

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
PANEL MEETING  
JANUARY 30, 2020  
7:00 P.M.  
CITY HALL, HEARING ROOM #1  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA**

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. APPEALS\*
  - a. T19-0147, Cheam et al v. Kuo
  - b. L19-0092, Williams v. Tenants
5. ADJOURNMENT

**Accessibility.** This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

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

會場有適合輪椅出入設施。需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com)

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\* Staff recommendation memos for the appeals will be available at the Rent Program and the Clerk's office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.

或致電 (510) 238-3715 或 711 California relay

service。請避免塗搽香氛產品，參加者可能對化學成分敏感。

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

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

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care. Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

**CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**

**BOARD PANEL MEETING  
January 16, 2020  
7:00 p.m.  
City Hall, Hearing Room #2  
One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

The HRRRB Panel was called to order at 7:08 p.m. by Panel Chair, Robert Stone

**2. ROLL CALL**

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Robert Stone	Homeowner	X		
Kathleen Sims	Landlord Alt.	X		
Hannah Flanery	Tenant Alt.	X		

Staff Present

Oliver Luby	Deputy City Attorney, Office of the City Attorney
Barbara Kong-Brown	Senior Hearing Officer, Rent Adjustment Program
Kelly Rush	Program Analyst 1, Rent Adjustment Program

**3. OPEN FORUM**

James Vann

**4. NEW BUSINESS**

i. Appeal Hearing in cases:

- a. T18-0311, Cervantes v. Fong
- b. T19-0214, Coleman v. Lee
- c. L18-0173, Merritt on 3<sup>rd</sup> KW Lake Merritt v. Tenants

**a. T18-0311, Cervantes v. Fong**

Appearances	May Fong	Owner Appellant
	Xavier Johnson	Tenant Appellee Representative

**000003**

## Procedural Background

The owner appealed from a hearing decision denying the rent increases in the 2017 lease (\$1,233 for the first three months, \$1,400 thereafter) on the grounds that the owners did not seek prior approval from the Rent Adjustment Program for increases more than CPI or Banking, and stated that the tenants' base rent remains \$945.00. The Decision ordered restitution for rent overpayment and past decreased housing services in the amount of \$6,965.25 (\$6,729 for rent paid 9/1/17 to 11/1/17, and 12/1/17 to 10/1/19, and \$236.25 for problems with electrical outlets, windows, and drawers, 3/1/18 to 7/1/18), amortized over 24 months.

## Grounds for Appeal

The owners filed an appeal on October 9, 2019, on the following grounds:

- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence;
- Other.

Specifically, the owner contends that:

- (1) The Hearing Officer calculated the rent incorrectly, which is \$1,400.00 per the signed lease, not \$945.00;
- (2) Regarding the decreased housing claim, 1) the electrical outlet issue was caused by the tenants' overloading appliances and overcrowding of the 1 bedroom unit, 2) the restitution period was incorrectly calculated from March 2018 to July 2018, and 3) the owners were not advised of any problems until May 2018 and made repairs by June 1, 2018;
- (3) The Hearing Decision violates California Civil Code Section Article 2, Rental Agreement, §798.15-798.23.5. The original tenant was Nazana Nevarez, who sublet his unit to the tenant without the owner's prior written consent. The owner was unaware that tenants Amezquita and Cervantes were illegal tenants until August 24, 2017. The owners agreed to allow them to stay upon signing of a new lease, based on 3 persons residing in the unit. The lease provides that the rent for the unit may be raised to market rates when the last original tenant moves from the premises. The original tenant moved out and the owner raised the monthly rent to \$1,400.00;
- (4) The decision is not supported by substantial evidence because the tenants' claims are not supported with documents;
- (5) While the new tenants did not receive the RAP notice until they signed the new lease, the RAP notice was sent to the original tenant.

The owners also denied that they told the tenants that their rent would be increased because there were so many people living in the unit. On October 17, 2019, the Hearing Officer issued a Corrected Hearing Decision, removing the sentence on page 3 of the Hearing Decision stating "The owner also told the tenant her rent would be increased because there were so many people living in the unit."

The owner argued that 1) the prior tenant left without notice and she had no notice of the tenant's tenancy, 2) when the owner was notified of the new tenant she increased the rent to market rate, which was also stated in the lease, 3) the tenant committed fraud by stating only 3 people lived in the unit when there were 7 people in a one bedroom unit consisting of 600 square feet, causing a dangerous condition.

The tenant representative argued that the owner's documents submitted with the appeal were untimely and there was no evidence to support the owner's contentions, 2) the tenants paid rent directly to the owner since August 2015, 3) the tenants moved from one unit to another unit, and 3) the owner should have known the unit was vacant and who lived there, 4) the tenants told Mateo they had moved in, 5) there was no lease admitted into evidence regarding subletting, 6) the tenants signed the 2017 lease under duress and are only Spanish speaking and the lease was translated by their 14-year-old child and 6) the lease with a built-in increase is illegal.

The owner responded that 1) the original tenant was Nancy Navarro and did not tell her they had moved, 2) the tenant did not move from one unit to another, and 3) the rent checks were deposited into her bank account, but the deposit did not identify the renter.

#### Appeal Decision

After questions to the parties and Board discussion, R. Stone moved to remand the Hearing Decision to the Hearing Officer to address when the tenancy commenced and state the reasoning as to when the tenancy commenced, restating the monthly base rent, and disregarding any evidence on appeal. K. Sims seconded the motion.

The Board panel voted as follows:

Aye: R. Stone, K. Sims  
Nay: H. Flanery  
Abstain: 0

The motion carried.

#### **b. T19-0214, Coleman v. Lee**

Appearances	Robert Coleman, Tenant Appellant Claudine Hileman, Owner Representative
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Procedural Background

Tenant Coleman filed an appeal, contesting an Administrative Decision dismissing the tenant's petition for failure to respond to a deficiency letter.

Grounds for Appeal:

The tenant filed an appeal on October 15, 2019, on the grounds that he was denied a sufficient opportunity to present his claim. Specifically, he contended that (1) he did not get the Administrative Decision, (2) the repairs cited by the City were not made, (3) he received the deficiency letter late and contacted Mr. Mason which took several days because he was not in the office, (4) he had an office doctor's visit which left him unable to drive until October 15, 2019, (5) when he arrived at the City he called Mr. Mason who was not available, (6) elder abuse, (7) management and fire department broke into his unit to fight a fire-destroyed his chair and smoke damage which they never painted, (8) he has not had management paint in the forty years that he has lived in the unit, (9) management had a private eye follow him and tried to have him evicted for sub leasing which the Court denied, and (10) harassment.

