

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
PANEL MEETING
JANUARY 16, 2020
7:00 P.M.
CITY HALL, HEARING ROOM #2
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. APPEALS*
 - a. T18-0311, Cervantes v. Fong
 - b. T19-0214, Coleman v. Lee
 - c. L18-0173, Merritt on 3rd KW Lake Merritt LLC v. Tenants
5. ADJOURNMENT

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

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a sshannon@oaklandnet.com 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

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

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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.

CHRONOLOGICAL CASE REPORT

Case No.: T18-0311
Case Name: Cervantes v. Fong
Property Address: 1791 28th Avenue, Oakland, CA
Parties: Xavier Johnson, Attorney for Tenant
Luis Ayala Cervantes (Tenant)
Maria Amezquita (Tenant)
May Fong (Owner)

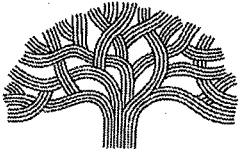
OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 12, 2018
Owner Response filed	November 27, 2018
Hearing Decision issued	October 3, 2019
Owner Appeal filed	October 9, 2019
Corrected Hearing Decision issued	October 17, 2019

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T18-0311 MS/SK

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. JUN 12 PM 3:56
	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 Maria Amezcuita and Luis Ayala Cervantes	Rental Address (with zip code) 1791 28th Ave Oakland, CA 94601	Telephone:
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) May Lee Fong and Grant Wai Fong	Mailing Address (with zip code)	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 6

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 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

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For more information phone (510) 238-3721.

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	rent increase.
X	(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.)
X	(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.
X	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
X	(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)
X	(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.
X	(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: August 2015 Initial Rent: \$ 945 /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: 8/24/17. 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		
4/26/18	4/26/18	\$ 1200	\$ 1400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8/24/17	10/3/2017	\$ 945	\$ 1200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8/24/17	9/5/2017	\$ 945	\$ 1233	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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For more information phone (510) 238-3721.

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* Landlord sent bill 4/26/18 to raise rent retroactively

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* 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 Amerquita
Tenant's Signature

6-7-18
Date

Luis AYA LA SERVANTES

6-7-18

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): _____

Addendum A-Decrease in Services

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
Electric wiring malfunction; You can see the sparks when you use electric	August 2015	September 2015	N/A	30%
Windows; they do not close in the bedroom and in the living room it is not properly installed	August 2015	September 2015	N/A	20%
Bathroom; the sink has mold, is rotten, and has a bad smell. The bathtub has mold or some kind of black right around it.	August 2015	September 2015	N/A	20%
Kitchen drawers and cabinets; they do not open and close properly	August 2015	September 2015	N/A	8%

Tenant Petitioner
Maria Amezquita
Luis Ayala Cervantes
1791 28th Ave.
Oakland, CA 94601

Addendum A- Changed Conditions

1. Since their move in July 2015 the rent included the water bill. In June of 2017 the landlord discontinued their water services and tenants were forced to place the water in their name.

PLEASE NOTE: Tenant Petitioner is a monolingual Spanish speaker and requests an interpreter.

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CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

NOTICE OF VIOLATION

4/25/18

Certified and Regular mail

To: Fong Grant W & May L
358 Cerro Ct
Daly City CA 94015

Code Enforcement Case No.: 1801330

Property: 1791 28th Ave

Parcel Number: 25-733-12

Re-inspection Date/Correction Due Date: 6/5/18

Code Enforcement Services inspected your property on 4/23/18 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties--Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Hugo Barron, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 and by email at hbarron@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

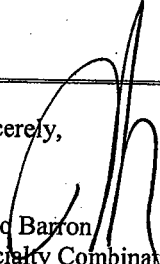
You have a right to appeal this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: 6/5/18 you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020.1.08.601.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,


Hugo Barton
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|---|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00
<i>Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee</i>	

Property Address: 1791 28th Ave

Complaint #: 1801330

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section
Trash, debris, building materials, recyclable items, indoor furniture, overgrown vegetation. Remove.	Remove	8.24.020.D
Vehicles parked on the rear lawn. Remove	Remove	8.24.020.F.3

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
1.- Drawers of kitchen base cabinets do not open/close properly.	Repair in approved manner	15.08.230.O
2.- Some receptacles in the living room and bathroom do not work.	Repair in approved manner	15.08.260.C
3.- Windows in the bedroom do not open/close properly.	Repair in approved manner.	15.08.230.O

Zoning

Description of Violation	Required Action	OMC Section

Description of Property Maintenance Violations

Property Address:

Complaint #:

Property Maintenance- OMC 8.24.020

Abandoned building or structure (OMC 8.24.020 A)

- A building or structure which is not occupied, inhabited, used, or secured; a building or structure is unsecured when it is unlocked or the public can gain entry without the consent of the owner. OMC 8.24.020 (1)
- Any partially constructed, reconstructed or demolished building or structure upon which work I abandoned - No valid and current building or demolition permit or no substantial work on the project for six months. OMC 8.24.020 (2)

Attractive Nuisance (OMC 8.24.020 B)

- Property which is in an unsecured state so as to potentially constitute an attraction to children, harbor vagrants, criminals, or other unauthorized persons.

A building or structure which is in a state of disrepair (OMC 8.24.020 C)

- Any building or structure which by reason of rot, weakened joints, walls, floors, underpinning, roof, ceilings, or insecure foundation, or other cause has become dilapidated or deteriorated. OMC 8.24.020 (1)
- Any building or structure with exterior walls and/or roof coverings which ae become so deteriorated as to not provide adequate weather protection and bel likely to, or have resulted in, termite infestation or dry rot. OMC 8.24.02 (2)
- Buildings or structures with broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers 8.24.020 (3) **Violation Location:** Front Side Rear/Backyard
- Buildings or structures including but not limited to, walls, windows, fences, signs, retaining walls, driveways, or walkways which are obsolete, broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts on neighboring property or presents a risk to public safety i.e. writings, inscriptions, figures, scratches, or other markings referred to as "graffiti" and peeling, flaking, blistering, or otherwise deteriorated paint. OMC 8.24.020 (4)

Property inadequately maintained (OMC 8.24.020 D) **Violation Location:** Front Side Rear/Backyard

- Property which is not kept clean and sanitary and free from all accumulations of offensive matter or odor including, but not limited to, overgrown or dead or decayed trees, weeds or other vegetation, rank growth, dead organic matter, rubbish, junk, garbage animal intestinal waste and urine, and toxic or otherwise hazardous liquids and substances and material - Combustible and noncombustible waste materials, residue from the burning of wood, coal, coke, and other combustible material; paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, hay, straw, tin cans, metal mineral matter, glass, crockery, and dust; animal feed and the products of and residue from animal quarters. OMC 8.24.020 (1)
- Property which constitutes a fire hazard or a condition considered dangerous to the public health, safety and general welfare. OMC 8.24.020(2)
- Property which is likely to or does harbor rats or other vectors, vermin, feral pet, or other non-domesticated animal nuisances OMC 8.24.020 (3)
- Property which substantially detracts from the aesthetic and economic values of neighboring properties including, but not limited to, personal property and wares and foodstuffs, premises garbage and refuse receptacles, and commercial and industrial business activities which are inadequately buffered from any street, sidewalk, or other publicly trafficked area or such buffering which is inadequately maintained. OMC 8.24.020 (4) and OPC Chapter 17.110
Violation Location: Front Side Rear/Backyard
- Landscaping which is inadequately maintained or which is not installed as required by city codes or any permit issued in accordance with such codes. OMC 8.24.020 (5) **Violation Location:** Front Side Rear/Backyard
- Matter including but not limited to smoke, odors, dust, dirt, debris, fumes, and sprays which is permitted to be transported by wind or otherwise upon any street, course, alley, sidewalk, yard, park, or other public or private property and which is determined to be a violation of federal, state, regional, or local air quality regulations. OMC 8.24.020 (6)
Violation Location: Front Side Rear/Backyard
- Property including, but not limited to building facade, window, doorway, driveway, walkway, fence, wall, landscaped planter or area, sidewalk, curb, and gutter, and edge of street pavement on which dirt, litter, vegetation, garbage refuse, debris, flyers, or circulars have accumulated. OMC 8.24.020 (7) **Violation Location:** Front Side Rear/Backyard
- Property on which a swimming pool, pond, stream, or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted. OMC 8.24.020 (8)

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Property Maintenance (cont'd)

- Parking lots, driveways, paths, and other areas used or intended to be used for commercial and industrial business activities including, but not limited to, selling, manufacturing, processing, packaging, fabricating, treating, dismantling, processing, transferring, handling, transporting, storing, compounding, or assembling which are inadequately maintained and pose a risk of harm to public health or safety including, but not limited to, unpaved surfaces which generate fugitive dust and paved surfaces with cracks, potholes, or other breaks. OMC 8.24.020 (9)
- Property on which recyclable materials (goods, vehicles, machinery, appliances, product or article, new or used), are openly stored (not in an enclosed building). OMC 8.24.020 (10) Violation Location: Front Side Rear/Backyard
- Property which is not securely fenced or adequately lighted to prevent illegal access and activity related to the dumping of garbage, waste, debris and litter. OMC 8.24.020 (11)

Property which creates a dangerous condition (OMC 8.24.020 E)

- Property having a topography, geology, or configuration which, as a result of grading operations, erosion control, sedimentation control work, or other improvements to said property, causes erosion, subsidence, unstable soil conditions, or surface or subsurface drainage problems as to harm or pose a risk of harm to adjacent properties. OMC 8.24.020 (1)
- Property where any condition or object obscures the visibility of public street intersections to the public so as constitute a hazard including, but not limited to, landscaping, fencing, signs, posts, or equipment. OMC 8.24.020 (2)
- Conditions which due to their accessibility to the public pose a hazard including, but not limited to, unused and broken equipment, abandoned wells, shafts, or basements, hazardous or unprotected pools, ponds, or excavations structurally unsound fences or structures, machinery which is inadequately secured or protected, lumber, trash, fences or debris that may pose a hazard to the public, storage of chemicals, gas, oil, or toxic or flammable liquids OMC 8.24.020 (3)

Parking, Storage or Maintenance of Areas Zoned for Residential Use (OMC 8.24.020 F)

- Any construction or commercial equipment, machinery, material, truck or tractor or trailer or other vehicle have a weight exceeding 7,000 pounds, or recyclable materials, except that such items may be temporarily kept within or upon residential property for the time required for the construction of improvements or facilities on the property. OMC 8.24.020 (1) Violation Location: Front Side Rear/Backyard
- Trailers, campers, recreational vehicles, boats, and other mobile equipment for a period of time in excess of 72 consecutive hours in front or side yard area. OMC 8.24.020 (2) Violation Location: Front Side Rear/Backyard
- Any parking, keeping or storing of items in the side or rear yard areas shall be either in an accessory building constructed in accordance with the provisions of this code or in an area which provides for a 5-foot setback from any property line. OMC 8.24.020 (2a) Violation Location: Front Side Rear/Backyard
- 1500 sq. feet or at least 60 percent of the remaining rear yard, whichever is less, must be maintained as usable outdoor recreational space. 8.24.020 (2b)
- No item shall be parked, stored or kept within 5 feet of any required exit, including existing windows. OMC 8.24.020 F. (2c)
- Any motor vehicle which has been wrecked, dismantled or disassembled, or any part thereof, or any motor vehicle which is disabled or which may not be operated because of the need for repairs or for any other reason for a period of time in excess of 72 hours. OMC 8.24.020 (3) Violation Location: Front Side Rear/Backyard
- Any refrigerator, washing machine, sink, stove, heater, boiler, tank or any other household equipment, machinery, furniture, or other than furniture designed for outdoor activities, appliances, or any parts of any of the listed items for a period of time in excess of 72 hours. OMC 8.24.020 (4) Violation Location: Front Side Rear/Backyard
- Storing or keeping packing boxes, lumber, dirt and other debris, except a allowed by this code for the purpose or construction, in any setback areas visible from public property or neighboring properties for a period of time in excess of 72 hours. OMC 8.24.020 (5) Violation Location: Front Side Rear/Backyard
- No item covered by this section shall be parked, stored, or kept between the front lot line and the front wall of the facility, including the projection of the front wall across the residential property lot line, except where such item is located in an approved driveway or approved parking space. OMC 8.24.020 (6) Violation Location: Front Side Rear/Backyard

Activities Prohibited in Areas Zoned for Residential Uses (OMC 8.24.020 G)

- Wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning or servicing, in any setback area of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture or other personal property. OMC 8.24.020 (1)
- Any owner, leasee or occupant of residential property may repair, wash, clean or service any personal property which is owned, leased or rented by such owner, lease or occupant of such property. Any such repairing or servicing performed in any such areas shall be completed within a 72 hours period. OMC 8.24.020 (1a)
- A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property. OMC 8.24.020 (1b)
- A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard which is a legal nonconforming use. OMC 8.24.020 (2c)

- The use of any trailer, camper, recreational vehicle or motor vehicle for living or sleeping quarters in any place in the city, outside of a lawfully operated mobile home park or travel trailer park OMC 8.24.020 (2)
- Guests occupying a trailer, camper, or recreational vehicle upon a residential premise exceeding 72 hours. OMC 8.24.020 (2a)
- Trailer, camper, or recreational vehicles shall not discharge any waste or sewage into the city's sewage system except through the residential discharge connection of the residential premises on which it is parked. OMC 8.24.020 (2b)

Permit Requirement OMC 8.24.020 (H)

- Any use of property which does not have all required permits pursuant to city codes or where such permits have expired or been revoked.

General Conditions (OMC 8.24.020 I)

- Any condition which is detrimental to the public health, safety or general welfare or which constitutes a public nuisance. OMC 8.24.020 (1)
- Any condition of deterioration or disrepair which substantially impacts on the aesthetic or economic value of neighboring properties OMC 8.24.020 (2)

City of Oakland Rent Adjustment Program

Owner Response

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CITY OF OAKLAND
RENT ARBITRATION BOARD
2018 NOV 27 PM 12:28

Case **T18-0311**
Property Address **1791 28th Avenue**

Party	Name	Address	Mailing Address
Tenant	Maria & Luis Cervantes	1791 28th Avenue Oakland, CA 94601	
Owner	May & Grant Fong	358 Cerro Court Daly City, CA 94015	

Business Information

Date of which you aquired the building	1-30-2015
Total Number of Units	6
Is there more than one street address on the parcel?	No
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No

Rent History

The tenant moved into the rental unit on	8-24-2017
Initial monthly rent	1233
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
On what date was the notice first given?	8-24-2017
Is the tenant current on the rent?	No

Exemption

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:	No
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000016

**City of Oakland Rent Adjustment Program
Owner Response**

Case **T18-0311**
Property Address **1791 28th Avenue**

The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance. No

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

On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days. No

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction. No

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution. No

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year. No

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
OAKLAND

City of Oakland Rent Adjustment Program

Owner Response

Case T18-0311
Property Address 1791 28th Avenue

Party	Name	Address	Mailing Address
Tenant	Maria & Luis Cervantes	1791 28th Avenue Oakland, CA 94601	
Owner	Mav & Grant Fong	358 Cerro Court Daly City, CA 94015	

Business Information

Date of which you aquired the building	1-30-2015
Total Number of Units	6
Is there more than one street address on the parcel?	No
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No

Rent History

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Exemption

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CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2018 NOV 13 AM 8:46

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City of Oakland

1 / 2

000019

11/13/2018

City of Oakland Rent Adjustment Program

Owner Response

Case **T18-0311**
Property Address **1791 28th Avenue**

The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance. No

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

On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days. No

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction. No

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution. No

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year. No



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

Housing and Community Development
Department Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T18-0311 Cervantes v. Fong
PROPERTY ADDRESS: 1791 28th Avenue, Oakland, CA
DATE OF HEARING: June 3, 2019
DATE OF DECISION: October 3, 2019
APPEARANCES: Xavier Johnson, Attorney for Tenant
Luis Ayala Cervantes, Tenant
Maria Amezquita, Tenant
Abigail Romero, Interpreter
May Fong, Owner

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

On June 12, 2019, the tenant filed a petition contesting two (2) rent increases, and alleging that her housing services have decreased. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;
- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such as increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase;
- No written notice of Rent Program was given to me together with the notice of increases I am contesting;
- 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 increases;

- The increase I am contesting is the second increase in my rent in a 12-month period;
- 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;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response denying the allegations.

THE ISSUES

- (1) When, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
- (2) Are the contested rent increases valid?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Rent History and RAP Notice

On her petition, the tenant stated that she moved into the subject unit in August of 2015, at an initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. On August 24, 2017, the tenant signed a written lease for the subject property effective September 1, 2017.¹ The lease states that the tenant's rent shall be \$1,233.00 for the first three (3) months and will increase to \$1,400.00 in December of 2017. The tenant testified that she paid \$1,233.00 in rent monthly for September, October, and November of 2017. In December of 2017, the tenant began paying \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00. The tenant testified that she began paying \$1,200.00 because she found out that she was paying more than other tenants in the building. The tenant is still paying \$1,200.00 in rent monthly.

The tenant further testified that the 2017 lease was negotiated in Spanish, with the tenant's minor son serving as an interpreter, but the tenant was only provided the written lease in English. The tenant also testified that she first received the RAP Notice on August 24, 2017, at the time she signed the lease.² The RAP Notice was provided to her in English and in Spanish. Finally, the tenant testified that she signed the 2017 lease under duress, because the owner told her that if she did not sign it, the owner would evict them because there were too many people living in the unit. The tenant testified that there are two (2) adults, and five (5) minor children living in the unit.

¹ Exhibit 1

² Exhibit 1

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized that the tenants did not have a lease for the property. She also found out that there were seven (7) people living in the unit. That is a fire hazard, so the owner told the tenant that she could only have three (3) people living in the unit. The owner also told the tenant her rent would be increased because there were so many people living in the unit. Finally, she testified that both parties came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017. The owner testified that the tenant has paid \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00.

Decreased Housing Services

With the petition, the tenant submitted a list of decreased housing services. The parties testified as follows regarding the tenant's list of decreased housing services.

Electrical Wiring: The tenant testified that some of the electrical outlets were broken. Sparks came out if anything was plugged into the outlets. She first noticed this issue shortly after moving into the unit, in August of 2015. She complained about the electrical outlets to the maintenance worker, Mateo, on three or four occasions over the years but nothing was done. The City of Oakland Code Enforcement Services did an inspection of the unit on April 23, 2018, and issued a Notice of Violation on April 25, 2018.³ The Notice of Violation cited a code violation for the electrical outlets in the living room and bathroom. In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁴ The tenant testified that she has not had any issues with the outlets since July of 2018.

The owner testified that she did not receive notice of this issue until she received the Notice of Violation dated April 25, 2018. She never received a verbal or written complaint from the tenant. In response to the Notice of Violation, she completed the necessary repairs and the violation was abated as of July 2018.

Windows: The tenant testified that the windows in the bedroom do not open completely and the window in the living room is not installed properly. She noticed this issue when she first moved into the unit. She complained to Mateo, the maintenance worker, about this issue multiple times. The Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁵ The tenant testified that she has not had any issues with the windows since July of 2018.

Mold in Bathroom: The tenant testified that there is mold in the bathroom, specifically around the sink and bathtub. She uses Clorox to clean the mold but it keeps

³ Exhibit 3

⁴ Exhibit 3

⁵ Exhibit 3

returning. She complained to Mateo about the mold when she first moved into the unit but nothing has been done. The tenant submitted photographs of the mold.⁶

The owner testified that she never received notice of the mold prior to the filing of the petition. Further, mold was not cited in the Notice of Violation dated April 25, 2018.⁷

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. The drawers get stuck because they do not fit properly into the cabinets. She complained to Mateo, the maintenance worker, about this issue approximately a year after moving into the unit. Mateo sanded the drawers but they still got stuck. The Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement records show that the violation was abated on July 6, 2018.⁸

Splitting of Utilities: The parties did not provide any testimony on this issue, therefore, this claim is dismissed.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Invalid Rent Increases

The Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Program and receive approval for the rent increase before the rent increase can be imposed⁹. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.¹⁰

In this case, the contested rent increases exceed the CPI Rent Adjustment and available banking. The owner failed to petition the Rent Program to receive approval for the rent increases built into the 2017 lease before imposing the increases on the tenants. Therefore, the contested rent increases are void and unenforceable as a matter of law. The monthly rent remains \$945.00, the rent amount prior to the rent increases imposed in the 2017 lease. Since the tenants have paid a portion of the rent increases, they are owed restitution for rent overpayments as outlined in the Table below.

Although the tenant acknowledged receiving the RAP Notice in August of 2017, the timeliness requirements outlined in the RAP Notice only apply to rent increases based on the CPI, banking, or other claims such as decreased housing services, code violations etc. The timeliness requirements do not apply to rent increases that are void and unenforceable as a matter of law.

⁶ Exhibit 4

⁷ Exhibit 3

⁸ Exhibit 3

⁹ O.M.C. §8.22.065(A)

¹⁰ O.M.C. §8.22.065(A)

Timeliness of Decreased Housing Service Claims

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives the RAP Notice.
- b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.¹¹

Therefore, the tenant's restitution for any decreased housing services shall be limited to March of 2018, ninety (90) days before the petition filing date of June 12, 2018.

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹² and may be corrected by a rent adjustment.¹³ 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.

Electrical Wiring: The tenant testified credibly that some of the electrical outlets were broken and she notified Mateo, the maintenance worker, about this issue multiple times. Mateo is an agent of the owner, and therefore, notice of this issue is imputed onto the owner. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the electrical outlets in the living room and bathroom. Code Enforcement records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

¹¹ O.M.C. Section 8.22.090(A)(3)

¹² O.M.C. Section 8.22.070(F)

¹³ O.M.C. Section 8.22.110(E)

Windows: The tenant testified credibly that the windows in the bedroom do not open completely and she notified Mateo about this issue multiple times. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". Code Enforcement Records show that the violation was abated on July 6, 2018.¹⁴

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Mold in Bathroom: The tenant testified that she complained about mold in the bathroom to Mateo when she first moved into the unit. However, mold was not cited in the Notice of Violation dated April 25, 2018. The tenant has failed to sustain her burden of proof regarding the mold and compensation for this claim is denied.

