

**THE CITY OF OAKLAND'S HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD WILL HOLD A SPECIAL CLOSED
SESSION ON THURSDAY, SEPTEMBER 12, 2019,
FROM 6:30 P.M. to 7:00 P.M. IN HEARING ROOM #1, CITY HALL,
ONE FRANK H. OGAWA PLAZA, OAKLAND, CA**

The Board Will Convene in Open Session Prior to Adjourning to Closed Session and Will Report Out Any Final Decisions in Hearing Room 1 During the Board's Open Session Meeting Agenda

- 1. Pursuant to California Government Code Section 54956.9(a) & 54956.9 (d)(1):**

CONFERENCE WITH DEPUTY CITY ATTORNEY – PENDING LITIGATION

- a) Lantz Properties II, LLC v. City of Oakland
Alameda County Superior Court Case No. RG19008583**

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@oaklandca.gov 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@oaklandcagov 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@oaklandca.gov 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.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
REGULAR MEETING
September 12, 2019
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - a. Approval of Board Minutes from July 25th, 2019
4. OPEN FORUM
5. SPECIAL ORDER OF BUSINESS
 - a. Presentation of Plaque for Debra Mesaros
6. APPEALS*
 - a. L18-0086, Kingston Ave Partners LLC v. Tenants
 - b. L18-0035, Lew v. Tenants
 - c. T17-0371, Arnold v. Farley Levine Properties
7. ACTION ITEMS
 - a. Formation of additional ad hoc committees.
8. INFORMATION AND ANNOUNCEMENTS
 - a. Update on RAP staffing model (*Program Manager*)
 - b. Update on RAP community outreach activities (*Program Manager*)
9. COMMITTEE REPORTS AND SCHEDULING
 - a. Ad Hoc Committee Report (Dry-rot v. Deferred Maintenance)

* Staff recommendation memos for the appeals will be available at the Rent Program and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090.

10. ORAL REPORT OF FINAL DECISIONS MADE DURING CLOSED SESSION

11. ADJORNMENT

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@oaklandca.gov 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@oaklandca.gov 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@oaklandca.gov 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
Full Board Meeting
July 25, 2019
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:35 p.m. by Board Chair Jessie Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Tanaia Hall	Tenant	X		
Rose Auguste	Tenant	X		
Hannah Flanery	Tenant Alt.			X
C. Todd	Tenant Alt.			X
Robert Stone	Homeowner	X		
Jessie Warner	Homeowner	X		
Ardis Graham	Homeowner	X		
Edward Lai	Homeowner Alt.			X
Julia Ma Powers	Homeowner Alt.			X
Karen Friedman	Landlord	X		
Terrence Williams	Landlord	X		
Benjamin Scott	Landlord Alt.			X
Kathleen Sims	Landlord Alt.			X

Staff Present

Ubaldo Fernandez	Deputy City Attorney
Chanee Franklin Minor	Program Manager
Barbara Kong-Brown	Senior Hearing Officer
Kelly Rush	Program Analyst 1

3. CONSENT ITEMS

a. Approval of Board Minutes, June 27, 2019, and July 11, 2019

K. Friedman moved to approve both minutes. T. Hall seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, R. Stone, J. Warner, A. Graham, T. Williams, K. Friedman
Nay: 0
Abstain: 0

The motion was approved by consensus

4. OPEN FORUM SPEAKERS

James Vann (deferred comment to discussion of ad hoc committee)

5. OLD BUSINESS

A. Ad Hoc Committee

1. Membership and Issues to be discussed

J. Warner moved to discuss this item after New Business. T. Williams seconded.
The Board voted as follows:

Aye: T. Hall, R. Auguste, R. Stone, J. Warner, A. Graham, T. Williams, K. Friedman
Nay: 0
Abstain: 0

The motion was approved by consensus

6. NEW BUSINESS

A. Appeal Hearings

i. T18-0379, Alvarez v. Geary

Appearances: Stanley Geary Owner Appellant

Matthew Alvarez Tenant Appellee

The tenant filed a petition to contest three rent increases on the ground that he did not receive the notice of the existence of the Rent Adjustment Program (RAP), and also claimed decreased housing services regarding shared utility bills. The hearing officer found that the tenant did not receive the RAP notice, set the monthly base rent at \$1,295, and granted restitution totaling \$5,689.00 for rent overpayments. She also determined that the owner may not charge the tenant for utilities because the RAP regulations prohibit the splitting of utilities.

The owner appealed the hearing decision on the grounds that he did provide the RAP notice to the tenants at the inception of the tenancy on January 10, 2013, and disputed that there was a decrease in housing services. The tenant vacated the unit on December 10, 2018, and there is no rent to adjust.

The tenant contended that he never received the RAP notice and there are errors in the hearing decision rent calculation.

After arguments made by the parties, questions and Board discussion, R. Auguste moved to affirm the hearing decision based on substantial evidence with a correction in the hearing decision on Bate stamp page 28, of the maximum monthly rent, from \$1,300 to \$1,295.00; and, to correct the time for filing a petition from 90 days to 120 days. T. Williams seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, J. Warner, T. Williams, K. Friedman, A. Graham

Nay: R. Stone

Abstain: 0

The motion carried.

ii. L18-0127, Pelly v. Tenants

Appearances: Steven Pelly Owner Appellant

 Beatriz Torrez Tenant Appellee

 Marian McNairy Tenant Appellee

The owner filed a petition for approval of a rent increase based on capital improvements for replacement of a roof. The hearing decision stated that he failed to provide evidence 14 days prior to the hearing and there was no evidence that he paid the RAP program fees for 2018 and 2019. The hearing officer denied the capital improvement pass-through on the grounds that the roof replacement constituted deferred maintenance.

The owner filed an appeal on the grounds that he did not fail to provide evidence 14 days prior to the hearing and was instructed by RAP staff to bring relevant documents to the hearing which he did. He provided signed RAP notices and evidence of paid RAP fees going back to 2014 within 3 hours of the request at the hearing. He stated that the 2019 RAP fees were not delinquent until March 1, 2019, and the hearing was on February 6, 2019. He contended that the roof replacement was not the result of deferred maintenance.

Tenant Beatriz Torrez contended that she has been a tenant for 11 years and there were prior problems with roof leaks in her unit.

Tenant McNairy stated this is an old building and the repairs were a necessity.

After arguments made by the parties, questions and Board discussion, R. Stone

moved to reject the hearing decision and remand it to the hearing officer with instruction to approve the capital improvement pass through and calculate the imputed interest per the Ordinance. T. Williams seconded.

After further discussion R. Stone restated the motion to remand the hearing decision to the hearing officer to approve the capital improvement and consider the evidence submitted as to whether there was substantial evidence to support the capital improvement pass-through. If so, recalculate the amount of the pass-through, including imputed interest, per the Rent Ordinance. T. Williams seconded.

T. Hall offered a friendly amendment that approval of the pass through is subject to the hearing officer providing the proper analysis to support the capital improvement pass-through. The amendment was accepted by R. Stone and T. Williams.

Aye: T. Hall, R. Stone, J. Warner, A. Graham, T. Williams, K. Friedman

Nay: R. Auguste

Abstain: 0

The motion carried.

5. OLD BUSINESS

A. Ad Hoc Committee

i. Report by T. Hall and T. Williams

The plan is (1) To meet with a building inspector to understand what constitutes dry rot, and when it is determined to be deferred maintenance v. a capital improvement; (2) Speak to hearing officers regarding factors in determining what constitutes deferred maintenance for a possible decision matrix.

There was discussion of the duration of this ad hoc committee, and that it may exceed three months if needed.

The Board also discussed the following:

- Issues could be addressed in another ad hoc committee;
- Formation of a committee to review rules and regulations in the Ordinance;
- Invite Board members to attend the next full Board meeting even if they are not scheduled to attend if they are interested in participating in an ad hoc committee;

- Prioritization of issues at a future meeting;
- Notify members to send emails to staff requesting prioritization of issues for future ad hoc committee consideration.

James Vann spoke on the issue in open forum.

At 9:57 p.m. J. Warner moved to extend the Board meeting past 10:00 p.m. R. Stone seconded.

The Board voted as follows:

Aye: R. Auguste, J. Warner, R. Stone, A. Graham, K. Friedman
Nay: T. Hall, T. Williams
Abstain: 0

The motion carried.

The Board asked for a status of the appeal cases backlog and peer review audit. Ms. Franklin Minor stated that there is an efficiency ordinance pending approval by the City Council that should help with the backlog. The backlog has been reduced from 90 to 28. Cases. By January or February 2020, the goal is to return to 2 board meetings per month. Staff is in the process of contacting jurisdictions for a peer review audit.

Board Chair J. Warner requested that formation of new ad hoc committees, prioritization and addition of issues and membership be placed on the Board agenda at the earliest possible full Board meeting.

Board members T. Hall left at 10:05 p.m. and K. Friedman left at 10:07 p.m.

7. SCHEDULING AND REPORTS

A. Report by Ubaldo Fernandez, Deputy City Attorney on Administrative Writs

Mr. Fernandez prepared a report concerning the Administrative Writs filed against the City of Oakland. Some of the cases interpret old versions of the Ordinance. Case number 8 in the report, 525 Hyde Street CNML Properties, RG 862841, concerns the substantial rehabilitation exemption which has been eliminated from the Ordinance. The case involving Wiebe also deals with the substantial rehabilitation exemption. The Lantz and Wiebe cases concern the issue of what constitutes proof of payment.

Several of the cases involve the interpretation of Costa-Hawkins. The Fong and Fanfu cases deal with the issue of whether the unit is "sold separately". The Owens case interpreted the issue of whether a single-family home where the owner rents out individual rooms, is subject to rent control, or is exempt from the Rent Ordinance. The Board has ruled that it is subject to the Rent Ordinance and the Court agreed.

B. Rent Efficiency Ordinance

James Vann-Speaker

The Board discussed the proposed Rent Efficiency Ordinance. The purpose of the Ordinance is to reduce the appeals backlog. The Ordinance requires the parties to serve documents on each other, eliminates a party's request for a full board, reduces the appellants' speaking time to three minutes, and increases the number of cases heard by the Board from three to four.

The Board had questions about the following:

- That the Board "only" hear cases involving an owner petition seeking a certificate of exemption, a claim of exemption in response to a tenant petition, or other important decisions as determined by Staff;
- The staff person who would be the appeal officer;
- The cases that would be heard by the appeal panel;
- The three-minute speaking time for an appellant and elimination of the option of an appellant to request a full board.

The Ordinance will be submitted at the September 10, 2019, CED committee meeting, and the September 17, 2019, City Council Meeting. The Board's input will be considered and there may be further adjustments before these meetings.

Board member Ardis Graham left at 10:46 p.m.

The Board also discussed the attendance policy in the Ordinance, that there are four possible meetings per month and there was a suggestion to retain the language about missing "3 consecutive meetings."

C. Report by Ubaldo Fernandez, Deputy City Attorney on Outcome of Closed Session

Mr. Fernandez reported that at 6:00 p. m. there was a confidential closed session with Deputy City Attorney Jamilah Jefferson and himself regarding pending litigation against the City (Section 54956.9 (a) and 54956.9 (d)(1) of the Government Code). They discussed the cases listed in the Closed Session Agenda and no final action was taken by the Board.

8. ADJOURNMENT

The Board meeting was adjourned by consensus at 10:50 p.m.

**CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
Special Closed Session
July 25, 2019
6:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 6:08 p.m. by Board Chair Jessie Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Tanaia Hall	Tenant	X		
Rose Auguste	Tenant	X		
Hannah Flanery	Tenant Alt.			X
C. Todd	Tenant Alt.			X
Robert Stone	Homeowner		X	
Jessie Warner	Homeowner	X		
Ardis Graham	Homeowner		X	
Edward Lai	Homeowner Alt.			X
Julia Ma Powers	Homeowner Alt.			X
Karen Friedman	Landlord	X		
Terrence Williams	Landlord	X		
Benjamin Scott	Landlord Alt.			X
Katleen Sims	Landlord Alt.			X

Board members Robert Stone and Ardis Graham and Robert Stone appeared at 6:30 p.m. and 6:32 p.m. respectively.

Staff Present

Ubaldo Fernandez	Deputy City Attorney
Barbara Kong-Brown	Senior Hearing Officer
Kelly Rush	Program Analyst 1

Chanee Franklin Minor appeared at 7:00 p.m.

The meeting was adjourned to Closed Session with Deputy City Attorney Jamilah Jefferson regarding pending litigation in the following cases:

a. Fong v. City of Oakland, Case No. RG18930130, Alameda County Superior Court

b. Fanfu v. City of Oakland, Case No. RG 19012876, Alameda County Superior Court

c. Wiebe v. City of Oakland, Case No. RG 19008666, Alameda County Superior Court

The Closed Session adjourned at 7:35 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: L18-0086

Case Name: Kingston Avenue Partners, LLC v. Tenants

Property Address: 396 Bellevue Avenue, Oakland, CA

Parties:

Kimberly Roehn	(Owner Representative)
Tanya Moynihan	(Owner Representative)
Melinda Richardson	(Tenant)
Frayda Garfinkle	(Tenant)
Carmen Castro Rojas	(Tenant)
David Simmons	(Tenant)
Michele Kappel-Stone	(Tenant)
John Rogers	(Tenant)

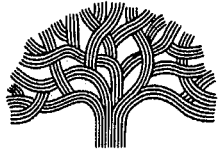
TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	April 23, 2018
Tenants' Responses filed	July 30 th and July 31st, 2018
Hearing Decision mailed	February 14, 2019
Tenants' Appeals filed (18)	March 4, 2019
Owner filed response to Tenants' Appeals	March 26, 2019

000014

118-0084 RC/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2015 APR 23 AM 11:13
	<u>PROPERTY OWNER</u> <u>PETITION FOR</u> <u>APPROVAL OF RENT</u> <u>INCREASE</u>	

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach copies of the documents that support your petition. Before completing this petition, please read the Rent Adjustment Ordinance (Oakland Municipal Code 8.22), sections 8.22.010 through 8.22.190, and the Rent Adjustment Program Regulations.

Your Name Kingston Avenue Partners, LLC Rep: Kristopher Lamont, Bay Apartment Advisors	Complete Address (with zip code) 201 19th St., Suite 200 Oakland, CA 94612	Daytime Telephone: 510-879-7344
		E-mail: klamont@bayaptadvisors.com
Your Representative's Name (if any) Kimberly Jeger Roehn	Complete Address (with zip code) 1954 Mountain Blvd. #13125 Oakland, CA 94611	Daytime Telephone: 510-698-9560
		E-mail: kim@roehnlaw.com
Property Address (If the property has more than one address, list all addresses) 396 Bellevue Avenue, Oakland, CA 94610		

Total number of units on property: 30

Date on which you acquired the building: 11/10/2015

Type of units (circle one) House Condominium Apartment Room, or Live-Work

Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
On what date was the RAP Notice first given?	At move-in and with each annual rent increase	
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Oakland Business License number.	00185187	

<p>Have you paid the Rent Adjustment Program Service Fee (\$68 per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.) Note: If RAP fee is paid on time, the property owner may charge the tenant one-half of the \$68 per-unit RAP Service fee (\$34).</p>	<p>Yes</p>	<p>No</p>
<p>Use the table on the next page to list each tenant who is affected by this petition.</p>		

REASON(S) FOR PETITION.

Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.

You must attach organized documentation clearly showing the rent increase justification(s) and detailing the calculations to which the documentation pertains. All documents submitted to the Rent Adjustment Program become permanent additions to the file. (Regs. 8.22.090.C)

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by (check all that apply):

- Banking (Reg. App. 10.5)
- Capital Improvements (Reg. App. 10.2)
- Fair return (Reg. App. 10.6)
- Increased Housing Service Costs (Reg. App. 10.1)
- Uninsured Repair Costs (Reg. App. 10.3)

Have you ever filed a petition for this property?

- Yes
- No

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

n/a

List each tenant and requested information for each unit affected by this petition. Increases based on increased housing service costs and fair return affect all of the units on the property. Attach additional sheets if necessary.

Address	Unit #	Tenant Name(s)	Phone	E-mail	Current Rent
PLEASE SEE ATTACHED (P. 11-12)					

Uninsured Repair Costs: Uninsured repair costs are casualty losses that are not reimbursed to the property owner. See Regulations for details. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

Increased Housing Service Costs: Housing Service Costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit and also known as "operating expenses". The most recent two years of operating expenses are compared to determine if a rent increase greater than the CPI is justified. The calculation in both years must provide a reasonable comparison of all expenses. Evidence is required to prove each of the claimed expenses.

Fair Return: A property owner may submit evidence to show that without the requested rent increase he or she is being denied a fair return on the investment. A fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year (2014), subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

Banking: "Banking" refers to deferred allowed annual rent increases. These annual rent increases are known as CPI increases. CPI rent increases that were not given, or were not given in full, can be carried forward to future years. Subject to certain limitations, property owners may defer giving CPI increases up to ten years. CPI increases that were not imposed within ten years expire. No banked increase can exceed three times the then current CPI allowable increase. If your petition includes a request for a banked increase, **attach a rent history for the current tenant(s) in each affected unit.**

You do not need to petition the Rent Adjustment Program for approval to increase rent based on banking. Rents can be increased for banked CPI rent increases by giving the Tenant a rent increase notice. (Note that the Tenant can file a petition contesting the increase if the Tenant believes the banking is incorrect or unjustified.) If you do choose to petition for approval of a banked rent increase, provide the documentation and calculations as required by this petition.

Capital Improvements: Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement spread out over an amortization period as set forth in the Amortization Schedule below. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

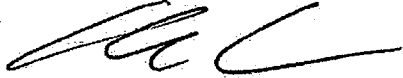
- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 1, 2017, improvements will be amortized over five years unless the increase causes a rent increase over 10 percent in one year or 30 percent in five years, in which case the amortization period will be extended until the rent increase is smaller than 10 percent in one year or 30 percent in five years.

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
Common hallway remodel - Floors (carpet)	\$10,400.00	4/28/16	4/7/16; 5/2/16
Common hallway remodel - Lighting	\$4,300.00	4/28/16	4/7/16; 5/2/16
Common hallway remodel - Paint/walls	\$15,000.00	4/28/16	4/7/16; 5/2/16
Windows (all)	\$121,152.27	5/9/16	5/9/16; 6/13/16; 5/9/16
Exterior paint	\$46,500.00	3/30/18	3/19; 3/23; 3/27; 3/30/18
SUBTOTAL:	\$197,352.27		

Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
SUBTOTAL:				

Verification (Each petitioner must sign this section):

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



Owner's Signature

4/20/18

Date

Owner's Signature

Date

File Review

Your tenant(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. **You will be sent a copy of the Tenant's Response. Copies of attachments submitted with the Response form are not sent, out, but can be reviewed in person at the Rent Adjustment Program office by calling (510) 238-3721 to schedule a file review.** When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files.

Mediation Program

If you are interested in submitting your dispute to mediation, please read the following information carefully. To request mediation, all petitioners must sign the form that follows. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both you and your tenant(s) agree and after both a petition and a response have been filed with the Rent Adjustment Program. You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided by a Hearing Officer other than your mediator.

IF YOU WANT TO SUBMIT YOUR CASE TO MEDIATION, PLEASE CHECK THE APPROPRIATE BOX AND SIGN.

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

Owner's Signature (for mediation request)	Date
Owner's Signature (for mediation request)	Date

Amortization Schedule (Rent Board Regulations Appendix A Exhibit 1)
For Petitions with Permits Issued on or after February 1, 2017

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

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

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

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

TOTAL RENT INCREASE FOR EACH UNIT

Unit	Current Rent	Allowed Pass Through per Unit (from F23 if building wide only)	Imputed Interest	Amortization Period (years)	Allowed Monthly Increase	Percent Increase
101	\$2,063.00	\$4,604.89	3.437%	5	\$83.64	4.05%
102	\$1,530.00	\$4,604.89	3.437%	5	\$83.64	5.47%
103	\$2,074.00	\$4,604.89	3.437%	5	\$83.64	4.03%
104	\$2,074.00	\$4,604.89	3.437%	5	\$83.64	4.03%
105	\$1,254.00	\$4,604.89	3.437%	5	\$83.64	6.67%
106	\$1,405.00	\$4,604.89	3.437%	5	\$83.64	5.95%
107	\$1,451.00	\$4,604.89	3.437%	5	\$83.64	5.76%
108	\$1,555.00	\$4,604.89	3.437%	5	\$83.64	5.38%
109*	\$2,347.78	\$3,911.89	3.386%	5	\$70.96	3.02%
110	\$1,071.00	\$4,604.89	3.437%	5	\$83.64	7.81%
201	\$1,789.00	\$4,604.89	3.437%	5	\$83.64	4.68%
202	\$1,555.00	\$4,604.89	3.437%	5	\$83.64	5.38%
203	\$2,115.00	\$4,604.89	3.437%	5	\$83.64	3.95%
204	\$1,744.00	\$4,604.89	3.437%	5	\$83.64	4.80%
205	\$1,938.00	\$4,604.89	3.437%	5	\$83.64	4.32%
206	\$1,425.00	\$4,604.89	3.437%	5	\$83.64	5.87%
207*	\$2,557.50	\$1,085.00	3.804%	5	\$19.89	0.78%
208	\$1,348.00	\$4,604.89	3.437%	5	\$83.64	6.20%
209	\$1,337.00	\$4,604.89	3.437%	5	\$83.64	6.26%
210*	\$2,395.00	\$1,085.00	3.804%	5	\$19.89	0.83%
301	\$1,721.00	\$4,604.89	3.437%	5	\$83.64	4.86%
302*	\$2,295.00	\$1,085.00	3.804%	5	\$19.89	0.87%
303	\$1,866.00	\$4,604.89	3.437%	5	\$83.64	4.48%
304*	\$2,995.00	\$1,085.00	3.804%	5	\$19.89	0.66%
305	\$1,234.00	\$4,604.89	3.437%	5	\$83.64	6.78%
306	\$1,042.00	\$4,604.89	3.437%	5	\$83.64	8.03%
308	\$1,373.00	\$4,604.89	3.437%	5	\$83.64	6.09%
308	\$1,348.00	\$4,604.89	3.437%	5	\$83.64	6.20%
309*	\$2,245.48	\$3,911.89	3.386%	5	\$70.96	3.16%
310	\$1,224.00	\$4,604.89	3.437%	5	\$83.64	6.83%
* Pass-through portion modified based on move-in date						

PROPERTY OWNER REPLY / UPDATE TO PETITION
CASE NO: L18-0086

CASE NAME: Kingston Avenue Partners, LLC v. Tenants (Case No. L18-0086)
PROPERTY ADDRESS: 396 Bellevue Avenue, Oakland, CA 94610
REPRESENTATIVE: Kimberly Jeger Roehn, Rep. for Kingston Avenue Partners, LLC
HEARING DATE: October 9, 2018, 10:00 am

It has come to the Owner's attention that one element of the capital improvement work was incorrectly described in its initial petition. Accordingly, the Owner files the following updates to the petition:

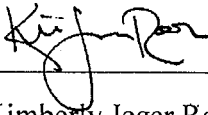
- Page 5: Chart, "CATEGORY" column, Line 1 currently reads: "Common hallway remodel – Floors (carpet)". **This shall be updated to read: "Common hallway remodel – Demo and install new baseboard/casing/chair rail"**.
- Page 52: Calculator, "IMPROVEMENT OR REPAIR" column, Line 1 currently reads: "Hallways remodel – carpet". **This shall be updated to read: "Hallways remodel – Demo and install new baseboard/casing/chair rail"**.

This update only affects the description of work in the petition; it does not affect the other inputs previously submitted for total cost, date completed, date paid, amount paid, or any element in the calculator. The new description is also consistent with all the evidence previously submitted with the petition (see bid, invoices, payments, petition pages 17-20).

ATTACHMENTS: The following items are attached and incorporated into the petition:

- The above-described petition pages containing updated text (2 pages total)
- 25 photos depicting the capital improvement work described in the petition

I declare under penalty of perjury that the information provided is true and accurate.



Kimberly Jeger Roehn

8/23/18

Date

RECEIVED

AUG 23 2018
DEBT ADJUSTMENT PROGRAM
OAKLAND

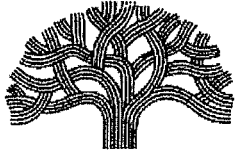
000027

Capital Improvements: Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement spread out over an amortization period as set forth in the Amortization Schedule below. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 1, 2017, improvements will be amortized over five years unless the increase causes a rent increase over 10 percent in one year or 30 percent in five years, in which case the amortization period will be extended until the rent increase is smaller than 10 percent in one year or 30 percent in five years.

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
Common hallway remodel - Demo and install new baseboard/casing/chair rail	\$10,400.00	4/28/16	4/7/16; 5/2/16
Common hallway remodel - Lighting	\$4,300.00	4/28/16	4/7/16; 5/2/16
Common hallway remodel - Paint/walls	\$15,000.00	4/28/16	4/7/16; 5/2/16
Windows (all)	\$121,152.27	5/9/16	5/9/16; 6/13/16; 5/9/16
Exterior paint	\$46,500.00	3/30/18	3/19; 3/23; 3/27; 3/30/18
SUBTOTAL:	\$197,352.27		

Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
SUBTOTAL:				



CITY OF OAKLAND

RECEIVED

JUL 30 2010

RENT ADJUSTMENT PROGRAM

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Jenny Mckeel	Complete Address (with Zip Code) 396 Bellevue Ave. Apt-208 OAKLAND 94610	Telephone 415-310-7884
Your Representative's Name N/A	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: Around 40 units

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 9/25/2010

Date you moved into this unit: 10/1/2010

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

Yes No ***my unit is subject to rent control**

Initial Rent: \$ 1250.00

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other (if other please specify)

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

Yes No

000030

Please list the date you first received the Notice to Tenants 7/2/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
Feb. 8 2017	April 1 2017	\$1322	\$1398	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Jim Muel
Tenant's Signature

7/30/18
Date

Tenant's Signature

Date

Important Information


This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

The owner is not entitled to the proposed rent increase due to the following permissible objections to a capital improvement petition:

- **The work claimed was not performed;**
 - **The costs are excessive or unreasonable;**
 - **The work is more luxurious or costly than necessary, considering the socioeconomic status of building's existing tenants, and it was not necessary for reasons of health, safety or excessive maintenance costs.**
1. On Page 5, item No. 1-Common Hallway Remodel \$10,400.00 for Floors Carpet was never done. There has not been any new carpet installed in the common areas since the new owners took possession.
 2. In the packet of information that I received from the Housing and Community Development Department, there was no proof of payment provided for the capital improvements listed on Page 5. I viewed the file attachments at 250 Frank Ogawa Plaza and the proof of payments provided did not specify what the payments were for. The amounts for the painting and lighting projects listed on Page 5 seem inflated.
 3. The painting of the hallways and the building does not benefit tenants. The painting in the hallways did not improve the look of those common areas and was not necessary for maintenance or safety of these areas. The owner removed all the individual art on the hallway walls, which was never replaced by the promised "better" artwork. The hallway walls remain blank to this day. They chose an icy blue color to complement the existing carpeting. The end result is a sterile and clinical appearance, instead of what used to be warm and welcoming hallways. Painting the building was not necessary for any maintenance, safety, or appearance. The color was poorly conceived and the building now resembles a prison.
 4. During the exterior painting, which was supposed to take 2 weeks, the tenants were subjected to 6 weeks of inconvenience while their windows were covered with plastic allowing for no outside view or air. The crew left messes each day with slick plastic covering the stairs and drop cloths left on the landings offering a perfect opportunity for tenants to trip and fall. No one was supervising to ensure the least amount of disruption and safety for the tenants.
 5. The removal and replacement of the existing lights next to each tenant unit was unnecessary. The lights were in perfect condition and working order and better matched the period of the building. Furthermore, the overhead lighting in the hallways and exterior walkways provide all the lighting needed. The new lights merely provide another reason to add more cost toward Capital Improvements.
 6. On Page 5, item No. 4 Windows cost \$46,500.00. However, the only new windows that benefit me are the three small windows in my one-bedroom apartment. Larger two-bedroom apartments have six large windows. I should not be charged a portion of the costs of all windows in the building.
 7. As required by law, the letter notifying tenants of the proposed increase does not include the amount of the increase. Instead, the building manager sent out an email with the increased amount for each unit. This does not meet the legal criteria for notification.

With the ever rising costs of housing in Oakland, the need to limit these types of increases has become more urgent in order to protect tenants from greedy landlords.

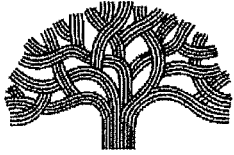
Thank you,
Jenny McKeel



000032

For all Capital Improvement rent increases that are noticed on or after August 1, 2014 (even for those that are grandfathered), the owner must provide an Enhanced Notice to all tenants affected by the rent increase, and must file that Enhanced Notice with the RAP within 10 working days after serving the notice on the tenants. O.M.C. 8.22.070 (H)(1)(d). The Enhanced Notice must state the type of capital improvement, the total costs incurred, the completion date, **the amount of the rent increase and the start date and ending date of the increase.**

If challenged by a Tenant Petition, the owner must be able to demonstrate the validity of any claimed capital improvement and to prove Enhanced Noticing. These documents include copies of receipts, invoices, bid contracts, canceled checks or other documents which establish that the costs were incurred and when they were paid.



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

2008 OCT 15 11:55

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Melinda Richardson</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave #110 Oakland CA</i>	Telephone <i>510-451-2321</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 3/1/1993

Date you moved into this unit: 3/1/93

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

Yes No

Initial Rent: \$ \$695.00

Initial rent included (please check all that apply)

() Gas () Electricity (x) Water () Garbage (x) Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000034

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
4/7/2017	6/1/2017	\$1050	\$1071	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**

- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Melenky Richard
Tenant's Signature

7/29/18
Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

510-238-2079
Roberto **000035**
COSTA

Statement siting Reason for Objecting to Capital Improvements Rent Increase

Item No. 1 Common Hallway remodel-Floors \$10,400.00

Objection: This work was **NOT** done. The carpets have not been replaced since these OWNERS purchased the building in Nov of 2015. In fact the hallway carpeting hasn't been replaced in over 20 years. There is no Invoice/or payment for this work.

Item No.2 Common Hallway Remodel-Lighting \$4300.00

Objection: The lights in the hallway did NOT need to be replaced either for safety, health or maintenance. They replaced the small lights next to each unit. The existing lights were in perfect condition and were more consistent with the period of the building. In addition, these lights have been superfluous for years. The hallways have bright overhead lighting making these lights redundant. No one uses these lights. It was done for cosmetic reasons and to add more cost. We do not want to pay for something that no one uses and provides no benefit. The lights are on the same circuit with the overhead lights. If the building loses power neither set of lights work. No Itemized Invoice for cost per light and labor was provided.

Item No. 3 Common Hallway remodel- Paint/Walls \$15,000.00

Objection: The walls simply needed a new coat of paint which could have been done in one color without several days of prep. The owners did a special treatment with 2 separate colors and added wainscoting. This was not necessary, but only added additional cost in materials and labor. This falls under the category of "work done is more luxurious and costly than necessary". Also no itemized Invoice for the cost of the materials. paint, wainscoting, and labor.

Item No. 4 Windows \$121,152.27

Objection: The amount charged to each tenant should not be uniform. Cost should have been distributed and calculated by square footage of the units as it varies greatly. Some units received more expensive windows due to size or type, i.e. double patio sliding doors. No itemized invoice provided showing cost of each window.

Item No. 5 Exterior Paint \$46,500.00

Objection: This falls under regular maintenance for any structure. Tenants who have no financial interest in the building should NOT be responsible for its overall maintenance. In addition, the tenants were highly inconvenienced for almost 2 months with plastic covering their windows, workers leaving slippery plastic covering stairways creating tripping hazards, leaving garbage and drop cloths scattered on the landings. No one was supervising the workers. They totally dismantled the interior courtyard

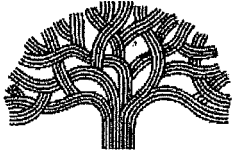
patio making it unusable during this period and long after the work was done, depriving tenants of enjoyment of this outdoor safe space. The new paint adds value and benefit for the owners only. To add insult to injury the new drab paint color chosen is universally disliked by all the tenants. It's a depressing and sad color that degrades the overall appearance. Once again, no thought was put into the period or architecture of the building to enhance those features.

Another Objection:

The tenants also object to constant construction noise as the owners gut vacant units. We should be granted a decrease in rent for being subjected to noise from 7a- to sometimes as late 7p. These renovations usually take 6-8 weeks or longer. They could easily get the same rent without renovating these units. We feel they are doing this toward a larger goal of becoming exempt from rent control.

We feel ALL The "improvements" listed are simply the cost of owning and doing routine maintenance to protect THEIR asset. Tenants should not be required by law to pay for these costs that ultimately only benefit the owners.

If the conglomerate of owners of this property truly cared about the appearance, safety and enjoyment of said property by their tenants, they would all replace the burnt-out lights around the outside of the building and take care of severely neglected landscaping. Instead they focus on those things that the city Oakland allows for reimbursement by the tenants.



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Wendy Simard</i>	Complete Address (with Zip Code) <i>396 Bellevue Avenue # 205 Oakland, CA 94610</i>	Telephone <i>617-875-5575</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 11/30/2014

Date you moved into this unit: 12/5/2014

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

Yes No

Initial Rent: \$ 1,900.00 Ⓢ

Initial rent included (please check all that apply) *ws*

() Gas () Electricity (x) Water (x) Garbage (x) Parking () Storage () Cable TV () Other *became available, we paid an additional \$50 per month for that.*

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

Yes No

Ⓢ When parking became available, we began paying an additional \$100 per month; when a garage space became available, we paid an additional \$50 per month for that. We now pay \$150/month for the parking space.
000038

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/2017	4/1/2017	\$ 1900	\$ 1,938	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Ⓢ

Contested Justification(s) for Rent

Ⓢ + \$150 for the garage space

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

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**
- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Wendy S. Smith
Tenant's Signature

8/30/2018
Date

Tenant's Signature

Date

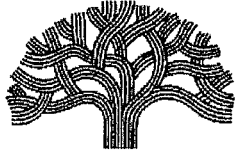
Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

Contested Justifications for Rent

Work not done (carpets), unnecessary and excessive renovations offering no benefit for health, safety or maintenance (exterior and interior painting).

Wendy Simard 7/30/18



CITY OF OAKLAND

RECEIVED 11/17/14 55

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>CARLOS RAMEROS</i>	Complete Address (with Zip Code) <i>396 BELLEVUE AVE #205 OAKLAND, CA 94610</i>	Telephone
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes YES No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 11/30/2014

Date you moved into this unit: 12/5/2014

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

Yes _____ No X

Initial Rent: \$ 1900

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

2P SEPERATE \$150 CHANGE

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

Yes X No _____

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/2017	4/1/2017	\$ 1,900 *	\$ 1,938	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

* ADD 150 FOR GARAGE SPACE

Contested Justification(s) for Rent

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

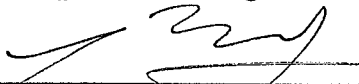
- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



 Tenant's Signature

7/30/2018

 Date

 Tenant's Signature

 Date

Important Information

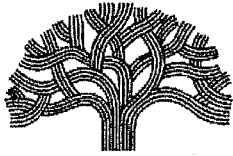
This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

Contested Justifications for Rent

Work not done (carpets), unnecessary and excessive renovations offering no benefit for health, safety or maintenance (exterior and interior painting).

A handwritten signature in black ink, appearing to be 'J. M.' or similar, written in a cursive style.

7/30/18



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Krisanne Combs</i>	Complete Address (with Zip Code) <i>396 Bellew Ave #203 Oakland CA 94610</i>	Telephone <i>206-271-6483</i>
Your Representative's Name <i>N/A</i>	Complete Address (with Zip Code) <i>N/A</i>	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 9/15/08

Date you moved into this unit: 9/19/08

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

Yes No

Initial Rent: \$ 2000

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/1/17 (approx)	4/1/17	\$240	\$274	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
10/1/15 (approx)	12/1/15	\$274	\$215	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

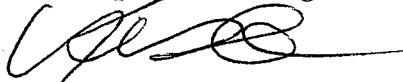
Work was not completed. Unnecessary and excessive renovations offering no benefit for health, safety or maintenance.

Banking
 Capital Improvements
 Increased Housing Service Costs
 Debt Service
 Uninsured Repair Costs
 Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



 Tenant's Signature

7/28/18

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

Statement Contesting Rent Increase

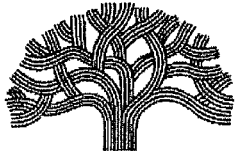
Krisanne Combs

396 Bellevue Avenue Apt 203 Oakland CA 94610

All of the work listed was not completed. I have lived in the unit since September 2008; the carpets have NOT been replaced.

In addition, the painting (interior and exterior) was unnecessary and excessive renovations that offered no benefit for health, safety, or maintenance.