The owner did not file a response to the tenant appeal.

Appeal Decision

After questions to the parties and Board discussion panel chair R. Stone moved to allow the tenant ten days from January 27, 2020, based on good cause because the tenant stated that he did not receive the deficiency letter, to respond to the deficiency letter so that the Hearing Officer may consider the substance of the tenant's petition. H. Flanery seconded the motion.

The Board panel voted as follows:

Aye: R. Stone, H. Flanery  
Nay: K. Sims  
Abstain: 0

**c. L18-0173, Merritt on 3<sup>rd</sup> KW Lake Merritt LLC v. Tenants**

Appearances	Sid Rosenberg	Owner Appellant
	Josie Seldon	Tenant Representative for Robert Lieberman
	James Vann	Tenant Representative for All Tenants

Procedural Background

Several tenants filed appeals to a Hearing Decision granting the owner \$2,574,730 in allowable cost for the capital improvements. The allowable monthly

amortized costs for the one bedroom apartments was \$73.20 for 120 months. The allowable monthly costs for the two bedroom apartments was \$109.80 for 120 months except for 20 units, which amounts were adjusted based on the amount of their base rents.

### Grounds for Appeal

The following tenants filed appeals:

#### 1. Robert Lieberman, Unit 1305, November 25, 2019

Tenant Lieberman filed his appeal on November 25, 2019. The proof of service of mailing for the Hearing Decision was on November 1, 2019, which would make his appeal untimely. However, the tenant claims that the appeal is timely because the postmark on the metered postage states that the decision was mailed on November 4, 2019.

The tenant claims that there are mathematical/clerical errors in the calculations, based on applying the imputed interest rate as a simple percentage of the allowable pass through, and that the amortized monthly cost for the two bedroom units is \$97.52, not \$109.80.

The tenant representative contended that the imputed interest calculation is incorrect, and that regarding the issue of late filing of the tenant appeal, although the proof of service states that the hearing decision was mailed on November 1, 2019, the postmark states that it was mailed on November 4, 2019, and the tenant's appeal was timely.

#### 2. Chun Yu, Unit 302, November 15, 2019

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board;
- The decision raises a new policy issue that has not been decided by the Board;
- He was denied a sufficient opportunity to present his claim or respond to the petitioner's claim;
- Other.

The tenant attached an appeal filed by James Vann described below.

#### 3. James Vann, on behalf of all Tenants, November 2019

Mr. Vann filed an appeal on the following grounds:

- The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board;
- The decision violates federal, state, or local law;

- He was denied a sufficient opportunity to present his claim or respond to the petitioner's claim;
- Other.

Specifically, he contends the following:

- The tenants raised the issue of "gold plating" but the Hearing Officer did not allow the tenants' exhibit on "gold plating" and there was no discussion or consideration of the "gold plating" issue;
- Not permitting a discussion of "gold plating" in a capital improvements case is a violation of local law;
- Tenant Yu was unable to attend the hearing on July 16, 2019, and the Hearing Officer did not permit Mr. Vann, the tenant representative, to testify regarding the "gold plating" issue;

Mr. Vann further contends that, while the owner of the building did not attend the Hearing and the case for the owner was presented by the owner's attorney, Mr. Vann was permitted to represent the case for the tenant petitioners but was not allowed to testify regarding the issue of "gold plating," which he asserts was one-sided and prejudicial. Mr. Vann states that the denial differs from the procedure of many hearings where sometimes only the representative is present.

Mr. Vann also asserts that the Hearing Officer's initial rejection of the tenants' exhibit 24, a quote for an equitable window replacement, and her statement that "the original decision to not allow Exhibit 24 (tenants' gold plating exhibit) into evidence was incorrect", does nothing to advance due process.

Finally, Mr. Vann contends that there was preponderance of evidence regarding mold and non-replacement of screens, and questions why the tenants did not receive a credit for decreased housing services.

The owner representative contended that the issue was whether there was an abuse of discretion by the Hearing Officer and there was none. Mr. Vann is attempting to re-litigate the "gold-plating" issue which has been appropriately decided. The tenant who went to Home Depot could have testified about the window estimate and if he was unable to attend the Hearing on July 16, 2018, he could have requested a continuance but he did not do so.

### Appeal Decision

After hearing party arguments, rebuttal, questions to the parties, and Board discussion, H. Flanery moved to remand the Hearing Decision to the Hearing Officer to hear Mr. Vann's testimony. There was no second and the motion failed.



R. Stone moved to remand the Hearing Decision to the Hearing Officer to allow Mr. Vann to testify what he learned at Home Depot limited to the Home Depot estimate, and the Hearing Officer can issue a new hearing or affirm the Hearing Decision. There was no second to the motion and the motion failed.

R. Stone moved to affirm the Hearing Decision based on substantial evidence. K. Sims seconded the motion.

The Board panel voted as follows:

Aye: R. Stone, K. Sims

Nay: H. Flanery

Abstain: 0

## 5. ADJOURNMENT

The meeting was adjourned at 10:00 p.m.

## CHRONOLOGICAL CASE REPORT


Case No.: T19-0147  
Case Name: Cheam et al v. Kuo  
Property Address: 548 105<sup>th</sup> Avenue, #1, Oakland, CA  
Parties: Sambat Cheam (Tenant)  
Cynthia Flores (Tenant)  
Micael Kuo (Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 8, 2019
No Owner Response filed	----
Hearing Decision mailed	December 3, 2019
Owner Appeal filed	December 19, 2019

000010

T19-0147 MS/BQ

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2019 JAN -8 AM 10:49
	<b>TENANT PETITION</b>	

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

**Please print legibly**

Your Name) <i>Sambat. Cheam / Cynthia Flores.</i>	Rental Address (with zip code) <i>548. 105 AVE. OAKLAND CA 94603. #APT 1</i>	Telephone: <i>(510) 450-9000</i> E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <i>Michael, Kuo</i>	Mailing Address (with zip code) <i>21573, Same.</i> ↓	Telephone: <i>(510) 374-1100</i> Email: <i>N/A.</i>
Property Manager or Management Co. (if applicable) <i>Raymond. Covera.</i>	Mailing Address (with zip code) <i>21573, Foothill blvd. #214 Hayward. ca.</i>	Telephone: <i>(510) 450-9000</i> FAX# <i>888</i> Email:

Number of units on the property: 11

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

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

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

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

<input 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) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input type="checkbox"/>	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input type="checkbox"/>	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
<input type="checkbox"/>	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
<input type="checkbox"/>	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
<input type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/>	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input type="checkbox"/>	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 8-1-14. Initial Rent: \$ 300 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
12/21-18	2-1-19.	\$ 850	\$ 1250	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8-1-14.	8-1-14-	\$ 300	\$ 500	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12-14-15	12-14-15	\$ 500	\$ 700	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2-1-16	2-1-16.	\$ 700	\$ 770.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2-1-17.	2-1-17-	\$ 770	\$ 850	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

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

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

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

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

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

Please attach documentary evidence if available.