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement Records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Electrical Outlets	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Windows	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Drawers	1-Mar-18	1-Jul-18	\$945	1%	\$ 9.45	5	\$ 47.25
TOTAL LOST SERVICES							\$ 236.25

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-17	1-Nov-17	\$1,233	\$945	\$ 288.00	3	\$ 864.00
1-Dec-17	1-Oct-19	\$1,200	\$945	\$ 255.00	23	\$ 5,865.00
TOTAL OVERPAID RENT						\$ 6,729.00

¹⁴ Exhibit 3

RESTITUTION

	MONTHLY RENT	\$945
	TOTAL TO BE REPAYED TO TENANT	\$ 6,965.25
	TOTAL AS PERCENT OF MONTHLY RENT	737%
AMORTIZED OVER	MO. BY REG. IS	
OR		
OVER 24	MONTHS BY HRG. OFFICER IS	\$ 290.22

ORDER

1. Petition T18-0311 is partly granted.
2. The 2017 rent increases are invalid. The tenant's base rent remains \$945.00.
3. The tenant is entitled to restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The restitution shall be amortized over twenty-four (24) months. The tenant's rent from November 2019 to October 2021 is \$654.78. In November of 2021, the tenant's rent will revert to the base rent of \$945.00.
4. The remaining claims of decreased housing services are denied.

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

Dated: October 3, 2019



Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T18-0311

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

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

Documents Included
Hearing Decision

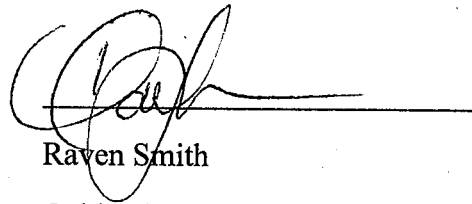
Owner
May & Grant Fong
358 Cerro Court
Daly City, CA 94015

Tenant
Maria & Luis Cervantes
1791 28th Avenue
Oakland, CA 94601

Tenant Representative
Xavier Johnson, Centro Legal de la Raza
3022 International Blvd Ste. 410
Oakland, CA 94601

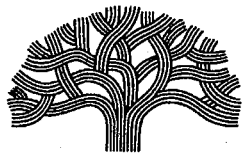
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 **October 03, 2019** in Oakland, CA.


Raven Smith

Oakland Rent Adjustment Program

000028



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

2019 OCT -9 AM 11:45

APPEAL

Appellant's Name May Fong		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1791-28th Avenue, Oakland, Ca 94601			
Appellant's Mailing Address (For receipt of notices) 358 Cerro Court, Daly City, Ca 94015		Case Number T18-0311	
		Date of Decision appealed October 3, 2019	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*

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

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

For more information phone (510) 238-3721.

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

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


Please number attached pages consecutively. Number of pages attached: 32.

***Please listen to only the section of testimony on the audio day of hearing.**

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

I declare under penalty of perjury under the laws of the State of California that on October 8, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Luis Cervantes AND Maria Amezquita
<u>Address</u>	1791-28th Avenue
<u>City, State Zip</u>	Oakland, Ca 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	10/8/19
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

T18-0311 APPEAL EXPLANATION

- 1) The hearing officer calculated the rent incorrectly. The rent for tenants Cervantes and Amerzquita was \$1400 as per signed lease in **Exhibit A**. The application for habitability issues is also incorrect. The electrical issues was due to the tenants' overloading the circuits with expansive outlets with overloading appliances. Please see attached **Exhibit B**. This caused shortages and dangerous circumstances and is due to the overcrowding of the unit 1 bedroom unit. The hearing officer calculated the decreased housing from March 2018 to July 2018. She has to put into account that the Owner was not made aware of any problems until receiving notice regarding the issues from code enforcement in or about May 2, 2018. Owners are allotted a reasonable time period to make repairs. Electrical and cabinets were repaired on May 8 2018. Window Repairs were completed June 1, 2018 due to ordering of windows. Please see attached receipts and email with the Code Enforcement Inspector. Please see attached **Exhibit C**. **The hearing officer did not adhere to the decrease housing clause.** [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] These were all repaired within a reasonable time period which is exactly a day after receiving notice repairs had been made with exception of the windows that needed special ordering; therefore, there should be no compensation for decreased housing. The issues were abated in July only because the inspection for the unit was scheduled for July.
- 2) d) The decision violates Ca state law 2007 California Civil Code Article 2. Rental Agreement CA Codes (civ:798.15-798.23.5) CIVIL CODE SECTION 798.15-798.23.5. Tenant Luis Cervantes AND Maria Amezquita attempts to claim they should takeover the rent amount set at the original tenant lease. Nazana Nevarez was the original tenant that signed a valid lease with previous landlord on May 30, 2012. Please see attached **Exhibit D**. Owner May Fong purchased property January 30, 2015 and sent notices to existing tenants of new ownership information along with RAP information to the original authorized tenant. Please see attached **Exhibit E**.
Nazana Nevarez subletted the unit to Luis Cervantes and Maria Amezquita without my approval or consent which is a breach of lease terms. Please see highlighted section regarding Subletting. It states the following:
[Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owners rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of

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this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.]

Owner May Fong was totally unaware that Luis Cervantes and Maria Amezcuita were illegal subtenants that moved into premises without authorization until the text sent by Luis Cervantes 8/18/17 as stated at the hearing. Please see attached **Exhibit F**. Original tenants were given proper notices with RAP notices. Please see attached **Exhibit E**.

When Owner was made aware of the Cervantes and Amezcuita were illegal subtenants, Owner was to evict them based on violation of lease and unauthorized subtenants. Tenants begged owner to stay. With heart, On August 24, 2017, Owner decided to allow tenant to stay and have tenants fill out an application and sign new lease as per original lease **ONLY** based on 3 persons residing in Premises and abide by stipulation in the original lease that the **rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises**. Tenants Cervantes and Amezcuita professed on multiple occasions they only had 3 in their family. Owner would never have signed a new lease with 7 living in a 1 bedroom unit because it is an unsafe and unhealthy environment.

Per original lease, Original Tenant(s) moved out of Premises and Cervantes and Amezcuita had become the new tenant, the lease sign and agreed by both parties raised to market rate at \$1400 per month is valid according to the California state law. Please see attached **Exhibit D**.

2.e. The decision is not supported by substantial evidence. The **Preponderance** of evidence is upon the Petitioner to not give testimony but present factual supported documented evidence. All of the tenants' claim has not been supported with any documents and the evidence the hearing officer claims is not accurate. The hearing officer claimed the tenant did not receive the RAP until we signed a new lease which is correct. However, she neglected to acknowledge all the RAP notices Owner sent was to the original tenant Nanzania. Tenants Cervantes and Amezcuita would not be sent these notices. Please see attached **Exhibit F**.

The hearing officer did not take into account that tenants Cervantes and Amezcuita were unauthorized subtenants until the new lease was signed. I emphasize they were not the authorized master tenants. Any rent payments the Petitioner claims was directly deposited in Owners account without disclosing to the Owner the rent payments were from anyone but the master tenants owners. Rent payments were also deposited in owners account with either cash or bank transfer masking who is depositing the rent. Please see **Exhibit G**. As evidenced in the application and lease signed and dated August 24, 2017. Please see attached **Exhibit A**. This is the Petitioner's

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only and original lease as new tenants at the new market rate of \$1400 (market value is \$1800). The attached stated the terms of lease as per California law and was based on the tenant's misrepresentation of facts regarding their claim was only 3 persons in the unit.

The hearing officer incorrectly claims that Owner testified "told the tenant her rent would be increased because there were so many people living in the unit." This is TOTALLY UNTRUE. Please listen to audio. Owner never made any claims of raising the rent due to the amount of people in unit. The rent was raised to market value as allowed by law when the original tenant vacates premises which happened. It is a fact I stated only 3 tenants can reside in the Premises and the tenant misrepresented themselves. Owner did indicate and firmly believe 7 in a 300 sleeping space is unsafe and hazardous but never claimed the rent is raised due to the amount of people that would be living there.

Tenants Cervantes and Amezquita were unauthorized subtenants and as per original lease in **Exhibit D**, the rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises as well as State and local laws.

h) The hearing officer did not adhere to the State or local laws. There was no 2017 rent increase as the hearing officer claims. This was a new lease to the new tenants of the unit. Prior to that they were unauthorized subtenants that never made me aware of their unauthorized residency until August 2017. Contracts matter and it is unjust to reward tenants who move into units without written authorization. Owners have the right to choose their tenants and charge market rent to new tenants once authorized. Tenants Cervantes and Amezquita deceived the Owner by moving into Premises without authorization and then misrepresenting themselves in order to avoid eviction and to obtain a new lease. This is not legally adhering to the laws.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 08, 2019 in Oakland, CA.



May Fong, Owner

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EXHIBIT A

APPLICATION TO RENT OR LEASE

APPLICANT Each Applicant over the age of 18 must complete their own application form

PLEASE PRINT

First, Middle, Last Name Maria Amezcuita Arceo	Date of Birth 7-5-81	Social Security # L	Driver's License #
Other Names Used In the Last 10 Years	Home Phone	Cell Phone	Email Address

ADDITIONAL OCCUPANTS List everyone who will live with you:

First, Middle, Last Name Luis Ayala cervantes	Date of Birth 6-19-68	Relationship To Applicant ESPOSO
Janni Ayala	2-16-02	hijo
Maria Amezcuita	7-5-81	mama

EMPLOYMENT

	Current Employment	Prior Employment
Employer	Limpiando casas	
Address		
Employer Phone	Negocio propia cuenta	
Job Title		
Name of Supervisor		
Dates of Employment	From: To:	From: To:
Income Per Month	\$	\$

RESIDENCE

	Current Residence	Previous Residence	Previous Residence
Street Address	1791 28th ave		
City	Oakland cal		
State & Zip	94601		
Dates of Stay			
Owner/Manager And Phone number			
Reason For Leaving			
Last Rent Paid	\$	\$	\$

VEHICLES

Automobiles	Make	Model	Color	Year	License No.
Motorcycles					

PERSONAL REFERENCES

In Case Of Emergency, Notify	Address/City	Phone	Relationship
Nancy Nevares Close Friend			prima y amiga
Nearest Relative Living Elsewhere			



CREDIT INFORMATION Please list all your financial obligations

Name of Bank or Savings & Loan		Branch or Address		Account No.		Balance
				Checking		\$
				Savings		\$
Credit Accounts	Account No.	Address/City	Phone	Balance	Due Monthly	

GENERAL INFORMATION Check answer that applies

- Do you smoke? YES NO
- Do you have any pets/animals? YES NO
- Have you ever filed for bankruptcy? YES NO
- Do you have any musical instruments? YES NO
- Do you have any water-filled furniture or do you intend to use water filled furniture in the apartment? YES NO
- Have you ever been convicted for selling, possessing, distributing or manufacturing illegal drugs or convicted of any other crime? YES NO
- Have you ever been evicted or named as a defendant in an eviction for non-payment of rent or any other reason? YES NO

Please explain any "yes" answers to the above questions:

Why are you leaving your current residence?

The applicant hereby applies to rent/lease Apartment # _____ at _____ for \$ _____ per month, and upon owner's approval agrees to enter into a Rental Agreement and/or Lease and pay all rent and security deposits required before occupancy.

An application fee of \$ _____ is hereby submitted for the cost of processing this application, to obtain credit history and other background information.

Applicant represents that all information given on this application is true and correct. Applicant hereby authorizes verification of all references and facts, including but not limited to current and previous landlords and employers, and personal references. Applicant hereby authorizes owner/agent to obtain Unlawful Detainer, Credit Reports, Telechecks, and/or criminal background reports. Applicant agrees to furnish additional credit and/or personal references upon request. Applicant understands that incomplete or incorrect information provided in the application may cause a delay in processing which may result in denial of tenancy. In the event that a material misstatement or misrepresentation is discovered after Applicant is accepted as a Resident, and whether or not a Lease or Month to Month Rental Agreement is executed, Owner may, at Owner's sole discretion, deem such misstatement or misrepresentation to be a material and non-curable breach of any subsequent Lease or Month to Month Rental Agreement and grounds for rescission of the contract and immediate eviction. Applicant hereby waives any claim and releases from liability any person providing or obtaining said verification or additional information.

Applicant: Maria Amezcuita
(Signature required)

Date: 8-24-17



Received \$600 8/21/17

OAKLAND RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Mav Fong
Apartment Number: 1791
Tenant(s)/Lessee: Maria Amezcua Arce, Luis Cervantes, Jovani Ayala Amezcua
Apartment Address: 1791-28th Avenue
City: Oakland, State Ca, Zip 94601
Monthly Rental Rate: \$1700
Rental Due Date: 1st of month
Security Deposit: \$3500
Late Charge: \$75 if not paid by 3rd
Parking Space: 1
Storage Space: 0

01400 from 12/11/17 M.A

- 1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.
2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER.
3. LATE CHARGE/FEE: The late charge amount noted above, not to exceed 6% of the monthly rent, shall be added to any payment of rent not made on the rental due date or for which a deficient (bounced) check shall have been given.
4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments.
5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except garbage.
6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement.
7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises.
8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S 'Application to Rent/Lease' or attached hereto.
9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT.
10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement.

Can Also Deposit to Bank of America Account



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be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

- 13. MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
- 14. SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.
- 15. HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
- 16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.
- 17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENTS' belongings, and keys and other property furnished for RESIDENTS' use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
- 18. POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
- 19. INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
- 20. RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
- 21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
- 22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 23. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 24. ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
- 25. ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 26.** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
- 27.** Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 28. Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.
- OWNER/AGENT DISCLOSURE (Initial)**
AW OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and OK RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.
- 29. MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.



30. ADDITIONS AND EXCEPTIONS: TENANT is responsible for all repairs and replacements of all appliances including refrigerator, stove, and microwave.

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:

Name _____ Address _____

Phone Number _____

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name _____ Address _____

Phone Number _____

Person or Entity Authorized to Receive Payment of Rent:

Name _____ Address _____

Phone Number _____

32. INVENTORY: The Apartment contains the following items for use by RESIDENT: stove refrigerator

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. Proposition 65 Notice: Warning: Some areas may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

34. Notice is hereby given of the existence of the Residential Rent Arbitration Board (RRAB) and the Rent Arbitration Program of the City of Oakland, the office of which is located at 250 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA, 94612, phone number (510) 238-3721. The Rent Arbitration Program (Oakland Municipal Code, Chapter 8.22) lease addendum is attached to this lease and acknowledged in number 35 below as a lease addendum notifying tenants of the Notice to Tenants regarding Oakland's Rent Adjustment Program. In the event that Owner/Agent elects not to implement an annual rent adjustment, the Owner/agent hereby advises Tenant that Owner/agent elects to bank any such rent adjustment to future year(s) pursuant to the provisions of the Oakland Rent Arbitration Ordinance.

Note: Tenant and Landlord has adopted, and agree to comply with Measure EE "Just Cause Eviction" Ordinance for the City of Oakland, CA., which requires landlords of specified residential properties, the right to evict a tenant only for reasons specified in the measure, such as non-payment of rent, breach of lease, damaging premises, drug or other illegal activity, disorderly conduct, rehabilitation of unit, landlord or relative occupancy, except in certain circumstances where the tenant is disabled, elderly or catastrophically ill. Further, the ordinance provides for damages, penalties and attorneys' fees against landlords who violate this law. Should Tenant violate any portion of the ordinance, Landlord may exercise his/her right to evict tenant for damages, penalties and attorneys' fees.

35. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- House Rules
- Laundry Rules
- Mailbox Keys

- Pet Agreement
- Pool Rules
- Apartment Keys

- Garage Door Opener _____
- Notice to Tenants: Oakland's Rent Adjustment Program
- Information About Bed Bugs Sheet

36. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

37. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

38. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (_____) RESIDENT'S initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(Maria A.) Resident's initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: Spanish

Jovani Ayala
Printed Name of Interpreter

Jovani Ayala
Signature of Interpreter

08/24/17
Date

Mav Fong 8/24/17
Owner/Agent Date

Owner/Agent Date

Owner/Agent Date

Maria Amezcua 8-24-17
Resident Date

Luis Cruz-Ventres
Resident Date

Jovani Ayala 8-24-17
Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [] is [X] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on 8-24-17 (Date)

Maria Amezcua (Tenant's signature)

此份屋崙(奧克蘭)市租容權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

CIUDAD DE OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler

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

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1° de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6° Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario tiene no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de 2016.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en la Vivienda _____, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY o **NO HAY** un área designada al aire libre para fumar. Se encuentra en _____.

Recibí una copia de este aviso el

8-24-17
(Fecha)

Maria Amezcua
(Firma del inquilino)

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

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

EXHIBIT B

**MICHAEL MEHRETEAB
ELECTRIC**

RECEIVED 05/10/18

RECEIPIENT:

May Fong

LOCATION:

**1791 28th Ave
Oakland**

SENDER:

Michael Mehreteab Electric
6119 Market St, Oakland, Ca 94608

Phone:

Replace burnt outlet in living room due to overloaded circuit. Checked circuit breaker for damages. \$200

Received payment 5/9/18

Job #29

000042



SPECIAL SERVICES CUSTOMER INVOICE EXHIBIT C

Notice of Cancellation (see Exhibit A) may be sent to this address:

HOME DEPOT U.S.A., INC.

Store 0639 COLMA II

2 COLMA BLVD

COLMA, CA 94014

Phone: (650) 755-9600

Salesperson: kxh6ggf

Reviewer: sv995

Page 1 of 2

No. H0639-111901

REPRINT

2018-05-09 14:00

SOLD TO	Name MAY FONG MAY FONG		Phone 1
	Address 358 CERRO CT		Phone 2
	Company Name		
	City DALY CITY	Job Description 1791	
	State CA	Zip 94015	County SAN MATEO

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP:				S/O MILGARD MFG INC	REF # S01	ESTIMATED ARRIVAL DATE: 05/30/2018	P.O. #39505099		
REF #	SKU	QTY	UM	DESCRIPTION		PI	TAX	PRICE EACH	EXTENSION
S0101	0000-301-390	0.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 29.5 X 47.5 VINYLXO(#1)		A	N	\$269.07	\$0.00*
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							MERCHANDISE TOTAL:		\$0.00
END OF CUSTOMER PICKUP - REF #W02									

CUSTOMER PICKUP #2

REF # W04 SKU # 0000-515-664 Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP:				S/O MILGARD MFG INC	REF # S03	ESTIMATED ARRIVAL DATE: 05/31/2018	P.O. #39505130		
REF #	SKU	QTY	UM	DESCRIPTION		PI	TAX	PRICE EACH	EXTENSION
S0303	0000-301-390	1.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 29.5 X 47.5 VINYLXO(#1)		A	Y	\$220.57	\$220.57*
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							MERCHANDISE TOTAL:		\$220.57
END OF CUSTOMER PICKUP - REF #W04									

WILL-CALL MERCHANDISE PICK-UP

Will-Call items will be held in the store for 7 days only.

Check your current order status online at www.homedepot.com/orderstatus

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

* Indicates item markdown
Customer Copy

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$220.57
SALES TAX	\$19.30
TOTAL	\$239.87
BALANCE DUE	\$0.00

END OF ORDER No. H0639-111901

EXHIBIT C

Re: Case 1801330 1783-28th Avenue

From: May Fong (r)

To: HBarron@oaklandnet.com

Date: Friday, June 15, 2018, 9:55 AM PDT

Hi Hugo!

The inspection passed on Wednesday.

Please confirm the case has been abated.

Thx

May
Sent from my iPhone

On Jun 6, 2018, at 8:33 AM, Barron, Hugo <HBarron@oaklandnet.com> wrote:

Not, you need to call 238-3444 and schedule a final inspection once the permit is final please call me and let me know. Hugo.

From: May Fong [<mailto:>]
Sent: Tuesday, June 05, 2018 12:47 PM
To: Barron, Hugo <HBarron@oaklandnet.com>
Subject: Re: Case 1801330 1783-28th Avenue

Hi Hugo!

I wanted to find if you are able to pass my inspection for my windows since you were at the unit yesterday?

Thanks.

May

From: May Fong <mayfong@pacbell.net>

To: "hbarron@oaklandnet.com" <hbarron@oaklandnet.com>
Sent: Wednesday, May 2, 2018 2:49 PM
Subject: Case 1801330 1783-28th Avenue

<image001.jpg>

To Inspector Barron,

I received the above reference complaint. Please find attached the notice I sent to the tenants regarding a violation you have included. I was made aware of the dumping on April 18th by a tenant, not by Luis Ayala. I verified the issues and contacted Luis regarding the violations he has caused and sent over the notices. Mr. Ayala has never complained to me regarding electrical or cabinet issues. I was made aware of the window and my handyman will repair the drawers in the kitchen and window well as today. My electrician will take care of the electrical on Friday and I already had made arrangements for bulky item pickup next Wednesday. I warned the tenant with the red van not to park at the lawn and I installed yellow parking bumpers to prevent cars from entering the lawn as per picture. I also installed security cameras in hopes to prevent the dumping and illegal car parking.

I will send you the confirmation that everything is taken care of and you can reinspect by May 14th.

Thanks.

May

Rental Agreement (Month-to-Month)

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

DS
GWF 12/29/2014

Owner Joseph S. Martinez

Agent for Rent & Notices Same as above (Name)
1814 28th Ave Oakland Ca. 94601 (Address)
com (Phone & Email)

Tenants
Nazania V. Nevarez (Name) 11-25-77 (DOB)
Teresa Vazques (Name) 5-17-95 (DOB)
Fernando Nevarez (Name) 10-15-97 (DOB)
Cesar Nevarez (Name) 6-29-64 (DOB)

Premises X 1791 28th Avenue, Oakland Ca 94601 (Address)

Rent \$ 895.00 per month payable in advance on the 1st day of each month.

Parking Parking space assigned yes Monthly charge \$ NA payable with monthly rent.

Storage Storage space assigned yes Monthly charge \$ NA payable with monthly rent.

Rent Payments
 Electronic Funds Transfer (EFT)
 Personal check
 Cashier's check or money order
 Cash

Security Deposit \$ 800.00

Late Charge \$ 53.70 if Owner does not receive rent in full within 5th days after the due date.