000046



CITY OF OAKLAND

7.1.2011 56

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Frayda Garfinkle</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave #206 Oakland, CA 94610</i>	Telephone <i>570-832-1917</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 2/10/2011

Date you moved into this unit: 2/10/2011

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

Yes No

Initial Rent: \$ 1300

Initial rent included (please check all that apply)

() Gas () Electricity (✓) Water (✓) Garbage (✓) Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000047

Please list the date you first received the Notice to Tenants 7/2/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
9/1/17	4/1/17	\$ 1398	\$ 1425	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- | | |
|--|-----------------------------------|
| Banking | Debt Service |
| Capital Improvements | Uninsured Repair Costs |
| Increased Housing Service Costs | Constitutional Fair Return |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Tracy L. Fairchild
 Tenant's Signature

7/25/18
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

TENANT RESPONSE CONTESTING RENT INCREASE

Frayda Garfinkle
396 Bellevue Avenue #206
Oakland, CA 94610

Case No.: L18-0086

Work not done, unnecessary and excessive renovations offering no benefit for health, safety or maintenance."

Frayda Garfinkle 7/25/18

000049



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Angelique Tremble</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave. Apt. 209 Oakland, CA 94610</i>	Telephone <i>415-377-4823</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: _____

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

Yes _____ No

Initial Rent: \$ _____

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

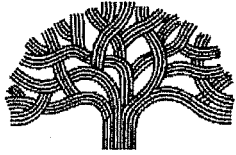
Yes No

000050

The rent increase for capital improvements set forth in the notice were not done or were unnecessary and excessive renovations offering no benefit for health, safety, or maintenance.

a J

7/30/2018



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Leslie R. Calhoun	Complete Address (with Zip Code) 396 Bellevue Ave #105 Oakland, CA 94610	Telephone 559-707-0621
Your Representative's Name Melinda Katzmaier Richardson	Complete Address (with Zip Code) 396 Bellevue #110 Oakland, CA 94610	Telephone 510-451-2321 510-779-4923

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: July 2009

Date you moved into this unit: July 2009

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

Yes No

Initial Rent: \$ 1,100.00

Initial rent included (please check all that apply)

() Gas () Electricity () Water Garbage Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000053

Please list the date you first received the Notice to Tenants 6/29/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
3/1/2017	4/1/2017	\$ 1,230.00	\$ 1,254.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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


Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



 Tenant's Signature

7/26/18

 Date

 Tenant's Signature

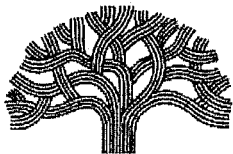
 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

Statement:

All of the work listed was not done, and the work that was completed, was unnecessary, and these renovations were excessive, offering no benefit for health, safety or maintenance.



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Scott Haulihan</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave Apt #302 Oakland, CA 94610</i>	Telephone <i>(415) 830-0525</i>
Your Representative's Name <i>—</i>	Complete Address (with Zip Code) <i>—</i>	Telephone <i>—</i>

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 3/8/17

Date you moved into this unit: 3/15/17

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

Yes No

Initial Rent: \$ 2,295/mo. (+ \$100/mo. for parking)

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage () Parking Storage () Cable TV () Other
(if other please specify)

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

Yes No

Please list the date you first received the Notice to Tenants 2/8/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/18	N/A	\$ 2,295	\$ N/A	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
* letter received on 2/28/18		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
stating to disregard notice		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent


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

- | | |
|--|-----------------------------------|
| Banking | Debt Service |
| Capital Improvements | Uninsured Repair Costs |
| Increased Housing Service Costs | Constitutional Fair Return |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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


 Tenant's Signature

7/29/18
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

Statement why owner not entitled to proposed increase:

Items stated as capital improvements are in fact maintenance and repair, including paint, completed on 3/30/18.

Other repair items were completed prior to my move in, so not only do they appear to be maintenance items, but I should not be required to recompensate for such maintenance.

Scott Houlihan

Scott Houlihan

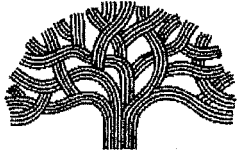
396 Bellevue Ave Apt. 302
Oakland, CA 94610

Address

7/29/18

Date

000058



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Michele Kappel-Stone</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave. #301 Oakland, CA 94610</i>	Telephone <i>415. 515. 5991</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: June 15, 2005

Date you moved into this unit: June 20, 2005

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

Yes _____ No No

Initial Rent: \$ 1500.⁰⁰

Initial rent included (please check all that apply)

() Gas () Electricity (✓) Water (✓) Garbage (✓) Parking (✓) Storage () Cable TV () Other
(if other please specify)

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

Yes Yes No _____

Please list the date you first received the Notice to Tenants 09/23/2016

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
02/08/2017	04/01/2017	\$ 1688. ⁰⁰	\$ 1721. ⁰⁰	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(02/13/2018)	(04/01/2018)	\$ 1721. ⁰⁰	\$ 1,766. ⁵⁸	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Letter cancel
this
increase
on 2/28/18

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs
- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Michele Koppal-Jones
Tenant's Signature

07/28/2018
Date

Tenant's Signature

Date

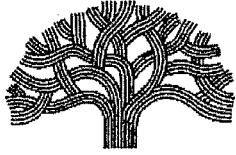
Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

I wish to negotiate the proposed rent increase. The work on the windows applies to capital improvements, but I don't believe the other work noted applies as it was cosmetic and not necessary at the time. The hallway carpets were not replaced, as noted in the petition for approval of rent increase.

—Michele Kappel-Stone
July 27, 2018

Michele Kappel-Stone



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name MATTHEW STONE	Complete Address (with Zip Code) 396 BELLEVUE AVE. #301 OAKLAND CA.94610	Telephone 415 5596 0070
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes YES No _____

Rental History:

Date you entered into the Rental Agreement for this unit: JUNE 2005

Date you moved into this unit: JUNE 2005

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

Yes _____ No NO

Initial Rent: \$ 1,500

Initial rent included (please check all that apply)

() Gas () Electricity (✓) Water (✓) Garbage (✓) Parking (✓) Storage () Cable TV () Other
(if other please specify)

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

Yes YES No _____

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/08/2017	04/1/2017	\$ 1688	\$ 1721	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
2/13/2018	04/1/2018	\$ 1721	\$ 1760	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

WAS NO RENT INCREASED BUT RECEIVED NOTICE

Contested Justification(s) for Rent

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

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**
- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

 Tenant's Signature

07/28/2018

 Date

 Tenant's Signature


 Date

Important Information

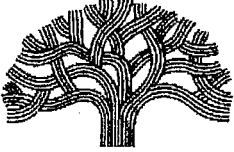
This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

I feel that the increase seems excessive in light of the fact that the building was not in disrepair. We also never got new carpet.

Matthew Stone

 7/27/2018

000064



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name DAVID P SIMMONS	Complete Address (with Zip Code) 396 BELLEVUE #306 OAKLAND, CA 94610-3455	Telephone 510 338-5082
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 02/1995

Date you moved into this unit: 02/1995

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

Yes No

Initial Rent: \$ 695.00

Initial rent included (please check all that apply)

Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000065

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
02/08/2017	04/01/2017	\$ 1022.00	\$ 1042.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**

- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

David L. Sumner

 Tenant's Signature

07/29/2018

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

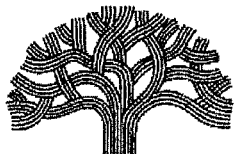
1. Aluminum windows which had been replaced since my occupancy were replaced again with vinyl windows
This was unnecessary I believe

2. Lighting fixture changes were unnecessary.

3. Painting the halls was O.K.

4. No change in the carpet at all.

David Summers
07/29/2018



CITY OF OAKLAND

2019 JUL 31 AM 11:55

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Juan Diego Castro</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave #202 Oakland, CA 94610</i>	Telephone <i>917-742-1185</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: September 1, 2013

Date you moved into this unit: Sept 1, 2013

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

Yes _____ No X

Initial Rent: \$ 1500⁰⁰

Initial rent included (please check all that apply)

- () Gas () Electricity (X) Water (X) Garbage (X) Parking (X) Storage () Cable TV () Other
- (if other please specify)

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

Yes X No _____

Please list the date you first received the Notice to Tenants July 2nd

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/2017	4/1/2017	\$ 1500 ⁰⁰	\$ 1525 ⁰⁰	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

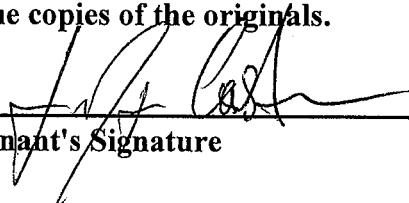
*Work not Done - Expensive and not needed
rent returns in common areas*

- Banking
- Capital Improvements
- Increased Housing Service Costs
- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



Tenant's Signature

July 30, 2018

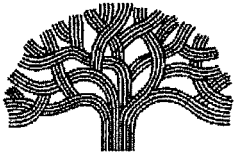
Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

2013 JUL 31 AM 11:55

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Juanita Mena</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave #202 Oakland CA, 94610</i>	Telephone <i>408-931-4844</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: Sept 1, 2013

Date you moved into this unit: _____

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

Yes _____ No X

Initial Rent: \$ 1,500

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage Parking Storage () Cable TV () Other
(if other please specify)

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

Yes X No _____

000070

Please list the date you first received the Notice to Tenants 7/02/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/08/2017	4/1/2017	\$ 1,500	\$ 4,525	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

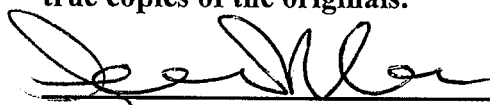
Some work never Done - Expensive and not needed renovations in common areas

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**
- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



 Tenant's Signature

7/20/2018

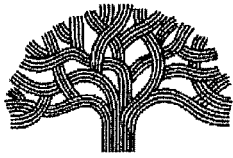
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

000072
10.000001 01 03.11.16

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Bryan Mason Lauren Kroner	Complete Address (with Zip Code) 396 Bellevue Ave. #207 Oakland, CA 94610	Telephone 858.335.1282 925.586.4625
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 7/2016

Date you moved into this unit: 7/2016

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

Yes No

Initial Rent: \$ 2500

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

Please list the date you first received the Notice to Tenants June 28, 2018

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
06/xx/2017	07/2018	\$ 2500	\$ 2670	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

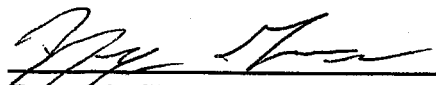
Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

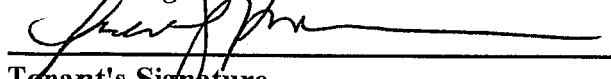
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



 Tenant's Signature

07/29/2018

 Date



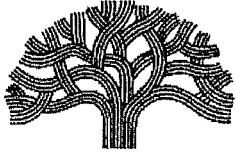
 Tenant's Signature

07-29-18

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name ROBERT SUHR	Complete Address (with Zip Code) 396 BELLVUE AVE APT 305 OAKLAND CA 94610	Telephone 510-251-1437
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: Nov 1, 1997

Date you moved into this unit: Nov 1997

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

Yes No

Initial Rent: \$ 850

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000074

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
2/18/17	4/1/17	\$ 1210	\$ 1234	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	7/1/15	\$ 1190	\$ 1210	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3/21/14	5/1/14	\$ 1140	\$ 1190	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	1/1/13	\$ 1080	\$ 1140	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/20/11	11/1/11	\$ 1040	\$ 1180	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4/17/09	6/1/09	\$ 949	\$ 1040	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5/22/02	7/1/02	\$ 925	\$ 949	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Tenant's Signature

7/29/18

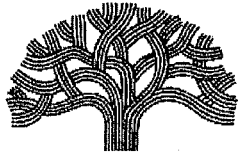
Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

APR 21 2016 10:57

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <input checked="" type="checkbox"/>	Complete Address (with Zip Code) <input checked="" type="checkbox"/>	Telephone <input checked="" type="checkbox"/>
ZACH BISKUP	396 Bellevue AVE. #309 Oakland, CA 94610	303 981 9028
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 4/10/16

Date you moved into this unit: 4/10/16

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

Yes No

Initial Rent: \$ _____

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage () Parking () Storage () Cable TV () Other (if other please specify)

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

Yes No

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
2/8/17	4/1/17	\$ 2195	\$ 2245	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

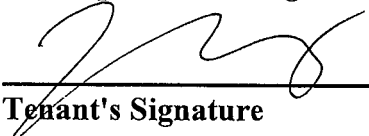
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- | | |
|--|-----------------------------------|
| Banking | Debt Service |
| Capital Improvements | Uninsured Repair Costs |
| Increased Housing Service Costs | Constitutional Fair Return |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



 Tenant's Signature

7/30/18

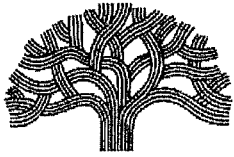
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name *	Complete Address (with Zip Code) *	Telephone *
Jade McCauley	396 Bellevue Ave. #309 Oakland CA 94610	415 601 7696
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 4/16/16

Date you moved into this unit: 4/16/16

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

Yes No

Initial Rent: \$ _____

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000078

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/17	4/1/17	\$ 2195	\$ 2245	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

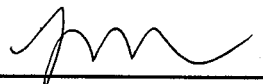
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- | | |
|--|-----------------------------------|
| Banking | Debt Service |
| Capital Improvements | Uninsured Repair Costs |
| Increased Housing Service Costs | Constitutional Fair Return |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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



 Tenant's Signature

7/30/18

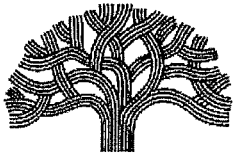
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name JOHN D. ROGERS	Complete Address (with Zip Code) 396 Bellevue Ave Apt. 307 Oakland, CA 94610	Telephone (510) 268-8297
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 08/1999

Date you moved into this unit: 08/1999

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

Yes No

Initial Rent: \$ 1,150

Initial rent included (please check all that apply)

() Gas () Electricity (Water (Garbage (Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000080

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
02/08/2017	04/01/2017	\$ 1,347	\$ 1,373	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements. *WORK not done - overdue rews. no benefit to tenants*

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

John D. Rogers

 Tenant's Signature

07/29/2018

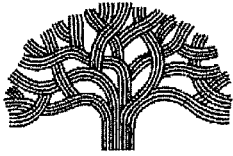
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name HAROLD SOLOMON	Complete Address (with Zip Code) 396 BELLEVUE AV #106 OAK. CA 94610	Telephone 510 593 3790
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 1/1/11

Date you moved into this unit: 1/1/11

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

Yes No

Initial Rent: \$ 1300

Initial rent included (please check all that apply)

Gas Electricity Water Garbage Parking Storage Cable TV Other
(if other please specify)

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

Yes No

000082

Please list the date you first received the Notice to Tenants July 2, 2018

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/17	1/1/17	\$ 1385	\$ 1405	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**
- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

expenses no benefit to tenants. Work not done. Work - painting over by

Verification

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

David Bohan
 Tenant's Signature

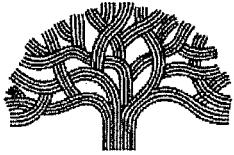
July 29, 2018
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Ken Solomon</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave #106 Oakland, CA 94610</i>	Telephone <i>510-926-9923</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 1

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: Jan. 1, 2011

Date you moved into this unit: Jan 1, 2011

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

Yes No

Initial Rent: \$ 1300

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000084

Please list the date you first received the Notice to Tenants July 2, 2018

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
02/02/2017	04/01/2017	\$ 1385-	\$ 1405-	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs
- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified. *Work next above - unnecessary improvements*

Verification

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

Kenneth Hale
 Tenant's Signature

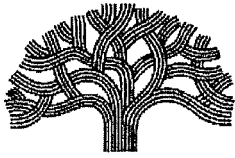
7/29/18
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Peter S. Christopher</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave Apt 102 Oakland CA 94610</i>	Telephone <i>404-422-3755</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 1

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: May 2013

Date you moved into this unit: May 2013

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

Yes No

Initial Rent: \$ 1560

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000086

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2-8-2017	4-1-2017	\$ 1500	\$ 1535	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified. *Work not done - unnecessary overhead improvements*

Verification

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

P. B. J. [Signature]

 Tenant's Signature

July 29th 2018

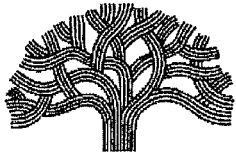
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0086

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>GINGER PARNES</i>	Complete Address (with Zip Code) <i>396 BELLEVUE AV #106 OAK. CA 94610</i>	Telephone <i>510 295 8225</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 30

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: JAN. 1, 2011

Date you moved into this unit: JAN. 1, 2011

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

Yes No

Initial Rent: \$ 1300

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

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

Yes No

000088

Please list the date you first received the Notice to Tenants 7/2/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2/8/17	4/1/17	\$ 1385	\$ 1405	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**
- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Work not done - overimposed & unnecessary renovation

Verification

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

[Handwritten Signature]
 Tenant's Signature

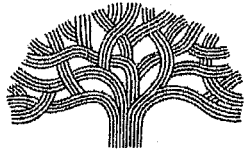
7/29/18
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp. 55

TENANT RESPONSE

CASE NUMBER: L18-0086

Please fill out this form as completely as you can. Failure to provide needed information may result in your response being rejected or delayed.

Your Name Henry A. Ormond	Complete Address (with Zip Code) 396 Bellevue Ave., #310 Oakland, CA 94610	Telephone: 510-832-2525
		Email: hanko42@earthlink.net
Your Representative's Name Melinda Kazmaier Richardson	Complete Address (with Zip Code) 396 Bellevue Ave., #110 Oakland, CA 94610	Telephone 510-832-3445 510-832-2321
		Email: fatcat.mel@gmail.com

Are you current on your rent? Yes 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.)

What are your reasons for contesting the proposed rent increase or exemption? Attached additional sheets if necessary. If you are contesting a petition that includes a banking increase, you must complete rental history on the next page. For decreased housing services, you need to file a separate tenant petition.

Work not done. Over improved areas
w/ no benefit to tenants

Rental History

Date you moved into this unit: Sept. 1992

Initial rent: \$695

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

- Yes No

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM (RAP Notice) at any time during your tenancy in this unit?

- Yes No

Please list the date you first received the RAP Notice. _____

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased From	Rent Increased To
2/8/17	4/1/17	\$ 1200.00	\$ 1224.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Verification

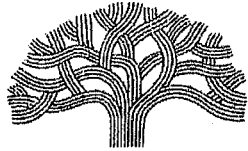
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Henry A. Ormond
Tenant's Signature

7/26/18
Date

Tenant's Signature

Date



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
P.O. Box 70243
Oakland, CA 94612-0243
(510) 238-3721

For date stamp.

TENANT RESPONSE

CASE NUMBER: L18-0086

Please fill out this form as completely as you can. Failure to provide needed information may result in your response being rejected or delayed.

Your Name <i>Carmen Castro Rojas</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave #107, Oakland CA 94610</i>	Telephone: <i>(510) 302 6631</i>
Your Representative's Name	Complete Address (with Zip Code)	Email: <i>arianatica@comcast.net</i>
		Telephone
		Email:

Are you current on your rent? Yes 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.)

What are your reasons for contesting the proposed rent increase or exemption? Attached additional sheets if necessary. If you are contesting a petition that includes a banking increase, you must complete rental history on the next page. For decreased housing services, you need to file a separate tenant petition.

*Work not done.
Improvement overly luxurious, no benefit to tenants
* My apartment, #107, is located on patio area, outside of main building.*

Rental History

Date you moved into this unit: August 30, 2002

Initial rent: \$1,275

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

Yes

No

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM (RAP Notice) at any time during your tenancy in this unit?

Yes

No

Please list the date you first received the RAP Notice. _____

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased From	Rent Increased To
February 8, 2017	April 1, 2017	\$1,423	\$1,451
	June 2015	\$1,400	\$1,423
	May 2014	\$1,360	\$1,400
	April 2013	\$1,320	\$1,360
	Nov 2011	\$1,280	\$1,320
	May 2009	\$1,175	\$1,280
	March 2004	\$1,275	\$1,175

actual decrease of \$100⁰⁰

Verification

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

Carman Castro Rojas

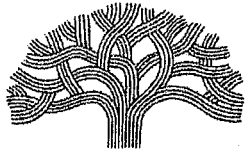
Tenant's Signature

7/30/18

Date

Tenant's Signature

Date



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp

TENANT RESPONSE

CASE NUMBER: L18-0086

Please fill out this form as completely as you can. Failure to provide needed information may result in your response being rejected or delayed.

Your Name <i>Chloe Powtler</i>	Complete Address (with Zip Code) <i>396 Bellevue Ave Apt 103 Oakland CA 94610</i>	Telephone: <i>931-383-9846</i>
Your Representative's Name	Complete Address (with Zip Code)	Email: <i>Chloepowtler@hotmail.com</i>
		Telephone
		Email:

Are you current on your rent? Yes 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.)

What are your reasons for contesting the proposed rent increase or exemption? Attached additional sheets if necessary. If you are contesting a petition that includes a banking increase, you must complete rental history on the next page. For decreased housing services, you need to file a separate tenant petition.

Work not done, unnecessary and excessive renovations offering no benefit for health, safety or maintenance.

Rental History

Date you moved into this unit: 2/1/13

Initial rent: ~~XXXXXX~~ \$1500

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

Yes

No

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM (RAP Notice) at any time during your tenancy in this unit?

Yes

No

Please list the date you first received the RAP Notice. 7/1/18

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased From	Rent Increased To
2/8/17	4/1/17	\$ 2,034-	\$ 2,074-
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Verification

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

Chloe Poulter

Tenant's Signature

7/30/18

Date

Tenant's Signature

Date



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
P.O. Box 70243
Oakland, CA 94612-0243
(510) 238-3721

For date stamp: 11/18/18

TENANT RESPONSE

CASE NUMBER: L18-0086

Please fill out this form as completely as you can. Failure to provide needed information may result in your response being rejected or delayed.

Your Name <i>Susan Reynolds</i>	Complete Address (with Zip Code) <i>396 Bellevue Av #308 Oakland CA 94610</i>	Telephone: <i>925,323,5558</i>
Your Representative's Name	Complete Address (with Zip Code)	Email: <i>Susan.h.reynolds@gmail.com</i>
		Telephone
		Email:

Are you current on your rent? Yes 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.)

What are your reasons for contesting the proposed rent increase or exemption? Attached additional sheets if necessary. If you are contesting a petition that includes a banking increase, you must complete rental history on the next page. For decreased housing services, you need to file a separate tenant petition.

*Work not done, unnecessary and overly
luxurious renovations with no benefit to
tenants*

Rental History

Date you moved into this unit: Feb 2011

Initial rent: \$1250.-

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

- Yes No

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM (RAP Notice) at any time during your tenancy in this unit?

- Yes No

Please list the date you first received the RAP Notice. I have not received it as of 7-30-18.

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

SR

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased From	Rent Increased To
Feb 8 2017	April 2 017	\$ 1322.-	\$ 1348.-
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Verification

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

Susan Reynolds
Tenant's Signature

7-30-18
Date

Tenant's Signature

Date



250 FRANK H. OGAWA PLAZA, OAKLAND, CA 94612

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

DECISION SUMMARY

CASE NUMBER: L18-0086 Kingston Avenue Partners v. Tenants

PROPERTY ADDRESS: 396 Bellevue Avenue, Oakland, CA

DATE OF HEARING: October 9, 2018

DATE OF DECISION: February 8, 2019

APPEARANCES:

Kimberly Roehn,	Owner Representative
Tanya Moynihan,	Owner Representative
Melinda Richardson,	Tenant
Frayda Garfinkle,	Tenant
Carmen Castro Rojas,	Tenant
David Simmons,	Tenant
Michele Kappel-Stone,	Tenant
John Rogers,	Tenant

1. Owner Petition L18-0086 for Approval of Rent Increase is granted.

2. The maximum approved amount per month for an increase based on the capital improvements for each unit is \$83.53 for a 5-year amortization period, except for the following units (the rent increase for the following units has been modified based on move-in date):

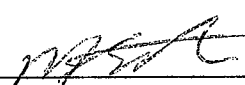
Unit 108:	No rent increase;
Unit 109:	\$71.01 for a 5-year amortization period;
Unit 207:	\$19.93 for a 5-year amortization period;
Unit 210:	\$19.93 for a 5-year amortization period;
Unit 302:	\$19.93 for a 5-year amortization period;
Unit 303:	No rent increase;
Unit 304:	\$19.93 for a 5-year amortization period;
Unit 309	\$71.01 for a 5-year amortization period.

3. The rent increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a RAP Notice, and this Decision Summary. If the

rent increase is served by mail, it will be effective thirty-five (35) days after service. The owner must wait twelve (12) months from the effective date of the last rent increase before she may raise the rent again.

4. The rent increase for each unit will expire at the end of the amortization period.

Dated: February 8, 2019



Maimoona Ahmad
Hearing Officer
Rent Adjustment Program



250 FRANK H. OGAWA PLAZA, OAKLAND, CA 94612

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L18-0086 Kingston Avenue Partners v. Tenants

PROPERTY ADDRESS: 396 Bellevue Avenue, Oakland, CA

DATE OF HEARING: October 9, 2018

DATE OF DECISION: February 8, 2019

APPEARANCES:

Kimberly Roehn,	Owner Representative
Tanya Moynihan,	Owner Representative
Melinda Richardson,	Tenant
Frayda Garfinkle,	Tenant
Carmen Castro Rojas,	Tenant
David Simmons,	Tenant
Michele Kappel-Stone,	Tenant
John Rogers,	Tenant

SUMMARY OF DECISION

The owner's petition is granted.

CONTENTIONS OF THE PARTIES

On April 23, 2018, the owner filed a Property Owner Petition for an Approval of Rent Increase based on building-wide capital improvements to the subject property.

Numerous tenants filed timely responses contesting the rent increase and six (6) tenants appeared for the Hearing.

THE ISSUE

Are the rent increases justified by Capital Improvement costs and, if so, in what amounts?

000100

EVIDENCE

Rent History and RAP Notice

The subject property is a residential building consisting of thirty (30) units. At the hearing, the owner representative submitted a tenant roster listing the current monthly rent and the move-in date for each unit affected by the proposed rent increase.¹ She testified that tenants in eight (8) of the units moved in after some of the capital improvements had already been completed. Therefore, the pass-through portion of the proposed rent increase for those tenants would be modified based on their move-in date. She further testified that all tenants received the RAP Notice at the time of move in and with each annual rent increase.

Scope of Project

The owner representative testified that the owner purchased the subject property in November of 2015. In May of 2016, the owner completed a remodel of the common hallway. The hallway remodel included installation of a new baseboard, casing, and chair rail, new lighting, and fresh paint. The demolition and installation of the baseboard, casing, and chair rail cost \$10,400.00. The new lighting cost \$4,300.00 and the painting of the hallway cost \$15,000.00. The total cost of the hallway remodel was \$29,700.00 and it was completed and paid for on May 2, 2016. In addition, the owner replaced all the windows at a total cost of \$121,152.27. The window replacement was completed and paid for on June 24, 2016. Finally, in March of 2018, the owner painted the exterior of the building. The exterior paint cost \$46,500.00 and was completed and paid for on March 30, 2018.

Owner Exhibits

The owner submitted the following documents in support of her petition:

1. An estimate and invoices from Ethos Built, Inc., for the hallway remodel. The final invoice dated April 28, 2016, states that the total cost of the project was \$29,700.00.²
2. Copies of two (2) cancelled checks issued to Ethos Built, Inc. The first check, dated April 7, 2016, includes an initial \$7,000.00 payment for the hallway remodel. The second check, dated May 2, 2016, includes the remaining \$22,700.00 payment for the hallway remodel.³ Both checks also include payments to Ethos Built, Inc., for other work not being claimed in this petition.

¹ Exhibit 1

² Exhibit 2

³ Exhibit 3

3. A Proposal from American Window Systems Inc., dated March 16, 2016, for the installation of new windows. The proposal estimates that the total cost of the project is \$118,495.00.⁴
4. A contract with American Window Systems, Inc., dated May 8, 2016, for the installation of 123 windows and 3 patio doors. The contract states that the total cost of the project is \$118,495.00.⁵
5. Permit Number B1602099 issued on May 9, 2016, for the "replacement of 123 windows including 3 patio doors – like for like/no change to size for 30-unit apartment building."⁶
6. Three (3) invoices from American Window Systems Inc., for the installation of windows totaling \$121,152.27. The total includes \$118,495.00 for the window installation and \$2,657.27 in permit fees.⁷
7. Copies of (3) cancelled checks issued to American Window Systems, Inc., totaling \$121,152.27. The first check is dated May 9, 2016, and the last check is dated June 24, 2016.⁸
8. A Proposal from Rayco, dated March 13, 2018, for the exterior painting of the subject property. The proposal estimates that the total cost of the project is \$46,500.00.⁹
9. Four (4) invoices from Rayco for the exterior painting of the subject property totaling \$46,500.00.¹⁰
10. Copies of four (4) cancelled checks issued to Rayco, totaling \$46,500.00.¹¹ The first check is dated March 19, 2018, and the last check is dated March 30, 2018.
11. Photographs of the subject property.¹²
12. A Permit Inspection Record for the window installation.¹³ The Permit Inspection Record shows that Permit Number B1602099 was issued on May 9, 2016, and passed final inspection on August 17, 2016.¹⁴

⁴ Exhibit 4

⁵ Exhibit 5

⁶ Exhibit 6

⁷ Exhibit 7

⁸ Exhibit 8

⁹ Exhibit 9

¹⁰ Exhibit 10

¹¹ Exhibit 11

¹² Exhibit 12

¹³ Exhibit 13

Arguments

At the hearing, the tenants contested the proposed rent increase based on capital improvements. Specifically, the tenants argued that the use of two-tone paint and installation of the chair rail in the hallway were unnecessary and constitute gold plating. They also believe replacing the lights in the hallway was unnecessary, and the new lights don't fit with the period of the building. The tenants also believe that all the windows in the building did not need to be replaced. The previous owner had started replacing the windows in batches approximately fifteen years ago, and some of the windows had been replaced as recently as five years ago. Additionally, the tenants believe the pass-through for the window replacement should not be uniform, it should be calculated based on the square footage and number of windows in each unit. Finally, the tenants believe the painting of the exterior should be considered routine maintenance, not an improvement to the property. The tenants further stated that they do not like the new exterior paint color and believe it decreases the aesthetic of the building.

The owner representative disagreed, arguing that the upgrades to the property improve the value of the building and prolong its useful life. The improvements were typical upgrades, and were reasonably priced. Specifically, the interior paint and chair rail gives the common hallway an updated look and make the space look bright, and clean. The new light fixtures are more reliable, and they also make the common hallway brighter and safer. The exterior paint makes the building more attractive, rectifies age related decay caused by time and weather, and protects the exterior from the elements which reduces the need for and cost of future maintenance. In addition, she argued that the new double pane windows are more energy efficient, reduce external noise, are more secure, and the vinyl on the new windows protects against weather-related decay. Replacement of all the windows gives the building a uniform look and makes it more aesthetically pleasing. While the tenants may not agree with all the style choices made by the owner, that does not detract from the upgrades made to the property. Finally, she argued that the tenants have not sustained their burden of proving that any of the upgrades were excessive.

¹⁴ At the conclusion of the hearing, the record was left open until October 16, 2018, for submission of a Permit Inspection Record verifying that the window installation passed final inspection. The owner representative submitted the Permit Inspection Record on October 15, 2018. The tenants filed a written objection, arguing that none of them recall an inspector coming to their unit to inspect the windows, therefore, they believe the inspection never took place and the final inspection signoff is not valid. The objection is overruled. The applicable rules of evidence are stated in Government Code Section 11513(c) and a Permit Inspection Record is "the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs". Therefore, a notation in the Permit Inspection Record indicating that the project passed final inspection is sufficient to prove that a final inspection took place.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvements

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs.¹⁵ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.¹⁶ The improvements must primarily benefit the tenant rather than the owner.¹⁷

In this case, the upgrades to the property improve the value of the building and prolong its useful life. The hallway remodel makes the interior of the building more attractive and secure. Similarly, the exterior paint makes the building more attractive, rectifies age related decay caused by time and weather, and protects the exterior from the elements. The new double pane windows are more energy efficient, reduce external noise, and replacement of all the windows gives the building a uniform look that is aesthetically pleasing. These improvements primarily benefit the tenants.

Seventy percent (70%) of the total cost for the capital improvement may be passed through to the tenants.¹⁸ The capital improvement costs are to be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 to the Regulations and the total costs shall be amortized over that time period unless the rent increase using this amortization would exceed ten percent (10%) of the existing rent for a particular unit.¹⁹ The amortization period is 10 years for carpentry (baseboards/casing/chair rail), 5 years for interior painting, 10 years for interior lighting, 5 years for window replacement, and 5 years for exterior painting.²⁰ The dollar amount of the capital improvement rent increase shall be removed from the rent at the end of the amortization period.²¹

The payments to Ethos Built, Inc., in the amount of \$29,700.00 meet the requirements for a capital improvement increase. The payments to American Window Systems, Inc., in the amount of \$121,152.27 and to Rayco in the amount of \$46,500.00 also qualify as capital improvement costs. The total cost of the capital improvements is \$197,352.27. The attached Table sets forth the proper calculation for a rent increase based upon these capital improvement expenses.

ORDER

1. Owner Petition L18-0086 for Approval of Rent Increase is granted.

¹⁵ O.M.C. Section 8.22.070(C)

¹⁶ Regulations, Appendix, Section 10.2.2(5)

¹⁷ Regulations, Appendix A, §10.2

¹⁸ Regulations, Appendix A, Section 10.2.3 (3)(a)

¹⁹ Regulations, Appendix A, Section 10.2.3(2)

²⁰ Appendix A, Exhibit 1, page 12

²¹ Regulations Appendix, Section 10.2.3(2)

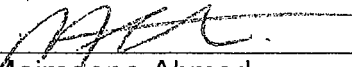
2. The maximum approved amount per month for an increase based on the capital improvements for each unit is \$83.53 for a 5-year amortization period, except for the following units (the rent increase for the following units has been modified based on move-in date):

Unit 108:	No rent increase;
Unit 109:	\$71.01 for a 5-year amortization period;
Unit 207:	\$19.93 for a 5-year amortization period;
Unit 210:	\$19.93 for a 5-year amortization period;
Unit 302:	\$19.93 for a 5-year amortization period;
Unit 303:	No rent increase;
Unit 304:	\$19.93 for a 5-year amortization period;
Unit 309	\$71.01 for a 5-year amortization period.

3. The rent increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a RAP Notice, and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after service. The owner must wait twelve (12) months from the effective date of the last rent increase before she may raise the rent again.

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

Dated: February 8, 2019



Maimoona Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L18-0086

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

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

Documents Included

Hearing Decision

Owner

Kristopher Lamont, Kingston Avenue Partners, LLC/ Bay Apartment Advisors
201 19th Street Suite 200
Oakland, CA 94612

Owner Representative

Kimberly Jeger Roehn
1954 Mountain Blvd. #13125
Oakland, CA 94611

Tenant

Alexandra M Cottong
396 Bellevue Avenue 210
Oakland, CA 94610

Tenant

Angelique Tremble
396 Bellevue Avenue 209
Oakland, CA 94610

Tenant

Bryan S Mason
396 Bellevue Avenue 207
Oakland, CA 94610

Tenant

Carlos Romero
396 Bellevue Avenue 205
Oakland, CA 94610

000107

Tenant

Carmen Castro-Rojas
396 Bellevue Avenue 107
Oakland, CA 94610

Tenant

Chloe Poulter
396 Bellevue Avenue 103
Oakland, CA 94610

Tenant

David Simmons
396 Bellevue Avenue 306
Oakland, CA 94610

Tenant

Eric Goodman
396 Bellevue Avenue 104
Oakland, CA 94610

Tenant

Frayda Garfinkle
396 Bellevue Avenue 206
Oakland, CA 94610

Tenant

Ginger Pames
396 Bellevue Avenue 106
Oakland, CA 94610

Tenant

Giselle Hendrie
396 Bellevue Avenue 101
Oakland, CA 94610

Tenant

Grace Houghton
396 Bellevue Avenue 303
Oakland, CA 94610

Tenant

Harold Soloman
396 Bellevue Avenue 106
Oakland, CA 94610

Tenant

Harrison Berlin
396 Bellevue Avenue 109
Oakland, CA 94610

Tenant

Henry Ormond
396 Bellevue Avenue 310
Oakland, CA 94610

Tenant

Howard Waters
396 Bellevue Avenue 201
Oakland, CA 94610

Tenant

Jade L McCauley
396 Bellevue Avenue 309
Oakland, CA 94610

Tenant

Jenny McKeel
396 Bellevue Avenue 208
Oakland, CA 94610

Tenant

John Rogers
396 Bellevue Avenue 307
Oakland, CA 94610

Tenant

Juan Diego-Castro
396 Bellevue Avenue 202
Oakland, CA 94610

Tenant

Juanita Mena
396 Bellevue Avenue 202
Oakland, CA 94610

Tenant

Julie Goldstein
396 Bellevue Avenue 104
Oakland, CA 94610

Tenant

Ken Soloman
396 Bellevue Avenue 106
Oakland, CA 94610

Tenant

Krisanne Combs
396 Bellevue Avenue 203
Oakland, CA 94610

Tenant

Lauren E Kroner
396 Bellevue Avenue 207
Oakland, CA 94610

Tenant

Leslie Calhoun
396 Bellevue Avenue 105
Oakland, CA 94610

Tenant

Lindsay S Biggar
396 Bellevue Avenue 210
Oakland, CA 94610

Tenant

Matt Stone
396 Bellevue Avenue 301
Oakland, CA 94610

Tenant

Melinda Richardson
396 Bellevue Avenue 110
Oakland, CA 94610

Tenant

Michael Moynihan
396 Bellevue Avenue 204
Oakland, CA 94610

Tenant

Michele Kappel-Stone
396 Bellevue Avenue 301
Oakland, CA 94610

Tenant

Morgan Andrizzi
396 Bellevue Avenue 303
Oakland, CA 94610

Tenant

Peter Christopher
396 Bellevue Avenue 102
Oakland, CA 94610

Tenant

Robert Suhr
396 Bellevue Avenue 305
Oakland, CA 94610

Tenant

Sara Breckenridge
396 Bellevue Avenue 108
Oakland, CA 94610

Tenant

Scott C Houlihan
396 Bellevue Avenue 302
Oakland, CA 94610

Tenant

Susan Reynolds
396 Bellevue Avenue 308
Oakland, CA 94610

Tenant

Tanya Moynihan
396 Bellevue Avenue 204
Oakland, CA 94610

Tenant

Vera Chrebtow
396 Bellevue Avenue 304
Oakland, CA 94610

Tenant

Wendy Simard
396 Bellevue Avenue 205
Oakland, CA 94610

Tenant

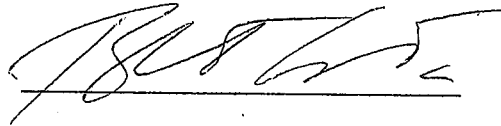
Zach B Biskup
396 Bellevue Avenue 309
Oakland, CA 94610

Tenant

Zoe Randlett-Chrebtow
396 Bellevue Avenue 304
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 14, 2019** in Oakland, CA.