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

**IV. VERIFICATION:** The tenant must sign:

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

*Samuel Cleam*  
*[Signature]*  
\_\_\_\_\_  
Tenant's Signature

*1-8-19*  
\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

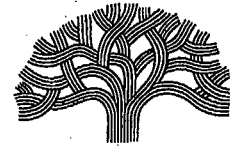
### **File Review**

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

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

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

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBER:** T19-0147, Cheam et al v. Kuo  
**PROPERTY ADDRESS:** 548 105<sup>th</sup> Avenue, #1, Oakland, CA  
**DATES OF HEARING:** August 21, 2019  
**DATE OF DECISION:** December 2, 2019  
**APPEARANCES:** Sambat Cheam, Tenant  
Cynthia Flores, Tenant  
No appearance by owner

**SUMMARY OF DECISION**

The tenant's petition is granted in part. The legal rent for the unit is set forth in the Order below.

**CONTENTIONS OF THE PARTIES**

The tenants filed a petition on January 8, 2019, contesting a series of rent increases on the grounds that the increases exceeded the CPI Adjustment and are unjustified or are greater than 10%; and that no written notice of the Rent Program was given to them together with the rent increase notice or at least 6 months before any increase.

Neither the owner nor the manager, both of whom were served with the Tenant Petition, filed a response to the tenant petition and neither appeared at the Hearing.

**THE ISSUES**

1. Was it proper to hold a Hearing without the owner or manager present?
2. When, if ever, were the tenants served with written notice of the RAP Program (*RAP Notice*)?
3. What rent increases can the tenant contest?
4. What is the allowable rent before consideration of restitution?
5. How long is the tenant entitled to restitution for overpaid rent?
6. What, if any, restitution is owed between the parties and how does it affect the rent?

///

## EVIDENCE

Owner Information: The tenants testified that Michael Kuo owns the property and that the offsite manager is his broker, Raymond Correa. Mr. Correa had given them his address in Hayward, CA as the same address they listed on the petition.

The tenants testified that Correa informed them that he had received the paperwork from the City of Oakland about their claim with the Rent Adjustment Program (RAP).

Official Notice is taken of the file in this case. There are proofs of service in the file that state that on June 3, 2019, a landlord notification letter and blank landlord response form was sent to the owner and the manager at the address 21573 Foothill Blvd, #214, Hayward, CA along with a copy of the *Notice of Settlement Conference and Hearing* setting the Hearing for August 21, 2019. It is the policy of the RAP to include a copy of the Tenant Petition with the notification letter.

The notification letter sent to the owner and the manager states in part: **“YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE ON THE PROPER FORM AND MUST BE RECEIVED AT THE CITY OF OAKLAND’S RENT ADJUSTMENT PROGRAM OFFICE ON OR BEFORE THE DUE DATE.”** (Emphasis in the original.)

None of the documents sent to the owner or manager were returned to the RAP as undeliverable.

Rent History: Tenant Cheam testified that he initially moved into the 4 bedroom unit in an 11 unit building more than 20 years ago with his parents when he was a teenager. Over time, his mother died and then his father moved away. Tenant Cheam lives there now with his wife, Cynthia Flores. Since approximately 2000, the tenants have been acting as the onsite property manager for a series of owners.

The tenants were never served the Notice to Tenants of the Rent Adjustment Program (RAP Notice)<sup>1</sup>.

The current owner, Michael Kuo, purchased the property in August of 2014. At the time, the tenants were paying \$300 a month in rent. Mr. Kuo hired Raymond Correa, a broker, as an offsite manager. The tenants would collect the rent from the other tenants, and Raymond would come monthly and pick up the rent.

After Mr. Kuo purchased the property, he raised the rent by creating a new lease for the tenants. This lease specified that the rent for the tenants unit would be \$500 a month, effective August 1, 2014, but also contained a handwritten note that starting in October of 2014, the rent would increase to \$700 a month.<sup>2</sup> The tenants paid \$500 in August-

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<sup>1</sup> The tenants were shown a copy of the RAP Notice at the Hearing, and denied ever seeing it before.

<sup>2</sup> All Exhibits referred to in this Hearing Decision were admitted into evidence without objection.



September of 2014, and then increased their payments to \$700 a month, pursuant to the lease.

In August of 2014, another lease was signed.<sup>3</sup> This lease kept the rent at \$700 per month.

In February of 2016, the tenants' rent was increased to \$770 a month. They paid this increase. Then in February of 2018, the tenants' rent was increased to \$850 a month. The tenants paid this increase. Then in December of 2018, they were served a Notice of Change in Terms of Tenancy purporting to increase their rent from \$850 to \$1,250 a month, effective February 1, 2019.<sup>4</sup> While there has been some discussion with Raymond that the tenants were being fired from their jobs as onsite managers, the tenants continue to collect rent, and Raymond continues to come to their unit to pick up the rent. They additionally do other duties around the building as well like talking to the tenants about problems in the unit.

After the tenants' rent was increased to \$1,250, the tenants paid \$880 a month in rent from February through June of 2019. Since July of 2019, the tenants and the owner agreed that the tenants would pay \$600 a month in rent and continue to be the onsite managers. The tenants will continue to pay \$600 a month until a Hearing Decision is issued.

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

#### **Was it proper to hold a Hearing without the owner or manager present?**

In order to proceed with a Rent Adjustment Hearing the property owner and/or manager must be notified of the pending action.<sup>5</sup> Here the record shows that the property owner and manager each received a copy of the *Tenant Petition* and original *Notice of Hearing*. Further, none of the documents were returned as undeliverable, and the tenant testified that he spoke with Mr. Correa about the petition and that he knew about the claims.