Returned Payment \$ 25.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on Dec 1 2012 and ends on May 30 2012 and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets NO Pets

Owner's Utilities Owner pays for Water & garbage

Tenant's Utilities Tenant pays for Gas & Electric

Appliances & Fixtures Owner provides stove & Refrigerator

General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page N.N (Tenant initials)

Rental Agreement (Month-to-Month)

Rent Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.

Late Payments Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.

Returned Payments Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.

Individual Liability Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.

Failure to Pay As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.

Security Deposit Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, interest payments are required on security deposits.

Subletting

Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

Parking This is a no-parking area for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.

Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

Storage Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page NN (Tenant initials)

Rental Agreement (Month-to-Month)

- Condition of Premises** Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.

- Appliances and Fixtures** Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.

- Pets** Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.

Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manor. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.

- Trash** Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.

- Owner's Access** California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).

- Extended Absences** Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

- Quiet Enjoyment** Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

- Repairs and Alterations** Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.

- Financial Responsibility** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.

- Water-filled Furniture** No waterbed or other item of water-filled furniture will be kept on the Premises.

- Smoke Detectors** The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.

- Termination** The tenancy may be terminated by Tenant by serving a 30-day written notice of termination upon Owner, and by Owner by serving a 30-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for less than one year, or by serving a 60-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for one year or longer. Any termination notice is subject to applicable local rent control ordinances and regulations. If the Premises are damaged by fire, flood, earthquake or any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

I have reviewed this page N N (Tenant initials)

Rental Agreement (Month-to-Month)

Attorney Fees In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

Megan's Law Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist
 Oakland Notice to Tenants
 EPA booklet entitled "Protect Your Family from Lead in Your Home"

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Josephs Martinez 11-26-12
 Owner or Agent Date

Tenant _____	Date _____	Tenant _____	Date _____
Tenant <u>Nazaria Navarez</u>	Date <u>11-28-12</u>	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____

<u>Receipt</u>	
By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:	
Security Deposit:	\$ _____
Rent:	\$ _____ for the period _____ to _____
Other:	\$ _____ for _____
Total received:	\$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
 Form Rental Agreement (Month-to-Month)© (06/11)



EXHIBIT E

NOTICE TO TENANTS AT 28TH AVENUE

Dear Tenants,

I am writing in regards to the rules and maintenance of the building for 1783-28th Avenue. Thank you for those who have been doing their share in maintaining the cleanliness of the building and property including the carport, yard and garbage areas. Unfortunately, there seems to be some big problems we have been having with the garbage and some tenants have been throwing diapers down their windows to the back and sides of the building. I hope all tenants are aware that garbage that is thrown on the property and not put in the proper containers will cause huge rodent problems. According to the lease, each tenant has a responsibility to maintain the property. As a courtesy to all the other tenants, please do your share in keeping the property in good condition.

I want to clarify the rule that there is only 1 carport space per unit. If you have more than 1 car, you must not park it in any of the carport space or yard. Your car must be parked outside the gated area.


Since there seems to be some problems with the moving of the garbage container, I will be looking into having individual garbage cans where each tenant would be responsible for moving out their garbage container outside on garbage day. We have recycle bins. Please be sure to use these for recycling plastic, glass and paper. This will help the environment.

I will be slowly making repairs and improvement to the building to make the property more beautiful. Please do your part in helping to improve our building.

I will be meeting with each tenant to sign leases. I do want to remind all tenants to write down their unit address on the deposit slips when making your rent deposits so I can credit you correctly. Please find attached the RAP sheet as required by the Oakland rent board in regards to your tenant rights.

Thank you for your attention and cooperation.

Sincerely,



May Fong
415-812-9908

000051

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983.
• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase").
• To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition.
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units.
• Oakland charges owners a Rent Program Service Fee per unit per year.
• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600).

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building.
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
Baùn Thoàng Baùo quyeàn lôii cuûa ngöðøi thueâ trong Oakland naøy cuõng coù baêng tieáng Vieät. Ñeà coù moät baùn sao, xin goii (510) 238-3721.

THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Nazana Nevarez, Teresa Vazques, Fernando Nevarez and Cesar Nevarez, et al
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

1791-28th Avenue, Unit # (if applicable) _____
(Street Address)
Oakland, CA 94601
(City) (Zip)

You are hereby notified, in accordance with California Law, that 30 days after service upon you of this Notice, or

8/1/16, whichever is later, your monthly rent which is payable in advance on or before the
(Date)

1st day of each month, will be the sum of \$ 995, instead of \$ 945, the current monthly rent.

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

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

6/30/16
Date

Owner/Agent May Fong

Proof of Service

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

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

Place of Mailing: San Francisco Date of Mailing: 6/30/16

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

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

Executed this 30th day of June (month), 2016 (year), in San Francisco (city), Ca (state).

May Fong

Name of Declarant (Print)

(Signature of Declarant)



California Apartment Association Approved Form
www.caanet.org
Form 5.1-SV - Revised 12/14 - ©2014 - All Rights Reserved
Page 1 of 1

Unauthorized Reproduction
of Blank Forms is Illegal.





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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or **IS NOT** permitted in Unit _____, the unit you intend to rent.
- Smoking (circle one) IS or **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or **IS NOT** a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Date) _____ (Tenant’s signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Baùn Thoàng Baùo quyeàn lờii củà ngồðøi thueà trong Oakland naøy cuõng cồu baêng tieáng Vieät. Ñeã cồu moät baùn sao, xin goii (510) 238-3721.

EXHIBIT F

TEXTS FROM LUIS 8/17/17 ESTABLISHED ILLEGALLY STAYING AT UNIT

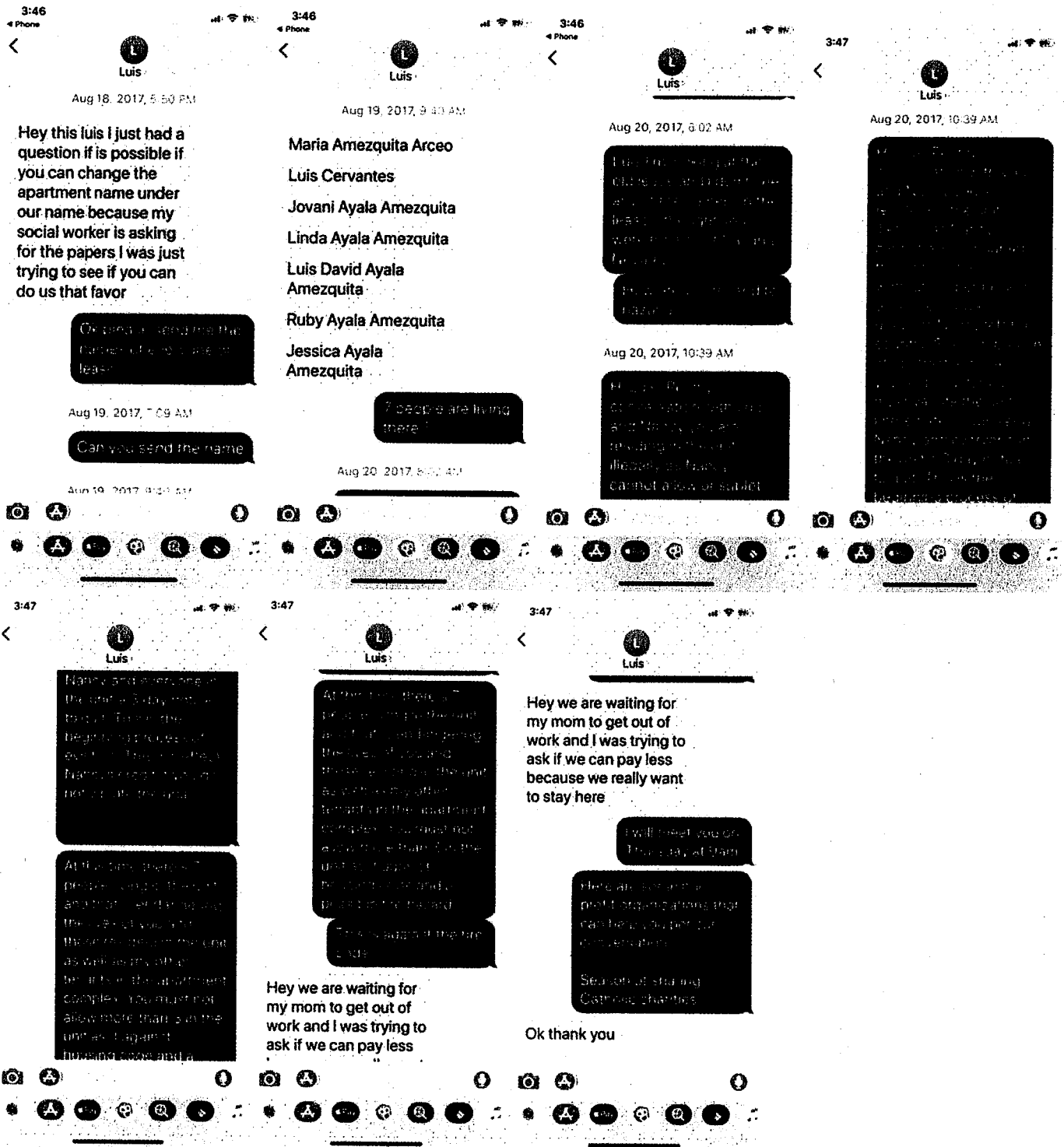




EXHIBIT G

Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 07/08/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0262910428

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0262910428

Transaction category: Income: Deposits

000056



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 06/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1476793191

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1476793191

Transaction category: Income: Deposits

000057



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 05/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0317314036

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0317314036

Transaction category: Income: Deposits

000058



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 04/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1750389378

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1750389378

Transaction category: Income: Deposits

000059



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 03/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1789276445

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1789276445

Transaction category: Income: Deposits

000060



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 02/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 2740017444

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 2740017444

Transaction category: Income: Deposits

000061



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 12/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1603915720

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1603915720

Transaction category: Income: Deposits

000062



Fong Investments: Account Activity Transaction Details

Post date: 03/05/2018

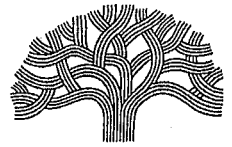
Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Transaction category: Income: Deposits



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

Housing and Community Development
Department Rent Adjustment Program

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

CORRECTED HEARING DECISION

CASE NUMBER: T18-0311 Cervantes v. Fong
PROPERTY ADDRESS: 1791 28th Avenue, Oakland, CA
DATE OF HEARING: June 3, 2019
DATE OF CORRECTED DECISION: October 16, 2019
APPEARANCES: Xavier Johnson, Attorney for Tenant
Luis Ayala Cervantes, Tenant
Maria Amezquita, Tenant
Abigail Romero, Interpreter
May Fong, Owner

REASON FOR CORRECTED DECISION

On October 3, 2019, a Hearing Decision was mailed to all parties. On page 3 of that Hearing Decision, it stated "The owner also told the tenant her rent would be increased because there were so many people living in the unit." After reviewing the audio recording of the Hearing, that sentence has been removed. Other than the removal of that sentence from page 3, the Hearing Decision remains the same.

This CORRECTED HEARING DECISION does not set a new appeal period.

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

On June 12, 2019, the tenant filed a petition contesting two (2) rent increases, and alleging that her housing services have decreased. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;

- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such as increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase;
- No written notice of Rent Program was given to me together with the notice of increases I am contesting;
- 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 increases;
- The increase I am contesting is the second increase in my rent in a 12-month period;
- 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;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response denying the allegations.

THE ISSUES

- (1) When, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
- (2) Are the contested rent increases valid?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Rent History and RAP Notice

On her petition, the tenant stated that she moved into the subject unit in August of 2015, at an initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. On August 24, 2017, the tenant signed a written lease for the subject property effective September 1, 2017.¹ The lease states that the tenant's rent shall be \$1,233.00 for the first three (3) months and will increase to \$1,400.00 in December of 2017. The tenant testified that she paid \$1,233.00 in rent monthly for September, October, and November of 2017. In December of 2017, the tenant began paying \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00. The tenant testified that she began paying \$1,200.00 because she found out that she was

¹ Exhibit 1

paying more than other tenants in the building. The tenant is still paying \$1,200.00 in rent monthly.

The tenant further testified that the 2017 lease was negotiated in Spanish, with the tenant's minor son serving as an interpreter, but the tenant was only provided the written lease in English. The tenant also testified that she first received the RAP Notice on August 24, 2017, at the time she signed the lease.² The RAP Notice was provided to her in English and in Spanish. Finally, the tenant testified that she signed the 2017 lease under duress, because the owner told her that if she did not sign it, the owner would evict them because there were too many people living in the unit. The tenant testified that there are two (2) adults, and five (5) minor children living in the unit.

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized that the tenants did not have a lease for the property. She also found out that there were seven (7) people living in the unit. That is a fire hazard, so the owner told the tenant that she could only have three (3) people living in the unit. Finally, she testified that both parties came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017. The owner testified that the tenant has paid \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00.

Decreased Housing Services

With the petition, the tenant submitted a list of decreased housing services. The parties testified as follows regarding the tenant's list of decreased housing services.

Electrical Wiring: The tenant testified that some of the electrical outlets were broken. Sparks came out if anything was plugged into the outlets. She first noticed this issue shortly after moving into the unit, in August of 2015. She complained about the electrical outlets to the maintenance worker, Mateo, on three or four occasions over the years but nothing was done. The City of Oakland Code Enforcement Services did an inspection of the unit on April 23, 2018, and issued a Notice of Violation on April 25, 2018.³ The Notice of Violation cited a code violation for the electrical outlets in the living room and bathroom. In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁴ The tenant testified that she has not had any issues with the outlets since July of 2018.

The owner testified that she did not receive notice of this issue until she received the Notice of Violation dated April 25, 2018. She never received a verbal or written complaint from the tenant. In response to the Notice of Violation, she completed the necessary repairs and the violation was abated as of July 2018.

² Exhibit 1

³ Exhibit 3

⁴ Exhibit 3

Windows: The tenant testified that the windows in the bedroom do not open completely and the window in the living room is not installed properly. She noticed this issue when she first moved into the unit. She complained to Mateo, the maintenance worker, about this issue multiple times. The Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁵ The tenant testified that she has not had any issues with the windows since July of 2018.

Mold in Bathroom: The tenant testified that there is mold in the bathroom, specifically around the sink and bathtub. She uses Clorox to clean the mold but it keeps returning. She complained to Mateo about the mold when she first moved into the unit but nothing has been done. The tenant submitted photographs of the mold.⁶

The owner testified that she never received notice of the mold prior to the filing of the petition. Further, mold was not cited in the Notice of Violation dated April 25, 2018.⁷

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. The drawers get stuck because they do not fit properly into the cabinets. She complained to Mateo, the maintenance worker, about this issue approximately a year after moving into the unit. Mateo sanded the drawers but they still got stuck. The Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement records show that the violation was abated on July 6, 2018.⁸

Splitting of Utilities: The parties did not provide any testimony on this issue, therefore, this claim is dismissed.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Invalid Rent Increases

The Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Program and receive approval for the rent increase before the rent increase can be imposed⁹. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.¹⁰

In this case, the contested rent increases exceed the CPI Rent Adjustment and available banking. The owner failed to petition the Rent Program to receive approval for

⁵ Exhibit 3

⁶ Exhibit 4

⁷ Exhibit 3

⁸ Exhibit 3

⁹ O.M.C. §8.22.065(A)

¹⁰ O.M.C. §8.22.065(A)

the rent increases built into the 2017 lease before imposing the increases on the tenants. Therefore, the contested rent increases are void and unenforceable as a matter of law. The monthly rent remains \$945.00, the rent amount prior to the rent increases imposed in the 2017 lease. Since the tenants have paid a portion of the rent increases, they are owed restitution for rent overpayments as outlined in the Table below.

Although the tenant acknowledged receiving the RAP Notice in August of 2017, the timeliness requirements outlined in the RAP Notice only apply to rent increases based on the CPI, banking, or other claims such as decreased housing services, code violations etc. The timeliness requirements do not apply to rent increases that are void and unenforceable as a matter of law.

Timeliness of Decreased Housing Service Claims

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives the RAP Notice.
- b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.¹¹

Therefore, the tenant's restitution for any decreased housing services shall be limited to March of 2018, ninety (90) days before the petition filing date of June 12, 2018.

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹² and may be corrected by a rent adjustment.¹³ 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.

¹¹ O.M.C. Section 8.22.090(A)(3)

¹² O.M.C. Section 8.22.070(F)

¹³ O.M.C. Section 8.22.110(E)

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

Electrical Wiring: The tenant testified credibly that some of the electrical outlets were broken and she notified Mateo, the maintenance worker, about this issue multiple times. Mateo is an agent of the owner, and therefore, notice of this issue is imputed onto the owner. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the electrical outlets in the living room and bathroom. Code Enforcement records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Windows: The tenant testified credibly that the windows in the bedroom do not open completely and she notified Mateo about this issue multiple times. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". Code Enforcement Records show that the violation was abated on July 6, 2018.¹⁴

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Mold in Bathroom: The tenant testified that she complained about mold in the bathroom to Mateo when she first moved into the unit. However, mold was not cited in the Notice of Violation dated April 25, 2018. The tenant has failed to sustain her burden of proof regarding the mold and compensation for this claim is denied.

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement Records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

¹⁴ Exhibit 3

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Electrical Outlets	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Windows	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Drawers	1-Mar-18	1-Jul-18	\$945	1%	\$ 9.45	5	\$ 47.25
TOTAL LOST SERVICES							\$ 236.25

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-17	1-Nov-17	\$1,233	\$945	\$ 288.00	3	\$ 864.00
1-Dec-17	1-Oct-19	\$1,200	\$945	\$ 255.00	23	\$ 5,865.00
TOTAL OVERPAID RENT						\$ 6,729.00

RESTITUTION

	MONTHLY RENT	\$945
	TOTAL TO BE REPAYED TO TENANT	\$ 6,965.25
	TOTAL AS PERCENT OF MONTHLY RENT	737%
AMORTIZED OVER	MO. BY REG. IS	
OR		
OVER 24	MONTHS BY HRG. OFFICER IS	\$ 290.22

ORDER

- Petition T18-0311 is partly granted.
- The 2017 rent increases are invalid. The tenant's base rent remains \$945.00.
- The tenant is entitled to restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The restitution shall be amortized over twenty-four (24) months. The tenant's rent from November 2019 to October 2021 is \$654.78. In November of 2021, the tenant's rent will revert to the base rent of \$945.00.
- The remaining claims of decreased housing services are denied.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received

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within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: October 16, 2019



Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

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PROOF OF SERVICE

Case Number T18-0311

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

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

Documents Included

Corrected Hearing Decision

Owner

May & Grant Fong
358 Cerro Court
Daly City, CA 94015

Tenant

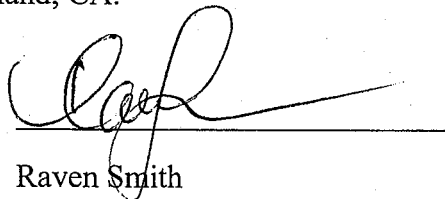
Maria & Luis Cervantes
1791 28th Avenue
Oakland, CA 94601

Tenant Representative

Xavier Johnson, Centro Legal de la Raza
3022 International Blvd Ste. 410
Oakland, CA 94601

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 **October 17, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000072

CHRONOLOGICAL CASE REPORT

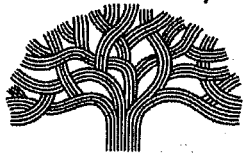
Case No.: T19-0214
Case Name: Coleman v. Lee
Property Address: 201 E. 12th St., #321, Oakland, CA
Parties: Robert Coleman (Tenant)
Shigh Lee (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	March 8, 2019
Owner Response filed	August 16, 2019
Administrative Decision issued	September 26, 2019
Tenant Appeal filed	October 15, 2019

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LM/LM T19.0214

 <p>CITY OF OAKLAND</p>	<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243 (510) 238-3721</p>	For date stamp:
		<p>2019 MAR -8 PM 3:37</p> <p>TENANT PETITION</p>

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 Robert Coleman	Rental Address (with zip code) 201 E. 12th St # 321	Telephone:
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) SHLOH Lee	Mailing Address (with zip code) 5 Littlewood Drive Piedmont CA 94611-3540	Telephone:
		Email:
Property Manager or Management Co. (if applicable) CLADENE H Memm	Mailing Address (with zip code) 201 E. 12th St # 321 OAKLAND 94606	Telephone:
		Email:

Number of units on the property: 80

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 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.
<input type="checkbox"/>	(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)
<input checked="" 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 checked="" 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 checked="" 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: 6/1976 Initial Rent: \$ 420.00 /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
		\$	\$	<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:

1900374

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

3-7-19

Date

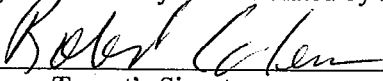
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

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

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

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



Tenant's Signature

3-7-19
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, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

File Review

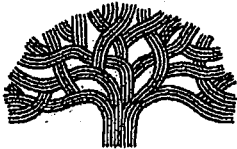
Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation 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): _____

Original

KMLL

 CITY OF OAKLAND	Housing and Community Development Department Rent Adjustment Program 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	RAM For date stamp: RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM 2019 AUG 16 PM 1:04 PROPERTY OWNER RESPONSE
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T19-0214

Your Name Shyh k. Lee Shuyin J. wei	Complete Address (with zip code) 5 Littlewood Dr. Piedmont, CA 94611	Telephone: _____ Email: N/A
Your Representative's Name (if any) Claudine Hleman	Complete Address (with zip code) 201 E 12th Street Oakland, CA 94606	Telephone: _____ Email: N/A
Tenant(s) Name(s) Robert Coleman	Complete Address (with zip code) 201 E 12th St # 321 Oakland, CA 94606	Telephone: _____ Email: _____
Property Address (If the property has more than one address, list all addresses) 201 E 12th Street, Oakland, CA 94606	Total number of units on property 81	

Have you paid for your Oakland Business License? Yes No Lic. Number: 00047290
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: 19-28-20-3
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: 06/27/97.

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>
Tenant didn't say	<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.

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	
10/3/2018	increase retracted	\$ 679.00	\$ 742.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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

8/14/19
Date

IMPORTANT INFORMATION:

250 Frank Ogawa
Plaza, suite 5313

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.

