant's Signature

 Date

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

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call (510) 238-3721. **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.

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.

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

MEDIATION PROGRAM

If you are interested in submitting your dispute to mediation, please read the following information carefully. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both parties agree and after your response has been filed with the Rent Adjustment Program.

You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. 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. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided over by a Hearing Officer who was not your

If you want to submit your case to mediation, please check the appropriate box and si

- I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).
- I agree to have my case mediated by an Outside Mediator (fees to be paid by the parties).

Tenant's Signature (for Mediation Request)

Date

Tenant's Signature (for Mediation Request)

Date



2015 NOV 19 PM 2:20

November 18, 2015

VIA PERSONAL DELIVERY

Linda M. Moroz
Hearing Officer, Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

**RE: Case No. T15-0269 (Attarzadeh v. Lin)
Case No. L15-0060 (Lin v. Tenant)
Property Address: 222 Broadway #1002, Oakland, CA 94607**

Dear Ms. Moroz:

This is in response to the Landlord Petition for Certificate of Exemption filed by Ms. Lin on October 8, 2015, the Notice of Hearing on that Petition for February 16, 2016, as served on October 16, 2015, and your Order to Consolidate Cases regarding Ms. Attarzadeh's original Tenant Petition with the Landlord Petition for the scheduled hearing date of February 16, 2016.

Enclosed is the original Tenant Response as executed by Ms. Attarzadeh on November 18, 2015, together with attachments.

It should be noted that the documents filed by Ms. Lin prior to the hearing that was held on September 29, 2015, and the same documents attached by Ms. Lin to her Landlord Petition, fail to prove that Ms. Lin is the owner of the condominium unit in question. The Certificate of Occupancy for 222 Broadway provided by Ms. Lin simply reflects that it was issued on September 2, 2009, to the property owner Molasky Pacific. The Grant Deed provided by Ms. Lin is simply a correction of name deed that reflects that "Shuzu Lin, an unmarried woman who acquired title as Shu Zu Lin, an unmarried woman" made a conveyance to "Shuzu Lin, an unmarried woman." This deed is dated August 15, 2012, and it does not reflect the manner in which the condominium unit in question was acquired by or is owned by Ms. Lin.

Although Ms. Lin claims that she owns the condominium unit in question, and of course she has leased the unit to Ms. Attarzadeh, there remains no proof as to how and when Ms. Lin purportedly acquired the unit in question.

Furthermore, Ms. Lin has a duty to mitigate her damages under California law. As she admitted before you at the hearing of September 29, 2015, she refuses to cash the rent checks proffered to her by Ms. Attarzadeh. Accordingly, Ms. Lin cannot be heard to complain that she has suffered damages in any way associated with the tendering of rent monies by Ms. Attarzadeh, who has acted in good faith throughout this proceeding.

000040

Linda M. Moroz
November 18, 2015

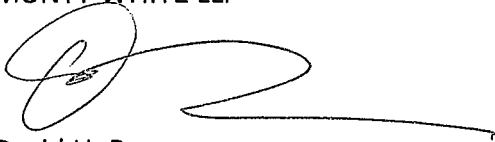
Page 2

Ms. Attarzadeh reserves the right to offer further written and oral testimony at the consolidated hearing of these matters on February 16, 2016.

As a matter of courtesy, I have forwarded copies of Ms. Attarzadeh's Tenant Response with attachments, together with this letter, to Ms. Lin and her representative Hsiao-Ching Chen.

Very truly yours,

MONTY WHITE LLP

A handwritten signature in black ink, appearing to be 'D. Bremer', with a long horizontal flourish extending to the right.

David H. Bremer

Enclosures

cc: Shu Zu Lin
Hsiao-Ching Chen
Leila Attarzadeh

000041

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES

Tenant Petition: Leila Attarzadeh

Outline of decreased services and retaliatory rent increase following notification of change in conditions in the form of security of unit, safety, and right to quiet enjoyment:

- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months into my lease, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit; these issues continue;
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the lock box key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I contacted on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;
- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;

- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- Two requests for additional access to the unit in February 2015 were then made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which is retaliatory;
- I do not believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations due to fear of additional retaliation in the form of unreasonable rent increases, forcing me to leave my apartment and creating additional hardship.

000043

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: RENT ADJUSTMENT PROGRAM 2015 JUN -5 PM 12:21
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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 T15-0269

OWNER RESPONSE

Please print legibly.

Your Name Shu Zu Lin	Complete Address (with zip code) 636 Fan Tail way # 908 Redwood city CA 94063	Phone: 510-813-1296 Email: nicolelin@hotmail.com
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) Leila Attarzadeh	Complete Address (with zip code) 222 Broadway #102 Oakland CA 94607	

Have you paid for your Oakland Business License? Yes No Number 28022247
 (Provide proof of payment.)

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

There are one residential units in the subject building. I acquired the building on 10/29/2009

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

I. RENTAL HISTORY

The tenant moved into the rental unit on 10/25/2012

The tenant's initial rent including all services provided was \$ 2150 / 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 (60-day vacate due 5/31/2015)

If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION**. - Yes, exempted.
 - waiting for tenant to move out
 - not accepting rent beyond 5/31/2015 - Holdover tena

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. X

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	
11/04/2014	03/01/2015	\$ 2200	\$ 2400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
07/02/2014	10/01/2014	\$ 2150	\$ 2200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. JUSTIFICATION FOR RENT INCREASE

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

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
03/01/2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10/01/2014	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

III. DECREASED HOUSING SERVICES

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

IV. EXEMPTION

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

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

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

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

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

VI. VERIFICATION

Owner must sign here:

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



6/4/2015

Owner's Signature

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: T15-0269
 Property Owner: Shuzu (Nicole) Lin
 Rental Property Address: 222 Broad Way #1002, Oakland CA 94607 (Ellington Building)
 Re: Tenant/Petitioner, Leila Attarzadeh

Exemption

This property is constructed after 1983 and thus exempted from Oakland Rent Adjustment and Just Cause for Eviction Ordinances. Attachment I is a copy of the Certificate of Occupancy for the property "Ellington Building."

Rent increase

Ms. Attarzadeh's lease agreement became month-to-month on November 1, 2013 upon the expiration of the original lease agreement for the 11/1/2012-10/31/2013 period. California law requires a 30-day notice for rent increase less than 10% and a 60-day notice if more than 10%. (Same information is included in Ms. Attarzadeh's petition.)