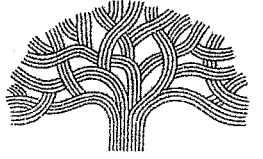


Roberto Costa

Oakland Rent Adjustment Program

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

R



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.
2019 MAR -4 PM 3:21

APPEAL

Appellant's Name Julie Goldstein		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave. #104, Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) Same as above		Case Number L18-0086	Date of Decision appealed 2/8/2019
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

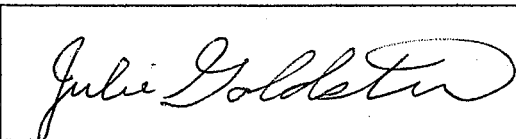
For more information phone (510) 238-3721.

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

Name	Kristopher Lamont, Kingston Avenue Partners, LLC / Bay Apartment Advisors
Address	201 19th St, Suite 200
City, State Zip	Oakland, CA 94612 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd. #13125
City, State Zip	Oakland, CA 94611

	3/2/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

To: City of Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

From: Julie Goldstein
396 Bellevue Ave. #104
Oakland, CA 94610

Re: Case # L18-0086 Kingston Avenue Partners v. Tenants
396 Bellevue Avenue, Oakland, CA

3/2/2019

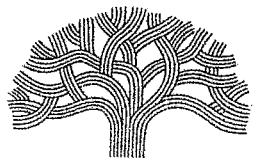
ATTACHMENT TO APPEAL

I have neither records nor memory of a final inspection for the window installation. I do have email regarding timing and progress of the actual installation, but nothing indicating that there would be (or was) a final inspection. I do not believe this ever happened for my apartment. I believe any documents that the owner submitted stating that there was a final inspection are incorrect.

Thank you for your consideration of this appeal.


Julie Goldstein

RC/MK



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.
2019 MAR -4 PM 3:21

APPEAL

Appellant's Name <i>Eric Goodman</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>396 Bellevue Ave Apt 104 Oakland, CA 94616</i>			
Appellant's Mailing Address (For receipt of notices) <i>Same as Property Address</i>		Case Number <i>L18-0086</i>	Date of Decision appealed <i>2/8/2019</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

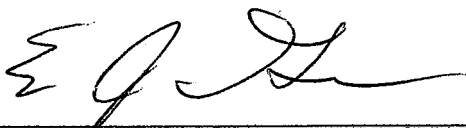
For more information phone (510) 238-3721.

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

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

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

Name	Kristopher Lamont, Kingston Avenue Partners, LLC / Bay Apartment Advisors
Address	201 19th Street Suite 200
City, State Zip	Oakland, CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland, CA 94611

	3/2/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

To: City of Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

From: Eric Goodman
396 Bellevue Ave. #104
Oakland, CA 94610

Re. Case # L18-0086 Kingston Avenue Partners v. Tenants
396 Bellevue Avenue, Oakland, CA

3/2/2019

ATTACHMENT TO APPEAL

I don't have any memory of a final inspection for the window installation, and don't see any emails in my history indicating a final inspection was to take place. On top of that, I recall reporting that the initial inspection had caulking that should be retouched, and no retouching was ever done. I don't have any evidence this final inspection was ever done for my apartment.

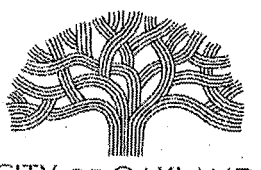
Thank you for your consideration of this appeal.

A handwritten signature in black ink, appearing to be 'EG' followed by a long horizontal flourish.

Eric Goodman

RC/mj

2018 MAR 1 PM 3:21
For date stamp.

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	<u>APPEAL</u>
	(This area is blank in the original image)	

Appellant's Name Leslie Calhoun		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave #105 Oakland CA 94610			
Appellant's Mailing Address (For receipt of notices) Same as above		Case Number 418-0086	
		Date of Decision appealed	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

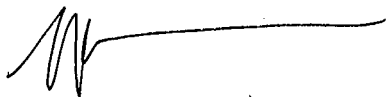
For more information phone (510) 238-3721.

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

	2/28/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Supplementation to #2, selection "e":

This decision is not supported by substantial evidence because the tenants have not seen and have not been provided with any evidence that the final window inspection in each unit occurred; this inspection would have needed to be preceded by an email or letter informing the tenants that the owners would be entering the apartment, however, this has never occurred. Because the window project is the largest portion of the rent increase, this is a significant error in proof and accordingly invalidates that portion of the rent increase.

RC/MA

UNIT ADMINISTRATIVE RECEIPT

	CITY OF OAKLAND	For date stamp.
	RENT ADJUSTMENT PROGRAM	2019 MAR -4 PM 3: 20
250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721		<u>APPEAL</u>

Appellant's Name <i>Kenneth & Harold Solomon</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>396 Bellevue Ave. # 106</i>			
Appellant's Mailing Address (For receipt of notices) <i>Same</i>		Case Number <i>L 18 - 0086</i>	Date of Decision appealed <i>Oct 9 2018</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

NO Inspection Done
For more information phone (510) 238-3721.

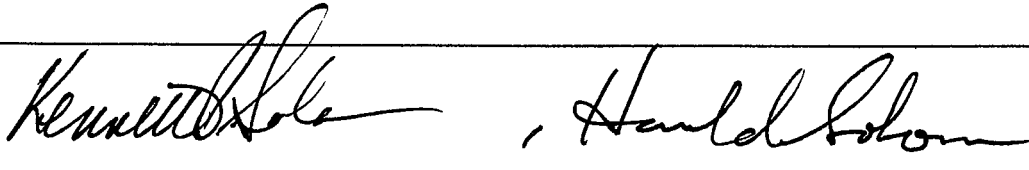
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

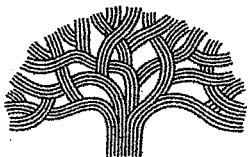
• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd # 13125
City, State Zip	Oakland CA 94611

	2/22/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

RE/MA

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 MAR -4 PM 3:21
	<u>APPEAL</u>	

Appellant's Name Carmen Castro Rojas		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave, #107 Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices)		Case Number 218-0086	
		Date of Decision appealed February 8, 2019	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

NO Inspection Done for my unit
 For more information phone (510) 238-3721.

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

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #1325
City, State Zip	Oakland CA 94611

<i>Yamara Castro Rojas</i>	3/3/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

RC/MA

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 MAR -4 PM 3:19
	<u>APPEAL</u>	

Appellant's Name Melinda Richardson		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave #110 Oakland 94610			
Appellant's Mailing Address (For receipt of notices)		Case Number 218-0086	
		Date of Decision appealed Feb 8 2019	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

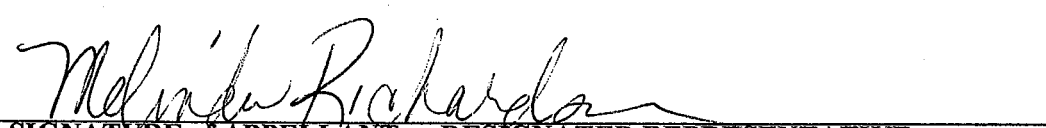
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

	3/4/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

March 1 2019

Housing and Community Development Department

Rent Adjustment Program

To whom it may concern:

Please find the completed enclosed the documents related to appealing the decision of the board associated with at 396 BELLEVUE AVE OAKLAND CA.

Owners listed as: KINGSTON AVENUE PARTNERS

Decision Date: Feb 8, 2019

We are appealing based on letter "e" under Item No.2 on the Appeal Document and letter "h" other- which will be specified at the amount requested in incorrect per their calculations provided.

Letter "h" other. Amount of increase is incorrect.

The amount listed "Allowable Monthly Amortized Cost for Building 70% add up to \$2420.60. The amount listed is \$2506.02- incorrect

The amount under "Allowable Amortized Cost per Unit" should be \$80.68. The amount listed per unit shows \$83.43-incorrect

Letter "e"

Capital Improvements" increase for replacement windows requires a final inspection by the city for all effected units. The main reasons for this inspection is to PROVE the work was done and done properly to protect the tenant's wellbeing and the structure where they reside. It should not be waived. Many of the windows replaced were almost new and did not need to be replaced. Therefore, not beneficial and not necessary, other than racking up an expense to pass on to the tenants. If an inspection had occurred the current problems with leaking windows would have been detected and corrected by now.

This inspection, nor any other inspection was ever done. During the Oct 9 hearing it was brought to the attention of the owner representative that there was no Final Inspection Document included for the windows. The mediator gave them an extension to produce said document.

We all knew the inspections never happened. Imagine our surprise when an email appeared in our INBOXs on Oct 11 with 2 inspection documents attached.,

After viewing the documents, they appeared to be incomplete and fabricated for the following reasons.

1: The Owner name of the documents was incorrect and listed the former owners of the building and NOT the current owner(s). The current owners took possession of the property on **Nov 12 2015**. This document was produced on Jun 15 On the bottom of the form, under INSPECTOR NOTES is says

000128

for "FINAL OK. SMOKE/CO CERFIFICATE TURNED IN. Nothing about the window inspections in the notes. The windows were only notated in the top portion of the document which could have easily been added. This makes the document appear as if they pulled a previous permit/inspection doc and added the information for the window project.

The second document attached, only had a note stating window and sliding doors okay. Is that all this is required? There was no indication that they had gone into any units and done any actual inspections. This seems flimsy at best with no itemization required for each inspected unit? This second document also appears altered. The date on the bottom as 8/17/2016 looks like the it 2015 and a pen was used to make the 5 into a 6. The building did have an inspection for Smoke/Co detectors on Jan 15 2015.

As further proof, Oakland requires owners to give **24 hours notice** for entry into any occupied unit for this type of inspection. None of the tenants received an email or paper notification for this inspection, nor do any tenants recall any inspection after the completion of the window project. May I also point out, the ONLY delivery/notification /communication used by the property manager or the management company is via email. This was also how the "final inspection" documents were sent to the tenants on Oct 11.

These owners chose to replace the same type of double pane windows that were installed in the past 5-7 years in most units, making this window project seem completely unnecessary. Further supporting our suspicion, the owners are trying to exploit a loophole to rack up dollars toward permanent exclusion of this property from rent control in the future.

If the requirement for final inspection on projects is part of the law for allowing the landlords to passthrough their expenses to the tenants, I believe we have met our burden of proof that the inspections were NOT done. This portion of the increase should be disallowed. There should be NO waivers or exclusions granted to favor the landlord owners, otherwise it is not an even playing field. It's like saying there is law to stop at stop signs or go the speed limit, but if choose not to-- it's okay. If there is an issue with windows that have NOT been inspected that causes harm- who is responsible?

Also relating to the disorganization and credibility of the owners, they had included an item on their original request for "replacing carpeting" in the common hallways that was never done. When this error was brought to their attention they admitted the carpet was never replaced, but instead of subtracting that amount from their request, we were told it should simply be added to the painting projects. No detail, breakout or itemization for that dollar amount. I believe if the tenants had not raised the issue they were hoping it would go through unnoticed. Their invoices were completely unorganized and vague. Some looked as if they were from other buildings owned by these landlords. No building address, itemization for amounts, or descriptions were included on the receipts or proof of payments. This seems to follow a pattern. In all fairness the \$10,400 set aside for this item should ALSO be disallowed.

CITY OF OAKLAND
 Department of Planning and Building
 BUILDING SERVICES
 250 Ogawa Plaza · 2nd Floor · Oakland, CA 94612
 telephone (510) 238-3444 · facsimile (510) 238-7287 · www.oaklandnet.com

PERMIT INSPECTION RECORD

Commercial and Multiple-Unit Residential
 California Building, Electrical, Plumbing, Mechanical, Energy, and Green Building Codes
 Oakland Building, Planning, Sustainability, Fire, and Municipal Codes

Address: 396 BELLEVUE AVE, Oakland, CA 94610 **ST Suite:** **APN:** 010 078401900

Description: Replacement of 123 windows including 3 patio doors - like for like/no change to size for 30 unit apartment building.

Owner: Baltzell Richard & Houghton Reed R Tr **Issued:** 05/09/2016

Contractor: AMERICAN WINDOW SYSTEMS INC **Type:** Non-Residential Building - Alteration

Construction: **Sprinklers:** No

Spec Insp:

Permits: B1602099

Pre-paid inspections 12

General Notes

- 1a This Inspection Record Card and the Approved Plans and Approved Construction Management Plan must be readily available at the job site for all inspections. Protect all documents from the weather.
- 1b All construction must remain readily visible for inspection until the "OK TO COVER" box on this Inspection Record Card has been signed and dated by the City inspector.
- 1c Noise levels and Hours of Construction shall conform with the Zoning Conditions of Approval and Oakland Municipal Code regulations.
- 1d Follow all hazardous material testing, worker protection, remediation, and disposal regulations (lead-based paint, asbestos, etc.).
- 1e Toilet facilities must be provided on-site for construction workers.

Permit Expiration & Refunds

- 2a A permit may be extended (fee required) for a total of one year from the date of issuance only if no inspections have been performed.
- 2b Each permit will expire separately unless each of the Major Inspections (Foundation, First Floor, Frame, Final) is approved by the City Inspector every 6 months (or sooner). An expired permit cannot be reinstated if an inspection has been performed.
- 2c A Refund Request must be filed for all refunds. Up to 80% of inspection fees may be refunded if no inspections have been performed. No fees may be refunded more than 180 days after a permit has expired.

Site Maintenance

- 3a "Best Management Practices" must be used daily for dust control and to protect storm water drainage systems (C6).
- 3b Jobsite must be cleaned daily of trash and debris and maintained free of graffiti. Construction materials must be neatly stock piled on-site. Vehicles and equipment must be parked on-site (see 5a below).

Inspections

- 4a To avoid being charged for an inspection, a cancellation must be called-in before 10:00 am on the morning of the scheduled inspection.
- 4b For Building (B), Electrical (E), Plumbing (P), Mechanical (M), Grading (GR), Solar (SE, SP), Zoning, and Infrastructure (PX, PZ) inspections, call (510) 238-3444 weekdays 8:00 am to 4:00 pm, Wednesdays 9:30 am to 4:00 pm well in advance. Each permit must be scheduled separately.
- 4c For Fire inspections, call (510) 238-3851. For Public Works inspections, call (510) 238-3651. For EBMUD sewer lateral certification inspections, call (510) XXX-XXXX.
- 4d When a permit is Green point or LEED energy rated, third-party inspections by a pre-Certified Rater must be also be completed. City inspections are not a substitute for the Certified Rater's inspections and approvals.

Additional Permits

- 5a Separate permits (OB) are required to reserve curbside parking or to obstruct the sidewalk or street in any way (scaffolding, pedestrian canopy, construction fencing, material stock piles, debris dumpsters, traffic lane closure, etc.).
- 5b Separate Fire Prevention Bureau permits are required for fire sprinkler and fire alarm systems.
- 5c Separate permits (X, SL, CGS) are required for excavation and repair work in the Public Right-of-Way (sidewalk, curb, gutter, driveway approach, sewer lateral, water and gas piping, storm drain, etc.).

INSPECTOR NOTES ONLY

date
sign

PLUMBING

date
sign

MECHANICAL

date
sign

INFRA STRUCTURE

date
sign

RIGHT-OF-WAY

date
sign

GRADING

date
sign

C6 & EROSION CNTRL/ BLIGHT & DUST/ CONSTRUCTION HOURS & NOISE/ PARKING & TRAFFIC CNTRL/ CREEK & TREE PROTECT'N

date
sign

ZONING

1	FOUNDATION Major Inspection	2	FIRST FLOOR Major Inspection	3	FRAME Major Inspection	4	FINAL Major Inspection	5	SITE
ELECTRICAL		ELECTRICAL		ELECTRICAL		ELECTRICAL		PRE-CONSTRUCTION	
E	CONSTRUCTION POWER	E	UNDERFLOOR	E	SUBPANEL/FEEDER	E	SMOKE & CO ALARMS	S	PRE-CON METNG
E	UPPER	E	CABLE PROTECTION	E	WALLS	E	EQUIPMENT/DEVICES	S	OBSTRUCT/ENCROACH
E	UNDERGROUND/CONDUIT/CABLE	E	EXTERIOR WRNG	E	BOX MAKE-UP	E	UTILITY RELEASE/TRANSFORMER	S	SURVEY/ELEVATION
E	SINGLE SERVICE			E	SUSPENDED CEILING	E	ENERGY/CALGREEN	S	GRADING
E	SERVICE RACEWAY			E	FRAME WORK	E	FINAL MECHANICAL	S	CREEK PROTECTION
PLUMBING		PLUMBING		PLUMBING		PLUMBING		TREE PROTECTION	
P	UNDERGROUND	P	UNDERFLOOR	P	DWV PPNG	P	ROOF DRAINS	S	VEGETATION CLEARING
P	BACKWATER VALVE	P	DRAINS (PRE/CONDEN/MISC)	P	GAS PPNG	P	GASTEST	S	DUST EROSION CONTROL
P	INTERCEPTOR (SO)	P	FLOOR RECEPTORS	P	WATER PPNG/SERVICE	P	UTILITY RELEASE	S	C&RANWATER RUNOFF
P	INTERCEPTOR (GREASE)			P	TUB/SHOWER PAN	P	ENERGY CODE/CALGREEN	S	EXCAVATION SHORNG
				P	BACKFLOW DEVICES	P	CHLORINATION/SIREPORTS	S	TRAFFIC CONTROL & PARKNG
				P	FRAME WORK	P	FINAL MECHANICAL	S	BLIGHT/NOISE/TOILET
MECHANICAL		MECHANICAL		MECHANICAL		MECHANICAL		INFRASTRUCTURE	
M	UNDERGROUND	M	UNDERFLOOR DUCTS	M	SUSPEND CEILING/VAU/COLS	M	REGISTERS/GRILLS	PZ	SEWER/BACKWATER
M	RADANT/COLS	M	RADANT/COLS	M	DAMPER (PRE/CEILING/SMOKE)	M	EQUIPMENT	PZ	STORM DRAIN
				M	MUAR/OUTDOOR AIR	M	ROOF ACCESS/GUARDS	PZ	DRAINAGE
				M	DUCT (TYPE HOOD)	M	ENERGY COMPLY FORMS	PZ	HARDSCAPE
				M	DETECTORS (DUCT/CO)	M	CALGREEN	PZ	FIRE ACCESS
				M	EXHAUST DUCTS	M	SIREPORTS (EQ.BALANCE)	PZ	CSPACTIFY
				M	FRAME WORK	M	FINAL MECHANICAL	PZ	FINAL MECHANICAL
BUILDING		BUILDING		BUILDING		BUILDING		GRADING	
B	SURVEY/STAKNG	B	GARAGE PAD ELEVATION	B	ROOF FRAMNG & ANALNG	B	DECK/RETAIN WALL	GR	SUBGRADE
B	SETSACKS	B	FIRST FLOOR ELEVATION	B	ZONNG ROUGH	B	ZONNG CONDITIONS	GR	PAD
B		B		B		B		GR	
B	PERS	B	ACCESSBLTY	B	PREFERRED ASSEMBLY	B	SIGNAGE	GR	FINAL MECHANICAL
B	FOOTNG/GRADE BEAM			B	SHAFT CONSTRUCTION	B	ACCESSBLTY		RIGHT OF WAY
B	EM BEDMENTS			B	SHEAR WALL BRACNG	B	ENERGY/HERS (FORMS,REPORT)	PX	SIDEWALK/DRIVEWAY
B				B	SUSPENDED CEILING	B	GPR COMPLIANCE	PX	EBM UNILATERAL CERTIFICATION
B	SLAB FLOOR/VAPOR BARRIER	B	FLOOR FRAMNG	B	FLOOR & WALL FRAMNG	B	SMOKE & CO ALARMS	PX	FINAL MECHANICAL
B	WP PROTECTION & DRAINAGE	B	INSULATION	B	INSULATION	B	RECYCLNG CDSR	S	FIRE MARSHALL
B	MASONRY WALLS			B	LATH/EXTERIOR COVERNG			FM	FRESPRNKLER
				B	WP MEMBRANE			FM	FINAL MECHANICAL
				B	EGRESS/SAFETY GLAZNG				PLANNING
				B	GRIND COVER	B	OK TO OCCUPY	ZC-58	ROUGH
				B	TUB/SHOWER WALL			ZC	LANDSCAPE/HARDSCAPE
				B	GYP SUM WALLBOARD			ZC	SITE IMPROVEMENTS
				B	PRESAFNG	B	FINAL MECHANICAL	ZC	FINAL MECHANICAL
1	FOUNDATION APPROV	2	FIRST FLOOR APPROV	3	FRAME APPROV	4	FINAL MECHANICAL APPROV	9	PROJECT FINAL

INSPECTOR NOTES ONLY

date BUILDING

sign

8-17-16 FINAL OK, SMOKE/CO CERTIFICATE

TORPED IN

date ELECTRICAL

sign

Inspection #	Inspection Type	Address	Request Comment	Record #	Record Type	Result	Start Time	End Time	Total Mileage
81802099	rebecca windows	386 BELLVILLE AVE Faint Building 707-315-0827	Request Comment	81802099	Building/Non-Residential/Quality/Attention	Pass	08/17/2016	04/22/16	

Inspection #	Inspection Type	Address	Request Comment	Record #	Record Type	Result	Start Time	End Time	Total Mileage
ZC132451	396	BELLEVUE AVE	Approved	11/14/2013	11/14/2013	0			
ZC130742	396	BELLEVUE AVE	Approved	03/22/2013	03/22/2013	0			
ZC122193	396	BELLEVUE AVE	Approved	10/12/2012	10/12/2012	0			
SS111871	396	BELLEVUE AVE	Approved	11/04/2011	08/15/2012	0			
ZC118908	396	BELLEVUE AVE	Approved	04/07/2011	04/07/2011	0			
ZC118966	396	BELLEVUE AVE	Approved	04/05/2011	04/05/2011	0			
0806750	396	BELLEVUE AVE	Non-Actionable	11/17/2009	11/17/2009	0			
ZC091156	396	BELLEVUE AVE	Approved	05/02/2009	05/02/2009	0			
ZC091152	396	BELLEVUE AVE	Approved	05/02/2009	05/02/2009	0			

81802099 - rebecca windows

Menu: Cancel View: 1 of 1 Reports: Help: Data Language: English (US)

Inspection Detail: Conditions (0) Documents (0) Inspection Audit History (0)

Inspection Type: Final Building
 Address: 386 BELLVILLE AVE
 Inspection Contact Phone Number: 707-315-0827
 Inspection Date: 08/17/2016
 Department: Permit Commercial
 Inspector: Dave Valdez

Request Comment: Request Comment

Record #: 81802099
 Record Type: Building/Non-Residential/Quality/Attention

Inspection Time: 04/22/16
 Total Time: Pass
 Start Time: End Time: Total Mileage

Realtor Comment: Realtor Comment

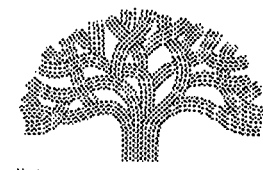
Print OK Windows and siding door OK Photo taken certificate turned in

- My Reports
- Planning Miscellaneous
- Building
- Enforcement
- Inspections
- Planning
- Proactive Programs
- Checklist
- Check AA Guide
- CSLE
- Assessor Map
- Planning & Building
- Building Services
- Rebuilding and Zoning
- Licenses/Logbook
- Enforcement
- Acceda Citizen Access

Type here to search

MSN.com
 Weather for 77896
 Page Tools

RC/MA

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 MAR -4 PM 3:20
	<u>APPEAL</u>	

Appellant's Name Krisanne Combs		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave Apt. 203 Oakland CA 94610			
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Ave Apt 203 Oakland CA 94610		Case Number L18-0086	
		Date of Decision appealed Feb. 8, 2019	
Name of Representative (if any) N/A		Representative's Mailing Address (For notices) N/A	

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: _____.

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

	2/28/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

February 28, 2019

City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Re: Case Number L18-0086

To whom it may concern:

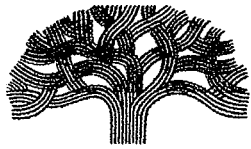
I am appealing the rent increase adjustment approved as part of case number L18-0086 on the ground that the owner has misrepresented the completion of the work. The window replacement project was not completed as outlined, as the final inspection of the windows by a city inspector either 1) did not occur or 2) occurred without the owner obtaining my permission to enter the unit. I have no records of the owner making any attempt to request my permission to enter the unit, therefore, I have no knowledge that the inspections actually occurred as stated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Krisanne Combs', with a long horizontal line extending to the right.

Krisanne Combs, Tenant
396 Bellevue Avenue Apt 203
Oakland, CA 94610

000137



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

RCMA

RENT ADJUSTMENT PROGRAM

2019 MAR -4 PM 3:20

APPEAL

Appellant's Name Frayda Garfinkle		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave. #206			
Appellant's Mailing Address (For receipt of notices) Oakland CA 94610		Case Number L18-0086	
		Date of Decision appealed 2/8/2019	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.


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

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

	3/1/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

March 1, 2019

Explanation for this appeal:

Window inspection documents were
incorrect and incomplete.

Frayde Japicce

RC/MR

RENT ADJUSTMENT PROGRAM

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 MAR - 4 PM 3: 21
	<u>APPEAL</u>	

Appellant's Name Jenny McKeel		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave. # 208 94610			
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Ave # 208 94610		Case Number L18-0086	Date of Decision appealed Feb. 8, 2019
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

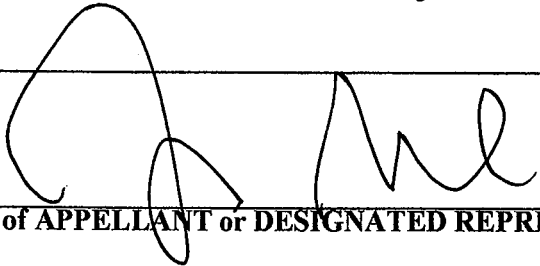
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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. •

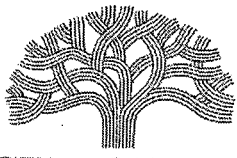
I declare under penalty of perjury under the laws of the State of California that on 4 MARCH, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Bay Apartment Advisors	Kristopher Lamant 201 19th St Ste 200 Oakland CA 94612
Address	201 19th St. # 200	
City, State Zip	OAKLAND, CA 94612	
Name	Bay Apartment Advisors	Kimberly Jeger-Rae In 1954 Mountain Blvd # 1325 Oakland CA 94611
Address	201 19th St. # 200	
City, State Zip	OAKLAND, CA 94612	

	3/3/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

I am appealing the decision because it is not supported by adequate evidence. Evidence provided does not include substantial proof that a final window inspection was completed for ^{all} units, and that inspection is required. I, and other tenants, can provide proof that the inspection document provided is not valid, as final window inspections were not performed for all units.

2019 MAR -4 PM 3:20
For date stamp.

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

Appellant's Name <i>Angelique Tremble</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) <i>396 Bellevue Ave. Oakland, CA 94610</i> <i>Apt. 209</i>		
Appellant's Mailing Address (For receipt of notices) <i>same as above</i>	Case Number <i>L18-0086</i>	Date of Decision, appealed <i>2/9/2019</i>
Name of Representative (if any)	Representative's Mailing Address (For notices)	

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

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


For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on March, 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:

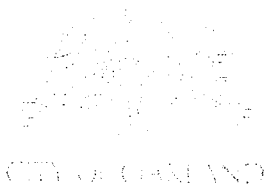
Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

	3/2/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

I do not believe that a final window inspection was done for my unit (#209). I have searched my records and do not have any email from management or the landlord advising of the required 24-hour notice for entry to do such an inspection in my unit. I call into question any documentation the landlord has provided regarding such an inspection. Accordingly, I encourage the court to further investigate and request specific documentation and proof that the inspection actually did in fact occur.

EDUCATION CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	2019 For date stamp MAR -4 PM 3:20
	<u>APPEAL</u>	

Appellant's Name Michele G. Kappel-Stone		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 396 Bellevue Avenue, #301, Oakland, CA 94610		
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Avenue, #301, Oakland, CA 94610		Case Number L18-0086 Kingston Ave. Partners v. Tenants
		Date of Decision appealed February 8, 2019
Name of Representative (if any)	Representative's Mailing Address (For notices)	

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*
 *Please see explanation on page 3 of this document.

For more information phone (510) 238-3721.

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

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeager Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

Michele Kappel -Stone	March 2, 2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

Explanations of Grounds for Appeal:

Kingston Avenue Partners nor their representatives nor a representative of the City of Oakland inspected the new windows. There was no inspection at all.

I believe the any inspection document that Kingston Avenue Partners may have provided for review was fabricated and thus invalidates that portion of the increase. Thank you.

-- Michele Kappel-Stone, March 2, 2019



For more information phone (510) 238-3721.

RC/MA

RENT ADJUSTMENT PROGRAM

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp 2019 MAR -4 PM 3:20
		<u>APPEAL</u>

Appellant's Name Matt Stone		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Avenue 301			
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Avenue, #301, Oakland, CA 94610		Case Number L18-0086 Kingston Ave. Partners v Tenants	
		Date of Decision appealed February 8, 2019	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

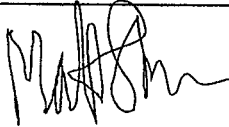
For more information phone (510) 238-3721.

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roeha
Address	1954 Mountain Blvd # 13125
City, State Zip	Oakland CA 94611

	3/2/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

There was 100% absolutely no follow up inspection of the windows by anyone.
The claim that there was any form of inspection is completely fraudulent.
As I understand it, this should affect the amount
of the rent increase.

Matt Stone 3/2/2019



For more information phone (510) 238-3721.

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

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

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

Name	Kris topher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

Robert Chalk	2/28/19
--------------	---------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

Robert C. Suhr
396 Bellevue Ave Apt 305
Oakland, CA 94610

Response to Hearing Decision on case L18-0086 Kingston Avenue
Partners v. Tenants

There was no inspection done after the new window was installed
A month or two after the installation I noticed a crack in the window.
I notified Tanya and she came and looked at it but did nothing.
I believe the window would still have been be under warranty.

At least a year later Tanya came again and took photographs of it.
As I recall handymen came several times in the following months to look
and said they could do nothing

Finally a month or so later professionals came in and replaced it.

I lived in the apartment for a year and a half with a potentially
dangerous cracked window

RC/MA

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM	For date stamp. 2019 MAR -4 PM 3:20
	250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	<u>APPEAL</u>

Appellant's Name DAVID P. SIMMONS		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave, Apt 306, OAKLAND, CA 94610-3455			
Appellant's Mailing Address (For receipt of notices) SAME AS ABOVE		Case Number L18-0086	Date of Decision appealed FEBRUARY 8, 2019
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.


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

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

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

I declare under penalty of perjury under the laws of the State of California that on 03/04, 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:

Name	KRISTOPHER LAMONT
Address	201 19TH ST SUITE 200
City, State Zip	OAKLAND, CA, 94612
Name	KIMBERLY JEGER ROBIN
Address	1954 MOUNTAIN BLVD. # 13125
City, State Zip	OAKLAND CA, 94611

	<u>03/04/2019</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

1) I did not receive a transcript of the hearing
(Case # L18-0086 dated 10/09/2018)
This will help identify any miscommunications
and mis understandings

2) Hearing Decision - Evidence
(Please see exhibit 1)

There is an error in the total amount of
capital improvements calculated,
listed under evidence as \$197,352.27
This amount includes \$10,400.00 for
carpet.

Nothing was done with the carpet
Because of this \$10,400.00 must be
subtracted from the total amount of
the capital improvements costs

\$ 197,352.27	original total
- 10,400.00	
<hr/>	
\$ 186,952.27	corrected total

\$ 186,952.27 is the correct total

3) Findings - Windows

I am quoting from page 5 of the hearing decision under "Finding of Facts and Conclusions of Law"

"The new double pane windows are more energy efficient, reduce external noise, and replacement of all the windows gives the building a uniform look that is aesthetically pleasing.

These improvements primarily benefit the tenants"

The windows are not an improvement.

I already had double pane windows with rollers for easy opening and closing.

There was also more space between the glass panes providing greater insulation against noise and weather.

As the windows I had prior to the new windows were better, this is not an improvement and the allowable amortized cost of \$51.08 on my unit should be disallowed.

(Please see EXHIBIT 2)

No window inspection was done on the windows

4) Please provide a more detailed explanation of how the capital improvement rent increase is calculated
(PLEASE see EXHIBIT 3)

In Summary

- 1) I did not receive a written transcript of the hearing (L18-0086 dated 10/09/2018)
- 2) There is an error in the amount of \$10400.00 in the computation of capital improvement costs, based on the information supplied by the owners
- 3) The windows I currently have in my apartment are inferior to the ones I had before. This is not an improvement.
- 4) In the capital improvements increase calculation ($\$2.37 + \51.08) \$53.45 should be deducted from any increase due to me because of capital improvements
- 5) Please provide an explanation of the computations used for the CPI increase

EXHIBIT 1 - PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE

Capital Improvements: Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement spread out over an amortization period as set forth in the Amortization Schedule below. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 1, 2017, improvements will be amortized over five years unless the increase causes a rent increase over 10 percent in one year or 30 percent in five years, in which case the amortization period will be extended until the rent increase is smaller than 10 percent in one year or 30 percent in five years.

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
* Common hallway remodel - Floors (carpet)	\$10,400.00	4/28/16	4/7/16; 5/2/16
Common hallway remodel - Lighting	\$4,300.00	4/28/16	4/7/16; 5/2/16
Common hallway remodel - Paint/walls	\$15,000.00	4/28/16	4/7/16; 5/2/16
Windows (all)	\$121,152.27	5/9/16	5/9/16; 6/13/16; 5/9/16
Exterior paint	\$46,500.00	3/30/18	3/19; 3/23; 3/27; 3/30/18
SUBTOTAL:	\$197,352.27		

Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
SUBTOTAL:				

* NO CHANGES WERE MADE TO THE CARPET

• SHOULD BE \$186,952.27

000162

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvements

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs.¹⁵ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.¹⁶ The improvements must primarily benefit the tenant rather than the owner.¹⁷

In this case, the upgrades to the property improve the value of the building and prolong its useful life. The hallway remodel makes the interior of the building more attractive and secure. Similarly, the exterior paint makes the building more attractive, rectifies age related decay caused by time and weather, and protects the exterior from the elements. The new double pane windows are more energy efficient, reduce external noise, and replacement of all the windows gives the building a uniform look that is aesthetically pleasing. These improvements primarily benefit the tenants.