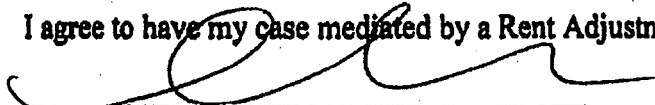
Mediation Program

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.



8/16/19

Property Owner's Signature

Date

PROOF OF SERVICE

Case Number T19-0214


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

Robert Coleman
201 E. 12th St., #321
Oakland, CA 94606

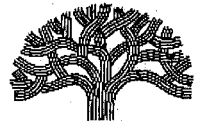
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 10, 2019.



Keith Mason
Oakland Rent Adjustment Program

000082



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

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-3691
CA Relay Service 711

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0214, Coleman v. Lee

PROPERTY ADDRESS: 201 E. 12th St., Apt. #321, Oakland, CA

Background and Evidence

On March 8, 2019, Robert Coleman filed a Tenant Petition contesting a rent increase and alleging decreased housing services, loss of housing services, code violations and serious problems with the condition of the rental unit. The tenant did not provide the amount of contested rent increase, did not list rental history or any description of the alleged problems relating to the subject unit.

On September 3, 2019, a deficiency letter was sent to the tenant, requesting that he provides this office with the missing information. The tenant was instructed that he must correct these deficiencies and provide the requested information within ten (10) days of the date of the letter. To date, the tenant has not responded.

REASON FOR ADMINISTRATIVE DECISION

An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow resolution of disputed material facts. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing and there are no material facts in dispute. Therefore, an Administrative Decision is being issued.

Dismissal - No Response to Deficiency Letter

Because the tenant failed to respond to the deficiency letter, the Rent Adjustment Program cannot proceed with the petition process. Therefore, the


tenant failed to meet the filing requirements set forth in the Rent Adjustment Ordinance.¹

ORDER

1. Tenant Petition T19-0214 is dismissed.
2. The hearing scheduled for October 15, 2019, is cancelled.

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

Dated: September 24, 2019



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

¹ O.M.C. §8.22.090(A)1-4

PROOF OF SERVICE

Case Number T19-0214

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

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

Documents Included

Administrative Decision

Manager

Claudene Hileman
201 East 12th Street Unit 321
Oakland, CA 94606

Owner

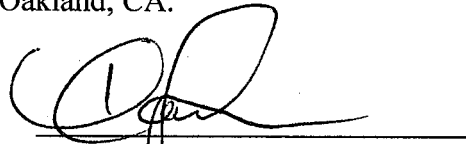
Shigh Lee
5 Littlewood Drive
Piedmont, CA 94611

Tenant

Robert Coleman
201 East 12th Street Unit 321
Oakland, CA 94606

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

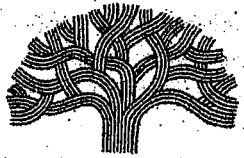
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 26, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000085



CITY OF OAKLAND

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

RECEIVED
For date stamp.
2019
RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL

Appellant's Name <i>Robert Coleman</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>201 E. 12th St. #321 Oakland, CA 94606</i>			
Appellant's Mailing Address (For receipt of notices) <i>201 E. 12th St #321 Oakland, CA</i>		Case Number <i>T190214 (TR-0210)</i>	Date of Decision appealed <i>10-15-19</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

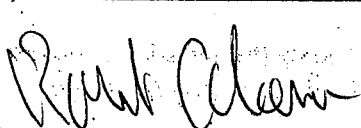
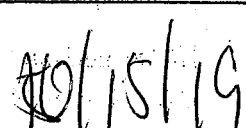
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on 10-15-19, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	S. K. Lee
Address	5 Littlewood Dr.
City, State Zip	Piedmont, CA 94611
Name	
Address	
City, State Zip	

	
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

Reasons For Appeal

- 1) I didn't get Administration Decision
- 2) Repairs that city site'd are not done.
- 3) I got deficiency letter
that spelled work down that
when I called Mr. Mason
took several days to catch him
he wasn't in office?
4) Had in office doctor visit who
left me unable to drive or be helped.
for July 10-15-18
- 5) Arrived at city called Mr. Mason
he wasn't available.
- 6) Elderly Abuse - ears toward
twice.
- 7) Mangement And Care Plan department
over

Broke into my unit to fight fire
destroyed my chair and smoke damage
which they never painted.

8) I haven't had management paint in the
four years I been here.

9) the management had private eyes follow
me and tried to have me evicted
for ~~the~~ sub leasing which court denied.

10) totally harassed

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

Lee	Plaintiff/Petitioner(s)
vs.	
Coleman	
(Abbreviated Title)	Defendant/Respondent(s)

No. RG18926211

Minutes

Department 511

Honorable Jeffrey Brand, Judge

Cause called for Hearing Re: Application Re: Entry of Judgment: 03/15/2019

Plaintiff Shiuh-Kai Lee represented by Samantha Sepehr.

Plaintiff Shun-Yin Jessie Wei represented by Samantha Sepehr.

Defendant Robert Coleman appearing by counsel Whitney Geitz.

Case continued to 09:15 AM on 03/26/2019 in Department 511, Civil Ex-Parte, Hayward Hall of Justice, 24405 Amador Street, Hayward.

Minutes of 03/15/2019

Entered on 03/15/2019

Chad Finke Executive Officer / Clerk of the Superior Court

By Scott Sanchez^{digital}

Deputy Clerk

Minutes

M12842669
000091

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

Lee	
vs.	Plaintiff/Petitioner(s)
Coleman	
(Abbreviated Title)	Defendant/Respondent(s)

No. RG18926211

Minutes

Department 511

Honorable Jenna Whitman, Judge

Cause called for Compliance Hearing on April 09, 2019.

Plaintiff Shih-Kai Lee not appearing.
Plaintiff Shun-Yin Jessie Wei not appearing.
Defendant Robert Coleman not appearing.

It is hereby ordered that:

Case dismissed by Court with Prejudice - for failure to appear.

Minutes of 04/09/2019
Entered on 04/09/2019

Chad Finke Executive Officer / Clerk of the Superior Court

By Scott Sanchez^{digital}

Deputy Clerk

Minutes

M12001123
000092

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

Lee	Plaintiff/Petitioner(s)
vs.	
Coleman	Defendant/Respondent(s) (Abbreviated Title)

No. RG18926211

Minutes

Department 511

Honorable Jeffrey Brand, Judge

Cause called for Hearing Re: Application Re: Entry of Judgment: 03/26/2019

Plaintiff Shih-Kai Lee represented by Samantha Sepehr.

Plaintiff Shun-Yin Jessie Wei represented by Samantha Sepehr.

Defendant Robert Coleman appearing by counsel Whitney Geitz.

IT IS ORDERED that the Plaintiff's Application Re: Entry of Judgment is denied.

Minutes of 03/26/2019

Entered on 03/26/2019

Chad Finke Executive Officer / Clerk of the Superior Court

By Scott Sanchez^{digital}

Deputy Clerk

Minutes

M12868016
000093

Greene, Fidler, Chaplan, LLP
Attn: Fidler, Gary D
2719 Wilshire Boulevard
Suite 200
Santa Monica, CA 90403

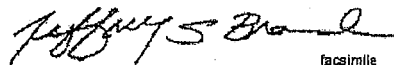
Robert Coleman
201 E. 12th Street, 321
Oakland, CA 94606

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

Lee Plaintiff/Petitioner(s) vs. Coleman	No. <u>RG18926211</u> Application Re: Entry of Judgment Denied Date: 03/06/2019 Time: 09:15 AM Dept: 511
Defendant/Respondent(s) (Abbreviated Title)	

IT IS ORDERED that the Plaintiff's Application Re: Entry of Judgment is denied.

Dated: 03/26/2019



facsimile

Judge Jeffrey Brand

000094

Greene, Fidler, Chaplan, LLP
Attn: Fidler, Gary D
2719 Wilshire Boulevard
Suite 200
Santa Monica, CA 90403

Robert Coleman
201 E. 12th Street, 321
Oakland, CA 94606


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

Lee Plaintiff/Petitioner(s) VS. Coleman	No. <u>RG18926211</u> Order of Dismissal Date: 04/09/2019 Time: 09:15 AM Dept: 511 Judge: Jenna Whitman
Defendant/Respondent(s) (Abbreviated Title)	

It is hereby ordered that:

Case dismissed by Court with Prejudice - for failure to appear.

Dated: 04/09/2019



Facsimile

Judge Jenna Whitman

000095

GREENE, FIDLER & CHAPLAN, LLP

2719 WILSHIRE BOULEVARD
SECOND FLOOR
SANTA MONICA CA 90403
TELEPHONE: (310) 315-1700
FACSIMILE: (310) 315-1701

June 15, 2019

VIA U.S. MAIL AND POSTING

Robert Coleman
AND ALL OTHERS IN POSSESSION
201 E 12th Street, #321
Oakland, CA 94606

Re: Lakeview Towers- Termination of License to Use Second Parking Space

Dear Mr. Coleman,

This firm represents ownership and management for Lakeview Towers Apartments. The above-referenced matter has been referred to us by our client for appropriate handling.

At this time, our client would like to terminate your license to utilize a second parking space on the Property (parking space #209) due to your lack of payments to use the space. As you are aware, you receive one parking space for free in connection with your Agreement to Rent or Lease ("Lease"); that space is #206. You will retain use of parking space #206, as it is a housing service you receive, pursuant to your Lease.

However, you have been notified by telephone and most recently, by written correspondence dated June 10, 2019, that there is a \$205.88 balance on your ledger. \$200.00 of this balance is from the failure to pay the parking fee for the last four months for parking space #209 to retain license to use the space. In the Parking Rules attachment to your Lease, paragraph one (1) states, "Each Apartment is allocated one parking space. Additional spaces may be rented if available." In this case, you have been allocated parking space #206 and make payments to use parking space #209.

As such, our client has elected to terminate your license to use parking space #209 within 30 days from the date of this letter. Please turn in all permits related to said space prior to that time. If you would like to halt termination of this license, you may remit payment to management in the sum of \$200.00 on or before midnight of July 31, 2019, to catch up on amounts past-due and retain use of the parking space.

000096

Be advised, after 30 days from the date of this letter and only if a \$200.00 payment has not been received by you by July 31, 2019, any vehicle in parking space #209 will be towed. Should you have any questions, please do not hesitate to contact the undersigned. This letter is not intended to be, and shall not be construed as, a complete statement of all facts pertaining to this matter, and is written with full reservation of all rights, claims, remedies and positions.

Very truly yours,
GREENE, FIDLER & CHAPLAN, LLP

By



Gary D. Fidler, Esq.

Robert Coleman live's in this building and he's my neighbor.

Robert Coleman vive en este edificio y el es mi vecino.

- | | |
|---------------------------|------------------------|
| X <u>Gerardo Cruz</u> | X <u>Vicenta Corra</u> |
| X <u>[Signature]</u> | X <u>Sahlu Aleman</u> |
| X <u>[Signature]</u> | X <u>[Signature]</u> |
| X <u>[Signature]</u> | X <u>[Signature]</u> |
| X <u>Jonathan Murillo</u> | X <u>[Signature]</u> |
| X <u>Monica Sanchez</u> | X <u>[Signature]</u> |
| X <u>CRISTINA EMERSON</u> | X _____ |
| X <u>Norma Muñoz</u> | X _____ |
| X <u>Lamberto Campana</u> | X _____ |
| X <u>Yolanda Sosa</u> | X _____ |



3/10/2019

MacArthur^{Inc.}
GASTROENTEROLOGY

Alameda County Judiciary System

To Whom It May Concern,

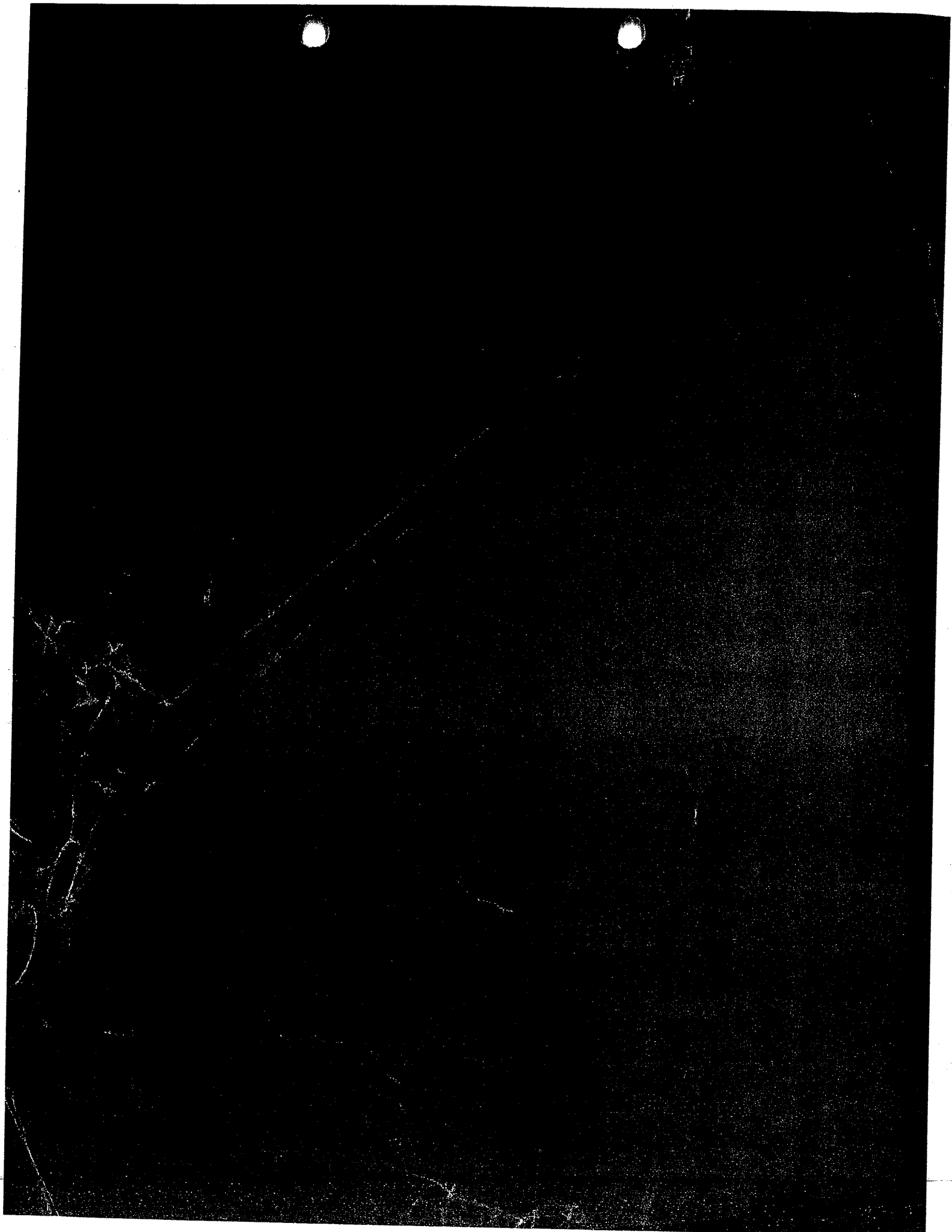
I certify that I, Dr. Ralph Peterson, can verify that Robert Coleman lives at 201 E 12th St. #321.

I have on occasion treated and visited Robert at this address. We also have met as co-founders of Legacy of Excellence Charter School regularly both weekly and biweekly over the last 15 years at this address as well as at other board members houses. Countless times we have shared holidays and sporting events at each others homes. Our fellowship has been regular over the last 35 to 40 years.

I hope this information will be of assistance to you. If not please feel free to contact my office.

Respectfully,

Dr. Peterson





CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

NOTICE OF VIOLATION

February 14, 2019

Certified and Regular mail

To: LEE SHIUH K & WEI SHUYIN J TRS
5 LITTLEWOOD DR
PIEDMONT CA 94611-3540

Code Enforcement Case No.: 1900374

Property: 201 E 12TH ST, Unit 321

Parcel Number: 019 -0028-020-03

Re-inspection Date/Correction Due Date: March 21, 2019

Code Enforcement Services inspected your property on **February 5, 2019** and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58**
- Foreclosed and Defaulted Properties - Per OMC 8.54**

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total **\$2,665.00**.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over **\$1,000.00**.
- Priority Lien fees in the amount of **\$1,349.00** may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

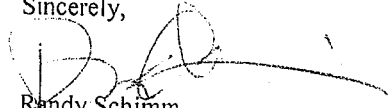
You have a right to appeal this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **March 21, 2019** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020.1.08.601.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,



Randy Schimm
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|--|---|---|
| <input type="checkbox"/> Blight brochure | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input checked="" type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
Kitchen sink base cabinet broken and mold on inside of cabinet.	Repair	15.08.050
Damage to drywall at kitchen near range.	Repair	15.08.050
Carpet stretched causing potential for tripping hazard.	Repair	15.08.050
Standing water at roof in large areas causing potential for water intrusion/leaks.	Repair	15.08.050 15.08.120 15.08.140
Laundry room doors locked.	Provide access to laundry rooms	15.08.050

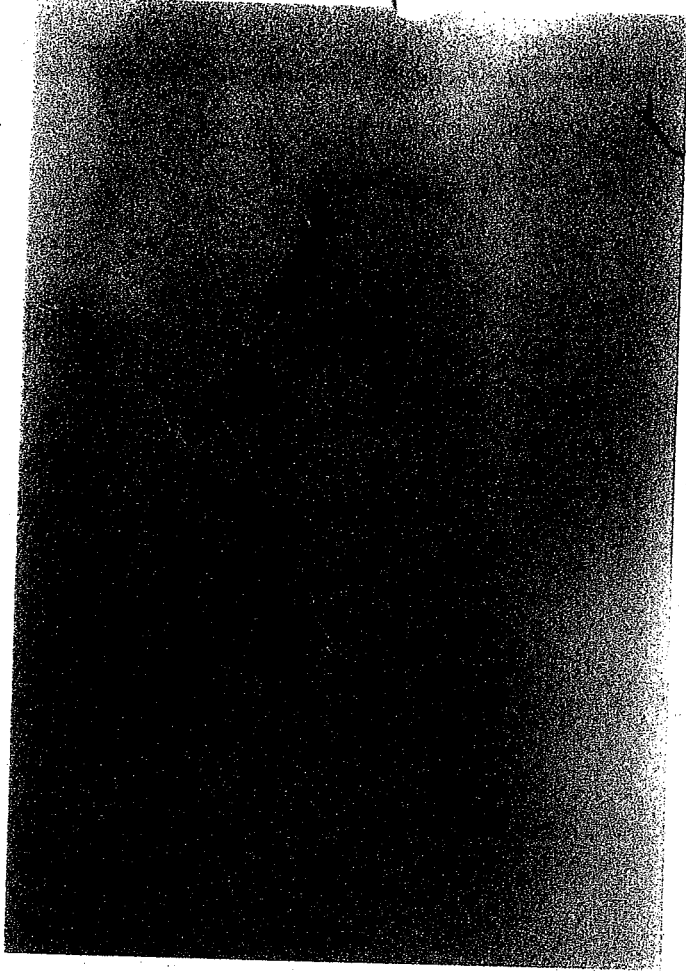
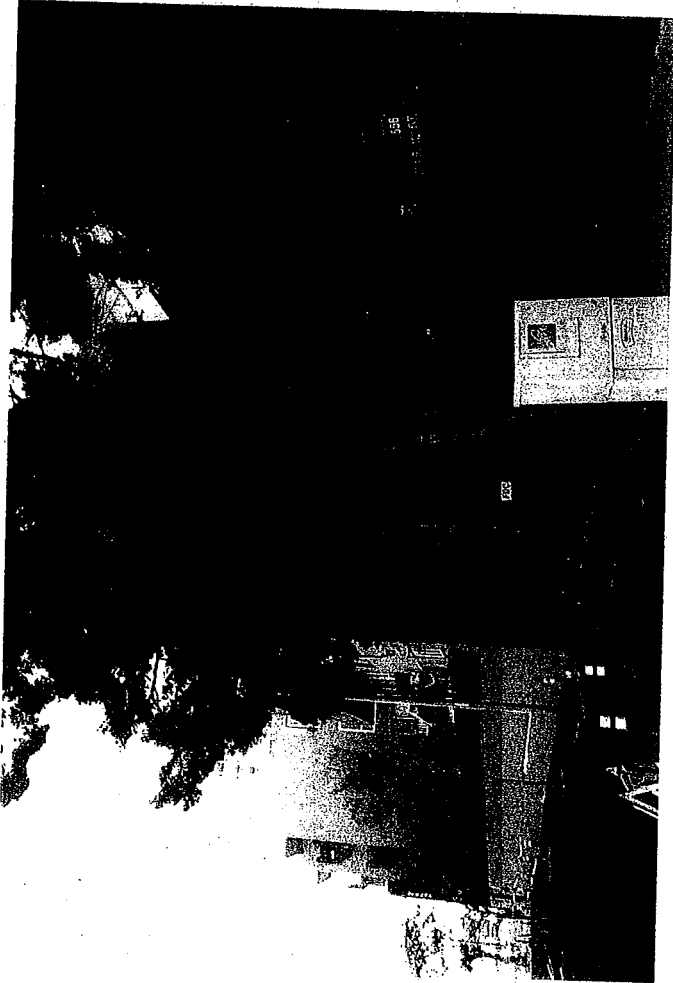
Zoning

Description of Violation	Required Action	OMC Section

Case # 1900374

201 E 12th St, # 321

2-5-2019



AGREEMENT TO RENT OR LEASE

This is intended to be a legally binding Agreement - READ IT CAREFULLY.

Parties - This Agreement is made and entered into this 4 day of AUGUST, 1999 by and between HORIZON MANAGEMENT GROUP. (lessor) hereinafter referred to as Management and Robert Coleman. (lessee) hereinafter referred to as Resident.

Management agrees to lease 201 EAST 12TH ST. OAKLAND apartment number 321 hereinafter referred to as Premises. Premises to be used for residential purposes only. The only permitted residents are:

Name/DOB: <u>Robert Coleman.</u>	Name/DOB: <u>6-18-51</u>
Name/DOB: _____	Name/DOB: _____
Name/DOB: _____	Name/DOB: _____

Only the above listed individuals AND NO OTHERS shall occupy the subject premises for more than 14 days unless the express written consent of Management is obtained in advance. Person(s) staying over 14 calendar days within a six month period without the written consent of Management shall be considered a breach of this agreement. Unless otherwise specified by Management in writing, person(s) visiting the above leased apartment/property more than 14 days must complete a Rental Application and submit same to Management for credit approval.