Notice Date	Effective Date	Rent Increase
11/04/2014	03/01/2015	From \$2,200 to \$2,400 (less than 10%)
07/02/2014	10/01/2014	From \$2,150 to \$2,200 (less than 10%)
(original lease)	11/01/2012	\$2,150

Below is a schedule outlining the amount in dispute for your reference:

Months Covered in Petition	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Total
Rent Amount	2,150	2,150	2,150	2,200	2,200	2,200	2,200	2,200	2,400	2,400	2,400	24,650
Tenant Paid	2,150	2,150	2,150	2,200	2,200	2,200	2,200	2,200	2,350	2,200	2,200	24,200
Amount in Dispute												\$450

Tenancy Termination

Although it may not be directly under the authority of the Rent Adjustment Board, I would like to touch upon the tenancy termination. Because Ellington is exempted from the City's Just Cause Eviction Ordinance, California law requires landlord to give a 60-day Notice to terminate a month-to-month tenancy if the tenant has resided on site for more than one year. Notice (Attachment II) was given to Ms. Attarzadeh via certified mail on March 24, 2015 to end the month-to-month tenancy on May 31, 2015. To this date, Ms. Attarzadeh remains possession of my property.

HOA Issues

Repairs/Services

All residents must comply with Ellington HOA CC&Rs and the HOA is responsible for building maintenance and has legal rights to entering units to make repairs with a 3-day notice. Ms. Attarzadeh was informed of HOA's legal right and duties and agreed to it when she moved into the building. Whenever necessary, I work diligently with HOA for resolution when Ms. Attarzadeh complained about HOA accessing the unit for repairs.

Nevertheless, I continue working with Ms. Attarzadeh to facilitate the required HOA repairs. We are in the process of scheduling a mandatory washer hose replacement by June 15, 2015.

Noise

HOA had sent formal building wide letters to ask all residences keep their noise level reasonable and announcements to remind all residences to stick with the approved construction hours (Attachment III sample letters and notices).

Security/Key

For her personal convenience, Ms. Attarzadeh previously left a copy of key with front desk when she accidentally locked herself out once. I recommended that she withdraw the key and to only leave her key with front desk to accommodate scheduled repairs if she was unable to comply after receiving HOA notices. I also offered to be on site to oversee repairs when she could not be present for the repair work.

Appendix Table of Content

Appendix I:

Proof of payment of Business License
Proof of payment of RAP
Ellington 10th Floor Building Occupancy Certificate

Appendix II:

Copy of 60-day notice to vacate
Response letters to Ms. Attarzadeh & her representative

Appendix III:

Ellington HOA letter
Copy of Ellington floor wide announcements

Appendix IV:

Email correspondences with Ms. Attarzadeh & HOA

Appendix V:

Copy of original lease contract with Ms. Attarzadeh

Appendix I:

Proof of Payment of Business License & RAP and Building Certificate

CITY OF OAKLAND 2015 BUSINESS TAX DECLARATION (green)

BUSINESS TAX RENEWAL
250 Frank H. Ogawa Plaza # 1320
Oakland, CA 94612

2015 RENEWAL TAX



2015 Tax Due: January 1, 2015
Delinquent if paid/postmarked after March 2, 2015

OFFICE USE ONLY

1. ACCOUNT NUMBER: 28022247 2. TAX RATE: \$13.95 per \$1,000 3. INDUSTRY CODE: M

SECTION I - BUSINESS INFORMATION:

4. Mailing Address

LIN SHU Z

636 FAN TAIL WAY UNIT 908
REDWOOD CITY, CA 94063-5608

All Businesses and Rentals are subject to the \$1.00 State Mandated Fee*
Check the following applicable box(es):

- 4a. If you are making changes to Lines 4-12, see enclosed instructions.
- 4b. Claiming a Small Business Exemption (total gross receipts must be \$2,800 or less & you MUST submit a Form 4506T (<http://irs.gov/pub/irs-pdf/f4506t.pdf>)
Note: This exemption must be claimed on or before March 2, 2015 to qualify.
- 4c. Discontinued or sold your business or rental property:
 - In 2014 - Complete Section III and return signed declaration, or
 - In 2015 - Complete Sections II and III and return signed declaration with 2015 payment due (no proration of tax allowed)
- 4d. Requesting apportionment of your gross receipts. Complete worksheet in the enclosed instructions (only Industry Codes A, B, C, D, E, F, G, I & T may apply)

5. Business Name: LIN SHU Z

6. Business Location: 222 BROADWAY APT 1002 OAKLAND, CA 94607-3850

7. Business Phone Number: (510)813-1296

8. Alternate Phone Number: (000)000-0000

9. State Contractor's License Number:

10. Ownership Type: S

11. 1st Owner's Name: LIN SHU Z

12. 2nd Owner's Name:

SECTION II - CALCULATE THE 2015 TAX DUE. (To calculate the tax, multiply the amount you write on Line 13 by .01395 OR enter \$13.95, whichever is greater):

- 13. 2015 TAX BASE (2014 Gross Receipts):
- 14. 2015 TAX DUE (Multiply Line 13 by .01395 OR enter \$13.95, whichever is greater):
- 15. PENALTY DUE (see box at right if paying after 3/2/2015):
- 16. INTEREST DUE: (see box at right if paying after 3/2/2015):
- 17. PRIOR AMOUNT DUE (current license may not be issued until paid):
- 18. ADD \$50 FAILURE TO FILE FEE (see instructions):
- 19. *State Mandated Disability Access and Education Revolving Fund
- 20. TOTAL AMOUNT DUE (add Lines 14 - 19) - Do not mail cash.

13. \$ 25,800
14. \$ 359.91
15. \$ _____
16. \$ _____
17. \$ _____
18. \$ _____
19. \$ 1.00
20. \$ 360.91

PENALTY & INTEREST IS DUE IF PAID AFTER MARCH 2, 2015

Penalty (on tax):
ADD 10% (if paid between 3/3/2015 and 5/1/2015 OR ADD 25% (if paid after 5/1/2015)

Plus Interest (on tax + penalty):
ADD 1% per month from 3/3/2015 until paid

Failure to file this declaration may subject you to a \$50 Failure to File Fee

*See explanation on the reverse side

Please submit 1 one check per declaration, made payable to: "Oakland Business Tax"

SECTION III - HOW TO CLOSE YOUR ACCOUNT: Was this business or rental property sold or the activity permanently discontinued? To close your account, complete Section II and remit any applicable payment due. Check Box 4c (above) and complete Line 1 or 2 (below)

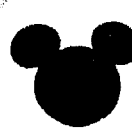
1. Rental activity was discontinued on: 1 / 1

To close the account, this declaration must be completed, signed and returned, with any payment that is due, on or before

2. Property

I declare, under p

SIGNED: _____



SHUZU LIN
AKA NICOLE LIN
32723 FOLKLORE LOOP
UNION CITY, CA 94587-8215

90-7162/3222
4942956272

Date 12/23/2014

147

12/23/2014

CREDIT CAR

- a. Credit Card
- b. Amount Ch.

IMPORTANT! P
Declined and inv.
Penalties and int.