Seventy percent (70%) of the total cost for the capital improvement may be passed through to the tenants.¹⁸ The capital improvement costs are to be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 to the Regulations and the total costs shall be amortized over that time period unless the rent increase using this amortization would exceed ten percent (10%) of the existing rent for a particular unit.¹⁹ The amortization period is 10 years for carpentry (baseboards/casing/chair rail), 5 years for interior painting, 10 years for interior lighting, 5 years for window replacement, and 5 years for exterior painting.²⁰ The dollar amount of the capital improvement rent increase shall be removed from the rent at the end of the amortization period.²¹

The payments to Ethos Built, Inc., in the amount of \$29,700.00 meet the requirements for a capital improvement increase. The payments to American Window Systems, Inc., in the amount of \$121,152.27 and to Rayco in the amount of \$46,500.00 also qualify as capital improvement costs. The total cost of the capital improvements is \$197,352.27. The attached Table sets forth the proper calculation for a rent increase based upon these capital improvement expenses.

ORDER

1. Owner Petition L18-0086 for Approval of Rent Increase is granted.

¹⁵ O.M.C. Section 8.22.070(C)

¹⁶ Regulations, Appendix, Section 10.2.2(5)

¹⁷ Regulations, Appendix A, §10.2

¹⁸ Regulations, Appendix A, Section 10.2.3 (3)(a)

¹⁹ Regulations, Appendix A, Section 10.2.3(2)

²⁰ Appendix A, Exhibit 1, page 12

²¹ Regulations Appendix, Section 10.2.3(2)

* INCORRECT PRIOR WINDOWS WERE BETTER

1	FOUNDATION Major Inspection	2	FIRST FLOOR Major Inspection	3	FRAME Major Inspection	4	FINAL Major Inspection		SITE
	ELECTRICAL		ELECTRICAL		ELECTRICAL		ELECTRICAL		PRE-CONSTRUCTION
E	CONSTRUCTION POWER	E	UNDERFLOOR	E	SUBPANEL/ FEEDER	E	SMOKE & CO ALARMS	S	PRE-CON MEETING
E	W/UTER	E	CABLE PROTECTION	E	31 WALLS	E	EQUIPMENT/ DEVICES	S	OBSTRUCTION ENCROACH
E	UNDERGROUND/ CONDUIT/CABLE	E	EXTERIOR WRNG	E	32 BOX MAKE-UP	E	UTILITY RELEASE/ TRANSFORMER	S	SURVEY/ ELEVATION
E	SINGLE SERVICE			E	33 SUSPENDED CEILING	E	ENERGY/ CAL GREEN	S	GRADING
E	SERVICE RACEWAY			E	34 FRAME O.K.	E	35 ELECTRICAL	S	CREEK PROTECTION
	PLUMBING		PLUMBING		PLUMBING		PLUMBING		INFRASTRUCTURE
P	UNDERGROUND	P	UNDERFLOOR	P	30 DWV PPNG	P	ROOF DRAINS	S	TREE PROTECTION
P	BACKWATER VALVE	P	DRAINS (PRE/ CONDENS/ MISC)	P	31 GAS PPNG	P	GASTEST	S	VEGETATION CLEARING
P	INTERCEPTOR (SO)	P	FLOOR RECEPTORS	P	32 WATER PPNG/ SERVICE	P	UTILITY RELEASE	S	DUST EROSION CONTROL
P	INTERCEPTOR (GREASE)			P	33 TUB/ SHOWER PAN	P	ENERGY CODE/ CAL GREEN	S	CG & RAN WATER RUNOFF
				P	34 BACKFLOW DEVICES	P	43A CHLORINATION/ SIREPORTS	S	EXCAVATION SHORNG
				P	35 FRAME O.K.	P	44 ELECTRICAL	S	TRAFFIC CONTROL & PARKING
				P	36 O.K.	P	45 ELECTRICAL	S	BLIGHT/HOSE/ TOILET
	MECHANICAL		MECHANICAL		MECHANICAL		MECHANICAL		INFRASTRUCTURE
M	UNDERGROUND	M	UNDERFLOOR DUCTS	M	30 SUSPENDED CEILING/ VAN/ COLS	M	REGISTERS/ GRILLS	PZ	SEWER/ BACKWATER
M	RADIANT/ COLS	M	RADIANT/ COLS	M	31 DAM PER (PRE- CEILING/ SMOKE)	M	EQUIPMENT	PZ	STORM DRAIN
				M	32 MUAIR/ OUTDOOR AIR	M	ROOF ACCESS/ GUARDS	PZ	DRAINAGE
				M	33 DUCT (TYPE HOOD)	M	ENERGY COMPLY FORMS	PZ	HARDSCAPE
				M	34 DETECTORS (DUCT CO)	M	CAL GREEN	PZ	FIRE ACCESS
				M	35 EXHAUST DUCTS	M	SIREPORTS (EQ. BALANCE)	PZ	OFF FACILITY
				M	36 FRAME O.K.	M	46 MECHANICAL	PZ	INFRASTRUCTURE
	BUILDING		BUILDING		BUILDING		BUILDING		GRADING
B	SURVEY/ STAKING	B	GARAGE PAD ELEVATION	B	30 ROOF FRAMNG & NALNG	B	DECK/ RETAIN WALL	GR	SUBGRADE
B	SETBACKS	B	FIRST FLOOR ELEVATION	B	31 ZONNG ROUGH	B	ZONNG CONDITIONS	GR	PAD
B		B		B	32	B		GR	
B	PERS	B	ACCESSIBILITY	B	33 PRERATED ASSEMBLY	B	SIGNAGE	GR	
B	FOOTING/ GRADE BEAM			B	33A SHAFT CONSTRUCTION	B	ACCESSIBILITY		RIGHT OF WAY
B	EMBODIMENTS			B	34 BREAR WALL BRACING	B	ENERGY/HERS (FORMS REPORT)	PX	SIDEWALK/ DRIVEWAY
				B	35 SUSPENDED CEILING	B	GPR COMPLIANCE	PX	EBM UNLATERAL CERTIFICATION
B	SLAB FLOOR/ VAPOR BARRIER	B	FLOOR FRAMNG	B	35A FLOOR & WALL FRAMNG	B	SMOKE & CO ALARMS	PX	INFRASTRUCTURE
B	WP PROTECTION & DRAINAGE	B	INSULATION	B	36 INSULATION	B	RECYCLNG CDSR		FIRE MARSHALL
B	MASONRY WALLS			B	37 LATH/ EXTERIOR COVERNG			FM	FIRE SPRINKLER
				B	37A WP MEM BRANE			FM	INFRASTRUCTURE
				B	37B EGRESS/ SAFETY GLAZNG				PLANNING
				B	38 CONTO COVER	B	48 O.K. TO OCCUPY	ZC-58	ROUGH
				B	39 TUB/ SHOWER WALL			ZC	LANDSCAPE/ HARDSCAPE
				B	39A GYPSUM WALLBOARD			ZC	SITE IMPROVEMENTS
				B	39B FRESA FNG	B	88	ZC	
				B	39C	B	88	ZC	
1	FOUNDATION APPROV	2	FIRST FLOOR APPROV	3	FRAME APPROV	4	FINAL CRAFTS	9	PROJECT FINAL

INSPECTOR NOTES ONLY

date
sign BUILDING

8-17-16 FINAL OK, SMOKE/CO CERTIFICATE

TORDED IN

date
sign ELECTRICAL

1	FOUNDATION Major Inspection	2	FIRST FLOOR Major Inspection	3	FRAME Major Inspection	4	FINAL Major Inspection	5	SITE
	ELECTRICAL		ELECTRICAL		ELECTRICAL		ELECTRICAL		PRE-CONSTRUCTION
E 10	CONSTRUCTION POWER	E 20	UNDERFLOOR	E 30	SUBPANEL/ FEEDER	E 40	SM OKE & CO ALARMS	S 50A	PRE-CON MEETING
E 11	WIRING	E 21	CABLE PROTECTION	E 31	WALLS	E 41	EQUIPMENT/ DEVICES	S 50B	OBSTRUCT/ ENCROACH
E 12	UNDERGROUND/ CONDUIT/CABLE	E 22	EXTERIOR WRNG	E 32	BOX MAKE-UP	E 42	UTILITY RELEASE/ TRANSFORMER	S 50C	SURVEY/ ELEVATION
E 13	SINGLE SERVICE			E 33	SUSPENDED CEILING	E 43	ENERGY/ CALGREEN	S 50D	GRADING
E 14	SERVICE RACEWAY			E 38	FRAME O.K.	E 46	ENERGY/ CALGREEN	S 50E	CREEK PROTECTION
	PLUMBING		PLUMBING		PLUMBING		PLUMBING		TREE PROTECTION
P 10	UNDERGROUND	P 20	UNDERFLOOR	P 30	DWV PPNG	P 40	ROOF DRAINS	S 50G	VEGETATION CLEARING
P 11	BACKWATER VALVE	P 21	DRAINS (PRE/ CONDEN/ M SC)	P 31	GAS PPNG	P 41	GAS TEST	S 50H	DUST/ EROSION CONTROL
P 12	INTERCEPTOR (SO)	P 22	FLOOR RECEPTORS	P 32	WATER PPNG/ SERVICE	P 42	UTILITY RELEASE	S 50J	C&R WATER RUNOFF
P 13	INTERCEPTOR (GREASE)			P 33	TUB/ SHOWER PAN	43A	ENERGY CODE/ CALGREEN	S 50K	EXCAVATION SHORING
				P 34	BACKFLOW DEVICES	P 44	CHLORINATION/ SIREPORTS	S 50L	TRAFFIC CONTROL & PARKING
				P 36	FRAME O.K.	P 46	ENERGY/ CALGREEN	S 50M	BLIGHT/ NOISE/ TOILET
	MECHANICAL		MECHANICAL		MECHANICAL		MECHANICAL		INFRASTRUCTURE
M 30	UNDERGROUND	M 20	UNDERFLOOR DUCTS	M 30	SUSPEND CEILING/ VAN/ COLS	M 40	REGISTERS/ GRILLS	PZ 50	SEWER/ BACKWATER
M 31	RADIANT/ COILS	M 21	RADIANT/ COILS	M 31	DAMPEN (PRE/ CALGREEN/ SM OKE)	M 41	EQUIPMENT	PZ 51	STORM DRAIN
				M 32	MUAR/ OUTDOOR AIR	M 42	ROOF ACCESS/ GUARDS	PZ 52	DRAINAGE
				M 33	DUCT (TYPE HOOD)	M 43	ENERGY COMPLY FORMS	PZ 53	HARDSCAPE
				M 34	DETECTORS (DUCT/ CO)	M 44	CALGREEN	PZ 54	PRE ACCESS
				M 35	EXHAUST DUCTS	M 45	SIREPORTS (EQ. BALANCE)	PZ 55	OFF FACILITY
				M 36	FRAME O.K.	M 46	ENERGY/ CALGREEN	PZ 56	INFRASTRUCTURE
	BUILDING		BUILDING		BUILDING		BUILDING		GRADING
B 10	SURVEY/ STAKING	B 20	GARAGE PAD ELEVATION	B 30	ROOF FRAMING & ANALOG	B 40	DECK/ RETAIN WALL	GR 50	SUBGRADE
B 11	SEYBACKS	B 21	FIRST FLOOR ELEVATION	B 31	ZONING ROUGH	B 41	ZONING CONDITIONS	GR 51	PAD
B 12		B 22		B 32		B 42		GR 52	
B 13	PERS	B 23	ACCESSIBILITY	B 33	PREFABRATED ASSEMBLY	B 43	SIGNAGE	GR 56	INFRASTRUCTURE
B 14	FOOTING/ GRADE BEAM			B 33A	SHAFT CONSTRUCTION	B 44	ACCESSIBILITY		RIGHT OF WAY
B 15	FOUNDATION BEAMMENTS			B 34	SHEAR WALL BRACING	B 45	ENERGY/HERS (FORMS, REPORT)	PX 60	SIDEWALK/ DRIVEWAY
				B 35	SUSPENDED CEILING	B 45A	GPR COMPLIANCE	PX 51	EBM UP LATERAL CERTIFICATION
B 16	SLAB FLOOR/ VAPOR BARRIER	B 24	FLOOR FRAMING	B 35A	FLOOR & WALL FRAMING	B 46	SM OKE & CO ALARMS	PX 88	INFRASTRUCTURE
B 17	WATER PROTECTION & DRAINAGE	B 25	INSULATION	B 36	INSULATION	B 47	RECYCLING CDSR		FIRE MARSHALL
B 18	MASONRY WALLS			B 37	LATH/ EXTERIOR COVERING			FM 50	FIRE SPRINKLER
				B 37A	WATER MEMBRANE			FM 86	INFRASTRUCTURE
				B 37B	EGRESS/ SAFETY GLAZING				PLANNING
				B 38	CONDO COVER	B 48	O.K. TO OCCUPY	ZC 58	ROUGH
				B 39	TUB/ SHOWER WALL			ZC 99A	LANDSCAPE/ HARDSCAPE
				B 39A	GYPSON WALLBOARD			ZC 99B	SITE IMPROVEMENTS
				B 39B	FRESAFING	B 48		ZC 88	INFRASTRUCTURE
1	FOUNDATION APPROV	2	FIRST FLOOR APPROV	3	FRAME APPROV	4	FINAL DRAFTS	9	PROJECT FINAL

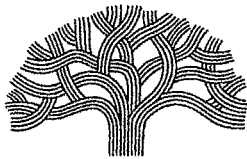
INSPECTOR NOTES ONLY

date
sign BUILDING

8-17-16 FINAL OK. SURE/CO CERTIFICATE
- TORPED IN

date
sign ELECTRICAL

RC/MA

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 MAR -4 PM 3:20
	<u>APPEAL</u>	

Appellant's Name JOHN ROGERS		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 396 Bellevue #307 Oakland, CA 94610		
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Ave #307 Oakland, CA 94610		Case Number L18-0086
		Date of Decision appealed 01/03/19
Name of Representative (if any)	Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

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

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Reehun
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

John Rogers	03/01/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

03/01/19

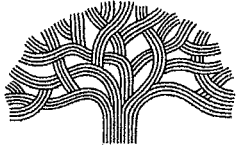
The documents submitted to claim the final window inspection of my unit are incorrect. I was never notified of an inspection for the windows nor did I receive one.

John Hughes

000170

RENT ADJUSTMENT PROGRAM

2018 MAR 27 - 6 PM 3:21
For date stamp.

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

Appellant's Name Susan Reynolds		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 396 Bellevue Av, # 308		
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Av #308 Oakland, CA 94610		Case Number L18-0086
		Date of Decision appealed
Name of Representative (if any)		Representative's Mailing Address (For notices)

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

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

No inspection done in my unit
 For more information phone (510) 238-3721.

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

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

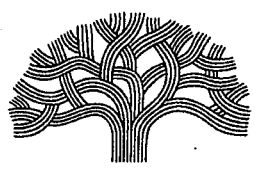
• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

Susan Reynolds	3-2-19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

RC/MA



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

For date stamp.
-4 PM 3:21

APPEAL

Appellant's Name Jade McCawley		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 396 Bellevue Ave. #309 Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) 396 Bellevue Ave. #309 Oakland, CA 94610		Case Number L18-0086	Date of Decision appealed 2/8/19
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

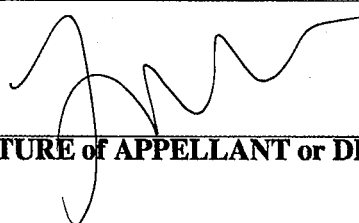
For more information phone (510) 238-3721.

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

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

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

Name	Kristopher Lamont
Address	201 19th St. Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd # 13125
City, State Zip	Oakland CA 94611

	3/3/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

RC/MA

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 MAR -4 PM 3:21
	<u>APPEAL</u>	

Appellant's Name ZACH BISTOP		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 396 BELLEVUE AVE # 309 OAKLAND, CA 94610		
Appellant's Mailing Address (For receipt of notices)		Case Number 618-0086
		Date of Decision appealed 2/8/19
Name of Representative (if any)		Representative's Mailing Address (For notices)

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

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

For more information phone (510) 238-3721.

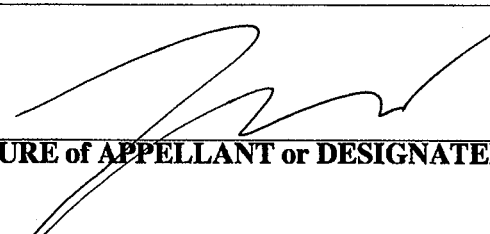
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

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

Name	Kristopher Lamont
Address	201 19th St Ste 200
City, State Zip	Oakland CA 94612
Name	Kimberly Jeger Roehn
Address	1954 Mountain Blvd #13125
City, State Zip	Oakland CA 94611

	3/3/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

KC/MA
2019 MAR 26 PM 2:55

OWNER RESPONSE TO TENANT APPEAL

Owner/Respondent (Kingston Avenue Partners, LLC, hereinafter "the owner") files the following response to Tenants'/Appellants' (hereinafter "the tenants") cumulative appeals to the underlying Hearing Decision, which granted the owner's Petition for Capital Improvement Pass-Through in full. The owner respectfully requests that the Appeal Board upholds the Hearing Decision in its entirety. The owner also requests an award of further relief based on the substance of the tenants' appeals as well as the owner's constitutional rights to due process and a fair return.

I. PROCEDURAL FACTS

The owner of 396 Bellevue Avenue filed the relevant Petition for Capital Improvement Pass-Through on April 23, 2018. An amended petition was filed on August 23, 2018.¹ Several tenants filed responses to the owner's petition stating various objections.

A hearing on the petition was held on October 9, 2018. Participants in attendance included two owner representatives and six tenants (each of whom is currently an appellant). The hearing proceeded for approximately two hours; each party present was heard and given the opportunity to present his or her facts and arguments in full.

On February 8, 2019, the hearing officer issued a detailed written decision granting the owner's petition in its entirety.

A subset of tenants now appeal. Based on the content of the appeals and service of the tenants' documents together, it is clear these tenants worked in concert and coordinated similar, if not identical, statements. **As a result, the owner submits one response to the collective appeals, unless otherwise noted.**

II. STANDARD OF APPEAL

The tenants appeal on the grounds that the hearing officer's decision is not supported by substantial evidence.²

"When a finding of fact is attacked on the ground that there is not any substantial evidence to sustain it, the power of an appellate court *begins and ends* with the determination as to whether there is **any** substantial evidence contradicted or uncontradicted which will support the finding of fact." (*Foreman & Clark Corp. v. Fallon* (1971) 3 Cal. 3d 875, 881. Emphasis added.)

¹ The amended petition only corrected one line item of the original petition: a description of work which mistakenly included the word "carpet". The supporting evidence previously submitted and the calculations for the pass-through expenditures remained exactly the same.

² Some tenants have also checked a second ground for appeal: "Other." However, there is no related explanation or evidence offered. Accordingly, it is not being addressed.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

The Appeal Board must review all the evidence in the record to determine if the findings were supported by substantial evidence. "It is well established that a reviewing court starts with the presumption that the record contains evidence to sustain every finding of fact." (*Id.*) The evidence is to be examined, but it is not re-weighed. (*Estate of Teel (1944) 25 Cal. 2d 520.*)

It is the challenging parties' (the tenants') burden to show the agency's decision was not supported by substantial evidence. (*Cal. Youth Auth. v. State Personnel Bd. (2002) 104 Cal.App.4th 575, 584; Code of Civ. Proc. § 1094.5(c).*)

To satisfy their burden, the tenants are required to set forth in their initial appeal papers every piece of the material evidence that exists in the record -- both favorable and unfavorable, disputed and undisputed -- relating to their challenged findings. The requirement to present all the evidence in their initial papers is a "fundamental obligation . . . and a prerequisite to [the reviewing entity's] consideration of their challenge." (*Schmidlin v. City of Palo Alto (2007) 157 Cal.App.4th 728, 738.*) The tenants may not present "merely their own evidence" nor may they present new evidence. (*Id.*; *Foreman, 3 Cal. 3d at 881; see also Rent Adjustment Program's Landlord's Guide to Rent Adjustment* which states the tenants "are responsible for making sure that a sufficient record (not new evidence) is before the Board to support [their] position.")

If the tenants do not provide a complete, forthright recitation of all the material evidence in the record, their claims on appeal are "**deemed to be waived.**" (*Foreman, 3 Cal. 3d at 881.* Emphasis added.)

"In determining whether substantial evidence supports a finding, the court may not reconsider or reevaluate the evidence presented to the administrative agency. All conflicts in the evidence and any reasonable doubts must be resolved in favor of the agency's findings and decision." (*Center for Biological Diversity v. County of San Bernardino (2010) 185 Cal.App.4th 866, 881-882.* Internal quotes omitted.) The Appeal Board must also presume the hearing officer's findings are correct, and must defer to the hearing officer's resolution of credibility issues. (*Nestle v. City of Santa Monica (1972) 6 Cal. 3d 920, 925.*)

Ultimately, the Appeal Board is required to uphold the decision if any reasonable person could have drawn the same factual conclusions as the hearing officer. (*Kirkorowicz v. California Coastal Com., (2000) 83 Cal. App. 4th 980, 986.*)

III. DISCUSSION

The hearing officer's ruling was sound and based on comprehensive evidence. The tenants have failed to set forth a complete (or any) record of the evidence, and therefore their challenges are waived as a matter of law at the outset.

Even should the tenants' challenges be examined for substance, which would be improper due to their defective pleading, they lack merit and are wholly unsupported by any evidence. Accordingly, the decision must be upheld in full, and the frivolous, bad faith nature of the tenant's appeals entitles the owner to recover costs and fees.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

- a. **The tenants fail to meet their burden to demonstrate the evidence, and therefore have waived all challenges on appeal.**

As stated above, the tenants are required, in their initial appeal papers, to lay out every single piece of the material evidence that exists in the record relating to their challenge. Failure to do so waives their challenges matter of law and results in a full dismissal of their challenges.

The tenants' main (and for most tenants, the only) challenge concerns the city's Permit Inspection Record and final sign-off for the window replacement upgrade. In summary, the tenants feel the inspections never took place, they do not remember the inspections taking place, or say they were never given notice or proof of the inspections taking place, and therefore they conclude the city's records must be incorrect or forged.

Specifically related to the window work and completion, the owner submitted and entered the following documentary evidence into the record at hearing:

- the proposal from the window contractor
- the work contract
- the permit for the window work issued by the City of Oakland
- three invoices from the window contractor
- three corresponding cancelled checks for the window work
- photographs
- the Permit Inspection Record showing the windows passed final inspection.

These documents were entered as Exhibits 4-8 and 12-14. Oral testimony relating to the windows is also on the record.

Not a single tenant references the aforementioned evidence in their appeal documents, as required by law. In fact, no tenant even submits any evidence that would support their own allegations; they merely repeat the same meritless conclusions and theories. Many of the appellants simply hand-wrote, "No inspection was done" as the entire basis for their appeal. **The tenants' failure to demonstrate the evidence is fatal, and as a result their challenges are waived at the outset.**

- b. **The evidence on the record is comprehensive and sufficient.**

The Appeal Board's role is simply to examine the evidence and affirm the hearing officer's findings if a reasonable person could have drawn the same factual conclusions. The hearing officer's findings and determinations about the adequacy of the evidence are presumed to be true, and all reasonable doubt is resolved in favor of the hearing officer's determinations. (*Center for Biological Diversity*, 185 Cal.App.4th at 881-882; *Topanga Assn. for a Scenic Community*, 11 Cal. 3d at 514.)

The hearing officer's decision was based on a large volume of evidence submitted and marked at the hearing as Exhibits 1 through 14. The lengthy evidence relating specifically to the window

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

work is described in detail above. All documents submitted are either originals or true copies of the original documents they purport to be, as attested to at the hearing under penalty of perjury, including the city inspection records.

The hearing officer carefully outlined and summarized the evidence and its adequacy in her written decision, along with her findings of fact that the improvements improved the building, were primarily for the benefit of the tenants, and met the requirements of a capital improvement. (See Hearing Decision, pages 2-5.) No one disputes that the work described in the evidence and hearing decision was performed, and specifically that the new windows were installed.

Thus, the decision must be upheld.

c. The arguments in the tenants' appeals were considered and overruled by the hearing officer.

Every argument presented in the tenants' appeals to the petition has already been heard, considered, and ruled on by the hearing officer in the owner's favor. Specifically, on page 4 of the Hearing Decision, the hearing officer goes into detail to document and overrule the tenants' main (and for almost all tenants, only) objection:

"The tenants filed a written objection, arguing that none of them recall an inspector coming to their unit to inspect the windows, therefore, they believe the inspection never took place and the final inspection signoff is not valid. The objection is overruled. The applicable rules of evidence are stated in Government Code Section 11513(c) and a Permit Inspection Record is "the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs". Therefore, **a notation in the Permit Inspection Record indicating that the project passed final inspection is sufficient to prove that a final inspection took place.**" (See Hearing Decision, footnote 14, page 4. Emphasis added.)

Here, the tenants are simply attempting to re-litigate already-failed arguments, which is a decidedly improper abuse of the appeal process. This Appeal Board cannot independently review or substitute its own findings and inferences for those of the hearing officer. (*Kirkorowicz*, 83 Cal. App. 4th at 986.) Its only role is only to look at the existence of evidence, and defer to the hearing officer's judgment for findings and credibility rulings.

In the same vein, two appeals (filed by Melinda Richardson of Unit 110 and David Simmons of Unit 306) repeat a challenge already raised relating to use of the word "carpet" to describe the scope of work in the original petition. Ms. Richardson and Mr. Simmons fail to mention that the owner's amended petition corrected this mistake, and as a result it is irrelevant to the ultimate hearing decision.

These arguments are especially troubling because Mr. Simmons and Ms. Richardson attended the hearing and argued this point about "carpet" to resolution at that time. The tenants were made

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

aware of the amendment and **each acknowledged, on the record, that the amendment fully resolved any issue or misunderstanding regarding use of the word "carpet."** These statements were recorded as part of the official proceeding and made in the presence of the hearing officer. Reasserting failed arguments on appeal without providing any new, different or additional basis plainly lacks merit.

- d. The appeals are frivolous, in bad faith, and solely intended to cause delay, and therefore the owner is entitled to relief under Government Code section 11455.30 and Code of Civil Procedure section 128.5.**

It is unlawful to bring an appeal that is in bad faith, frivolous, or solely intended to cause unnecessary delay. Should this occur, as it has here, "[t]he presiding officer may order a party, the party's attorney or other authorized representative, or both, to pay **reasonable expenses, including attorney's fees**, incurred by another party as a result of bad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay as defined in Section 128.5 of the Code of Civil Procedure." (Gov't Code § 11455.30(a). Emphasis added.)

Code of Civil Procedure section 128.5(b)(1) states that "[a]ctions or tactics" include, but are not limited to, the making or opposing of motions or the filing and service of a complaint, cross-complaint, answer, or other responsive pleading. . ."

Here, the tenant's appeals are based exclusively on objections and grounds that were already ruled upon by the hearing officer, and with full knowledge that the rent increase based on the capital pass-through would be stayed pending appeal. As discussed above, they are merely to re-hash unsuccessful arguments before a fresh set of eyes in hopes of a different outcome. This is never proper grounds for appeal and is, by definition, frivolous.

Even more egregious, the central tenet of the tenants' appeals is the baseless, wholly uninvestigated allegation that the Permit Inspection Record is the product of forgery or fraud.

These are very serious, defamatory statements, yet the tenants present no basis or evidence to support them. Simply because the tenants do not remember the inspection or have proof that the owner/inspector requested to enter their apartments is irrelevant. The tenants cannot possibly presume to know or be informed of every single decision, happening, or occurrence at the 396 Bellevue Avenue. With minimal effort, any tenant could have obtained a copy of the official record in evidence directly from the city. Rather than doing so, they instead worked in concert to recklessly hurl unsupported allegations in hopes of invalidating an unwanted rent increase by any means possible.

Such knowing, intentional action is malicious and in bad faith; the sole purpose of these appeals is to inflict unnecessary delay in paying the approved rent increase. Accordingly, the owner requests that the Appeal Board award its costs, attorney's fees, and any other relief deemed just and reasonable under Gov. Code section 11455.30 and/or Code of Civil Procedure section 128.5.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

- e. Under the Fourth Amendment's Due Process Clause to the US Constitution, the future rental amounts must be adjusted to account for the owner's losses between petition filing and current, during which time they were denied a fair return.**

It is well established that rent control ordinances are generally constitutional, so long as they are reasonably calculated to avoid excessive rents while also providing owners with a just and fair reasonable return from their property. (*See Fisher v. City of Berkeley* (1984) 37 Cal. 3d 644, judgment aff'd, 475 U.S. 260 (1986).)

The procedural requirements for an owner to adjust rent must not be prohibitively burdensome or entail a "substantially greater incidence and degree of delay than is practically necessary." (*Birkenfeld v. City of Berkeley* (1976) 17 Cal. 3d 129, 169.) An ordinance that provides for procedures that require delays in effectuating rent increases that are longer than practically necessary to achieve the purpose of the ordinance renders the ordinance confiscatory and it is unconstitutional. (*Id.*; *Fisher*, 37 Cal. 3d at 687.)

Therefore, owner's substantive due process is violated when an unreasonable delay occurs in the processing of a rent increase application. (*See Galland v. City of Clovis* (1999) 72 Cal.App.4th 924, 1026-1027.)

The remedy for this type of due process violation is to adjust the tenants' future rent to account for the owner's losses during the time the owner was denied a fair return and while the tenants were benefiting from unconstitutionally low rents while receiving the benefit of the owner's expenditures. (*See Galland*, 72 Cal.App.4th 924 [stating the rent control board's review process was excessively burdensome and expensive, and the property owners' lost rent damages must be paid by the tenants through future rent adjustments; the property owners' substantial loss was due to the rent board's delay in issuing final decisions and preparing administrative records that precluded the parties from obtaining more timely judicial review]; *see also Yee v. Mobilehome Park Rental Review Bd.* (1998) 62 Cal.App.4th 1409 [stating the landlords could recover the lost rents by a request to the rent control board for an adjustment of future rents to reflect past deficiencies]; *Kavanau v. Santa Monica Rent Control Bd.* (1997) 16 Cal.4th 761, 766, 672, cert. den. (U.S. 1998) 118 S.Ct. 856.)

Here, the owner filed the Petition for Capital Improvement Pass-Through on April 23, 2018. The Rent Adjustment Board did not schedule the hearing to occur until October 9, 2019 – 6 months later. They then waited an additional 4 months – to February 8, 2019 - to receive the decision hearing, which did not make the owner's rent increase retroactive to the date of petition. Now, at the time of appeal, it has been almost a year since the petition was filed. The owner has not received an appeal hearing date, but is told it will not occur for several months.

These delays are unreasonable and burdensome; they have caused the owner to be unable earn a fair return on valid expenditures. To date the owner has suffered a direct rental loss of

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

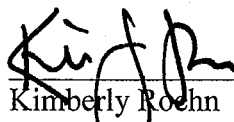
\$23,137.40.³ Pursuant to the above-cited authority, the owner requests the tenants' future rent be increased accordingly to remedy the violation of due process.

IV. CONCLUSION

The Appeal Board must uphold the hearing officer's decision on the owner's Petition for Capital Improvement Pass-Through. The appeals are meritless and improper, and as a result also justify an award of cost and attorney's fees to the owner. Finally, constitutional principles require further adjustment of the future rental amounts to account for the owner's due process violations.

Dated: March 26, 2019

Respectfully submitted,



Kimberly Roehn

Attorney for Owner/Respondent

KINGSTON AVENUE PARTNERS, LLC

³ Over 11 months (April 23, 2018 – March 26, 2019), the allowable increases under the hearing decision are: \$83.53 (applied to 22 units equals \$20,698.26), \$71.01 (applied to 2 units equals \$1,562.22), and \$19.93 (applied to 4 units equals \$876.92). Total: \$23,137.40.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

Case Name: Kingston Avenue Partners v. Tenants

Case No.: L18-0086

PROOF OF SERVICE

I am at least 18 years of age and not a party to the underlying action.

I am a resident of and/or employed in Alameda County, California. My business address is:
1954 Mountain Blvd., #13125, Oakland, CA 94611.

I certify that on March 26, 2019, I did serve a copy of the following documents:

- **Owner Response to Tenant Appeal (Case No. L18-0086, Kingston Ave. Partners v. Tenants)**

on the following person(s): see below.

Service was made by placing a true copy of the above-described document(s) in a sealed envelope with first class postage fully prepaid in the United States Mail at Oakland, California and addressed as follows:

Julie Goldstein
Eric Goodman
396 Bellevue Ave., Unit 104
Oakland, CA 94610

Krisanne Combs
396 Bellevue Ave., Unit 203
Oakland, CA 94610

Robert Suhr
396 Bellevue Ave., Unit 305
Oakland, CA 94610

Leslie Calhoun
396 Bellevue Ave., Unit 105
Oakland, CA 94610

Frayda Garfinkle
396 Bellevue Ave., Unit 206
Oakland, CA 94610

David Simmons
396 Bellevue Ave., Unit 306
Oakland, CA 94610

Harold Soloman
Ken Soloman
396 Bellevue Ave., Unit 106
Oakland, CA 94610

Jenny McKeel
396 Bellevue Ave., Unit 208
Oakland, CA 94610

John Rogers
396 Bellevue Ave., Unit 307
Oakland, CA 94610

Carmen Castro-Rojas
396 Bellevue Ave., Unit 107
Oakland, CA 94610

Angelique Tremble
396 Bellevue Ave., Unit 209
Oakland, CA 94610

Susan Reynolds
396 Bellevue Ave., Unit 308
Oakland, CA 94610

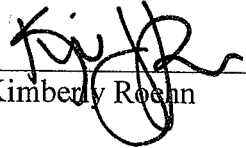
Melinda Richardson
396 Bellevue Ave., Unit 110
Oakland, CA 94610

Michele Kappel-Stone
Matt Stone
396 Bellevue Ave., Unit 301
Oakland, CA 94610

Zach B. Biskup
Jade L. McCauley
396 Bellevue Ave., Unit 309
Oakland, CA 94610

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct, and that this Proof of Service was executed on the date shown below at Oakland, California.

Signed: _____


Kimberly Roehn

Dated: _____

3/26/19

* The signature line of the mailed copy will be blank. A copy will be signed after mailing and filed.

CHRONOLOGICAL CASE REPORT

Case No.: L18-0035

Case Name: Lew v. Tenants


Property Address: 335 49th Street, Rear Unit, Oakland, CA

Parties: Tom Kumamoto (Tenant)
Clara Chow (Tenant)
James Vann (Tenant Representative)
Debra Lew (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	January 23, 2018
Tenant Response filed	May 4, 2018
Hearing Decision mailed	December 19, 2018
Tenant Appeal filed	January 8, 2019
Owner filed response to Tenant Appeal	January 28, 2019

48-0035 PC/LM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp.
	<u>PROPERTY OWNER</u> <u>PETITION FOR</u> <u>APPROVAL OF RENT</u> <u>INCREASE</u>	

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach copies of the documents that support your petition. Before completing this petition, please read the Rent Adjustment Ordinance (Oakland Municipal Code 8.22), sections 8.22.010 through 8.22.190, and the Rent Adjustment Program Regulations.

Your Name Debra Law	Complete Address (with zip code) 40 David Golden 22 Battery ST, Suite 800 San Francisco CA 94111	Daytime Telephone: (415) 722 7527 E-mail:
Your Representative's Name (if any) David Golden	Complete Address (with zip code) David Golden 22 Battery ST, Suite 800 San Francisco CA 94111	Daytime Telephone: (415) 399 9994 E-mail:
Property Address (If the property has more than one address, list all addresses) 335 4th Street Oakland CA 94609		

Total number of units on property: Four

Date on which you acquired the building: 12/18/2013

Type of units (circle one) House Condominium Apartment, Room, or Live-Work

Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
On what date was the RAP Notice first given?	Prior owner 10 years; I personally served on 12/20/2013	
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	<input checked="" type="radio"/> Yes see Exhibit A	<input type="radio"/> No
Oakland Business License number.	00161772	

<p>Have you paid the Rent Adjustment Program Service Fee (\$68 per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.) Note: If RAP fee is paid on time, the property owner may charge the tenant one-half of the \$68 per-unit RAP Service fee (\$34).</p>	<p>Yes</p>	<p>No</p>
<p>Use the table on the next page to list each tenant who is affected by this petition.</p>		

REASON(S) FOR PETITION.

Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.

You must attach organized documentation clearly showing the rent increase justification(s) and detailing the calculations to which the documentation pertains. All documents submitted to the Rent Adjustment Program become permanent additions to the file. (Regs. 8.22.090.C)

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by (check all that apply):

- Banking (Reg. App. 10.5)
- Capital Improvements (Reg. App. 10.2)
- Fair return (Reg. App. 10.6)
- Increased Housing Service Costs (Reg. App. 10.1)
- Uninsured Repair Costs (Reg. App. 10.3)

Have you ever filed a petition for this property?

- Yes
- No

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

LT. 194

List each tenant and requested information for each unit affected by this petition. Increases based on increased housing service costs and fair return affect all of the units on the property. Attach additional sheets if necessary.