If the application is approved, the person may then sign the Rental Agreement and become a resident and remain in the apartment/property. Management is under no obligation to approve the application unless the person meets our standard rental criteria and their addition does not exceed the occupancy standards for the unit.

- 1) **TERM** - This Agreement shall commence on AUGUST 6, 1999 and continue:
- A) For a period of 1 MONTH month(s), thereafter on a month to month basis until legal written termination notice is given per this agreement.
 - or
 - B) For a period of _____ months ending _____ as a leasehold.

In either case, if Resident should move from the premises prior to the expiration of the above written time period, he shall be liable for all rent due until such time that the Premises is occupied by a new Resident approved by Management and/or expiration of said time period, whichever period is shorter.

- 2) **RENT** - \$ 593.00 per month payable in advance on or before the 1st day of each month to Management at _____ or at such places as may be designated by Management.

Prior to move in and execution of this agreement, resident shall pay:

- A) \$ _____ rent which is pro-rated amount for remainder of first month.
 - or
 - B) \$ 593.00 which is a full month's rent.
- With option B, resident will pay on the 1st of next month the prorated amount of \$ 0.

- 3) **UTILITIES** - Resident shall be responsible for all utilities and agrees to make payments for same, including any and all deposits required for said utilities, except: GARBAGE which shall be paid by Management. Failure to pay for utilities is a breach of contract.

Resident Initials RC

4) **AGREED LIQUIDATED DAMAGES** - Management incurs costs connected with "late" rents and "bad" checks. Since these costs are difficult to measure the amount shown below shall be designated as liquidated damages.

Late Rent Charge - If any portion of the rent is received after close of business on the third day of any month, resident agrees to pay a late charge. Management must RECEIVE the rent before the fourth day of each month in order not to incur the late charge. The late charge to be equal to the sum of \$ 15⁰⁰.

Returned Check Charge - If a check is returned from the bank, the resident agrees to pay a returned check charge of \$ 25⁰⁰ in addition to whatever other consequences there might be in making a late payment. No further personal checks will be accepted except by Manager's prior written permission. Cashier's checks, money orders, or other forms of certified funds only will be accepted.

Rent is due on the first of each month, and notwithstanding any other provision in this agreement, Management may terminate this agreement if Resident is chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions within a single twelve month period during the term of tenancy.

5) **ALLOCATION OF MONIES RECEIVED** - Regardless of any notations made on checks or any other directions from Resident, it is agreed that all monies received shall be allocated in the following order:

First, to outstanding late charges and returned check charges; second, to outstanding legal fees and/or court costs legally chargeable to Resident; third, to outstanding utility bills or to cover damage caused by Resident or guests; fourth, to other charges which are the obligation of Resident but which may not have been mentioned specifically above; and fifth, to rent. Balance will be applied to rent owing starting at the earliest rent.

RESIDENT SHALL BE IN DEFAULT UNDER THIS AGREEMENT IF THE RENT IS NOT PAID IN FULL BY THE THIRD DAY OF EACH CALENDAR MONTH, AFTER ALL MONIES ARE ALLOCATED AS ABOVE.

6) **SECURITY DEPOSIT** - The total of \$ 420⁰⁰ is to be paid as security deposit as security for performance of all terms and obligations of this contract. It is understood that upon termination all or part of the deposit can be retained to cover expenses incurred by Management in a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to premises and/or common areas above ordinary wear and tear and e) any other amount legally allowable under the terms of this agreement, per Civil Code 1950.5b. An itemized accounting and any remaining deposit will be mailed to resident within 21 days of surrender of the premises.

If the security deposit is used during tenancy to cover any damages or unpaid charges which resident, upon demand, has not paid, Resident will be required to replenish security deposit to the above named amount (or another amount if stated in an official 30 day notice to change terms of tenancy). Resident shall make payment within 10 days of the date of request to replenish security deposit account or by mutual agreement with Management. In the event payment is not made within the specified ten days, eviction proceedings may be instituted.

Resident must pay at the beginning of the last month the prorated rent for that month. The deposit is not to be used by the resident to cover any such rent. The rights of Management to possession of the premises for non-payment of rent or for any other reason shall not be affected by the fact that monies are being held on deposit.

7) **MULTIPLE OCCUPANCY** - Each party signing this agreement is jointly and severally liable and each party is fully responsible for total rent each month. If two or more sign and one moves out the remaining party/parties must pay full rent. No new party may move in without Management's written approval.

If there is more than one Resident: 1) any Resident may give notice to Management provided for by this agreement; 2) any notice to be given by Management to Resident pursuant to this agreement may be given to any such Resident; 3) no deposit need be refunded by Management if less than all Residents vacate the Premises. Any refund of the deposit may be made to the last remaining Resident or Residents left in possession; and 4) each Resident shall remain bound to all the terms and conditions of this agreement until this agreement is terminated. It is the responsibility of multiple residents to make arrangements between themselves as to deposits or other fees paid by them jointly to Management if less than all such Residents vacate the Premises without termination of this agreement. Management may make the refund of any amounts owing to Resident under this agreement by joint check to the remaining Residents.

8) **SUBLEASING - ASSIGNMENT - LIENS** - Resident shall not sublet the premises or assign this agreement without the prior written consent of management. Resident further agrees not to allow any lien or encumbrance to be placed upon the rented premises arising out of any transaction to which Resident is a party without Management's prior written consent.

Resident Initials V R

9) **POSSESSION** - If the Premises is not ready and the resident shall be unable to enter into and occupy at the commencement date, due to reasons beyond management's control, management shall not be liable for losses incurred by resident. Resident may terminate this agreement if possession is not delivered at the commencement date and shall be entitled to a full refund of all monies paid, except for any other agreements as may be stated elsewhere between Management and Resident.

10) **FACILITIES USE** - Resident recognizes that the property may have facilities, areas, and amenities which may be hazardous to an unsupervised person under the age of 14 and persons not complying with the rules and regulations of the property. Such facilities, areas, and amenities may include but are not limited to 1) Swimming pools without supervision of a lifeguard; 2) Fountains and/or ponds; 3) Open balconies or verandas; 4) Recreation room and office; 5) Sprinklers and other landscape maintenance devices; 6) Sidewalks and walkways; 7) Stairways and/or elevators; 8) Parking lots. Resident takes full responsibility for the supervision of other occupants under the age of 14 and all guests.

11) **ORDINANCES AND STATUTES** - Resident shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises.

12) **CONDITION OF PREMISES** - Resident has examined the premises and all equipment and furnishings thereon and hereby acknowledges them as being in good condition and repair. Tenant's taking of possession is conclusive evidence that the premises, fixtures, and appliances are in good order and repair, except as otherwise specified in writing, signed by both Resident and Management (Resident may, within 48 hours after taking possession, bring to the attention of Management defects in appliances and fixtures not readily discoverable through reasonable inspection). Resident acknowledges working smoke detection device(s) are in the Premises.

Resident agrees to immediately notify Management of any defects, dilapidation or dangerous conditions. Resident agrees to keep the premises in good order and condition and to pay Management within 10 days of the date of the bill for any repairs of the premises, its equipment or furnishings caused by Resident's negligence or misuse or the negligence or misuse of Resident's invitees licensees, and guests. Management agrees within a reasonable time to make repairs caused by defects in plumbing, wiring, heating and other equipment provided.

13) **MAINTENANCE AND DAMAGE TO PREMISES** - It is the Resident's responsibility to maintain the Premises and follow operating instructions for the equipment and appliances therein. It is the Resident's responsibility to inform Management of any damage or of items needing repair within 24 hours of discovering such item or immediately in the case of an item affecting health and safety or habitability of the premises.

Resident has an affirmative duty to maintain the premises. Resident responsibilities and obligations include, but are not limited (a) To keep the part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits; (b) To dispose from his dwelling unit all rubbish, garbage and other waste, in a clean and sanitary manner; (c) To properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits; (d) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing (California Civil Code Section 1941.2). Conditions that are the result of a Resident's act or failure to act per the Civil Code and the terms of this Rental Agreement shall void any claim of habitability as a defense for non payment of rent.

Additional property damage that is the result of Resident's failure to report items in need of repair, will result in Resident being charged for those additional repairs (i.e. - plumbing drip below sink which goes on for several weeks causing vanity cabinet to warp and decay. Repair of the leaking pipe, which is normal wear and tear, won't be charged to Resident - but repairing cabinet will).

Resident shall be liable for the cost of repairs of any damages to the premises (including damage caused by autos) caused by a resident or by any person on the premises with resident's consent. Within a reasonable time from the time Management is made aware of this damage, Management will perform necessary repairs or replacement and will present a bill to the Resident. Resident to make payment within 10 days of the date of the bill or by mutual agreement with Management. In the event payment is not made within the specified ten days, collection will be accomplished as outlined in Item 5 (Allocation of Monies Received).

Resident Initials x

14) **DRAINAGE SYSTEM** - As of the date of this Agreement, Management warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, rags, strings, hair, grease, oil, table scraps, sand, dirt, rocks, or rubbish of any kind. Resident agrees to pay for clearing the drains of any and all stoppages except those which were caused by defective plumbing, tree roots, or acts of God.

15) **ALTERATIONS** - Management to make repairs when needed to roof and exterior walls. Resident shall make no alterations or improvements of the premises or do any painting, redecorating, hanging of potted plants or lights, or installation of shelving to walls, or attach contact-type papers to any surfaces, without the prior written consent of Management. Should Resident damage or depreciate the premises or make alterations or improvements or do painting or redecorating without the prior written consent of Management, then all costs necessary to restore the premises to its prior condition shall be borne by Resident. If Resident wishes to change or alter any codes, keys or combinations to any locks, prior written notice must be received from Management, and resident shall immediately provide management with a new operable code, key or combination for the lock.

16) **INVENTORY** - Resident acknowledges receipt of the furnishings in their stated condition as listed in the inventory which is delivered concurrently with this Agreement or noted hereon. It is conclusively presumed that said inventory is correct unless within three (3) days of taking possession Resident submits to Management a written statement of any claimed discrepancy and said discrepancy is acknowledged in writing by Management.

Inventory Items:

Stove, Refrigerator, Window Coverings

17) **HOLD HARMLESS AND WAIVER** - Resident agrees to indemnify Management against and agrees to hold harmless and defend Management from any loss, damage, claim of damage or injury to any person or the property of any persons arising from the use of the premises or the general community by Resident or by any other person by license or invitation of Resident or from the failure of Resident in any respect to comply with any of the requirements or provisions of this lease, and from and against any expenses including costs of litigation and resisting of, or compromising any claim asserted with respect to any of the foregoing. Management shall not be liable to Resident due to any discontinuance of heat, hot water, electricity, elevator service or other utilities caused by accident, breakage, or strikes.

18) **INSURANCE** - Management does not insure against damage or theft of property of resident. Residents are encouraged to purchase Renters Insurance to cover personal property. Such a policy may also offer protection against liabilities arising from acts or carelessness of Resident, resident's family, guests, trades people or employees related to (A) damage to building or components. (B) Claims brought by residents guests, employees or agents. (C) Auto break-ins.

Resident understands and agrees that any insurance provided by management does not cover resident's property (possessions) or personal liability of residents or their guests. Resident(s) agrees to hold management harmless from any and all claims arising out of the resident's use of premises or any part hereof by guests or visitors. Residents desiring protection should contact their own insurance companies.

19) **LIQUID FURNISHINGS** - Liquid filled furniture is permitted only in accordance with California law which requires insurance protecting Owner in an amount not less than \$100,000.00, and an increase in your security deposit equal to one-half month's rent. Resident must install, maintain, and dismantle the furniture in accordance with industry standards. Management reserves the right to inspect the installation, maintenance, use and dismantling of such furniture. No Aquariums over 20 gallons are permitted without prior written consent of Management. Management reserves the right to require insurance coverage and/or a security deposit increase for aquariums over 20 gallons the same as for liquid filled furniture. All approvals must be in writing from Management.

20) **MANAGEMENT'S RIGHT TO ENTER** - California Civil Code #1954 allows management or owner's agent to enter unit in emergency without notice. By giving reasonable notice (24 hours) Management or Owner's agent may enter during normal business hours (9 AM to 7 PM weekdays and 11 AM to 5 PM on weekends and holidays) (A) to perform repairs, inspections, or maintenance; (B) to show the unit to prospective residents, lenders, buyers, or others; (C) when it is evident that unit has been abandoned.

21) **PETS** - No pets of any kind shall be allowed in or about the premises for any amount of time without obtaining the prior written consent and meeting the requirements of management unless otherwise stated in the house rules.

Resident Initials Y R

22) TELEPHONE - If and when Resident installs a telephone on the premises, they will furnish Management with the number within five calendar days.

23) HAZARDOUS MATERIALS - No highly combustible materials or other items which may cause a hazard or affect insurance rates shall be kept on or about the premises for any amount of time.

24) COMMUNITY POLICIES/QUIET CONDUCT - Resident shall comply with all community policies, which may be changed from time to time. Resident hereby acknowledges receipt of and understands a copy of the Community Policies now in effect, the same being expressly incorporated herein by this reference, and agrees to comply with the same and such amendments thereto as may be made from time to time. Resident agrees not to harass, annoy, vex, or endanger any other person within the property, or to create or maintain any nuisance or interfere with the right to quiet enjoyment of the premises of other or commit waste in or about the Premises or property. A violation of any Community Policy by Resident, family members, guests or invitees shall be deemed a breach of this agreement.

25) SATELLITE DISHES - Management will permit Resident to install a satellite dish for personal, private use on the premises under the following conditions: (1) The satellite dish must be one meter or less in diameter; (2) The satellite dish may only be installed on the inside balcony, patio, or terrace that is under the exclusive control of Resident. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing; (3) Resident is specifically prohibited from making physical modifications to the premises, including but not limited to, outside walls, roofs, window sills, common balconies, or stairways; (4) Resident shall not install said satellite dish in a manner which causes physical or structural damage to the premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls; (5) Resident shall install, maintain and remove said satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance or removal of said satellite dish; (6) Resident shall indemnify, defend and hold Owner and Management harmless for any damage or injury resulting from said negligence, including paying Owner's or Management's attorneys fees and costs; and (7) Resident shall obtain and at all times retain a liability insurance policy for said satellite dish with a minimum of \$100,000 coverage and cause Owner and/or Management to become an "additional insured" under said policy. Resident shall provide proof of said insurance to the satisfaction of Management before said satellite dish is installed.

26) TERMINATION - If the term provided in Item #1 be for other than month to month, Resident cannot terminate contract until expiration date and is responsible for rent for the full term of the lease. If item #1(A) is selected and Resident wishes to terminate tenancy at the end of the initial period, written notice must be received at least 30 days prior to intended termination date or contract will become a month to month tenancy.

In the case of month to month tenancy this agreement may be terminated by management or resident by the giving of the written notice to the other of his intention to terminate the tenancy at least thirty (30) days prior to the date of termination, pursuant to California Law. Resident must nevertheless pay rent for said thirty (30) days even if vacated earlier. The undersigned Resident(s) hereby acknowledges that the notice to vacate given in accordance with this paragraph shall be effective only when all parties who are signers on the lease have signed the 30 day notice. If anyone has not signed the notice, it shall be assumed that that party is remaining and that rent will continue to be due and payable and all obligations of this lease shall be continuing and binding.

As condition for such termination, and prior to the return of any deposit, Resident shall do the following: 1) Completely vacate the premises, including any storage or other areas of the general premises which Resident may be occupying or in which Resident may have goods stored. 2) Remove all vehicles, deliver all keys, return all property furnished to the Resident for use during the term of this Agreement to Management in good and clean condition, reasonable wear and tear excepted. 3) Provide for cleaning of the unit to as clean as it was at move in, and 4) Leave Management with Resident's forwarding address. Resident agrees to vacate the Premises before 5:00 p.m. on the last day of the term of this agreement. Resident shall be responsible for any damages that Management may sustain from Resident's failure to vacate premises as agreed.

27) HOLDOVER - Resident agrees to vacate on the last day to which he is entitled to possession. If resident remains on the premises following the date of his termination of tenancy, he is "holding over" and accepts liability for rental damages. Resident shall be liable for any actual expenses or damages incurred by Management resulting from such holdover. Management reserves the right to immediately commence eviction proceedings.

Resident Initials Y [Signature]

28) **ABANDONMENT** - Resident shall not vacate or abandon the premises prior to expiration or termination of this rental agreement. If Resident does abandon, management shall have the right of re-entry in accordance with California Civil Code Section 1951.3.

29) **ABANDONED PERSONAL PROPERTY** - Resident's personal property remaining in the premises after Resident has vacated shall be disposed of in accordance with California Civil Code 1988.

30) **DEFAULT** - In the event Resident shall fail to pay any part of the rent on the date required to be paid or shall breach any other covenant, condition, or provision in this agreement, in addition to all other rights or remedies provided for by law, Management shall have the right to keep this Agreement in full force and effect and recover the rent as it becomes due, or terminate this lease and relet premises. In the event Management elects to relet the premises, this Agreement shall terminate automatically upon the new Resident taking possession of the premises but Resident shall be responsible for all damages and for rent due to Management up to that time. In the event of the termination of this Agreement, Management shall be entitled to recover from Resident all amounts permitted by law.

31) **LEGAL FEES** - In the event of any legal action by the parties arising out of this Agreement, each party in the action shall be solely responsible for his or her own attorney's fees and costs.

32) **NOTICES** - Any notice to be given to Resident pursuant to this Agreement or any provision of law may be given in writing personally (and if there be more than one Resident, then to any one on behalf of all), or may be served to Resident in any manner prescribed by law. If such law requires mailing, it shall be addressed to Resident at the Premises, whether or not the Resident has departed from, abandoned, or vacated the Premises. Any notice to be given to Management may be given in writing to Horizon Management Group, 75 Vernon Street, Oakland, CA 94610. Either party may designate another address by notice in accordance with this paragraph.

33) **REGISTERED SEX OFFENDERS NOTICE** - The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

34) **GENERAL** - Time is of the essence of this Agreement. All rights, remedies, elections and powers granted Management by this Agreement or by law are cumulative, and no one remedy is exclusive of any other(s). Management's waiver of any term(s) or conditions hereof shall not constitute a continuing waiver thereof. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. The use of any masculine term shall include the feminine also, and any terms in the singular shall include the plural where the context requires.

The terms and conditions of this agreement are subject to future change by Management after the expiration of the agreed initial lease period upon 30 days written notice setting forth such change and delivered to Resident. Any changes are subject to laws in existence at the time of the Notice of Change of Terms. As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

35) **ADDITIONS AND/OR CHANGES:** _____

Resident Initials *AD*

36) **ADDENDA:** By Initialing as provided, Resident acknowledges receipt of the following optional addenda, as indicated, copies of which are attached hereto, marked by indicated page number(s) and are incorporated as part of this Agreement.

- | | | | |
|----------------------------------|-------------------|-------------------------|---------------|
| A) Community Policies | Initial <u>RP</u> | I) Pool Rules | Initial _____ |
| B) Inspection Report | Initial _____ | J) Liquid Furniture | Initial _____ |
| C) Lead Based Paint Disclosure | Initial <u>RP</u> | K) Self Storage | Initial _____ |
| D) Asbestos Disclosure | Initial <u>RP</u> | L) Cosigner/Guarantee | Initial _____ |
| E) Smoke Detector/Security | Initial <u>X</u> | M) Emergency Procedures | Initial _____ |
| F) Insurance Facts for Residents | Initial <u>RP</u> | N) Other _____ | Initial _____ |
| G) Parking Policies | Initial <u>RP</u> | O) Other _____ | Initial _____ |
| H) Pet Agreement | Initial _____ | P) Other _____ | Initial _____ |

We the undersigned have read, understand, and we will abide by conditions as outlined herein. We further agree to abide by Management policies (Rules and Regulations) as attached, to abide by any future additions or alteration thereto, and to any addendums to this agreement. We acknowledge receipt of a copy of this agreement and a copy of Rules and Regulations. Such Rules and Regulations and any other received addenda are attached hereto and by reference incorporated herewith and made a part of this agreement.

[Signature]
 Resident _____ Date _____

[Signature] August 1, 1999
 Management _____ Date _____

Resident _____ Date _____

DEPOSIT RECEIPT
 (optional)

Management has received from above named Resident the sum of \$ _____
 (_____ DOLLARS) evidenced by _____
 which shall be applied as follows:

	TOTAL	RECEIVED	BAL. DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	_____	_____	_____
Security Deposit (Not applicable toward last month's rent)	_____	_____	_____
Other Deposit _____	_____	_____	_____
Other Deposit _____	_____	_____	_____
Other _____	_____	_____	_____
TOTAL	_____	_____	_____

Management _____ Date _____ (Printed Name)

Resident Initial RP

COMMUNITY POLICIES

"Rules and Regulations"

Name of Complex LAKEVIEW TOWERS APTS.
Address 201 EAST 12TH ST, OAKLAND Unit 327

Being a resident at a building or community managed by Horizon Management Group includes a responsibility toward fellow residents. Every effort is made to make your stay here enjoyable and comfortable. Your support and cooperation as a resident is necessary. The observance of certain minimal requirements will help maintain the high standards that you desire.

This agreement is a legal and binding addendum and part of the Rental Agreement between Management and Resident. New rules and regulations or amendments to these rules may be adopted by Management upon giving 30 days notice in writing. These rules and any changes or amendment have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of resident rights. They will be equally enforced.

A. Maximum Persons Per Unit.

Studio _____ One Bedroom 1 Two Bedroom _____ Three Bedroom _____

B. Guests - In addition to the limits described in the Rental Agreement, a guest may stay a maximum of 5 days in any 30 day period. It is the resident's obligation to submit a request for extended stayover beyond 5 days. Any stayover beyond 5 days is subject to the Manager's written approval. Resident is fully responsible for the behavior of guests.