Since the owner and manager were given the required notice of the proceedings, a Hearing was properly held despite the owner and the owner representative's failure to appear.

#### **When, if ever, was the tenant served with written notice of the RAP Program (RAP Notice?)**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>6</sup> and together with any notice of rent increase or change in the terms of a

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<sup>3</sup> Exhibit 2

<sup>4</sup> Exhibit 4

<sup>5</sup> Rent Adjustment Program Regulations, O.M.C. § 8.22.090 B 2

<sup>6</sup> O.M.C. § 8.22.060(A)

tenancy.<sup>7</sup> An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.<sup>8</sup>

The owner has the burden of proof to establish that *RAP Notices* have been served.

The tenants' testimony that they never received the *RAP Notice* is credible. It is determined that no *RAP Notice* has been served on the tenants.

### **What rent increases can the tenants contest?**

If a tenant has been served a *RAP Notice* with a rent increase notice, a tenant has 90 days to contest a rent increase. O.M.C. § 8.22.090(A)(2)(a). However, a tenant can contest all rent increases when no *RAP Notice* has been served.

Since the owner has not met its burden of proof that a *RAP Notice* has been served in this case, all rent increases can be contested.

### **What is the allowable rent before consideration of restitution?**

The tenants testified that in 2014, prior to the current owner purchasing the property, their rent was \$300 a month. However, the tenants had no documentation of any kind to support the \$300 monthly rent. The first documentation the tenant had substantiating their rent is the lease from August of 2014, which set the rent at \$500 a month. Therefore, it is found that the tenant and the owner had an agreement that the tenant would pay \$500 a month in rent and do certain duties of an onsite property manager. The duties remained constant throughout their tenancy. Without proper notice, the owner may not increase the rent above the \$500.<sup>9</sup> Therefore, the tenants' rent reverts to \$500 a month, plus a continuation of the work that was performed as onsite property manager.

### **How long is the tenant entitled to restitution for overpaid rent?**

The tenants filed their petition on January 8, 2019. A Hearing Decision is being issued in this case at the beginning of December of 2019, approximately 11 months after the tenants first filed their petition.

In this case, the tenants contested a series of rent increases. All the increases were invalid. The first contested rent increase was effective October 1, 2014, more than three years prior to the tenant's petition filing. The question then, is how long can the tenant be granted restitution?

There is no indication in the Rent Adjustment Ordinance as to how far back a tenant can seek reimbursement for claims related to rent overpayments. The Code of Civil

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<sup>7</sup> O.M.C. § 8.22.070(H)(1)(A)

<sup>8</sup> O.M.C. § 8.22.060 (C)

<sup>9</sup> This is true despite the fact that the lease stated that the rent would go up to \$700 a month in October of 2014. Parties cannot agree to violate the Ordinance, and the Ordinance sets forth that rent cannot go up more than once a year.

Procedure states that the statute of limitations for “actions upon a liability created by statute, other than a penalty or forfeiture” is three years. A statute of limitations looks backward from the date a cause of action is filed, but does not limit the amount of restitution a person may receive based on the length of time a matter takes to get resolved. Tying a tenant’s recovery to the date a decision is ultimately reached, deprives the tenant of reimbursement for actionable wrongs doing during the period of processing.

There have been a variety of RAP Hearing Decisions and Appeals Decisions that have referred to a Rent Board policy to limit restitution to three years. (See *Huante v. Peinado*, T14-0232, in which the HRRRB stated that “The Hearing Decision granted restitution for decreased housing services for up to three years because the tenant did not receive the notice.” The case was affirmed by the Board, but the issue of whether restitution was granted for the correct amount of time was not discussed.) See also *Barajas v. Chu*, T06-0051.

The HRRRB also referred to this matter in *Sherman v. Michelson*, T12-0332. In that case the Board stated that the Hearing Officer had granted restitution “for a period of three years prior to the filing of the petition.” Furthermore, again without discussing the substance of the matter, the HRRRB upheld a finding of more than 36 months of restitution in the case of *Titcomb v. Vinyard-Ide*, T17-0575 and *Garcia v. SMC East Bay*, T18-0164.

It is held that it is proper to limit the recovery of restitution to 36 months (three years) prior to the filing of a tenant petition. This may mean that a tenant is entitled to more than 36 months of total recovery because of the amount of time a case takes to be processed through the RAP. Nonetheless, the statute of limitations is still being followed, as a statute simply sets how far back a recovery can begin, but does not limit the total amount of recovery awarded.

The chart below begins the discussion of restitution starting on February 1, 2016, (three years before the tenant petition was filed) which is less than three years prior to the filing of the tenants’ petition.

**What, if any, restitution is owed between the parties and how does it affect the rent?**

Before consideration of rent overpayments, the tenant’s base rent is \$500 a month plus the duties of an onsite manager, as agreed upon by the parties. As noted above, the tenants’ rent reverts to \$500 a month, effective January 1, 2020, since all prior rent increases were invalid.

Additionally, as noted on the chart below, the tenant is entitled to restitution of \$13,180 for overpayment of rent (through December 31, 2019). While an overpayment is usually adjusted over a period of 12 months, when the restitution is 2636% of the monthly rent,

it is proper to extend the restitution period to 48 months.<sup>10</sup> The restitution deduction is \$274.58 a month for 48 months.

The tenants are entitled to begin to deduct the restitution owed from their rent, after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

**Additionally, if the owner wishes to pay the tenants the restitution in one lump sum, he has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

OVERPAID RENT							
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total	
1-Feb-16	31-Jan-18	\$770	\$500	\$ 270.00	24	\$ 6,480.00	
1-Feb-18	31-Jan-19	\$850	\$500	\$ 350.00	12	\$ 4,200.00	
1-Feb-19	30-Jun-19	\$880	\$500	\$ 380.00	5	\$ 1,900.00	
1-Jul-19	31-Dec-19	\$600	\$500	\$ 100.00	6	\$ 600.00	
<b>TOTAL OVERPAID RENT</b>						<b>\$ 13,180.00</b>	
RESTITUTION							
MONTHLY RENT						\$500	
TOTAL TO BE REPAYED TO TENANT						\$13,180.00	
TOTAL AS PERCENT OF MONTHLY RENT						2636%	
AMORTIZED OVER			48	MO. BY REG. IS		\$ 274.58	

### ORDER

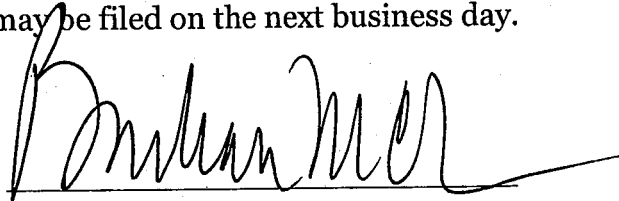
1. Petition T19-0147 is granted.
2. The tenant's base rent, before consideration of restitution is \$500 a month. All rent increases are invalid.
3. Due to overpayment of rent, the tenants are owed restitution of \$13,180. This overpayment is adjusted by a rent decrease for 48 months in the amount of \$274.58 a month.
4. The tenants are entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
5. If the owner wishes to, he can repay the restitution owed to the tenants at any time. If he does so, the monthly decrease for restitution ends at the time the tenants are provided restitution.