Address	Unit #	Tenant Name(s)	Phone	E-mail	Current Rent
335 49th St, Near Oakland, CA 94609	Near	Clara Chow Thomas Kumamoto			1463.49 *
		* 3/22/16	ORDER after demand - effective 10/1/2014 Base Rent - 1720.27 plus		
		3/30/16 10/18/17	Cap Improvement 205.67 = 1425.94 Corrected Decision - affirmed 7/30/17 (final effective 11/1/2015)		
			Base rent 1720.27 + 37.55 (11/15/17) + Cap Improvement - 205.55 = 1463.49		

Capital Improvements: Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement spread out over an amortization period as set forth in the Amortization Schedule below. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

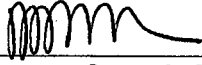
- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 1, 2017, improvements will be amortized over five years unless the increase causes a rent increase over 10 percent in one year or 30 percent in five years, in which case the amortization period will be extended until the rent increase is smaller than 10 percent in one year or 30 percent in five years.

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
(N/A)			
SUBTOTAL:			

Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
shower valve + pipe replacement	2,215 ⁰⁰	7/1/16	7/20/16 (+ 9/30/16)	1
sink faucet + toilet replacement	460 ⁰⁰	12/5/16	12/16/2016	1
				1
SUBTOTAL:	2,675 ⁰⁰			

Verification (Each petitioner must sign this section):

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



Owner's Signature

8/24/2013
Date

Owner's Signature

Date

File Review

Your tenant(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. **You will be sent a copy of the Tenant's Response. Copies of attachments submitted with the Response form are not sent, out, but can be reviewed in person at the Rent Adjustment Program office by calling (510) 238-3721 to schedule a file review.** When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files.

Mediation Program

If you are interested in submitting your dispute to mediation, please read the following information carefully. To request mediation, all petitioners must sign the form that follows. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both you and your tenant(s) agree and after both a petition and a response have been filed with the Rent Adjustment Program. You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided by a Hearing Officer other than your mediator.

IF YOU WANT TO SUBMIT YOUR CASE TO MEDIATION, PLEASE CHECK THE APPROPRIATE BOX AND SIGN.

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

I agree to have my case mediated by an outside mediator (fees to be paid by the parties).

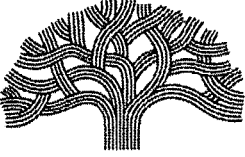
Owner's Signature (for mediation request)

Date

Owner's Signature (for mediation request)

Date

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2018 MAY -4 PM 1:12

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. TENANT RESPONSE
	CASE NUMBER: L18-0035	

Please fill out this form as completely as you can. Failure to provide needed information may result in your response being rejected or delayed.

Your Name Clara Chow Tom Kumamoto	Complete Address (with Zip Code) 335 49th street Rear House Oakland, CA 94609	Telephone: 510-597-1689 Email: clarahkchow@yahoo.com
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 wayne ave Oakland, ca 94606	Telephone 510-7630142 Email: jamesevann@aol.com

Are you current on your rent? Yes 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.)

What are your reasons for contesting the proposed rent increase or exemption? Attached additional sheets if necessary. If you are contesting a petition that includes a banking increase, you must complete rental history on the next page. For decreased housing services, you need to file a separate tenant petition.

*Pls. See Attached.
pages 1-7, and Exhibit A.
A TOTAL OF 10 PAGES.*

Rental History

Date you moved into this unit: November 1, 1998

Initial rent: \$850

RECEIVED
2018 MAY -4 PM 1:13

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

Yes

No

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM (RAP Notice) at any time during your tenancy in this unit?

Yes

No

Please list the date you first received the RAP Notice. MAY, 2009

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased From	Rent Increased To
(A) 10-1-2014	10-1-2014	\$ 1220-27	\$ 1425.94
(B) 10-1-2015	11-1-2015	\$ 1425-94	\$ 1463.49
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Capital Imp.
CPI

(A) Ref. T 14-0380 (B) REF. T 15-0617

Verification

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

[Signature]

Tenant's Signature

[Signature]

Tenant's Signature

May 4, 2018

Date

5/4/18

Date

335-49th Street, Rear Unit, Oakland, Ca 94609

Bathtub faucet leak timeline

RECEIVED
RENTAL SERVICE DEPARTMENT
2016 JUN -4 PM 1:13

LL – Landlord , Gustavo (Handyman), Scepter (Mr. Cho, owner , Mr. Han , manager)

We are contesting the petition for the pass through of capital improvements to us as tenants. The plumbing issue was originated from a bathtub faucet leak that was not properly repaired since April 2016. The faucet was not in proper working order from April through end of June 2016.

For reasons unbeknownst to us, landlord had denied the purchase of necessary parts to complete the repairs, as confirmed by her handyman Gustavo Guerrero. When Scepter took over the repairs in June 2016, a new set of plumbing issues appeared. The cost of \$2215.18 for shower valve and pipe replacement was due to the numerous failed attempts to remedy the water leak, stemming from 2 areas.

First, 6/17/18 service call by Scepter, water continued to drip from the shower/tub diverter when shower is turned on. Second, water continues to leak steadily from tub spout even after the water is completely shut off.

4/13/16 Inform LL (landlord) bathtub faucet is leaking and water dripping into tub

4/14/16 LL confirm receipt of maintenance request via email

4/18/16 Handyman Gustavo came over 4/18 (Monday afternoon) to inspect leak. Gustavo took pix for LL.

4/20/16 Over the weekend the leak became rapid. As of 4/20, no repair had been done. Two emails were sent to LL 4/20 822am, 944am to report repair status. Informed LL, there is warm water in the bucket which meant that hot water is leaking along with cold water. Informed LL that we were concerned about water bills (drought) and gas bill (water heater).

4/21/16 Gustavo came and replaced the washer. This stopped the leak but he told me it would only be a **temporary fix**. The three water valves became stiff and difficult to operate. Gustavo told me he was able to find the **core- stem** (Exhibit A shows the old worn core stem) to complete the repairs. He told me to be patient for the special order would take 10 days to arrive. He needs LL to approve the purchase.

5/2016 It was becoming more difficult to turn the water valves. Both of my hands were in pain. Upon closer look the valves were not replaced back in their original position , when the new washers were replaced on 4/21/16 by handyman.

The cold water valve had been placed in the hot water position. The hot water valve placed in the diverter spot (mid position) and the diverter valve placed in cold water position.

6/13/16 Informed LL of the three water valves placement errors, difficulty in operating valves due to tightness, noticed water began to leak from shower/tub diverter spout when shower is in use.

6/2016 I contacted Gustavo to follow up with the special order for the repair. He told me LL had denied the purchase. We asked LL why purchase was denied, none given. LL informed Gustavo his services were no longer required.

6/17/16 Scepter service call @220pm. LL present. My neighbor Pat K. present as witness. Mr. Cho re-arranged the 3 valves into its proper position. However, water continued to leak from shower/tub diverter spout while shower was on. Mr. Cho left @245pm. He said he will return to replace gasket and seals to stop the leak. He had to rush to a jobsite in El Cerrito. Water continues to drip as my neighbor left @315pm.

6/23/16 Scepter service call @2pm. Mr. Cho replaced gasket and seal. At 2:30pm, Cho asked me to test shower. I turned on shower and water continued to leak steadily from tub/shower diverter spout.

Mr. Cho said " Just a little bit of water, it's OK "

I replied " It is not OK, it is not fixed.

I shut off the water. Water continued to leak steadily from the lower tub spout. Cho told me the leak would stop in 5 minutes as he left my home. The leak did not stop after 5 minutes . The leak continues.....as I first reported in April 2016.

At the end of service call, another plumbing issue occurred. Water leaked continuously, nonstop , even after I shut off the water. Gustavo was correct, the washer was only a temporary fix.

6/23/16 Filed complaint with City of Oakland, reported bathtub faucet leak since April 2016. (Case ID 1602306)

6/24/16 Emailed LL a summary of service call by Mr. Cho. Email stated water continued to leak after water is shut off at the faucet. Water continued to leak from lower tub spout as shower is turned on. Informed LL in person as she was here with Pribuss Engineering @1125am and showed LL the faucet leak per her request. Quick calculation would yield a total of 21 hours water leaks (starting from 6/23/16 @3pm thru. 6/24/16 Noon). Witness by Tom Kumamoto.

6/24/16 Mr. Han(Scepter) submitted **inaccurate** repair status to LL and tenants. Scepter claimed both plumbing issues were fixed by Mr. Cho on 6/23/16. In fact, both issues remained unresolved .

Issue 1 not fixed :

The faucet continues to LEAK after water is shut off, it did not stop after 5 minutes as advised by Scepter. The leak continued for another 20 hours as we collected the water in a bucket. The faucet shows a steady leak, just as i first reported back in April 2016.

Issue 2 not fixed: While shower is on, water continues to leak from the shower/tub diversion spout.

6/28/16 City inspector Mr. Benson Wan came to inspect the bathtub leak. He asked me for LL contact phone number. He said he would advise her to do the repairs .

6/28/16 Emailed Mr. Han(Scepter) to address concerns with his inaccurate report. Mr. Han was not present during the two service calls in June. I emailed LL and stated clearly the repairs had not resolved the tub/shower diversion problem. In addition,

Scepter had created a new plumbing issue as water continued to leak from the lower tub spout even after water is shut off.

Instead of addressing the several failed attempts for the repair. Scepter then proposed to tear down the shower wall to remedy the problem that they had created. We as tenants are not responsible for failed repairs performed by contractors. Mr. Han informed us on 6/24/16 the additional plumbing work will be completed in one day. In fact, due to errors and miscalculations by Scepter (email 7/6/16), the plumbing work took 3 weeks from start to completion (June 30 – July 22, 2016)

The sink faucet and toilet replacement at a total cost of \$460 was done due to owner's obligation to be code complaint as communicated in her email dated 10/22/2016. We are uncertain as to whether this qualified as a capital improvement, please advise.

Note on owner's petition :


Plumbing repairs were completed on July 22,2016, Not July 1, as stated in Petition.

Case #s reference : T14-0380, T15-0617

Thank you for your attention in this matter,

Best Regards,

Ms. Clara Chow

 MAY. 4, 2018.

From: Clara Chow
06/27/16 @11:04am
Ms. Lew,

Not so fast on your ram rod of Majestic Scepter construction on us.
Concerning the bathtub faucet report submitted to you by Majestic Scepter. What is a 5 minute drip?

Let's put the time frame in perspective. Mr. Cho had shown up at ~2pm to replace the gasket and seal during his service call on 6/23/16. At ~2:30pm, he asked me to test the shower. I turned on the shower as instructed. Unfortunately, a steady stream of water continues to flow from the lower tub spout when the shower is in use. Therefore, the problem was not repaired as inaccurately reported by Scepter Co.

Mr. Cho said to me " just a little bit of water, it's ok ".
I told him, " It is not OK, it is not fixed. "

As i turned off the shower and shut off the water. I noticed water continues to leak/drip from the lower tub spout. He then told me the drip/leak would stop in 5 minutes as he left my home shortly after. He said " I have to go now. "

I then placed a bucket underneath the bathtub faucet to collect the water. A quick calculation would yield a total of 21 hours (starting from 6/23/16 @3pm til 6/24/16 @ noon).

I emailed you(6/24/16 am) a summary of the service call performed by Mr. Cho (Scepter) and informed you in person during the first am visit with plumbing contractor (Pribuss Engineering) @11:25am on 6/24/16(Friday) where I had shown you the drip/leak as you requested. I hope you have read my email summary documenting the service call performed by Scepter on 6/23/16. A copy of the mail had been forwarded to you now for ease of reference. I stated clearly the service call had not resolved the tub/shower diversion problem. In addition, Scepter had created a new plumbing issue, water continues to drip/leak from the lower tub spout for hours as water is turned off. Scepter now wants to tear up the shower wall to fix the problem that they had created.

This makes absolutely no sense to me. There were no leak/drip from the lower tub spout once water is turned off, repair was made by your handyman (Gustavo) back in April .

In summary, we do not agree with the report written by Majestic Scepter. To be clear, the bathtub faucet drip/leak had only returned after the 6/23/16 service call from Scepter Co.

As you had mentioned to me on 6/24/16, as witnessed by Pribuss Engineering and my husband, it's time "to send a plumber" to make a correct assessment and do the proper repairs. We believe you made this statement "to send a plumber" because you realized Majestic Scepter is a ROOFING company and not a plumbing company. We do have mutual agreement on this. You should send a "plumber" and not a "roofing company".

You had a "plumber" in Pribuss Engineering in attendance when you made the statement "to send a plumber". Why did you not ask Pribuss Engineering, who are plumbers, for an opinion and estimate? Later, at~1pm, you could have asked Repiping Specialist for an opinion. Instead, you when right back to Majestic Scepter who are not plumbers.

I thought you wanted to be reasonable? You said so in multiple emails. Instead, you continue to ram rod construction on us to increase our rent. If you want to be reasonable, we should discuss if tearing down the bathroom wall is absolutely necessary OR perhaps finding an experienced and qualified Plumber for an accurate assessment OR authorize Gustavo to purchase the parts as he needed to make the repair in the first place back in April 2016.

We have been very patient and cooperative for this maintenance request. Gustavo went to two different hardware stores ,was able t to find the compatible faucet fixture to make the repair, the special order would take approx. 10 days,(back in April 2016) however, I had not heard back from you for Gustavo's return. I then found out you had not authorized Gustavo to make the purchase for the necessary parts to complete the repair for reasons unbeknownst to us. What could have been a simple repair has now turned into Majestic Scepter submitting false reports, four separate service calls and counting, many emails, and our bathtub faucet is STILL NOT WORKING PROPERLY.

We find it interesting how you tell Majestic Scepter to proceed with an "upgrade" without discussing with us as we believe it is a "repair". We find it interesting because an "upgrade", as you know, could be charged to us through capital improvements, whereas, a "repair" would be considered as regular maintenance.

Bathtub faucet repair issues still un-resolved as of today

RECEIVED
CITY OF HAYWARD
NEWT ARBITRATION PROGRAM
2018 MAY -4 PM 1:3

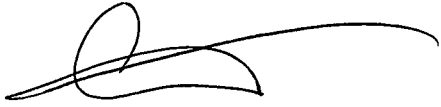
1. Tub/shower water diversion had not worked properly since 6/13/16. A steady 3 stream of water flows from the lower tub spout when the shower is in use.
2. Water drips/leaks from lower water spout after water is turned off. Water continues to drip/leaks for hours, as documented in our records. This is a new problem that was caused by Majestic Scepter when they attempted to fix the diversion problem on 6/23/16 ~2:30pm. It is Majestic Scepter that caused this problem.

Please send for a qualified PLUMBER . I can let the plumber in my home once we have a mutually agreed upon time and date.

Thank you for your attention in this matter.

Love life

Ms. Chow
510-597-1689



May 4, 2018.

End of Attachment 7/7

and

Exhibit A attached.

WORN ONE

APR 20 1976

STANFORD
UNIVERSITY
APR 20 1976
PM 1:13

Exhibit A

L18-0035



CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

DECISION SUMMARY

CASE NUMBER: L18-0035, Lew v. Tenants
PROPERTY ADDRESS: 335 49th St., Rear Unit, Oakland, CA
DATE OF HEARING: July 11, 2018
DATE OF DECISION: December 10, 2018

1. The Owner Petition for Approval of Rent Increase L18-0035 is granted.
2. The maximum approved amount per month for an increase based on the capital improvements for Tenant's Unit is \$31.21 for an amortization period of five (5) years.
3. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a *RAP Notice*, and this *Decision Summary*. If the rent increase notice is served by mail, it will be effective thirty-five (35) days after the service.
4. The rent increase will expire at the end of the amortization period, which is five (5) years.

Dated: December 10, 2018

Linda M. Moroz
Hearing Officer, Rent Adjustment Program



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L18-0035, Lew v. Tenants
PROPERTY ADDRESS: 335 49th Street, Rear Unit, Oakland, CA
DATE OF HEARING: July 11, 2018
DATE OF DECISION: December 10, 2018
APPEARANCES: Tom Kumamoto, Tenant
Clara Chow, Tenant
James Vann, Tenant Representative
Debra Lew, Owner

SUMMARY OF DECISION

The owner's petition is granted.

CONTENTIONS OF THE PARTIES

On January 23, 2018, the owner filed a Property Owner Petition for Approval of Rent Increase based on unit specific capital improvements to the Rear Unit in the subject property.

Tenants Clara Chow and Tom Kumamoto filed a timely response contesting the capital improvements rent increase.

THE ISSUE

Is the rent increase justified by Capital Improvement costs and, if so, in what amount?

000203

EVIDENCE

Background

The tenants moved into their Unit on November 1, 1998, at an initial monthly rent of \$850.00. They stated on their petition that they received the first notice of the Rent Adjustment Program (RAP Notice) in May of 2009. The current owner acquired the subject property on December 18, 2013, and served the tenants with another RAP Notice on December 20, 2013. This evidence was not disputed.

The tenants' current monthly base rent is \$1,257.82, as of November 1, 2015, plus a prior Capital improvements pass through of \$205.67, which totals \$1,463.49.

Scope and Cost of the Project

The owner testified that she replaced the bathroom shower valve unit and existing water pipe from the valve leading to the shower head. She testified that the fixtures in the unit were old and were not water conservative fixtures. In addition, the tenants complained about a drip in the shower faucet, which was repaired. She was advised by the contractor that a simple repair of the shower fixture would not resolve the issue and the fixtures needed to be replaced. This work involved breaking wall tiles, upgrading pipes and the valve unit, and installing new water conservative bath/shower fixtures pursuant to the water conservation requirements in Senate Bill 407. During this process the toilet and bathroom sink faucet were also replaced. The permit was issued on June 29, 2016, and finalized on July 11, 2016. The permit fee was \$485.18.

The owner hired plumbing contractor, Majestic Sceptor Company. The shower fixture and valve replacement project was completed and paid for in July and September of 2016 and cost \$1,730.00. The new water-saving toilet and new bathroom sink faucet were also replaced in December of 2016 to comply with the water conservation requirements in Senate Bill 407 and cost \$460.00.

The owner submitted the following documents in support of her petition:

1. A City of Oakland permit issued 6/29/2016, showing the final date of 7/11/16, with the cost of the permit transaction record for \$485.18.¹
2. Copies of two invoices from Majestic Sceptor Company, dated June 24, 2016, and June 30, 2016, for the installation of new shower fixtures, valve unit, copper pipes, wall tiles, new tub faucet and shower head, sheetrock, and interior paint for a cost of \$850.00 and \$880.00 each.²

¹ Exhibit A

² Exhibit B

3. A Check No. 205, paid to Majestic Scepter Company, dated July 20, 2016, in the total amount of \$1,720.00.³
4. A Check No. 212, paid to Majestic Scepter Company, dated September 30, 2016, for \$10.00.⁴
5. An invoice from Majestic Scepter Company, dated December 5, 2016, for the replacement of the water-conservation toilet and sink faucet showing the amount of \$280.00 for the toilet and \$180.00 for the faucet. The owner testified the total invoice is for \$790.00 because there are other items listed on the invoice as the contractor did additional work but she is only passing the cost of the toilet and sink faucet at a total cost of \$460.00.⁵
6. A Check No. 218, paid to Majestic Scepter Company dated December 16, 2016, in the total amount of \$790.00.⁶

The entire project cost \$2,675.18.

The tenants testified that the fixtures were old, the bathtub faucets were difficult to turn and dripped on and off. The owner repaired the drips in the shower before replacing the entire piping, fixture and a valve. The owner reiterated that the fixtures needed to be upgraded to comply with the water conservation requirements of Senate Bill 407. She also testified that tenants in other units complained about similar issues with their shower fixtures, and those fixtures were unsuccessful, the fixtures in those units were also replaced. Based on this history and the advice of her contractor, the owner believes that the bathroom fixture replacement was necessary.

There was no evidence of deferred maintenance or that the project was performed to correct a Priority 1 or 2 condition per City Building Services Inspector. There was no evidence of a code violation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvements

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.⁷ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.⁸

³ Exhibit C

⁴ Exhibit D

⁵ Exhibit E

⁶ Exhibit F

⁷ O.M.C. Section 8.22.070(C)

⁸ Regulations Appendix, Section 10.2.2(5)

Seventy percent (70%) of the total cost for the capital Improvement may be passed through to the tenants.⁹ For projects completed prior to February 1, 2017, the items defined as capital improvements will be given a useful life period of five (5) years or sixty (60) months and the total cost shall be amortized over that time period, unless the rent increase using this amortization would exceed ten percent (10%) of the existing rent for a particular unit.¹⁰ The dollar amount of the capital improvement rent increase shall be removed from the rent at the end of the amortization period.¹¹

The project qualifies as a capital improvement because it benefits the tenants and complies with the new building codes. The pipe, valve and fixture/faucet upgrades make the unit more energy efficient for the tenants.

Calculation of Capital Improvement Pass-through per Tenant's Unit

The project was completed in December of 2016 and the owner submitted proof of payments in the form of invoices and cancelled checks for a total of \$2,675.18. Therefore, the owner is entitled to a capital improvement pass-through of 70% of the cost of this project, which is \$1,872.62. The cost per tenant's unit amortized over 60 months is \$31.21 (1,872.62 divided by 60).

ORDER

1. Owner Petition L18-0035 is granted.
2. The maximum approved amount for tenant's unit for an increase based on the capital improvements is \$31.21 for an amortization period of sixty (60) months.
3. The rent increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a RAP Notice, and the attached Decision Summary. If the rent increase notice is served by mail, it will be effective thirty-five (35) days after the service.

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, 2018



Linda M. Moroz, Hearing Officer
Rent Adjustment Program

⁹ Regulations, Appendix A, Section 10.2.3 (3)(a)

¹⁰ Regulations, Appendix A §10.2.3 (2)

¹¹ Regulations Appendix, Section 10.2.3(2)

PROOF OF SERVICE

Case Number L18-0035

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

Documents Included

Notice of Hearing

Owner

Debra Lew
22 Battery Street Suite 800
San Francisco, CA 94111

Owner Representative

David Golden
22 Battery Street Suite 800
San Francisco, CA 94111

Tenant

Clara Chow
335 49th Street Rear Unit
Oakland, CA 94609

Tenant

Thomas Kvmamoto
335 49th Street Rear Unit
Oakland, CA 94609

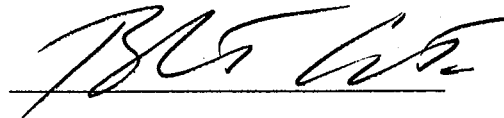
Tenant Representative

James Vann
251 Wayne Avenue
Oakland, CA 94606

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

000207

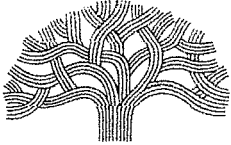
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 19, 2018 in Oakland, CA.

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

Roberto F. Costa

Oakland Rent Adjustment Program

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 JAN -8 PM 3:58

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

Appellant's Name Clara Chow & Tom Kumamoto		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 335-49th St., Rear House, Oakland, Ca 94609			
Appellant's Mailing Address (For receipt of notices) 335-49th St., Rear House Oakland, Ca 94609		Case Number L18-0035	Date of Decision appealed Jan. 8 2019
Name of Representative (if any) James E Vann		Representative's Mailing Address (For notices) 251 Wayne Ave. Oakland, Ca 94609	

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.) T14-0380
 - 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.


2019 JAN -8 PM 3:58
 CITY OF SAN FRANCISCO
 RENT ADJUSTMENT PROGRAM

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

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

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

Name	Debra Lew
Address	22 Battery Street, Ste 800
City, State Zip	San Francisco, Ca 94111
Name	David Gdden
Address	22 Battery Street, Ste 800
City, State Zip	San Francisco, Ca 94111

	Jan 8, 2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 JAN -8 PM 3:58

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.

2019 JAN -8 PM 4:00

We are writing to appeal the hearing decision case # L18-0035 (Lew v. Tenants), dated 12/10/2018.

Tenants (Chow and Kumamoto)

There are clear discrepancies between findings of fact and documentary evidence in the record L18-0035.

1. False statement in Hearing Decision (pg 3)

“ The owner repaired the drips in the shower before replacing the entire piping, fixture and a valve “

FACT: The owner did not complete the repair BEFORE replacing the piping , fixture and valve. The shower faucet had been leaking periodically from 4/13/16 through 6/30/16 (the first day of pipe, fixture and valve replacement)

EVIDENCE: We submitted photographs, videos of faucet leak, timelines of failed repairs from 4/21/16 – 6/30/16. All evidence were submitted before the hearing for a complete and thorough review.

2. False statement in Hearing Decision (pg 2)

“ In addition, the tenants complained about a drip in the shower faucet, which was repaired.”

FACT: The shower faucet continued to leak through 6/30/16.

Majestic Scepter (contractor) failed to repair the leaks on 2 separate visits, 6/17 and 6/23/16.

EVIDENCE: Tenant filed complaint with City of Oakland (Case ID 1602306) on 6/23/16. The complaint was to report an ongoing leak since April 2016, the tenant paid for excess water usage due to the leaks for over two months.

On 6/28/16, City Inspector Benson Wan came to inspect shower faucet and witnessed the ongoing leak. He spoke with owner on the phone and advised her to complete repairs.

3. Misleading: "The tenants testified that the fixtures were old, the bathtub faucets were difficult to turn and dripped on and off." (Pg 3)

FACT: The statement was taken out of context. The turning of the faucets was not a problem until after an error was made during the repair on 4/21/16. The handyman replaced the washer for a temporary fix. The three valves became very stiff and difficult to turn right after the repair. The valves were not installed in their proper designated position after the new washers were replaced. That was the real cause of the stiffness and difficulty in turning.

EVIDENCE: Tenant submitted photographs of the faulty repair on 4/21/16. Owner, contractor and neighbor P. Kaplan witnessed the error on 6/17/16 in our unit. The photographs shown the 3 valves were not placed in their original designated position.

The cold water valve had been placed in the hot water position. The hot water valve placed in diverter spot (middle position), the diverter valve placed in cold water position.

4. **FACT:** Decision is inconsistent with decisions issued by other hearing officers.

Evidence: Case T14-0380; Chow V. Lew (Rear House)

Pg 17 Corrected Hearing Decision 4/8/2015

“Work in Rear House Kitchen: However, the owner also did work related to repairing an ongoing leak in the tenant’s kitchen that caused water damage to the plywood. These are deferred maintenance costs that should have taken care of by the prior owners. The tenant credibly testified that this kitchen leak was episodic and was known by the prior owners.”

The hearing officer ruled the ongoing leak in the kitchen sink was part of deferred maintenance. The cost of the sink and faucet was not allowed and not passed through to tenant.

In case L18-0035, we have the same issue as T14-0380. The shower faucet leak had been episodic , from April 2016 through end of June 2016.

We don't understand why our testimony and evidence was not mentioned or included in the hearing decision. Both tenants and owner attended the hearing on July 11, 2016, which lasted over a hour.

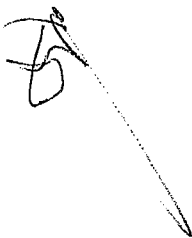

We presented timelines, photographs and videos to support our case.

To further support the case, we contacted City of Oakland for an inspection. Mr. Benson Wan witnessed the leak on 6/28/16, he spoke on the phone with owner the same day. The last repair was attempted on 6/23/16, it failed and faucet continued to leak, as witnessed by City of Oakland on 6/28/16.

In Summary, We have provided important and relevant evidence in written and visual forms to justify our tenant response, and this appeal letter. We believe the ongoing leak was due to deferred maintenance. An error was made during the first repair on 4/21/16. Two other attempts were made in June 2016, both failed. Up to the day of the piping , faucet valve replacement, our shower faucet continued to leak on 6/30/16.

We want to make sure that our facts and evidence are heard through the appeal process. Thank you for your time and review of the appeal,

Sincerely,



Jan. 8, 2019

**LEW'S RESPONSE TO TENANTS' UNTIMELY APPEAL
(L18-00365)**

Owner and Petitioner Debra Lew ("Owner") submitted her Petition seeking a capital improvement pass-through for work involving the installation of water conservative appliances based upon California's new law, Senate Bill 407. The capital improvements were approved in the Decision served on December 19, 2018. Tenants and Appellants Chow and Kumamoto filed an appeal on January 8, 2019. The Owner responds to the appeal as follows:

**I. INVALID SERVICE RENDERS APPEAL UNTIMELY
AND CASE SHOULD DISMISSED AS VOID.**

On **January 8, 2019**, Tenants filed their Appeal on the last possible day (15 days after the December 19, 2018 service of the Decision). The Proof of Service states they served (past tense) their Appeal on **January 12, 2019**. A careful examination of the envelopes which included the Appeal shows a **post-marked WED 23 JAN 2019**. This Notice of Appeal arrived at the Owner and her attorney's address on **Friday, January 25, 2019**.

The proof of service section on the Appeal states:

***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 1/12/2019**, I PLACED (*emphasis added*) a copy of this form and all attach pages in the United State mail... 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:

...

[Signed: /Clara Chow / Tom Kumamoto/]

1 Re: LEW v. CHOW/KUMAMOTO (RAP Case No. L18-0035)
LEW'S RESPONSE TO TENANTS' UNTIMELY APPEAL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JAN 28 PM 1:09

No proof of service can be signed for a date in the future. The Notice of Appeal must be served on the same date as the filing of the Notice in order to be validly filed.¹ The deadline to file and serve the Appeal was January 8, 2019. Service of the Notice of Appeal 4 days (using the 1/12/2019 date on the proof) or 15 days (using the Wed 1/23/2019 date on the post-mark) after the filing constitutes an untimely Appeal. Both service and filing are required to be accomplished before the deadline to appeal of January 8, 2019.

Owner Lew has been prejudiced by this tactical delay in mailing. All other proof of services even in an administrative procedural setting, require service to be effectuated by non-parties over 18 years old, specifying the place of mailing, to be valid. Because the service and filing were untimely, the Rent Adjustment Board has no jurisdiction to hear this case.

The only issue that should be before this Board is whether it has the jurisdiction to hear the Appeal. Jurisdiction cannot be waived.

Without waiving her assertion that this Board has no jurisdiction, Owner Lew responds as follow:

I. THE EVIDENCE SUBSTANTIALLY SUPPORTS THE DECISION

¹ See CCP sections 1013, 1013A, and CCP 1005. Govt C sections 11370.5(b), 1144.20 . California Code of Regs section 1008. California Rule of Court 8.817(a)(1): Before filing any document, a party must serve, by any method permitted by the Code of Civil Procedure, one copy of the document on the ... and on any other person or entity when required by statute or rule.

² Re: LEW v. CHOW/KUMAMOTO (RAP Case No. L18-0035)
LEW'S RESPONSE TO TENANTS' UNTIMELY APPEAL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT BOARD
2019 JAN 28 PM 1:10

**A. THE EVIDENCE SUPPORTS THE FINDING THAT THE
(1) OWNER REPAIRED DRIPS IN SHOWER BEFORE
REPLACEMENT AND
(2) THE DRIP IN THE SHOWER FAUCET WAS REPAIRED.**

Tenant herself testified that she emailed Owner of the leak in April and that “Competent handyman Gustavo inspected the leak, took photos, and came back with washer and *the leak did stop* but handles were difficult to turn.” (27:47). After handyman Gustavo repaired the leak, there was no complaint until two months later. This was a different complaint and leak. Lew testified that she chose to replace the shower fixture with the single handle valve in compliance with Senate Bill 407 requiring water conservative appliances for multi-units prior to January 1, 2019 and that building code required upgrades, including a single valve for bath faucet. She argued then and now that any repair issue is irrelevant.

Tenant also misstates the evidence. While she states in her Appeal that she complained to the City of “an ongoing leak since April 2016... and that Benson Wong spoke to Ms. Lew the same day” such was not the case nor the evidence. The undisputed evidence on the record was the City Inspector found no code violation upon inspection of the shower faucet. There was no evidence that Mr. Wong ever told her to complete the repairs. This evidence did not come up and would be inadmissible hearsay (as well as disputed by Ms. Lew).

**B. THE EVIDENCE SUPPORTS THE FINDING THAT
(3) “THE FIXTURES WERE OLD, THE BATHTUB FAUCET WERE
DIFFICULT TO TURN AND DRIPPED ON AND OFF”**

3 Re: LEW v. CHOW/KUMAMOTO (RAP Case No. L18-0035)
LEW’S RESPONSE TO TENANTS’ UNTIMELY APPEAL

2019 JAN 28 PM 1:10

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

000219

This statement represents Tenant's verbatim testimony that "Competent handyman Gustavo inspected the leak, took photos, and came back with washer and *the leak did stop* but handles were difficult to turn." (27:47).

The repairs were effectuated but another problem arose. But the focus and evidence was not the repairs but that the replacement was required by SB 407 and building codes anyway. The Owner testified that SB 407 specifically mandates that noncompliant water fixtures must be water conservative by January 1, 2019 in multi-unit buildings. In light of the second reported leak, she opted to replace and upgrade the water fixtures to code.

C. THE EVIDENCE SUPPORTS THE DECISION FINDING THAT THERE WAS NO DEFERRED MAINTENANCE

No facts support the statement that "The shower faucet leak had been episodic from April 2016 – June 2016." Even then, the facts in T14-0380 are clearly distinguishable from the case at hand. Owner sought a capital improvement pass through for replacement of a kitchen counter. The Hearing Officer therein decided there was deferred maintenance and successor liability based upon damage to plywood underneath the counter that was damages, notwithstanding the counter itself needed replacement for prior leaks. Here, there were only two independent shower leaks which surfaced from April through July 2016, hence no *episodic leak*. Oakland Reg. 10.2.2(4)(b) denies capital improvement costs for work or portion of *work that could have been avoided by the landlord's exercise of*

2019 JAN 28 PM 1:11

RECEIVED
CITY OF OAKLAND
RENT ADMINISTRATION PROGRAM

reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem *that caused the damage leading to the repair claimed as a capital improvement*. There was no evidence as to what action Owner could have instituted to prevent the leak from occurring where the fixtures were old and worn and beyond the useful life.

CONCLUSION

First, the Rent Adjustment Board lacks jurisdiction over this Appeal because of the Tenants' failure to timely serve and file the Notice of Appeal. No appellant should be permitted to serve a notice of appeal 15 days after the Rent Adjustment Program has had the appeal. This is tantamount to a prohibited ex parte form of communication with the Rent Adjustment Program.

Second, substantial evidence supports the hearing officer's decision that this was a capital improvement and not a repair, that a repair was effectuated.

Third, there was substantial evidence that supports a finding that there was no deferred maintenance as the hearing officer properly determined.

For these reasons, the appeal should be denied for lack of jurisdiction or in the alternative, the decision must be upheld.

Dated: 01/28/2019



DEBRA LEW, PETITIONER AND RESPONDENT

2019 JAN 28 PM 1:11

Declaration of Debra Lew In Support of the 1/23/2019 Postmark

I declare under penalty of perjury under the laws of the state of California that the envelopes from Tenants giving notice of the appeal were postmarked WED 23 JAN 2019. The original envelopes can be made available at the time of any jurisdictional hearing.

Executed on this 28th day of January 2019 at San Francisco, California.



DEBRA LEW

RECEIVED
CITY OF SAN FRANCISCO
RENT ARBITRATION PROGRAM
2019 JAN 28 PM 1:11


Proof of Service

I, David Golden, being at least 18 years of age, whose business address is 22 Battery Street #800, San Francisco, CA 94111, declare under penalty of perjury that on January 28, 2019, I served this Lew's Response to Tenants' Untimely Appeal and Declaration of Debra Lew in Support of the 1/23/2019 Postmark on the above named Tenants in Possession by mailing to the tenants in a sealed addressed envelope, first class postage prepaid addressed as follows:

Clara Chow and Tom Kumamoto
335 49th ST, Rear House
Oakland, CA 94609

James E. Vann
251 Wayne Avenue
Oakland, CA 94606

Executed on this 28th day of January, 2019 at San Francisco, California.



DAVID GOLDEN

RECEIVED
CITY OF SAN FRANCISCO
RENT ARBITRATION PROGRAM
2019 JAN 28 PM 1:13

CHRONOLOGICAL CASE REPORT

Case No.: T17-0371
Case Name: Arnold v. Farley Levine Properties
Property Address: 4246 Gilbert Street, Oakland, CA
Parties: David Arnold (Tenant)
Barbara Farley (Owner)
Michael Levine (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 25, 2017
Owner Response filed	August 25, 2017
Hearing Decision mailed	August 2, 2018
Tenant Appeal filed	August 22, 2018
Owner filed response to Tenant Appeal	August 29, 2018

Rent Adjustment
Program

RECEIVED

JUN 25 2017

OAKLAND RENT ADJUSTMENT

Staff Dashboard

T17-0371 KM/MA

Home T17-1043 Submitted Petition Form

Petition type Tenant

Applicant and Property Information

Applicant Info

David Arnold,
4246 Gilbert St.,
Oakland, California 94611
T 3055883742
xdarnold@gmail.com

Property owner

Barbara Farley,
Farley Levine Properties LLC,
7 King Avenue, ,
Piedmont, California 94611
T 5106528291
bsuzanne7@aol.com

Property manager

Barbara Farley,
Farley Levine Properties LLC,
7 King Avenue, ,
Piedmont, California 94611
T 5106528291
bsuzanne7@aol.com

Number of units	5
Type of unit you rent	Apartment, Room or Live-work
Are you current on your rent?	Yes

Grounds for Petition

i) My property owner is providing me with fewer housing services than I previously received 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.)