PAY Oakland Business Tax \$ 360.91
to the order of Three hundred sixty and 91/100 DOLLARS

WaMu Washington Mutual Bank
Union City-Avalon Nike Pk Cr 7727
32101 Union Landing
Union City, CA 94587 800-788-7000
24 hour Customer Service

28022247

⑆322271627⑆ 4942956272⑆ 0147

Year

000052G

CITY OF OAKLAND - 2015 Rent Adjustment Program (RAP)

RENT ADJUSTMENT RENEWAL
 250 FRANK H. OGAWA PLAZA, #1320
 OAKLAND, CA 94612



2015 SERVICE FEE DUE: JANUARY 1, 2015
 DELINQUENT IF PAID AFTER MARCH 2, 2015

1. ACCOUNT NUMBER: 28022247 2. PARCEL: 001 025100200

3. Rental Location: 222 BROADWAY APT 1002
 5. Mailing Address:

LIN SHU Z
 636 FAN TAIL WAY UNIT 908
 REDWOOD CITY, CA 94063-5608

Check the following box(es):
 4a. If you are making corrections on any of the pre-printed information on Lines 5-7.
 4b. If your property was sold or foreclosed:
 * In 2014: complete Line 17 only or,
 * In 2015: complete Lines 9-17.

6. Daytime Phone: _____ Ext. _____ 7. Contact Phone: _____ Ext. _____
 8. TOTAL Number of Units per Alameda County Records (see box at right): 1

9. EXEMPTIONS CLAIMED FOR 2015 (Claim all that apply).
 See instructions on reverse side for full explanation.

Number of Exempt Units

- | | |
|--|----------|
| a. Owner-Occupied Unit: | a. _____ |
| b. Off the Rental Housing Market (attach explanation): | b. _____ |
| c. Motel, Hotel or Rooming House: | c. _____ |
| d. Hospital, Convent or Monastery: | d. _____ |
| e. Newly-Constructed: | e. _____ |
| f. Owner-Occupied (three or fewer units): | f. _____ |

10. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines 9a through 9f): 10. _____
 You may be required to show proof of exemptions.

- | | |
|--|-------------------|
| 11. NET CHARGEABLE UNITS (Deduct the total exempt units you write on Line 10 from the total units preprinted on Line 8): | 11. _____ |
| 12. FEE DUE (Multiply Net Chargeable Units on Line 11 by \$30.00): | 12. <u>30</u> |
| 13. PENALTY DUE (See box at right if paid after 3/2/2015): | 13. _____ |
| 14. INTEREST DUE (See box at right if paid after 3/2/2015): | 14. _____ |
| 15. PRIOR AMOUNT DUE: | 15. <u>\$0.00</u> |
| 16. TOTAL DUE (Add Lines 12-15) – DO NOT mail cash: | 16. <u>30</u> |

PENALTY & INTEREST IS DUE IF PAID AFTER MARCH 2, 2015
Penalty (on service fee)
 ADD 10% - if paid between 3/3/2015 and 4/1/2015 OR
 ADD 25% - if paid between 4/2/2015 and 5/1/2015 OR
 ADD 50% - if paid on 5/2/2015 or later
Plus
Interest (on service fee + penalty):
 ADD 1% per month from March 2, 2015 until paid.

Please make your check payable to "City of Oakland – RAP". Do not include this payment with your business tax payment. Thank you.

17. Was this rental property sold or the activity permanently discontinued?

To: _____ Check Box 4b (above) and complete items a or b (below):

a. _____
 I decla. _____
 SIGNI _____
 SHUZU LIN
 AKA NICOLE LIN
 32723 FOLKLORE LOOP
 UNION CITY, CA 94587-8215
 90-7162/3222
 4942956272
 Date 12/25/2014 148
12/25/2014

CREC
 a.
 b.
 IMPOI
 Declin
 Penal.

PAY City of Oakland, Rent Adjustment Program \$ 30.00
 to the order of
Thirty only
 DOLLARS

WaMu
 Washington Mutual Bank
 Union City-Alameda Niles Pk Cir 7727
 32101 Union Landing
 Union City, CA 94587
 800-784-7000
 24 hour Customer Service

28022247, 001-025100200

⑆322271627⑆ 4942956272⑆ 0148

000959



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612 (510) 238-3102

CERTIFICATE OF OCCUPANCY NO. 09-0178

Jobsite Address 222 Broadway Property Owner Molasky Pacific
Permits B0600078 E0604195 Permittee Same As Owner
P0603852 M0701937 Parcel Number 001-0141-011-00
Final Inspection Approved 12/19/2008 Occupancy R1, M, S-3 Stories 16
Use of Premises Residential Condominium, Parking Construction I FR Sprinkler Yes
Garage, Retail Space OBC Edition 2002 Ordinance 12452 CMS
Subdivision PM8713 Planning Permits 0023/ER050013 Zone C-45, S-4
No. of Units Condo 134 Rental* Bldg Code Variances Yes

Table with 3 columns: STORY, ROOM DESCRIPTION, HABITABLE ROOMS. Rows include Basement, 9th Story, 10th Story, and Room Total. Total habitable rooms listed as 36.

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: _____
INSPECTIONS MANAGER

BUILDING OFFICIAL
Date Issued: September 2, 2009

Copies: Owner Assessor Microfilm *Business License

T15-0269 MS/BKB/LM

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2015 MAY 26 AM 11:34
--	---

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 LEILA ATTARZADEH	Rental Address (with zip code) 333 BROADWAY #1002 OAKLAND, CA 94607	Telephone 510.725.5733
Your Representative's Name DAVID H. BREMER	Mailing Address (with zip code) 1000 FOURTH STREET SUITE 405 SAN RAFAEL, CA 94901	Telephone 415.453.1010
Property Owner(s) name(s) NICOLE LIN	Mailing Address (with zip code) 636 FAN TAIL WAY UNIT 908 REDWOOD CITY, CA 94063	Telephone 510.813.1296

Number of units on the property: 134; OWNER OWNS 1

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

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

<input checked="" type="checkbox"/> (a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/> (b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/> (c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input checked="" type="checkbox"/> (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/> (e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/> (f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/> (g) 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 checked="" type="checkbox"/> (h) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/> (i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/> (j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/> (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).

000355

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

Date you moved into the Unit: 10/25/12 Initial Rent: \$ 2,150 /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: Lease began 11/1/12
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		
11/4/14	3/1/15	\$ 2200	\$ 2400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/2/14	10/1/14	\$ 2150	\$ 2200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 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: N/A

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.

