

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

**NOVEMBER 8, 2018**

**7:00 P.M.**

**CITY HALL, HEARING ROOM #1  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA**

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
  - a. Approval of Minutes
    - i. October 11, 2018
  - b. Minutes available for Review
    - i. October 4, 2018
    - ii. October 18, 2018
4. OPEN FORUM
5. OLD BUSINESS
6. NEW BUSINESS
  - a. Appeal Hearings in:
    - i. L17-0103, JDW Enterprises, Inc. v. Tenants
    - ii. T17-0468, Ramirez et al. v. Fanfu Investment
    - iii. T17-0198, Hernandez v. Fanfu Investment  
T17-0200, Arcos v. Sun  
T17-0204, Garcia et al. v. Sun  
T17-0207, Nuno v. Sun

## 7. SCHEDULING AND REPORTS

- a. Memo to Board regarding Request for Clarification of Board Action in L16-0094, Wiebe v. Tenants

## 8. ADJOURNMENT

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

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

會場有適合輪椅出入設施。需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) 或致電 (510) 238-3715 或 711 California relay service。請避免塗搽香氛產品。參加者可能對化學成分敏感。

**Service Animals/Emotional Support Animals:** The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use service animals or emotional support animals. If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform. If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care. Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

**CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
Meeting  
October 11, 2018  
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 7:08 p.m. by Board Chair Robert Stone

**2. ROLL CALL**

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
U. Fernandez	Tenant	X		
D. Mesaros	Tenant			X
T. Hall	Tenant Alt.			X
Ed Lai	Homeowner Alt.			X
R. Stone	Homeowner	X		
M. Cook	Homeowner			X
J. Warner	Homeowner			X
K. Blackburn.	Homeowner Alt.		X	
K. Friedman	Landlord	X		
B. Scott	Landlord Alt.	X		

Staff Present

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

**3. CONSENT ITEMS**

a. Board Minutes, September 27, 2018

R. Stone moved to approve the minutes with changes suggested by J. Warner- remove the bold type from Bate stamp 5; remove "concerning the three options presented" on Bate stamp 7; and changes suggested by K. Friedman, add space between and/which on Bate stamp 6; that members who left at 10:00 p.m. were excused. K. Friedman seconded.

In L16-0094, Wiebe v. Tenants, the -final determination is withheld until the next full Board meeting to determine whether there was a quorum and whether the vote was valid or the matters needs to be re-visited, pending advice from the City Attorney's office. The Board voted as follows:

Aye: U. Fernandez, K. Friedman, R. Stone, B. Scott  
Nay: 0  
Abstain:

The motion was approved by consensus.

#### OPEN FORUM SPEAKERS

4. James Vann

#### 5. NEW BUSINESS

A. Hearing in appeal cases:

i.

a. L17-0061, Feiner v. Tenants

Appearances: Joshua Safran      Owner Appellant Representative  
                  Michael Feiner      Owner Appellant  
                  No appearance by Tenants

The hearing decision granted an exemption based on new construction for units B and C. The owner appealed from the portion of the hearing decision which denied a certificate of exemption based on new construction and substantial rehabilitation for unit A.

The owner contended that he was given contradictory and ambiguous information, and was denied a full opportunity to present his case; that the subject unit was a single family residence under Costa-Hawkins and remains an exempt unit; that it does not lose its exempt status by developing additional dwelling units. The lower floor of the house was raised and two units were created on the bottom floor.

They added two units to a single family home. It is still exempt. The two lower units already are exempt. It may be considered as a triplex which is a new unit.

The Board discussed whether the owner built a triplex or whether the single family residence exemption applies when secondary units are added.

The Owner stated that he spent far in excess of the 50% of new construction costs for 1,310 square feet, or \$94,621.00. The owner stated he has receipts for \$460,000 and

over \$125,000 for unit A. There was nothing in the ordinance that required any specific evidence. The owner stated that he asked if anything further was needed and the hearing officer was dismissive and did not provide an opportunity to submit additional documents.

The Board discussed whether the case should be remanded for a further evidentiary hearing regarding substantial rehabilitation.

U. Fernandez moved to affirm the hearing decision based on substantial evidence. R. Stone seconded. R. Stone withdrew his second. The motion failed.

B.Scott moved to affirm the hearing decision regarding units B and C and remand the case for reconsideration on new construction and substantial rehabilitation and whether Costa-Hawkins exempts unit A or the entire structure? R. Stone seconded. The Board voted as follows:

Aye: R. Stone, B. Scott  
No: U. Fernandez, K. Friedman  
Abstain: 0

The motion failed. There was confusion about the consequences of the vote. R. Stone withdrew his vote. K. Friedman moved to vacate the vote. R Stone seconded. The Board voted as follows:

Aye: R. Stone, B. Scott, K. Friedman  
No: U. Fernandez,  
Abstain: 0

The motion carried.

K. Friedman moved to affirm the decision regarding units B and C, and remand to the hearing officer for unit A regarding new construction and substantial rehabilitation only. R. Stone seconded. B. Scott offered a friendly amendment that this case is not precedent setting.

The Board voted as follows:

Aye: R. Stone, B. Scott, K. Friedman  
No: U. Fernandez,  
Abstain: 0

The motion carried.

b. T17-0205, Ogden v. Chalan

No appearance by owner appellant.

U. Fernandez moved to dismiss the motion pending a showing of good cause. R. Stone seconded.

The Board voted as follows:

Aye: U. Fernandez, R. Stone, K. Friedman, B. Scott  
Nay:  
Abstain:

The motion was approved by consensus.

c. T17-0549, T17-0523, Beasley v. Horejsi

Appearances: Michael Horejsi      Owner Appellant  
                  Linda Beasley        Tenant Appellee  
                  Satchidananda Mims Tenant Appellee

The owner appealed from a decision which granted restitution for decreased housing services regarding heat, the bathtub and window sceens. There was a court stipulation between the parties concerning repairs. The owner appealed on the following grounds:

- The decision is not supported by substantial evidence;
- The decision is inconsistent with decisions of other hearing officers;
- The decision denies him a fair return on his investment.

After questions to the parties and Board discussion R. Stone moved to remand the decision to the hearing officer to determine the following:

- Does RAP have jurisdiction regarding this petition or has the Superior Court assumed jurisdiction based on the court stipulation?
- If there is overlapping jurisdiction, what is the impact of the Superior Court dismissal?
- Is the court stipulation between the parties a waiver of RAP jurisdiction?

B. Scott seconded.

The Board voted as follows:

Aye: U. Fernandez, R. Stone, K. Friedman, B. Scott  
Nay: 0  
Abstain: 0

The motion was approved by consensus.

## 7. SCHEDULING & REPORTS

None

## 8. ADJOURNMENT

B. Scott moved to adjourn the meeting. R. Stone seconded. The meeting was adjourned by consensus at 9:15 p.m.

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

**PANEL MEETING  
October 4, 2018  
7:00 p.m.  
City Hall, Hearing Room #1  
One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

The HRRRB Panel was called to order at 7:01 p.m. by Panel Chair, Mary J. Cook.

**2. ROLL CALL**

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Ubaldo Fernanez	Tenant	X		
Mary J. Cook	Homeowner	X		
Karen Friedman	Owner	X		

Staff Present

Kent Qian	Deputy City Attorney, Office of the City Attorney
Linda M. Moroz	Hearing Officer, Rent Adjustment Program

**3. OPEN FORUM**

Ben Peters  
James Vann  
Verna J. Ross

**4. NEW BUSINESS**

- i. Appeal Hearing in cases:
  - a. T17-0274, Peters v Sullivan Management Co. – this case was continued prior to the appeal hearing
  - b. T17-0152, Holt v. Tang  
T17-0313, Holt v. Tang



c. T17-0146, Ross v. Page  
L17-0093, Page v. Tenant

a. T17-0152, Holt v. Tang  
T17-0313, Holt v. Tang

Appearances:

Anthony Holt Tenant Appellant  
No appearance by Owner

Tenant appealed the Hearing Decision which denied the claim for decreased housing services. The tenant's appeal alleged that the decision was inconsistent with decisions issued by other Hearing Officers.

Board Discussion

After argument made by the tenant, questions and Board discussion, U. Fernandez moved to dismiss the appeal for lack of sufficient grounds because the appellant failed to identify and explain inconsistencies in prior Hearing Decisions. K. Friedman seconded.

The Board panel voted as follows:  
Aye: U. Fernandez, Mary J. Cook, K. Friedman  
Nay: 0  
Abstain: 0

The Motion was approved by consensus.

b. T17-0146, Ross v. Page  
L17-0093, Page v. Tenant

Appearances:

Verna Ross Appellant and former Tenant  
No appearance by Owner

Tenant appealed the Hearing Decision which denied the Tenant Petition and held the tenant's unit is temporarily exempt because it is three units or less and owner occupied. Tenant's appeal alleged that the tenant was denied a sufficient opportunity to present her claim or respond to the petitioner's claim of exemption.

### Board Discussion

After argument made by the tenant and Board discussion, K. Friedman moved to uphold the Hearing Decision based on substantial evidence. M. J. Cook seconded.

The Board panel voted as follows:  
Aye: Mary J. Cook, K Friedman  
Nay: U. Fernandez  
Abstain: 0

The Motion passed.

#### **5. SCHEDULING AND REPORTS**

None.

#### **6. ADJOURNMENT**

The meeting was adjourned at 8:01 p.m.

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

**PANEL MEETING  
October 18, 2018  
7:00 p.m.  
City Hall, Hearing Room #2  
One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

The HRRRB Panel was called to order at 7:01 p.m. by Panel Chair, Mary J. Cook.

**2. ROLL CALL**

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Tanaia Hall	Tenant	X		
Mary J. Cook	Homeowner	X		
Benjamin Scott	Owner	X		

Staff Present

Kent Qian	Deputy City Attorney, Office of the City Attorney
Linda M. Moroz	Hearing Officer, Rent Adjustment Program

**3. OPEN FORUM**

No speakers.

**4. NEW BUSINESS**

- i. Appeal Hearing in cases:
  - a. T17-0345, Cucci v. Lantz Properties
  - b. T16-0521, McRay v. Tang
  - c. T17-0048, Chau v. Cai

**a. T17-0345, Cucci v. Lantz Properties**

Appearances:

Edgar Lantz, on behalf of Lantz Properties	Owner Appellant
Lawrence Cucci	Tenant Appellee

Owner appealed the Hearing Decision which granted the tenant petition and denied the rent increase that was justified capital improvement. The Hearing Decision denied the justification due to insufficient evidence of proof of payment. The owner's appeal alleged that a receipt from the contractor, showing the invoice was paid in full, was submitted at the hearing.

Board Discussion

After arguments made by the owner and the tenant, questions to the owner and Board discussion, B. Scott moved to affirm the Hearing Decision based on substantial evidence relating to insufficient evidence of proof of payment. T. Hall seconded.

The Board panel voted as follows:

Aye: T. Hall, M. J. Cook, B. Scott

Nay: 0

Abstain: 0

The Motion was approved by consensus.

**b. T16-0521, McRay v. Tang**

Appearances:

Justin McRay	Tenant Appellant
No appearance by Owner	

Tenant appealed the Hearing Decision which granted tenant petition in part. The Hearing Decision granted a rent reduction for a decreased housing service for unlocked security gate, and denied compensation for a decreased housing service for a cracked bedroom window due to lack of notice to the owner. The tenant appealed the claim for the cracked window.

Board Discussion

After argument made by the tenant, question and Board discussion, B. Scott moved to uphold the Hearing Decision based on substantial evidence relating to lack of notice. T. Hall seconded.

The Board panel voted as follows:  
Aye: T. Hall, M. J. Cook, B. Scott  
Nay: 0  
Abstain: 0

The Motion was approved by consensus.

**c. T17-0048, Chau v. Cai**

Appearances:

Cui Ping Xia  
Francis Ha  
Randy Chau

Owner Appellant  
Interpreter and Witness for the Owner  
Tenant Appellee

Owner appealed the Hearing Decision which granted the tenant petition and ordered restitution for overpaid rent and decreased housing service in the total amount of \$2,438.00. The owner appealed alleging that the Hearing Decision is inconsistent with prior decisions, not supported by substantial evidence, and that she did not have an opportunity to present her claim and was denied a fair return on the investment.

Board Discussion

After arguments made by the owner and the tenant, questions to the parties and Board discussion, B. Scott moved to uphold the Hearing Decision based on substantial evidence. T. Hall seconded.

The Board panel voted as follows:  
Aye: T. Hall, M. J. Cook, B. Scott  
Nay: 0  
Abstain: 0

The Motion was approved by consensus.

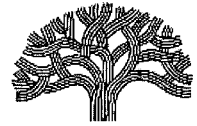
**5. SCHEDULING AND REPORTS**

None.

**6. ADJOURNMENT**

The meeting was adjourned at 8:10 p.m.

# CITY OF OAKLAND



Housing and Community Development Department  
Rent Adjustment Program  
P.O. BOX 70243, OAKLAND, CA 94612-204

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

## MEMO

To: Rent Board Members

From: Barbara Kong-Brown  
Senior Hearing Officer

Date: October 29, 2018

Re: **Request for Clarification of Board Action Regarding L16-0094, Wiebe v. Tenants**

At the Board meeting on October 25, 2018, the Board requested that staff re-play the audio recording of the Board action taken regarding the above referenced case on October 11, 2018. Staff re-played the tape. R. Stone moved that in L16-0094, Wiebe v. Tenants, the final determination is withheld until the next full Board meeting to determine whether there was a quorum and whether the vote was valid or the matters needs to be re-visited, pending advice from the City Attorney's office. K. Friedman seconded. The Board voted as follows:

Aye: U. Fernandez, K. Friedman, R. Stone, B. Scott

Nay: 0

Abstain:

The motion was approved by consensus.

## CHRONOLOGICAL CASE REPORT

Case No.: L17-0103

Case Name: JDW Enterprises v. Tenants

Property Address: 3823 Opal Street, Unit "A", Oakland, CA

Parties: Justin Wallway (Owner)  
Lauren Riley (Tenant)  
Viktor Bensus (Tenant)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Landlord Petition filed	May 23, 2017
Three Tenant Responses filed	July 17, 2017
Dismissal mailed	July 26, 2017
Owner Appeal filed	January 8, 2018

47-0103 re BKB

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp: 2017 MAY 23 AM 10:17  <p align="center"><b>LANDLORD PETITION</b>  <b>FOR CERTIFICATE OF EXEMPTION</b>          (OMC §8.22.030.B)</p>
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**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

**Section 1. Basic Information**

Your Name	Complete Address (with zip code) 3871 Piedmont Ave # 311 Oakland, CA 94611	Telephone Day: 510-698-6610
Your Representative's Name JDW Enterprises, Inc.	Complete Address (with zip code) 3871 Piedmont Ave # 311 Oakland, CA 94611	Telephone Day: 510-698-6610
Property Address 3823 OPAL STREET		Total number of units in bldg or parcel 2
Type of units (circle one)	Single Family Residence (SFR)	Condominium
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?	Yes	No
Assessor's Parcel No.		

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

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

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

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



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

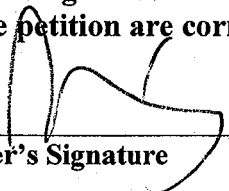
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire,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

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

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

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

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

  
Owner's Signature

18 MAY 2017  
Date

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

\_\_\_\_\_  
Date

**Important Information**

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

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

**3823 Opal Unit A/B Oakland, CA 94609**

3823 Opal Unit B Oakland, CA 94609

Unit B

Alter, Emily

3823 Opal Unit A Oakland, CA 94609

Unit A

Bensus, Victor

3823 Opal Unit B Oakland, CA 94609

Unit B

Edwards,  
Robin

3823 Opal Unit B Oakland, CA 94609

Unit B

Mckinlay, Cara

3823 Opal Unit A Oakland, CA 94609

Unit A

Riley, Lauren

3823 Opal Unit A Oakland, CA 94609

Unit A

Spurrell,  
Megan

3823 Opal Unit B Oakland, CA 94609

Unit B

Weigel, Alicia

May 18, 2017

Rising Tide Properties, LLC  
3871 Piedmont Ave, #311  
Oakland, CA 94611

Rent Adjustment Program  
Department of Housing and Community Development  
P.O. Box 70243  
Oakland, CA 94612-0243

**Re: *Substantial Rehab Exemption from Rent Control***  
***3823 Opal Street, Oakland***

To Whom it May Concern:

Please find the following attached:

1. Redfin Property Profile for 3823 Opal Street, Oakland showing Gross Building Area of 1577 sf
2. P&L showing rehab costs expended with details
3. **\*\*Supporting Invoices and Cancelled Checks are located in the "JDW Master files"**
4. Copy of City of Oakland Business Tax Certificate

Based upon the rent control exemption requirement of rehab costs exceeding 50% of the cost of new construction, the required expenditure for this property would be 1577 Sf x \$63.5/sf = \$100,139.5.

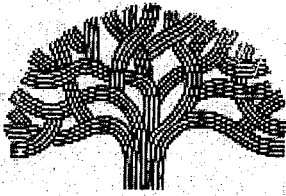
In this case, the total expenditure of \$291,838.56 exceeds the \$100,139.5 threshold, and we request that the property be exempted from rent control.

Thank you for your attention to this matter.

Rising Tide Properties, LLC

Property Owner

000019



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Filed Only  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2017 JUL 17 AM 8:23

CASE NUMBER L17-0102-0103

**TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION**

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

Your Name <i>Megan Spurrell</i>	Complete Address (with Zip Code) <i>3823 Opal St. A Oakland, CA 94609</i>	Telephone <i>(310) 221-2012</i>
Your Representative's Name <i>Megan Spurrell</i>	Complete Address (with Zip Code) <i>3823 Opal St. A Oakland, CA 94609</i>	Telephone <i>(310) 221-2012</i>

Number of Units on the parcel:

The unit I rent is:  
a house  an apartment  a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

*9/29/16*

Date you moved into this unit:

*10/17/16*

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

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

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

*I don't feel that the landlord meets the requirements for substantial rehabilitation.*

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): *opened on July 14th, looks like it was sent June 13*

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	
<i>N/A</i>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Verification**

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

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Tenant's Signature

*7/14/17*  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

**Important Information**

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

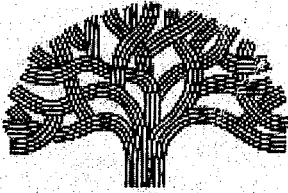
**You cannot get an extension of time to file your Response by telephone.**

**File Review**

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

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

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



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

RECEIVED  
for Date Staffed On  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2017 JUL 17 AM 8:23

CASE NUMBER L17-0103

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>Lauren Riley</i>	Complete Address (with Zip Code) <i>3823 Opal St, APT A Oakland, CA 94609</i>	Telephone <i>(925) 683-1067</i>
Your Representative's Name <i>"</i>	Complete Address (with Zip Code) <i>"</i>	Telephone <i>"</i>

Number of Units on the parcel:

The unit I rent is:

a house

an apartment

a condo

**Rental History:**

Date you entered into the Rental Agreement for this unit:

Date you moved into this unit:

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

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

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

*I don't believe the landlord meets the requirement for substantial rehabilitation*

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

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

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

**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.

Lauren Diley  
 Tenant's Signature

7/16/17  
 Date

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

\_\_\_\_\_  
 Date

**Important Information**

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

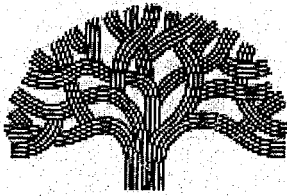
You cannot get an extension of time to file your Response by telephone.

**File Review**

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

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

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



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
**RECEIVED**  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
**2017 JUL 17 AM 8:23**

CASE NUMBER L17-0103

TENANT RESPONSE TO  
CLAIM OF PERMANENT EXEMPTION

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

Your Name <b>Viktor Bensus</b>	Complete Address (with Zip Code) <b>3823 Opal St. A Oakland, CA 94609</b>	Telephone <b>1(510) 890-9334</b>
Your Representative's Name <b>Viktor Bensus</b>	Complete Address (with Zip Code) <b>3823 Opal St. A Oakland, CA 94609</b>	Telephone <b>(1510) 890-9334</b>

Number of Units on the parcel:

The unit I rent is:  
a house  an apartment  a condo

**Rental History:**

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

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

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

**Exemption Contested**

For the detailed text of the exemptions, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

I do not feel that the landlord meets the requirements for substantial rehabilitation.



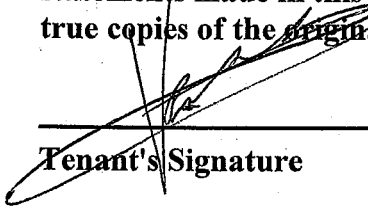
Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice):

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
None given		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

**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

7/17/17  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

**Important Information**

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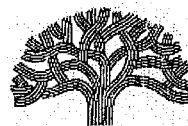
You cannot get an extension of time to file your Response by telephone.

**File Review**

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

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

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



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

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

**DISMISSAL**

**CASE NUMBER:** L17-0103, JDW v. Tenants

**PROPERTY ADDRESS:** 3823 Opal Street, No. A  
Oakland, CA

**DATE OF HEARING:** December 14, 2017

<b>APPEARANCES:</b>	<b>Justin Wallway</b>	<b>Owner</b>
	<b>Mariana Espandola</b>	<b>Owner Witness</b>
	<b>Leah Simon-Weisberg</b>	<b>Tenant Representative</b>
	<b>Lauren Riley</b>	<b>Tenant</b>
	<b>Viktor Bensus</b>	<b>Tenant</b>

**SUMMARY OF DECISION**

The owner's petition is dismissed.

The owners filed a petition on May 23, 2017, for exemption from the Rent Adjustment Ordinance on the basis of substantial rehabilitation. Prior to the Hearing the owner submitted 569 pages of documents in support of his petition. During the Hearing he was asked if a finalized permit was contained in the document submission and it was not. He stated that the permit was finalized and it is a matter of public record. Ms. Espindola testified that she attempted to obtain the finalized permit last week but the City was closed due to the employee strike.

Mr. Wallway also contends that there is nothing in the Ordinance in effect at the time he filed his petition which requires a finalized permit for exemption, and the Ordinance does not require that documents be submitted 14 days prior to a Hearing.

Connie Taylor, the Rent Adjustment Program Manager, wrote a letter to Mr. Wallway on July 26, 2017, which directed him to file organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains, or the petitions would be administratively dismissed.

She further stated that if he did not file organized documentation with 14 days prior to each hearing, that his petitions would be administratively dismissed.

The Ordinance in effect at the time states the following:

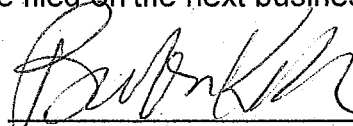
8.22.030 (2) (c) Exemptions for Substantially Rehabilitated Buildings

An owner seeking to exempt a property on the basis of substantial rehabilitation must first obtain a certificate of exemption after completion of all work and obtaining a certificate of occupancy. If no certificate of occupancy was required to be issued for the property, in lieu of the certificate of occupancy an owner may provide the last finalized permit. For any property that has a certificate of occupancy issued on or before the date of enactment of this subparagraph O.M.C. 8.22.030(B)(2)(c), for which an owner claims exemption as substantially rehabilitated, the owner must apply for such exemption not later than June 30, 2017 or such exemption will be deemed vacated.

Since no certificate of occupancy or finalized permit was submitted 14 days prior to the hearing the owner's petition is dismissed.

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

Dated: December 14, 2017



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

**PROOF OF SERVICE**

**Case Number L17-0014**

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

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

**Tenants**

Alexis & Ariana Betancourt  
4527 Edgewood Ave  
Oakland, CA 94602

Carina Coo & Patsy Hutchison  
4525 Edgewood Ave  
Oakland, CA 94602

Otto Fung  
4531 Edgewood Ave  
Oakland, CA 94602

Vishnu Reddy  
4529 Edgewood Ave  
Oakland, CA 94602

**Owner**

Morris & Karen Watts-Zagha  
1711 Rose St  
Berkeley, CA 94703

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 26, 2017 in Oakland, CA.

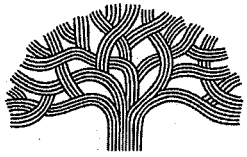
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Maxine Visaya

000028

FILE

RENT ADJUSTMENT PROGRAM



CITY OF OAKLAND

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

For date stamp  
2018 JAN -8 AM 11:51

**APPEAL**

<b>Appellant's Name</b> JDW Enterprises, Inc.		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 3823 Opal Street, Oakland, CA			
<b>Appellant's Mailing Address (For receipt of notices)</b> 3871 Piedmont Ave, #311 Oakland, CA 94611		<b>Case Number</b> L17-0103	
		<b>Date of Decision appealed</b> 14Dec2017	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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.