Rent Increases

When did you move into the unit?	6/10/2020
Initial monthly rent	\$1600
When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?	7/2/2015
Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program?	Yes
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No

Did you receive a RAP Notice with the notice of rent increase?	No
Monthly rent increase	\$1294.98
Date increase effective	6/17/2017
Are you contesting this increase in this petition?	Yes
Have you ever filed a petition for your rental unit?	Yes

Description of loss of service and problems

The housing services I am being provided have decreased.	Yes
Are you being charged for a service originally provided to you by the property owner?	Yes
What is the estimated dollar value of the lost service or problem?	1294.98
Reduced Service description	Please see attachment, "Description of Loss of Service"
Date loss of this service began	2017/6/17
Loss of service documentary evidence	Description of Loss of Service.pdf
	No

Are you claiming any serious problems with the condition of your unit?

Problem documentary evidence

Additional Documentation

File name

Additional Information.pdf

Response to Allegations.pdf

Exhibit A - Lease.pdf

Exhibit B - Notices.pdf

Exhibit C - Deposition of prior owner.pdf

Exhibit D - Application for new roommate.pdf

Exhibit E - Notice of blanket denial.pdf

June 25, 2017

David Arnold
4246 Gilbert St.
Oakland, CA 94611

Description of Loss of Service

In 2010, I signed a lease with Brian Tom, prior owner of 4246 Gilbert St, to rent the 3 bedroom apartment in which I currently reside. I was, and am, the sole lessee – a single, young professional who currently travels frequently for work. I occupy, and have always occupied, one of the three bedrooms in my apartment.

At the time, I explicitly voiced my intent to sublet the other two rooms in the apartment by seeking roommates with whom to occupy the flat. In order to memorialize my right to do so, we struck the sublet prohibition from the lease (Exhibit A). Mr. Tom asked me to inform him of any roommates that might be moving in, which over the years, I did a number of times, as roommates came and went. (Exhibit B).

Mr. Tom gave sworn testimony to this effect, stating:

“He would have ... the right to sublet to somebody, because I knew that he was going to want to do that. So I thought that was a fair compromise between our two positions... If he wanted two, I was agreeable to that, too. It's a three-bedroom. But he had to let me know who was coming in.”
(Exhibit C)

Use of all three bedrooms for occupancy in my flat was an explicitly negotiated, agreed to service provided by the previous owner under my lease agreement.

On June 16, 2017, I submitted an application for a roommate, on the form provided by the new owner, Farley Levine Properties LLC. Application attached (Exhibit D).

On June 20, 2017, Mrs. Farley responded with a blanket denial of all potential roommates. She informed me that no roommates would be allowed, ever, for the second and third bedrooms in my apartment (Exhibit E).

This constitutes a significant reduction in housing services from those provided by the previous owner; I effectively cannot use two thirds of my apartment for its negotiated, clear and intended purpose. I calculated the value of the housing service reduction by taking each bedroom to be worth 1/3 of the 3 bedroom apartment's total rent, for a total reduction of \$1,294.98.

Sincerely,

David Arnold

000228

June 27, 2017

David Arnold
4246 Gilbert St.
Oakland, CA 94611

Additional Relevant Information

The following facts may lend context to Mrs. Farley's attempt to substantially decrease housing services. Since purchasing my apartment building, she has aggressively attempted to increase rents to market, even on rent controlled units such as my own. Mrs. Farley has demonstrated a pattern of harassment and a propensity to flout the law in seeking profit.

- From purchasing the building approximately 2.5 years ago to date, Mrs. Farley has imposed no less than five (5) rent increases. To date, of these, only one was valid and upheld by the rent board.
- On March 27, 2015 and on other dates in 2015, Mrs. Farley threatened to evict me and my housemates unless we paid an illegal rent increase from \$1865 to \$3150. She wrote, in an email of that date:

"Your lease terminates March 27, 2015. If you remain in the apartment the rental rate is \$3150. per month... If you remain in the apartment and fail to pay the increased rental amount I will proceed with a 3 day notice of eviction. Please advise how you wish to proceed."

- When I petitioned the illegal rent increase with the Oakland rent board and attempted to pay my legal rent amount, she filed suit for eviction.
- Mrs. Farley allowed significant, unpermitted construction on the premises until a red tag was issued by the city of Oakland.
- When Mrs. Farley finally requested a valid permit for the work, she fraudulently understated the cost and scope of the work to be done. On her permit application, the cost of improvements she indicated had already been exceeded by work done to that date. The final bill of improvements passed on in her associated rent increases to me and my neighbors (T16-0108, T16-0331, and T16-0495) was an order of magnitude higher than the amount stated in her permit application.
- When one of my neighbors petitioned Mrs. Farley's illegal increases, the rent board struck down the pass through of many prohibited costs, such as city permit fees and improvements to coin-op laundry facilities.

Mrs. Farley disregarded that decision and nevertheless increased my rent for those same prohibited items.

- Despite always sending my rent in a timely fashion, and retaining proof of mailing that I have done so, Mrs. Farley has claimed not to have received my rent checks and twice demanded illegal late fees. On one occasion, she threatened to illegally deduct the fee from my security deposit if I did not pay immediately (a violation of California Civil Code 1950.5).

000229

June 27, 2017

David Arnold
4246 Gilbert St.
Oakland, CA 94611

In response to Mrs. Farley's allegations

Mrs. Farley makes several false allegations in her letter denying my right to have a roommate. While none of these address the issue at hand, since they only speak to prior roommates – I will briefly respond to those that misrepresent my actions or my history in the apartment.

1. Mrs. Farley alleges that the prior owner had no knowledge of prior roommates, writing:

"Despite signing an Estoppel on December 4, 2014 under penalty of perjury that you were the sole resident of your unit; you were aware that this statement was untrue at the time made, in that you had two other occupants then residing in your unit without the knowledge or written consent of the current or prior Owner."

Eli Davidson was the agent of Brian Tom, prior owner, who delivered, requested, collected, and discussed the estoppel with the prior owner. Eli Davidson was certainly aware of my roommates, since he met them on multiple occasions. On 12/1/2014, he wrote:

"I followed up with your roommate last week regarding a tenant estoppel sent via snail mail and he mentioned you are in Singapore. It is attached to this email for your review, but essentially the document is to protect you, your lease, and your tenancy in the apartment so that all are still valid and in effect for you in the change of ownership from Mr. Tom to the new buyer of the apartment building. I'm going to send it to you via DocuSign so that you can sign it while abroad."

A few days later, while out of the country, I signed what I believed was a statement regarding the status of the apartment and my lease agreement. Eli made me aware that estoppels have the power to modify lease agreements, which I certainly did not want to do – that is why I listed myself as the sole resident.

The very agent of the prior owner who collected the estoppel knew and spoke to my roommates on multiple occasions. I delivered notice to the prior owner of new roommates, with their information. My roommates were not living in hiding – they were friends with neighbors, coming and going to jobs and social events, etc. When the prior owner and his agents visited to fix a plumbing issue, inspect the house prior to sale, or show it to potential buyers, as they did over the years, it was certainly fully clear and notorious that others aside from myself lived in my apartment.

2. Mrs. Farley alleges that I ran an illegal transient occupancy business, writing:

"You ... rented your apartment through Airbnb."

I did experiment with Airbnb to rent out one of the rooms in the apartment, at various times, between 2012 and 2013. However, Mrs. Farley's representation that I was running a hotel of "transient occupancy" is a dramatic mischaracterization. The average length of occupancy (not including my own) of roommates in my apartment was over 4 months.

000230

At that time, Airbnb was a relatively young and exciting startup in the Bay Area. As soon as news stories hit the press investigating the legality of AirBnb rentals, I stopped immediately.

3. Mrs. Farley alleges that I ran a business out of my apartment, collecting profits from my roommates. She writes:

"You were running a business of collecting income using your rental unit without the consent or knowledge of the Owners... often making a profit at [your subtenants'] expense."

This is clearly fallacious and akin to suggesting that when I pay the check at dinner with friends and ask them to reimburse me, I am running a business.

If, as Mr. Farley insists, we treat my apartment's occupancy as a business, then after accounting for rent paid, utilities, furnishing and expenses, I incurred a loss well in excess of \$700 per month. A bit more than my share of rent.

4. Mrs. Farley alleges that, over the course of my tenancy, I and or my roommates have been a regular nuisance to neighbors. She offers nothing to substantiate this false claim.

Mrs. Farley's claim is not a reasonable representation of the facts. In the 7 years I have lived at 4246 Gilbert St., I have been made aware of exactly two issues with or complaints by neighbors.

Once, in 2011, Mr. Tom told me that the downstairs neighbors were bothered by noise that had recently started, late at night, in my apartment. The issue, we found, was a treadmill I had just installed. I immediately removed the offending device, communicated with the downstairs neighbors, and ensured that they were no longer disturbed.

Once, the downstairs neighbors asked me to please walk more quietly up the stairs when coming home late at night, since the stairs are over their children's rooms. I told them I absolutely would, and would tell my roommates to as well. This was never an issue again.

I do not, and have never smoked, and have always asked my roommates to agree not to smoke at the apartment in the sublease agreements they've signed with me.

I maintain more than healthy relationships with my neighbors, many of whom have become friends, and I conscientiously practice good citizenship.

If neighbors have some issue with me or my roommates, I would ask Mrs. Farley to please let me know so I might rectify it! In an apartment situation, it is essential to be considerate and communicative with those we live neck-in-neck with, in order that we might all enjoy our homes.

It is unreasonable to blanket reject any possible occupants for a 3 bedroom apartment for past issues that were never brought to my attention or attempted to be resolved in any way.

Finally, I would gently point out that Mrs. Farley's representation of ownership having received numerous complaints regarding my roommates clearly flies in the face of her own assertion that ownership had no knowledge of my roommates.



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 P.O. Box 70243
 Oakland, CA 94612-0243
 (510) 238-3721

For date stamp
 CITY OF OAKLAND
 RENT ADJUSTMENT PROGRAM

2017 AUG 25 PM 3:19

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T - 17-0371 on line case # 717-1043

Your Name FARLEY LEVINE PROPERTIES LLC	Complete Address (with zip code) 7 KING AVENUE PIEDMONT, CA 94611	Telephone: 510-652-8291
Your Representative's Name (if any) BARBARA S. FARLEY	Complete Address (with zip code) 7 KING AVE PIEDMONT CA 94611	Telephone: 510-652-8291
Tenant(s) Name(s) DAVID ARNOLD	Complete Address (with zip code) 4246 GILBERT ST Oakland, CA 94611	Email: bsuzanne7@aol.com
Property Address (If the property has more than one address, list all addresses)		Total number of units on property 5

Have you paid for your Oakland Business License? Yes No Lic. Number: 00172278
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

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

Date on which you acquired the building: 12/23/2014

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
6-17-2017	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

X TENANT IS CLAIMING LOSS OF SERVICE - THERE WAS NO RENT INCREASE
 If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on JUNE 1, 2010

The tenant's initial rent including all services provided was: \$ 1600 / month.

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

If yes, on what date was the Notice first given? THERE WAS NO RENT INCREASE

Is the tenant current on the rent? Yes No

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
7-28-17	9-1-17	\$ 1942.47	\$ 1987.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7-15-16	9-1-16	\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5-24-15	7-1-15	\$ 1910.00	\$ 1942.47	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5-23-14	7-1-14	\$ 1875.00	\$ 1910.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

CAPITAL IMPROVEMENT APPEAL ✓

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

SEE ATTACHED RESPONSE

V. VERIFICATION

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

Barbara J. Farley
Property Owner's Signature

August 25, 2017
Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

Farley Levine Properties LLC

7 King Avenue
Piedmont, CA 94611
510-652-8291
Bsuzanne7@aol.com

August 25, 2017

RESPONSE BY OWNER

File Name: Arnold v. Farley Levine Properties LLC
Property Address: 4246 Gilbert Street Oakland, CA 94611
Case Number: T17-0371/on-line case # T17-1043
Hearing Date: November 16, 2017
Time: 10:00 A.M.
Place: 250 Frank H. Ogawa Plaza, Ste # 5313, Oakland CA 94612

This Response is submitted by Farley Levine Properties LLC (Farley Levine or Owner) to Mr. David Arnold's (Arnold) Petition to the Rental Board claiming a reduction in services at his rental unit at 4246 Gilbert Street in Oakland, California.

I. INTRODUCTION

Farley Levine's property is located at 4242-4246 Gilbert Street in Oakland, California. It is comprised of two buildings which hold five residential apartment units on the same lot. David Arnold began living at the subject property of 4246 Gilbert Street in June 2010. He continues to live there to date. His unit is a three bedroom two bathroom unfurnished apartment on the second floor of a three unit building. Arnold was the sole applicant for the lease and remains the sole authorized tenant under lease.

Mr. Arnold's Petition before this Board constitutes an improper attempt to re-litigate issues already litigated by Mr. Arnold before the courts in three separate Court Proceedings which were not resolved in Mr. Arnold's favor. Mr. Arnold seeks to utilize the Oakland Rental Board to rewrite his lease and obtain what he could not obtain in three separate court proceedings. He seeks to compel the Owner to allow him to sublease his apartment. This is not within the purview of the rental board.

The first lawsuit involving Mr. Arnold was an unlawful detainer action filed April 10, 2015 by the owner, *Farley Levine Properties LLC v. David Arnold* Case No.RG15765923 (a true and correct copy of the complaint is filed herewith as **Exhibit A**) against Mr. Arnold when it was discovered that Arnold had 2 unauthorized and unidentified individuals residing in his apartment unit without the knowledge or written consent of the Owner. The case was dismissed

on technical grounds for lack of proper notice, but Mr. Arnold moved the tenants out of his unit before a second action could be brought, to formally remove the unauthorized tenants.

Thereafter, on August 14, 2015, Arnold filed a new lawsuit, *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 (A true and correct copy of the complaint is filed herewith as **Exhibit B**) against Farley Levine Properties and the Owner manager Barbara Farley claiming he had a right to have roommates in his apartment, and that the Owner had created an uninhabitable situation repairing his front porch from dry rot over a 10 day period.

During the pendency of the second action, on December 23, 2016, Arnold filed a Third lawsuit *David Arnold vs. Farley Levine Properties LLC et al* Case No G16843593 for Declaratory Relief. Arnold sought:

“... a judicial determination and declaration of Plaintiff Arnold’s and defendants respective rights and duties under the Lease Agreement. Specifically that Plaintiff ARNOLD is allowed under the Lease Agreement to sublet the Subject Premises to at least one subletter and that Defendants should not unreasonably refuse to permit subletting on demand an illegal rent increase in order to allow subletting.” (A true and correct copy of the Third Complaint is submitted herewith as **Exhibit C**)

All three lawsuits involved the lease Arnold entered into with the property’s prior owner, Brian Tom and the explicit language of the lease forbidding guests from staying at the premises for more than fourteen days without the “written consent” of the owner. This Rental Board Petition is about the same issue. (A true and Correct Copy of the Lease is submitted herewith as **Exhibit D**)

During discovery in the two lawsuits the new Owner learned that Arnold had at least ten persons that had stayed in his apartment for fourteen or more days without the knowledge or written consent of the former or current Owner. Arnold also testified that additional persons stayed at the property without the owner’s written consent from the start of the lease in June 2010 until Farley Levine’s purchase of the property in January 2015. Arnold stated at deposition, however, that these persons were not “guests” but rather “roommates” or “subtenants.” Arnold acknowledged that if he had categorized these people as subtenants instead of guests, he would have been in breach of his lease. (A True and Correct Copy of pertinent pages of David Arnold’s Deposition are submitted herewith as **Exhibit E** - see, David Arnold’s Deposition, 92:2-5; 148:2 – 149:9, 153.)

Following the purchase of the property from Brian Tom, Farley Levine learned of these additional individuals living on their property. They therefore asserted that Arnold was in breach of the lease and provided him with the option of removing the unlawful guests and remaining in the unit in compliance with the lease at the same rental rate or entering into a new rental agreement with these individuals listed on the lease at market rate. Arnold claimed that these actions were retaliatory and violated statutory provisions of the Oakland Municipal Code.

Arnolds’ claims were unsupported by the evidence and resulted in his settlement , release, and hold harmless agreement against Farley Levine Properties from all claims, demands,

accounts, actions, causes of action, obligations, proceedings, losses, liabilities etc. of every kind and character whatsoever. Nonetheless, ignoring the release Arnold filed the instant proceeding before the Rental Board seeking a different result asserting again his "right" to sublease his unit.

It is not the job of the Rental Board to create for a tenant more rights that they are granted under their written lease agreement or to compel Owners to accommodate tenants who have repeatedly breached their lease agreement. Arnold's claim is without merit.

II. FACTS

A. Original Lease with Brian Tom

All of the following facts and issues were presented in the *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 matter before the superior court but are repeated here for purposes of this proceeding.

Arnold began his yearlong lease with the prior owner of the building, Brian Tom, on or about June 2010. In pertinent part, the lease provides:

"5. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12 month period, without the OWNER's written consent...shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of the OWNER is obtained in advance..."

*

*

*

21. ASSIGNMENT: RESIDENT agrees not to transfer, assign or ~~sublet~~ the premises or any part thereof and hereby appoint and authorizes the OWNER as his agent and/or by OWNER'S authority to evict any person claiming possession by way of any alleged assignment or ~~subletting~~. (**Exhibit D**, strike through in original)

Both Arnold and Brian Tom signed their initials next to each change and strikethrough in order to signify their acceptance and approval of the changes.

According to Brian Tom (Declaration of Brian Tom filed in *Farley Levine Properties LLC v. David Arnold* Case No G16843593, is submitted herewith as **Exhibit F**), Mr. Tom considered Paragraph 5 of the lease to be a "material" provision of the lease agreement because [he] always wanted the ability to screen any new tenant for their background and financial ability to pay. [he] also wanted to reserve the right to change the terms of the lease as necessary." (**Exhibit F** Declaration of Brian Tom). According to Mr. Tom, he "reiterated to Mr. Arnold that if he wanted to have a roommate he needed to submit a proposed tenant application for [his] written approval in accordance with the lease." (**Exhibit F**. Declaration of Brian Tom.). Sometime after the signing of the lease, Mr. Tom consented to one roommate, Amanda Shin. Mr. Tom acknowledged that Mr. Arnold submitted a tenant application for his approval "I approved Ms. Shin as a resident of the apartment at the time under the new lease...Paragraph 21 of the lease agreement relating to ASSIGNMENT crossed out the term 'sublet' of said paragraph

to accommodate Ms. Shin as a tenant at that time without rental increase.” (**Exhibit F**, Declaration of Brian Tom.)

Arnold acknowledged during his deposition that regardless of whether he read the lease agreement in its entirety, he had agreed to whatever was contained in it. (**Exhibit E** Arnold Deposition, 43:17-44:6.) At deposition, however, Arnold testified that “[his] understanding was that our agreement as signed here in this lease agreement constituted written permission for me to have *housemates* and *subtenants*. If I wished to have a *guest* stay, not a *housemate* or *subtenant* but a *guest, stay for more than 14 days, I was agreeing to request the owner’s consent to do so.*” (*Emphasis added* **Exhibit E** Arnold Deposition 47:4 – 16.). Arnold defined a “subtenant as “someone with whom he had an agreement to rent a portion of the premises [:]” a guest on the other hand was someone with whom he would have no such agreement. (**Exhibit E** Arnold Deposition 46:13 -18). Arnold testified that a guest was “somebody who does not pay for his or her stay” and that anyone with whom he had an agreement was considered a tenant or housemate. (**Exhibit E** Arnold Deposition 46: 13-24).

Arnold testified that he did not obtain the written consent of the owner for any of his roommates, subtenants or guests following Amanda Shin. Arnold testified that he recalled providing Mr. Tom with information regarding some of his roommates by written letter specifically, information as to Rita Manzana, Giles Despature and Cole Wheeler.¹ (true and correct copies of the alleged letters are submitted herewith as **Exhibit G**) Arnold testified that he did not provide these letters or information to Mr. Tom to obtain written consent, however, he testified that he did not receive a response from Mr. Tom whatsoever. (**Exhibit E** Arnold Deposition 83:11 – 85:11; 134:9 – 135: 146:17 – 147:22.)

In addition to the ten roommates Plaintiff identified in discovery as having stayed at his unit for over 14 days without the owner’s written consent, records were also subpoenaed during the litigation evidencing that Arnold rented out portions of his unit on Airbnb (**Exhibit H**, Airbnb Records). Arnold confirmed at deposition that Mr. Tom was not informed of Arnold renting out rooms in the unit on Airbnb. (**Exhibit E** Arnold Deposition 95:20-22).

Arnold testified that he could not recall if he sent letters to Mr. Tom informing him of his Airbnb subtenants similar to the letters he had sent regarding his roommates. Arnold also testified that if he had categorized these people as subtenants instead of guests, he would have been in breach of is lease. (**Exhibit E** Arnold Deposition 92:2-5; 148:2 – 149:9.).

Following the one-year lease, Arnold’s lease became a month to month tenancy on June 1, 2011. His initial monthly rent was \$1750 and it was increased to \$1910 during his tenancy with Brian Tom.

¹ Arnold’s letters to Brian Tom notifying him of new subtenants consisted of the contact information for Cole Wheeler, Giles Despature., Lukas Held, Rita Manzana, and Sofia Jimenez. The letters which are also submitted to this Board were submitted as well in the underlying litigation. The letters included their move in dates. These letters, however, are not dated and no postage is attached nor have the receipt of them by Mr. Tom been verified or proven. (**Exhibit G** Letters to Brian Tom regarding new subtenants.)

During this time, Arnold never submitted any other tenant applications to Mr. Tom for approval. This is acknowledged both in Arnold's deposition testimony and Mr. Tom's declaration.

B. Arnold's Unlawful Guests at the Subject Property and Use of the Property for Business

In Arnold's responses to Special Interrogatories, Set One in *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 (A true and correct copy of the answers to interrogatories is submitted as **Exhibit I**) Arnold identified 10 persons that stayed more than 14 days in his unit from June 1, 2010 to present: Alice Provenzi, Justin Allison, Claudia Bland, Idelle de la Pena, Stacey Chapple, Zachary Cucinotta, Cole Wheeler, Rita Manzana, Giles Despature, and Sofia Jimenez. (**Exhibit I** Arnold's response to Special Interrogatory No. 64)

As to income derived from allowing persons to stay at the property for more than 14 days from June 1, 2010 to present, Arnold provided the approximate gross amount of rent received from the following individuals:

- Cole Wheeler: \$13,300
- Giles Despature: \$ 15,600
- Sofia Jimenez: \$5,200
- Rita Manzana: \$11,340.00

(**Exhibit I** Arnold's Response to Special Interrogatory No. 70)

As to those same four individuals, Arnold produced sublease agreements (agreements he created without the knowledge or consent of the landlord) which identified the following monthly rental rates:

- (no date) Cole Wheeler (\$1,100/month)
- 3/29/14 Giles Despature (\$1,200/month)
- 10/15/14 Sofia Jimenez Perez (\$1,200/month)
- 7/31/12 Rita Manzana (\$945/month)

(**Exhibit J** Sublease Agreements, Arnold Deposition 163-170)

In response to Special Interrogatories, *Set Three*, in *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 Arnold provided the following information as to the specific dates persons stayed in his unit:

- Amanda Shin: August 1, 2010 – August 1, 2012 A security deposition was obtained and returned in full
- Alice Provenzi: August 1, 2013 – September 3, 2013. A security deposit was not obtained
- Justin Allison: June 15, 2013 – July 27, 2013. A security deposit was not obtained
- Claudia Bland: May 15, 2013 – June 12, 2013 A security deposit was not obtained

- Idelle De Ala Pena: April 15, 2013 – May 15, 2013. A security deposit was not obtained
- Stacey Chapple: January 1, 2013 to January 31, 2013. A security deposit was not obtained
- Zachary Cucinotta: June 13, 2012 to September 14, 2012. A security deposit was not obtained.
- Cole Wheeler, March 22, 2014 –November 8, 2014. A security deposit was obtained and returned in full.
- Rita Manzana: August 1, 2012 – August 25, 2013. A security deposit was obtained and returned in full.
- Giles Despature: May 1, 2014 to April 26, 2015 A security deposit was not obtained
- Sofia Jimenez: November 8, 2014 to April 26, 2015. A security deposit was not obtained

(**Exhibit I** Arnold's Responses to Special Interrogatories Nos 105-160).

In his Responses to Special Interrogatories. Set Three Arnold refused to disclose the amount of income he received from each of the above guests and whether the security deposits were held in an interest bearing account. At deposition however, Arnold testified that he had received the following amounts as security deposits \$1,945. From Rita Manzana., approximately \$600 from Lukas Held, (Lukas Held was not included in the above list of subtenants identified by Arnold but was apparently incorrectly omitted) and \$1,000 from Cole Wheeler (**Exhibit E** Arnold Deposition 135:18-136: 1-7, 162:24-163.13) He further testified that he did not look into whether he had any obligation to hold these security deposits in interest bearing accounts (**Exhibit E** Arnold Deposition 154:15-24)

Specifically as to persons that Arnold rented to through Airbnb, Arnold stated that his gross income from Airbnb was \$8,567 in 2013 and \$5,686 in 2012, which includes persons that did not stay more than 14 days. (**Exhibit I** Arnold's Response to Special Interrogatory No 70). Arnold confirmed at deposition that Mr. Tom was not informed of Arnold renting out rooms in his unit on Airbnb. (**Exhibit E** Arnold Deposition 95:20-22). In his Responses to Special Interrogatories Set Three, Arnold identified the following persons as having stayed at the subject property through Airbnb: Jordan Chenevier, Alice Provenzi, Justin Allison, Claudia Bland, Idelle de la Pena, Bill Ful;tz, Denise Martin, Norm Heske, Stacey Chapple, Jackie Mason, Haroloula Rose, Dev Trivendi, Sharon Trivendi, Desirae King, Jonathan Cardenas, Dan Becraft, Paul Gernetzke, John Kaukem and Zachary Cucinotta. (**Exhibit I** Arnolds Response to Special Interrogatory No 162).

Simply put, Arnold operated a business of collecting income with his rental unit without the consent and or knowledge of the Owners.

C. Farley Levine Purchase of the Subject Property and Proposed New Lease

In December 2014 Barbara Farley and her husband Michael Levine (Farley Levine) purchased the subject property on Gilbert Street from Brian Tom through real estate brokers. As

part of the sale Ms. Farley received a "Receipt of Documents" form which confirmed that she received, in part, the following documents per the purchase agreement: Residential Lease Agreement, Related Addendums and Rent Increase Notices and Application for 4246 Gilbert Street Oakland CA and a Signed Tenant Estoppel for 4246 Gilbert Street Oakland, CA. The Estoppel Certificate states in part that as of its date November 19, 2014, Arnold's rent was \$1910 and "the name and ages of all Residents are: David Arnold." This was signed by Arnold Certifying that this information was true and correct on December 4, 2014 (**Exhibit K**, Estoppel Certificate and Receipt of Documents.)

When Farley received Arnold's lease, she noticed that it had markings and items lined out. She asked her realtor or Mr. Tom about it and was told that Plaintiff had a girlfriend move in shortly after his lease began but that she had since moved out. Mr. Tom stated that the markings on the lease were to indicate Arnold was required to obtain written consent for a roommate and that he had approved of Arnold's girlfriend but no one else since then. At the walk through prior to the purchase, no representations were made about how many tenants were living in Arnolds unit.

According to Mr. Tom's declaration at the time of the sale, he was not aware that Arnold had people residing in his unit beyond the 14-day limitation period under the lease. Mr. Tom stated, "I never consented in writing or otherwise to Mr. Arnold having additional residents in his unit....I first learned of Mr. Arnold's violation of the lease agreement when Ms. Barbara Farley, the new owner manager of Farley Levine Properties LLC requested information from me regarding the tenant and whether I had consented to multiple residents in Unit 4246 in May 2015. I told her I had not." (**Exhibit F**, Brian Tom Declaration.)

In the legal proceeding Farley testified that after the purchase, she had received a termite and dry rot report and knew work was needed on the unit. Shortly thereafter she knocked on the door of Arnold's apartment to introduce herself and discuss repair plans for the porch of the unit. Farley learned there were additional people living in the unit when a woman answered the door and stated that she lived there with two men but would not provide her name. (A true and correct copy of Farley's Deposition is submitted herewith as **Exhibit L**) (Farley Depo: p.64: 19-25 to 65: 1-13; 98: 12-21) Farley consulted with the Oakland Rent Board regarding the issue and the Board indicated these additional illegal tenants were a liability for her. (Farley Depo. P. 66:5-16)

There were also complaints made to Farley about the foot traffic coming in and out of Arnold's unit in January/February 2015. The tenants complained about the lack of parking, noise and fear regarding who was and was not authorized to be on the premises. In addition the next door neighbor Elizabeth Lake complained to Farley about cigarettes, beer cans and other garbage being thrown onto her property and in her back yard from people using Arnold's apartment. Ms. Lake advised she had seen an Airbnb advertisement for the property which indicated to her that a tenant was running a business out of his unit. Based on the language of the lease, Ms. Farley concluded that Arnold's subletting of the apartment was a breach of the lease agreement. (**Exhibit L** Farley Depo. P. 129-131)

In February - March 2015 Farley met with Arnold at his apartment. Arnold testified that Ms. Farley wanted his roommates on the lease because of insurance, emergency situations and wanting to know all the people who lived in her building. (**Exhibit E** Arnold Depo. P. 187: 3-21). Arnold testified that he did not feel the request was unreasonable (Arnold Depo. P. 187:22 – 188:2). Arnold denied knowing that the basis for the increased rental amount was because of the additional subtenants (Arnold Depo. P.188:12-189-23). Arnold testified however that he did not want the other subtenants to be on the lease as he wanted to keep control over certain things rather than his subtenants or the owner, he therefore did not inform his subtenants of the meeting. (Arnold Depo. P.206:3-208:23.)

D. Trial April 3, 2017 Scheduled by the Court

Trial was scheduled in *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 for April 3, 2017 by the Court. The parties moved to consolidate the second action brought by David Arnold *David Arnold vs. Farley Levine Properties LLC et al* Case No. RG16843593 for Declaratory Relief for trial.

The issue of Arnold's ability to sublease the subject property was squarely presented to the Courts in both lawsuits filed by Arnold.

The parties attended a day long mediation before Steven Abern Esq. on November 30, 2016 on both of the above legal actions. The parties briefed all the issues and Farley Levine prepared for trial. As the matters proceeded to trial Mr. Arnold determined to settle his claims. The parties entered into a settlement agreement on April 3, 2017.

E. April 3, 2017 Confidential Settlement Agreement

NOTICE THIS IS A CONFIDENTIAL SETTLEMENT AGREEMENT BY AGREEMENT OF THE PARTIES.

The settlement agreement reached on April 3, 2017 of Arnolds two legal actions is submitted herein **under seal** as a "confidential" settlement agreement where "disclosure of the term of this settlement is made, the disclosure is only to be made to the extent necessary and to the person(s) to whom the disclosure is made shall be advised of the confidential nature of the settlement." (A true and correct copy of the settlement agreement is submitted as **Exhibit M.**)

In pertinent part Arnold "released" and "forever discharged" and holds Farley Levine Properties harmless from all "claims" "causes of action," "proceedings" "of every kind and character whatsoever" " arising out of his tenancy at 4246 Gilbert street, in Oakland California as alleged by Plaintiff as set forth in and arising out of the action." The Action was previously defined as *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 action and *David Arnold vs. Farley Levine Properties LLC et al* Case No G16843593.

The issue Arnold seeks to have the Rental Board resolve in the current proceeding and the issue of Arnold's purported right to sublease his unit are identical to the issues settled in the prior two legal proceedings.

While the settlement agreement did not foreclose “any claims or defenses that may be brought in the future arising out of Arnold’s tenancy or affect a current challenge to a Capital Improvement Rent Increase then pending before the Rental Board, the settlement agreement nonetheless foreclosed a re-litigation of Arnolds right to sublet his apartment.

L. Current Rental Board Proceeding Case No: T17-0371 – On Line Case # T17-1043

On June 16, 2017 Arnold submitted an application for a roommate to the Owner. (A true and correct copy of the application is submitted herewith as **Exhibit N**). The Owner denied his request. . (A copy of Farley’s response is submitted herewith as **Exhibit O**).

On June 25, 2017 Arnold filed the instant Proceeding with the Rental Board asserting under Oakland Municipal Code §8.22.070(F) Arnold had suffered “a decrease in housing services originally paid by owner.”

The Owner denies that Arnold has a right under his lease agreement to have a roommate; denies that he has any reduced services under his lease agreement and denies that such denial constitutes a rental increase.

Mr. Arnold claims that he has suffered a reduction in housing services in an amount of \$1,294.98 per month by the Owners denial of his right to a roommate.

III. CLAIMS OF RIGHT TO SUBLEASE ARE BARRED

The April 3, 2017 settlement and release agreement specifically **precludes** Arnold from raising yet again all claims “arising out of his [Arnolds] tenancy at 4246 Gilbert Street, in Oakland California *as alleged by Plaintiff as set forth in and arising out of the action...*”

The “action” settled by Mr. Arnold was *David Arnold vs. Farley Levine Properties LLC et al* Case No G16843593 and *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 specifically raised the issue whether “Plaintiff ARNOLD is allowed under the Lease Agreement to sublet the Subject Premises.” The fact that Arnold has raised this issue in two separate proceedings and failed to pursue the claim but settled the claim for compensation precludes him here from re-litigating these very same issue before the Rental Board or in any other proceeding.

The rationale behind the doctrine of *res judicata* is “[t]o preclude parties from contesting matters that they have had a full and fair opportunity to litigate protects their adversaries from the expense and vexation attending multiple lawsuits, conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions.” *Montana v. United States*, 440 U.S. 147, 153-54 (1979).

The requirement for a finding of *res judicata* is that the decision for which *res judicata* effect is sought must be a valid and final judgment. But a final judgment has been interpreted by the U.S. Supreme Court to include “settlement agreements.” *Res judicata* is not limited

exclusively to final judgments issued by courts. In *Astoria Fed. Sav. and Loan Ass'n v. Solimino*, 501 U.S. 104, 107 (1991), the Supreme Court stated:

We have long favored application of the common-law doctrines of collateral estoppel (as to issues) and *res judicata* (as to claims) to those determinations that have attained finality. ... Herein, the action by HUD that served as the agency's final decision... was its entry into the settlement agreement. Rather than constituting a rejection of the defenses raised... the settlement agreement amounted to a decision by HUD not to submit the merits of the ... dispute for further formal agency review. As quoted above, the settlement agreement was the product of the parties' "desire to resolve and settle the claims raised... without further litigation." "*United States v. Utah Constr. & Mining Co.*, 384 U.S. 394, 422 (1966).

The purpose of the settlement of the claims with Arnold was to lay to rest the claims he made in those proceedings. His claim to have a roommate was one of them. His attempt to re-litigate that issue here is barred by the doctrines of *res judicata* and *collateral estoppel* and violates the terms of the settlement agreement.

Arnold is not entitled to re-litigate the issues he resolved by settlement.

IV. TENANT HAS NO RIGHT TO SUBLEASE

Arnold is the sole tenant under his lease agreement and the sole authorized occupant of his apartment. Any right to a roommate or subtenant is "conditioned" on the Owners "Written Consent."

Paragraph 5 of the lease agreement provides clearly:

'Guest(s) staying over 14 days cumulative or longer during any 12 month period, **without the OWNER's written consent**... shall be considered a breach of this agreement. **ONLY** the following listed individuals and/or animals, **AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of the OWNER is obtained in advance...** (See Exhibit D)

The agreed terms of the lease are contained in the written lease agreement itself (**Exhibit D**). The written lease agreement does **not** grant to Mr. Arnold the "right" to have a roommate.

Arnold attempts to rewrite his lease agreement by unsupported assertions of his negotiations with the former landlord, Mr. Tom. But such negotiations are irrelevant and inadmissible at this stage since paragraph 34 of the Lease Agreement contains an "Integration Clause" that makes all prior statements and negotiations merge into the final written agreement.

Paragraph 34 states:

"34. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. "(Lease Agreement **Exhibit D**).

This clause makes the lease agreement the full and complete expression of the parties. No other statements or prior negotiations are admissible to change the terms of the written agreement.

Indeed, The parole evidence rule codified in California Code of Civil Procedure § 1856 and Civil Code § 1625 provide that the terms of a writing intended to be a final expression of their agreement between the parties, may not be contradicted by evidence of a prior agreement (written or oral) or of a contemporaneous oral agreement. Hence Mr. Arnold's attempt to rewrite his written lease agreement at this stage with new and unsupported claims must be rejected as a matter of law.

Since Arnold has no right to sublease his apartment under his lease agreement his claim for lost services is improper.