SEE ATTACHED

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

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

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

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

Leila Attarzadeh
Tenant's Signature

22 May 2015
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): _____

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES

2015 MAY 26 AM 11:49

Tenant Petition: Leila Attarzadeh

Outline of decreased services and retaliatory rent increase following notification of change in conditions in the form of security of unit, safety, and right to quiet enjoyment:

- Problems with excessive off-hours noise (impact tools, drills, etc.) began a few months into my lease, in early 2013, which I brought to the attention of on-site management, as well as to the owner of the unit; these issues continue;
- Some attempts to investigate this were made, however these issues were never completely resolved (I was asked to record, document, etc., which I presented to the owner);
- The owner had originally encouraged me to keep a key in the building's secure lockbox (in the event of a lock-out, etc.);
- In March 2013 the lock box key was mysteriously removed (no work order, no emergency, no notification of scheduled work);
- I contacted on-site management and was first told it was a mistake, that no one accessed the unit, then I returned home to obvious evidence someone had been inside, I called again, eventually I was told that yes, someone had gone in;
- I made numerous requests for evidence of the time stamp of the key being returned (there is an online system to track when the lockbox has been accessed, and residents can view their log);
- No one could produce a work order, evidence of reason for access, or proof of how long the key had been checked out. In other words, the key could have changed hands, etc., traveled outside of the building, etc., and there was no record of this;
- A security guard at the building told me that my tenant record had been erased;
- One staff member acknowledged a "security breach";
- I spoke with the manager of the building, the owner, and members of the HOA's board of directors;
- The landlord wrote to management and told me to "remove the spare key from the lockbox";
- This issue (and subsequent safety concerns) and the noise issue were never completely answered/resolved;
- In 2014, in the midst of continued noise, unresolved access issues, etc., I began receiving numerous requests to access the unit to make a mystery inspection to vents/ducts;
- For each of these I took time off of work, submitted required photographs, etc., since I could no longer leave a key onsite;
- After being told following the Spring 2014 security breach to "just reclaim the lockbox key (and not be forced to "just leave a key at the desk)," a crew, supervised by building management forcibly and illegally entered the unit with a locksmith for no necessary reason, while I was at work, and without making arrangements with me.
- Inspections continued through November 2014, and included "inspections" for repairs that never took place, including, but not limited to "sprinklers," "sprinkler systems," and "vents";
- The night before another vent inspection was to take place, I received an e-mail that it had been canceled (I had requested time off from work);
- In October I requested a face-to-face meeting with my landlord, so that we could diplomatically discuss the issues that were not being addressed, and for which I was not being taken seriously by the building;

000058

- My landlord stated on 10/19/14 that she would request sufficient advance notice for necessary entry into the unit, and also stated that the \$50 rent increase would be all that would change for the next twelve months, and that there would be no lease to sign, that I "could count on this";
- The purpose of this meeting was to outline a plan to resolve the continuing problems at the building so that I could live here peacefully;
- My landlord repeatedly stated that she "didn't think she should have to deal with this," that she didn't appreciate having to spend her time resolving this with me, etc.;
- I was very cautious, because my sense was that her frustration was misguided; however, after talking to multiple owners in the building, it was becoming imperative that she advocate on behalf of me -- her tenant -- which she had not been consistently and actively doing (she relied on me to just resolve these issues myself, but I was not taken seriously by the staff or management of the building);
- On 11/4/14 I received another notification of an additional rent increase, to go into effect on 3/1/15 (\$2,400);
- Two requests for additional access to the unit in February 2015 were then made, one without the agreed-upon amount of notification;
- I have accommodated many access requests for which I am not comfortable allowing a key to be left (due to an unresolved security breach described above), thereby requiring my taking time off from work;
- I received a rent increase in October 2014, and then within weeks of discussing ongoing problems at the building with my landlord, I was served notice of an additional increase, which is retaliatory;
- I do not believe that my landlord has fulfilled her obligations as a landlord, including an agreed upon plan following a security breach, and I have been very patient with substandard situations due to fear of additional retaliation in the form of unreasonable rent increases, forcing me to leave my apartment and creating additional hardship.

000059

CHRONOLOGICAL CASE REPORT

Case No.: T16-0073
Case Name: Ullman v. Tse
Property Address: 4410 Edgewood Ave., B, Oakland, CA
Parties: Bree Ullman (Tenant)
Christopher Tse (Landlord)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petitions filed	February 3, 2016
Landlord Response filed	March 3, 2016
Hearing Decision Issued	July 1, 2016
Tenant Appeal filed	July 14, 2016

000060

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		APPEAL	
Appellant's Name Brianne Ullman		Landlord <input type="checkbox"/>	Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 4410 Edgewood Ave., Apt. B			
Appellant's Mailing Address (For receipt of notices) 4410 Edgewood Ave, Apt. B Oakland, CA 94602		Case Number T160073	Date of Decision appealed June 24, 2016
Name of Representative (if any) <hr/>		Representative's Mailing Address (For notices) <hr/>	


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 July 14, 2016, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Christopher Tse
<u>Address</u>	296 Parkview Terrace
<u>City, State Zip</u>	Oakland, CA 94610
<u>Name</u>	James Coleman
<u>Address</u>	490 Lakepark Ave. #16091
<u>City, State Zip</u>	Oakland, CA 94610

	7/14/16
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.

BREE A. ULLMAN
4410 Edgewood Avenue
Oakland, CA 94602
bre.esq@gmail.com

BEFORE THE RENT ADJUSTMENT PROGRAM
CITY OF OAKLAND, CA

Factual Background and Explanation of Grounds for Appeal: Case #T160073

Background:

Mr. Tse put the Edgewood Property on the Market in May of 2015. He then abruptly took the property off the market and filed a petition attempting to exempt himself from rent control, based on a 2007 condo conversion that he never completed.

Last summer, I filed a brief in response to Mr. Tse's petition, arguing that the original condo converter may not benefit from his own conversion. The law is painstakingly clear on this point. Perhaps realizing that he did not have a legal leg to stand on, Mr. Tse withdrew his petition before a hearing could ever be held. He also attempted to "buy out" Ms. Hellman by paying her to move out of her unit. She refused. So Mr. Tse tried another strategy: he raised the rent on each apartment to \$2,800 and even threatened legal action against Ms. Hellman if she did not pay him \$4,000 as an increased "security deposit."

Unit B: Transfer to James Coleman and Simultaneous Rent Raise

On December 1, at the conclusion of a Rent Board hearing concerning his attempted capital improvements increases, Mr. Tse asked hearing officer Stephen Kastin whether he could raise the rent to anything he wanted if the units were sold separately. Mr. Kastin replied that he could not give legal advice. The very next day, December 2, 2015, Mr. Tse transferred my unit to his long-term friend and former-roommate, James Coleman. He sent me a nearly 70 percent rent increase (to \$2,800) the same day. Mr. Coleman had entered my unit one month prior, for approximately 60 seconds, before making this purchase. He did not even look at the bedrooms. He has not once responded to any of my phone calls regarding the property and has not been seen on the property even once since he purportedly became my landlord. The rent increase notices and other notices that he has sent me appear to have been actually authored and delivered by Mr. Tse. Mr. Coleman's phone number is a google voice subscription with no answering machine. The emails sent from James4410@gmail.com appear to be from Mr. Tse. When my shower faucet broke, it was Mr. Tse who entered my unit in a failed attempt to make

000063

a repair. When I suggested that I hire a handyman and deduct the cost from my rent, Mr. Tse agreed. I offered to let my "new landlord" know, but Mr. Tse said that he would just "tell James" himself. Mr. Coleman did not even show up at the June 17 rent board hearing. He allowed Mr. Tse to act as his representative.