<sup>10</sup> Regulations, Section 8.22.110(F)

6. The owner may otherwise be entitled to increase the rent. However, no rent increase notice can be effective any earlier than 6 months after the tenants have been served with the *RAP Notice*. If the owner serves a rent increase notice while the restitution order is still in effect, the restitution will be deducted from the new base rent.

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

Dated: December 2, 2019



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T19-0147**

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

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

**Documents Included**

Hearing Decision

**Manager**

Raymond Correa  
21573 Foothill Blvd. #214  
Hayward, CA 94541

**Owner**

Michael Kuo  
21573 Foothill Blvd. #214  
Hayward, CA 94541

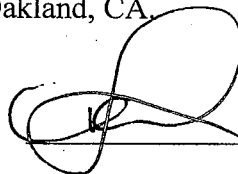
**Tenant(s)**

Cynthia Flores  
548 105th Avenue Unit 1  
Oakland, CA 94603

Sambat Cheam  
548 105th Avenue Unit 1  
Oakland, CA 94603

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 03, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

**000022**

RECEIVED

 <p>CITY OF OAKLAND</p>	<p><b>CITY OF OAKLAND</b>  <b>RENT ADJUSTMENT PROGRAM</b>          250 Frank Ogawa Plaza, Suite 5313          Oakland, CA 94612          (510) 238-3721</p>	<p>For date stamp  <b>DEC 19 2019</b></p>
	<p>RENT ADJUSTMENT PROGRAM  <b>OAKLAND</b></p> <p><b><u>APPEAL</u></b></p>	

<p>Appellant's Name  <b>Raymond Correa / Michael Kuo</b></p>		<p><input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant  <input checked="" type="checkbox"/> MANAGER</p>
<p>Property Address (Include Unit Number)  <b>548 105 Th. Ave. Apt H1 Oakland, CA 94603</b></p>		
<p>Appellant's Mailing Address (For receipt of notices)  <b>21523 Foothill Blvd. Ste J14          Hayward, CA 94541</b></p>		<p>Case Number  <b>T19-0147</b></p>
		<p>Date of Decision appealed  <b>12-3-19</b></p>
<p>Name of Representative (if any)</p>		<p>Representative's Mailing Address (For notices)</p>

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

1) There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.) *MO. payments of 16, \$19 are not correct*

2) Appealing the decision for one of the grounds below (required):

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

For more information phone (510) 238-3721.

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

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 14.

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

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

<b>Name</b>	Sambat Cheam & Cynthia Flores
<b>Address</b>	548 105th Ave. Apt #1
<b>City, State Zip</b>	Oakland, CA 94603
<b>Name</b>	Rental adjustment Program
<b>Address</b>	250 Frank Ogawa Plaza Suite 5313
<b>City, State Zip</b>	Oakland, CA 94612

Raymond Lawa Propert. Manager for Michael Kuo	12-17-19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

Hand delivered

Hand delivered

For more information phone (510) 238-3721.



APPEAL

TO: HEARING DECISION MADE ON 12/02/2019

HEARING DATE ON 08/21/2019

CASE # T19-0147 CHEAM ET AL VS MICHAEL KUO

NO APPEARANCE BY OWNER, MICHAEL KUO

REASONS FOR THIS APPEAL ARE AS FOLLOWS:

1. First of all the reason why Michael Kuo did not appear at this hearing was because the hearing was set so far in advance, as early as the beginning of the year, and also because after numerous communications by phone, through property manager, Raymond Correa, we finally reached an agreement with Sam on or about the 15<sup>th</sup> of June, when we agreed to again reduce his rent down to \$600. Per month starting 07/01/2019 and as of this date I was left with the impression that as of that date we had reached a friendly agreement and that they would proceed to cancel the hearing dated for 08/21. In my mind the problem was solved.
2. The amounts of rent that are showing on your schedule are a bit different than the records kept by our book keeper, therefore we feel like there are some adjustments that need to be made and considered for the purposes of calculating actual rent paid, and will include a more precise schedule for your consideration.
3. Also in regards to actual rent paid we have not identified a dollar amount to the asserted value of the tenants work and or efforts

000025

(2)

in their participation of their duties as assistants to the property manager, and therefore the increases that have been given or should have been given, the total amount of rent paid + the asserted value of the tenants labor should be considered so, that in reality the amount of rent paid is much higher than shown, and therefore the allowable increases every year for the past 4 years would be a higher allowable amount, because the allowable increases would apply to a higher dollar amount of actual rent paid... if we consider the credit given for their labor...and the trouble that we are now having which is essentially the same problem that Sam and I (Raymond Correa) had when we were in the middle of attempting to negotiate an agreement earlier this year, & and that was " what is the value of their labor" .... ?? and should we apply that value to...or that same dollar amount to the actual amount of rent paid.

4. Tenants failed to produce a copy of RAP NOTICE given to them on the date of the signing of rental agreement dated 08/01/2014 signed together and attached to the rental agreement. Other RAP NOTICES might have been given, except for that those would not necessarily have been signed by the tenants, because it is not the practice of this office to obtain signatures from the tenants when such a notice is given, simply because all notices of changes are not deemed to be "addendums" to an agreement but rather they are simply notices.... And having given the notice the start date of the new rental amounts is understood that are required to be paid as per the notice, even though the tenants do not have the

**000026**

(3)

opportunity to sign the said "notice of change".... However this one notice that the office keeps in file do contain a copy of a RAP NOTICE signed by one of the tenants, and would like the opportunity to share with the hearing officer.

So, for these (4) reasons we would like to have the opportunity to come before the hearing officer and present the information and request that a different decision be made based on all of this new information that was not given and or considered at the last hearing of 08/21/2019

Thank-you in advance for your consideration, and your attention to this matter, we look forward to meeting with you in the near future.