REVIEWED AND APPROVED
<i>[Signature]</i>
INITIAL      DATE

000029

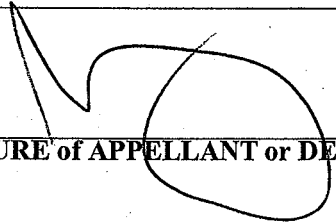
- f)  **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.  
 Number of pages attached: 1

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

I declare under penalty of perjury under the laws of the State of California that on 6 January, 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:

<b><u>Name</u></b>	Lauren Riley, Megan Spurrell, Victor Bensus
<b><u>Address</u></b>	3823 #A Opal Street
<b><u>City, State Zip</u></b>	Oakland, CA 94609
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

 <b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<u>6 Jan 2018</u> <b>DATE</b>
---	----------------------------------

For more information phone (510) 238-3721.

## IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- 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 as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

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For more information phone (510) 238-3721.

**The decision is inconsistent with OMC Chapter 8.22 and the Rent Board Regulations in effect at the time that the owner had the work performed and invested significant capital in the City of Oakland.** The substantial rehabilitation of the subject property took place in 2013 and 2014. The OMC in effect at that time that the owner relied on when doing the work had the following requirements:

**(Oakland Municipal Code, Chapter 8.2 Rent Adjustment Ordinance Effective: 1-16-2007)**

2. Exemptions for Substantially Rehabilitated Buildings.

- a. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.

**(Rent Adjustment Regulations Revised 11/18/11)**

3. Substantially rehabilitated buildings.

- a. In order to qualify for the substantial rehabilitation exemption, the rehabilitation work must be completed within a two (2) year period after the issuance of the building permit for the work unless the Owner demonstrates good cause for the work exceeding two (2) years.
- b. For the substantial rehabilitation exemption, the entire building must qualify for the exemption and not just individual units.

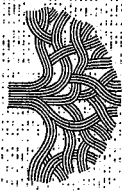
Issues:

1. The evidence was assembled on the basis of the OMC and Regulations in effect at the time that the work was completed and which the owner relied upon at the time they invested significant capital in the City of Oakland. The only evidence required pertaining to permits was to identify the issuance date so that the two year window could be established. **Documentation of the permit issuance date was provided.**
  2. Further, permit history is a matter of public record. The owner received inspections on the property and meets the burden of the OMC for the substantial rehab exemption.
  3. The Owner spent ***substantially*** more than the amount of money required to receive the exemption and clearly meets the spirit of the substantial rehabilitation exemption.
  4. If our City is going to continue to attract the much needed capital to rehabilitate our dated housing stock, it is critical that investors are able to have certainty and clarity that the laws in place at the time of investment, and that they rely on when making their investment in Oakland, are followed and not subjected to future political pressures.
-



L17-0103  
DISMISSAL MAIL DATE

CITY OF OAKLAND



HOUSING AND COMMUNITY DEVELOPMENT

DEPARTMENT

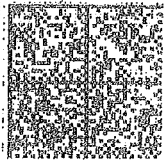
RENT ADJUSTMENT PROGRAM

P.O. BOX 70243

OAKLAND, CA 94612-0243

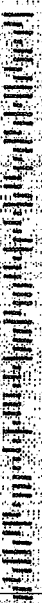
JDW ENTERPRISES, INC.  
3871 PIEDMONT AVE SUITE 301  
OAKLAND, CA 94611

PRESORTED  
FIRST CLASS



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202 LPH-1MB 94611





City of  
Oakland

Rent Adjustment  
Program

## Appeal

⚠ Some system error occurred

### Applicant and Property Information

#### Case

Case number

L17-0103

Date of the hearing decision that you are appealing

December

14

2017

#### Appellant Information

Name

Justin

Wallway

Business name

JDW Enterprises, Inc.

Mailing address 1

3871 Piedmont Ave, #311

Mailing address 2 (optional)

City

Oakland

State

California

Zip code

94611

Phone number

510-698-6610

Email address

JDWrentals@gmail.com

#### Property Address (Include Unit Number)

JDW Inc.  
3823 Opal Street Oakland, CA 94609  
Oakland, California

## CHRONOLOGICAL CASE REPORT

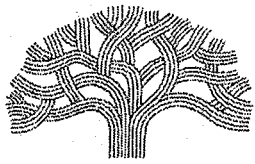
Case No.: T17-0468, Ramirez et al. v. Fanfu Investment

Property Address: 1812 57<sup>th</sup> Avenue, # "D", Oakland, CA

Parties: Pedro Ramirez (Tenant)  
Celia Rodriguez (Tenant)  
Tommy Sun (Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 14, 2017
Owner Response filed	October 16, 2017
Hearing Decision mailed	February 8, 2018
Owner Appeal filed for all cases	February 16, 2018



CITY OF OAKLAND

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

For date stamp.

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2017 AUG 14 AM 11:5

**TENANT PETITION**

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

Please print legibly **T17-0468 MS/BC**

Your Name <b>Pedro Ramirez Celia Rodriguez</b>	Rental Address (with zip code) <b>1812 57th Ave. #D OAKLAND, CA 94621</b>	Telephone: <b>(510) 967-6896</b>
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) <b>Tommy Sun FAWFO INVESTMENT</b>	Mailing Address (with zip code) <b>6114 La Salle Ave. #426 OAKLAND, CA 94611</b>	Telephone: <b>(510) 978-6972</b>
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 20

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

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

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

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

<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input checked="" type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input type="checkbox"/>	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input type="checkbox"/>	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
<input type="checkbox"/>	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
<input type="checkbox"/>	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
<input type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/>	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input type="checkbox"/>	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 9/15/2013 Initial Rent: \$ 650.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>5/28/16</u>	<u>7/1/2017</u>	\$ <u>675</u>	\$ <u>700</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>3/4/17</u>	<u>5/1/2017</u>	\$ <u>700</u>	\$ <u>850</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

712-0197

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

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

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

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

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

Please attach documentary evidence if available.

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

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

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

Pedro Ramirez  
Tenant's Signature

8/14/2017  
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

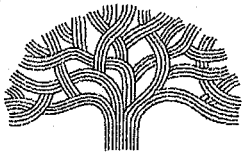
This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit.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

### **File Review**

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

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

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



CITY OF OAKLAND

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

For date stamp RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2317 OCT 16 AM 11:34  
**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 - T17-0468**

Your Name <b>Tommy Sun</b>	Complete Address (with zip code) <b>6114 LaSalle Ave #426. Oakland CA 94611</b>	Telephone: <b>415 706 2661</b>
Your Representative's Name (if any)	Complete Address (with zip code)	Email: <b>Normcalbayholding@aol.com</b>
Tenant(s) Name(s) <b>Ramirez</b>	Complete Address (with zip code) <b>1812 57TH AVE #D Oakland CA 94621</b>	Telephone:
Property Address (If the property has more than one address, list all addresses)		Email:
		Total number of units on property <b>26</b>

Have you paid for your Oakland Business License? Yes  No  Lic. Number: **00137269**  
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: **045-5419-034**  
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: **4/15/2010**

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

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



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>
	<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"/>

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 9-15-13.

The tenant's initial rent including all services provided was: \$ 650 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?  
 Yes  No  I don't know

If yes, on what date was the Notice first given? \_\_\_\_\_

Is the tenant current on the rent? Yes  No

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	
<u>5-28-16</u>	<u>7-12-17</u>	\$ <u>675</u>	\$ <u>700</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>3-4-17</u>	<u>5-1-17</u>	\$ <u>700</u>	\$ <u>850</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 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.

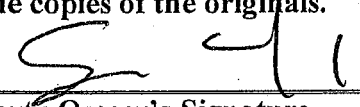
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

### 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.

### 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.

  
Property Owner's Signature

10-9-17  
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.

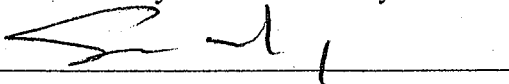
**Mediation Program**

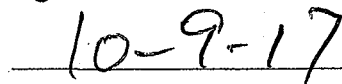
Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. 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



250 FRANK OGAWA PLAZA, SUITE 5313  
OAKLAND, CA 94612

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** T17-0468, Ramirez v. Fanfu Investment

**PROPERTY ADDRESS:** 1812 57<sup>th</sup> Avenue, Apt. "D", Oakland, CA

**DATE OF HEARING:** January 23, 2018

**DATE OF DECISION:** January 31, 2018

**APPEARANCES:** Pedro Ramirez, Tenant  
Celia Rodriguez, Tenant  
Omar Mendez, Property Manager  
Tommy Sun, Owner  
David Martin, Attorney for Owner

Marci Valdivieso, Interpreter

## **SUMMARY OF DECISION**

The tenants' petition is granted. The subject property is not exempt from the Rent Adjustment Program. The legal rent for the unit is set forth in the Order below.

## **CONTENTIONS OF THE PARTIES**

Tenant Pedro Ramirez and Celia Rodriguez filed a petition contesting multiple rent increases on the grounds that the increases were calculated incorrectly; that they exceed the Consumer Price Index (CPI) Adjustment and are unjustified or are greater than 10%; that no written notice of the Rent Program (*RAP Notice*) was given to them together with the rent increase; that no *RAP Notice* was given at least 6 months before the rent increase notice was given; and that the rent increases were not given in compliance with State law.

000044

The owner filed a timely response to the petition claiming that the subject unit is exempt from the Rent Adjustment Program as a condominium, pursuant to the Costa-Hawkins Act.

### THE ISSUES

1. Is the subject unit exempt from the jurisdiction of the Rent Adjustment Program?
2. When, if ever, was the appropriate language RAP Notice first served on the tenant?
3. If not exempt, are the rent increases valid?
4. Is any restitution owed between the parties?

### EVIDENCE

Rental History: Pedro Ramirez testified that he moved into the subject unit in September of 2013 at an initial rent of \$650 a month. He negotiated moving in with the manager Mr. Mendez, and they both communicated in Spanish. He was given a written contract of some kind but does not remember in what language, as he has lost it. He is a monolingual Spanish speaker. He does not believe he was ever given a *RAP Notice*.

Sometime in 2014, Mr. Ramirez was verbally informed that the rent would go up to \$675 a month. Then in May of 2016, he was given a notice to increase his rent from \$675 to \$700 a month, effective July 1, 2017. That rent increase notice was not served with a *RAP Notice*. He paid that rent increase.

In March of 2017, he was again served with a rent increase notice, this time, increasing his rent from \$700 to \$850 a month, effective May 1, 2017. Again, he did not receive the *RAP Notice* with the rent increase notice. He has not been paying this rent increase, but has continued to pay the \$700 he was previously paying.

Manager Mendez testified that when Ramirez moved in he gave him an English language copy of the *RAP Notice* along with the lease. He never gave him a Spanish language *RAP Notice*. Additionally, he testified that when he gave the rent increase notices no *RAP Notices* were included.

Property History: The owner testified that the unit in which Mr. Ramirez lives is in a complex with 25 other units. They are each condominiums with their own separate assessor parcel numbers.<sup>1</sup> There are 26 total units in the complex. Mr. Sun purchased 25 of 26 units all in one single transaction from BR473 Condos, LLC. The purchasing entity was *Fanfu Investments*. The purchase was made in 2010. The other unit was previously purchased by Jacinto Pimental. The owner produced documentation showing that Mr. Pimental owns the unit at 1804 57<sup>th</sup> Avenue, #B, which he purchased in May of 2008.<sup>2</sup> Mr. Sun purchased all the other units, and he negotiated one price for the entire package.

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<sup>1</sup> See Exhibit 1, the Assessor Information about the units.

<sup>2</sup> Exhibit 2

The owner claimed that Exhibit 1, just provided documentation for Mr. Ramirez' unit, which shows an Assessor Parcel Number for his unit (38-3237-86.) The document shows the assessed value of the single unit as \$27,842. This documentation also shows that the transfer date was April 14, 2010 and that a total of \$1,020,000 was spent to purchase the 25 units; not just Mr. Ramirez' unit, and that a mortgage of \$755,000 was taken out for the purchase of the 25 units as a seller take-back loan.<sup>3</sup>

Mr. Sun also provided documentation showing that three of the other units have different Assessor Parcel Numbers.<sup>4</sup> Additionally, he produced the first page of *Declaration of Covenants, Conditions and Restrictions* for the 1800 57<sup>th</sup> Avenue Condominium Project, and the table of contents for the CCR's, which was originally recorded in August of 2007.<sup>5</sup>

Finally, Mr. Sun produced expired listing documents showing that 18 units were originally listed for sale separately.<sup>6</sup> He also produced a canceled listing documentation for the subject unit.<sup>7</sup>

Official Notice is taken of case T17-0198, *Hernandez v. Fanfu Investments*, a case between other tenants in this complex and the same owner, which is currently pending appeal. In that case Mr. Sun produced a Grant Deed which was recorded on April 4, 2010, and it shows Fanfu Investment Company as the grantee<sup>8</sup>. The Grant Deed shows that the owner has a 93.386% ownership interest in Parcel One, lot 1 of "Tract 7627" with certain exceptions, and has a full ownership interest in Parcels Two and Three with the exception of certain easements.<sup>9</sup> In that case the Hearing Officer held that the subject units were not exempt from the Rent Adjustment Program (RAP).

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

#### **Is the subject unit exempt from the jurisdiction of the Rent Adjustment Program?**

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

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

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<sup>3</sup> Exhibit 1, page 1-7

<sup>4</sup> Exhibit 3

<sup>5</sup> Exhibit 4. The CCR was not provided in its entirety; just the first page and table of contents.

<sup>6</sup> Exhibits 5

<sup>7</sup> Exhibit 6

<sup>8</sup> Exhibit 1 in case T17-0198,

<sup>9</sup> Exhibit 1

Here, the owner is seeking an exemption from the City of Oakland's Rent Adjustment Ordinance. The general rule of law about exemptions is that they are to be "strictly construed." See *DaVinci v. San Francisco Residential Rent Board*, (1992) 5 Cal. App. 4<sup>th</sup> 24, 27. In *DaVinci* the Court cited *Barnes v. Chamberlain* (1983) 147 Cal. App. 3<sup>rd</sup> 762 in stating that:

"In interpreting exceptions to the general statute courts include only those circumstances which are within the words and reason of the exception. ... One seeking to be excluded from the sweep of the general statute must establish that the exception applies."

Additionally, the Court in *DaVinci* stated that the rules regarding the interpretation of a municipal ordinance are the same rules as those that govern the construction of statutes. *DaVinci* at 27, citing *City of Los Angeles v. Los Olivos Mobile Home Park* (1989) 213 Cal. App. 3d 1427, 1433. In other words, an owner has the burden of proving every element of its case by a preponderance of the evidence, and any attempt to exempt a property from the Ordinance must be strictly construed.

Section 1954.52 of the California Civil Code, known as the Costa-Hawkins Rental Housing Act, states that an owner of residential real property that can be sold separately may establish the initial and all subsequent rental rates for a dwelling or unit, unless the condominium dwelling or unit has not been sold separately to a bona fide purchaser for value. See Civil Code § 1954.52(3)(B)(ii). See also, T15-0229 et al, *Tenants v. Golden State Ventures*, where the Housing, Residential, Rent and Relocation Board, (HRRRB) held that an owner who purchased a 4-unit building in one transaction is not exempt from the Rent Ordinance.

The units were not sold separately. The owner purchased twenty-five (25) of the twenty-six (26) units in the property in a single transaction. Therefore, the owner's units are not exempt from the Rent Ordinance.<sup>10</sup>

**When, if ever, was the appropriate language RAP Notice first served on the tenant?**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>11</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>12</sup> An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.<sup>13</sup>

The owner has the burden of proof to establish that *RAP Notices* have been served. The tenant alleged in his petition that he never received the *RAP Notice*. At the Hearing, the manager testified he gave the tenant a *RAP Notice* with the lease, but that *RAP Notice*

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<sup>10</sup> California Civil Code, Section 1954.3(A)

<sup>11</sup> O.M.C. § 8.22.060(A)

<sup>12</sup> O.M.C. § 8.22.070(H)(1)(A)

<sup>13</sup> O.M.C. § 8.22.060 (C)

was in English. While no documentary proof of this English *RAP Notice* was provided, an English language copy of the *RAP Notice* is not legally sufficient.

California Civil Code § 1632(b)(3) states that when a person enters into a contract and primarily negotiates the terms of the contract in a language other than English, the owner must give the consumer a translation of the contract in the same language in which the negotiation was held. The RAP Board has held that in keeping with Civil Code § 1632(b)(3), the *RAP Notice* must also be given in the same language in which the negotiations were held. *Soriano et al. v. Western Mgt. Properties* (T06-0154).

There is no dispute that the tenant negotiated the terms of his move-in in Spanish with the Spanish speaking manager. This act put the manager on notice that the tenant did not speak English. Giving him a copy of a *RAP Notice* in English, does not serve as notifying him of the RAP. Therefore, the tenant has never been properly served with a *RAP Notice*. The owner may not increase the rent until six months after the tenant has been served with a proper Spanish language *RAP Notice*.

**If not exempt, are the rent increases valid?**

Since the tenant was never provided the appropriate *RAP Notice*, the contested rent increases are invalid. The tenant's rent reverts to \$675 a month.

Additionally, the owner did not claim any justification for the rent increases other than his claim of exemption. This is another reason why the rent reverts to \$675 a month.

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

The tenant's base rent is \$675 a month. The tenant has been overpaying rent since July of 2016, when he began paying rent of \$700 a month. Through February of 2018, the tenant has overpaid a total of \$500.

OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Jul-16	28-Feb-18	\$700	\$675	\$ 25.00	20	\$ 500.00
				\$ -		-
<b>TOTAL OVERPAID RENT</b>						<b>\$ 500.00</b>
RESTITUTION						
MONTHLY RENT						\$675
<b>TOTAL TO BE REPAID TO TENANT</b>						<b>\$ 500.00</b>
<b>TOTAL AS PERCENT OF MONTHLY RENT</b>						<b>74%</b>
<b>AMORTIZED OVER</b>		<b>9</b>	<b>MO. BY REG. IS</b>		<b>\$ 55.56</b>	

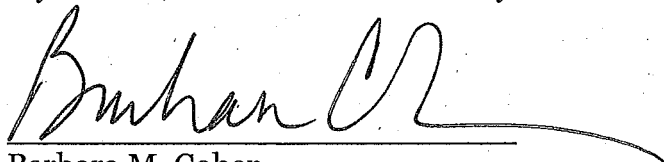


An overpayment of this size is repaid over a 9 month period. From March 2018- November of 2018, the tenant's rent is \$619.44 a month. The tenant's rent reverts to \$675 a month in December of 2018.

**ORDER**

1. The tenant's petition is granted.
2. The unit is not exempt from the RAP.
3. The tenant's base rent is \$675 a month.
4. Due to overpayment of rent, the tenant is owed restitution of \$500. This overpayment is adjusted by a rent decrease for the next nine (9) months in the amount of \$55.56 a month.
5. From March 2018 through November of 2018, the tenant's rent is \$619.44.
6. The tenant's rent reverts to \$675 a month in December of 2018.
7. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 31, 2018



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T17-0468**

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**  
Tommy Sun/Fanfu Investment  
6114 La Salle Ave #426  
Oakland, CA 94611

**Owner Representative**  
Law Offices of David W. Martin  
5350 James Ave  
Oakland, CA 94618

**Tenant**  
Pedro Ramirez & Celia Rodriguez  
1812 57th Ave #D  
Oakland, CA 94621

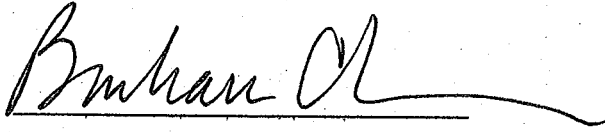
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

///

///

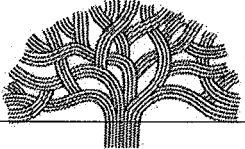
///

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Feb 8, 2018 in Oakland, CA.

A handwritten signature in black ink, appearing to read "Barbara M. Cohen", written over a horizontal line.

Barbara M. Cohen

Oakland Rent Adjustment Program

 <b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp 2018 FEB 16 PM 2:02
	<b><u>APPEAL</u></b>

<b>Appellant's Name</b> <b>Fanfu Investment</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 1812 57th Avenue, Apartment D, Oakland		
<b>Appellant's Mailing Address (For receipt of notices)</b> 6114 La Salle Ave. #426 Oakland, CA 94611		<b>Case Number</b> ** T17-0468
		<b>Date of Decision appealed</b> January 31, 2017
<b>Name of Representative (if any)</b> David W. Martin	<b>Representative's Mailing Address (For notices)</b> 5350 James Avenue, Oakland CA 94618	

\*\* Appellant request that this case be consolidated with appeal of Case No's: T17-0198,0200,0204 and 0207 (6/27/17)  
 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 are limited to 25 pages from each party. Please number attached pages consecutively.  
 Number of pages attached: 20

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

I declare under penalty of perjury under the laws of the State of California that on February 16, 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:

<b><u>Name</u></b>	Pedro Ramirez & Cecilia Rodriguez
<b><u>Address</u></b>	1812 57th Avenue # D
<b><u>City, State Zip</u></b>	Oakland, CA 94621


COPY ALSO SENT TO PARTIES ON RELATED APPEAL:

Maria Nuno, 1800 57th Ave. #D, Oakland, CA 94621

Concepcion Garcia and Javier Romero, 1808 57th Ave. #A, Oakland, CA 94621

Cristobul Arcos, 1800 57th Ave. #B, Oakland, CA 94621

Manuel Hernandez, 1812 57th Ave. #G, Oakland, CA 94621

	David W. Martin, Attorney	February 16, 2018
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>		<b>DATE</b>

For more information phone (510) 238-3721.

**EXPLANATION OF GROUNDS FOR APPEAL/ATTACHMENT TO OAKLAND RENT BOARD APPEAL FORM**

**CASE NAME:** Ramirez v. Fanfu Investment

**CASE NUMBER:** T17-0468

**DATE OF DECISION APPEALED-FROM:** January 31, 2018

**REQUEST FOR CONSOLIDATION OF APPEALS/RELATED CASES:** A prior decision, dated October 20, 2017, is pending appeal under the same facts and involving the same property. Appellant requests that both matters be consolidated with case T17-0198, *Hernandez v. Fanfu* (and the other related actions: T17-0200 *Arcos v. Sun*; T17-0204 *Garcia v. Sun*; T17-0207 *Nuno v. Sun*) for purposes of appeal.

**INTRODUCTION**

This case presents a novel issue that requires interpretation of the Costa-Hawkins provisions that have not been decided any prior decision found by Appellant.

The facts common to all grounds for appeal are set forth below, then the basis for each ground for this appeal is set-forth in detail.

**FACTS**

The findings of fact by the hearing officer are generally not in dispute except for the finding that the unit(s) in question was (were) not purchased separately. As discussed below, whether the condominium units were purchased "separately from the subdivider" requires a detailed analysis of the meaning of that phrase in the context of the relevant law.

Fanfu Investments purchased 25 condominiums in Oakland in 2010 in a single escrow transaction. Although the price paid for multiple units was paid through a single transaction, there are many facts that tend to establish that multiple separate units were sold in a single closing/escrow transaction:

- Each unit has its own assessor's parcel number (examples attached)
- The units have differing assessed values (examples attached)
- The owner pays tax on each unit individually and has done so since the time of purchase (examples attached)
- The units were all listed on the open market (Multiple Listing Service examples attached)
- The purchase was an arms-length transaction (Fanfu Investment was a Bona Fide Purchaser)
- Each unit at the property is separately alienable
- An HOA exists for the complex (recorded CC&R Index attached)
- Owner is not and was not the developer of the property
- Owner believed, in good faith, that the units were/are exempt from Oakland rent control
- Prices on market listings were reduced significantly (evidence of 2008 price drop attached)
- Other unit in complex owned by third-party.

None of these facts have been disputed by the tenant(s).

## PORTION OF HEARING DECISION(S) CHALLENGED

The hearing officer determined that the subject property is not exempt from local rent control under Costa Hawkins because the units were not "sold separately" and therefore were outside of the exemption for condominiums under Costa Hawkins.

The hearing officer also took Official Notice of case T17-0198 (and related cases) involving other similar condominium units in the complex. That prior decision is under appeal and Appellant requests that this appeal be consolidated with the earlier appeal to ensure the consistency of the ultimate result.

## SPECIFIC GROUNDS FOR APPEAL

Appellant raises three grounds for appeal, each of which is somewhat interrelated. Appellant requests that the arguments made for each delineated ground be incorporated into the others to avoid repetition.