Unit A and C: Transfer of Unit A to Sousan Yaganhi and Rent Raise in Unit C.

On January 28, 2015 Mr. Tse then transferred Unit A to his long-term girlfriend. Property records indicate that he sold the unit for the exact same \$454,000 price that he sold my unit for. And, again, on the very same day, he raised Ms. Hellman's rent (whose unit he still owns) to the same \$2,800. Mr. Tse was evidently attempting to take advantage of the loophole that allows a landlord who has lived in a unit for more than a year (he did several years ago), and who sells off the "remaining units" to exempt his residence from rent control. He misread the law, (which requires residency *after* sale of the other units), and the Rent Board properly ruled against him. These facts are important to this appeal, however, because they indicate the strategy Mr. Tse was employing when he executed private sales to his best friend and his girlfriend and kept one remaining unit in his own name. The issue, as it pertains to Unit B, is whether the sale to Mr. Coleman was executed *in good faith*. It was not.

Until I have access to the full discovery tools available in the civil system, I cannot tell you whether actual money changed hands between Mr. Tse and Mr. Coleman or Mr. Tse and Ms. Yahaghi. I suspect that it did not. The record, however, already contains more than enough information to cast serious doubt on these transactions.

These transactions were designed by Mr. Tse (note the identical purchase prices and rent increases) with the specific purpose of exempting himself from rent control and pricing his tenants out of their homes. The sales to his closest friends were executed to justify the \$2,800 rent increases he is attempting to levy, not the other way around. The law does not tolerate this behavior, or at least, it should not reward such sham transactions with exemptions from rent control.

GROUNDS FOR APPEAL:

3. The decision raises a new policy issue that has not been decided by the Board.

At issue here is what constitutes a "bona fide" sale for the purposes of exempting a condominium from Oakland's rent control ordinance. Can a landlord sell individual units in his building to his friends and/or relatives in a quick private sale, impose a rent increase (through these agents) large enough to price the tenants out of their previously rent-controlled apartments and then turn a quick profit on the entire empty building? The Board's decision in case T160073 would appear to condone this behavior, though the language of the decision is perilously vague. If a condominium subdivider's best friend and partner may each serve as bona fide purchasers to exempt the property from rent control, then why not his children or

his brother? Can a landlord sell units to her minor children or her husband in order to escape the reach of Oakland's RAP? At what point should the City cry foul?

The City of Oakland is in a housing affordability crisis that threatens the health and welfare of the community. The interpretation of laws designed to close loopholes for landlords is thus an extremely important policy issue with potentially far-reaching implications.

In 2002, in order to curb the abuse of section 1954.52 through false condominium conversions, the legislature carefully excluded condominium units which have not been sold to a bona fide purchaser. In practical terms, this means that the original condominium converter may not exempt his own property from rent control simply by changing the designation of the property. It should also mean that the original converter cannot exempt his property from rent control by conveying parts of it to himself or his friends, with the intention of pricing the tenants out of their home and turning a quick profit. Presumably, this is why the legislature, in its 2002 amendments to the Costa Hawkins Act, added the requirement of sale to a "bona fide purchaser" rather than simply *any* purchaser for value. §1954.52(b)(2)

Unfortunately, this new "Bona fide purchaser" language does little to remedy the situation if this board refuses to assign it any meaning.

4. The decision is not supported by substantial evidence

In determining that Mr. Coleman was, in fact, a bona fide purchaser, the hearing officer ignored significant, glaring facts indicating otherwise, relying almost entirely on the existence of a grant deed evidencing that a sale to Mr. Coleman occurred.

Tenant alleged that Mr. Tse sold her unit to Mr. Coleman for the sole purpose of evading Oakland's rent control laws and that Mr. Tse continued to make all decisions related to the entire property. At no time during the entire six months following his purchase did Mr. Coleman ever speak with tenant, respond to her phone calls, or visit the property despite tenant's multiple attempts to engage him. Whether Mr. Coleman is acting as an agent of Mr. Tse is entirely relevant in this case. The law prohibits a subdivider from benefiting from his own condo conversion. Selling to friends and family who will act as ~~agent~~ ^{one's} agent or further ~~his~~ ^{one's} interests is an end-run around the law.

And so it is rather extraordinary that the hearing officer refused to draw any inferences from the fact that Mr. Coleman did not show up to defend his bona fide purchaser status and that he instead had Mr. Tse defend the rent increase that Coleman claimed to have imposed without input from Mr. Tse. Mr. Tse had, of course, imposed the exact same increase on his own tenants after selling another

unit in the building to his girlfriend. The very issue at the heart of this case is whether there was an arms-length transaction between Mr. Tse and Mr. Coleman or whether Mr. Coleman is simply acting in Mr. Tse's interest (for financial, collegial or other incentive). The fact that Mr. Coleman did not attend the hearing and instead asked Mr. Tse to represent his interests is instructive on this point. Moreover, the hearing officer supports her decision by stating that Mr. Tse has a "right to sell in a private sale to someone he knows" (Hearing Decision, p. 6) and that tenant's contentions that Mr. Tse sold to his girlfriend and his best friend to evade rent control laws are pure "speculation." Surely, Mr. Tse has "a right" to sell the property to anyone he likes, but he does not have a right to an automatic exemption from rent control unless that transaction is in good faith. In fact, the record is replete with evidence that cast serious doubt on whether arms-length transactions occurred. See "Background" *supra*.

The hearing officer simply wasn't willing to consider any of the evidence that indicated a lack of good faith in the transaction between Mr. Tse and Mr. Coleman (and Mr. Tse and Ms. Yahaghi). It should also be noted, that because discovery is not a tool available to Tenants in this administrative hearing, tenants simply do not yet have access to documents which would constitute irrefutable proof of landlord's fraudulent motives. Tenants have filed or will file a civil suit in Alameda County which will open up the appropriate records necessary to deciding this case. To issue a Certificate of Exemption to Mr. Tse at this point, without any discovery, would be irresponsible and against the interests of justice.

5. I was denied a sufficient opportunity to present my case.

The hearing officer severely limited Tenant's questioning of her absentee landlord, James Coleman, who appeared briefly by phone, as well as her questioning of the real party in interest, her former landlord, Christopher Tse. Mr. Tse was extremely uncomfortable with Tenant's questions about the sale of he property to his close friends and answered most questions with "How is that relevant?" The hearing officer, for the most part let him get away with this, and did not allow questioning on a large variety of topics which would have elucidated Mr. Tse's motives for selling the property.

For example, Mr. Tse has been threatening legal action against Ms. Hellman, the tenant in unit C, if she does not pay him an additional more than \$4,000 in security deposit funds that he unilaterally imposed when she refused to be bought out of the building. The tenants at the Edgewood property have been subject to a deliberate campaign of retaliatory harassment designed to get them to abandon their rights to their rent-controlled apartments. The hearing officer severely limited testimony on these matters, stating that Mr. Tse's motivation for the sale had little bearing on whether the sale was *bona fide*. In fact, determining whether a sale was done in good faith is a holistic analysis that should not have been so conscripted.