C. Adult Residency - Management Approval - When a non adult resident reaches age 18, he/she must request that his/her name should be added to the rental agreement as an adult resident. Management reserves the right to deny entry to any new applicant who does not meet qualification criteria. Be aware. If it comes to the attention of Management that an unauthorized person is living in the unit, all individual(s) in the unit will be subject to eviction.

D. Adult Supervision - Assumption of Liability - It is acknowledged that windows, balconies and walkways of elevated floors as well as roofs, pools, etc. create a real danger to all residents and in particular to unsupervised non adults. Adult resident signing this agreement takes full responsibility, including financial responsibility, and assumes the risk for safety and behavior of all non adult residents as well as any guests. Adult resident signing this agreement fully acknowledges his/her responsibility to provide supervision for non adults whether residents or guests. For the safety of all residents, playing, use of skateboards, roller blades, bikes or tricycles will not be permitted in hallways, balconies or stairways, walkways or driveways. No trampling of shrubery or of landscaped areas.

Resident's
Initials and Date RP _____

Manager's
Initials and Date EM

000112

E. Adult Supervision of Guests - Unless an adult resident, who has signed this agreement and available to supervise, no non adult guest may be invited onto the complex. Any exception be by Managers prior written approval.

F. Noise - Noise or misconduct, not acceptable to other residents, is not permitted. This includes musical instruments, television, radio, stereo, etc. Voices within your unit or in common areas be kept to a level so as not to be disturbing or offensive to other residents.

G. Misconduct/Loitering - In the interest of security, Manager reserves the right to ask any strangers observed on the property to account for his/her reason to be present. Resident is responsible for misconduct of any guests, or of any family members, such as defacing walls, graffiti, etc. Resident is responsible for cost of corrections.

H. Cleanliness and Waste - The unit and common areas, including parking space, must be kept clean, sanitary, and free of odors. Motor oil, paint products or other hazardous wastes must be disposed of in the legally prescribed manner and may not be placed in garbage receptacles or poured into surface water drains. Gasoline or other combustibles must never be stored in an apartment or in storage areas.

I. Recycling - Items that can be recycled must be placed in the special containers, if provided, for that purpose.

J. Unsightly Items - Patios must be clean and contents limited to plants, barbecue and patio furniture. No laundry, towels, etc. to be hanging in the patio area or to be visible from the outside of unit. Other than approved window coverings, nothing shall be attached to or displayed from windows without written permission from Management.

K. Barbecue - Extreme care must be exercised especially when using lighter fluid. The barbecue must be used only in designated barbecue area if provided by Management.

L. Resident Away From Unit - Doors must be locked and all appliances turned off. If a long term absence is planned (3 days or longer) arrangements should be made for collection of papers, mail, etc., and management should be notified. Resident must provide Management with the name of any person or entity permitted by resident to enter the unit in resident's absence.

Security is the responsibility of each Resident and each guest. Management assumes no responsibility or liability, unless otherwise provided by law, for resident's and guests' safety and security or for injury or damage by the criminal acts of other persons.

M. Smoke Alarm - Unit is provided with an approved operating smoke alarm. This alarm was tested and in working condition at time of resident's initial occupancy. Resident must test the unit periodically and must notify management in writing in the event of malfunction. Battery must never be disconnected. In the event the alarm sounds as a result of steam from cooking, etc., ventilate properly and wave a towel near the smoke alarm to dispense the steam.

Resident must inform Management immediately in writing of any defect, malfunction or failure of any detector(s). If local law requires Management to test the smoke detector, Resident shall allow access to the premises for that purpose. If you have any questions about the operation, testing, or maintenance of the smoke detector(s) in your apartment, please contact the building manager.

N. Alterations/Redecorating - No redecorating of alterations and no changing of locks may be performed without written consent of Management.

O. Misuse of/Abuse of Facilities - Tenant is responsible for the repair and total cost of correction in the event grease, toys, sanitary napkins or other inappropriate items are placed in plumbing. The costs of correction resulting from fires, water damage, etc. caused by carelessness or negligence, is the responsibility of the resident. Renter's Insurance should be considered. Damage caused by resident's children or guests are the responsibility of the resident and resident will be charged for the cost of repair and correction.

P. Narcotics Control - You Can Help! - This is your home. We will always do our part to maintain the complex as a respectable place for you to live. **WE WILL NOT ALLOW NARCOTICS ACTIVITIES.** Be alert. If you notice, what you perceive to be drug activity on the premises, let management know or call the police.

Q. Parking - Automobiles - Auto license number must be supplied to Manager. Avoid being towed away! Park only in space(s) assigned to you. Caution your guest or other household members not to park in another resident's space or in an area not designated for parking. **Cars parked in unauthorized areas will be towed.** No loud sounding motorcycles or abnormally loud sounding autos without written permission of Management. No non-operating vehicles permitted. **Abandoned or inoperable vehicles will be towed away.** No oil leaking vehicles permitted. No recreation vehicles including boats, commercial trucks or vehicles larger than standard pick-ups without manager's prior written permission. No car washing or auto repairing. Cleanliness of assigned space is resident's responsibility. Resident may be charged for cleanup of oil leaks, debris, or other vehicle discharges if deemed necessary by Management.

R. Vacating the Unit - Prior to vacating, resident must arrange a "walk through" with Management. This can be accomplished only when the unit is completely vacated, in daylight, and when Managers are on duty. Prior to move-in, a "walk through" should also be arranged.

S. Management Prior Permission - Licensing - Your rental unit must be used only for residential occupancy. No business enterprise is to be operated without Management's prior written approval and licensing from appropriate government agencies, adequate insurance, etc.

T. Pool, Jacuzzi, Recreation Rooms, Saunas - **Hours: 10:00 AM to 9:00 PM.** Pools and other recreation facilities are primarily for convenience and enjoyment of our residents. Not more than 2 guests are permitted. No food or alcoholic beverages in pool area. No glass! Please be considerate. Remind guests of our rules.

"CONSIDER THE FEELINGS OF OTHER RESIDENTS"

Pool Regulations: No frisbee playing, ball playing or floaters in the pool other than floating aids for children learning to swim. No diving or jumping into pool unless property is equipped with a diving board. No excessive water splashing. No running in pool area. Life saving equipment is **strictly reserved** for that purpose (saving lives). Parents with toddlers who are in diapers and who are not bathroom trained should consider the sanitary aspects and the feelings of other residents before placing such children in pool or jacuzzi.

Safety Regulations: Persons age 14 years or younger may not use pool unless accompanied by an adult. Guests may use pool only when accompanied by an adult resident who has signed the agreement. Resident assumes all responsibility for guests and children. A maximum of two per apartment are welcome and must be accompanied by a resident.

Misconduct: If a resident, whether adult or non adult, is guilty of misconduct, abuse of these pool rules, or any other posted rules in pool area, management reserves the right, depending on seriousness of misconduct to:

- A) Deny further use to the guilty party for one month
- B) Issue a notice to vacate all occupants of the unit where the guilty party resides or is visiting.

Identification: Management may ask for identification of anybody not recognized as a resident. This helps to keep control on uninvited guests who simply walk in off the street.

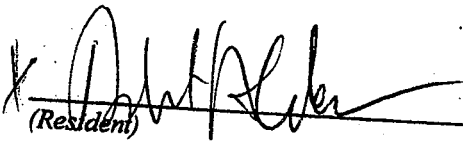
Other Pool Rules: Residents and guests to observe any other rules as posted in the pool area or other recreation area. It is acknowledged that it may occasionally be necessary to shut down the pool for maintenance or other reasons. Management may alter pool hours or rules at its discretion by posting notice.

U. Maintenance - Contact the management office for repairs or maintenance. Emergency calls will be handled promptly. Residents will be charged for repairs or maintenance for damages caused by Resident's neglect or abuse of the property.

V. Laundry Room - The laundry room hours are from _____ a.m. to _____ p.m. Report any malfunction of the equipment to the Management. The laundry room equipment is to be used only for washing and drying the usual personal and household items. Do not use flammable cleaning solutions nor dye clothing in the washing machines. Children are not allowed in the laundry area unless accompanied by an adult. Dryers should be cleaned of lint after each load resident does. A trash can in the laundry room is to be used for lint, soap boxes, and refuse from laundry room only.

W. Storage - Bicycles, toys, and other personal effects are to be stored in the areas provided and are not to be left in the common areas of the premises or on balconies or patios. No gasoline, paint, or other flammable materials will be stored on the premises. Management is not responsible for any loss or damage of any kind to Resident's belongings left in the storage rooms, patios, or common areas. Use of the storage rooms or patios is voluntary and at the Resident's risk.

The undersigned understands the above Regulations, has read all 4 pages, and acknowledges that failure to abide by such regulations can result in eviction and fines.



(Resident) (Date)

8-6-99

(Resident) (Date)

(Resident) (Date)

(Owner/Manager/Agent) (Date)

PARKING RULES

The parking lot is controlled by Management. Use of the parking lot is a privilege, not a right.

1. Each Apartment is allocated one parking space. Additional spaces may be rented if available.
2. The vehicle to be parked within the parking space must be registered with the manager, maintain current registration tags, and have a parking permit tag hanging from the rear view mirror.
3. It is the responsibility of the resident to maintain a permit on their vehicle in clear view to avoid being towed.
4. All vehicles found to be parked on complex grounds without a parking permit or parked in a space not assigned to that vehicle will be removed at vehicle owner's expense.
5. Backing into the parking spaces will not be allowed.
6. **Absolutely no parking in fire lanes or marked red zones at any time. Speed limit: 5 miles per hour.**
7. It is the resident's responsibility to notify the manager if there is to be a change in the vehicle(s) being parked in the allowable space.
8. All vehicles parked on the complex grounds must remain in current operating condition. Non-operable vehicles, or ones leaking oil or transmission fluid **MUST** be parked off premises. These vehicles will be removed at owner's expense. Residents are required to clean up all spills resulting from these leaks. If management has to do it, there will be a \$75.00 charge to the resident.
9. Residents may not repair automobiles, motorcycles, or other motor vehicles or any other heavy machinery in their assigned space or anywhere in the parking areas, driveways or any other portions of the property. Residents may not change oil, perform minor tune-ups or wash autos in the parking areas.
10. Parking spaces are to be kept free of litter and oil stains by the assigned resident.
11. Resident is responsible for making sure that any guests, tradespeople, or others you invite to your apartment are not to park in unauthorized spaces or their vehicles, too, can be towed and stored at your or their own expense.
12. Residents are responsible for making sure that any guests or invitees receive and display an appropriate temporary parking permit from the management office or their vehicles may be towed at their own expense.

Resident's Name(s): Robert Coleman Apartment #: 206

Parking Space #: _____ Auto Make & Year: _____

License #: _____ Parking Permit #: _____ Phone for Emergencies: _____

[Signature] 8-6-99
Resident Date

Resident Date

SMOKE DETECTOR AGREEMENT

Management has equipped the premises with operable smoke detection device(s). Resident acknowledges the smoke detector(s) was (were) tested and its operation explained by Management agent in the presence of Resident. Resident acknowledges the smoke detectors are operating properly.

Resident will inform Management immediately in writing of any defect, malfunction, or failure of any detector. Resident may not remove or disable the unit under any circumstances.

Initial ONLY if BATTERY OPERATED ✓ _____

By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident's responsibility to:

- a) Ensure that the battery is in operating condition at all times.
- b) Replace the battery as needed (unless otherwise provided by law); and
- c) If, after replacing the battery, the smoke detector(s) do not work, inform Manager immediately.

(Resident) [Signature] 8-6-99
(Resident) (Date)

(Resident) (Date)

(Resident) (Date)

(Resident) (Date)

RESIDENT ACKNOWLEDGMENT OF SECURITY POLICY

1. **No Warranty or Guarantee.** Resident acknowledges that neither Owner nor Management can warrant or guarantee the safety or security of Residents nor their guests or invitees, against the criminal or wrongful acts of third parties. Each Resident, guest, or invitee is responsible for protecting his or her own person and property.
2. **No Representations.** Resident acknowledges that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
3. **No Reliance on Security Devices or Measures.** Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that he/she should not rely on such devices or measures and will protect themselves and their property as if these devices or measures did not exist.

(Resident) [Signature] 8-6-99
(Resident) (Date)

(Resident) (Date)

(Resident) (Date)

(Resident) (Date)

INSURANCE FACTS FOR RESIDENTS

This is not an effort by Management to change responsibilities. That is for the state legislature and the courts. The purpose of this Addendum is to inform you concerning insurance coverage so that you may decide whether you wish to pay the additional cost to protect yourself and your property.

Generally, except under special circumstances, the Owner is NOT legally responsible for loss to the resident's personal property, possessions, or personal liability, and the Owner's insurance will not cover such losses or damages.

If damages or injury to Owner's property is caused by Resident, Resident's guest(s), or family members, the Owner's insurance company may have the right to attempt (under the 'subrogation clause') to recover from Resident(s) payments made under Owner's policy.

The following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:

- a) Your babysitter injures herself in your unit.
- b) Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and/or the personal property of others.
- c) A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
- d) Your locked car is broken into and your personal property, or that of a friend, is stolen.
- e) A burglar breaks your front door lock and steals your valuables or personal property.

If you desire to protect yourself and your personal property against loss, damage, or liability, Management strongly recommends you consult with your insurance agent and obtain appropriate coverage. This information is not an effort by the Owner/agent to change responsibilities, it is to recommend that you protect yourself, if you wish, from perils and to prevent misunderstandings about the Owner's insurance coverage as it affects you and your property.

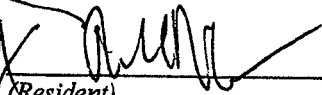
Please initial one selection

_____ I understand that Management is not responsible for the loss or damage of my personal property or for liability that arises out of my actions and does not provide insurance for me. I have been offered the option on-site to apply for Renter's Insurance for my protection and have declined.

_____ I understand that Management is not responsible for the loss or damage of my personal property or for liability that arises out of my actions and does not provide insurance for me. I have not been offered the option to purchase Renter's Insurance on-site, but have been made aware of its availability from local insurance agents.

I plan to obtain Renter's insurance from _____

_____ I do not want Renter's Insurance. I take full financial responsibility for this decision.



(Resident) (Date)

(Resident) (Date)

(Resident) (Date)

(Owner/Manager/Agent) (Date)

CHRONOLOGICAL CASE REPORT

Case No.: L18-0173

Case Name: Merritt on 3rd KW Lake Merritt LLC v. Tenants

Property Address: 1130 3rd Avenue, Oakland, CA

Parties:

Daniel Mendez	(Owner Representative)
David Taylor	(Owner Representative)
Allison Hodina	(Agent for Owner)
Lauren Howard	(Agent for Owner)
Jeffrey Wilson	(Window Representative)
Sid Rosenberg	(Attorney for Owner)
Mary Clair McGrane	(Tenant)
Karolina Zachoszcz	(Tenant)
Sergey Aityan	(Tenant)
Chun Yu	(Tenant)
James Vann	(Tenant Representative All tenants except McGrane)
Meron Wendweson	(Tenant)
Honey Smith	(Tenant)
Samuel Mitchell, Jr.	(Tenant)
Yonas Hagos	(Tenant)
Joie Seldon	(Tenant)
Perry Hollimon	(Tenant)
Yesenra Castro Mitchell	(Tenant)

TENANT & TENANT REPRESENTATIVE APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	September 27, 2018
Tenant Responses filed	January 12 – July 2, 2019
Hearing Decision issued	November 1, 2019

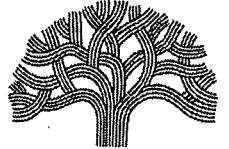
Tenant Appeal filed (Chun Yu) & November 15, 2019
Tenant Representative James Vann Appeal filed

Tenant Representative filed Addendum November 22, 2019
To Tenants' Appeal in Response to Assertions
Of Hearing Officer on "Gold-Plating"

Tenant Appeal filed (Robert Lieberman) November 25, 2019

L18-0173 KM/BC

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2018 SEP 27 PM 1:52
	<u>PROPERTY OWNER</u> <u>PETITION FOR</u> <u>APPROVAL OF RENT</u> <u>INCREASE</u>	

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

Your Name Merritt on 3rd KW Lake Merritt LLC	Complete Address (with zip code) 1130 3rd Avenue Oakland, CA 94606	Daytime Telephone: 510-893-3764 E-mail: merritton3rd.cd@fpimgt.com
Your Representative's Name (if any) FPI Management Daniel Mendez	Complete Address (with zip code) 800 Iron Point Rd. Folsom, CA 95630	Daytime Telephone: 916-850-4251 E-mail: daniel.mendez@fpimgt.com
Property Address (If the property has more than one address, list all addresses) N.A.		

Total number of units on property: 178

Date on which you acquired the building: 10/30/2012

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

Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
On what date was the RAP Notice first given?	Residents receive at move in and again with any rent increase notice.	
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Oakland Business License number.	00154535	

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

REASON(S) FOR PETITION.

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Banking (Reg. App. 10.5) | <input type="checkbox"/> Increased Housing Service Costs (Reg. App. 10.1) |
| <input checked="" type="checkbox"/> Capital Improvements (Reg. App. 10.2) | <input type="checkbox"/> Uninsured Repair Costs (Reg. App. 10.3) |
| <input type="checkbox"/> Fair return (Reg. App. 10.6) | |

Have you ever filed a petition for this property?

- Yes
- No

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

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

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

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

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

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

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

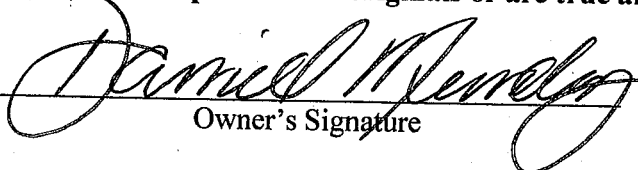
- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February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

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
SUBTOTAL:			

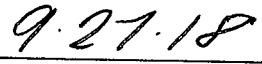
Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
Window Replacement /1bed apartment/ 2 windows total	\$411,393.48	02/13/2018	08/10/2018	See list
Window Replacement /2bed Apartment/ 3 windows total	\$2,468,360.90	02/13/2018	08/10/2018	See list
SUBTOTAL:				

Verification (Each petitioner must sign this section):

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



Owner's Signature



Date

Owner's Signature

Date



CITY OF OAKLAND
 250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612
 Planning and Building Department
 www.oaklandnet.com

PH: 510-238-3891
 FAX: 510-238-2263
 TDD: 510-238-3254

Permit No: 81605073 Non-residential Building - Alteration
 Job Site: 1130 3RD AVE
 Parcel No: 019 002901502
 District:
 Permit Issued: 12/16/2016
 Schedule Inspection by calling: 510-238-3444

Project Description: In-kind replacement of 493 windows at apartments on floors 2 -18. All window retrofit with no change to size, trim, or stucco.
 Related Permits: DRX161882

Name	Applicant	Address	Phone	License #
Owner: KW LAKE MERRITT LLC		9701 WILSHIRE BLVD BEVERLY HILLS, CA		
Contractor: Douglas Whisitt	X	2653 WILLOW STREET OAKLAND, CA	(510) 923-9009	
Contractor: PRINMCLE INSTALLATIONS INC		2653 WILLOW STREET OAKLAND, CA	(510) 923-9009	646084

PERMIT DETAILS: Non-Residential/Building/Alteration

General Information
 Green Code Checklist: _____

Proposed Building Information

Building Use:	Apartment > 5 Units	Number of Stories:	18	Report -Soil/Geotech:	2
Occupancy Group:	R-2 Residential > 2 Units	Number of Units:	179	Energy Calculations (T24):	
Construction Type:	IA - Noncombustible construction; 3 Hour Fire Rating	No. of Additional Bedrooms:	0	Fire Sprinklers:	
		Total Floor Area (sq ft):		Additional Floor Area (sq ft):	

Work Information
 Job Value: \$2,500,000.00

TOTAL FEES TO BE PAID AT FILING: \$0.00

Plans Checked By: _____ Date: _____
 Permit Issued By: WZ Date: 12/16/16
 Special Inspections: _____
 Social Inspection: _____
 Construction And Demolition Tracking: _____
 Comments: Electronic CDOR due prior to final inspection. DO NOT FINAL.