V. NO RIGHT TO SUBLEASE WAS EVER GRANTED

Arnold claims that the former owner allowed him to sublease during his tenancy. He states in his petition:

“Mr. Tom asked me to inform him of any roommates that might be moving in, which over the years, I did a number of times as roommates came and went.”

However, according to Mr. Tom's deposition testimony Arnold never informed him of any roommates and was never granted any right to sublease. The ability to sublease was conditional:

Q: So other than Amanda Shin, did David Arnold ever tell you anybody else that was living in the apartment at 4246 Gilbert Street?

A: No

Q. ...Did he ever send you any type of correspondence advising you that other people were living at 4246 Gilbert Street other than Amanda Shin?

A: No (A true and correct copy of portions of Brian Tom's Depo is submitted herewith as **Exhibit P** Depo Tom: p. 24:16-24)

Q. Exhibit 6 is documentsLetters that appear to be addressed to you from David Arnold regarding information regarding various subtenants. There's a Cole Wheeler, Gilles Despature...Lukas Held; Rita Manzana, Sofia Jimenez. So my question to you is did you receive these letters and correspondence from David Arnold?

A.: No

Q. so you never received any of these letters?

A: Correct (Tom Depo p. 25:5-17)

In Mr. Tom's deposition (**Exhibit P**) he was asked specifically about each of Arnold's identified roommates and with each one he denied ever knowing any of them and denied ever consenting to their becoming a tenant in his building. ²

² Q: Do you know who Cole Wheeler is?

A: I do not know any of these people. (Tom Depo: p 25: 5-17)

Q: You never authorized or gave consent for any of these people to live at your building at 4246 Gilbert Street, Correct?

A: Correct (Tom Depo: p. 25: 18-23)

Q: And then at some point in time were you advised that Amanda Shin moved out?

A: Yes

Q: and then thereafter Amanda Shin moved out. To be clear, Mr. Arnold never advised you of anybody else living at 4246 Gilbert Street other than himself?

A: That's correct (Tom Depo: p 32:5-12)

Q: Did he ever tell you that Zachary Cucinotta....was living at 4246 Gilbert Street..Well basically all of 2012?

A: No (Tom Depo: p.32:13-20)

Q: Mr. Arnold never asked consent or authority for Zachary Cucinotta to live at your apartment?...He did not, right?

A: That's correct, he did not. (Tom Depo: 32: 21 – 33:3)

Q: What about Stacey Chapple? Do you know who that is?

A: I don't know her

Q: Did Mr. Arnold ask you whether Stacey Chapple could live at 4246 Gilbert Street?

A: No he did not? (Tom Depo: p 33:7-12)

Q: Are you aware that Stacey Chapple was living at your apartment in January of 2013.

A: I did not know that she was living there (Tom Depo:33:13-19)\

Q: What about Idelle De La Pena? Do you know who that is?

A: No idea

Q: ...Do you know whether that person was living in your apartment or not in 2013.

A: I do not know that that person was living in my apartment.

Q: Did Mr. Arnold ever ask you for consent or authority for that person to live there?

A: No he did not (**Exhibit P** Tom Depo. P. 33: 21-25 – 34: 1-5)

Q: What about Claudia Bland? Do you know who that is?

A: I have no idea.

Q: Did Mr. Arnold ever ask you for authority or consent to have Claudia Bland live at your apartment at 4246 Gilbert Street?

A: No, he did not. (Tom Depo: 34:6-12)

Q: What about Justin Allison? Do you know who that is?

A: I have no idea.

Q: Did Mr. Arnold ever ask you for consent or authority for Justin Allison to live at 4246 Gilbert Street?

A: No, I did not know... he did not ask for permission. (Tom Depo: p 34: 16-25, 35: 1-3)

Q: How about Alice Provenzi? Do you know who that is?

A: I do not know.

Q: Did Mr. Arnold ever ask you for authority for Alice Provenzi to live at 4246 Gilbert Street?

A: No, he did not. (Tom Depo: p 35: 4-12)

Q: And what about Cole Wheeler? Do you know who that is?

A: No, I do not.

Q: And did Mr. Arnold ever ask you for consent or authority for Cole Wheeler to live at 4246 Gilbert Street?

A: No, he did not.

Q: What about Gilles, G-i-l-l-e-s, Despature? Do you know who that is?

A: No.

Q: Did Mr. Arnold ever ask you for consent or authority for Gilles Despature to live at 4246 Gilbert Street? (Tom Depo:p. 35: 14-25)

A: No, he did not.(Tom Depo: 36: 1-5)

Q: And what about Sofia Jimenez? Do you know who that is?

No right to sublease has been established by Mr. Arnold.

VI. O.M.C. § 8.22.070(F) DOES NOT APPLY TO LEASE INTERPRETATION

Oakland Municipal Code § 8.22.070(F) (O.M.C.) under which Arnold brings this Petition, has no application to the subleasing of an apartment unit. Nor does it relate to the definition of the term “guest”, “subtenant” “roommate” or “housemate” under the provisions of the written lease agreement in this case. The definition of these terms do not constitute “services” under the statute.

O.M.C. §8.22.010 defines “services” as “insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.” Arnold’s claimed right to sublease his apartment is not an identified “service” under the Municipal Code.

Arnold cannot rewrite his contract or convert prior negotiations to rights under his written agreement. In fact in Arnolds deposition testimony he admits no such right was ever given to him.

Q: Did Mr. Tom tell you that anytime you wanted a roommate you just needed to let him know so that he could approve of the roommate? Did he say something to that effect?

A: No (**Exhibit E** Arnold Depo. P 33:4-8)

Arnold claims in his current petition that: “Use of all three bedrooms for occupancy in my flat was an explicitly negotiated agreed to service provided by the previous owner under my lease.” (Arnold Description of Loss of Service p. 1).

But in Mr. Tom’s deposition testimony he states:

Q. So it was your understanding that the rent---the apartment would be rented to Mr. Arnold. And did you agree to allow him to have one roommate? (Tom Depo: p 17: 23-25)

A. I couldn’t agree ahead of time. I had to find out who that roommate was. I had to approve that roommate’s background, credit, employment, et cetera.

A. No, I do not.

Q. Did Mr. Arnold ever ask you for consent or authority for Sofia Jimenez to live at your apartment at 4246 Gilbert Street?

A. No, he did not. (Tom Depo: p. 36:7-16)

Q. At the time that you sold the building the subject building on Gilbert Street, in December of 2014 Mr Arnold was a tenant in your building?

A. Yes He was

Q. And do you know if Mr. Arnold had anybody else living with him at that time that you sold the building?

A. No I did not know that he had someone else living with him (Tom Depo: p 10:5-12)

Q. so as far as you knew, Mr. Arnold was occupying the apartment by himself?

A.: That’s correct (Tom Depo: p 10:13-14)

Q. So when Mr. Arnold came to look at the apartment, did he tell you that he already had a roommate that would be moving in with him?

A. He either has a roommate or had somebody in mind or he was going to look for a roommate. You have to remember, when we had this conversation, he would give me more than one answer about that. He would say either that he had somebody in mind or that he would find somebody. I don't think he was that sure himself at that point. (Exh. P Tom Depo: p. 18: 1-12)

There is no evidence of agreement other than the written lease agreement which does not grant to Arnold a right to a subtenant.

VII. ARNOLD ENGAGED IN MULTIPLE VIOLATIONS OF HIS LEASE AGREEMENT AND THE LAW

A. Violation of Zoning Ordinances

Arnold signed a lease contract in June 2010 as the "sole lessee." After his residency the Owner allowed a single roommate Amanda Shin to reside in Arnold's apartment. Thereafter no other roommate(s) were disclosed to or approved by the original Owner or subsequent Owner. Nonetheless Arnold utilized his apartment as a means of generating money for himself by renting his apartment to transient and semi transient individuals.

The subject property 4246 Gilbert Street, Oakland is Zoned as RM-2. (see zoning reference under Oakland Zoning Map **Exhibit Q**) Under Oakland's Planning Code section 17.17.010 under Mixed Housing Type Residential (RM) regulations states in pertinent part:

"The intent of the RM regulations is to create maintain, and enhance residential areas typically located near the City's major arterials and characterized by a mix of single family homes, townhouses, small multi-unit buildings and neighborhood businesses where appropriate. "

This chapter establishes land use regulations that apply specifically to RM-2 neighborhoods and specifically single family homes, duplexes, townhouses, small multi-unit buildings and neighborhood businesses. Permitted and conditionally permitted activities are listed in table 17.17.01 under section 17.17.030 of the Planning Code. The code provides that **Semi- transient (occupancy of living accommodations partly on a weekly or longer basis and partly for a shorter time period) (17.10.120) and transient habitation (lodging services to transients guests) (17.10.440)** are **PROHIBITED** in RM-2 zoned areas. (Oakland Planning Code §17.17.030). Arnold's rental of his apartment to multiple short term tenants over the period of his lease constituted a violation of the Oakland Planning Code and subjected the Owner to potential penalties and fines.

B. Operation of Apartment as Hotel

Arnold operated the subleasing of his apartment as a business for profit charging both short term and long term guests for their stay. Arnold advertised his unit for short term rental on

Airbnb as an "Oakland Gem" seeking to attract renters for profit. He made thousands of dollars from his business on an annual basis and used his apartment unit as a hotel. As such Arnold was subject to Sections 7280 and 7282.5 of the California Revenue and Taxation Code established to cover "rent received by the operator of a lodging establishment for transient accommodations." As well Oakland's new rental registration and transient occupancy tax would apply to Mr. Arnold's business. So too, Arnold was required to obtain an Oakland Business license to engage in such activities. Arnold complied with none of these regulations. Nor would the city have allowed such activities in violation of their zoning ordinances.

Neighbors of the property complained about the transient rentals on Airbnb. (**Exhibit L** Farley Depo: 132: 5-11) Arnold created a nuisance with his rentals to other neighbors, violated the law in Oakland and violated his lease agreement.

C. Multiple Breaches of the Lease Agreement

Arnold is the "ONLY" authorized occupant under his lease agreement. (see Paragraph 5 Lease Agreement **Exhibit D**). This provision was violated multiple times as Arnold ignored the lease restrictions and housed between 10-20 or more individuals at various times without the knowledge or prior written consent of the Owner.

Arnold allowed unidentified individuals in his apartment violating Paragraph 9 of the lease agreement disturbing the peace and quiet enjoyment of other residents of the building and neighbors to the property. (Deposition of Barbara Farley submitted herewith as **Exhibit L**)

Arnold allowed unidentified individuals to utilize the laundry facilities and loiter on the front of the building causing fear in the other tenants who did not recognize whether the strangers were allowed to be on the premises. This was a violation of Paragraph 10 of the rental agreement. (**Exhibit L** Farley Depo: 131: 4-21)

The building is a nonsmoking building. (see Lease Agreement **Exhibit D**) Mr. Arnold allowed individuals to smoke on the premises creating a fire hazard for other tenants and adjacent property owners. (**Exhibit L** Farley Depo: 131: 4-21)

The owner received complaints from adjacent neighbors that individuals from Mr. Arnold's unit were throwing garbage and cigarette butts on their property. (**Exhibit L**, Farley Depo: 129:10-25, 130:1-11)

Each unit is given one off street parking place. Because Mr. Arnold had multiple unidentified tenants utilizing his apartment it created parking issues for adjacent neighbors and the existing tenants. Because of the activity in Mr. Arnold's apartment it created noise, traffic and parking problems for neighbors and tenants of the Apartment.

Further there are several small children residing in the apartment with their parents. They often utilize the front lawn to play and multiple unidentified transient individuals utilizing Mr. Arnold's unit created a safety issue.

Arnold assumed no responsibility for the people he brought into his apartment and instead ignored the rules and obligations of his lease agreement and violated his lease on multiple occasions.

VIII. LANDLORD RESPONSIBLE FOR QUIET ENJOYMENT OF PROPERTY FOR ALL TENANTS.

Under California law, all tenants have the implied covenant of "quiet enjoyment" under their lease agreements. (California Civil Code, § 1927). In fact the landlord has the duty to preserve the quiet enjoyment of the premises for all tenants. (*Davis v. Gomez* (1989) 207 Cal.App.3d 1401, 1404.)

Similarly the Landlord is charged with providing a safe environment for the tenants in their buildings and once they know of a problem they are charged with "foreseeability" in not addressing problems about which they have become aware. Hence the landlord who fails to address a problem about which he is aware makes himself liable for the foreseeable consequences of his inaction in addressing the problems. (California consequential damages laws; see *Robinson v. N.Y. City Housing Authority*, 150 A.D.2d 208, 540 N.Y.S.2d 811 (1989). While a landlord is not an insurer of a tenant's safety and has no general duty to protect tenants from criminal acts of third persons, the landlord does have a duty to protect tenants from foreseeable conduct. *Ten Associates v. McCutchen*, 398 So.2d 860 (Fla. App. 1981). Cal.Civil Code. §1941.1

Arnold has repeatedly and chronically violated his lease agreement. He has endangered the other tenants in the building with transient and unidentified individuals utilizing his apartment as a rental without the knowledge or consent of the landlord. Arnolds "tenants" were under no obligation to comply with the terms and conditions of the existing lease agreement and indeed were not even aware of the provisions of the lease. They engaged in smoking, partying, littering, disturbing neighbors and tenants and created a continuing nuisance for all around Mr. Arnold's apartment. Mr. Arnold was oblivious to the complaints of neighbors and other tenants and seeks to utilize this Rental Board to rewrite his rental agreement to allow him to continue his illegal activities.

The entire concept of "consequential damages" arises out of a lawsuit caused as a direct and foreseeable result of wrongdoing. Arnold's conduct in multiple violation of both laws and breaches of his lease agreement compels the Owner to take action to stop the continued violations or become complicit in them and places the Owner in a position of liability if it does not address the problem.

Arnold has no right to subtenants in his apartment and by his multiple breaches and violations of the law cannot compel the Owner to grant him that privilege.

IX. Conclusion

In light of the prior settlement agreement, the obligations of the landlord to all tenants under law, and the prior conduct of Mr. Arnold, the Owner is under no obligation to consent to Mr. Arnold's efforts to restart activities that have violated his lease agreement in the past. This does not constitute a "reduction in service" as Mr. Arnold's ability to sublease his apartment is "conditioned" on the landlords "consent." It was never a right under his lease agreement. Mr. Arnold remains the sole authorized tenant. He continues to utilize his rental under the Lease agreement. The claim is improperly brought under the applicable Municipal Code. There has been no reduction in any services to Arnold. Arnold's claim must be rejected.

Dated: August 25, 2017

Respectfully Submitted

Barbara S. Farley

Farley Levine Properties LLC



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

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0371 Arnold v. Farley Levine Properties
PROPERTY ADDRESS: 4246 Gilbert Street, Oakland, CA
HEARING DATE: March 8, 2018
DATE OF DECISION: July 19, 2018
APPEARANCES:

David Arnold	Tenant
Barbara Farley	Owner
Michael Levine	Owner

SUMMARY OF DECISION

The tenant petition is DISMISSED.

ISSUE PRESENTED

1. Does the Rent Adjustment Program have jurisdiction to hear this case?

INTRODUCTION

The tenant filed a petition on June 25, 2017, claiming that his housing services have decreased because the owner is refusing to allow him to sublet his unit to roommates.

The owner filed a timely response, denying the allegations, and claiming that the tenant previously filed several lawsuits in Superior Court regarding his right to sublease the subject property, which resulted in a monetary settlement. Therefore, the tenant should be barred from relitigating the same issue before the Rent Adjustment Program.

A hearing was held on March 8, 2018, limited to the issue of whether the Rent Adjustment Program has jurisdiction over the tenant's claims based on the prior lawsuits about his right to sublet.

000253

EVIDENCE

At the hearing, the owner testified that the tenant previously filed two separate lawsuits in Superior Court claiming he had a right to sublet his unit to roommates. The first lawsuit, *David Arnold vs. Farley Levine Properties LLC et al Case No. RG15782101*, was filed on August 14, 2015.¹ In that case, the tenant claimed he had a right to sublet his unit to roommates, and that the owner created an uninhabitable environment during construction on the property. During the pendency of that action, he filed another lawsuit, *David Arnold vs. Farley Levine Properties LLC et al Case No. G16843593* on December 23, 2016, seeking Declaratory Relief.² In the subsequent suit, the tenant sought

“...a judicial determination and declaration of Plaintiff Arnold’s and Defendants’ respective rights and duties under the Lease Agreement, specifically, that Plaintiff Arnold is allowed under the Lease Agreement to sublet the Subject Premises to at least one subletter and that Defendants should not unreasonably refuse to permit subletting or demand an illegal rent increase in order to allow subletting.”

On April 3, 2017, the parties signed a confidential Settlement Agreement and Release of all Claims (“Settlement Agreement”) and the tenant received monetary compensation to resolve both legal actions.³ The owner argued that the release in the Settlement Agreement precludes the tenant from raising all claims “arising out of his tenancy at 4246 Gilbert Street, in Oakland, California, as alleged by Plaintiff as set forth in and arising out of the Action.” The Action (previously defined as *David Arnold vs. Farley Levine Properties LLC et al Case No. RG15782101* and *David Arnold vs. Farley Levine Properties LLC et al Case No. G16843593*) specifically raised the issue of whether “Plaintiff Arnold is allowed under the Lease Agreement to sublet the Subject Premises.”

The owner argued that the issue in the current tenant petition, namely the tenant’s purported right to sublease his unit, is identical to the issue settled in the prior two legal proceedings, and the tenant is barred from re-litigating the same issue again by the release in the Settlement Agreement.

Finally, the owner argued that the tenant petition is also barred as a matter of law based on the doctrine of res judicata. Under res judicata, a final judgment on the merits bars further claims by parties based on the same cause of action. The rationale behind the doctrine of res judicata is “[t]o preclude parties from contesting matters that they have had a full and fair opportunity to litigate, [it] protects their adversaries from the expense and vexation [of] attending multiple lawsuits, conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions.” *Montana v. United States*, 440 U.S. 147, 153-54 (1979).

¹ Exhibit 1

² Exhibit 2

³ Exhibit 3; The owner submitted this Settlement Agreement under seal to the Hearing Officer. This Settlement Agreement remains confidential and is not a public record. Disclosure of this document is only to be made to the extent necessary to hearing officers and those requiring access to issue a ruling on the tenant’s claims.

The requirement for a finding of res judicata is that the decision for which res judicata effect is sought must be a valid and final judgment. But a valid and final judgment has been interpreted by the U.S. Supreme Court to include settlement agreements. *Astoria Fed. Sav. And Loan Ass'n v. Solimino*, 501 U.S. 104, 107 (1991).

The owner argued that the purpose of the Settlement Agreement was to lay to rest the claims the tenant made in the prior lawsuits. His right to sublet to roommates was one of those claims. Therefore, his attempt to relitigate that issue here is barred by the doctrine of res judicata.

The tenant testified that the Settlement Agreement specifically states that the release "does not apply to or have any bearing or effect on any pending or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the City of Oakland Rent Adjustment Program".⁴ Therefore, he argued, based on the plain language of the Settlement Agreement, he is entitled to bring this claim before the Rent Adjustment Program.

The owner testified that the intent of that provision in the Settlement Agreement was to ensure that the agreement does not affect a pending appeal before the Rent Board of a prior Hearing Decision involving capital improvements to the subject property. In addition, it was intended to preserve the tenant's right to file future petitions for any new claims that may arise during his tenancy but the provision does not apply to the same claims that were already raised in the prior lawsuits. It was never the intent of the owner to agree to give the tenant free reign to file the same subletting claim repeatedly in different venues. The owner further testified that she would never have agreed to a substantial monetary payout if the tenant was going to continue filing claims about his right to sublet indefinitely.

The tenant argued that the prior lawsuits and Settlement Agreement only addressed past denials by the owner of his request to sublet. After settling the prior lawsuits, he submitted a new application for a roommate, in June of 2017, and the owner denied that application, stating that she did not consent to the subleasing of tenant's unit. He argued that this most recent denial of his request to sublet is not the same claim, but rather a new claim, and he is entitled to bring this new claim before the Rent Adjustment Program.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Jurisdiction of the Rent Adjustment Program

It is clear from the testimony of the parties and the evidence submitted that the tenant previously filed two lawsuits in Superior Court about his right to sublet his unit to roommates. Both of those matters were resolved via a Settlement Agreement and the tenant received a substantial monetary settlement. The tenant had a full and fair

⁴ Exhibit 3

opportunity to litigate those matters before a court and he chose to settle his claims for compensation.

The tenant is now bringing the same claim before the Rent Adjustment Program, namely, his right to sublet his unit to roommates. His argument that it is not the same claim, but rather a new claim is unpersuasive. In the prior case, *David Arnold vs. Farley Levine Properties LLC et al* Case No. G16843593, the tenant sought Declaratory Relief, essentially a declaration from the court that he is allowed to sublet his unit to at least one subletter. There is nothing in that complaint that suggests that the prior proceeding was limited to past denials of his requests to sublet and did not apply to any future requests to sublet the unit. The complaint sought a general declaration regarding his right to sublet.

In the Settlement Agreement signed by the parties, the tenant accepted a monetary payment in "full compromise, settlement and satisfaction of the Actions", and generally released the owner from all claims against the owner "arising out of his tenancy at 4246 Gilbert Street, in Oakland, California, as alleged by Plaintiff as set forth in and arising out of the Action."

The Settlement Agreement goes on to state that "It is not the intent of the parties that this Agreement affect any pending or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the City of Oakland Rent Adjustment Program". The tenant argues that this provision grants him the right to file the current petition regarding his right to sublet. The owner disagrees, arguing that the intent of this provision was to preserve the tenant's right to file future petitions for any new claims that might arise during his tenancy but the provision was not meant to apply to claims that were already raised in the prior lawsuits.

This provision in the Settlement Agreement is poorly crafted, and ambiguous with respect to whether the term "future petitions" only applies to new claims or to all claims, even those that have already been litigated. When the language of a document is unclear, we must turn to the intent of the parties to guide our interpretation. Here, the owner argues that the intent of this provision was to preserve the tenant's right to file future petitions for any *new* claims only, not claims that were already raised in the previously settled lawsuits. It was never the intent of the owner to agree to give the tenant free reign to file the same subletting claim repeatedly in different venues. The owner testified that she would never have agreed to a substantial monetary payout if the tenant was going to continue filing claims about his right to sublet indefinitely. The Hearing Officer agrees. It is not reasonable or equitable to interpret this provision as granting the tenant *carte blanche* to file the same claim regarding his right to sublet indefinitely. The Settlement Agreement precludes the tenant from raising the previously litigated claim about his right to sublet before the Rent Adjustment Program.

Additionally, the tenant's claim is barred as a matter of law by the doctrine of *res judicata*. The rationale behind the doctrine of *res judicata* is "[t]o preclude parties from contesting matters that they have had a full and fair opportunity to litigate, [it] protects their adversaries from the expense and vexation [of] attending multiple lawsuits,

conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions.” *Montana v. United States*, 440 U.S. 147, 153-54 (1979).

The tenant previously raised the issue of his right to sublet to roommates in two separate proceedings and chose to settle his claims for monetary compensation. The purpose of the settlement was to lay to rest the claims he made in those proceedings. He has had the full and fair opportunity to litigate his claims before a Court and is barred from relitigating the same claims before the Rent Adjustment Program.

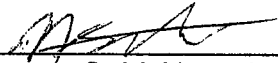
Conclusion

For the reasons stated above the Rent Adjustment Program does not have jurisdiction to hear the tenant’s claims. Therefore, the tenant petition is dismissed.

ORDER

1. Petition T17-0371 is dismissed for the reasons stated above.
2. Right to Appeal. **This decision is the Final Decision of the Rent Adjustment Program Staff.** Either party may appeal this Decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of this decision. The date of service is shown on the attached Proof of Service. If the last date to file is a weekend or holiday, the appeal may be filed on the next business day.

Dated: July 19, 2018



Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T17-0371

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

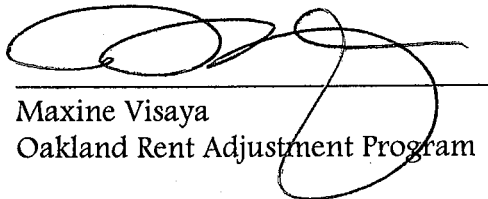
Documents Included
Hearing Decision

Owner
Barbara Farley, Farley Levine Properties LLC
7 King Avenue
Piedmont, CA 94611

Tenant
David Arnold
4246 Gilbert St.
Oakland, CA 94611

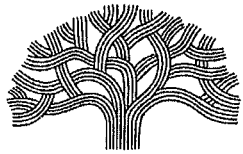
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 August 02, 2018 in Oakland, CA.



Maxine Visaya
Oakland Rent Adjustment Program

000258



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date

RECEIVED

AUG 22 2018

**RENT ADJUSTMENT PROGRAM
OAKLAND DEAL**

Appellant's Name David Arnold		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 4246 Gilbert St., Oakland CA 94611			
Appellant's Mailing Address (For receipt of notices) 4246 Gilbert St., Oakland CA 94611		Case Number T17-0371	<i>[Handwritten initials]</i>
		Date of Decision appealed August 2, 2018	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*

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.)*

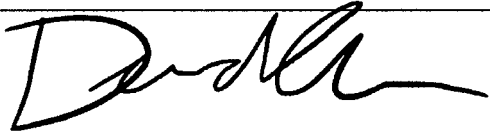
For more information phone (510) 238-3721.

- 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: 18.

• 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 August 21, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Barbara Farley, Farley Levine Properties LLC
Address	7 King Avenue
City, State Zip	Piedmont, CA 94611
Name	
Address	
City, State Zip	

	August 21, 2018
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

David Arnold
4246 Gilbert St.
Oakland, CA 94611
August 21, 2018

Appeal of Hearing Decision Case Number: T17-0371
Rent Adjustment Program

APPEAL OF HEARING DECISION CASE NUMBER: T17-0371

Dear Rent Adjustment Board,

This explanation document supports the attached appeal submission on my RAP petition T17-0371 for Decreased Housing Services. For clarity, please see the following timeline of relevant events referenced in the hearing decision regarding this case. Herein, "DA" refers to me – the petitioner and tenant. "FLP" refers to Barbara Farley and Farley Levine Properties LLC, the landlord.

	Date	Description
1.	Apr 10, 2015	FLP files Unlawful Detainer Action against DA and his housemates.
2.	Apr, 2015	DA's two housemates, Gilles Despature and Sofia Jimenez, move out.
3.	June 24, 2015	FLP denies DA request for a new housemate.
4.	Aug 14, 2015	Alameda Superior Court issues judgement in favor of DA on Unlawful Detainer action.
5.	Aug 14, 2015	DA files Complaint for Retaliatory & Wrongful Eviction Action against FLP.
6.	Dec 23, 2016	DA files Complaint for Declaratory Relief Action against FLP.
7.	Jan, 2017	Retaliatory & Wrongful Eviction Action and Declaratory Relief Actions are joined.
8.	Apr 3, 2017	DA & FLP settle and release all existing claims arising from two above complaints.
9.	June 16, 2017	DA applies, with form and process provided by FLP, for new housemates.
10.	June 17, 2017	FLP denies all housemates and possible future housemates.
11.	June 25, 2017	DA files instant petition for reduced housing services, T17-0371.
12.	July 19, 2018	Hearing officer issues hearing decision dismissing petition T17-0371.

The facts, Rent Adjustment Program policies and procedures, and OMC 8.22 support my right to petition Farley Levine Properties LLCs significant reduction in my housing services.

My case should be heard on its merits and Farley Levine Properties LLC ordered to pay back-rent for my significant and burdensome 67% overpayment of rent since June 17, 2017.

Grounds for my appeal follow:

000261

1. The hearing decision was issued on the predicate that I previously litigated the same claims I now raise for compensation, and that the doctrine of res judicata precludes me from bringing the instant claim. The evidence does not support this conclusion, and the conclusion does not follow as a matter of law.

“The tenant previously filed two lawsuits in Superior Court about his right to sublet his unit to roommates. Both of those matters were resolved via a Settlement Agreement and the tenant received a substantial monetary settlement. The tenant had a full and fair opportunity to litigate those matters before a court and he chose to settle his claims for compensation. The tenant is now bringing the same claim before the Rent Adjustment Program, namely, his right to sublet his unit to roommates.”

It is crucial to distinguish that my petition is not a claim of my right to sublet. My right or lack thereof to sublet may be critical to deciding the instant claim, but in fact my claim is that Mrs. Farley on June 17, 2017, reduced my housing services in her unreasonable refusal to allow me to move in housemates. It is a claim about a specific wrong committed by Mrs. Farley.

In April of 2017, I could not have litigated or settled any claims regarding Mrs. Farley’s behavior on June 17, 2017, as it had not yet occurred. No claims regarding her behavior on June 17, 2017 were or could possibly have been set forth in the actions previously settled.

In addition, the hearing decision’s characterization of the cases previously settled is fundamentally mistaken. The first and primary lawsuit referenced here was filed the very same day that the Court issued judgement on Mrs. Farley’s unlawful detainer action in my favor; that timing was not accidental. This lawsuit arose out of FLP’s Retaliatory and Wrongful attempt to evict me from my home.

After more than a year of litigating Mrs. Farley’s illegal attempt to evict, it became abundantly clear to all parties that my right to have housemates was critical to the question of liability. Mrs. Farley asserted that her unlawful detainer action was lawful due to the presence of my housemates being a violation of my lease agreement.

In order to clarify our respective rights under the lease agreement and better define FLP’s liability under the Wrongful Eviction case, I filed an action pleading for Declaratory Relief from the Court on my right to sublet.

Pleadings for declaratory relief are a legal strategy to support a separate claim or cause of action surrounding an existing controversy.^{1 2}

¹ “Declaratory Judgment Actions—An Effective Tool for Serious Situations”, FREDERICK W. CLAYBROOK, JR., AND J. CHRIS HAILE, 2006

² Columbia Pictures Corp. v. De Toth (1945) 26 Cal.2d 753, 760

The claims thus settled were those in the Retaliatory Eviction case: regarding damages arising out of the wrongful eviction, FLP's ousting of my housemates in April of 2015, and other related behavior.

While Mrs. Farley's actions regarding her ousting of my housemates in April 2015 and others up to April 2017 have been settled, the question of whether I have the right to sublet has *not* been adjudicated or settled. To the contrary, the settlement explicitly retains and does not modify my rights under my lease:

"The PARTIES agree that this Release does not revise, add, limit, change or have any bearing or effect on the PARTIES' agreement to be bound by the terms of the Rental Agreement and/or Lease as between PLAINTIFF and DEFENDANTS as to the Subject Premises in the PARTIES' ongoing relationship as Landlord and Tenant, respectively."

2. The hearing decision was issued on the predicate that in settling my prayer for declaratory relief in 2017 on the question of whether I was permitted to have housemates, I henceforth waived all right to make any future claim arising out of my right to have housemates. The evidence does not support this conclusion, and the conclusion does not follow as a matter of law.

The settlement agreement states:

"It is not the intent of the PARTIES that they release each other from any claims and/or defenses that they may bring in future litigation arising out of PLAINTIFF's tenancy at the Subject Premises. It is also not the intent of the PARTIES that this Agreement affect any pending or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the City of Oakland Rent Adjustment Program."

Separately, it explicitly states, with italics in the original document:

"This full and final Release does *not* apply to or have any bearing or effect on any current or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the City of Oakland Rent Adjustment Program or future litigation between the PARTIES involving the Subject Premises."

The hearing decision concludes that despite these explicit and specific disclaimers, I have waived all right to make any future claim arising out of my right to have housemates:

"It is not reasonable or equitable to interpret this provision as granting the tenant *carte blanche* to file the same claim regarding his right to sublet indefinitely. The Settlement Agreement precludes the tenant from raising the previously litigated claim about his right to sublet before the Rent Adjustment Program."

This interpretation is flawed as a matter of law because:

1. The claim itself, regarding Mrs. Farley's behavior on June 17, 2017, is not the same claim as any set forth in the actions, nor could it possibly be, as Mrs. Farley's behavior on June 17, 2017 had not yet occurred at the time of the actions.
2. When any ambiguity exists in a legal document, the doctrine of contra proferentem states that the document must be interpreted against the drafter. In this case, Mrs. Farley drafted the settlement agreement.
3. When any ambiguity exists in a legal document, the more specific language controls. The more specific language in this case is the language specifically highlighting exceptions to what is covered by the release.

The hearing decision justifies its conclusion under the assertion that the specific controlling language would "grant... the tenant carte blanche to file the same claim ... indefinitely." This is false, as such a claim could only be adjudicated to conclusion once. The settlement agreement rather retains my reasonable right to make one claim about each individual violation of my right to sublet.

Finally, the interpretation offered in the hearing decision must be rejected as unreasonable because it would render meaningless not only the aforementioned explicit provisions of the settlement agreement, but also any and all provisions of the lease agreement granting the tenant the right to sublet – thus granting Mrs. Farley carte blanche to breach the lease agreement indefinitely without fear of repercussion.

3. The hearing decision was issued on the predicate of the interpreted intent of the parties in crafting and signing the settlement agreement. However, the only evidence of that intent considered was Mrs. Farley's statements in the hearing room, while my intent was not considered. Evidence of both parties' intent contradicts Mrs. Farley's testimony.

Mrs. Farley's claim of intent during our hearing that she never would have signed the agreement had I not given up my right to sublet flies in the face of the facts: I explicitly refused to sign away my right to sublet, despite multiple negotiation attempts to have me waive those rights in settlement talks. My intent to retain my right to sublet was clear to all parties.

On November 30, 2016, Mrs. Farley and her counsel proposed a settlement³ requiring:

³ Exhibit A.

“Absolutely no other occupants allowed in unit/apt, including but not limited to subtenants, sublesees. Guests beyond 14 days are also prohibited.”

Their settlement proposal included a lease addendum document, stating:

“Tenant David Arnold agrees not to transfer, assign or sublet the premises, or any part thereof. Tenant David Arnold shall be the only occupant of the premises other than non-paying guests of less than 15 days duration.”

I did not accept.

On February 15, 2017, my legal counsel, Charles Ostertag, wrote to Mrs. Farley’s legal team and discussed their requests for me to relinquish that right explicitly. He wrote on my behalf⁴:

“The declaratory relief action was only brought about by ... the rather strange 11th-hour insistence at mediation that Mr. Arnold waive his subletting rights through a lease modification as a necessary condition to settlement (which, notably, assumes that Mr. Arnold has the right to sublet).

In light of Brian Tom's deposition testimony, there is no doubt Brian Tom agreed for Mr. Arnold to have one or more subletters...

As to the demand of having Mr. Arnold somehow agree to increase his rent in exchange for a subletter, It seems an agreement for a rent increase to "allow" subletting would be equally, if not more, susceptible to ongoing litigation than would be Ms. Farley approving the occasional subletter for Mr. Arnold. “

Ultimately Mrs. Farley chose to sign a settlement agreement that very clearly did not limit my right to sublet, limit or modify my rights under the lease agreement, or limit my right to make future claims arising out of future behavior or my rights under the lease agreement. To the contrary, I demanded the explicit clause:

“The PARTIES agree that this Release does not revise, add, limit, change or have any bearing or effect on the PARTIES’ agreement to be bound by the terms of the Rental Agreement and/or Lease as between PLAINTIFF and DEFENDANTS as to the Subject Premises in the PARTIES’ ongoing relationship as Landlord and Tenant, respectively.”

My intent in signing the settlement agreement, as testified to here and in the hearing, and as evidenced in my rejection of settlement offers, was never to waive any right to sublet I retained under my lease.

⁴ Exhibit B

Mrs. Farley's intent, as evidenced by her attempts to negotiate such a waiver but ultimate acceptance of a settlement without it, was clearly to settle the claims at hand without any modification of the existing lease agreement between us.

4. In preparing my case and defending my claims, as a layman I concluded that the plain language of the settlement agreement prohibiting its application to a Rent Adjustment Program Petition would be sufficient to allow the case to proceed on its merits.

I was unprepared for the hearing officer's decision at the time of the hearing that the only issue which would be considered was the question of jurisdiction.

While Mrs. Farley is herself a lawyer with decades of experience and the ability to craft an legal argument about the interpretation of a settlement agreement and related cases on the fly, I was set at a disadvantage in a dispute over contract law with no advance notice or counsel available, as would have been if Mrs. Farley had brought her allegations of my settlement agreement breach to the venue prescribe din the contract itself.

The rent board should therefore consider the independent opinion of expert counsel provided herein on the matter of interpreting the settlement agreement.⁵

Further, as the hearing officer opened the question of intent at the time of the hearing, with no advance notice, the rent board should consider the evidence of intent provided herein on the question of each party's intent in signing the settlement agreement.

⁵ Exhibit C

Exhibit A

CONFIRMATION OF SETTLEMENT AS A RESULT OF MEDIATION

Mediator: Steven Abern

Date: November 30, 2016

Case Name: David Arnold v Farley Levine Properties, LLC et al.