### **1- Decision Raises Novel Policy Issues That Should Be Decided in Favor of Owner**

The hearing decision(s) appealed-from involve an issue that has not previously been decided:

Whether a buyer who purchases more than one separate condominium in a condominium complex in an arms-length transaction in which the units are being sold on the open market under a single escrow transaction has purchased the units "separately" within the meaning of Costa-Hawkins.

This issue is not addressed in the legislative history or in the relevant case-law or prior (known) decisions of the Oakland Rent Board.

The situation is complicated by the market conditions that existed in the relevant time period (2008-2010). All of the units were originally placed on the market but only one sold (for over \$200,000). For example, 1808 57th Avenue, unit A (currently occupied by Concepcion Garcia and Javier Romero, the tenants in the related case T17-0204) was originally listed in March, 2008 for \$179,000 and the price was reduced to \$144,000 in June, 2008. During the relevant period, the units were obviously difficult to sell.

The substantive arguments regarding the application of Costa Hawkins to the unit(s) in question are addressed in further detail below. Appellant respectfully requests that the arguments below be incorporated into this portion of the explanation of grounds for appeal.

### **2 - Property Exempt Under California Law**

As a general rule, single family homes and condominiums are exempt from rent control under what is commonly known as the Costa Hawkins Act, California Civil Code section 1954.52.

After Costa Hawkins was enacted in the mid-1990's, it was amended because developers began to convert rent-controlled apartment buildings into condominiums to avoid rent-control. In 2000-2001, the California Legislature added a provision to the law to close this abusive practice. That provision is phrased as follows:

" (B) This paragraph [exemption from rent control] does not apply [when]...A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value." [Civil Code § 1954.52, subdivision (a)(3)(B)(ii).]

This provision was added to prevent apartment owners from turning their apartment complexes into condominiums to circumvent rent control with two distinct practical objectives:

- (1) The "Bona Fide Purchaser" language prevents the subdivider from transferring the unit in a non arms-length transaction to avoid rent control (transfer to a shell corporation or LLC, nominal transfer to relative or friend, etc);
- (2) The "sold separately by the subdivider" language prevents the subdivider from transforming rent controlled apartment units to condominium without selling the unit to avoid rent control.

Here, neither of these objectives applies. Appellant was a bona fide purchaser and the individual condominium units were sold separately by the subdivider within the meaning of the statute.

The irregularity of the sale transaction in question is a function of the fact that the real-estate market in Oakland was dismal at the time of the transaction - but it was not a transaction designed to circumvent rent control.

**- Appellant Is/Was a Bona Fide Purchaser -**

Each of the units in the complex are separately alienable and each was individually listed on the open market California Multiple Listing Service ("MLS") prior to the date of purchase. The purchase was made at arms-length and Appellant had no prior relationship with the developers of the property.

**- Units Were "Sold Separately by the Subdivider" In Sale Transaction -**

The subdivider of the property had separately sold another unit in the building, and each of the units sold to Appellant was separately marketed by the subdivider prior to Appellant's purchase of the unit(s).

Appellant is not the subdivider. That said, if appellant were to sell each of the condominium units on the open market, the units would (or should) be exempt. That said, the units would not have been "sold separately by the subdivider" because appellant is not, and was not, the subdivider.

Indeed, as discussed in the next section, Appellant had the reasonable expectation that the condominiums he purchased were exempt from rent control. The fact that more than one separate unit was purchased in a single escrow transaction does not lead to the conclusion that the unit was not sold separately by the subdivider.

**3 - Reasonable Expectations of Non-developer Purchaser of Condominiums**

At the time of purchase, Appellant negotiated to purchase multiple separate condominium units in a single escrow transaction. Although it would have been incredibly inefficient, the purchase could have



been made through multiple escrow transactions - there would have been no substantive difference in the transaction either way.

At the time of purchase, all of the units in the complex were listed on the open market but, because of the depressed market conditions at the time (2008-2010), only one of the units had been sold.

At the time of purchase, Appellant, which was not a developer of the property, had a reasonable expectation that each separate condominium unit would not be subject to rent control.

If appellant sells a unit in the complex to a third party, then the unit would not be subject to rent control.

An adverse decision against appellant would therefore create a strong incentive for appellant to sell the unit in question to a third party, which would negate the benefits that the rent regulations are intended to provide.

#### CONCLUSION

For the reasons set forth above, the Hearing Board should reconsider the hearing decision and decide that the condominiums located at 1800, 1804, 1808, and 1812 57th Avenue in Oakland are exempt from Oakland's rent control ordinance.

Submitted February 16, 2018



David W. Martin  
Law Office of David W. Martin  
5350 James Avenue  
Oakland, CA 94618  
Tel (510) 332-3943

Attorney for Appellant  
FANFU INVESTMENT CO.

ONLINE SERVICES

Assessor's Office | Treasurer-Tax Collector | New Query

PROPERTY ASSESSMENT INFORMATION

ASSESSOR'S OFFICE

2017 - 2018 Assessment Information

Parcel Number:	38-3237-86
Assessor's Map: (Map image is not to scale)	<a href="#">Maps...</a> <a href="#">Disclaimer</a>
Use Code:	7300
Description	Condominium - single residential living unit
Land	\$8,462.00
Improvements	\$19,380.00
Fixtures	0
Household Personal Property	0
Business Personal Property	0
<b>Total Taxable Value</b>	
	\$27,842.00
<b>Exemptions</b>	
Homeowner	0
Other	0
<b>Total Net Taxable Value</b>	
	\$27,842.00

[Additional Assessment Information](#) | [Property Tax Information](#)

Adobe Acrobat Reader is required to view the maps. Click [here](#) to download.

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\*1812 57th Unit D

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**PROPERTY ASSESSMENT INFORMATION** **ASSESSOR'S OFFICE**

**2017 - 2018 Assessment Information**

<input checked="" type="checkbox"/> Parcel Number:	38-3237-86
<input checked="" type="checkbox"/> Assessor's Map: (Map image is not to scale)	<a href="#">Maps...</a> <a href="#">Disclaimer</a>
<input checked="" type="checkbox"/> Use Code:	7300
<input checked="" type="checkbox"/> Description	Condominium - single residential living unit
<input checked="" type="checkbox"/> Land	\$8,462.00
<input checked="" type="checkbox"/> Improvements	\$19,380.00
<input checked="" type="checkbox"/> Fixtures	0
<input checked="" type="checkbox"/> Household Personal Property	0
<input checked="" type="checkbox"/> Business Personal Property	0
<hr/>	
<input checked="" type="checkbox"/> Total Taxable Value	\$27,842.00
<b>Exemptions</b>	
<input checked="" type="checkbox"/> Homeowner	0
<input checked="" type="checkbox"/> Other	0
<input checked="" type="checkbox"/> Total Net Taxable Value	\$27,842.00

[Additional Assessment Information](#) | [Property Tax Information](#)

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\*1812 57th Unit D

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**PROPERTY ASSESSMENT INFORMATION** **ASSESSOR'S OFFICE**

**2017 - 2018 Assessment Information**

<input checked="" type="checkbox"/> Parcel Number:	38-3237-75
<input checked="" type="checkbox"/> Assessor's Map: (Map image is not to scale)	<a href="#">Maps...</a> <a href="#">Disclaimer</a>
<input checked="" type="checkbox"/> Use Code:	7300
<input checked="" type="checkbox"/> Description	Condominium - single residential living unit
<input checked="" type="checkbox"/> Land	\$64,500.00
<input checked="" type="checkbox"/> Improvements	\$150,500.00
<input checked="" type="checkbox"/> Fixtures	0
<input checked="" type="checkbox"/> Household Personal Property	0
<input checked="" type="checkbox"/> Business Personal Property	0
<b>Total Taxable Value</b>	
	\$215,000.00
<b>Exemptions</b>	
<input checked="" type="checkbox"/> Homeowner	\$7,000.00
<input checked="" type="checkbox"/> Other	0
<input checked="" type="checkbox"/> Total Net Taxable Value	\$208,000.00

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\* 1804 57th Ave. Unit B

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**PROPERTY ASSESSMENT INFORMATION** **ASSESSOR'S OFFICE**

**2017 - 2018 Assessment Information**

Parcel Number:	38-3237-65
Assessor's Map: (Map image is not to scale)	<a href="#">Maps...</a> <a href="#">Disclaimer</a>
Use Code:	7300
Description	Condominium - single residential living unit
Land	\$11,635.00
Improvements	\$26,647.00
Fixtures	0
Household Personal Property	0
Business Personal Property	0
<hr/>	
Total Taxable Value	\$38,282.00
<b>Exemptions</b>	
Homeowner	0
Other	0
Total Net Taxable Value	\$38,282.00

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\* 1800 57th Ave. Unit A

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**PROPERTY ASSESSMENT INFORMATION** **ASSESSOR'S OFFICE**

**2017 - 2018 Assessment Information**

Parcel Number:	38-3237-74
Assessor's Map: (Map image is not to scale)	<a href="#">Maps...</a> <a href="#">Disclaimer</a>
Use Code:	7300
Description	Condominium - single residential living unit
Land	\$22,688.00
Improvements	\$51,965.00
Fixtures	0
Household Personal Property	0
Business Personal Property	0
<b>Exemptions</b>	
Homeowner	0
Other	0
<b>Total Taxable Value</b>	<b>\$74,653.00</b>
<b>Total Net Taxable Value</b>	<b>\$74,653.00</b>

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\* 1804 57th Ave. Unit A

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**PROPERTY ASSESSMENT INFORMATION**

**ASSESSOR'S OFFICE**

**2017 - 2018 Assessment Information**

<input checked="" type="checkbox"/> Parcel Number:	38-3237-83
<input checked="" type="checkbox"/> Assessor's Map: (Map image is not to scale)	<a href="#">Maps...</a> <a href="#">Disclaimer</a>
<input checked="" type="checkbox"/> Use Code:	7300
<input checked="" type="checkbox"/> Description	Condominium - single residential living unit
<input checked="" type="checkbox"/> Land	\$10,365.00
<input checked="" type="checkbox"/> Improvements	\$23,741.00
<input checked="" type="checkbox"/> Fixtures	0
<input checked="" type="checkbox"/> Household Personal Property	0
<input checked="" type="checkbox"/> Business Personal Property	0
<hr/>	
<input checked="" type="checkbox"/> Total Taxable Value	\$34,106.00
<b>Exemptions</b>	
<input checked="" type="checkbox"/> Homeowner	0
<input checked="" type="checkbox"/> Other	0
<input checked="" type="checkbox"/> Total Net Taxable Value	\$34,106.00

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\* 1812 57th Ave. Unit A



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TITLE

Recording Requested by ~~and~~  
When Recorded Return to:

Branislav Jovanovic  
31 Admiralty Way  
Redwood City, CA 94065



55 PGS

8041668

A23  
R31  
= 55  
MT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 1800 57<sup>th</sup> AVENUE, OAKLAND, CALIFORNIA  
a Condominium Project



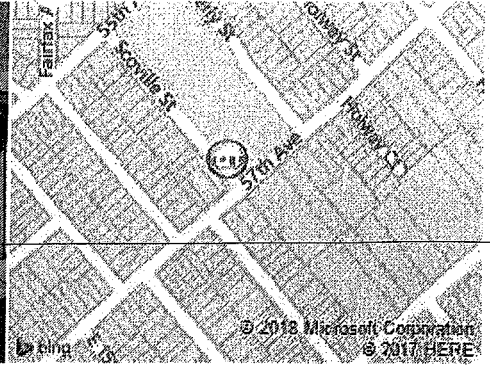
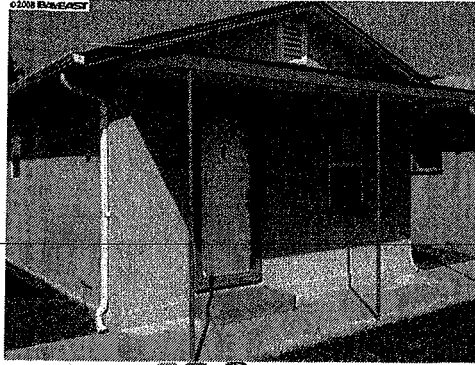
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**a condominium project**

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	1.3 "Assessment"	1
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	1.6 "Board of Directors"	1
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	1.9 "Common Expenses"	2
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\*\*This is the unit currently occupied by Mr. Ramirez

**RESIDENTIAL**  
Condo

Cancelled List Price: \$49,488  
 1812 57th Ave Unit: D  
 OAKLAND CA 94621  
 MLS# 40350791 Area: 2621 Stories: One Story  
 Orig Price: \$159,000 Sold Price:  
 List Date: 8/17/2008 Off MKT Date: 2/2/2009  
 Pend Date: COE:  
 D/N/S: EAST OAKLAND  
 DMLS: 227 CDMLS: 227  
 Model: Luna



Print/Email:

Property Information				
Bedrooms: 0	Yr Blt: 1940	Garage Spcs: 0	Total Rms: 3	Own Type:
Baths/Par: 1 /	Age: 73	Fireplaces: 0	# of Units: 26	% Own Occ: 100
SqFt: 360	Acres: 0.900000	Pool: No	Units Floor: 1	TIC %:
Source: Other	Lot SqFt: 39,254	ElemSchool Dist:	High School District: Oakland (510) 879-8111	

Showing & Listing Information			
Occ By: Tenant	Occ Name:	Occ Phone:	Supra Box?: No Spec Info: None
Show Info: See Confidential Remarks	24 Hr. Notice Req?: Yes Lockbox Location:		
Directions:	Cross St: International Bl		Associated Docs: 0
List Type: Excl Right	Comp Selling Ofc: 3%	Dual/Variable: Yes	List Service: Full Service
List Agt: J.J. Baturay Yaman - 408-509-7911	yamanrealtor@gmail.com		LA-BRE#:
Co-List:	List Ofc: Realty World One Alliance - Off: 510-405-5288	Agent Hit Count:	
Zoning: APN:	Census Tract:	Point of Sale Ord: No	City Transfer Tax: Yes Client Hit Count:

\*\*\*Remarks\*\*\*  
 Gated Community...This one won't last...

\*\*\*Confidential Remarks\*\*\*  
 Addt 1.5% comm on full price or above offer. Pls call JJ Baturay Yaman@408-509-7911 for more info & showing instructions. Gate Code 2502.As is.

Property Features:	
<b>COOLING</b> No Air Conditioning	<b>KITCHEN FEATURES</b> Breakfast Bar, Counter - Stone, Eat In Kitchen, Island
<b>CONSTRUCTION STATUS</b> Existing	<b>LAUNDRY</b> Other
<b>DISCLOSURES</b> Owner is Lic Real Est Agt, Other - Call/See Agent	<b>LEVEL - STREET</b> 1 Bath
<b>EQUIPMENT ADDITIONAL</b> Water Heater Gas	<b>LOT DESCRIPTION</b> Other
<b>EXTERIOR</b> Stucco	<b>POOL</b> None
<b>FIREPLACES</b> None	<b>POSSESSION</b> COE
<b>FLOORING</b> Laminate, Tile	<b>ROOF</b> Composition Shingles
<b>GARAGE/PARKING</b> Spaces - Assigned, Space Per Unit - 1	<b>ROOM - ADDITIONAL</b> Other
<b>HEATING</b> Gas	<b>STYLE</b> Bungalow
	<b>TERMS</b> Other
	<b>UNIT FEATURE</b> Conversion, Ground Floor Location, Levels in Unit - 1, Other, Studio
	<b>WATER/SEWER</b> Water - Public
	<b>YARD DESCRIPTION</b> Fenced, Sprinklers Automatic, Tool Shed

HOA Information		
HOA?: Yes	HOA Name: NOT LISTED	HOA Phone: 408-509-7911
Fee Freq: Monthly	Litigation: No	Transfer Fees:
HOA Amenities: Other		
HOA Documents: Budget, Bylaws, CC&R'S, Reserve Study, Rules and Regulations, Other HOA Docs		
HOA Fees Include: Exterior Maintenance, Hazard Insurance, Management Fee, Reserves, Security/Gate Fee, Trash Removal, Water/Sewer, Other		

Sold By:	Sale/Orig \$:	Sale/Last \$:	List \$/SqFt: \$137	Sale\$/SqFt:	Sale Terms:
Sale Price:	Sold Agt BRE#		# of offers:		
Concessions:					

©BEAR, CCAR, bridgeMLS. Based on information from Bay East and Contra Costa Association of REALTORS® and bridgeMLS. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

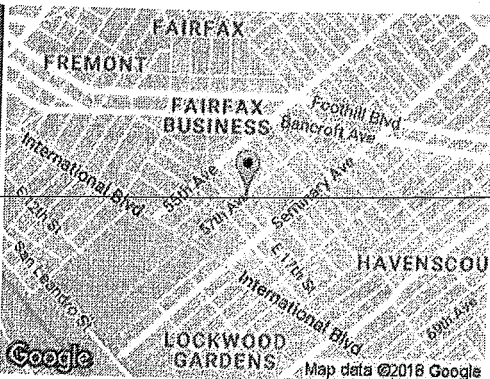
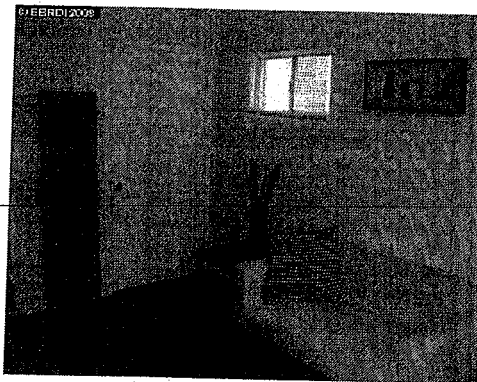
Provided By: Ying He CalBRE 01255995 01/19/2018

000066

March 2008

\*\* This is the unit currently occupied by Concepcion Garcia and Javier Romero

Agent Full



MLS #: EB40328960
Beds: 1
Baths (F/P): 1 (1/0)
Apprx.Bldg: 452 SqFt (Other)
Apprx Lot: 39,254 SqFt
Apprx Acr: 0.900 Acres
Age/Yr Blt: 73/1940
Parcel#: 38-3237-78
LA: KONSTANTIN ZECEVI
LA Ph:
Walk Score:

1808 57th Ave, #A, Oakland 94621

County: Alameda
Area: 2621 - Oakland Zip Code 94621
Class: Res. Condominium / Condo
Land Use:
Comm: 4
L.Type/Service: Open, Limited Service
Special Info:
Ownership:
Fin Terms: Type - Conventional, Other
Public: AFFORDABLE BAY AREA HOUSING, NEWLEY COMPLETED AND FULLY UPGRADED CONDO CONVERSION PROJECT. FULLY UPGRADED, GRANITE COUNTER TOPS, NEW CABINETS, PERGO FLOORS ETC. WILL SELL FAST!
Private: PROJECT APPROVED BY SERVERAL GOVERNMENT AND LOCAL HOUSING AUTHORITY AND ASSITED FINANCIAL PROGRAM (ACORN, SECTION 8)

Status: Expired
Orig Price: \$179,000
List Price: \$179,000
Sale Price:
\$/SqFt: \$396.02

Dates
Original:
List: 03/10/2008
Sale:
COE:
Expires:
Off Mrkt: 06/11/2008
Incorp:

Zoning:
Possession: COE, Other
City Limit:

Showing Information

Occupied By: Vacant
Show Contact:
Phone:
Instructions: 24-Hour Notice Not Required

Showing & Location

Owner:
Show type:
Add Instruct: call
Gt.Code:

Map

X Street: E 17th Street
Directions:

School

Elem: Call School District / Oakland (510) 879-8111
Middle: Call School District
High: Call School District / Oakland (510) 879-8111
Building #:

Prop Faces:

Features

Accessibility:
Bathroom:
Bedroom:
Communication:
Construct Type:
Cooling: Air Conditioning - None, None
Dining Rm: Other
Energy Sav: Other
Ext. Amenities: Fenced, Sprinkler(s) - Auto, Other
Family Room:
Fence:
Fireplace: #0 / None, Other
Flooring: Hardwood, Laminate, Stone, Tile, Other
Foundation:
Heating: Gravity, Electric, Forced Air, Gas, Wall Furnace

Horse:
Interior: None, Other
Kitchen: Breakfast Bar, Countertop - Solid Surface/ Corian, Countertop - Stone, Dishwasher, Eat In Kitchen, Oven Range - Gas, Pantry, Oven Range, Refrigerator (s), Updated, Other
Laundry: None, Other
Lot Desc: Grade - Level, Other -
Other Rooms: None, Other
Pool YN:
Pool / Spa: None, Other, Pool - No
Prop Condition:
Roof: Composition
Security: Security Gate
Soil Condition:
Stories: One Story
Style: Bungalow, Unknown
View:

Garage/Parking

Garage: 0
Carport:
Open Parking:
Features: Parking Space(s), Spaces per Unit - 1, Parking Area, Garage - None
Builder Nm:
Constr. Status: Existing, Completed
ETA Complet.:

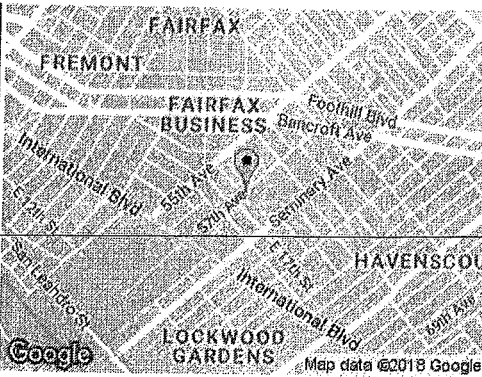
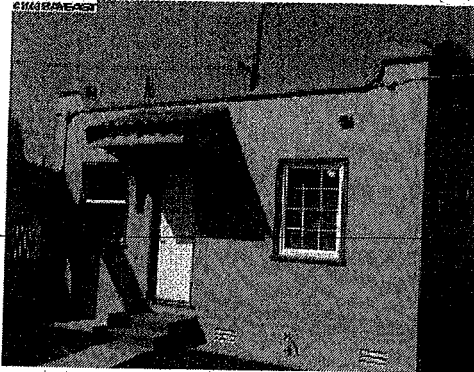
Structure(s)

Type:
O.S. Desc:
O.S. Size:
Model Name:
Price min:
Price max:

Complex Name: Mis-Match
C. Amenities: Playground, Other
HOA Name: NOT LISTED

Complex/HOA
#Units N Com: 26
C. Restrictions:
HOA Phone: (510) 326-6354

\*\* This unit is currently occupied by Concepcion Garcia and J. Romero



**MLS #:** BE40350814  
**Beds:** 1  
**Baths (F/P):** 1 (1/0)  
**Apprx. Bldg:** 452 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Bilt:** 73/1940  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**

**1808 57th Ave, #A, Oakland 94621**

**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable

**Status:** Canceled  
**Orig Price:** \$179,000  
**List Price:** \$144,000  
**Sale Price:**  
**\$/SqFt:** \$318.58

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**

**Ownership:**  
**Fin Terms:** Terms - Cash Offer, Type - Conventional  
**Public:** Gated Community... This One Won't Last... Newly renovated with lots of upgrades. Granite counter tops, new cabinets, new floors, etc. Will Sell Fast.  
**Private:** Additional 1% comm full price or above offer. Pls call LA @ 408-509-7911 for more info & showing instructions. This unit is under construction; pls show model unit @ 1800 Unit E. Gate Code 2502

**Showing & Location**

**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required

**Owner:**  
**Show type:**  
**Add Instruct:** See Confidential Remarks  
**Gt.Code:**

**Map**

**X Street:** E 14th St  
**Directions:**

**School**

**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Prop Faces:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:**  
**Construct Type:**  
**Cooling:** Air Conditioning - None  
**Dining Rm:**  
**Energy Sav:** Other  
**Ext. Amenities:** Fenced, Sprinkler(s) - Auto  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Hardwood, Laminate, Stone  
**Foundation:**  
**Heating:** Wall Furnace

**Horse:**  
**Interior:** None, Other  
**Kitchen:** Breakfast Bar, Countertop - Solid Surface/ Corian, Countertop - Stone, Dishwasher, Eat In Kitchen, Oven Range - Gas, Pantry, Oven Range, Refrigerator (s), Updated, Other  
**Laundry:** None, Other  
**Lot Desc:** Grade - Level -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Bungalow  
**View:**

**Garage/Parking**

**Garage:** 0  
**Carpport:**  
**Open Parking:**  
**Features:** Parking Space(s), Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Structure(s)**