Attentively,

Raymond Correa  
Michael Kuo

property manager &  
property owner

000027



**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT**

(C.A.R. Form LR, Revised 11/12)

Date 08/01/2014

MJK Pacific Capital Inc.

Sambat Cheam, Cynthia Flores ("Landlord") and \_\_\_\_\_ ("Tenant") agree as follows:

**1. PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 548 105th Ave. #1, Oakland, Ca 94603.
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: \_\_\_\_\_ ("Premises").
- C. The following personal property, maintained pursuant to paragraph 11, is included: stove & refrigerator or  (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance city of oakland.

**2. TERM:** The term begins on (date) August 1, 2014 ("Commencement Date"), (Check A or B):

- A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** and shall terminate on (date) August 1, 2015 at 5  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 500 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day. \$700 Starting 10-01-14
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. **PAYMENT:** Rent shall be paid by  personal check,  money order,  cashier's check, or  other Cash, to (name) MJK Pacific Capital Inc., at (address) C/O RECH 21573 Foothill Blvd, Hayward, CA 94541 (phone) (510) 733-2395, or at any other location subsequently specified by Landlord in writing to Tenant) (and  if checked, rent may be paid personally, between the hours of 10:00am and 6:00pm on the following days Monday-FRIDAY). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

**4. SECURITY DEPOSIT:**

- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to \_\_\_\_\_ shall be paid by  personal check,  money order, or  cashier's check. MJK Pacific Capital Inc.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>08/01/2014</u> to <u>08/31/2014</u> (date)	\$500.00			
*Security Deposit			\$500.00	08/01/2014
Other <u>10/01/14</u>	\$700.00			
Other _____			\$700.00	10/01/2014
<b>Total</b>	<b>\$1,200.00</b>		<b>\$1,200.00</b>	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (S.C) (C.F)

Landlord's Initials (M) (\_\_\_\_)

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LR REVISED 11/12 (PAGE 1 OF 6)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)**

Agent: Raymond Correa

Phone: 510.733.2395

Fax: 888.327.2395

Prepared using **000028** are

Broker: Real Estate Connection Hayward, 21573 Foothill Blvd. #214 Hayward, CA 94541

**6. LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  \_\_\_\_\_) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 50.00 or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

**7. PARKING: (Check A or B)**

- A. Parking is permitted as follows: designated parking area only (2) spaces

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR  B. Parking is not permitted on the Premises.

**8. STORAGE: (Check A or B)**

- A. Storage is permitted as follows: storage area

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

**9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:**

except Garbage & Water, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

**10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s).**

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  \_\_\_\_\_) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  10) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: \_\_\_\_\_

**11. MAINTENANCE:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain All structural and mechanical
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials ( SC ) ( CR )

Landlord's Initials ( 12 ) ( \_\_\_\_\_ )



548 105th Ave. #1

Premises: Oakland, Ca 94603

Date: June 8, 2014

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: 1 outside

14. (X) (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

- 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_ days or \_\_\_
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

- 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_ days or \_\_\_
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive \_\_\_ prior to the Commencement Date, or \_\_\_):

- (X) 2 key(s) to Premises, \_\_\_ remote control device(s) for garage door/gate opener(s),
\_\_\_ key(s) to mailbox, \_\_\_
\_\_\_ key(s) to common area(s), \_\_\_

B. Tenant acknowledges that locks to the Premises \_\_\_ have, \_\_\_ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials (S.C.)(C.F.)

Landlord's Initials (h)( )

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LR REVISED 11/12 (PAGE 3 QF 6)

Reviewed by \_\_\_ Date \_\_\_



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- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23.  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 24.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
  - A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_ ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials ( J.C. ) ( C.F. )

Landlord's Initials ( [Signature] ) ( \_\_\_\_\_ )



548 105th Ave. #1

Premises: Oakland, Ca 94603

Date: June 8, 2014

35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: MJK Pacific Capital Inc.

Tenant: Sambat Cheam

C/O Real Estate Connection

548 105th Ave. #1

21573 Foothill Blvd. #214

Oakland, Ca. 94603

Hayward, CA 94541

37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. **REPRESENTATIONS:**

**A. TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**B. LANDLORD REPRESENTATIONS:** Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. **MEDIATION:**

**A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

**B.** The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

**C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interpreter/Translator Agreement (C.A.R. Form ITA);

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement: Item 40 of this page is to be deleted, null and void and of no effect. Tenant and landlord are to be agreeable that in the event of any litigation both parties will each pay for their own council as necessary

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. **AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) Real Estate Connection

is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name)

(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

**B. DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials ( S.C. ) ( C.F. )

Landlord's Initials ( K ) (      )





548 105th Ave. #1

Premises: Oakland, Ca 94603

Date: June 8, 2014

46.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant [Signature] Sambat Cheam Date 08/01/2014  
Address 548 105th Ave. #1 City Oakland State Ca Zip 94603  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant [Signature] Cynthia Flores Date 08/01/2014  
Address 548 105th Ave. #1 City Oakland State Ca Zip 94603  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (I) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (II) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (III) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
Guarantor Address \_\_\_\_\_ Date \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Raymond Correa Date 08/01/2014 Landlord \_\_\_\_\_ Date \_\_\_\_\_  
MIK Pacific Capital Inc.  
Address C/O RECH 21573 Foothill Blvd, Hayward, CA 94541  
Telephone \_\_\_\_\_ Fax (888) 327-2395 E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 44.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Real Estate Connection BRE Lic. # \_\_\_\_\_  
By (Agent) Raymond Correa Raymond Correa BRE Lic. # 00866460 Date 08/01/2014  
Address 21573 Foothill Blvd #214 City Hayward State CA Zip 94541  
Telephone (510) 733-2395 Fax (888) 327-2395 E-mail \_\_\_\_\_

Real Estate Broker (Leasing Firm) \_\_\_\_\_ BRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ BRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

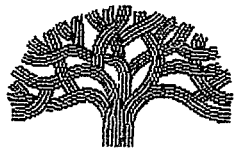
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CITY OF OAKLAND  
P.O Box 70243, OAKLAND, CALIFORNIA 94612-0243



Department of Housing and Community Development  
Rent Adjustment Program

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

**NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM**

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.
- If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office (250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612) or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.
- Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

**TENANTS' SMOKING POLICY DISCLOSURE**

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Baun Thoang Baun quyeaen loiil cuua ngodoi thuea trong Oakland naoy cuong cou baeng tieang Vieat. Nea cou moat baun sao, xin goiil (510) 238-3721.