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: T16-0073, Ullman v. Tse
T16-0074, Hellman v. Tse

PROPERTY ADDRESS: 4410 Edgewood Ave, B & C, Oakland, CA

DATE OF HEARING: June 17, 2016

DATE OF DECISION: June 23, 2016

APPEARANCES: Bree Ullman, Tenant Unit C and Tenant Representative
Sarah Hellman, Tenant Unit B
James Coleman, Owner Unit C (by phone)
Christopher Tse, Owner Unit B and Owner Representative

SUMMARY OF DECISION

The tenant petition in case T16-0073 is denied. That unit is exempt from the Rent Adjustment Ordinance. The tenant petition in case T16-0074 is granted. That unit is not exempt from the Rent Adjustment Ordinance.

CONTENTIONS OF THE PARTIES

Tenant Bree Ullman filed a petition in case T16-0072, which alleges that a rent increase exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the contested increase is the second rent increase in a 12-month period; and that the proposed increase would exceed an overall increase of 30% in 5 years.

James Coleman, the owner of the condominium unit in which Ms. Ullman resides, filed a response to the petition in which he alleged that the unit is exempt from the Rent

000087

Adjustment Ordinance (Ordinance) because it is a single family residence or condominium exempted by the Costa-Hawkins Rental Housing Act.

Tenant Sarah Hellman filed a petition in case T16-0073, which alleges that a rent increase from \$1,660.30 to \$2,800 a month, effective April 2, 2016, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the contested increase is the second rent increase in a 12-month period; and that the proposed increase would exceed an overall increase of 30% in 5 years.

Christopher Tse, the owner of the condominium unit in which Ms. Hellman resides, filed a response to the petition in which he alleged that the unit is exempt from the Rent Adjustment Ordinance (Ordinance) because it is a single family residence or condominium exempted by the Costa-Hawkins Rental Housing Act.

THE ISSUES

1. Does the Rent Adjustment Program have jurisdiction over whether or not the subject units were converted into condominiums legally?
2. Was Unit B sold by Christopher Tse to a "bona fide purchaser for value"?
3. If Unit B was sold to a bona fide purchaser for value, is the unit exempt from the Ordinance?
4. Is Unit C exempt from the Ordinance?
5. If Unit C is not exempt, is the rent increase allowed?

EVIDENCE

The History of the Building: Christopher Tse testified that he purchased a 3 unit apartment building at 4410 Edgewood Avenue in roughly 2005. He began a condominium conversion project in 2007 before either of the tenants in the instant case moved into the building.¹ Each unit is approximately the same size and configuration; they are each 2 bedroom units that are approximately 810 square feet. In 2008, Mr. Tse was given separate Assessor Parcel Numbers (APN) for each unit and he started paying property taxes for three separate parcels, rather than for one parcel as before the condominium conversion was complete.

From sometime in 2009-January 1, 2012, Mr. Tse lived in unit C in the subject building. He produced PG&E bills showing that he lived in that unit.² He moved out on January 1, 2012, the same day that Ms. Hellman moved into the unit. Ms. Hellman testified that she moved into a unit in which Mr. Tse had previously lived.

Mr. Tse further testified that in May of 2015 he listed the whole building for sale, or in the alternative, the individual condominiums. After it was listed he heard from his realtor that Ms. Ullman had left some kind of threatening letter on her kitchen table

¹ See Exhibit 5, which is only one page of the letter he received from the *City of Oakland*. This Exhibit, and all other Exhibits referred to in this Hearing Decision, was admitted into evidence without objection.

² Exhibit 8

relating to the potential sale and so the realtors chose to withdraw from the contract they had with Mr. Tse. Ms. Ullman denied ever leaving any kind of threatening letter. Mr. Tse did not have any proof of this alleged letter. Tse testified that there had not been any offers made on the units before they were withdrawn from the market.

Tse further testified that after withdrawing the units from the market, he sold Unit B in a private sale in December of 2015 to an old friend of his, James Coleman. He sold it for \$454,000.³ Because Coleman knew that Tse wanted to sell the units, Coleman approached Tse about purchasing one of the units. They had an appraisal done, they looked at comparable sales and agreed on a price based on the appraisal. The unit was sold to Coleman on December 2, 2015.

Ullman testified that she moved into Unit B at 4410 Edgewood Avenue in April of 2010 at an initial rent of \$1,500 a month. When she moved in she was informed that the apartment was rent controlled. She was repeatedly served with *RAP Notices*. She was never served with any documents related to the condominium conversion.

Ullman further testified that on December 2, 2015, she was served with a rent increase notice purporting to increase her rent from \$1,601.11 to \$2,800 a month, effective February 8, 2016.⁴ She received this by email. She did not ever receive it through the mail. According to the *Tenant's Petition*, this document was also served with a *RAP Notice*.

Mr. Tse testified that he sold unit A in the subject building to his girlfriend, Sousan Yahaghi, in January of 2016.⁵ They based the purchase price as the same amount for which Tse had sold Unit B to Coleman. Tse further testified that he did not pay any money to Ms. Yahaghi to assist her in the purchase of the property from him.

Coleman testified that he purchased Unit B from Mr. Tse for \$454,000. He made a down payment of \$20,000 and took out a mortgage for the rest of the purchase price. There was an escrow opened when he purchased the property. Coleman further testified that he has known Christopher Tse for 8-10 years or longer and that he used to live in the unit that he purchased from Tse.

On cross-examination Coleman was asked for how long he had visited the apartment before agreeing to purchase it. He responded that he had lived in the unit in the past and had actually been in all three of the apartments in the subject property. Coleman denied knowing of any prior plans by anyone to purchase the entire property from Tse.

Coleman further testified that he was the one who suggested that he purchase the property from Tse. On cross-examination he testified that he gets the tenant's rent checks and deposits them and that he has written her eviction notices and posted them on her door. Additionally, he has an email address that he uses that is

³ Exhibit 4, the Grant Deed, shows the purchase price as \$454,000

⁴ Exhibit 3

⁵ Exhibit 9

james4410@gmail.com that only he has access to. Mr. Tse does not have access to that email account.

Tenant Ullman testified that since he purchased the property she has not met with Mr. Coleman and that her cross-examination of him was the first conversation she had had with him since he became the owner of her unit; that she has no way of contacting him other than via email; that he does not answer the phone; she has never seen him at the property; and that she believes she is communicating with Mr. Tse when she writes to the james4410@gmail.com email account. She further testified that she believes that Tse sold the property to friends for less money than he might have gotten on the open market and that this was a sign that the sales were not in good faith.

Ullman testified that Coleman came into her unit to see it before he purchased it but was in the unit for less than 60 seconds. After Coleman purchased the property, when he shower head broke, it was Mr. Tse, not Coleman, who came to her unit to attempt to repair it.