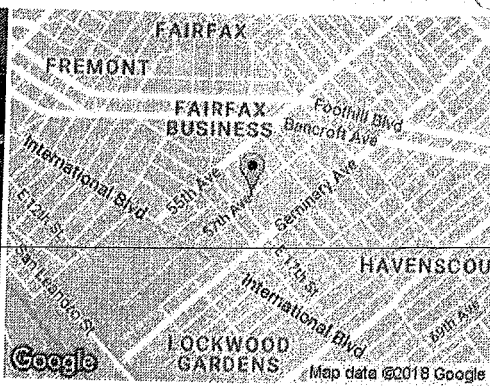
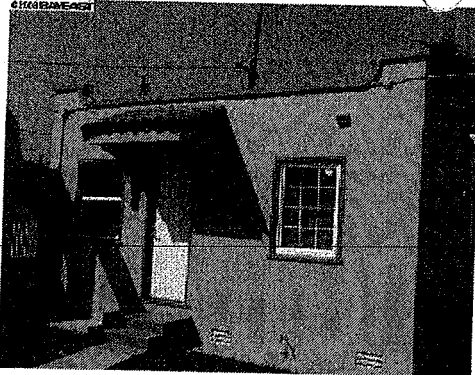
**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**

**Complex/HOA**

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$38/

**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard, Management Fee, Reserves, Security Service, Garbage, Water/Sewer

**\*\* This unit is currently occupied by Concepcion Garcia and Juan Romero**



**MLS #:** BE40350814  
**Beds:** 1  
**Baths (F/P):** 1 (1/0)  
**Apprx. Bldg:** 452 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Bilt:** 73/1940  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**



**1808 57th Ave, #A, Oakland 94621**

**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable

**Status:** Canceled  
**Orig Price:** \$179,000  
**List Price:** \$144,000  
**Sale Price:**  
**\$/SqFt:** \$318.58

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**

**Ownership:**  
**Fin Terms:** Terms - Cash Offer, Type - Conventional  
**Public:** Gated Community... This One Won't Last... Newly renovated with lots of upgrades. Granite counter tops, new cabinets, new floors, etc. Will Sell Fast.  
**Private:** Additional 1% comm full price or above offer. Pls call LA @ 408-509-7911 for more info & showing instructions. This unit is under construction; pls show model unit @ 1800 Unit E. Gate Code 2502

**Zoning:**

**Possession:** COE

**City Limit:**

**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required

**Showing & Location**

**Owner:**  
**Show type:**  
**Add Instruct:** See Confidential Remarks

**Map**

**X Street:** E 14th St  
**Directions:**

**School**

**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Prop Faces:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:**  
**Construct Type:**  
**Cooling:** Air Conditioning - None  
**Dining Rm:**  
**Energy Sav:** Other  
**Ext. Amenities:** Fenced, Sprinkler(s) - Auto  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Hardwood, Laminate, Stone  
**Foundation:**  
**Heating:** Wall Furnace

**Horse:**  
**Interior:** None, Other  
**Kitchen:** Breakfast Bar, Countertop - Solid Surface/ Corian, Countertop - Stone, Dishwasher, Eat In Kitchen, Oven Range - Gas, Pantry, Oven Range, Refrigerator (s), Updated, Other  
**Laundry:** None, Other  
**Lot Desc:** Grade - Level -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Bungalow  
**View:**

**Garage/Parking**

**Garage:** 0  
**Carport:**  
**Open Parking:**  
**Features:** Parking Space(s), Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Structure(s)**

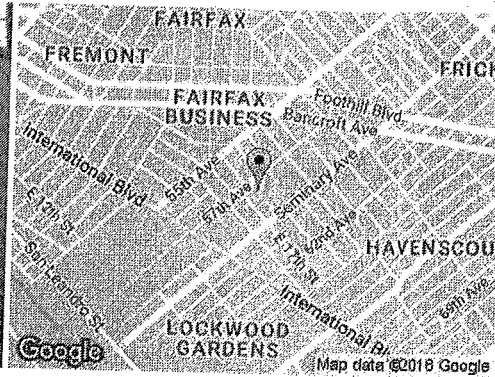
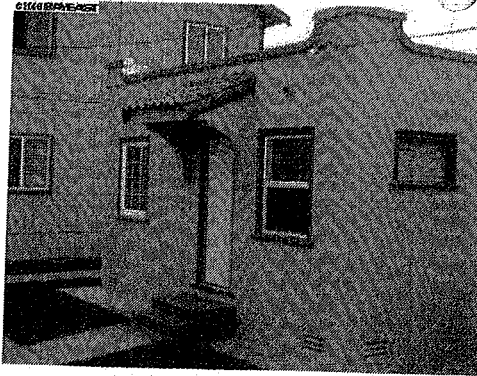
**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**

**Complex/HOA**

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$38/

**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard, Management Fee, Reserves, Security Service, Garbage, Water/Sewer

\*\* This is the unit currently occupied by Cristobal Pos



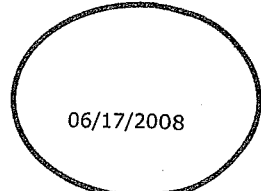
**MLS #:** BE40350808  
**Beds:** 1  
**Baths (F/P):** 1 (1/0)  
**Apprx.Bldg:** 452 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Blt:** 73/1940  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**

**1800 57th Ave, #B, Oakland 94621**

**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable  
**Ownership:**

**Status:** Canceled  
**Orig Price:** \$179,000  
**List Price:** \$144,000  
**Sale Price:**  
**\$/SqFt:** \$318.58

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**



**Fin Terms:** Terms - Cash Offer, Type - Conventional Possession: COE  
**Public:** Gated Community... This One Won't Last... Newly renovated with lots of upgrades. Granite counter tops, new cabinets, new floors, etc. Will Sell Fast.  
**Private:** Additional 1% comm full price or above offer. Pls call LA @ 408-509-7911 for more info & showing instructions. This unit is under construction; pls show model unit @ 1800 Unit E. Gate Code 2502

**Showing & Location**

**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required

**Owner:**  
**Show type:** Gt.Code:  
**Add Instruct:** See Confidential Remarks

**Map**  
**X Street:** E 14th St  
**Directions:**

**School**  
**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Prop Faces:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:**  
**Construct Type:**  
**Cooling:** Air Conditioning - None  
**Dining Rm:**  
**Energy Sav:** Other  
**Ext. Amenities:** Fenced, Sprinkler(s) - Auto  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Hardwood, Laminate, Stone  
**Foundation:**  
**Heating:** Wall Furnace

**Horse:**  
**Interior:** None, Other  
**Kitchen:** Breakfast Bar, Countertop - Solid Surface/ Corian, Countertop - Stone, Dishwasher, Eat In Kitchen, Oven Range - Gas, Pantry, Oven Range, Refrigerator (s), Updated, Other  
**Laundry:** None, Other  
**Lot Desc:** Grade - Level -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Bungalow  
**View:**

**Garage/Parking**

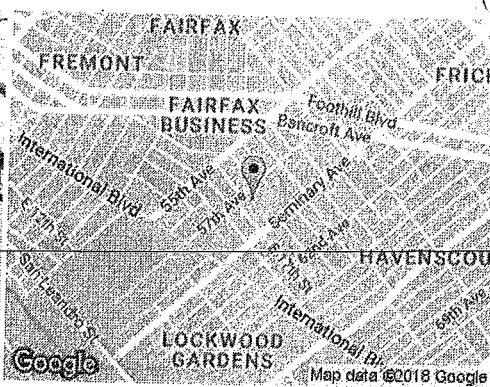
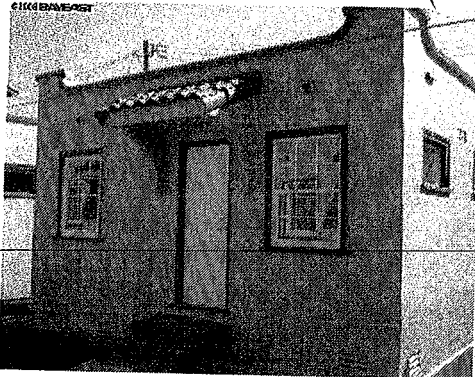
**Structure(s)**

**Garage:** 0  
**Carport:**  
**Open Parking:**  
**Features:** Parking Space(s), Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**  
**Complex/HOA**  
**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard, Management Fee, Reserves, Security Service, Garbage, Water/Sewer

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$38/

**\*\*This is the unit currently occupied by Maria Nuno**



**MLS #:** BE40350804  
**Beds:** 1  
**Baths (F/P):** 1 (1/0)  
**Apprx. Bldg:** 452 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Blt:** 73/1940  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**



**1800 57th Ave, #D, Oakland 94621**

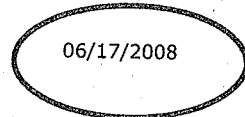
**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable  
**Ownership:**  
**Fin Terms:** Terms - Cash Offer, Type - Conventional  
**Public:** Gated Community... This One Won't Last...  
**Private:** Additional 1% comm full price offer or above. Pls call LA @ 408-509-7911 for more info & showing instructions. Gate Code 2502 As Is.

**Status:** Canceled  
**Orig Price:** \$179,000  
**List Price:** \$79,388  
**Sale Price:**  
**\$/SqFt:** \$175.64

**Zoning:**  
**Possession:** COE

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**

**City Limit:**



**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required

**Map**

**X Street:** E 14th St  
**Directions:**

**Prop Faces:**

**Showing & Location**

**Owner:**  
**Show type:**  
**Add Instruct:** See Confidential Remarks  
**Gt.Code:**

**School**

**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:**  
**Construct Type:**  
**Cooling:** Air Conditioning - None  
**Dining Rm:**  
**Energy Sav:** Other  
**Ext. Amenities:** Fenced, Sprinkler(s) - Auto  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Hardwood, Laminate, Stone  
**Foundation:**  
**Heating:** Wall Furnace

**Horse:**  
**Interior:** None, Other  
**Kitchen:** Breakfast Bar, Countertop - Solid Surface/ Corian, Countertop - Stone, Dishwasher, Eat In Kitchen, Oven Range - Gas, Pantry, Oven Range, Refrigerator (s), Updated, Other  
**Laundry:** None, Other  
**Lot Desc:** Grade - Level -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Bungalow  
**View:**

**Garage/Parking**

**Garage:** 0  
**Carport:**  
**Open Parking:**  
**Features:** Parking Space(s), Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Structure(s)**

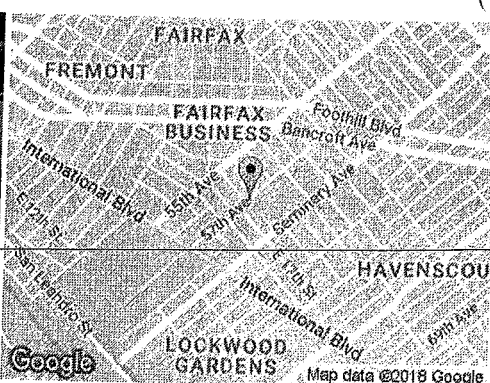
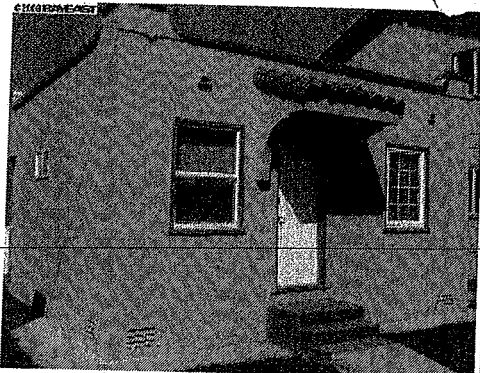
**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$38/

**Complex/HOA**  
**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard, Management Fee, Reserves, Security Service, Garbage, Water/Sewer

**HOA Docs:** Budget, Bylaws, CC&RS, Other

**HOA Trsfr Fee**



**MLS #:** BE40350825  
**Beds:** 1  
**Baths (F/P):** 1 (1/0)  
**Apprx.Bldg:** 452 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Blt:** 73/1940  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**

**1808 57th Ave, #E, Oakland 94621**

**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable  
**Ownership:**  
**Fin Terms:** Terms - Cash Offer, Type - Conventional  
**Public:** Gated Community... This One Won't Last... Newly renovated with lots of upgrades. Granite counter tops, new cabinets, new floors, etc. Will Sell Fast.  
**Private:** Additional 1% comm full price or above offer. Pls call LA @ 408-509-7911 for more info & showing instructions. This unit is under construction; pls show model unit @ 1800 Unit E. Gate Code 2502

**Status:** Canceled  
**Orig Price:** \$179,000  
**List Price:** \$144,000  
**Sale Price:**  
**\$/SqFt:** \$318.58

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**

**Zoning:**  
**Possession:** COE  
**City Limit:**  
 Newly renovated with lots of upgrades. Granite counter tops, new cabinets, new floors, etc. Will Sell Fast.

**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required  
**Map**  
**X Street:** E 14th St  
**Directions:**

**Showing & Location**  
**Owner:**  
**Show type:**  
**Add Instruct:** See Confidential Remarks  
**Gt.Code:**

**School**  
**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Prop Faces:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:**  
**Construct Type:**  
**Cooling:** Air Conditioning - None  
**Dining Rm:**  
**Energy Sav:** Other  
**Ext. Amenities:** Fenced, Sprinkler(s) - Auto  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Hardwood, Laminate, Stone  
**Foundation:**  
**Heating:** Wall Furnace

**Horse:**  
**Interior:** None, Other  
**Kitchen:** Breakfast Bar, Countertop - Solid Surface/ Corian, Countertop - Stone, Dishwasher, Eat In Kitchen, Oven Range - Gas, Pantry, Oven Range, Refrigerator (s), Updated, Other  
**Laundry:** None, Other  
**Lot Desc:** Grade - Level -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Bungalow  
**View:**

**Garage/Parking**

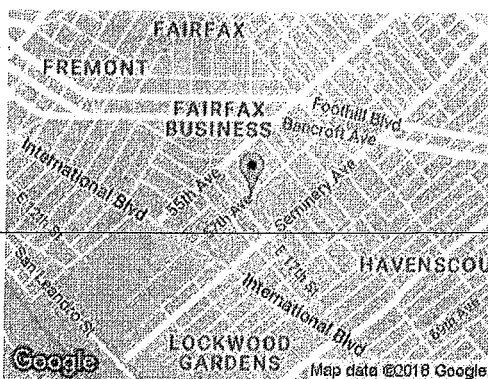
**Garage:** 0  
**Carpport:**  
**Open Parking:**  
**Features:** Parking Space(s), Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Structure(s)**  
**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$38/

**Complex/HOA**  
**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard, Management Fee, Reserves, Security Service, Garbage, Water/Sewer





**MLS #:** BE40350786  
**Beds:** 3  
**Baths (F/P):** 2 (2/0)  
**Apprx.Bldg:** 900 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Blt:** 25/1988  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**



**1804 57th Ave, #A, Oakland 94621**

**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable  
**Ownership:**  
**Fin Terms:** Builder's Lender - FHA, Type - Conventional, Possession: COE  
**Public:** Gated Community... This One Won't Last...  
**Private:** Please call JJ Batuary Yaman @ 408-509-7911 for more information and showing instructions. Gate Code 2502. As Is.

**Status:** Canceled  
**Orig Price:** \$259,000  
**List Price:** **\$149,499**  
**Sale Price:**  
**\$/SqFt:** \$166.11

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**  
**City Limit:**

**Showing & Location**

**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required

**Owner:**  
**Show type:**  
**Add Instruct:** See Confidential Remarks, lockbox location : Hand Railing

**Map**

**X Street:** International Bl  
**Directions:**

**School**

**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Prop Faces:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:** Intercom  
**Construct Type:**  
**Cooling:** Central -1 Zone  
**Dining Rm:**  
**Energy Sav:**  
**Ext. Amenities:** Fenced, Other  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Laminate, Tile  
**Foundation:**  
**Heating:** Forced Air

**Horse:**  
**Interior:** Other  
**Kitchen:** Countertop - Stone, Eat In Kitchen, Oven Range - Gas, Other  
**Laundry:** Other, Gas Hookup, Laundry Area - In Unit  
**Lot Desc:** Other -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Contemporary  
**View:**

**Garage/Parking**

**Garage:** 0  
**Carport:**  
**Open Parking:**  
**Features:** Assigned, Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Structure(s)**

**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$57/

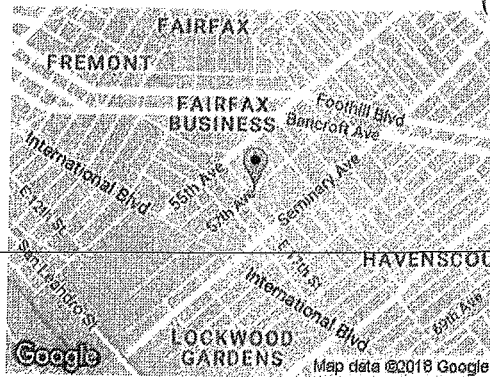
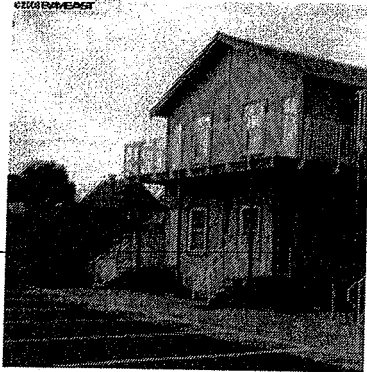
**Complex/HOA**  
**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard , Management Fee, Reserves, Garbage, Water/Sewer, Other

**HOA Docs:** Budget, Bylaws, CC&RS, Other  
**HOA Doc Fee:**

**HOA Trsfr Fee**  
**#Units N Build**

**Utilities**

000073



**MLS #:** BE40350780  
**Beds:** 3  
**Baths (F/P):** 2 (2/0)  
**Apprx.Bldg:** 900 SqFt (Other)  
**Apprx Lot:** 39,254 SqFt  
**Apprx Acr:** 0.900 Acres  
**Age/Yr Blt:** 25/1988  
**Parcel#:**  
**LA:** J.J. Baturay Yaman  
**LA Ph:** (408) 509-7911  
**Walk Score:**



**1802 57th Ave, #D, Oakland 94621**

**County:** Alameda  
**Area:** 2621 - Oakland Zip Code 94621  
**Class:** Res. Condominium / Condo  
**Land Use:**  
**Comm:** 3% Dual Variable  
**L.Type/Service:** Exclusive Right to Sell, Full Service  
**Special Info:** Not Applicable  
**Ownership:**  
**Fin Terms:** Builder's Lender - FHA, Type - Conventional, Possession: COE  
**Public:** Gated Community... This One Won't Last... Newly renovated with lots of upgrades. Granite counter tops, new cabinets, new floors, etc. Will Sell Fast.  
**Private:** Please call JJ Baturay Yaman@ 408-509-7911 for more information and showing instructions. This unit is under construction; please show model unit @ 1802 Unit A. Gate Code 2502.

**Status:** Canceled  
**Orig Price:** \$259,000  
**List Price:** **\$204,000**  
**Sale Price:**  
**\$/SqFt:** \$226.67

**Dates**  
**Original:**  
**List:** 06/17/2008  
**Sale:**  
**COE:**  
**Expires:**  
**Off Mrkt:** 02/02/2009  
**Incorp:**

**Zoning:**

**City Limit:**

**Showing & Location**

**Showing Information**

**Occupied By:** Tenant  
**Show Contact:**  
**Phone:**  
**Instructions:** 24-Hour Notice Required

**Owner:**  
**Show type:**  
**Add Instruct:** See Confidential Remarks  
**Gt.Code:**

**Map**

**X Street:** International Bl  
**Directions:**

**School**

**Elem:** Call School District / Oakland (510) 879-8111  
**Middle:** Call School District  
**High:** Call School District / Oakland (510) 879-8111  
**Building #:**

**Prop Faces:**

**Features**

**Accessibility:**  
**Bathroom:**  
**Bedroom:**  
**Communication:** Intercom  
**Construct Type:**  
**Cooling:** Central -1 Zone  
**Dining Rm:**  
**Energy Sav:**  
**Ext. Amenities:** Fenced, Other  
**Family Room:**  
**Fence:**  
**Fireplace:** #0 / None  
**Flooring:** Laminate, Tile  
**Foundation:**  
**Heating:** Forced Air

**Horse:**  
**Interior:** Other  
**Kitchen:** Countertop - Stone, Eat In Kitchen, Oven Range - Gas, Other  
**Laundry:** Other, Gas Hookup, Laundry Area - In Unit  
**Lot Desc:** Other -  
**Other Rooms:** None  
**Pool YN:**  
**Pool / Spa:** None, Pool - No  
**Prop Condition:**  
**Roof:** Composition  
**Security:** Security Gate  
**Soil Condition:**  
**Stories:** One Story  
**Style:** Contemporary  
**View:**

**Garage/Parking**

**Garage:** 0  
**Carpport:**  
**Open Parking:**  
**Features:** Assigned, Spaces per Unit - 1, Garage - None  
**Builder Nm:**  
**Constr. Status:** Existing  
**ETA Complet.:**

**Structure(s)**

**Type:**  
**O.S. Desc:**  
**O.S. Size:**  
**Model Name:**  
**Price min:**  
**Price max:**

**Complex Name:** Mis-Match  
**C. Amenities:**  
**HOA Name:** NOT LISTED  
**HOA Fee:** \$57/

**Complex/HOA**  
**#Units N Com:** 26  
**C. Restrictions:**  
**HOA Phone:** (408) 509-7911  
**HOA Covers:** Maintenance - Common Area, Maintenance - Exterior, Insurance - Hazard, Management Fee, Reserves, Garbage, Water/Sewer, Other

**HOA Docs:** Budget, Bylaws, CC&RS, Other

**HOA Trsfr Fee**

## CHRONOLOGICAL CASE REPORT

Consolidated Case Nos.: T17-0198, Hernandez v. Fanfu Investment  
T17-0200, Arcos v. Sun  
T17-0204, Garcia et al. v. Sun  
T17-0207, Nuno v. Sun

Property Address: 1800 57<sup>th</sup> Avenue, Oakland, CA

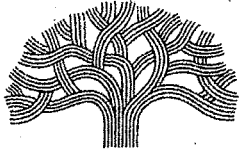
Parties: Manuel Hernandez (Tenant)  
Cristobal Arcos (Tenant)  
Ma Concepcion Garcia (Tenant)  
Maria Nuno (Tenant)  
Tommy Sun (Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Hernandez filed Petition	March 22, 2017
Tenant Arcos filed Petition	March 23, 2017
Tenants Garcia & Nuno filed Petitions	March 24, 2017
Owner Response filed for all cases	May 19, 2017
Hearing Decision mailed	November 15, 2017
Owner Appeal filed for all cases	December 4, 2017

T17-0198

Re/MA



CITY OF OAKLAND

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

2017 MAR 22 AM 10:44

**TENANT PETITION**

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

**Please print legibly**

Your Name <i>Manuel Hernandez</i>	Rental Address (with zip code) <i>1812-52th. Apt G Oakland CA. 94621</i>	Telephone: <i>510 613-5217</i>
Your Representative's Name	Mailing Address (with zip code)	E-mail:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
Property Manager or Management Co. (if applicable) <i>TOMMY SUN</i>	Mailing Address (with zip code) <i>6114th SALLE AVE. #426 Oakland CA. 94611</i>	Telephone: <i>415-706-2661</i>
<i>fanfo investment unit</i>		E-mail: <i>510 978 6972</i>

Number of units on the property: 20

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

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

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

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

	rent increase.
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 12-1-10 Initial Rent: \$ 650 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>3-1-17</u>	<u>5-1-17</u>	\$ <u>700</u>	\$ <u>850</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>5-28-16</u>	<u>7-1-16</u>	\$ <u>675</u>	\$ <u>700</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

Yes

No

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

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

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

Are you being charged for services originally paid by the owner?

Yes  No

Have you lost services originally provided by the owner or have the conditions changed?

Yes  No

Are you claiming any serious problem(s) with the condition of your rental unit?

Yes  No

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

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

Please attach documentary evidence if available.

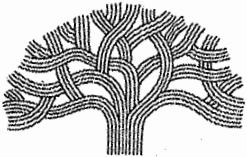
You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

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

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

Manuel Hernandez  
Tenant's Signature

3-22-17  
Date



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.  
RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

2017 MAY 19 PM 3:31

**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 T17-0198**

Your Name  Tommy SUN	Complete Address (with zip code) 6114 La Salle ave 426 Oakland CA 94611	Telephone: 415 7062661 Email: Famf Investment@gmail.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Manuel Hernandez	Complete Address (with zip code) 1812 57th AVE #6 Oakland CA 94621	
Property Address (If the property has more than one address, list all addresses) 1800 57th ave - oakland CA 94621		Total number of units on property 25

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 18  
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: 4/14/2010

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>
_____	<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"/>

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 \_\_\_\_\_.