FIELD COPY

Unit 1508

Response from
Mary McGane
filed online

City of Oakland Rent Adjustment Program
Tenant Response

Case **L18-0173**
Property Address **1130 3rd Avenue**

11/2/2019

Party	Name	Address	Mailing Address
Tenant	Ivan Roena	1130 3rd Avenue #1101 Oakland, CA 94607	
Tenant	Stephani Morgan	1130 3rd Avenue #1010 Oakland, CA 94607	
Tenant	Aster Tesfai	1130 3rd Avenue #1003 Oakland, CA 94607	
Tenant	Karolina Zachoszcz	1130 3rd Avenue #1001 Oakland, CA 94607	
Tenant	Kherra Williams	1130 3rd Avenue #910 Oakland, CA 94607	
Tenant	Vladimir Petkovic	1130 3rd Avenue #909 Oakland, CA 94607	
Tenant	Sarah Murphy	1130 3rd Avenue #905 Oakland, CA 94607	
Tenant	Sid Sahni	1130 3rd Avenue #904 Oakland, CA 94607	
Tenant	Qi Sun	1130 3rd Avenue #903 Oakland, CA 94607	
Tenant	Allegra Mitchell	1130 3rd Avenue #901 Oakland, CA 94607	
Tenant	Vikram Dimba	1130 3rd Avenue #810 Oakland, CA 94607	
Tenant	David Canham	1130 3rd Avenue #806 Oakland, CA 94607	
Tenant	Hong Liang	1130 3rd Avenue #805 Oakland, CA 94607	
Tenant	Marcellus McGrew	1130 3rd Avenue #804 Oakland, CA 94607	
Tenant	Jonnie Petersen	1130 3rd Avenue #802 Oakland, CA 94607	

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City of Oakland

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City of Oakland Rent Adjustment Program

Tenant Response

Case **L18-0173**
 Property Address **1130 3rd Avenue**

Tenant	Sheila Ng	1130 3rd Avenue #801 Oakland, CA 94607
Tenant	Diane Galicia	1130 3rd Avenue #710 Oakland, CA 94607
Tenant	Valerie McCoy	1130 3rd Avenue #708 Oakland, CA 94607
Tenant	Wenhwa Ju	1130 3rd Avenue #707 Oakland, CA 94607
Tenant	Isabela Robinson	1130 3rd Avenue #705 Oakland, CA 94607
Tenant	Timothy Scarfe	1130 3rd Avenue #704 Oakland, CA 94607
Tenant	Katherine Leong	1130 3rd Avenue #703 Oakland, CA 94607
Tenant	Bernex Richardson	1130 3rd Avenue #701 Oakland, CA 94607
Tenant	Steven Mah	1130 3rd Avenue #608 Oakland, CA 94607
Tenant	Kar Yan	1130 3rd Avenue #603 Oakland, CA 94607
Tenant	Aimnee Escobar	1130 3rd Avenue #602 Oakland, CA 94607
Tenant	Chad Knutson	1130 3rd Avenue #510 Oakland, CA 94607
Tenant	Bayarra Batsukh	1130 3rd Avenue #509 Oakland, CA 94607
Tenant	Corinne Alhadeff	1130 3rd Avenue #505 Oakland, CA 94607
Tenant	Fatima Fields	1130 3rd Avenue #410 Oakland, CA 94607
Tenant	Sener Akyol	1130 3rd Avenue #408 Oakland, CA 94607

City of Oakland

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City of Oakland Rent Adjustment Program

Tenant Response

Case **L18-0173**
 Property Address **1130 3rd Avenue**

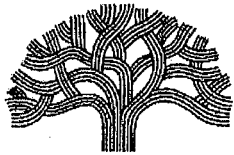
Tenant	Barb Davis Hinton	1130 3rd Avenue #406 Oakland, CA 94607
Tenant	Hul Chen	1130 3rd Avenue #403 Oakland, CA 94607
Tenant	Yolanda Smith	1130 3rd Avenue #402 Oakland, CA 94607
Tenant	Kendra Hodges	1130 3rd Avenue #310 Oakland, CA 94607
Tenant	Eric Gibbs	1130 3rd Avenue #309 Oakland, CA 94607
Tenant	Honeylett Smith	1130 3rd Avenue #308 Oakland, CA 94607
Tenant	Valentina Aityan	1130 3rd Avenue #307 Oakland, CA 94607
Tenant	Jesse Budlong	1130 3rd Avenue #306 Oakland, CA 94607
Tenant	Candy Yu	1130 3rd Avenue #302 Oakland, CA 94607
Tenant	Robin Carduner	1130 3rd Avenue #301 Oakland, CA 94607
Tenant	Jae Truesdell	1130 3rd Avenue #210 Oakland, CA 94607
Tenant	Geraldine Henson	1130 3rd Avenue #209 Oakland, CA 94607
Tenant	Nikki Townsend	1130 3rd Avenue #208 Oakland, CA 94607
Tenant	Joseph Tommingger	1130 3rd Avenue #207 Oakland, CA 94607
Tenant	Bryson Holbrook	1130 3rd Avenue #206 Oakland, CA 94607
Tenant	Qi Chen	1130 3rd Avenue #205 Oakland, CA 94607

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City of Oakland

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CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:49

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name LINDA MILLS	Complete Address (with Zip Code) 1130-3RD AVE #203 OAKLAND, CA 94606	Telephone 510
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVE OAK, CA 94606	Telephone 510

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: 06/95

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

Yes No

Initial Rent: \$ 620.00

Initial rent included (please check all that apply)

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

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

Yes No

000134

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
M		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$1,059.14	Yes	No

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

[Handwritten Signature]
 Tenant's Signature

1-21-19
 Date

 Tenant's Signature

 Date

Important Information

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

#203

Pest adjustment Programs

1. The closet doors has been off tracks for years
2. mole under heaters
3. tile in kitchen needs to be replace
4. Tile against the walls is peeling off + cracking needs to be replace.

Linda Mills
#203

City of Oakland Rent Adjustment Program

Tenant Response

Case **L18-0173**
Property Address **1130 3rd Avenue**

Tenant	Linda Mills	1130 3rd Avenue #203 Oakland, CA 94607
Tenant	Mycah Wilson	1130 3rd Avenue #202 Oakland, CA 94607
Tenant	Craig Oliver	1130 3rd Avenue #201 Oakland, CA 94607
Tenant	Vicki Shu	1130 3rd Avenue #1102 Oakland, CA 94607

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City of Oakland

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City of Oakland Rent Adjustment Program

Tenant Response

Case **L18-0173**
 Property Address **1130 3rd Avenue**

Rental Property Information

Type of unit you rent **Apartment, Room or Live-work**

Total number of units

Are you current on your rent? **Yes**

Please explain why the property owner is not entitled to the proposed increase.

The windows are a decrease in service and unsafe

Rent History

When did you move into the unit? **12-01-2013**

When did you enter into the rental agreement for this unit? **12-01-2013**

When did you move into the unit? **12-01-2013**

Initial monthly rent **2157**

When did the property owner first provide you with the RAP Notice, a written notice of the existence of the Rent Adjustment Program? **12-1-2013**

I was given a RAP NOTICE by my property owner. **Yes**

Rent Increase

RAP Notice Given	RAP Notice Date	Increase Effective Date	Increase From	Increase To
No	8/17/2016	10/1/2016	2202.3	2246.35
No	6/25/2014	9/1/2014	2157	2202.3

Mediation

Mediation Requested **No**

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City of Oakland

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RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:50

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Mycah Wilson</i>	Complete Address (with Zip Code) <i>1130 3rd Ave Apt 202 Oakland 94606 CA</i>	Telephone
Your Representative's Name <i>James Vann 251 Wayne Ave Oakland CA 94606</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland CA 94606</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: Oct 2011

Date you moved into this unit: Oct 2011

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

Yes _____ No X

Initial Rent: \$ 1223 + \$50 parking in 2011

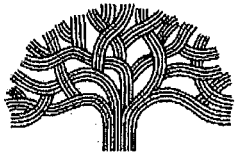
Initial rent included (please check all that apply)

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

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

Yes X No _____

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CITY OF OAKLAND

RECEIVED

JAN 25 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Mycah Wilson	Complete Address (with Zip Code) 1130 3rd Ave Apt 202 Oakland 94606 CA	Telephone
Your Representative's Name James Vann 251 Wayne Ave Oakland CA 94606	Complete Address (with Zip Code) 251 Wayne Ave Oakland CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: Oct 2011

Date you moved into this unit: Oct 2011

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

Yes _____ No X

Initial Rent: \$ 1223 + \$50 parking in 2011

Initial rent included (please check all that apply)

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

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

Yes X No _____

000142

When I moved into the apartment we had an increase in 2012 where I received the Notice to Tenants however for this windows installation increase I did not receive a notice from the apt just from city of

Please list the date you first received the Notice to Tenants Just from city of
 List all increases your received. Begin with the most recent and work backwards. Attach Oakland most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
City of Oak Jan 2019	?	\$1333.41	\$?	Yes	No <input checked="" type="checkbox"/>
07/2017		\$	\$	Yes	No
		\$	\$	Yes	No
See attachment		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

I only receive notice from Oakland w/c rent increase amount.

Contested Justification(s) for Rent

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

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

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

Verification

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

Myciah J Wilger
 Tenant's Signature

Jan 22, 2019
 Date

 Tenant's Signature

 Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

#202

To: Rent Adjustment Program
250 Frank H. Ogawa Plaza Suite 5313
Oakland C 94612

From: Mycah Wilson
1130 3rd Ave Apt 202
Oakland CA 94606

Date: January 22, 2019

Case Number L18-0173

Hello Oakland Rent Adjustment Board

The Merritt on 3rd Apartment Building is not entitled to these increases for the windows installation.

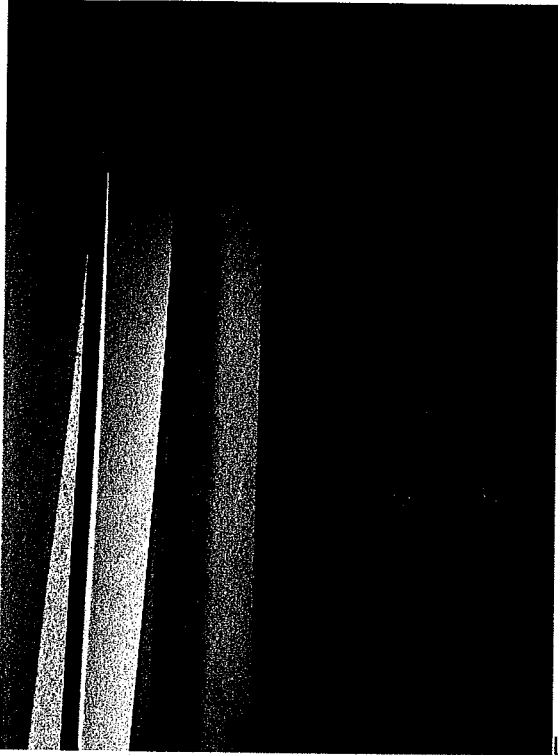
- When I moved into this building in 2011, the building was a standard apartment building. It was not advertised as a luxury building. It was called Regency Towers. Since then ownership of the building has changed at least 3 times. The management is advertising this building as a luxury building. The ownership also started targeting a different demographic into the building (young professionals with money).
- The capital improvements are only being sent to 97 units. Why not all 178 units? These seems like discrimination to older consistent residents and yet another attempt to get us to move out.
- The new windows are an aesthetic improvement but have not improved the quality of life to residents. I still must run a dehumidifier every day otherwise I will get mold inside my apartment. Especially the bathroom. Also bugs come in because the new windows do not have screens whereas the old windows did. This is also a safety hazard.
- The windows were poorly installed. The walls have surrounding the windows are discolored and the paint that I paid for was not replaced.
- Also the windows do not fully open which prevents the circulation needed to reduce the mold in the bathroom.

Rental History

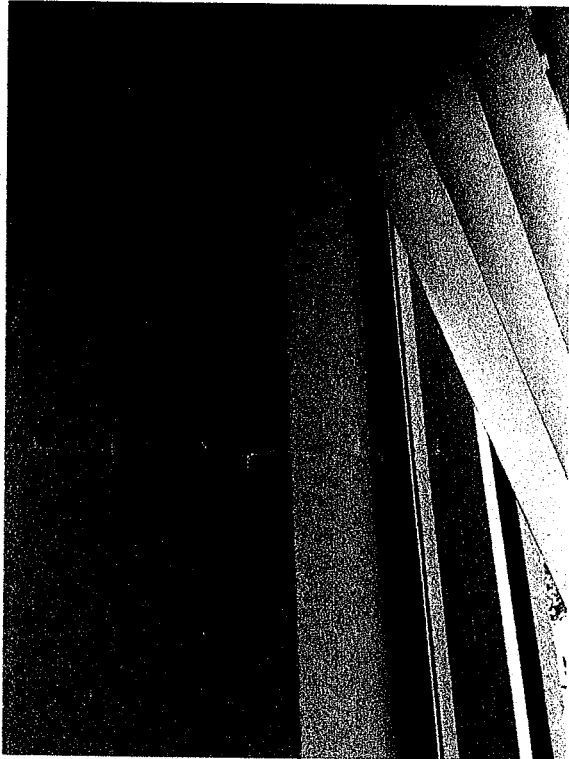
- For the Jan 2019 Rental Increase, **I did not receive a Notice to Tenants from the apartment management.** I only received a mailing from the City of Oakland postmarked on January 4, 2019. Therefore, I do not know how much the rental increase will be for my 1 bedroom unit.
- Current Rent as of Jan 2019 = \$1458.41.
- 7/25/2015 there was a banked CPI increase of \$23.72 bringing the base rent to \$1333.41. \$1333.41 (new base rent) + \$75 capital improvement that is scheduled to end Sept 2019 + \$50 parking = \$1458.41. I did receive a Notice to Tenants from the apartment management regarding the banked CPI increase.
- 6/25/2014 there was a capital improvement project. \$1309.69 base rent + \$75 capital improvement + \$50 parking = \$1434.69. I did receive a Notice to Tenants from the apartment.
- Prior to the capital increase effective Sept 2014 my rent was \$1309.69 + \$50 parking = \$1359.69.
- Sept 2012 CPI increase \$1259.69 + \$50 parking = \$1309.69. I did receive a Notice to Tenants from the apartment management.
- Initial Rent in October 2011 was \$1223 + \$50 parking = \$1273. I did receive a Notice to Tenants from the apartment management.

000145

1/2



Living room walls where paint was not replaced.



Myah Jue

1/22/2019

000146

To: Rent Adjustment Program
250 Frank H. Ogawa Plaza Suite 5313
Oakland CA 94612

From: Mycah Wilson
1130 3rd Ave Apt 202
Oakland CA 94606

202

Date: January 22, 2019

Case Number L18-0173

Hello Oakland Rent Adjustment Board

The Merritt on 3rd Apartment Building is not entitled to these increases for the windows installation.

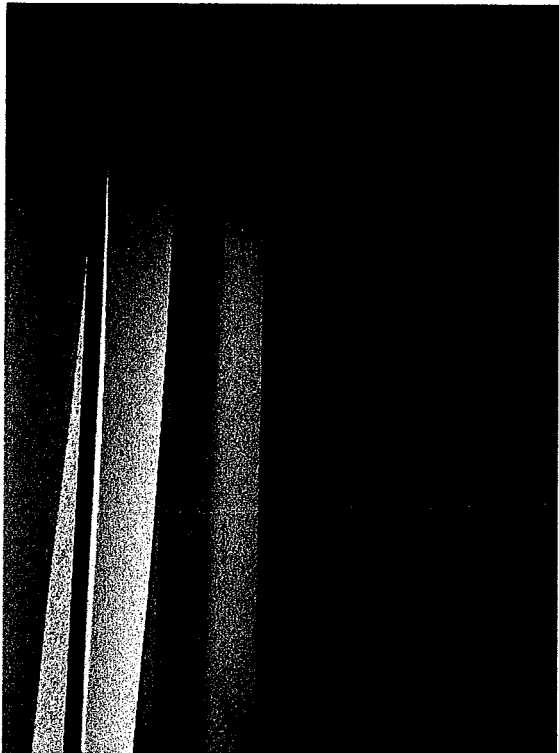
- When I moved into this building in 2011, the building was a standard apartment building. It was not advertised as a luxury building. It was called Regency Towers. Since then ownership of the building has changed at least 3 times. The management is advertising this building as a luxury building. The ownership also started targeting a different demographic into the building (young professionals with money).
- The capital improvements are only being sent to 97 units. Why not all 178 units? These seems like discrimination to older consistent residents and yet another attempt to get us to move out.
- The new windows are an aesthetic improvement but have not improved the quality of life to residents. I still must run a dehumidifier every day otherwise I will get mold inside my apartment. Especially the bathroom. Also bugs come in because the new windows do not have screens whereas the old windows did. This is also a safety hazard.
- The windows were poorly installed. The walls have surrounding the windows are discolored and the paint that I paid for was not replaced.
- Also the windows do not fully open which prevents the circulation needed to reduce the mold in the bathroom.

Rental History

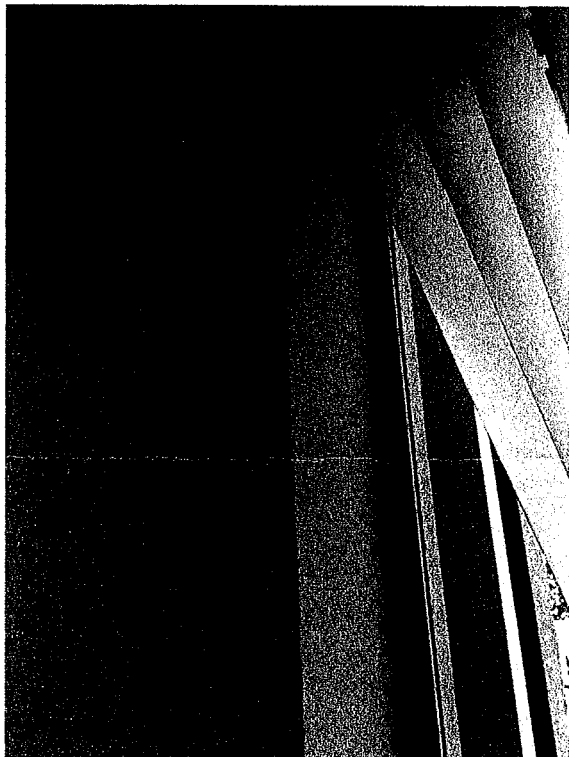
- For the Jan 2019 Rental Increase, **I did not receive a Notice to Tenants from the apartment management.** I only received a mailing from the City of Oakland postmarked on January 4, 2019. Therefore, I do not know how much the rental increase will be for my 1 bedroom unit.
- Current Rent as of Jan 2019 = \$1458.41.
- 7/25/2015 there was a banked CPI increase of \$23.72 bringing the base rent to \$1333.41. \$1333.41 (new base rent) + \$75 capital improvement that is scheduled to end Sept 2019 + \$50 parking = \$1458.41. I did receive a Notice to Tenants from the apartment management regarding the banked CPI increase.
- 6/25/2014 there was a capital improvement project. \$1309.69 base rent + \$75 capital improvement + \$50 parking = \$1434.69. I did receive a Notice to Tenants from the apartment.
- Prior to the capital increase effective Sept 2014 my rent was \$1309.69 + \$50 parking = \$1359.69.
- Sept 2012 CPI increase \$1259.69 + \$50 parking = \$1309.69. I did receive a Notice to Tenants from the apartment management.
- Initial Rent in October 2011 was \$1223 + \$50 parking = \$1273. I did receive a Notice to Tenants from the apartment management.

000147

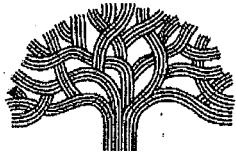
1/2



Living room walls where paint was not replaced.



M. J. Wagner
1/22/2019 **000148**



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:47

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Kwok Fai Chan	Complete Address (with Zip Code) 1130 3 rd Avenue #205 Oakland, CA 94607	Telephone ---
Your Representative's Name James vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 12 / 1 / 1995

Date you moved into this unit: 12 / 1 / 1995

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

Yes No

Initial Rent: \$ 590

Initial rent included (please check all that apply)

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

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

Yes No

000149

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

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

Verification

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

Kweh Fai Chan
 Tenant's Signature

1-15-2019
 Date

 Tenant's Signature

 Date

Important Information

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

we had an increase in 2012 where I received the Notice to Tenants however for this windows installation increase I did not receive a notice from the apt just from city of Oakland

Please list the date you first received the Notice to Tenants
 List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
City of Oak Jan 2019	?	\$1333.41	\$?	Yes	No X
07/25/1		\$	\$	Yes	No
See attachment		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

I only receive notice from Oakland w/ rent increase amount.

Contested Justification(s) for Rent

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

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

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

Verification

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

Myciah J Wilgu
 Tenant's Signature

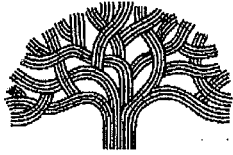
Jan 22, 2019
 Date

 Tenant's Signature

 Date

Important Information

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



CITY OF OAKLAND

RECEIVED

FEB 08 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Bryson Holbrook</i>	Complete Address (with Zip Code) <i>1130 3rd avenue # 206 OAKLAND, CA 94606</i>	Telephone -
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone -

Number of Units on the parcel: 1

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 10/3/2010

Date you moved into this unit: 10/3/2010

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

Yes No

Initial Rent: \$ 1,311

Initial rent included (please check all that apply)

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

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

Yes No

000152

Please list the date you first received the Notice to Tenants 1/4/19

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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


- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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


 Tenant's Signature

2/2/19
 Date

 Tenant's Signature

 Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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



Tenant's Signature (for Mediation)

2/2/19

Date

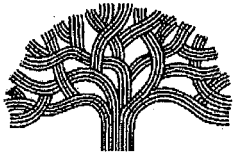
Tenant's Signature (for Mediation)

Date

RECEIVED

FEB 11 2019

RENT ADJUSTMENT PROGRAM
OAKLAND



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Joseph Tomminger</i>	Complete Address (with Zip Code) <i>1130 3rd Ave Apt 207 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 96

Are you current on your rent? Yes _____ No X *(Have a payment plan to get current)*

Rental History:

Date you entered into the Rental Agreement for this unit: 04/12/2012

Date you moved into this unit: 04/15/2012

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

Yes _____ No X

Initial Rent: \$ 1403.62

Initial rent included (please check all that apply)

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

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

Yes X No _____

000155

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
7/30/16	9/1/16	\$ 1534.77	\$ 1563.97	Yes	No <input checked="" type="checkbox"/>
7/25/15	9/1/15	\$ 1478.62	\$ 1534.77	Yes	No <input checked="" type="checkbox"/>
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

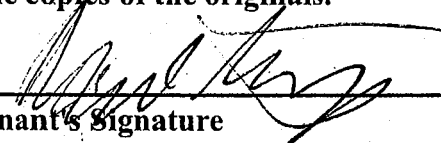
- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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



 Tenant's Signature

02/05/2019

 Date

 Tenant's Signature

 Date

Important Information

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

MERRITT ON



7/30/2016

Joseph Tomminger, et al.
1130 3rd Avenue #207
Oakland, CA 94606

30-DAY NOTICE OF CHANGE OF MONTHLY RENT

Dear Joseph Tomminger and All Other Occupants,

We would like to take this time to thank you for selecting Merritt on 3rd as your home. We value your continued residency and hope that you are enjoying all of the recent improvements and upgrades to the community.

All residents and all other occupants in possession of the premises located at the above address are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this notice, or September 1, 2016 whichever is later, your total monthly rental charges, *(which may include any existing, applicable parking and/or pet premiums)* which is payable on or before the first day of each month, will be the sum of **\$1,563.97** instead of **\$1,534.77**.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect. If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

The City of Oakland Rent Adjustment Program, pursuant to chapter 8.22, approved a CPI Rent Adjustment of 2.0% for the fiscal year of 2016/2017.

Pursuant to the City of Oakland Ordinance 8.22.070 H 1 c, and if this adjustment to your rent exceeds that which is allowed under the CPI Rent Adjustment, you have the *right to request in writing* a "summary of the justification for the amount of rent increase in excess of the CPI Adjustment."