Coleman testified that no one but him has access to that email account. Tse testified that he does not have access to that email account.

Coleman testified that he did not receive any money from Mr. Tse prior to purchasing the unit.

Hellman testified that she moved into unit C at 4410 Edgewood Avenue, in January of 2012 at an initial rent of \$1,550 a month.⁶ On January 28, 2016, she received a rent increase notice purporting to increase her rent from \$1,660.30 to \$2,760.67, effective April 2, 2016.⁷ She received the rent increase notice because it was posted on her door. She possibly also got it in the mail but she does not remember.

Tse testified that his intent in selling the units was to be able to pay off his mortgage, which was an adjustable mortgage with rates that were increasing. After he sold the two units to Coleman and Yahaghi, he was able to pay off his mortgage. He provided proof that he paid off his mortgage.⁸

Tse further testified that he and Mr. Coleman did not decide together regarding a rent increase on the units they owned. After Coleman raised the rent on Unit B, Tse decided to raise the rent on Unit C to the same amount. Tse does not direct Coleman in the management of the property. Tse did not serve Coleman's rent increase notices or other documents. In one instance when Ullman's faucet was leaking, Tse tried to take care of the problem for Coleman because he was there doing work on the property.

Tse testified on cross examination that he had never spoken with Coleman and Yahaghi about selling the entire building together and that he has not decided whether or not he

⁶ Exhibit 6

⁷ Exhibit 7

⁸ Exhibit 10

will sell the one unit he continues to own. Tse did not pay off the tenants in Unit A to leave the property. Tse testified that the reason he sold the units to Coleman and Yahagi rather than on the open market is because he wanted to sell to them. Tse further testified on cross examination that he had informed Coleman and Yahagi that there had been claims before the RAP regarding the owner's right to increase the rent.

Ullman contended that because Tse sold the property to two of his close friends and not on the open market, there was evidence of some ulterior motive between the three now current owners to later sell the property after the tenants are priced out of the units (and the units are then vacant) all together for more money. She additionally contended that since the owners are all friends, that Tse retains some control over what happens in the building.

Ullman had offered into evidence a *Redfin* estimate regarding the value of the property. It was not admitted into evidence.⁹

Ullman additionally tried to argue that the units in question were not originally converted into condominiums through legal process. Her questions to Mr. Tse about this were limited by the Hearing Officer. (See below.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Does the Rent Adjustment Program have jurisdiction over whether the condominiums were legally subdivided?

The tenants sought to argue that the units in question were not ever legally subdivided. The RAP does not have jurisdiction over whether or not the units in question were legally subdivided. At the time the tenants' petitions were filed, each of the units in question had individual Assessor Parcel Numbers (APN). Therefore, they were de facto condominiums (units that could be sold separately.) Whether or not the condominium status was improperly granted is not a determination that can be made by the RAP.

Therefore, the tenant's questions to the owner about the original condominium conversion process was limited in scope.

Was Unit B Sold To a Bona Fide Purchaser for Value?

The evidence in this case established that Christopher Tse purchased the entire 3 unit apartment building located at 4410 Edgewood Avenue in 2004. In 2007, he began a process to subdivide the units into condominiums. At some point in 2007 or 2008, that process was approved and Tse was given three Assessor Parcel Numbers for the three separate units, when in the past there was only one APN.

⁹ This document was not admitted into evidence because there was no substantiation as to how *Redfin* determined the purported value of the unit in question. Additionally, the document (which was 9 pages) contained numerous comments regarding other properties in a section entitled "*What It Takes To Win An Offer Near 94602*")

In December of 2015, Tse sold Unit B to James Coleman. Coleman was a longtime friend of Tse's. He purchased the property for \$454,000. Twenty thousand dollars was paid by down payment, and Coleman financed the rest of the purchase price. There is no evidence that Tse paid any money to Coleman to purchase the property, or that Tse continues to control the unit in any substantive way. Since Coleman and Tse remain friends, the fact that Tse acted on Coleman's behalf to attempt a repair of a broken faucet does not change the basic facts.

Additionally, Ullman's contentions that there is something wrong with the purchase because Tse sold both of the units he sold to longtime friends is pure speculation. There is no evidence of a conspiracy. Tse has the right to sell in a private sale, or to sell the units on the open market. He chose to sell in a private sale to someone he knows. There is no evidence that had he sold on the open market he would have gotten more money for the units, and as such, the private sale is somehow suspect.

The case cited by Ullman, *Melendrez v. D and I Investments, Inc.*, 127 Cal.App.4th 1238, does not require a different result. In that case the court upheld a sale where a borrower claimed that a trustee sale of property to a new buyer was invalid because the buyer should have known of the borrower's continued assertion of a right to the property under a repayment agreement. The court held that in order to be a "bona fide purchaser" the buyer had to "purchase the property in good faith *for value*, and (2) have no knowledge or notice of the asserted rights of another." *Id* at 1251. With respect to the question of the rights asserted by another, the court discussed that the buyer should not have "knowledge or notice of a competing claim."

However, in this case, the mere fact that the tenants had previously filed claims against the owner in this forum, does not mean that the tenants had any potential rights or claims as owners of the property. The *Melendrez* case involved a prior owner of the property, not a tenant. The mere fact that Coleman knew that the tenants had brought previous claims against the owner in this forum does not mean that he was not a bona fide purchaser.

There is simply no evidence that the prior owner did anything out of the ordinary. Ullman's claims are conjecture. Coleman sought to sell his property. He sold two of the three units to people he knew. There is no law against this. Coleman was a bona fide purchaser for value.

Is Unit B Exempt From the Rent Adjustment Program?

The Oakland Rent Adjustment Ordinance (Ordinance) exempts single family residences and condominiums if they are exempt pursuant to the Costa-Hawkins Rental Housing Act, California Civil Code §1954.52.¹⁰ California Civil Code Section 1954.52(a)(3) [Costa-Hawkins] provides that a dwelling or unit which is separately alienable from any other dwelling or unit is exempt from local rent control after the units are subdivided and then "sold separately by the subdivider to a bona fide purchaser for value."¹¹

¹⁰ O.M.C. § 8.22.030(A)(7)

¹¹ Civil Code Section 1954.52(a)(3)(B)(ii)

In this case, the units were subdivided by Christopher Tse. After the subdivision, Tse sold Unit B to a bona fide purchaser for value. Therefore, Unit B is exempt from the Rent Adjustment Program.

Is Unit C Exempt From the Rent Adjustment Program?

The Costa-Hawkins Rental Housing Act holds that the original subdivider of a property is not exempt from rent control unless:

“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.” (Emphasis added.) Civil Code § 1954.52(a)(3)(B)(ii).

The evidence established that Christopher Tse lived in Unit B on the subject property from 2009-2012. However, he did not live there after the other two units were sold to Coleman and Yahagi.