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

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

If yes, on what date was the Notice first given? \_\_\_\_\_

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

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No



**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.

**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.**

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

9-18-17  
\_\_\_\_\_  
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.

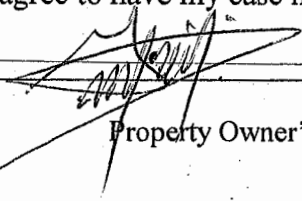
**Mediation Program**

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

05-18-17

Date

# Condominium Exemption

① NO

② NO

③ NO

④ NO

⑤ YES

⑥ NO

⑦ YES, ① Purchased  
From BR 473 CONDOS LLC

⑧ NO

~~MITT~~



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:** T17-0198, Hernandez v. Fanfu Investment Company  
T17-0200, Arcos v. Sun  
T17-0204, Garcia et al. v. Sun  
T17-0207, Nuno v. Sun

**PROPERTY ADDRESS:** 1800 57<sup>th</sup> Avenue, Oakland, CA

**DATE OF HEARING:** July 27, 2017

**DATE OF DECISION:** October 20, 2017

**APPEARANCES:** Manuel Hernandez, Tenant  
Cristobal Arcos, Tenant  
Ma Concepcion Garcia, Tenant  
Maria Nuno, Tenant  
Omar Mendez, Property Manager  
Tommy Sun, Owner  
Alex Bratkievich, Interpreter

## SUMMARY OF DECISION

The tenants' petitions are partly granted. The subject property is not exempt from the Rent Adjustment Program. The legal rent for each unit is set forth in the Order below.

## CONTENTIONS OF THE PARTIES

Tenants Manuel Hernandez, Cristobal Arcos, Ma Concepcion Garcia, and Maria Nuno, each filed a petition contesting rent increases on the grounds that the increases exceed the Consumer Price Index (CPI) Adjustment and are unjustified or are greater than 10%. They also allege that they never received written notice of the Rent Adjustment Program (RAP Notice).

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Additionally, Tenant Garcia claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in the unit due to mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Additionally, Tenant Nuno claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in her unit due to a leak in the roof, a rat infestation, mold in her unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on her oven.

The owner filed a timely response to the petitions claiming that the subject units are exempt from the Rent Adjustment Program as condominiums pursuant to the Costa-Hawkins Act.

### THE ISSUES

- (1) Are the subject units exempt from the jurisdiction of the Rent Adjustment Program?
- (2) If not exempt, are the rent increases valid?
- (3) Have any of the tenants' housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

### EVIDENCE

#### Rent History, RAP Notice, and Rent Increases

Tenant Hernández: Manuel Hernandez moved into the subject building in December of 2010 at an initial rent of \$650.00 a month. Mr. Hernandez's petition alleges that he is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase his rent from \$700.00 to \$850.00 a month. He submitted a copy of the rent increase notice with his petition<sup>1</sup>.

Mr. Hernandez stated on his petition and testified at the hearing that he has never received a copy of the RAP Notice. This evidence was not disputed. He further testified that he is currently paying \$700.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Arcos: Cristobal Arcos moved into the subject building in October of 2012 at an initial rent of \$775.00. Mr. Arcos' petition alleges that he is contesting the following rent increases:

1. From \$775.00 to \$800.00 effective October of 2013.
2. From \$800.00 to \$825.00 effective October of 2014.
3. From \$825.00 to \$850.00 effective October of 2015.
4. From \$850.00 to \$1000.00 effective February of 2017.

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<sup>1</sup> Exhibit 2

At the hearing Mr. Arcos clarified that he has not yet received a notice of rent increase for the increase from \$850.00 to \$1000.00. He testified that he spoke with the property manager when the property manager was giving rent increase notices to other tenants and was informed that he would receive a rent increase from \$850.00 to \$1000.00 when his lease was up for renewal in November of 2017. He further testified that he has never received a copy of the RAP Notice. This evidence was not disputed. Finally, he testified that he is currently paying \$850.00 in rent monthly.

Tenant Garcia: Ma Concepcion Garcia moved into the subject building in 2010 at an initial rent of \$800.00 monthly. Ms. Garcia's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>2</sup>.

Ms. Garcia stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Nuno: Maria Nuno moved into the subject building in October of 2012 at an initial rent of \$775.00 monthly. Ms. Nuno's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, increasing her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>3</sup>.

Ms. Nuno stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

#### Decreased Housing Services

Tenant Garcia: Ms. Garcia complained of mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Mold: Ms. Garcia testified that she has had issues with mold in her unit for some time now. The mold appears during the rainy season throughout her unit; in the bedrooms, bathroom and living room. She cleans the mold when she sees it but it comes back again when it rains. She testified that currently there is no mold in her unit; it has not returned since the last time she cleaned it. She has never notified the owner of the mold issue.

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<sup>2</sup> Exhibit 3

<sup>3</sup> Exhibit 4

The property manager confirmed that Ms. Garcia never notified him of mold in her apartment.

Rat Infestation: Ms. Garcia testified that she has had issues with rats in her unit since she moved into the unit in 2010. The problem worsens when it is warm out. She has complained to the property manager about the problem several times. Whenever she raises the issue with the property manager, he sends someone to plug the holes in the unit with foam. But the rats make new holes and return.

The property manager testified that after he was notified of a rat problem in the tenant's unit he inspected her unit and sealed off all areas where rats could potentially enter the unit. In addition, he set out rat traps and rat poison. This resolved the problem for a while but the rats returned. He testified that he takes the same steps to remediate the rat infestation whenever the rats return. He believes that the rats keep returning because of garbage left out by the tenants.

Broken Oven: Ms. Garcia testified that her oven stopped working in October of 2016. After she notified the property manager that the oven didn't work, he replaced it in December of 2016. Shortly after the oven was replaced, it stopped working again. She notified the property manager that the new oven also stopped working. The property manager finally installed a new oven in June of 2017, and the problem has since been resolved.

The property manager testified that after Ms. Garcia notified him that her oven wasn't working in October of 2016 he ordered a new oven, and it was delivered and installed in December of 2016. About a month after the oven was replaced, Ms. Garcia notified him that the new oven didn't work either. He testified that he misplaced the warranty for the new oven, and after attempting to locate it, he called the company and was informed that the warranty for the new oven had expired. This caused a delay in ordering a new oven. He testified that a new oven was installed in June of 2017 and this issue has since been resolved.

Broken Refrigerator: Ms. Garcia testified that the temperature gauge in her refrigerator doesn't work properly so the food spoils. She noticed this problem in November or December of 2016 and notified the property manager. After she notified the owner, he told her that they had just replaced her oven and she would have to wait to have her refrigerator replaced. The refrigerator has still not been replaced.

The property manager testified that after Ms. Garcia notified him of issues with her refrigerator, he went to look at it and the temperature gauge worked. He told her that since the refrigerator was functional, he would wait until he needed to replace several refrigerators and would place a bulk order for new refrigerators at that time.

Emergency Exit: Ms. Garcia testified that the steps in front of the emergency exit door were rotting. She first noticed this issue during the rainy season in the winter of

2016. She notified the property manager's wife of the rotting steps but does not recall when she notified her. She testified that the steps were fixed in June of 2017.

The property manager agreed that after he was notified of the rotting steps, they were fixed in June of 2017.

Tenant Nuno: Tenant Nuno complained of a leak in the roof, a rat infestation, mold in the unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on the oven.

Leak in Roof: Ms. Nuno testified that she first noticed a leak in her roof in 2014. She notified the property manager, and he sent workers to repair it. She testified that this past year, during the winter of 2016, there were many leaks in the roof due to the heavy rain. She told the property manager that her friend could look into the problem but the property manager told her that he would send his own workers. He never sent anyone to repair the roof but the leaks have stopped since it stopped raining.

The property manager said that after Ms. Nuno notified him of leaks in the roof back in December of 2016 he sent workers to repair the leaks. He didn't receive any more complaints about leaks after that so he thought the issue had been resolved.

Rat Infestation: Ms. Nuno testified that she saw one rat in her unit in 2015. She kept seeing the rat for two or three months. She notified the property manager but before he could address the issue, she put out poison herself and killed the rat. She couldn't find the dead rat so she told the property manager and he found the rat under her refrigerator. She has not had any issues with rats in her unit since she killed this rat.

The property manager testified that it was a mouse not a rat in Ms. Nuno's unit, and after it was caught, he never received any more complaints about mice in her unit.

Mold: Ms. Nuno testified that she has had issues with mold in her unit whenever there is a lot of humidity. She always tries to clean it herself when she sees. She testified that she notified the property manager's wife about the mold three years ago and his wife gave her a spray to clean the mold. Since then she cleans the mold with Clorox whenever she sees it. She never notified the property manager about the mold.

Roach Infestation: Ms. Nuno testified that there was a roach infestation in her unit back in 2013/2014. She notified the property manager and he sent someone to fumigate the unit. They fumigated the unit several times, but the roaches kept returning. She finally purchased a spray herself to address the issue and the roaches have not returned since then.

The property manager testified that after Ms. Nuno complained about roaches he sent someone to fumigate Ms. Nuno's unit several times but the roaches kept returning until Ms. Nuno used her own spray. He testified that Ms. Nuno recommended the spray



to him and he even used it for his own unit and he hasn't had any issues with roaches in the building since then.

Broken Light Fixture: Ms. Nuno testified that the light fixture in her bedroom broke in July of 2015. She notified the property manager and he said he would send his brother to fix it but he never did. She never raised the issue again.

The property manager testified that he does not recall being notified of the broken light fixture and if he was notified then it must have slipped his mind. He testified that his brother is an electrician and he usually sends him to make repairs right away when he's notified of an issue. He testified that now that he has been notified of this issue, he will send an electrician immediately to repair the light fixture.

Handles on Oven: Ms. Nuno testified that the metal handle on her oven door came off about a year ago. She told the property manager's wife about this issue but never notified the property manager. She testified that her neighbor Mr. Arcos helped her screw the handle back on.

The property manager testified that he was never notified of any issues with Ms. Nuno's oven.

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

The owner testified that the subject units are condominiums and are exempt from the Rent Adjustment Program. He testified that the subject building consists of twenty-six (26) condominiums and he owns twenty-five (25) of them. He purchased all twenty-five (25) condominiums from BR473 Condos, LLC. He purchased the condominiums in a single transaction and they are all listed on one Grant Deed. He submitted a copy of the Grant Deed, recorded on April 4, 2010, and it shows Fanfu Investment Company as the grantee<sup>4</sup>. The Grant Deed shows that each condominium has a separate assessor parcel number and that the owner has a 93.386% ownership interest in the entire building<sup>5</sup>.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

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

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

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<sup>4</sup> Exhibit 1

<sup>5</sup> Exhibit 1

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

The units were not sold separately. The owner purchased twenty-five (25) of the twenty-six (26) units in the building in a single transaction, and has a 93.386% ownership interest in the entire building. Therefore, the owner's units are not exempt from the Rent Ordinance<sup>6</sup>.

The Board has also held that an owner who purchased a four-unit building from the sub divider was not entitled to an exemption from the Rent Ordinance because the units were not purchased by individual purchasers<sup>7</sup>.

### RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>8</sup> and together with any notice of rent increase<sup>9</sup>. An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice<sup>10</sup>.

The RAP Notice was not provided to the tenants at the start of the tenancy or together with any of the notice of rent increases. Since the tenants were never provided the RAP Notice, the contested rent increases are invalid.

Tenant Hernandez's monthly rent remains \$700.00, the amount prior to the contested rent increase. Tenant Garcia and Tenant Nuno's rent remains \$850.00, the amount prior to the contested rent increases. Since Tenant Arcos contested all prior rent increases in his petition, and he never received a copy of the RAP Notice, all the contested rent increases are invalid and his rent will be rolled back to \$775.00 monthly, the amount he paid when he first moved in. Because Mr. Arcos paid the rent increases in 2013, 2014, and 2015, he is entitled to restitution for overpayment of rent but restitution is limited to three (3) years prior to the hearing<sup>11</sup>. Mr. Arcos will receive a credit for rent overpayments as shown on the table below.

<sup>6</sup> California Civil Code, Section 1954.3(A)

<sup>7</sup> T15-0229,0230,0336,0337, Tenants v. Golden State Ventures

<sup>8</sup> O.M.C. Section 8.22.060(A)

<sup>9</sup> O.M.C. Section 8.22.070(H)(1)(A)

<sup>10</sup> O.M.C. Section 8.22.060(C)

<sup>11</sup> HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Jul-14	1-Sep-14	\$800	\$775	\$ 25.00	3	\$ 75.00
1-Oct-14	1-Sep-15	\$825	\$775	\$ 50.00	12	\$ 600.00
1-Oct-15	1-Jun-17	\$850	\$775	\$ 75.00	21	\$ 1,575.00
						\$ -
<b>TOTAL OVERPAID RENT</b>						<b>\$ 2,250.00</b>

**RESTITUTION**

	MONTHLY RENT		\$775
	TOTAL TO BE REPAID TO TENANT	\$ 2,250.00	
	TOTAL AS PERCENT OF MONTHLY RENT		290%
AMORTIZED OVER	12	MO. BY REG. IS	\$ 187.50
OR			
OVER		MONTHS BY HRG. OFFICER IS	

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>12</sup> and may be corrected by a rent adjustment.<sup>13</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

Additionally, the tenants have the burden of proof with respect to each claim.

Tenant Garcia:

Mold: Ms. Garcia never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Rat Infestation: After he was notified of the rat infestation, the property manager took reasonable steps to remediate the problem, and he continues to do so if the rats return. Furthermore, he testified credibly that the tenants contribute to the rat problem by leaving garbage out. For this reason, compensation for this claim is denied.

Broken Oven: The tenant has sustained a decrease in housing services regarding the broken oven in her unit and is entitled to compensation for the period from October 2016 to June of 2017, as stated in the Table below.

<sup>12</sup> O.M.C. Section 8.22.070(F)

<sup>13</sup> O.M.C. Section 8.22.110(E)



after this mouse was killed the tenant did not experience any more problems with mice. The problem has been resolved, therefore compensation for this claim is denied.

Mold: Ms. Nuno never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Roach Infestation: The roach infestation was remediated in 2014 and the roaches have not returned since then, therefore compensation for this claim is denied.

Broken Light Fixture: The property manager testified credibly that he does not recall being notified of a broken light fixture in the tenant's bedroom and the tenant testified that she never raised the issue again after bringing it up once. For this reason, this claim is denied. However, the property manager is now on notice that the light fixture in the tenant's bedroom is broken.

Handles on Oven: The property manager testified credibly that he was never notified of any issues with the tenant's oven handles. For this reason, this claim is denied.

## ORDER

### T17-0198 Hernandez v. Fanfu Investment Company:

1. In Hernandez v. Fanfu Investment Company, the rent increase is invalid and the tenant's base rent remains \$700.00 a month.

### T17-0200 Arcos v. Sun:

2. In Arcos v. Sun, all prior rent increases are invalid and the tenant's base rent is rolled back to \$775.00 a month.

3. Due to overpayment of rent, tenant Arcos is owed restitution in the amount of \$2,250.00. This overpayment is adjusted by a rent decrease for the next twelve (12) months in the amount of \$187.50 a month.

4. Tenant Arcos' rent for the months of November 2017 through October 2018 is \$587.50. His rent will revert to \$775.00 a month in November of 2018.

### T17-0204 Garcia et al v. Sun:

5. In Garcia et al v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

6. Due to past decreased services in this case, tenant Garcia is owed restitution in the amount of \$382.50. This overpayment is adjusted by a rent decrease for the next six (6) months in the amount of \$63.75 a month.

7. Tenant Garcia's rent for the months of November 2017 through April 2018 is \$786.25 per month. Her rent will revert to \$850.00 a month in May of 2018.

**T17-0207 Nuno v. Sun:**

8. In Nuno v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

9. Tenant Nuno's claim of decreased housing services is denied.

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

Dated: October 20, 2017

  
\_\_\_\_\_  
Maimooha Sahi Ahmad  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T17-0198**

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

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

**Tenant**

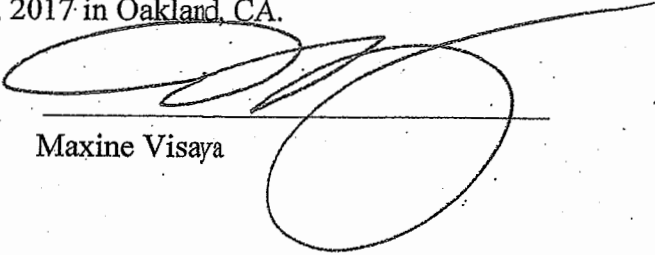
Manuel Hernandez  
1812 57th Ave #G  
Oakland, CA 94621

**Owner**

Fanfu Investment  
6114 LaSalle Ave #426  
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 November 15, 2017 in Oakland, CA.

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

**PROOF OF SERVICE**

**Case Number T17-0200**

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

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

**Tenant**

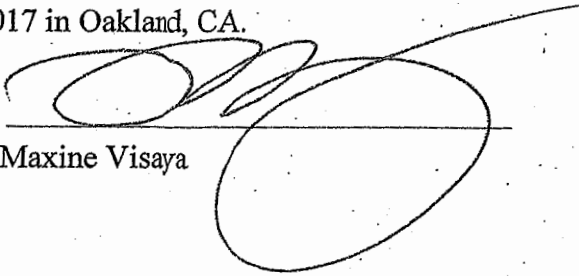
Cristobul Arcos  
1800 57th Ave B  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Ave.  
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 November 15, 2017 in Oakland, CA.

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

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**PROOF OF SERVICE**

**Case Number T17-0204**

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

**Tenant**

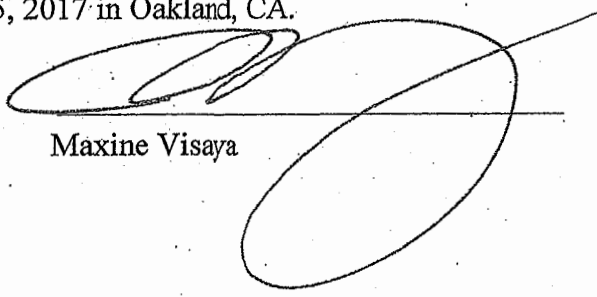
Concepcion Garcia & Javier Romero  
1808 57th Ave #A  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Avenue Ave  
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 November 15, 2017 in Oakland, CA.

  
Maxine Visaya

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**PROOF OF SERVICE**

**Case Number T17-0207**

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

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

**Tenant**

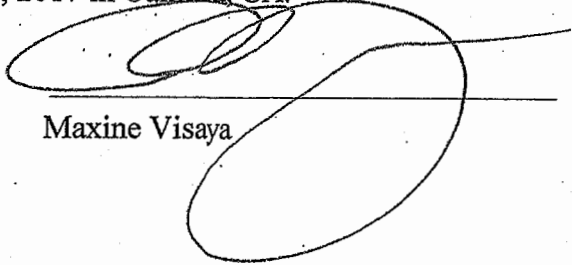
Maria Nuno  
1800 57th Ave #D  
Oakland, CA 94621

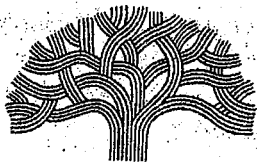
**Owner**

Tommy Sun  
6114 La Salle Ave  
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 November 15, 2017 in Oakland, CA.

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



CITY OF OAKLAND

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp.

2017 DEC -4 AM 11:58

**APPEAL**

Appellant's Name <b>FANFU Investment Company</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) <b>1800 57th Avenue, Oakland CA.</b>		
Appellant's Mailing Address (For receipt of notices) <b>6114 La Salle ave #426 Oakland</b>		Case Number <b>T 17-0198</b>
		Date of Decision appealed
Name of Representative (if any) <b>Tommy Sun</b>	Representative's Mailing Address (For notices) <b>6114 La Salle ave #426 Oakland</b>	

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.

REVIEWED AND APPROVED
<i>NS</i> <i>12/11/17</i>
INITIAL DATE

000099


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

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

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

I declare under penalty of perjury under the laws of the State of California that on December 4, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Hernandez Manuel
<b>Address</b>	1812 57th av oakland CA # 9
<b>City, State Zip</b>	Oakland CA 94621
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	12-04-17
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

## **IMPORTANT INFORMATION:**

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- 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 as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

---

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

FANFU INVESTMENT CO  
6114 LA SALLE AVE #426  
OAKLAND CA 94621

la razon por la cual se esta  
apelando por que la propiedad  
no esta de acuerdo con la Decision  
que fue tomado. ~~de~~ el programa.

Rent Adjustment Program.

ESTA Propiedad esta Registrado  
como CONDOMINIO.

The reason for the appeal is because  
the property management Fanfu Investment CO  
is not satisfied and does not agree with  
the decision.

Rent adjustment program is stating  
property as apartment but Fanfu  
Investment CO. is paying as a  
condominium property.

---

2016-2017  
For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

**ALAMEDA COUNTY**  
**SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
38-3237-89	08198400	17-045	

Location of Property  
1812 57TH AVE G, OAKLAND  
Assessed to on January 1, 2016  
FANFU INVESTMENT CO

FANFU INVESTMENT CO  
6114 LA SALLE AVE # 426  
OAKLAND CA 94611-2802



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	272.96
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	.1961%	53.52
SCHOOL UNIFIED	.1151%	31.42
SCHOOL COMM COLL	.0256%	6.99
BAY AREA RAPID TRANSIT	.0080%	2.18
EAST BAY REGIONAL PARK	.0032%	.87
EBMUD SPEC DIST 1	.0028%	.76
<b>TOTAL</b>	<b>1.3508%</b>	<b>368.70</b>

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	30.68
CSA VECTOR CONTROL	(800)273-5167	7.20
CITY EMERG MEDICAL	(510)238-3704	13.98
CITY PARAMEDIC SRV	(510)238-3704	11.14
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
OUSD MEASURE N	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-3704	102.36
FLOOD BENEFIT 12	(510)670-6615	3.34
HAZ WASTE PROGRAM	(877)786-7927	8.60
CSA VECTOR CNTRL B	(800)273-5167	2.48
MOSQUITO ASSESS 2	(800)273-5167	1.50
AC TRANSIT MEAS W	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-3704	98.66
EBMUD WETWEATHER	(510)287-2048	94.10
EAST BAY TRAIL LLD	(888)512-0316	5.44
EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-3704	76.98
<b>Total Fixed Charges and/or Special Assessments</b>		<b>929.20</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	8,296		
FIXTURES	19,000		
TOTAL REAL PROPERTY	27,296		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	27,296	1.3508%	368.70
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	27,296	1.3508%	368.70
			<b>368.70</b>
First Installment	Second Installment	Total Amount Due	
\$648.95	\$648.95	<b>\$1,297.90</b>	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

ECHECK ACCEPTED THROUGH JUNE 30, 2017  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/).

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/) OR BY PHONE (510)272-6800, MOBILE @ [www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) THROUGH JUNE 30, 2017. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/).

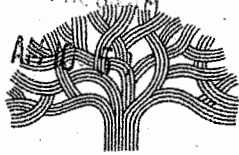
PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office  
Payment Questions/Credit Card Payments  
(510) 272-6800

Assessor's Office  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

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2017 MAR 23 AM 10:50



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

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CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

For date stamp  
MAR 23 AM 10:50

**TENANT PETITION**

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

**Please print legibly**

Your Name <b>Cristobal Arcos</b>	Rental Address (with zip code) <b>1800 ST AVE</b>	Telephone: <b>510 927 0057</b> E-mail:
Your Representative's Name ..	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <b>Tommy Sun</b>	Mailing Address (with zip code) <b>2609 internacional BIU #1 94601</b>	Telephone: <b>(415) 685 6935</b> Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: \_\_\_\_\_

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

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

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

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



	rent increase.
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input checked="" type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 10-09-12 Initial Rent: \$ 775 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?	
		From	To		Yes	No
<u>10-09-13</u>		\$ <u>775</u>	\$ <u>800</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>10-09-14</u>		\$ <u>810</u>	\$ <u>825</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>10-09-15</u>		\$ <u>825</u>	\$ <u>850</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>02-09-17</u>		\$ <u>850</u>	\$ <u>1000</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes  
 No

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

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

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

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

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

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

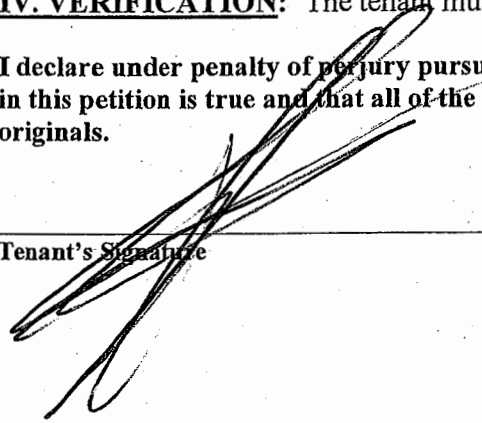
Please attach documentary evidence if available.