Alameda County Superior Court, Action No. RG15782101

Plaintiff(s) and defendant(s) agree that they have reached a full and final stipulated settlement of all claims arising from the above-entitled litigation including a waiver of California Civil Code section 1542. *Plaintiff/Tenant is David Arnold. Defendants/Landlord, is Farley Levine Properties, LLC and Barbara Suzanne Farley.*

The terms of settlement are:

The sum of \$ 35,000.00 shall be paid by said defendant(s) ^{by and through their carrier,} to plaintiff(s) who accept(s) said sum as full settlement of all claims for injuries and damages against said defendant(s). This settlement is not an admission of liability. *Settlement funds shall be paid 30 days upon receipt of a fully executed settlement agreement and release.*
Additional Terms: *- 1542 waiver. Completed W9 and received dismissal.*

- ~~- absolutely no other occupants allowed in unit/appt, including but not limited to subtenants, subleasees, guests beyond 14 days are also prohibited.~~
- ~~- Rent at \$1942.49 subject to rent increase per statute/ordinance~~
- ~~- mutual confidentiality and non-disparaging~~

Plaintiff(s) is/are responsible for payment of all of plaintiff's attorney's fees and all of plaintiff's medical liens and bills and will defend and hold said defendant(s) harmless therefrom. Each party shall bear their own costs. Defendant(s) will prepare a release of all claims and a request for dismissal with prejudice of the action against said defendant(s) and will forward those documents to plaintiff's attorney for execution. Upon receipt of the executed release(s) and dismissal, payment will be made as set forth above.

The parties agree that this settlement document is admissible in evidence and is exempt from the confidentiality provisions of California Evidence Code section 1119 et seq., and may be judicially enforced pursuant to Code of Civil Procedure section 664.6.

Plaintiff: _____

Name: Charles Ostertag
Attorney for and on behalf of Plaintiff
Plaintiffs' Attorney's Tax ID#:

Name: _____
On behalf of Chubb Insurance Company

Name: Helen Lee Greenberg
Attorney for and on behalf of Defendants

Additional Terms:

- LL does not waive capital improvement rent increase including but not limited to increase imposed on September 1, 2016.
- Tenant not waive challenge to rent increase including but not limited to capital improvement rent increase on September 1, 2016.
- Tenant to continue to comply with all terms of lease and rules.

000268

See Add'l sum to the lease, titled Lease Reformation, dated Nov 30, 2016, superseding Paragraphs 6 & 7 of the Lease Agreement.

LEASE ADDENDUM NO. 1

This addendum modifies the terms of the Rental Agreement and/or Lease for 4246 Gilbert Street, Oakland, California, dated May 31, 2010.

Notwithstanding Paragraphs 6 and 21 of the Agreement, Tenant David Arnold agrees not to transfer, assign or sublet the premises, or any part thereof. Tenant David Arnold shall be the only occupant of the premises other than non-paying guests of less than 15 days duration.

Landlord's remedy for breach of this term shall be an unlawful detainer action, following appropriate notice to cure or quit, in which Landlord may seek possession of the premises and reasonable attorney's fees not to exceed \$500.

Tenant David Arnold

Date

Barbara Suzanne Farley, on behalf of
Landlord Farley Levine Properties, LLC

Date

Exhibit B



David Arnold <x.darnold@gmail.com>

Email to Defense "Arnold v. Farley Levine Properties: Settlement Issues"

Charles R. Ostertag, Esq. <costertag@alamerelaw.com>

Wed, Feb 15, 2017 at 4:39 PM

To: David Arnold <x.darnold@gmail.com>, David Arnold <darnold@itasaurus.com>

Hello David,

Just getting this email out now. My apologies for the delay. I'll keep you updated regarding a response. I purposely left off the topic of money, for now.

----- Forwarded message -----

From: **Charles R. Ostertag, Esq.** <costertag@alamerelaw.com>

Date: Wed, Feb 15, 2017 at 12:37 AM

Subject: Arnold v. Farley Levine Properties: Settlement Issues

To: "Greenberg, Helen Lee" <Helen.Greenberg@lewisbrisbois.com>, "Peralta, Maria" <Maria.Peralta@lewisbrisbois.com>

PRIVILEGED SETTLEMENT DISCUSSION (California Evidence Code Sections 1152 and 1154)

Helen and Tessa,

I wanted to revisit some seeming impediments to settlement in light of the trial date continuance and our extra time.

First, regarding your recently-filed motion to consolidate--as I explained at Brian Tom's deposition some weeks ago--I am opposed to consolidation. Declaratory relief actions are entitled to trial-setting priority on the court's calendar per CCP 1062.3 through a noticed motion. I think it is in both parties' interest to determine what subletting rights exist for Mr. Arnold; however, I think it's clear Mr. Arnold has the right to sublet to at least one person.

The declaratory relief action was only brought about by: (1) Ms. Farley outright denying Mr. Arnold's request and application for a subletter after she agreed to allowed subletting (post unlawful detainer); and (2) the rather strange 11th-hour insistence at mediation that Mr. Arnold waive his subletting rights through a lease modification as a necessary condition to settlement (which, notably, assumes that Mr. Arnold has the right to sublet).

In light of Brian Tom's deposition testimony, there is no doubt Brian Tom agreed for Mr. Arnold to have one or more subletters. Helen: I recall you stating before Brian Tom's deposition that you considered Mr. Arnold to no longer have any subletting rights. If this is your position, can you please explain? As I mentioned before, if Mr. Arnold was in violation of his lease, the lease is voidable (and not void), and Ms. Farley must terminate the lease in an unlawful detainer action, which Ms. Farley failed to do.

For background, post unlawful detainer, Ms. Farley in May of 2015 invited Mr. Arnold to submit an EBRHA form to apply for a subletter with Ms. Farley's written approval. (See the attached correspondence from Ms. Farley to Mr. Arnold demonstrating the same). When Mr. Arnold submitted such a form, Ms. Farley changed her tune and outright denied Mr. Arnold the option of subletting after Mr. Arnold submitted the exact application Ms. Farley was looking for. (This subletter application is also attached to this email for your review).

For example, on June 24, 2015, Ms. Farley wrote the following email:

From: <bsuzanne7@aol.com>

Date: Wed, Jun 24, 2015 at 9:41 PM

Subject: Re: Information for possible subtenant

To: darnold@itasaurus.com

Dear Mr. Arnold:

We do not currently allow any subleasing of the units. Therefore we do not give our consent to your proposed subtenant.

Thank you for your inquiry.

000271

Barbara S Farley, Manager
Farley Levine Properties LLC

Unreasonable denial of a subletter application is wrongful when the lease permits subleasing with the landlord's written consent. *Compare* Civ. Code 1995.250 - 1995.260 (dealing with commercial tenancies, but instructive for residential ones) with Oakland Muni. Code 8.22.360.A.2 (stating "a landlord shall not endeavor to recover possession of a rental unit . . . if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s).")

As of today, Mr. Arnold is within his rights to submit a subletter application to Ms. Farley and then move in the subtenant after Ms. Farley unreasonably denies the subletter. Under the Oakland Municipal Code, Mr. Arnold would have a defense to any unlawful detainer action brought by Ms. Farley under these circumstances.

In an effort to revisit settlement, is Ms. Farley agreeable, without a rent increase, to the following:

1. Permit Mr. Arnold only one subletter; and
2. Limit the amount of rent Mr. Arnold can collect for a subletter, allowable to be increased over time only under the same terms as the Oakland Rent Ordinance

Mr. Arnold is willing to sign a lease modification to this effect. It seems to me if this subletter issue can come to terms, all current actions can be settled. As I mentioned to you before, Mr. Arnold has no short- or medium-term plans to sublet the premises out of fear that his subletter will cause a lease violation (and, hence, bring on an unlawful detainer action) while Mr. Arnold is abroad in Asia.

Lastly, as to the demand of having Mr. Arnold somehow agree to increase his rent in exchange for a subletter, I draw your attention to the Oakland Rent Ordinance, Oakland Municipal Code Section 8.22.180. This section, titled "Non-waiverability," states: "Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this chapter is waived or modified, is against public policy and void." During mediation, you were concerned that if Mr. Arnold did not sign away his subletting rights, more lawsuits could follow. While I disagree, it seems an agreement for a rent increase to "allow" subletting would be equally, if not more, susceptible to ongoing litigation than would be Ms. Farley approving the occasional subletter for Mr. Arnold.

Please advise.

Sincerely,
Charles Ostertag

--
Charles R. Ostertag
Principal Attorney

Alamere Law
802 B Street
San Rafael, California 94901
Office: 415-938-7823
Fax: 415-873-3197
costertag@alamerelaw.com

Confidentiality Notice

This email message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential, and subject to the attorney work-product doctrine. If you are not the intended recipient, any dissemination, distribution, or copying of the email or the attachments is strictly prohibited. If you received this email message in error, (1) please notify the sender immediately by replying to this email message or by telephone and (2) permanently delete this e-mail and any attachments without reading, forwarding, or saving the attachments.

2 attachments

 Arnold Subletter App_6-21-15.pdf
4208K

 Subleasing Notification_Farley Levine Prop_5-24-15.pdf

000272

Exhibit C

CLAYTOR LAW GROUP

James D. Claytor

March 13, 2018

Sent via Email only

To: David Arnold

From: James D. Claytor

Re: Settlement Agreement with Farley Levine Properties et al

You have advised that you have filed a Petition pursuant to the City of Oakland Rent Adjustment seeking to over-ride the decision by Ms. Farley, your landlord, refusing your request to have a subtenant share your leased space.

Previously, you filed two (2) civil actions against Ms. Farley, the second of which was a Declaratory Relief Complaint brought in December of 2016. In that action you sought a declaratory judgment interpreting the lease that you had signed with Ms. Farley's predecessor.

Your Complaint alleged, among other things, that the lease allowed you to sublet the property, and that in March of 2014 and November of 2015, you had done that, and also that you had given the prior owner, meaning the owner before Ms. Farley, notice of the subletting.

Then, in February of 2015, the two (2) subtenants were ousted, following which you requested that Ms. Farley consent to a further subletting, which was denied, although allegedly Ms. Farley stated that she would consent if you would agree to an increase in the rent beyond what was allowed by the City's rent control.

You refused, and filed the Complain seeking a judgment that the lease did allow you to sublet, alleging further, as is common in Declaratory Relief Complaints, that a judicial declaration of the parties' rights and duties under the lease, in particular a declaration that you were permitted to sublet, was necessary in order to avoid you being in the position of accepting subtenants, and then being faced with an unlawful detainer action.

The Declaratory Relief Complaint never went to trial, nor did the other action you had brought against Ms. Farley, of which I do not have a copy.

However, effective in March of this year, you and Ms. Farley signed a Settlement Agreement and Release of All Claims, which leads to the question you have asked:

Ms. Farley is objecting to your Petition filed with the City seeking, as I understand it [not having seen a copy], an order or ruling from the City that you may sublet. Ms. Farley is claiming that the above Settlement Agreement and Release of All Claims extinguished your right to now claim, meaning after the earlier actions were settled and dismissed, the effect of that was to bar any claim you might make after the settlement that the lease gave you the right to sublet.

Your question is whether or not the Settlement Agreement and Release of All Claims does, as Ms. Farley argues, cut off your right to claim that you now have the right to sublet.

To begin, and as I said, it is very common for parties, when settling disputes that have ripened into a civil action to sign a release that provides, in general terms, that in consideration of what one side is giving, the other side releases all claims, demands etc that were made in the operative pleadings or, even if not plead, if the claims, demands arose prior to the date of the settlement. A standard release goes on to provide that the release of the claims/demands not only includes those which the releaser knew about but also any unknown claims/demands. However, because of a statute in California, Civil Code Section 1542, which is recited in your Settlement Agreement, a party cannot give a release of unknown claims, loosely referred to as a general release, if the unknown claims, had the releaser known about them, would have impacted the decision to settle. The party who wants the release gets around that by reciting Section 1542 in the Release, and then adding that the party who is giving up the claims "waives" any rights under that Section.

That verbiage is included in the document you and Ms. Farley signed, so even if you did not know of a claim at the time you signed, it is gone.

But, and getting back to the language that one sees in releases, at times a party who is giving the consideration not only wants a release from claims, both known and unknown, that were plead in any pleading by the other side and/or which existed as of the date of the release, the party wants even "future" claims to be precluded.

As I mentioned over the phone, this kind of expansive release is not common, and courts will not, so to speak, bend over backwards to interpret the wording of a release to include future claims unless that was the clear intent as measured by the words of the release.

How does your release stack up in that regard?

The second recital on the first page of the settlement document, and I will abbreviate here, states that you, in consideration of the payment of \$35,000, accept the payment in “full compromise, settlement and satisfaction of the Actions”, and that further, you generally release Farley et al from every claim etc which you and your successors or assigns,

“...can, shall or may have against any of the DEFENDANTS arising out of his [your] tenancy...as alleged by PLAINTIFF as set forth in the Actions...”

If one stopped right there, an argument might be made that even a future claim by you regarding what you claim is the correct interpretation of the lease is gone:

The argument would be that, because the release extends to claims that you “may have”, as set forth in one the actions you brought against Ms. Farley, the document should be construed to bar future claims re whether the lease allowed subletting because, you alleged in the Complaint #RG16843593 that the lease should be interpreted as allowing subleasing, and thus such claim, even one that might arise in the future, was one that you “may have”, which was “set forth in the Actions”, and thus was extinguished.

Frankly, I would consider this argument a stretch if that was where the analysis stopped, meaning even though paragraph 12 of the document, a standard clause that provides that in the event of an ambiguity the document will not be construed “against” one party, what in the Latin is referred to as a *contra preferentum clause*, the document is, in my view, subject ambiguity with respect to whether it was the intent of the parties that future claims would be barred.

However, the analysis does not stop here: The fourth recital on the first page reads;

“It is not the intent of the PARTIES that they release each of her from any claims and/or defenses that they may bring in future litigation arising out of PLAINTIFF’S tenancy at the Subject Premises. It is also not the intent of the parties that this Agreement affect any pending or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the city of Oakland Rent Adjustment Program.”

March 13 2018

Page 4 of 5

Moreover, in # 2 of the Release, it states that,

“The PARTIES agree that this release does not revise, add, limit, change or have any bearing or effect on the PARTIES’ agreement to be bound by the terms of the Rental Agreement and/or Lease as between PLAINTIFF and DEFENDANTS as to the Subject Premises, in the PARTIES ongoing relationship as Landlord and Tenant, respectively.”

Finally, in # 3 of the release, the clause that pertains to Section 1542 and the release of all claims whether known or unknown [as discussed above], it states that you warrant that this is full and final release of all unknown claims, including,

“...all claims now existing or arising out of the Actions, including those known or disclosed. This full and final release does *not* apply or have any bearing or effect on any current or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the City of Oakland Rent Adjustment Program or future litigation between the PARTIES involving the Subject Premises....”

Notwithstanding the above language in the Settlement Agreement, Ms. Farley has argued that a release of “all claims now existing or arising out of the Actions” should be interpreted to mean that any future claim by you that you are allowed to sublet should be barred because the claim in your Declaratory Relief action was just that.

However, the three (3) passages in the Settlement Agreement above, in my view, unequivocally state that no future claims you might have re the meaning of the lease, and in particular, any petition you might file with the City, are precluded by the Settlement Agreement, is barred.

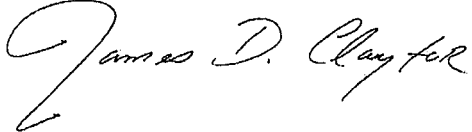
Therefore, and in conclusion, I would expect any lawyer, hearing officer or judge who was presented with the above argument made by Ms. Farley would find that your current claim is not barred by either your earlier action or the Settlement Agreement which resolved same.

Please let know if I can be of any further assistance.

000277

March 13 2018
Page 5 of 5

CLAYTOR LAW GROUP, PC

A handwritten signature in cursive script that reads "James D. Claytor". The signature is written in black ink and is positioned below the printed name of the law firm.

James D. Claytor

000278

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2018 AUG 29 PM 4:07

Farley Levine Properties LLC

7 King Avenue
Piedmont, CA 94611
510-652-8291
Bsuzanne7@aol.com\

August 29, 2018

RESPONSE OF OWNER TO TENANT APPEAL

File Name: Arnold v. Farley Levine Properties LLC
Property Address: 4246 Gilbert Street Oakland, CA 94611
Case Number: T17-0371
Hearing Date: March 8, 2018
Date of Decision July 19, 2018
Date Owner Served: August 27, 2018
Hearing Date: No Hearing Date Set as of this filing.

This Response is submitted by Farley Levine Properties LLC (Farley Levine or Owner) to Mr. David Arnold's (Arnold) APPEAL of the Rental Board Decision of July 19, 2018 denying his claim against the Owner for a "reduction in services" at his rental unit, 4246 Gilbert Street, Oakland, California.

I. INTRODUCTION

This is an appeal from a ruling by the Rental Board holding Mr. Arnold's claimed "right to sublet" his apartment is barred by the doctrine of *res judicata* and *collateral estoppel* as having been litigated and settled in prior legal proceedings. The claim cannot be resurrected by the Rental Board under Arnold's claim of "reduction in services."

The first lawsuit, *Farley Levine Properties LLC v. David Arnold* Case No. RG15765923 was an unlawful detainer action filed April 10, 2015 by the owner, (see Exh. A to Owner's Opposition to Petition) against Mr. Arnold for housing two unauthorized and unidentified individuals in his apartment without the knowledge or written consent of the Owner. The case was dismissed on technical grounds for lack of proper notice, but Mr. Arnold moved the tenants out before a second action could be brought.

Thereafter, on August 14, 2015, Arnold filed a new lawsuit, *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 (see Exh. B to Owners Opposition to Petition) against Farley Levine Properties and the owner manager Barbara Farley claiming he had a right to have roommates in his apartment, and that the Owner had created an uninhabitable situation repairing his front porch from dry rot.

During the pendency of the second action, on December 23, 2016, Arnold filed a Second lawsuit *David Arnold vs. Farley Levine Properties LLC et al* Case No G16843593 for Declaratory Relief seeking:

“... a judicial determination and declaration of Plaintiff Arnold’s and defendant’s respective rights and duties under the Lease Agreement. Specifically, that Plaintiff ARNOLD is allowed under the Lease Agreement to sublet the Subject Premises to at least one sub letter and that Defendants should not unreasonably refuse to permit subletting or demand an illegal rent increase in order to allow subletting.” (See Exhibit C to Opposition to Petition)

Arnolds’ claims were unsupported by the evidence and resulted in his settlement, “release, and hold harmless agreement against Farley Levine Properties from all claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities etc. of every kind and character whatsoever.”

Nonetheless, ignoring the release Arnold filed the instant proceeding before the Rental Board seeking a different result asserting again his “right” to sublease his unit claiming this time that by denying his application to sublease his unit the owner had “reduced his housing services” in violation of Municipal Code § 8.22.070(F). This ordinance does not apply.

Arnold argued before the Rental Board that his claim was not the same as that litigated in the three prior court proceedings and makes the same argument on appeal. Except he admits “**My right or lack thereof to sublet may be critical to deciding the instant claim**” (emphasis added). Nonetheless he goes on to assert that he really is attacking the “behavior” of the owner in “that Mrs. Farley on June 17, 2017, reduced my housing services in her unreasonable refusal to allow me to move in housemates.” (Appeal Brief p. 2 ¶ 3). His “right” to sublet was in fact settled in the prior litigation. His re-characterization of the same claim in terms of the “behavior” of the Owner is a transparent attempt to re-litigate the claimed right to sublease his apartment. It is the same claim between the same parties and is barred by the doctrines of *res judicata* and *collateral estoppel*.

II. FACTS

Arnold has had three opportunities to take to court his claim of “right” to sublet his unit under his lease agreement. In fact, the reason Arnold settled his claim was that the law and facts did not support it.

The evidence overwhelmingly showed that Arnold had abused his lease, during his tenancy, ignored the required consent of the landlord to add additional tenants in his unit and without knowledge or consent of the Landlord set up a business on Air BNB renting out his apartment to transient and semi transient individuals over the course of his tenancy.

As set forth in the Owners Opposition to Arnolds Petition Arnold admitted in discovery in *David Arnold vs. Farley Levine Properties LLC et al* Case No RG15782101 that he had subleased his apartment to 10 separate individuals and rented on multiple occasions to individuals on shorter stays, generating income to himself of over \$50,000.00 all without the knowledge or consent of the Landlord. Nor did Arnold obtain an Oakland business license or seek to comply with local zoning laws which would have precluded his activities.

Simply put, Arnold operated an illegal business of collecting income with his rental unit without the consent or knowledge of the Owners or the City.

When his illegal activity was brought to an end by the new owner, Arnold brought multiple lawsuits asserting his right to sublet his unit. Neither the law nor facts supported Arnolds claim and his own violations undermined his case such that his attorney advised settlement.

The settlement would not have been reached but for Arnolds "release and hold harmless agreement against Farley Levine Properties from all claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities etc. of every kind and character whatsoever." The claim raised in this Appeal is the same claim already waived and released by the prior settlement. It is barred, and the Rental Board has no jurisdiction to resurrect it.

III. ARNOLD'S CLAIM IS BARRED

In his first argument Arnold attempts to re-characterize his claim not as a "right to sublet" but as a claim against the Owner for her "behavior" in refusing to allow [him] to move in housemates." Arnold asserts that this was a "new" application unrelated to his prior litigation. He complains further that his two prior lawsuits, one for "wrongful eviction" and the other for "declaratory relief" related only to the then existing controversy, and his "right to sublet has not been adjudicated [*sic*] or settled." (Arnold Appeal p 2-3). Mr. Arnold is wrong.

Res judicata also known as "claim preclusion", refers: in both civil law and common law legal systems to cases in which there has been a final judgment or settlement and is no longer subject to appeal. The legal doctrine bars or precludes continued litigation of a case on the same issues between the same parties. The issue here is the same. Arnolds right to sublet has been settled and new claims on that issue are barred by the settlement.

The very nature of Arnold's prior litigation brought into focus his claimed right to sublet his apartment. By virtue of Arnold's settlement, he has waived his right to re-litigate that issue. Mr. Arnold did not take the matter to trial, did not seek a court adjudication of that issue, did not appeal any ruling and did not challenge the settlement agreement but pocketed the settlement cash. If the matter was not put to rest the owner would not have settled.

In Arnold's original Declaratory Relief action (Exh D to Owners Opposition) Arnold prays for:

"A declaration of the rights and responsibilities of the parties with respect to Plaintiff Arnold Subletting the subject premises under the lease Agreement, specifically Plaintiff Arnold Seeks a judgment that plaintiff Arnold is allowed to sublet the subject premises under the Lease Agreement..." (Complaint for Declaratory Relief p 5:14-28).

In this Rental Board application Arnold seeks a ruling that a denial by the landlord of his application for a subtenant constitutes a "reduction in services." His re-characterization of the same issue does not create new rights in Arnold. The Rental Board's finding that it is "neither reasonable nor equitable to interpret the settlement agreement provisions to grant the tenant carte blanche to file the same claim regarding his right to sublet indefinitely" simply restates the law on this subject.

IV. SETTLEMENT AGREEMENT PRECLUDES RE-LITIGATION

Mr. Arnold argues on appeal that the Settlement Agreement does not preclude his re-litigation of his alleged right to sublease his unit because the settlement agreement states that:

“It is not the intent of the PARTIES that they release each other from any claims and/or defense that they may bring in future litigation arising out of PLAINTIFF’S tenancy at the Subject Premises. It is also not the intent of the PARTIES that this Agreement affect any pending or future petitions filed with the City of Oakland Rent Adjustment Program or hearings before the City of Oakland Rent Adjustment Program.”

At the time of the settlement the Owner and Arnold had pending before the Rental Board a challenge to a rental increase because of Capital Improvements. It was not intended that the settlement impact that pending appeal or preclude future challenges by Arnold who remained a tenant in the premises. BUT as to issues litigated and now settled those issues were and are now foreclosed from further litigation. To believe otherwise would be to make null and void the entire legal principal of *res judicata* and *collateral estoppel* which precludes the re-litigation of the same issues between the same parties.

Arnold argues further that the landlord’s “behavior” in denying him the right to sublease his unit is not the same as his claim of right to sublease his unit. This is a distinction without a difference and nonsensical. Arnold argues that his recent application to sublease had not occurred at the time of the prior settlement and hence the claim is “new.” But the issue is the same. His right to sublease has already been resolved by his own settlement.

Arnold next states that “where an ambiguity exists in a legal document ...*contra proferentem*” requires the document be interpreted against the drafter. He claims that the Owner was the drafter of the settlement agreement. This statement is false. Both parties were represented by independent counsel, underwent formal mediation before a third legal counsel and the settlement was the result of arm’s length negotiations. The owner was not the drafter of the agreement.

Arnold can’t keep the benefits of the settlement agreement with no obligation to comply with its provisions. In a bizarre rationale for his claim Arnold next states: “The settlement agreement rather retains my reasonable right to make one claim about each individual violation of my right to sublet.” In other words, Arnold can keep re-litigating the same issue over and over again each time he submits an application to sublease.

Fortunately, the law does not work that way. If it did there would never be an end to any litigation. ‘The doctrine of *res judicata* rests upon the ground that the party to be affected has litigated or had an opportunity to litigate the same matter in a former action in a court of competent jurisdiction and should not be permitted to litigate it again to the harassment and vexation of his opponent. Public policy and the interest of the litigants alike require that there be an end to litigation.’ “(*Needleman v DeWolf Realty Co., Inc* (2015) Appeal 1711430, Cal App. ; *Fairchild v. Bank of America* (1958) 165 Cal.App.2d 477, 482, italics added.)

In the Court of Appeal case of *Needleman v DeWolf Realty Co Inc.*, a tenant entered into a lease agreement with DeWolf Realty Co for an apartment in San Francisco. After the lease

expired the tenant continued on a month to month basis. In December 2011 the Landlord served a three-day notice on the Tenant alleging that Needleman violated the terms of the lease agreement by harassing other tenants in the complex. The tenant answered the complaint in January 2012. The parties thereafter entered into a settlement agreement that included the right to pursue a stipulated judgment on 24-hour notice that the tenant was required to comply with the lease, that Tenant waived any claims he had, and that tenant agreed that any property left in the unit would be deemed abandoned.

In May 2012 Landlord notified Tenant that it was moving *ex parte* to enter a stipulated judgment for possession against the tenant for violating the settlement agreement. Tenant failed to appear at the hearing. The tenant was locked out. The Tenant then moved to set aside the judgment which was denied. The court holding the settlement agreement was sufficient to enter judgment against the tenant. Tenant appealed, and the Appellate Court affirmed the lower courts Judgment.

The tenant then filed a new lawsuit against the Landlord with claims were largely based on issues that were raised during the unlawful detainer proceeding. After several motions the court dismissed Tenant's case finding his claims were barred by *res judicata* and the settlement agreement. Tenant appealed asserting his claims were not barred by the judgment or the settlement agreement because the settlement agreement violated constitutional protections and the 24-hour notice for the *ex parte* hearing was insufficient. The Court of Appeal held the claims barred by the doctrine of *res judicata* because the tenant had an opportunity to litigate the matter. The Court found that although no trial ever occurred the mere fact that the Tenant filed an answer and chose to settle the matter was sufficient to trigger *res judicata* of the claims. Further he chose not to appear, so his due process rights were not violated.

Arnolds argument that the Rental Board's hearing decision must be rejected as unreasonable because it would render meaningless not only the ...explicit provisions of the settlement agreement but also any and all provisions of the lease agreement granting the tenant the right to sublet" (Appeal p. 4 ¶ 4) is incorrect. Arnold retains all of his rights under his lease and settlement agreements. He simply cannot relitigate issues that were raised and litigated in those proceedings again. Arnold had the opportunity to litigate his alleged "right to sublet" under his lease and chose instead to settle his claim. Arnold as well had the opportunity to carve out exceptions in the settlement agreement preserving his right to re-litigate his right to sublet but chose not to include such provision. As the Court of Appeal stated in *Needleman supra*, "*the mere fact that the Tenant filed an answer and chose to settle the matter was sufficient to trigger res judicata of the claims.*"

V. EVIDENCE OF SETTLEMENT DISCUSSIONS INADMISSIBLE

Mr. Arnold next attempts to bring in partial evidence of negotiations of the parties for the settlement agreement, but the submissions are incomplete, and do not reflect the positions of the parties in settlement and may not be submitted or considered by this Board. All such submissions are inadmissible and barred by Evidence Code § 1152 which states:

"...Other than as may be admitted in an action for breach of the covenant of good faith and fair dealing or violation of subdivision (h) of Section 790.03 of the Insurance Code, evidence of settlement offers shall not be admitted in any proceeding...on appeal."

Further Mr. Arnold improperly seeks to rewrite the settlement agreement by attempting to introduce evidence of negotiations altering the meaning of the agreement he signed. California's Parole Evidence Rule, Cal. Code of Civil Procedure §1856 precludes any such submission. The Code states:

(a) Terms set forth in a writing intended by the parties as a final expression of their agreement with respect to the terms included therein may not be contradicted by evidence of a prior agreement or of a contemporaneous oral agreement.

Section 1625 of the Civil Code further provides: "The execution of a contract in writing, whether the law requires it to be written or not, supersedes all the negotiations or stipulations concerning its matter which preceded or accompanied the execution of the instrument."

The parole evidence rule is a principle that preserves the integrity of written documents or agreements by prohibiting the parties from attempting to alter the meaning of the written document through the use of prior and/or contemporaneous oral or written declarations that are not referenced in the document.

Terms of a contract are commonly proposed, discussed, and negotiated before they are included in the final contract. When the parties to the negotiations do put their agreement in writing and acknowledge that the statement is the complete and exclusive declaration of their agreement, they have "integrated" the contract. The parole evidence rule applies to integrated contracts and provides that when parties put their agreement in writing, all prior and contemporaneous oral or written agreements merge in the writing. Courts do not permit integrated contracts to be modified, altered, amended, or changed in any way by prior or contemporaneous agreements that contradict the terms of the written agreement. Mr. Arnolds submissions are in contravention of this rule and are inadmissible in this proceeding.

VI. OPINIONS INADMISSIBLE AS USURPING POSITON OF BOARD

In his final argument, Arnold asserts that in preparing his case for submission to the Rental Board he was unprepared at the hearing that the only issue that would be decided was the issue of "jurisdiction." (Appeal p 6 ¶ 3). He claims he had no advance notice or counsel available to assist him in dealing with the Rental Board's determination not to take evidence, but to rule on the preclusive effect of *res judicata*.

Mr. Arnold's argument is disingenuous. Mr. Arnold filed his claim before the Rental Board on June 25, 2017. The Owner filed its Response on August 25, 2017 and specifically raised in its first argument:

"The "action" settled by Mr. Arnold was *David Arnold vs. Farley Levine Properties LLC et al Case No G 16843593* and *David Arnold vs Farley Levine Properties LLC et al Case No RG 15782101* specifically raised the issue whether "Plaintiff ARNOLD is allowed under the Lease Agreement to sublet the Subject Premises." The fact that Arnold has raised this issue in two separate proceedings and failed to pursue the claim but settled the claim for compensation precludes him here from re-litigating these very same issues before the Rental Board or in any other proceeding." :(Owners Opposition p. 9 ¶ 7)

The doctrine of *res judicata* is thereafter fully discussed and sets forth in detail why Arnold is precluded from proceeding. (See Opposition to Petition pp. 9-10)

Arnold had 7 months between the time of filing the Owners opposition to review, analyze, confer with counsel, study, and or research the Owners objections as well as prepare for the hearing that was not held until March 8, 2018 on his Petition.

A. Improper Opinion Testimony Offered

Mr. Arnold next claims disadvantage because of “no advance notice” of the Owners position. As stated above, Mr. Arnold had 7 months to address the Owner’s position. Nonetheless Arnold asks the Rental Board to consider the opinion of “expert counsel on the matter of interpreting a settlement agreement.”

Owner objects on multiple grounds and moves *in limine* for the exclusion of the submission by Arnold of an opinion by his attorney regarding interpretation of the meaning of the settlement agreement which bars Arnolds recovery. First, expert opinion testimony is inadmissible on issues that are considered questions of law or how a contract should be legally interpreted. (CCP § 2034; *People v. Torres* 33 Cal. App. 4th 37, 45-46 (1995) *Cooper Companies v. Transcontinental Ins. Co.* (1995) 31 Cal. App. 4th 1094, 1100 (expert’s interpretation of the meaning of a contract is inappropriate). Brian D. Chase, *Expert Witnesses and Motions in Limine*,). Here Mr. Arnold seeks to supplant the opinion of the Rental Board, by submitting third party opinion on how this body should rule. It is the job of the Rental Bard to interpret the law on the matter before it. The submission is inappropriate, inadmissible and irrelevant.

There are additional multiple grounds for objection to admission of Mr. Claytor’s written opinion which include: (1). He is not a qualified expert; (2) has no particular focus or expertise in any subject; (3) no experience or expertise in landlord tenant law; (4) he has not been disclosed as an expert; and (5) he should know, as an attorney, that his opinion testimony is precluded from consideration by the Rental Board. CCP § 2034; CCP § 2034(j)(1); *Kalaba v. Gray*, 116 Cal. Rptr. 2D 570; *C.C.P.* § 2034(f)(2)(B). *Bonds v. Roy*, 20 Cal. 4th 140, 147 (1999).

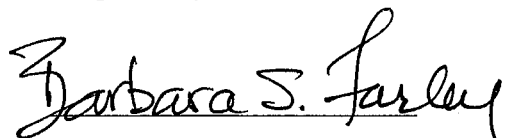
Arnold has failed to comply with any of the rules regarding use of expert testimony and admits that he is offering the opinion “interpreting the settlement agreement” which is precluded as a matter of law. As such the submission of opinion testimony by Mr. Claytor must be excluded.

VII. CONCLUSION

For each and all of the foregoing reasons the Rental Board Hearing Officers ‘ruling should be affirmed.

DATE: August 29, 2018

Respectfully Submitted



Barbara S. Farley, Owner/Manager
Farley Levine Properties LLC

**CITY OF OAKLAND, CALIFORNIA
RENT ADJUSTMENT PROGRAM**

PROOF OF SERVICE

File Name: Arnold v. Farley Levine Properties LLC

Property Address: 4246 Gilbert Street Oakland, CA 94611

Case Number: T17-0371

Appeal Hearing Date:

I, the undersigned, declare that I and was at the time of service of papers herein referred to, over the age of eighteen years and not a party to the within action. My Address is 1052 Park Lane, Piedmont, California 94610. On August 29, 2018 I served the following document(s).

RESPONSE OF OWNER TO TENANT APPEAL

on the parties as shown below:

David Arnold
4246 Gilbert Street
Oakland, California 94611

 BY FACSIMILE [Code Civ. Proc sec. 1013(e)] by sending a true copy from The Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's facsimile transmission telephone number (510- 652-9592) to the fax number(s) set forth below, or as stated on the attached service list. The transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine.

I am readily familiar with the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC's practice for sending facsimile transmissions, and know that in the ordinary course of the Offices business practice the document(s) described above will be transmitted by facsimile on the same date that it (they) is (are) placed at the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC for transmission.

X **BY U.S. MAIL [Code Civ. Proc sec. 1013(a)]** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as follows, for collection and mailing at the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC ,

7 King Avenue, Piedmont, California 94611 in accordance with the Offices ordinary business practices.

I am readily familiar with the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's practice for collection and processing of correspondence for mailing with the United States Postal Service, and know that in the ordinary course of the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's business practice the document(s) described above will be deposited with the United States Postal Service for collection and mailing on the same date that it (they) is (are) placed at the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's with postage thereon fully pre-paid.

BY OVERNIGHT DELIVERY [Code Civ. Proc sec. 1013(d)] by placing a true copy thereof enclosed in a sealed envelope with delivery fees provided for, addressed as follows, for collection by UPS 6114 LA SALLE AVE OAKLAND, CA 94611 in accordance with the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's ordinary business practices.

I am readily familiar with the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's practice for collection and processing of correspondence for overnight delivery and know that in the ordinary course of the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's business practice the document(s) described above will be delivered to an authorized courier or driver authorized by UPS's Overnight to receive documents on the same date that it (they) is are placed at the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC ' for collection.

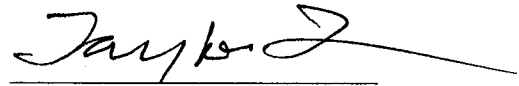
BY PERSONAL SERVICE [Code Civ. Proc sec. 1011] by placing a true copy thereof enclosed in a sealed envelope addressed as follows for collection and delivery at the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC ', causing personal delivery of the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's practice for the collection and processing of documents for hand-delivery and know that in the ordinary course of the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's business practice the document(s) described above will be taken from the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's and hand-delivered to the document's addressee (or left with an employee or person in charge of the addressee's office) on the same date that it is placed at the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC .

BY ELECTRONIC SERVICE [Code Civ. Proc sec. 1010.6] by electronically mailing a true and correct copy through the Offices of Barbara S. Farley, manager to FARLEY LEVINE PROPERTIES LLC 's electronic mail system to the e-mail address(s) set forth below, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6.

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

Executed this 29th day of August 2018



Taylor E. Ferris