Tse argued that it did not matter when he lived in the unit, as long as he lived there for at least one year after the subdivision occurred. Ullman argued that Tse had to live in the unit after the subdivision occurred for Tse to have the right to be exempt from rent control.

Ullman is correct. It is a maxim of statutory construction that “Courts should give meaning to every word of a statute if possible, and should avoid a construction making any word surplusage.” (*Arnett v. Dal Cielo* (1996) 14 Cal.4th 4, 22) Under general rules of statutory interpretation, an interpretation which has the effect of making statutory language null and void is to be avoided. (*People v. Woodhead* (1987) 43 Cal.3d 1002, 1010; *Prager v. Isreal* (1940) 15 Cal.2d 89, 93).

The key phrase to be analyzed in this subsection of the statute is the words “**that remaining**”. Tse’s unit does not become “that remaining” unit until after the other two units are sold. In order for Tse’s unit to be exempt from rent control he must have lived in the unit after he sold the other two units. He did not. Therefore, Unit C is not exempt from rent control.

As to Unit C, is there any justification for the rent increase?

Tenant Hellman contested a rent increase she received purporting to increase her rent from \$1,660.30 to \$2,800, effective April 2, 2016. In the Owner’s Response, his only justification for the rent increase was his argument that the unit is exempt from the RAP.

As noted above, the unit is not exempt from the RAP. Without any other justification, the rent increase is invalid.

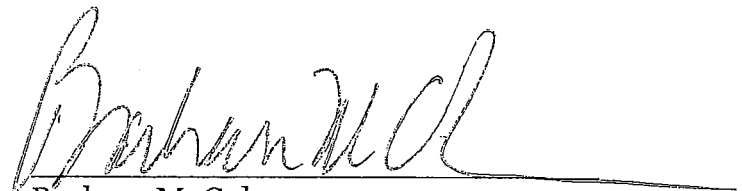
Additionally, the RAP allows only one rent increase in any 12 month period. O.M.C. § 8.22.070(A). Official Notice is taken of case T15-0390. In that case the Hearing Officer upheld a rent increase to Ms. Hellman's unit effective August 1, 2015. No rent increase can be given to this tenant at any time before August 1, 2016. This is another reason why the rent increase is invalid.

For these reasons, tenant Hellman's rent remains \$1,660.36.

ORDER

1. The petition of Tenant Ullman (T16-0073) is denied. The petition of Tenant Hellman (T16-0074) is granted.
2. Unit B is exempt from the Rent Adjustment Program. A Certificate of Exemption for the subject unit will be issued upon this Decision becoming final.
3. Unit C is not exempt from the Rent Adjustment Program.
4. The rent for Unit C remains \$1,660.36 a month.
5. The owner is not entitled to a rent increase on Unit C until August 1, 2016.
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) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: June 23, 2016



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T16-0073

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.

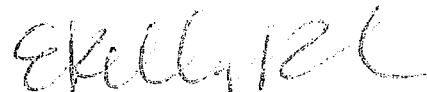
Today, I served the attached **Hearing Decision** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

James Coleman
490 Lakepark Ave #16091
Oakland, CA 94610

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 **July 1, 2016** in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program

000075

PROOF OF SERVICE

Case Number T16-0073 and T16-0074

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 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:

James Coleman
490 Lakepark Ave #16091
Oakland, CA 94610

James Coleman
360 Grand Ave #80
Oakland, CA 94610

Sarah Hellman
4410 Edgewood Ave #C
Oakland, CA 94602

Christopher Tse
296 Parkview Ter
Oakland, CA 94610

Brianne Ullman
4410 Edgewood Ave #B
Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 24, 2016** in Oakland, California.



Esther K. Rush
Oakland Rent Adjustment Program

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. 2016 MAR -3 PM 1:45
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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 - 160073

OWNER RESPONSE

Please print legibly.

Your Name <i>James Coleman</i>	Complete Address (with zip code) <i>490 Lake Park Ave. #16091 Oakland, 94610</i>	Phone: <i>(510) 463-1411</i> Email: <i>JColeman4910@gmail.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Bree Ullman</i>	Complete Address (with zip code) <i>4910 Edgewood Ave #B Oakland, Ca 94602</i>	

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

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

There are 3 residential units in the subject building. I acquired the building on 12/02/15

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 \$ 1500 / 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:**

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

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

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

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

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

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

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

V. IMPORTANT INFORMATION

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

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

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

VI. VERIFICATION

Owner must sign here:

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

Owner's Signature

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

File 0073 RC/BC

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp. 2015 FEB -3 PM 4:28
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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 Brienne Ullman	Rental Address (with zip code) 4410 Edgewood Ave Apt. B	Telephone (425) 318-0708
Your Representative's Name Sarah Hellman	Mailing Address (with zip code) " Apt C	Telephone (916) 201-7961
Property Owner(s) name(s) James Coleman Christopher Tse	Mailing Address (with zip code) 360 Grand Ave #80 Oakland, CA 94610 296 Parkview Terrace Oakland, CA 94610	Telephone (510) 463-1411

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. **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"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(g) 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 checked="" type="checkbox"/>	(h) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/>	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<input checked="" type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).

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

Date you moved into the Unit: April 1, 2010 Initial Rent: \$ 1,500.00 /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: Probably w/ lease If never provided, enter "Never."
Definitely on 6/1/13

- 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		
12/10/15	2/08/15	\$1601.11	\$2800.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/30/15	8/1/15	\$1545.00	\$1,682.77	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6/1/13	8/1/2013	\$1500.00	\$1545.00	<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

* 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.

L15-022 | T15-0389

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

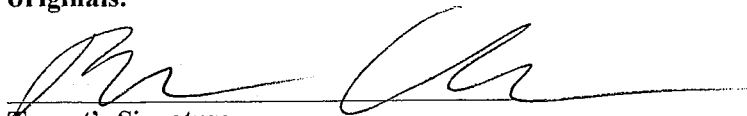
- Are you being charged for services originally paid by the owner? Yes No
- Have you lost services originally provided by the owner or have the conditions changed? Yes No
- Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

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

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

1/31/16

Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Notice of Change of Terms of Tenancy

Date: December 2, 2015

Received Dec. 2, 2015

To: Brianne Ullman

Tenant in possession of the premises at
4410 Edgewood Ave., #B
City of Oakland, County of Alameda, California

The terms of tenancy under which you occupy these premises are changed as follows:

As of **December 2nd, 2015**, **James Coleman** is the new owner / landlord.

You are hereby authorized and directed to make all future rent payments, beginning with the payment falling due on **January 01, 2016** to the New Owner at the following address:

360 Grand Ave., #80, Oakland, Ca 94610
ph: 510.463.1411

Please note that payments postmarked past the due date will be subject to all penalties as specified on the lease agreement. Additionally, new owner is aware that rent maybe adjusted per Rent Adjustment Program's decision on case # T15-0389

The change in terms of tenancy shall be effective immediately.


James Coleman - Landlord / Owner

12/2/2015
Date

subject property.

000083

2/3/16, 2:48 PM