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

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

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

Tenant's Signature



03-23-2017  
Date

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

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

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

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

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

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

03/23/2017  
\_\_\_\_\_  
Date

**VI. IMPORTANT INFORMATION:**

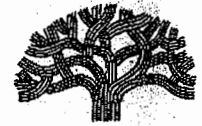
**Time to File** This form must be received at the offices of the City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22.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

**File Review**

Your property owner(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 Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. 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.

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

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



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:** T17-0198, Hernandez v. Fanfu Investment Company  
T17-0200, Arcos v. Sun  
T17-0204, Garcia et al. v. Sun  
T17-0207, Nuno v. Sun

**PROPERTY ADDRESS:** 1800 57<sup>th</sup> Avenue, Oakland, CA

**DATE OF HEARING:** July 27, 2017

**DATE OF DECISION:** October 20, 2017

**APPEARANCES:** Manuel Hernandez, Tenant  
Cristobal Arcos, Tenant  
Ma Concepcion Garcia, Tenant  
Maria Nuno, Tenant  
Omar Mendez, Property Manager  
Tommy Sun, Owner  
Alex Bratkievich, Interpreter

### **SUMMARY OF DECISION**

The tenants' petitions are partly granted. The subject property is not exempt from the Rent Adjustment Program. The legal rent for each unit is set forth in the Order below.

### **CONTENTIONS OF THE PARTIES**

Tenants Manuel Hernandez, Cristobal Arcos, Ma Concepcion Garcia, and Maria Nuno, each filed a petition contesting rent increases on the grounds that the increases exceed the Consumer Price Index (CPI) Adjustment and are unjustified or are greater than 10%. They also allege that they never received written notice of the Rent Adjustment Program (RAP Notice).

000108

Additionally, Tenant Garcia claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in the unit due to mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Additionally, Tenant Nuno claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in her unit due to a leak in the roof, a rat infestation, mold in her unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on her oven.

The owner filed a timely response to the petitions claiming that the subject units are exempt from the Rent Adjustment Program as condominiums pursuant to the Costa-Hawkins Act.

### THE ISSUES

- (1) Are the subject units exempt from the jurisdiction of the Rent Adjustment Program?
- (2) If not exempt, are the rent increases valid?
- (3) Have any of the tenants' housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

### EVIDENCE

#### Rent History, RAP Notice, and Rent Increases

Tenant Hernández: Manuel Hernandez moved into the subject building in December of 2010 at an initial rent of \$650.00 a month. Mr. Hernandez's petition alleges that he is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase his rent from \$700.00 to \$850.00 a month. He submitted a copy of the rent increase notice with his petition<sup>1</sup>.

Mr. Hernandez stated on his petition and testified at the hearing that he has never received a copy of the RAP Notice. This evidence was not disputed. He further testified that he is currently paying \$700.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Arcos: Cristobal Arcos moved into the subject building in October of 2012 at an initial rent of \$775.00. Mr. Arcos' petition alleges that he is contesting the following rent increases:

1. From \$775.00 to \$800.00 effective October of 2013.
2. From \$800.00 to \$825.00 effective October of 2014.
3. From \$825.00 to \$850.00 effective October of 2015.
4. From \$850.00 to \$1000.00 effective February of 2017.

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<sup>1</sup> Exhibit 2

At the hearing Mr. Arcos clarified that he has not yet received a notice of rent increase for the increase from \$850.00 to \$1000.00. He testified that he spoke with the property manager when the property manager was giving rent increase notices to other tenants and was informed that he would receive a rent increase from \$850.00 to \$1000.00 when his lease was up for renewal in November of 2017. He further testified that he has never received a copy of the RAP Notice. This evidence was not disputed. Finally, he testified that he is currently paying \$850.00 in rent monthly.

Tenant Garcia: Ma Concepcion Garcia moved into the subject building in 2010 at an initial rent of \$800.00 monthly. Ms. Garcia's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>2</sup>.

Ms. Garcia stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Nuno: Maria Nuno moved into the subject building in October of 2012 at an initial rent of \$775.00 monthly. Ms. Nuno's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, increasing her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>3</sup>.

Ms. Nuno stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

#### Decreased Housing Services

Tenant Garcia: Ms. Garcia complained of mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Mold: Ms. Garcia testified that she has had issues with mold in her unit for some time now. The mold appears during the rainy season throughout her unit; in the bedrooms, bathroom and living room. She cleans the mold when she sees it but it comes back again when it rains. She testified that currently there is no mold in her unit; it has not returned since the last time she cleaned it. She has never notified the owner of the mold issue.

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<sup>2</sup> Exhibit 3

<sup>3</sup> Exhibit 4

The property manager confirmed that Ms. Garcia never notified him of mold in her apartment.

Rat Infestation: Ms. Garcia testified that she has had issues with rats in her unit since she moved into the unit in 2010. The problem worsens when it is warm out. She has complained to the property manager about the problem several times. Whenever she raises the issue with the property manager, he sends someone to plug the holes in the unit with foam. But the rats make new holes and return.

The property manager testified that after he was notified of a rat problem in the tenant's unit he inspected her unit and sealed off all areas where rats could potentially enter the unit. In addition, he set out rat traps and rat poison. This resolved the problem for a while but the rats returned. He testified that he takes the same steps to remediate the rat infestation whenever the rats return. He believes that the rats keep returning because of garbage left out by the tenants.

Broken Oven: Ms. Garcia testified that her oven stopped working in October of 2016. After she notified the property manager that the oven didn't work, he replaced it in December of 2016. Shortly after the oven was replaced, it stopped working again. She notified the property manager that the new oven also stopped working. The property manager finally installed a new oven in June of 2017, and the problem has since been resolved.

The property manager testified that after Ms. Garcia notified him that her oven wasn't working in October of 2016 he ordered a new oven, and it was delivered and installed in December of 2016. About a month after the oven was replaced, Ms. Garcia notified him that the new oven didn't work either. He testified that he misplaced the warranty for the new oven, and after attempting to locate it, he called the company and was informed that the warranty for the new oven had expired. This caused a delay in ordering a new oven. He testified that a new oven was installed in June of 2017 and this issue has since been resolved.

Broken Refrigerator: Ms. Garcia testified that the temperature gauge in her refrigerator doesn't work properly so the food spoils. She noticed this problem in November or December of 2016 and notified the property manager. After she notified the owner, he told her that they had just replaced her oven and she would have to wait to have her refrigerator replaced. The refrigerator has still not been replaced.

The property manager testified that after Ms. Garcia notified him of issues with her refrigerator, he went to look at it and the temperature gauge worked. He told her that since the refrigerator was functional, he would wait until he needed to replace several refrigerators and would place a bulk order for new refrigerators at that time.

Emergency Exit: Ms. Garcia testified that the steps in front of the emergency exit door were rotting. She first noticed this issue during the rainy season in the winter of

2016. She notified the property manager's wife of the rotting steps but does not recall when she notified her. She testified that the steps were fixed in June of 2017.

The property manager agreed that after he was notified of the rotting steps, they were fixed in June of 2017.

Tenant Nuno: Tenant Nuno complained of a leak in the roof, a rat infestation, mold in the unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on the oven.

Leak in Roof: Ms. Nuno testified that she first noticed a leak in her roof in 2014. She notified the property manager, and he sent workers to repair it. She testified that this past year, during the winter of 2016, there were many leaks in the roof due to the heavy rain. She told the property manager that her friend could look into the problem but the property manager told her that he would send his own workers. He never sent anyone to repair the roof but the leaks have stopped since it stopped raining.

The property manager said that after Ms. Nuno notified him of leaks in the roof back in December of 2016 he sent workers to repair the leaks. He didn't receive any more complaints about leaks after that so he thought the issue had been resolved.

Rat Infestation: Ms. Nuno testified that she saw one rat in her unit in 2015. She kept seeing the rat for two or three months. She notified the property manager but before he could address the issue, she put out poison herself and killed the rat. She couldn't find the dead rat so she told the property manager and he found the rat under her refrigerator. She has not had any issues with rats in her unit since she killed this rat.

The property manager testified that it was a mouse not a rat in Ms. Nuno's unit, and after it was caught, he never received any more complaints about mice in her unit.

Mold: Ms. Nuno testified that she has had issues with mold in her unit whenever there is a lot of humidity. She always tries to clean it herself when she sees. She testified that she notified the property manager's wife about the mold three years ago and his wife gave her a spray to clean the mold. Since then she cleans the mold with Clorox whenever she sees it. She never notified the property manager about the mold.

Roach Infestation: Ms. Nuno testified that there was a roach infestation in her unit back in 2013/2014. She notified the property manager and he sent someone to fumigate the unit. They fumigated the unit several times, but the roaches kept returning. She finally purchased a spray herself to address the issue and the roaches have not returned since then.

The property manager testified that after Ms. Nuno complained about roaches he sent someone to fumigate Ms. Nuno's unit several times but the roaches kept returning until Ms. Nuno used her own spray. He testified that Ms. Nuno recommended the spray



to him and he even used it for his own unit and he hasn't had any issues with roaches in the building since then.

Broken Light Fixture: Ms. Nuno testified that the light fixture in her bedroom broke in July of 2015. She notified the property manager and he said he would send his brother to fix it but he never did. She never raised the issue again.

The property manager testified that he does not recall being notified of the broken light fixture and if he was notified then it must have slipped his mind. He testified that his brother is an electrician and he usually sends him to make repairs right away when he's notified of an issue. He testified that now that he has been notified of this issue, he will send an electrician immediately to repair the light fixture.

Handles on Oven: Ms. Nuno testified that the metal handle on her oven door came off about a year ago. She told the property manager's wife about this issue but never notified the property manager. She testified that her neighbor Mr. Arcos helped her screw the handle back on.

The property manager testified that he was never notified of any issues with Ms. Nuno's oven.

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

The owner testified that the subject units are condominiums and are exempt from the Rent Adjustment Program. He testified that the subject building consists of twenty-six (26) condominiums and he owns twenty-five (25) of them. He purchased all twenty-five (25) condominiums from BR473 Condos, LLC. He purchased the condominiums in a single transaction and they are all listed on one Grant Deed. He submitted a copy of the Grant Deed, recorded on April 4, 2010, and it shows Fanfu Investment Company as the grantee<sup>4</sup>. The Grant Deed shows that each condominium has a separate assessor parcel number and that the owner has a 93.386% ownership interest in the entire building<sup>5</sup>.

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

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

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

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

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<sup>4</sup> Exhibit 1

<sup>5</sup> Exhibit 1

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

The units were not sold separately. The owner purchased twenty-five (25) of the twenty-six (26) units in the building in a single transaction, and has a 93.386% ownership interest in the entire building. Therefore, the owner's units are not exempt from the Rent Ordinance<sup>6</sup>.

The Board has also held that an owner who purchased a four-unit building from the sub divider was not entitled to an exemption from the Rent Ordinance because the units were not purchased by individual purchasers<sup>7</sup>.

### RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>8</sup> and together with any notice of rent increase<sup>9</sup>. An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice<sup>10</sup>.

The RAP Notice was not provided to the tenants at the start of the tenancy or together with any of the notice of rent increases. Since the tenants were never provided the RAP Notice, the contested rent increases are invalid.

Tenant Hernandez's monthly rent remains \$700.00, the amount prior to the contested rent increase. Tenant Garcia and Tenant Nuno's rent remains \$850.00, the amount prior to the contested rent increases. Since Tenant Arcos contested all prior rent increases in his petition, and he never received a copy of the RAP Notice, all the contested rent increases are invalid and his rent will be rolled back to \$775.00 monthly, the amount he paid when he first moved in. Because Mr. Arcos paid the rent increases in 2013, 2014, and 2015, he is entitled to restitution for overpayment of rent but restitution is limited to three (3) years prior to the hearing<sup>11</sup>. Mr. Arcos will receive a credit for rent overpayments as shown on the table below:

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<sup>6</sup> California Civil Code, Section 1954.3(A)

<sup>7</sup> T15-0229,0230,0336,0337, Tenants v. Golden State Ventures

<sup>8</sup> O.M.C. Section 8.22.060(A)

<sup>9</sup> O.M.C. Section 8.22.070(H)(1)(A)

<sup>10</sup> O.M.C. Section 8.22.060(C)

<sup>11</sup> HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Jul-14	1-Sep-14	\$800	\$775	\$ 25.00	3	\$ 75.00
1-Oct-14	1-Sep-15	\$825	\$775	\$ 50.00	12	\$ 600.00
1-Oct-15	1-Jun-17	\$850	\$775	\$ 75.00	21	\$ 1,575.00
				\$ -		-
<b>TOTAL OVERPAID RENT</b>						<b>\$ 2,250.00</b>

**RESTITUTION**

	MONTHLY RENT	\$775
	TOTAL TO BE REPAYED TO TENANT	\$ 2,250.00
	TOTAL AS PERCENT OF MONTHLY RENT	290%
AMORTIZED OVER	12 MO. BY REG. IS	\$ 187.50
OR		
OVER	MONTHS BY HRG. OFFICER IS	

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>12</sup> and may be corrected by a rent adjustment.<sup>13</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

Additionally, the tenants have the burden of proof with respect to each claim.

Tenant Garcia:

Mold: Ms. Garcia never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Rat Infestation: After he was notified of the rat infestation, the property manager took reasonable steps to remediate the problem, and he continues to do so if the rats return. Furthermore, he testified credibly that the tenants contribute to the rat problem by leaving garbage out. For this reason, compensation for this claim is denied.

Broken Oven: The tenant has sustained a decrease in housing services regarding the broken oven in her unit and is entitled to compensation for the period from October 2016 to June of 2017, as stated in the Table below.

<sup>12</sup> O.M.C. Section 8.22.070(F)

<sup>13</sup> O.M.C. Section 8.22.110(E)



after this mouse was killed the tenant did not experience any more problems with mice. The problem has been resolved, therefore compensation for this claim is denied.

Mold: Ms. Nuno never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Roach Infestation: The roach infestation was remediated in 2014 and the roaches have not returned since then, therefore compensation for this claim is denied.

Broken Light Fixture: The property manager testified credibly that he does not recall being notified of a broken light fixture in the tenant's bedroom and the tenant testified that she never raised the issue again after bringing it up once. For this reason, this claim is denied. However, the property manager is now on notice that the light fixture in the tenant's bedroom is broken.

Handles on Oven: The property manager testified credibly that he was never notified of any issues with the tenant's oven handles. For this reason, this claim is denied.

## **ORDER**

### **T17-0198 Hernandez v. Fanfu Investment Company:**

1. In Hernandez v. Fanfu Investment Company, the rent increase is invalid and the tenant's base rent remains \$700.00 a month.

### **T17-0200 Arcos v. Sun:**

2. In Arcos v. Sun, all prior rent increases are invalid and the tenant's base rent is rolled back to \$775.00 a month.

3. Due to overpayment of rent, tenant Arcos is owed restitution in the amount of \$2,250.00. This overpayment is adjusted by a rent decrease for the next twelve (12) months in the amount of \$187.50 a month.

4. Tenant Arcos' rent for the months of November 2017 through October 2018 is \$587.50. His rent will revert to \$775.00 a month in November of 2018.

### **T17-0204 Garcia et al v. Sun:**

5. In Garcia et al v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

6. Due to past decreased services in this case, tenant Garcia is owed restitution in the amount of \$382.50. This overpayment is adjusted by a rent decrease for the next six (6) months in the amount of \$63.75 a month.

**PROOF OF SERVICE**

**Case Number T17-0198**

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

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

**Tenant**

Manuel Hernandez  
1812 57th Ave #G  
Oakland, CA 94621

**Owner**

Fanfu Investment  
6114 LaSalle Ave #426  
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 November 15, 2017 in Oakland, CA.

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

**PROOF OF SERVICE**

**Case Number T17-0200**

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

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

**Tenant**

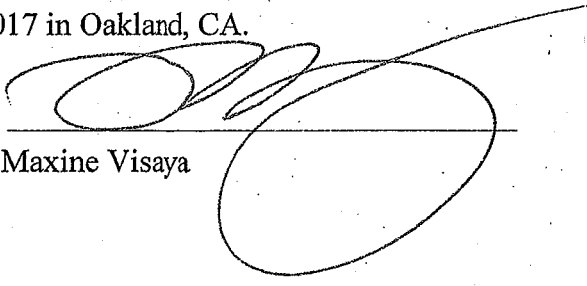
Cristobul Arcos  
1800 57th Ave B  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Ave.  
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 November 15, 2017 in Oakland, CA.

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

**PROOF OF SERVICE**

**Case Number T17-0204**

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

**Tenant**

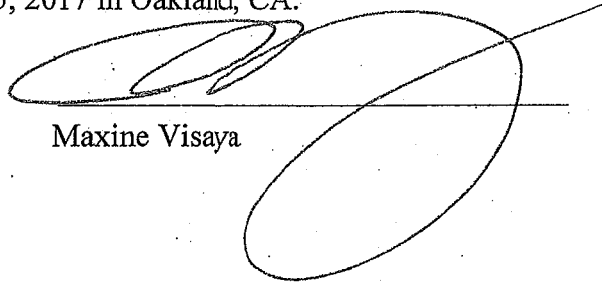
Concepcion Garcia & Javier Romero  
1808 57th Ave #A  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Avenue Ave  
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 November 15, 2017 in Oakland, CA.



Maxine Visaya



**PROOF OF SERVICE**

**Case Number T17-0207**

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

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

**Tenant**

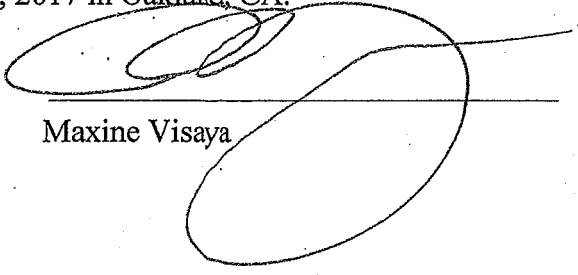
Maria Nuno  
1800 57th Ave #D  
Oakland, CA 94621

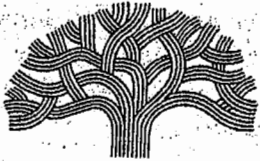
**Owner**

Tommy Sun  
6114 La Salle Ave  
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 November 15, 2017 in Oakland, CA.

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



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp.

2017 DEC -4 AM 11:58

**APPEAL**

Appellant's Name <b>FANFU INVESTMENT CO</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <b>1800 57th avenue oakland #426 94611</b>			
Appellant's Mailing Address (For receipt of notices) <b>6114 La Salle ave #426 oakland</b>		Case Number <b>T17-0200</b>	
		Date of Decision appealed	
Name of Representative (if any) <b>Tommy SUN</b>		Representative's Mailing Address (For notices) <b>6114 La Salle ave #426 Oakland</b>	

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.

REVIEWED  
AND  
APPROVED  
**WB** 12/14/17  
INITIAL DATE

000122

Re:


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

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

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

I declare under penalty of perjury under the laws of the State of California that on December 4, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Cristobal Apcos
<b>Address</b>	1800 57th Avenue, Oakland CA UNIT # B
<b>City, State, Zip</b>	Oakland CA 94621
<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	

	12-04-17
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 of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- 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 as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

FANFU INVESTMENT CO  
6114 LA SALLE AVE #426  
Oakland CA 94621

la razon por la cual se esta  
apelando por que la propiedad  
no esta de acuerdo con la decision  
que aya tomado. ~~de~~ el programa.

Rent Adjustment Program.

Esta propiedad esta Registrado  
como condominio.

The reason for the appeal is because  
the property management Fanfu Investment CO  
is not satisfied and does not agree with  
the decision.

Rent adjustment program is stating  
property as apartment but Fanfu  
Investment CO. is paying as a  
condominium property.

2016-2017  
For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

**ALAMEDA COUNTY**  
**SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
38-3237-66	08196100	17-045	

Location of Property  
1800 57TH AVE B, OAKLAND  
Assessed to on January 1, 2016  
FANFU INVESTMENT CO

FANFU INVESTMENT CO  
6114 LA SALLE AVE # 426  
OAKLAND CA 94611-2802



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	375.32
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.1961%	73.60
SCHOOL UNIFIED	.1151%	43.20
SCHOOL COMM COLL	.0256%	9.61
BAY AREA RAPID TRANSIT	.0080%	3.00
EAST BAY REGIONAL PARK	.0032%	1.20
EBMUD SPEC DIST 1	.0028%	1.05
<b>TOTAL</b>	<b>1.3508%</b>	<b>506.98</b>

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	30.68
CSA VECTOR CONTROL	(800)273-5167	7.20
CITY EMERG MEDICAL	(510)238-3704	13.98
CITY PARAMEDIC SRV	(510)238-3704	11.14
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
OUSD MEASURE N	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-3704	102.36
FLOOD BENEFIT 12	(510)670-6615	3.34
HAZ WASTE PROGRAM	(877)786-7927	8.60
CSA VECTOR CNTRL B	(800)273-5167	2.48
MOSQUITO ASSESS 2	(800)273-5167	1.50
AC TRANSIT MEAS VV	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-3704	98.66
EBMUD WETWEATHER	(510)287-2048	94.10
EAST BAY TRAIL LLD	(888)512-0316	5.44
EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-3704	76.98
<b>Total Fixed Charges and/or Special Assessments</b>		<b>929.20</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	11,407		
FIXTURES	26,125		
TOTAL REAL PROPERTY	37,532		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	37,532	1.3508%	506.98
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	37,532	1.3508%	506.98
			<b>506.98</b>
First Installment	Second Installment	Total Amount Due	
\$718.09	\$718.09	<b>\$1,436.18</b>	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

ECHECK ACCEPTED THROUGH JUNE 30, 2017  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/) OR BY PHONE (510)272-6800, MOBILE @ [www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) THROUGH JUNE 30, 2017. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

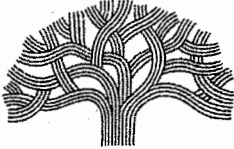
SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office  
Payment Questions/Credit Card Payments  
(510) 272-6800

Assessor's Office  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

T17-0204 MS/BC

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	RECEIVED For date stamp, CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2017 MAR 24 PM 4:21
	<b>TENANT PETITION</b>	

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

**Please print legibly**

X Your Name MA CONCEPCION GARCIA Y LAVIER ROMERO	Rental Address (with zip code) 1808 APT. A ST AV OAKLAND CA	Telephone: (510) 927-75-39
		E-mail:
Your Representative's Name <del>TOMMY SUN</del>	Mailing Address (with zip code)	Telephone:  Email:
X Property Owner(s) name(s) TOMMY SUN	Mailing Address (with zip code) 5142 BANCROFT AVE OAKLAND, CA 94601	Telephone: (415) 706-26-61
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:  Email:

Number of units on the property: ~~10 + 8 + 12~~ = 26 units

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

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

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

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

rent increase.
(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input checked="" type="checkbox"/> (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article I)
(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 2010 Initial Rent: \$ 800 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>3/4/2017</u>	<u>5/1/2017</u>	<u>\$ 850</u>	<u>\$ 1000</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



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

Have you ever filed a petition for this rental unit?

Yes  
 No

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

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

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

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

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

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

Please attach documentary evidence if available.

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

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

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

YA CONCEPCION G.S.  
Tenant's Signature

3/24/2017  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

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

### **File Review**

Your property owner(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 Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. 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.

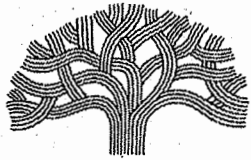
## **VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?**

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

# Housing Services

- ① Mold inside Bedrooms, bathroom & Living Room since 2010
- ② RAT INFESTATION since 2010
- ③ Stove does not have working oven
- ④ Refrigerator does not keep proper temperature, food spoils
- ⑤ Emergency Exit has broken edge, needs repair
- \* Please provide Spanish & English interpreter

MA CONCEPCION G.T. 3/24/2017



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

2017 MAY 19 PM 3:31

**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** 17-0207

Your Name <u>TOMMY SUN</u>	Complete Address (with zip code) <u>6114 La Salle Ave # 426 Oakland CA 94611</u>	Telephone: <u>(415) 706 2661</u> Email: <u>FanFu Investments gmail.com</u>
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) <u>Javier Romero Ma Concepcion Garcia</u>	Complete Address (with zip code) <u>1808 57th Ave # A Oakland CA 94621</u>	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property <u>25</u>

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 18  
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: 4/14/2010

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>
_____	<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"/>

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 \_\_\_\_\_.