2016

JAN

2

3

4

5

6

7

8

9

10

11

12

Rent Paid

700

700

700

700

700

700

700

700

700

700

700

000035

Value of Labor

500

500

500

500

500

500

500

500

500

500

500

500

Total

1,200

1,200

1,200

1,200

1,200

1,200

1,200

1,200

1,200

1,200

1,200

1,200

Paid

Total

4,400-

Market

Value of Unit

based on

Other Similar

Units in Complex

\$1,350-

FIRE

Handred

MISC

1099

TRUC

Total

6000-

\$1,350-

2017

JAN 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 / 11 / 12

000036

Rent Paid

700 700 770 770 770 775 770 775 770 770 700 500

Value of Labor

500 500 500 500 500 500 500 500 500 500 500 500

Total Rent Paid

1,300- 1,370 1,370 1,370 1,370 1,375 1,370 1,375 1,370 1,370 1,300 1,300

Market Value of Unit based on other similar units in complex \$1,350-

Market Value of Unit based on other similar units in complex \$1,350-

Six

ADDRESS

MISC 1099 INC

Total 7,200-

Total 16,270

\$1,350-

2018

JAN

2/3/4

5/6

7/8

9/10

11/12

RENT  
Paid

~~850~~  
770

~~850~~

~~850~~

~~850~~

~~850~~

~~850~~

~~1,000~~  
1,000

~~1,000~~  
850

~~850~~

~~850~~

~~850~~

~~850~~

000037

Value of  
Labor

700

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

~~700~~

Total

1,700

~~1,550~~

~~1,500~~

~~1,500~~

~~1,500~~

~~1,500~~

~~1,700~~

~~1,550~~

~~1,550~~

~~1,550~~

~~1,550~~

~~1,550~~

~~1,550~~

Paid

Market

Value of  
Unit

based on  
Other Similar  
Units in  
Complex  
\$1,350.-

MARKET  
RENT  
\$1,450.-

100% MISC TAX

total

8,400.-

2019 JAN 2 3 4 5 6 7 8 9 10 11 12

000038

Rent Paid

850 880 880 880 880 880 880 600 600 600 600 600

Value of Labor

~~500~~ 700 ~~500~~ 700 ~~500~~ 700 ~~500~~ 700 ~~500~~ 700 ~~500~~ 700 ~~500~~ 700 ~~500~~ 700

900 700 700 700 700 700 700 700 700 700 700 700 700

Total Rent Paid

1,550 1,580 1,580 1,580 1,580 1,580 1,580 1,300 1,300 1,300 1,300 1,300

Market Value of Unit based on Other Similar Units in Complex

Market Rent

1,534

Other Similar Units in Complex \$1,350-

Actual

\$9,300-

## CHRONOLOGICAL CASE REPORT

Case No.: L19-0092  
Case Name: Williams v. Tenant  
Property Address: 3242 Magnolia St., Oakland, CA  
Parties: Camille Williams (Owner)  
Joseph Williams (Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	February 11, 2019
Administrative Decision mailed	December 10, 2019
Owner Appeal filed	December 27, 2019

**000039**

City of Oakland Rent Adjustment Program

Property Owner Petition

Case Petition: 10323  
 Property Address 3242 MAGNOLIA ST

2.11.2019  
 49.0092  
 HA/KM

Party	Name	Address	Mailing Address
Manager	Camille Williams	P.O. Box 584 Westmont, IL 60559	P.O. Box 584 Westmont, 60559
Owner	Joseph Williams	P. O. Box 584 Westmont, IL 60559	P. O. Box 584 Westmont, 60559
Representative	Camille Williams	P. O. Box 584 Westmont , IL 60559	P. O. Box 584 Westmont , 60559

Business Information

Business License Number	00043759
Have you paid your business license?	No
Have you paid the Rent Adjustment Program service fee(\$68 per unit)?	No
Is there more than one street address on the parcel?	No

Rental Property Information

Unit Type	Apartment, Room or Live-work
Number of Units	2
Date on which you acquired the building	3/26/1999
RAP Notice given to tenants in each unit affected by petition?	No
On what date was the RAP Notice given?	
Have you previously filed a petition regarding this property?	Yes

000040



City of Oakland Rent Adjustment Program

Property Owner Petition

Case                      Petition: 10323

Property Address      3242 MAGNOLIA ST

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**Reasons for Petition**

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Exemption-New Construction

**Mediation**

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Mediation Requested

No

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**000041**



CITY OF OAKLAND

OFFICE OF PLANNING AND BUILDING

250 Frank H. Ogawa Plaza, Suite 2340

INSPECTION SERVICES

Oakland, CA 94612

(510) 238-3587

CERTIFICATE OF OCCUPANCY

C.O. NO. 00-944

2018 JAN 10 PM 3:24

SITE ADDRESS 3242 Magnolia Street

PROPERTY OWNER Joseph Williams

PERMITS RB 9903495 RE 0000114

PERMITTEE Same

RP 9902266 RM 0000053

PARCEL NO. 005-0473-030-00

INSPECTION APPROVED 04/25/00

OCCUPANCY R-3 STORIES 2

USE OF PREMISES Dwelling - 2 Family

CONSTRUCTION V-N FIRE SPRINKLER No

UBC: EDITION 97 ORDINANCE 12150 C.M.S.

JOB DIVISION

PLANNING PERMITS ZONE

NO. OF UNITS: CONDO RENTAL\*

BLDG CODE VARIANCES

STORY ROOM DESCRIPTION HABITABLE ROOMS

BASEMENT

1st 1 Unit With: Kitchen, Living Room, Den, Dining Room, Study, 3 Bedrooms,

" 3 Baths. 8

2nd 1 Unit With: Kitchen, Living Room, Den, Dining Room, Study, 3 Bedrooms,

" 3 Baths. 8

ON-SITE PARKING: 4 Spaces. ROOM TOTAL 16

COMMENTS: PAGE ONE OF ONE

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 FOR ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

BUILDING OFFICIAL

BY [Signature] INSPECTION SERVICES MANAGER

1/10/2018 DATE ISSUED

000042



CITY OF OAKLAND

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

Planning & Building Department

Bureau of Building

[www.oaklandnet.com](http://www.oaklandnet.com)

(510) 238-3891

FAX: (510) 238-2263

TDD: (510) 238-3254

01/05/2018

WILLIAMS JOSEPH  
PO BOX 4919  
OAKLAND CA 94605-6919

Dear Mr. Williams

RE: 005 -0473-030-00; 3242 MAGNOLIA ST, Oakland, CA

This letter is in response to your recent request for a building review for rent control exemption. Please see the enclosure for all the pertaining records we were able to locate after an extensive and thorough search.\*

The Building Services department has concluded the following information for the address(es) in question based on the available information for permit RB9600053 and RB9903495

- The Building Services Department issued the permit RB9600053 to demolish a vacant single family dwelling on 8/20/1996.
- The Building Services Department issued the aforementioned permit for a new 2 unit building on 09/15/1999 (RB9903495), and Inspection Services finalized it on 4/25/2000.
- The building permit reflects the valuation of proposed work to be \$268,000.