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

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes \_\_\_\_\_ No \_\_\_\_\_ I don't know \_\_\_\_\_

If yes, on what date was the Notice first given? \_\_\_\_\_

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

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No



**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.

SI 71

05-18-17

Property Owner's Signature

Date

# Condominium Exemption

① NO

② NO

③ NO

④ NO

⑤ YES

⑥ NO

⑦ YES, ① Purchased  
From BR 473 CONDOS LLC

⑧ NO

~~\_\_\_\_\_~~





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:** T17-0198, Hernandez v. Fanfu Investment Company  
T17-0200, Arcos v. Sun  
T17-0204, Garcia et al. v. Sun  
T17-0207, Nuno v. Sun

**PROPERTY ADDRESS:** 1800 57<sup>th</sup> Avenue, Oakland, CA

**DATE OF HEARING:** July 27, 2017

**DATE OF DECISION:** October 20, 2017

**APPEARANCES:** Manuel Hernandez, Tenant  
Cristobal Arcos, Tenant  
Ma Concepcion Garcia, Tenant  
Maria Nuno, Tenant  
Omar Mendez, Property Manager  
Tommy Sun, Owner  
Alex Bratkievich, Interpreter

## **SUMMARY OF DECISION**

The tenants' petitions are partly granted. The subject property is not exempt from the Rent Adjustment Program. The legal rent for each unit is set forth in the Order below.

## **CONTENTIONS OF THE PARTIES**

Tenants Manuel Hernandez, Cristobal Arcos, Ma Concepcion Garcia, and Maria Nuno, each filed a petition contesting rent increases on the grounds that the increases exceed the Consumer Price Index (CPI) Adjustment and are unjustified or are greater than 10%. They also allege that they never received written notice of the Rent Adjustment Program (RAP Notice).

000137

Additionally, Tenant Garcia claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in the unit due to mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Additionally, Tenant Nuno claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in her unit due to a leak in the roof, a rat infestation, mold in her unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on her oven.

The owner filed a timely response to the petitions claiming that the subject units are exempt from the Rent Adjustment Program as condominiums pursuant to the Costa-Hawkins Act.

### THE ISSUES

- (1) Are the subject units exempt from the jurisdiction of the Rent Adjustment Program?
- (2) If not exempt, are the rent increases valid?
- (3) Have any of the tenants' housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

### EVIDENCE

#### Rent History, RAP Notice, and Rent Increases

Tenant Hernandez: Manuel Hernandez moved into the subject building in December of 2010 at an initial rent of \$650.00 a month. Mr. Hernandez's petition alleges that he is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase his rent from \$700.00 to \$850.00 a month. He submitted a copy of the rent increase notice with his petition<sup>1</sup>.

Mr. Hernandez stated on his petition and testified at the hearing that he has never received a copy of the RAP Notice. This evidence was not disputed. He further testified that he is currently paying \$700.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Arcos: Cristobal Arcos moved into the subject building in October of 2012 at an initial rent of \$775.00. Mr. Arcos' petition alleges that he is contesting the following rent increases:

1. From \$775.00 to \$800.00 effective October of 2013.
2. From \$800.00 to \$825.00 effective October of 2014.
3. From \$825.00 to \$850.00 effective October of 2015.
4. From \$850.00 to \$1000.00 effective February of 2017.

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<sup>1</sup> Exhibit 2

At the hearing Mr. Arcos clarified that he has not yet received a notice of rent increase for the increase from \$850.00 to \$1000.00. He testified that he spoke with the property manager when the property manager was giving rent increase notices to other tenants and was informed that he would receive a rent increase from \$850.00 to \$1000.00 when his lease was up for renewal in November of 2017. He further testified that he has never received a copy of the RAP Notice. This evidence was not disputed. Finally, he testified that he is currently paying \$850.00 in rent monthly.

Tenant Garcia: Ma Concepcion Garcia moved into the subject building in 2010 at an initial rent of \$800.00 monthly. Ms. Garcia's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>2</sup>.

Ms. Garcia stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Nuno: Maria Nuno moved into the subject building in October of 2012 at an initial rent of \$775.00 monthly. Ms. Nuno's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, increasing her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>3</sup>.

Ms. Nuno stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

### Decreased Housing Services

Tenant Garcia: Ms. Garcia complained of mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Mold: Ms. Garcia testified that she has had issues with mold in her unit for some time now. The mold appears during the rainy season throughout her unit; in the bedrooms, bathroom and living room. She cleans the mold when she sees it but it comes back again when it rains. She testified that currently there is no mold in her unit; it has not returned since the last time she cleaned it. She has never notified the owner of the mold issue.

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<sup>2</sup> Exhibit 3

<sup>3</sup> Exhibit 4

The property manager confirmed that Ms. Garcia never notified him of mold in her apartment.

Rat Infestation: Ms. Garcia testified that she has had issues with rats in her unit since she moved into the unit in 2010. The problem worsens when it is warm out. She has complained to the property manager about the problem several times. Whenever she raises the issue with the property manager, he sends someone to plug the holes in the unit with foam. But the rats make new holes and return.

The property manager testified that after he was notified of a rat problem in the tenant's unit he inspected her unit and sealed off all areas where rats could potentially enter the unit. In addition, he set out rat traps and rat poison. This resolved the problem for a while but the rats returned. He testified that he takes the same steps to remediate the rat infestation whenever the rats return. He believes that the rats keep returning because of garbage left out by the tenants.

Broken Oven: Ms. Garcia testified that her oven stopped working in October of 2016. After she notified the property manager that the oven didn't work, he replaced it in December of 2016. Shortly after the oven was replaced, it stopped working again. She notified the property manager that the new oven also stopped working. The property manager finally installed a new oven in June of 2017, and the problem has since been resolved.

The property manager testified that after Ms. Garcia notified him that her oven wasn't working in October of 2016 he ordered a new oven, and it was delivered and installed in December of 2016. About a month after the oven was replaced, Ms. Garcia notified him that the new oven didn't work either. He testified that he misplaced the warranty for the new oven, and after attempting to locate it, he called the company and was informed that the warranty for the new oven had expired. This caused a delay in ordering a new oven. He testified that a new oven was installed in June of 2017 and this issue has since been resolved.

Broken Refrigerator: Ms. Garcia testified that the temperature gauge in her refrigerator doesn't work properly so the food spoils. She noticed this problem in November or December of 2016 and notified the property manager. After she notified the owner, he told her that they had just replaced her oven and she would have to wait to have her refrigerator replaced. The refrigerator has still not been replaced.

The property manager testified that after Ms. Garcia notified him of issues with her refrigerator, he went to look at it and the temperature gauge worked. He told her that since the refrigerator was functional, he would wait until he needed to replace several refrigerators and would place a bulk order for new refrigerators at that time.

Emergency Exit: Ms. Garcia testified that the steps in front of the emergency exit door were rotting. She first noticed this issue during the rainy season in the winter of

2016. She notified the property manager's wife of the rotting steps but does not recall when she notified her. She testified that the steps were fixed in June of 2017.

The property manager agreed that after he was notified of the rotting steps, they were fixed in June of 2017.

Tenant Nuno: Tenant Nuno complained of a leak in the roof, a rat infestation, mold in the unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on the oven.

Leak in Roof: Ms. Nuno testified that she first noticed a leak in her roof in 2014. She notified the property manager, and he sent workers to repair it. She testified that this past year, during the winter of 2016, there were many leaks in the roof due to the heavy rain. She told the property manager that her friend could look into the problem but the property manager told her that he would send his own workers. He never sent anyone to repair the roof but the leaks have stopped since it stopped raining.

The property manager said that after Ms. Nuno notified him of leaks in the roof back in December of 2016 he sent workers to repair the leaks. He didn't receive any more complaints about leaks after that so he thought the issue had been resolved.

Rat Infestation: Ms. Nuno testified that she saw one rat in her unit in 2015. She kept seeing the rat for two or three months. She notified the property manager but before he could address the issue, she put out poison herself and killed the rat. She couldn't find the dead rat so she told the property manager and he found the rat under her refrigerator. She has not had any issues with rats in her unit since she killed this rat.

The property manager testified that it was a mouse not a rat in Ms. Nuno's unit, and after it was caught, he never received any more complaints about mice in her unit.

Mold: Ms. Nuno testified that she has had issues with mold in her unit whenever there is a lot of humidity. She always tries to clean it herself when she sees. She testified that she notified the property manager's wife about the mold three years ago and his wife gave her a spray to clean the mold. Since then she cleans the mold with Clorox whenever she sees it. She never notified the property manager about the mold.

Roach Infestation: Ms. Nuno testified that there was a roach infestation in her unit back in 2013/2014. She notified the property manager and he sent someone to fumigate the unit. They fumigated the unit several times, but the roaches kept returning. She finally purchased a spray herself to address the issue and the roaches have not returned since then.

The property manager testified that after Ms. Nuno complained about roaches he sent someone to fumigate Ms. Nuno's unit several times but the roaches kept returning until Ms. Nuno used her own spray. He testified that Ms. Nuno recommended the spray

to him and he even used it for his own unit and he hasn't had any issues with roaches in the building since then.

Broken Light Fixture: Ms. Nuno testified that the light fixture in her bedroom broke in July of 2015. She notified the property manager and he said he would send his brother to fix it but he never did. She never raised the issue again.

The property manager testified that he does not recall being notified of the broken light fixture and if he was notified then it must have slipped his mind. He testified that his brother is an electrician and he usually sends him to make repairs right away when he's notified of an issue. He testified that now that he has been notified of this issue, he will send an electrician immediately to repair the light fixture.

Handles on Oven: Ms. Nuno testified that the metal handle on her oven door came off about a year ago. She told the property manager's wife about this issue but never notified the property manager. She testified that her neighbor Mr. Arcos helped her screw the handle back on.

The property manager testified that he was never notified of any issues with Ms. Nuno's oven.

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

The owner testified that the subject units are condominiums and are exempt from the Rent Adjustment Program. He testified that the subject building consists of twenty-six (26) condominiums and he owns twenty-five (25) of them. He purchased all twenty-five (25) condominiums from BR473 Condos, LLC. He purchased the condominiums in a single transaction and they are all listed on one Grant Deed. He submitted a copy of the Grant Deed, recorded on April 4, 2010, and it shows Fanfu Investment Company as the grantee<sup>4</sup>. The Grant Deed shows that each condominium has a separate assessor parcel number and that the owner has a 93.386% ownership interest in the entire building<sup>5</sup>.

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

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

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

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

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<sup>4</sup> Exhibit 1

<sup>5</sup> Exhibit 1

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

The units were not sold separately. The owner purchased twenty-five (25) of the twenty-six (26) units in the building in a single transaction, and has a 93.386% ownership interest in the entire building. Therefore, the owner's units are not exempt from the Rent Ordinance<sup>6</sup>.

The Board has also held that an owner who purchased a four-unit building from the sub divider was not entitled to an exemption from the Rent Ordinance because the units were not purchased by individual purchasers<sup>7</sup>.

### RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>8</sup> and together with any notice of rent increase<sup>9</sup>. An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice<sup>10</sup>.

The RAP Notice was not provided to the tenants at the start of the tenancy or together with any of the notice of rent increases. Since the tenants were never provided the RAP Notice, the contested rent increases are invalid.

Tenant Hernandez's monthly rent remains \$700.00, the amount prior to the contested rent increase. Tenant Garcia and Tenant Nuno's rent remains \$850.00, the amount prior to the contested rent increases. Since Tenant Arcos contested all prior rent increases in his petition, and he never received a copy of the RAP Notice, all the contested rent increases are invalid and his rent will be rolled back to \$775.00 monthly, the amount he paid when he first moved in. Because Mr. Arcos paid the rent increases in 2013, 2014, and 2015, he is entitled to restitution for overpayment of rent but restitution is limited to three (3) years prior to the hearing<sup>11</sup>. Mr. Arcos will receive a credit for rent overpayments as shown on the table below:

---

<sup>6</sup> California Civil Code, Section 1954.3(A)

<sup>7</sup> T15-0229,0230,0336,0337, Tenants v. Golden State Ventures

<sup>8</sup> O.M.C. Section 8.22.060(A)

<sup>9</sup> O.M.C. Section 8.22.070(H)(1)(A)

<sup>10</sup> O.M.C. Section 8.22.060(C)

<sup>11</sup> HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Jul-14	1-Sep-14	\$800	\$775	\$ 25.00	3	\$ 75.00
1-Oct-14	1-Sep-15	\$825	\$775	\$ 50.00	12	\$ 600.00
1-Oct-15	1-Jun-17	\$850	\$775	\$ 75.00	21	\$ 1,575.00
				\$ -		
<b>TOTAL OVERPAID RENT</b>						<b>\$ 2,250.00</b>

**RESTITUTION**

	MONTHLY RENT		\$775
	TOTAL TO BE REPAYED TO TENANT	\$ 2,250.00	
	TOTAL AS PERCENT OF MONTHLY RENT		290%
AMORTIZED OVER	12 MO. BY REG. IS	\$ 187.50	
OR			
OVER	MONTHS BY HRG. OFFICER IS		

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>12</sup> and may be corrected by a rent adjustment.<sup>13</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

Additionally, the tenants have the burden of proof with respect to each claim.

Tenant Garcia:

Mold: Ms. Garcia never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Rat Infestation: After he was notified of the rat infestation, the property manager took reasonable steps to remediate the problem, and he continues to do so if the rats return. Furthermore, he testified credibly that the tenants contribute to the rat problem by leaving garbage out. For this reason, compensation for this claim is denied.

Broken Oven: The tenant has sustained a decrease in housing services regarding the broken oven in her unit and is entitled to compensation for the period from October 2016 to June of 2017, as stated in the Table below.

<sup>12</sup> O.M.C. Section 8.22:070(F)

<sup>13</sup> O.M.C. Section 8.22.110(E)





after this mouse was killed the tenant did not experience any more problems with mice. The problem has been resolved, therefore compensation for this claim is denied.

Mold: Ms. Nuno never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Roach Infestation: The roach infestation was remediated in 2014 and the roaches have not returned since then, therefore compensation for this claim is denied.

Broken Light Fixture: The property manager testified credibly that he does not recall being notified of a broken light fixture in the tenant's bedroom and the tenant testified that she never raised the issue again after bringing it up once. For this reason, this claim is denied. However, the property manager is now on notice that the light fixture in the tenant's bedroom is broken.

Handles on Oven: The property manager testified credibly that he was never notified of any issues with the tenant's oven handles. For this reason, this claim is denied.

## **ORDER**

### **T17-0198 Hernandez v. Fanfu Investment Company:**

1. In Hernandez v. Fanfu Investment Company, the rent increase is invalid and the tenant's base rent remains \$700.00 a month.

### **T17-0200 Arcos v. Sun:**

2. In Arcos v. Sun, all prior rent increases are invalid and the tenant's base rent is rolled back to \$775.00 a month.

3. Due to overpayment of rent, tenant Arcos is owed restitution in the amount of \$2,250.00. This overpayment is adjusted by a rent decrease for the next twelve (12) months in the amount of \$187.50 a month.

4. Tenant Arcos' rent for the months of November 2017 through October 2018 is \$587.50. His rent will revert to \$775.00 a month in November of 2018.

### **T17-0204 Garcia et al v. Sun:**

5. In Garcia et al v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

6. Due to past decreased services in this case, tenant Garcia is owed restitution in the amount of \$382.50. This overpayment is adjusted by a rent decrease for the next six (6) months in the amount of \$63.75 a month.

7. Tenant Garcia's rent for the months of November 2017 through April 2018 is \$786.25 per month. Her rent will revert to \$850.00 a month in May of 2018.

**T17-0207 Nuno v. Sun:**

8. In Nuno v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

9. Tenant Nuno's claim of decreased housing services is denied.

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

Dated: October 20, 2017

  
\_\_\_\_\_  
Maimooha Sahi Ahmad  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T17-0198**

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

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

**Tenant**

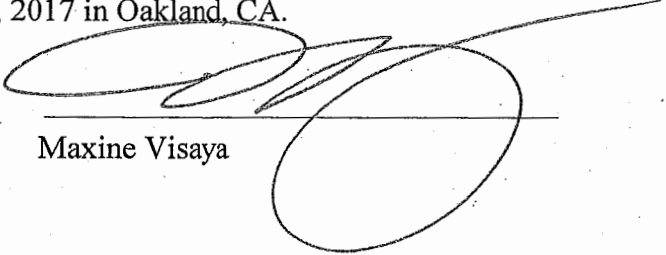
Manuel Hernandez  
1812 57th Ave #G  
Oakland, CA 94621

**Owner**

Fanfu Investment  
6114 LaSalle Ave #426  
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 November 15, 2017 in Oakland, CA.

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

000148

**PROOF OF SERVICE**

**Case Number T17-0200**

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

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

**Tenant**

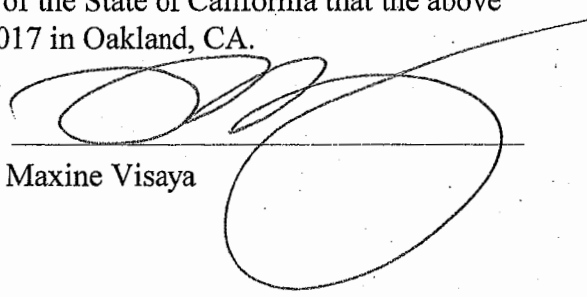
Cristobul Arcos  
1800 57th Ave B  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Ave.  
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 November 15, 2017 in Oakland, CA.

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

**PROOF OF SERVICE**

**Case Number T17-0204**

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

**Tenant**

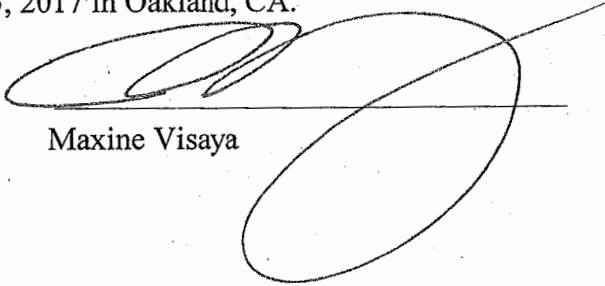
Concepcion Garcia & Javier Romero  
1808 57th Ave #A  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Avenue Ave  
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 November 15, 2017 in Oakland, CA.

  
Maxine Visaya

**PROOF OF SERVICE**

**Case Number T17-0207**

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

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

**Tenant**

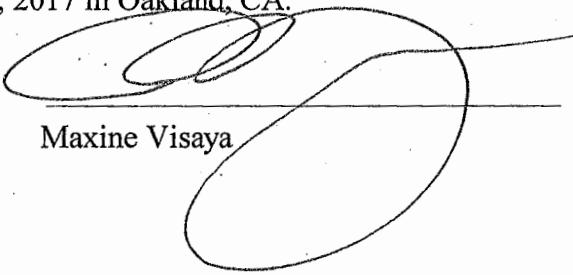
Maria Nuno  
1800 57th Ave #D  
Oakland, CA 94621

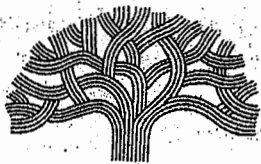
**Owner**

Tommy Sun  
6114 La Salle Ave  
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 November 15, 2017 in Oakland, CA.

  
Maxine Visaya



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp:

2017 DEC -4 AM 11:57

**APPEAL**

Appellant's Name <b>FANFU INVESTMENT CO.</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <b>1800 57th St Oakland CA.</b>			
Appellant's Mailing Address (For receipt of notices) <b>6114 La Salle Ave #426 Oakland CA 94611</b>		Case Number <b>T17-0204</b>	Date of Decision appealed
Name of Representative (if any) <b>TOMMY SUN</b>		Representative's Mailing Address (For notices) <b>6114 La Salle Ave #426 Oakland CA.</b>	

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.

REVIEWED AND APPROVED	
<i>[Signature]</i>	<i>12/14/17</i>
INITIAL	DATE

000152




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

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

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

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

<b>Name</b>	Ma. CONCEPCION Garcia
<b>Address</b>	1808 57th avenue Oakland CA # A
<b>City, State, Zip</b>	oakland CA 94621
<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	

	12-04-17
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

## **IMPORTANT INFORMATION:**

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- 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 as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

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

FANFU INVESTMENT CO  
6114 LA SALLE AVE #426  
OAKLAND CA 94611

la rason por la cual se esta  
apelando por que la propiedad  
no esta de acuerdo con la Decision  
que aha tomado. ~~de~~ el programa.

Rent Adjustment Program.

ESTA Propiedad esta Registrado  
como CONDOMINIO.

The reason for the appeal is because  
the property management Fanfu Investment CO  
is not satisfied and does not agree with  
the decision.

Rent adjustment program is stating  
property as apartment but Fanfu  
Investment CO. is paying as a  
condominium property.

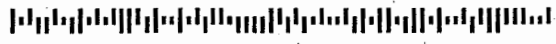
**ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
38-3237-78	08197300	17-045	

Location of Property  
1808 57TH AVE A, OAKLAND  
Assessed to on January 1, 2016  
FANFU INVESTMENT CO

FANFU INVESTMENT CO  
6114 LA SALLE AVE # 426  
OAKLAND CA 94611-2802



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	375.32
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.1961%	73.60
SCHOOL UNIFIED	.1151%	43.20
SCHOOL COMM COLL	.0256%	9.61
BAY AREA RAPID TRANSIT	.0080%	3.00
EAST BAY REGIONAL PARK	.0032%	1.20
EBMUD SPEC DIST 1	.0028%	1.05
<b>TOTAL</b>	<b>1.3508%</b>	<b>506.98</b>

Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	30.68
CSA VECTOR CONTROL	(800)273-5167	7.20
CITY EMERG MEDICAL	(510)238-3704	13.98
CITY PARAMEDIC SRV	(510)238-3704	11.14
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
OUSD MEASURE N	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-3704	102.36
FLOOD BENEFIT 12	(510)670-6615	3.34
HAZ WASTE PROGRAM	(877)786-7927	8.60
CSA VECTOR CNTRL B	(800)273-5167	2.48
MOSQUITO ASSESS 2	(800)273-5167	1.50
AC TRANSIT MEAS VV	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-3704	98.66
EBMUD WETWEATHER	(510)287-2048	94.10
EAST BAY TRAIL LLD	(888)512-0316	5.44
EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-3704	76.98
<b>Total Fixed Charges and/or Special Assessments</b>		<b>929.28</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	11,407		
FIXTURES	26,125		
TOTAL REAL PROPERTY	37,532		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	37,532	1.3508%	506.98
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	37,532	1.3508%	506.98
			<b>506.98</b>
<b>First Installment</b>	<b>Second Installment</b>	<b>Total Amount Due</b>	
\$718.09	\$718.09	\$1,436.18	

**PLEASE READ IMPORTANT MESSAGES**

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

ECHECK ACCEPTED THROUGH JUNE 30, 2017  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/) OR BY PHONE (510)272-6800, MOBILE @ [www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) THROUGH JUNE 30, 2017 . A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

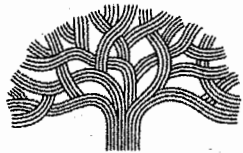
SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES  
ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

**PLEASE SEE REVERSE FOR MORE INFORMATION**

Tax Collector's Office  
Payment Questions/Credit Card Payments  
(510) 272-6800

Assessor's Office  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

T17-0207 MS/BC



CITY OF OAKLAND

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

RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 For date stamp  
 2011 MAR 24 PM 4:21

**TENANT PETITION**

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

**Please print legibly**

Your Name <b>Marica Nuno</b>	Rental Address (with zip code) <b>1600 57th Ave APT # D OAKLAND CA 94621</b>	Telephone: <b>510 712 4622</b> E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
x Property Owner(s) name(s) <b>TOMMY SUN</b>	Mailing Address (with zip code) <b>5142 Bancroft Ave OAKLAND CA 94601</b>	Telephone: <b>415 706 2661</b> Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: **10 + 8 + 8 = 26 units**

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

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

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

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

rent increase.
(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input checked="" type="checkbox"/> (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article I)
(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 10-1-12 Initial Rent: \$ 775 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>3/4/17</u>	<u>5/1/17</u>	<u>\$ 850</u>	<u>\$ 1,000</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

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

### **File Review**

Your property owner(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 Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. 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.

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

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

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

Have you ever filed a petition for this rental unit?

- Yes  
 No

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

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

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

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

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

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

Please attach documentary evidence if available.

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

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

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

Maria Nuno  
Tenant's Signature

3-24-17  
Date



## HOUSING SERVICES

① Roof is leaking water into apartments since 2014

② Rat infestation since 2015

③ Mold infestation in bedrooms, bathroom & living room

④ Roaches infesting building 2014/2015

⑤ Light fixture not working in bedroom since 7/2015

⑥ Staff in Storeroom does not work & please provide Spanish/English

interpreter

Maria Nuno

3-24-17



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

For date stamp.  
 RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2017 MAY 19 PM 3:31  
**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/20208**

Your Name <i>Tommy Sun</i>	Complete Address (with zip code) <i>6114 La Sane Ave #426 Oakland ca 94611</i>	Telephone: <i>(415) 706 2661</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Email: <i>Fanfu Investments@gmail.com</i>
Tenant(s) Name(s) <i>Maria NUNO</i>	Complete Address (with zip code) <i>1800 57th Ave # D Oakland ca 94621</i>	Telephone:
Property Address (If the property has more than one address, list all addresses) <i>1800 57th Ave Oakland ca 94621</i>	Total number of units on property <i>25</i>	Email:

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 18  
 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: 4/14/2010

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>
_____	<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"/>

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 \_\_\_\_\_.

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

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

If yes, on what date was the Notice first given? \_\_\_\_\_

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

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No



**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.

SI YI

05-18-17

Property Owner's Signature

Date

# Condominium Exemption

① NO

② NO

③ NO

④ NO

⑤ YES

⑥ NO

⑦ YES, <sup>① Purchased</sup> From BR 473 CONDOS LLC

⑧ NO

~~\_\_\_\_\_~~



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:** T17-0198, Hernandez v. Fanfu Investment Company  
T17-0200, Arcos v. Sun  
T17-0204, Garcia et al. v. Sun  
T17-0207, Nuno v. Sun

**PROPERTY ADDRESS:** 1800 57<sup>th</sup> Avenue, Oakland, CA

**DATE OF HEARING:** July 27, 2017

**DATE OF DECISION:** October 20, 2017

**APPEARANCES:** Manuel Hernandez, Tenant  
Cristobal Arcos, Tenant  
Ma Concepcion Garcia, Tenant  
Maria Nuno, Tenant  
Omar Mendez, Property Manager  
Tommy Sun, Owner  
Alex Bratkievich, Interpreter

## **SUMMARY OF DECISION**

The tenants' petitions are partly granted. The subject property is not exempt from the Rent Adjustment Program. The legal rent for each unit is set forth in the Order below.

## **CONTENTIONS OF THE PARTIES**

Tenants Manuel Hernandez, Cristobal Arcos, Ma Concepcion Garcia, and Maria Nuno, each filed a petition contesting rent increases on the grounds that the increases exceed the Consumer Price Index (CPI) Adjustment and are unjustified or are greater than 10%. They also allege that they never received written notice of the Rent Adjustment Program (RAP Notice).

000167

Additionally, Tenant Garcia claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in the unit due to mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Additionally, Tenant Nuno claims that her housing services have decreased and that at present there exists a health, safety, fire or building code violation in her unit due to a leak in the roof, a rat infestation, mold in her unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on her oven.

The owner filed a timely response to the petitions claiming that the subject units are exempt from the Rent Adjustment Program as condominiums pursuant to the Costa-Hawkins Act.

### **THE ISSUES**

- (1) Are the subject units exempt from the jurisdiction of the Rent Adjustment Program?
- (2) If not exempt, are the rent increases valid?
- (3) Have any of the tenants' housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

### **EVIDENCE**

#### **Rent History, RAP Notice, and Rent Increases**

Tenant Hernandez: Manuel Hernandez moved into the subject building in December of 2010 at an initial rent of \$650.00 a month. Mr. Hernandez's petition alleges that he is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase his rent from \$700.00 to \$850.00 a month. He submitted a copy of the rent increase notice with his petition<sup>1</sup>.

Mr. Hernandez stated on his petition and testified at the hearing that he has never received a copy of the RAP Notice. This evidence was not disputed. He further testified that he is currently paying \$700.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Arcos: Cristobal Arcos moved into the subject building in October of 2012 at an initial rent of \$775.00. Mr. Arcos' petition alleges that he is contesting the following rent increases:

1. From \$775.00 to \$800.00 effective October of 2013.
2. From \$800.00 to \$825.00 effective October of 2014.
3. From \$825.00 to \$850.00 effective October of 2015.
4. From \$850.00 to \$1000.00 effective February of 2017.

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<sup>1</sup> Exhibit 2



At the hearing Mr. Arcos clarified that he has not yet received a notice of rent increase for the increase from \$850.00 to \$1000.00. He testified that he spoke with the property manager when the property manager was giving rent increase notices to other tenants and was informed that he would receive a rent increase from \$850.00 to \$1000.00 when his lease was up for renewal in November of 2017. He further testified that he has never received a copy of the RAP Notice. This evidence was not disputed. Finally, he testified that he is currently paying \$850.00 in rent monthly.

Tenant Garcia: Ma Concepcion Garcia moved into the subject building in 2010 at an initial rent of \$800.00 monthly. Ms. Garcia's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, proposing to increase her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>2</sup>.

Ms. Garcia stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Nuno: Maria Nuno moved into the subject building in October of 2012 at an initial rent of \$775.00 monthly. Ms. Nuno's petition alleges that she is contesting a rent increase served on March 4, 2017, to go into effect on May 1, 2017, increasing her rent from \$850.00 to \$1000.00 a month. She submitted a copy of the rent increase notice with her petition<sup>3</sup>.

Ms. Nuno stated on her petition and testified at the hearing that she has never received a copy of the RAP Notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

### Decreased Housing Services

Tenant Garcia: Ms. Garcia complained of mold in her unit, a rat infestation, a broken oven, a broken refrigerator, and issues with the emergency exit.

Mold: Ms. Garcia testified that she has had issues with mold in her unit for some time now. The mold appears during the rainy season throughout her unit; in the bedrooms, bathroom and living room. She cleans the mold when she sees it but it comes back again when it rains. She testified that currently there is no mold in her unit; it has not returned since the last time she cleaned it. She has never notified the owner of the mold issue.

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<sup>2</sup> Exhibit 3

<sup>3</sup> Exhibit 4

The property manager confirmed that Ms. Garcia never notified him of mold in her apartment.

Rat Infestation: Ms. Garcia testified that she has had issues with rats in her unit since she moved into the unit in 2010. The problem worsens when it is warm out. She has complained to the property manager about the problem several times. Whenever she raises the issue with the property manager, he sends someone to plug the holes in the unit with foam. But the rats make new holes and return.

The property manager testified that after he was notified of a rat problem in the tenant's unit he inspected her unit and sealed off all areas where rats could potentially enter the unit. In addition, he set out rat traps and rat poison. This resolved the problem for a while but the rats returned. He testified that he takes the same steps to remediate the rat infestation whenever the rats return. He believes that the rats keep returning because of garbage left out by the tenants.

Broken Oven: Ms. Garcia testified that her oven stopped working in October of 2016. After she notified the property manager that the oven didn't work, he replaced it in December of 2016. Shortly after the oven was replaced, it stopped working again. She notified the property manager that the new oven also stopped working. The property manager finally installed a new oven in June of 2017, and the problem has since been resolved.

The property manager testified that after Ms. Garcia notified him that her oven wasn't working in October of 2016 he ordered a new oven, and it was delivered and installed in December of 2016. About a month after the oven was replaced, Ms. Garcia notified him that the new oven didn't work either. He testified that he misplaced the warranty for the new oven, and after attempting to locate it, he called the company and was informed that the warranty for the new oven had expired. This caused a delay in ordering a new oven. He testified that a new oven was installed in June of 2017 and this issue has since been resolved.

Broken Refrigerator: Ms. Garcia testified that the temperature gauge in her refrigerator doesn't work properly so the food spoils. She noticed this problem in November or December of 2016 and notified the property manager. After she notified the owner, he told her that they had just replaced her oven and she would have to wait to have her refrigerator replaced. The refrigerator has still not been replaced.

The property manager testified that after Ms. Garcia notified him of issues with her refrigerator, he went to look at it and the temperature gauge worked. He told her that since the refrigerator was functional, he would wait until he needed to replace several refrigerators and would place a bulk order for new refrigerators at that time.

Emergency Exit: Ms. Garcia testified that the steps in front of the emergency exit door were rotting. She first noticed this issue during the rainy season in the winter of

2016. She notified the property manager's wife of the rotting steps but does not recall when she notified her. She testified that the steps were fixed in June of 2017.

The property manager agreed that after he was notified of the rotting steps, they were fixed in June of 2017.

Tenant Nuno: Tenant Nuno complained of a leak in the roof, a rat infestation, mold in the unit, a roach infestation, a broken light fixture in the bedroom, and issues with the handles on the oven.

Leak in Roof: Ms. Nuno testified that she first noticed a leak in her roof in 2014. She notified the property manager, and he sent workers to repair it. She testified that this past year, during the winter of 2016, there were many leaks in the roof due to the heavy rain. She told the property manager that her friend could look into the problem but the property manager told her that he would send his own workers. He never sent anyone to repair the roof but the leaks have stopped since it stopped raining.

The property manager said that after Ms. Nuno notified him of leaks in the roof back in December of 2016 he sent workers to repair the leaks. He didn't receive any more complaints about leaks after that so he thought the issue had been resolved.

Rat Infestation: Ms. Nuno testified that she saw one rat in her unit in 2015. She kept seeing the rat for two or three months. She notified the property manager but before he could address the issue, she put out poison herself and killed the rat. She couldn't find the dead rat so she told the property manager and he found the rat under her refrigerator. She has not had any issues with rats in her unit since she killed this rat.

The property manager testified that it was a mouse not a rat in Ms. Nuno's unit, and after it was caught, he never received any more complaints about mice in her unit.

Mold: Ms. Nuno testified that she has had issues with mold in her unit whenever there is a lot of humidity. She always tries to clean it herself when she sees. She testified that she notified the property manager's wife about the mold three years ago and his wife gave her a spray to clean the mold. Since then she cleans the mold with Clorox whenever she sees it. She never notified the property manager about the mold.

Roach Infestation: Ms. Nuno testified that there was a roach infestation in her unit back in 2013/2014. She notified the property manager and he sent someone to fumigate the unit. They fumigated the unit several times, but the roaches kept returning. She finally purchased a spray herself to address the issue and the roaches have not returned since then.

The property manager testified that after Ms. Nuno complained about roaches he sent someone to fumigate Ms. Nuno's unit several times but the roaches kept returning until Ms. Nuno used her own spray. He testified that Ms. Nuno recommended the spray

to him and he even used it for his own unit and he hasn't had any issues with roaches in the building since then.

Broken Light Fixture: Ms. Nuno testified that the light fixture in her bedroom broke in July of 2015. She notified the property manager and he said he would send his brother to fix it but he never did. She never raised the issue again.

The property manager testified that he does not recall being notified of the broken light fixture and if he was notified then it must have slipped his mind. He testified that his brother is an electrician and he usually sends him to make repairs right away when he's notified of an issue. He testified that now that he has been notified of this issue, he will send an electrician immediately to repair the light fixture.

Handles on Oven: Ms. Nuno testified that the metal handle on her oven door came off about a year ago. She told the property manager's wife about this issue but never notified the property manager. She testified that her neighbor Mr. Arcos helped her screw the handle back on.

The property manager testified that he was never notified of any issues with Ms. Nuno's oven.

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

The owner testified that the subject units are condominiums and are exempt from the Rent Adjustment Program. He testified that the subject building consists of twenty-six (26) condominiums and he owns twenty-five (25) of them. He purchased all twenty-five (25) condominiums from BR473 Condos, LLC. He purchased the condominiums in a single transaction and they are all listed on one Grant Deed. He submitted a copy of the Grant Deed, recorded on April 4, 2010, and it shows Fanfu Investment Company as the grantee<sup>4</sup>. The Grant Deed shows that each condominium has a separate assessor parcel number and that the owner has a 93.386% ownership interest in the entire building<sup>5</sup>.

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

#### Exemption for Condominiums pursuant to Costa-Hawkins Act

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

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

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<sup>4</sup> Exhibit 1

<sup>5</sup> Exhibit 1

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

The units were not sold separately. The owner purchased twenty-five (25) of the twenty-six (26) units in the building in a single transaction, and has a 93.386% ownership interest in the entire building. Therefore, the owner's units are not exempt from the Rent Ordinance<sup>6</sup>.

The Board has also held that an owner who purchased a four-unit building from the sub divider was not entitled to an exemption from the Rent Ordinance because the units were not purchased by individual purchasers<sup>7</sup>.

### RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>8</sup> and together with any notice of rent increase<sup>9</sup>. An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice<sup>10</sup>.

The RAP Notice was not provided to the tenants at the start of the tenancy or together with any of the notice of rent increases. Since the tenants were never provided the RAP Notice, the contested rent increases are invalid.

Tenant Hernandez's monthly rent remains \$700.00, the amount prior to the contested rent increase. Tenant Garcia and Tenant Nuno's rent remains \$850.00, the amount prior to the contested rent increases. Since Tenant Arcos contested all prior rent increases in his petition, and he never received a copy of the RAP Notice, all the contested rent increases are invalid and his rent will be rolled back to \$775.00 monthly, the amount he paid when he first moved in. Because Mr. Arcos paid the rent increases in 2013, 2014, and 2015, he is entitled to restitution for overpayment of rent but restitution is limited to three (3) years prior to the hearing<sup>11</sup>. Mr. Arcos will receive a credit for rent overpayments as shown on the table below:

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<sup>6</sup> California Civil Code, Section 1954.3(A)

<sup>7</sup> T15-0229,0230,0336,0337, Tenants v. Golden State Ventures

<sup>8</sup> O.M.C. Section 8.22.060(A)

<sup>9</sup> O.M.C. Section 8.22.070(H)(1)(A)

<sup>10</sup> O.M.C. Section 8.22.060(C)

<sup>11</sup> HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Jul-14	1-Sep-14	\$800	\$775	\$ 25.00	3	\$ 75.00
1-Oct-14	1-Sep-15	\$825	\$775	\$ 50.00	12	\$ 600.00
1-Oct-15	1-Jun-17	\$850	\$775	\$ 75.00	21	\$ 1,575.00
				\$ -		-
<b>TOTAL OVERPAID RENT</b>						<b>\$ 2,250.00</b>

**RESTITUTION**

	MONTHLY RENT		\$775
	TOTAL TO BE REPAYED TO TENANT	\$	2,250.00
	TOTAL AS PERCENT OF MONTHLY RENT		290%
AMORTIZED OVER	12	MO. BY REG. IS	\$ 187.50
OR			
OVER		MONTHS BY HRG. OFFICER IS	

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>12</sup> and may be corrected by a rent adjustment.<sup>13</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

Additionally, the tenants have the burden of proof with respect to each claim.

Tenant Garcia:

Mold: Ms. Garcia never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Rat Infestation: After he was notified of the rat infestation, the property manager took reasonable steps to remediate the problem, and he continues to do so if the rats return. Furthermore, he testified credibly that the tenants contribute to the rat problem by leaving garbage out. For this reason, compensation for this claim is denied.

Broken Oven: The tenant has sustained a decrease in housing services regarding the broken oven in her unit and is entitled to compensation for the period from October 2016 to June of 2017, as stated in the Table below.

<sup>12</sup> O.M.C. Section 8.22:070(F)

<sup>13</sup> O.M.C. Section 8.22.110(E)



after this mouse was killed the tenant did not experience any more problems with mice. The problem has been resolved, therefore compensation for this claim is denied.

Mold: Ms. Nuno never notified the property manager of mold in her unit, therefore, compensation for this claim is denied.

Roach Infestation: The roach infestation was remediated in 2014 and the roaches have not returned since then, therefore compensation for this claim is denied.

Broken Light Fixture: The property manager testified credibly that he does not recall being notified of a broken light fixture in the tenant's bedroom and the tenant testified that she never raised the issue again after bringing it up once. For this reason, this claim is denied. However, the property manager is now on notice that the light fixture in the tenant's bedroom is broken.

Handles on Oven: The property manager testified credibly that he was never notified of any issues with the tenant's oven handles. For this reason, this claim is denied.

## **ORDER**

### **T17-0198 Hernandez v. Fanfu Investment Company:**

1. In Hernandez v. Fanfu Investment Company, the rent increase is invalid and the tenant's base rent remains \$700.00 a month.

### **T17-0200 Arcos v. Sun:**

2. In Arcos v. Sun, all prior rent increases are invalid and the tenant's base rent is rolled back to \$775.00 a month.

3. Due to overpayment of rent, tenant Arcos is owed restitution in the amount of \$2,250.00. This overpayment is adjusted by a rent decrease for the next twelve (12) months in the amount of \$187.50 a month.

4. Tenant Arcos' rent for the months of November 2017 through October 2018 is \$587.50. His rent will revert to \$775.00 a month in November of 2018.

### **T17-0204 Garcia et al v. Sun:**

5. In Garcia et al v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

6. Due to past decreased services in this case, tenant Garcia is owed restitution in the amount of \$382.50. This overpayment is adjusted by a rent decrease for the next six (6) months in the amount of \$63.75 a month.



7. Tenant Garcia's rent for the months of November 2017 through April 2018 is \$786.25 per month. Her rent will revert to \$850.00 a month in May of 2018.

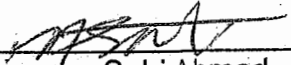
**T17-0207 Nuno v. Sun:**

8. In Nuno v. Sun, the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

9. Tenant Nuno's claim of decreased housing services is denied.

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

Dated: October 20, 2017

  
\_\_\_\_\_  
Maimoona Sahi Ahmad  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T17-0198**

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

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

**Tenant**

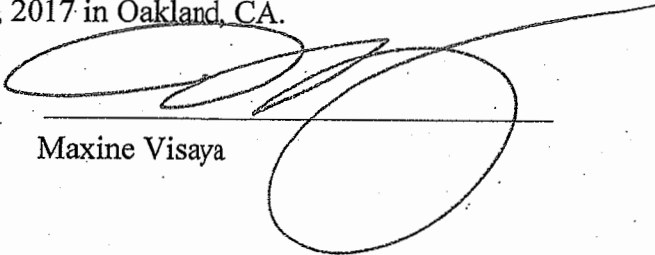
Manuel Hernandez  
1812 57th Ave #G  
Oakland, CA 94621

**Owner**

Fanfu Investment  
6114 LaSalle Ave #426  
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 November 15, 2017 in Oakland, CA.

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

**PROOF OF SERVICE**

**Case Number T17-0200**

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

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

**Tenant**

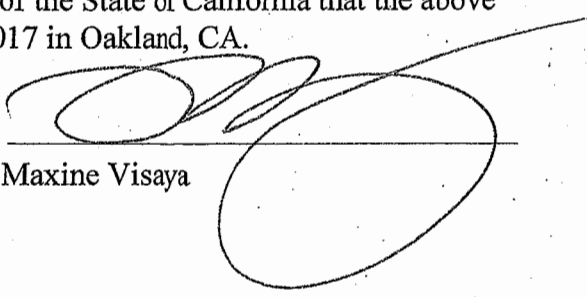
Cristobul Arcos  
1800 57th Ave B  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Ave.  
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 November 15, 2017 in Oakland, CA.

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

**PROOF OF SERVICE**

**Case Number T17-0204**

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

**Tenant**

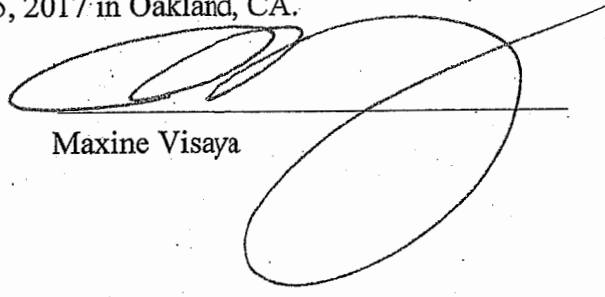
Concepcion Garcia & Javier Romero  
1808 57th Ave #A  
Oakland, CA 94621

**Owner**

Tommy Sun  
6114 La Salle Avenue Ave  
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 November 15, 2017 in Oakland, CA.



Maxine Visaya

**PROOF OF SERVICE**

**Case Number T17-0207**

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

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

**Tenant**

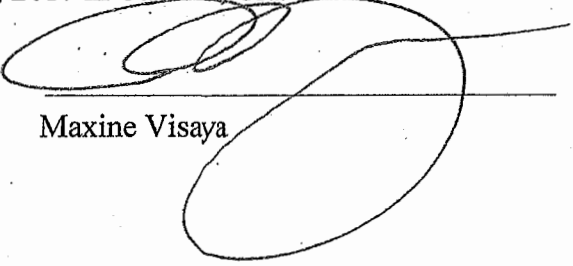
Maria Nuno  
1800 57th Ave #D  
Oakland, CA 94621

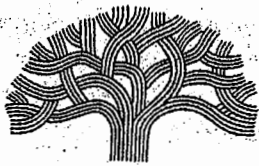
**Owner**

Tommy Sun  
6114 La Salle Ave  
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 November 15, 2017 in Oakland, CA.

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



CITY OF OAKLAND

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp.

2017 DEC -4 AM 11:58

**APPEAL**

Appellant's Name <b>FANFU INVESTMENT CO.</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <b>1800 57th Oakland CA 94621</b>			
Appellant's Mailing Address (For receipt of notices) <b>6114 La Salle Ave #426 Oakland CA 94611</b>		Case Number <b>T17-0207</b>	
Name of Representative (if any) <b>Tommy Sun</b>		Date of Decision appealed	
Representative's Mailing Address (For notices) <b>6114 La Salle Ave #426 Oakland</b>			

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.

REVIEWED AND APPROVED	
<i>[Signature]</i>	<i>[Signature]</i>
INITIAL	DATE

000182

1

Rc


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

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

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

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

<b>Name</b>	Maria Nuno
<b>Address</b>	1800 57th ave #D
<b>City, State, Zip</b>	Oakland CA 94621
<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	

	12-04-17
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

FANFU INVESTMENT CO  
6114 LA SALLE AVE #426  
OAKLAND CA 94621

la rason por la cual se esta  
apelando por que la propiedad  
no esta de acuerdo con la Decision  
que aya tomado. ~~de~~ el programa.

Rent Adjustment Program.

ESTA Propiedad esta Registrado  
como CONDOMINIO.

The reason for the appeal is because  
the property management Fanfu Investment CO  
is not satisfied and does not agree with  
the decision.

Rent adjustment program is stating  
property as apartment but Fanfu  
Investment CO. is paying as a  
condominium property.



**ALAMEDA COUNTY**  
**SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector  
 1221 Oak Street, Room 131  
 Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
38-3237-68	08196300	17-045	

Location of Property  
 1800 57TH AVE D, OAKLAND  
 Assessed to on January 1, 2016  
 FANFU INVESTMENT CO

FANFU INVESTMENT CO  
 6114 LA SALLE AVE # 426  
 OAKLAND CA 94611-2802



Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	375.32
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.1961%	73.60
SCHOOL UNIFIED	.1151%	43.20
SCHOOL COMM COLL	.0256%	9.61
BAY AREA RAPID TRANSIT	.0080%	3.00
EAST BAY REGIONAL PARK	.0032%	1.20
EBMUD SPEC DIST 1	.0028%	1.05
<b>TOTAL</b>	<b>1.3508%</b>	<b>506.98</b>

Description	Phone	Amount
MOSQUITO ABATEMEN	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	30.68
CSA VECTOR CONTROL	(800)273-5167	7.20
CITY EMERG MEDICAL	(510)238-3704	13.98
CITY PARAMEDIC SRV	(510)238-3704	11.14
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
OUSD MEASURE N	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-3704	102.36
FLOOD BENEFIT 12	(510)670-6615	3.34
HAZ WASTE PROGRAM	(877)786-7927	8.60
CSA VECTOR CNTRL B	(800)273-5167	2.48
MOSQUITO ASSESS 2	(800)273-5167	1.50
AC TRANSIT MEAS VV	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-3704	98.66
EBMUD WETWEATHER	(510)287-2048	94.10
EAST BAY TRAIL LLD	(888)512-0316	5.44
EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-3704	76.98

Total Fixed Charges and/or Special Assessments 929.20

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	11,407		
FIXTURES	26,125		
TOTAL REAL PROPERTY	37,532		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	37,532	1.3508%	506.98
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	37,532	1.3508%	506.98
			506.98
First Installment	Second Installment	Total Amount Due	
\$718.09	\$718.09	\$1,436.18	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

E-CHECK ACCEPTED THROUGH JUNE 30, 2017  
 ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED  
 ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/) OR BY PHONE (510)272-6800, MOBILE @ [www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) THROUGH JUNE 30, 2017 . A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES  
 ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office  
 Payment Questions/Credit Card Payments  
 (510) 272-6800

Assessor's Office  
 Valuation/Exemption  
 (510) 272-3787 (510) 272-3770