Upon review of the referenced information, I have made the determination that the building located at 3242 MAGNOLIA ST was substantially rebuilt in 1999 as a new construction (in excess of 50% of the average basic cost for new construction) and was completed during the allotted timeframe

Should you have any questions with regard to this evaluation, please feel free to contact me at (510) 238-6315. I am available Monday through Friday between the hours of 8:30 and 11:30 am.

Sincerely,

  
Timothy Low P.E.  
Inspections Manager

Enclosure: pertaining record documents

\* All permit history, including Certificate of Occupancy (C.O.) was transferred onto microfiche up until 1995. As part of that process, the original records were destroyed. Records for rebuilt after the 1991 "Hills Fire" was administered through the satellite "Hills Office" and the new C.O. cannot be found on the microfiche.

**000043**



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

Housing and Community Development  
Department Rent Adjustment Program

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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** L19-0092, Williams v. Tenants  
**PROPERTY ADDRESS:** 3242 Magnolia Street, Oakland, CA  
**PARTIES:** Camille Williams, Owner  
Joseph Williams, Owner

### **INTRODUCTION**

The owner filed a Landlord Petition for Certificate of Exemption on February 11, 2019, but failed to provide the names and addresses of the tenants in the subject property. On November 18, 2019, a Deficiency Notice was issued asking the owner to, among other things, provide the names of all the tenants residing in the subject building within ten (10) days. The owner responded to the Deficiency Notice but failed to provide the names of the tenants in the subject building. Therefore, the petition is dismissed.

### **ORDER**

1. Petition L19-0092 is dismissed.

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

Dated: December 10, 2019

  
Maimoona Sahi Ahmad  
Hearing Officer  
Rent Adjustment Program

**000044**

**PROOF OF SERVICE**

**Case Number 119-0092**

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

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

**Documents Included**

Administrative Decision

**Manager**

Camille Williams  
P.O. Box 584  
Westmont, IL 60559

**Owner**

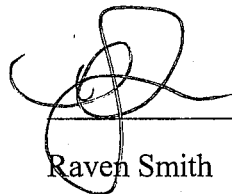
Joseph Williams  
P. O. Box 584  
Westmont, IL 60559

**Owner Representative**

Camille Williams  
P. O. Box 584  
Westmont, IL 60559

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 10, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

**000045**

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	2019 DEC 27 For date stamp: 3: 03  KM/MA  <u><b>APPEAL</b></u>
--	--	--

Appellant's Name		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Joseph Williams			
Property Address (Include Unit Number)			
3242 Magnolia Street			
Appellant's Mailing Address (For receipt of notices)		Case Number	
P.O. Box 584			619-0092
Westmont, IL 60559		Date of Decision appealed	
			12/10/19
Name of Representative (if any)		Representative's Mailing Address (For notices)	
Camille Williams		P.O. Box 584	
		Westmont, IL 60559	

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

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


For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
 I declare under penalty of perjury under the laws of the State of California that on Dec. 27, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Valerie Coleman
<b>Address</b>	3242 Magnolia Street Unit B
<b>City, State Zip</b>	Oakland, Ca 94608
<b>Name</b>	Bophia Atu U1
<b>Address</b>	3242 Magnolia Street Unit A
<b>City, State Zip</b>	Oakland, Ca 94608

	12/27/19
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

**IMPORTANT INFORMATION:**

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

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

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



To whom this may concern,

The original petition was filed February 2019. There were technical difficulties we experienced with inputting documents and the tenants information. On February 11, 2019 I called the Rent Board Department to seek help, but nobody ever called back or sent a letter regarding our issue. The case was set to a case manager in August 2019, but it wasn't until November 20, 2019 that there was a request for additional information to be sent in. I called the Rent Board in April 2019 and never was able to reach anybody about the concerns of the technical difficulties I experienced. On November 19, 2019 I called Keith Mason's direct in to ask him if the tenant information would be a problem and to make sure everything was okay with my paperwork. I did not hear anything back from Mr. Mason until December 12, 2019, to let me know the decision, but he never indicated if he received my voicemail pertaining to the tenant information. I believe the timeframe of asking for documentation was unfair as they deadline to have the paperwork in was November 28, 2019, which was Thanksgiving day. I did not receive the paperwork about the requests for documents until after the deadline. As we all know holiday cause for a delay in mail. Being that the case was filed February 2019 the turn around time for documents should not be less than 30 days of the hearing as it does not give the tenants sufficient time to respond as they are supposed to have 35 days to respond. I tried to make sure everything was fulfilled before the hearing date, but the only way I had available to communicate with the Rent Board is by phone, there's no email address on the website to contact to report technical difficulties. The only way to communicate is phone, but I have never received a phone call back pertaining to my concerns. I called Mr. Mason on December 12, 2019 after speaking to him about my concerns and his voicemail was full, so I don't know if he ever received my voicemail so how do I know the main line of received my voicemail if the caseworker's aren't checking their voicemail? So I reached out to seek help, but I did not receive the help I needed as I stay in another state so I can only communicate through phone and email. Apparently I was asked to provide a Grant Deed as well, which it does not say in the Regulations that we have to provide this information. As it seems as we file there is new information that is requested that was not indicated in the Rules and Regulations of filing a petition. It would be helpful if there was a list of all documents requested before filing so we can eliminate situations like this. I have no problem providing information requested, but the timeframe requested by the Rent Board puts me at a disadvantage. The paperwork was filed February 2019, but we only received 10 days during a holiday period to get the paperwork in leaving no room for the tenants to have sufficient time as respond.

Thank you,

Camille Williams

000049