Herewith is such a summary:

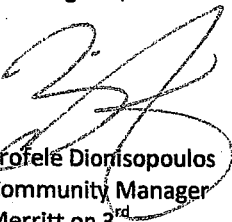
Your rent adjustment is comprised of the following elements as follows: 2016/2017 CPI increase to base rent, **\$29.20**; existing Capital Pass Through, **\$75.00**. The total amount is **\$104.20**.

Your new monthly rate will be effective September 1, 2016.

Please be advised that you may contest any increase in excess of approved increase by filling a petition with the Rent Adjustment Program using Rent Program's form, within (60) days of receiving a notice of rent increase. Pursuant to City of Oakland Ordinance 8.22.070 D 1: While a Tenant petition is pending, a Tenant must pay when due pursuant to the rent increase notice, the amount of the rent increase that is equal to the CPI Rent Adjustment. If the Tenant files a petition the minimum total rent that must be paid until the matter is heard and settled is \$1,563.97 (Current rent of \$1,459.77 plus the 2.0% CPI rent adjustment of \$29.20, existing Capital Pass Through of \$75.00).

If you should have any questions regarding your new rental rate, please feel free to contact me directly at (510) 893-3764 or via email at merritton3rdmgr@greystar.com.

Best Regards,


Efofele Dionisopoulos
Community Manager
Merritt on 3rd

Please see reverse side for Notice to Tenants of Residential Rent Adjustment Program.

000157

CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243
Department of Housing and Community Development
Rent Adjustment Program



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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

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

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

TENANTS' SMOKING POLICY DISCLOSURE

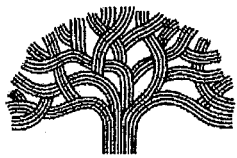
- Smoking (circle one) IS or **IS NOT** permitted in Unit 221 the unit you plan to rent.
- Smoking (circle one) IS or **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is **PROHIBITED** in all common areas, both indoors and outdoors.
- There (circle one) IS or **IS NOT** a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Signed) _____

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

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

Baun Thoang Baun queyan loi cuua ngöôoi thueâ trong Oakland naøy cuông cou baêng tieáng Vieät. Neà cou moät baun sao, xin goii (510) 238-3721.



CITY OF OAKLAND

RECEIVED
FEB - 5 2019
RENT ADJUSTMENT PROGRAM
OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Geraldine Henson</i>	Complete Address (with Zip Code) <i>1130 3rd Avenue #209 Oakland, CA 94606</i>	Telephone
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: _____

Are you current on your rent? Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: Sept. 1993

Date you moved into this unit: Sept 1993

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

Yes _____ No

Initial Rent: \$ _____

Initial rent included (please check all that apply)

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

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

Yes No _____

000159

Please list the date you first received the Notice to Tenants January 3, 2019

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	
05/01/2017	05/01/2017	\$ 1090	\$ 1117	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2016		\$ 1065	\$ 1098	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2015		\$ 989	\$ 1065	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"/>

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

Geraldine Henson
Tenant's Signature

January 23, 2019
Date

Tenant's Signature

Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Heraldine Henson
Tenant's Signature (for Mediation)

January 22, 2019
Date

Tenant's Signature (for Mediation)

Date

Case No. L18-8173

209

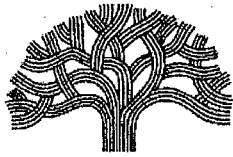
Geraldine Herson

1630 3rd Ave, #209

Oakland CA 94606

The window replacement was an unnecessary replacement. The windows had previously within two years been rechaulked and had new screens. The new windows do not have screens and management said they were not going to get screens. Now we have windows that we are unable to open without getting flies and mosquitoes.

000162



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 FEB - 7 PM 4:33

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Jae Truesdell Marek Szeszycki</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #210 Oakland CA 94606</i>	Telephone <i>---</i>
Your Representative's Name <i>James Vann 251 Wayne Ave →</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>---</i>

Number of Units on the parcel: _____

Are you current on your rent? Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: August 9, 2011

Date you moved into this unit: August 20, 2011

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

Yes _____ No

Initial Rent: \$ 1415

Initial rent included (please check all that apply)

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

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

Yes No _____

000163

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$ 1415	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$1561.60	Yes	No <input checked="" type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Decreased

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

Tenant's Signature

Tenant's Signature

Date

Date

2/7/19

2/7/19

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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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

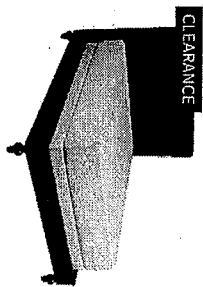
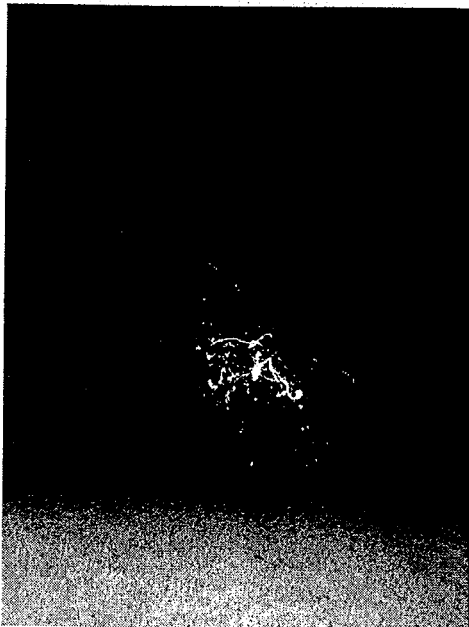
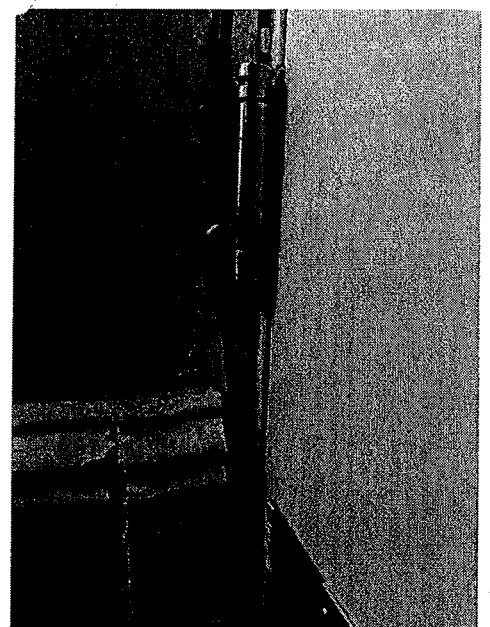
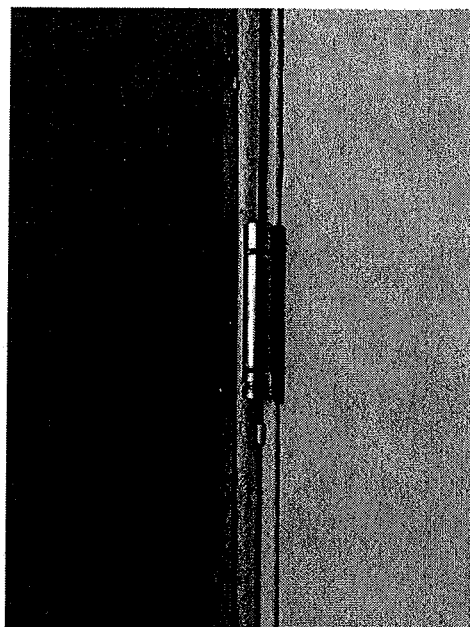
Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

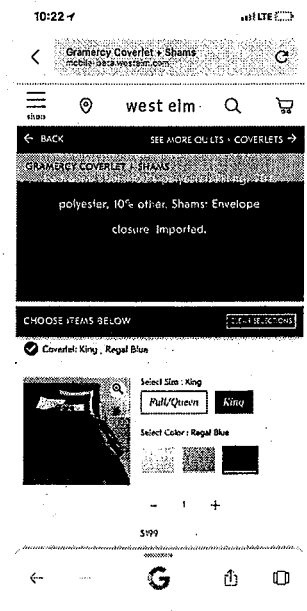
Date

#210



CLEARANCE

\$995 was \$1,195
Warner Eastern King
Upholstered Platform Bed
★★★★★ (3)



000166

Rent Adjustment Program
250 Frank H. Ogawa Plaza Suite 5313
Oakland, CA 94612

CASE NUMBER L18-0173

Contested justification for rent:

The owner is not entitled to the proposed increase. We request a reduction in rent for substantial decreases in housing services.

1. The window replacement/2 bed apartment/3 windows total were a cosmetic/aesthetic improvement and besides the aesthetic change, the conditions of this replacement have been disruptive, decreased safety and have resulted in property damage.
 - a. The installation required us to move our furniture. Our installation was rescheduled twice resulting in an extended period of time with our furniture out of place and unusable
 - b. The poor insulation was not improved
 - c. The windows do not have screens and therefore pose a danger for people, animals or objects falling out
 - d. The installation resulted in damaged walls and property damage. We have yet to be compensated in order to replaced the damaged goods in the amount of \$1200 after repeated requests for 16 months
2. We were the victims of a breakin in 2012 and the structural damage is still unrepaired at our front door which results in decreased safety and insulation.
3. Despite recommendations for increased safety such as a camera outside the outer door that the assailants entered, there has not been any action to decrease breakins
4. The outdoor lights have been and still are routinely out providing an unsafe environment.
5. The gates have been and still are routinely not functioning disrupting our daily routines and decreasing accessibility of our home
6. The quality of life in the building is regularly substandard
 - a. Trash chutes are overflowing regularly spilling into the hallway and causing rancid smells
 - b. Broken hallway and stairwell lights
 - c. Mold in our apartment bathroom ceiling
 - d. Smoking is prohibited and this is not enforced causing harm to our health and comfort and increasing stress around managing the issue
7. The amenities are poorly managed, for example the hot tub is routinely turned off and cold and must be reset by maintenance
8. The elevators are routinely not operating and tenants and their guests are regularly trapped in the elevators, a stressful and dangerous situation that repeats itself sometimes multiple times a week

The owner is not providing the service, maintenance or improvements reasonably expected by tenants. We therefore are not receiving the value of what we are paying. Not only is the owner not entitled to the proposed increase, circumstances call for a reduction in rent due to substantial decrease in housing services.

000167



RENT ADJUSTMENT PROGRAM

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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:47

CASE NUMBER L 18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Chun Yu Candy Yu	Complete Address (with Zip Code) 1130 3rd Ave APT 302 Oakland, CA 94606	Telephone
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland, CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 1998

Date you moved into this unit: 1998

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

Yes No

Initial Rent: \$ 550

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 7/25/15

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	
7/25/15	9/1/15	\$ 824.12	\$ 854.08	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/25/14	9/1/14	\$ 749.12	\$ 824.12	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5/3/12	7/1/12	\$ 679.12	\$ 749.12	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
10/3/09	12/1/09	\$ 649.12	\$ 679.12	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

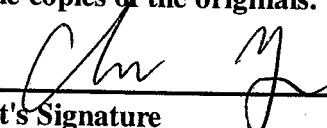
Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1/24/19

 Date

 Tenant's Signature

 Date

Important Information

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

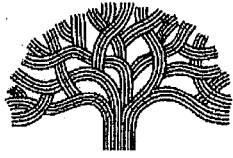
#302

My unit has serious mold issue ever since the new windows have been installed. Every few months I need to submit a work order to management for cleaning the mold in my bed room and bath room and the wait time is one week in average. I use dehumidifier every day but that could not stop mold from building up. Mold issue not only cost me more money on the electricity bill, but it's creating health issue. My wife starts coughing when the mold is spreading and the chemical management use to clean the mold has very strong odor that would last for days after each cleaning.

The new windows do not have screen. If I leave windows open for a few hours, my table will be collecting a layer of dust.

000170

2019 JAN 31 PM 1:45



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Jesse Buellong</i>	Complete Address (with Zip Code) <i>1130 3rd Avenue #306 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Avenue Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 6/1/2013

Date you moved into this unit: 6/1/13

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

Yes No

Initial Rent: \$ 1931

Initial rent included (please check all that apply)

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

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

Yes No

000171

Please list the date you first received the Notice to Tenants 1/5/19

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
1/5/19	6/1/19	\$ 2193	\$ TBD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

Contested Justification(s) for Rent

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

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

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

Verification

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

[Signature]
 Tenant's Signature

1/31/19
 Date

 Tenant's Signature

 Date

Important Information

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information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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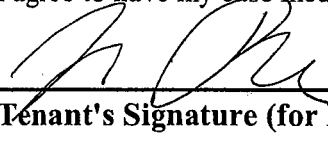
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The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.

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



Tenant's Signature (for Mediation)

1/31/19

Date

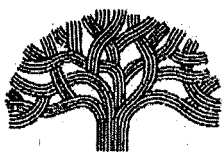
Tenant's Signature (for Mediation)

Date

RECEIVED

JUL 02 2019

RENT ADJUSTMENT PROGRAM
OAKLAND



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18 - 0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <u>Jesse Buckley</u>	Complete Address (with Zip Code) <u>1130 3rd Avenue #306 Oakland, CA 94606</u>	Telephone _____
Your Representative's Name <u>James Vann</u>	Complete Address (with Zip Code) <u>251 Wayne Avenue Oakland, CA 94606</u>	Telephone _____

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 5/1/2013

Date you moved into this unit: 5/1/2013

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

Yes _____ No

Initial Rent: \$ ~~1970~~ 1970

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV ()

Other (if other please specify)

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

Yes _____ No

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

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

000174

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___

Contested Justification(s) for Rent

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

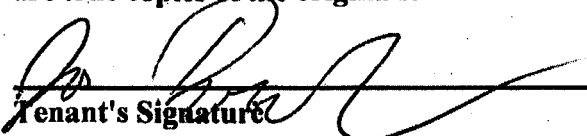
Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

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

Verification

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



 Tenant's Signature

7/2/2019

 Date

 Tenant's Signature

 Date

Important Information

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information, please call: 510-238-3721.

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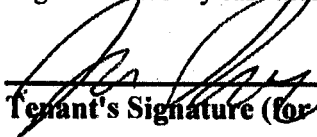
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Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

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



Tenant's Signature (for Mediation)

7/2/19

Date

Tenant's Signature (for Mediation)

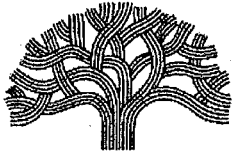
Date

The landlord replaced our old sliding screen windows with ones that open ajar to the outside. The windows are not an improvement as there are no screens to keep out bugs & wildlife and children & small animals are at risk of falling out. For example, my kitten was able to jump onto the window open sill and then jump out onto the concrete edge of the building, I live on the 3rd floor. I've also noticed a greater number of flies inside my unit as well.

The windows also create a ventilation issue as well, the design creates a humidity vacuum that promotes mold growth along the walls under the windows. Additionally, the windows provide less air intake from the outside which effects ventilation throughout the unit compared to their predecessors.

Also, the walls of my apartment unit were damaged during the installation leading to dangerous & chipped edges.

2019 JAN 31 AM 9:47



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Sergey & Valentina Aityan</i>	Complete Address (with Zip Code) <i>1130 3rd Ave., apt. 307 Oakland, CA 94606</i>	Telephone <i>5</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave. Oakland CA 94606</i>	Telephone <i>7</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: December 2008

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

Yes No

Initial Rent: \$ 1480

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 1/7/2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

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

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

Verification

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

Sergey Aityan
Tenant's Signature

1/19/2019
Date

Valentin Aityan
Tenant's Signature

1/19/2019
Date

Important Information

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

#307

Statement

The new windows open outside with a small gap while the old windows were sliding windows that allowed opening them wide. For this reason, the new windows are inconvenient and reduced quality of life because

- 1) The air circulation from outside with the new windows is poor. The air cannot be refreshed inside the apartment during warm summer days.
- 2) The new windows do not have mosquito screens by design and mosquitos are now inside the apartment. It was not the case with the old windows.
- 3) The new windows without screens are dangerous for pets because pets can easily squeeze through the opening and fall down.

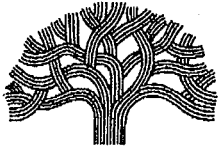
Sergey Aityan
1130 3rd Avenue, apt. 307
Oakland, CA 94606

510-593-4763

000180

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -7 PM 1:35



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name HONEYLETT SMITH CHRISTOPHER LOPEZ	Complete Address (with Zip Code) 1130 3RD AVE. #308 OAKLAND, CA 94602	Telephone ---
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVE. OAKLAND, CA 94602	Telephone ---

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: 3/5/11

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

Yes _____ No

Initial Rent: \$ 1450

Initial rent included (please check all that apply)

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

PET RENT

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

Yes No

000181

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
RENT TODAY		\$	\$1782.33	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
3/5/11		\$	\$1450	Yes	No

Contested Justification(s) for Rent

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


- Banking
- Capital Improvements
- Increased Housing Service Costs

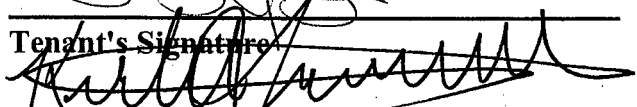
- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

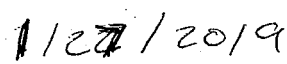
Verification

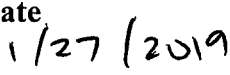
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



 Tenant's Signature


 Tenant's Signature



 Date


 Date

Important Information

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

REASONS FOR DECREASE HOUSING SERVICE COSTS:

#308

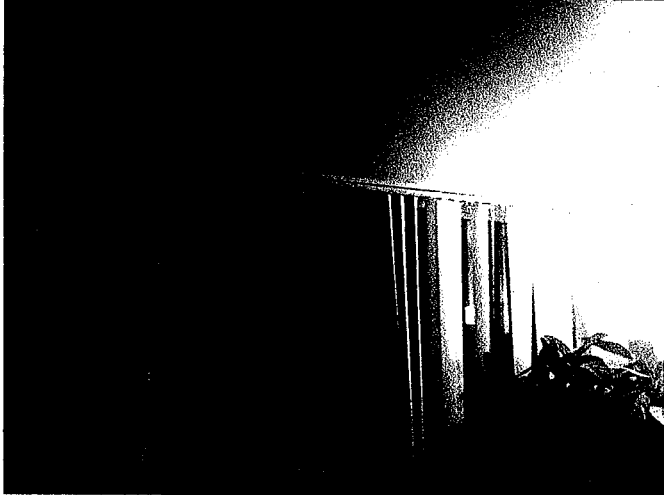
- WINDOWS NOT PROPERLY INSTALLED / UNFINISHED
- HAZARDOUS FLOORING (RUG) IN UNIT
 - HOLES IN CARPET
 - CARPET IS SEPERATING
 - PORTION OF CARPET LIFTS AWAY FROM FLOOR COMPLETELY
- 1 OF 3 HEATERS IN UNIT WORK
- MOLD IN BATHROOM DUE TO LACK OF VENTILATION



- RUG BETWEEN FRONT
DOOR & LIVING AREA

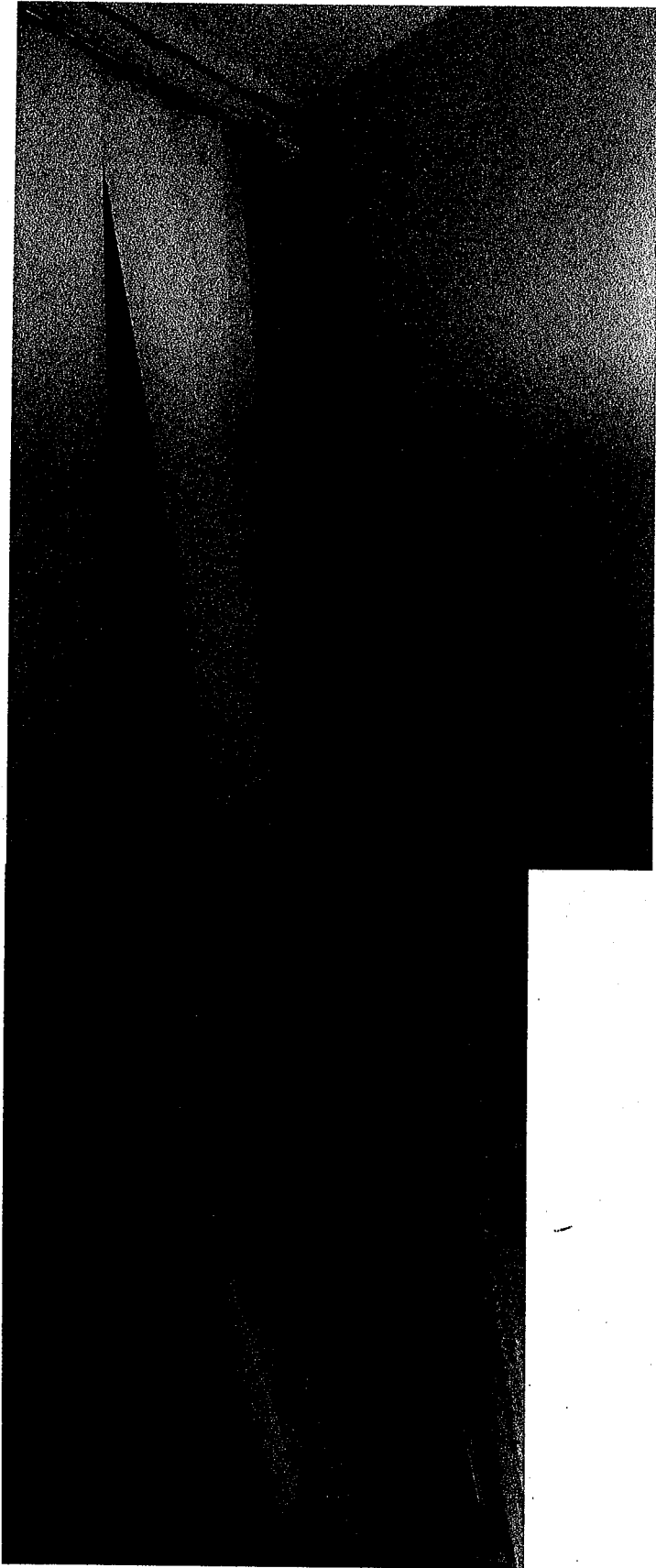


- CARPET
SEPERATION

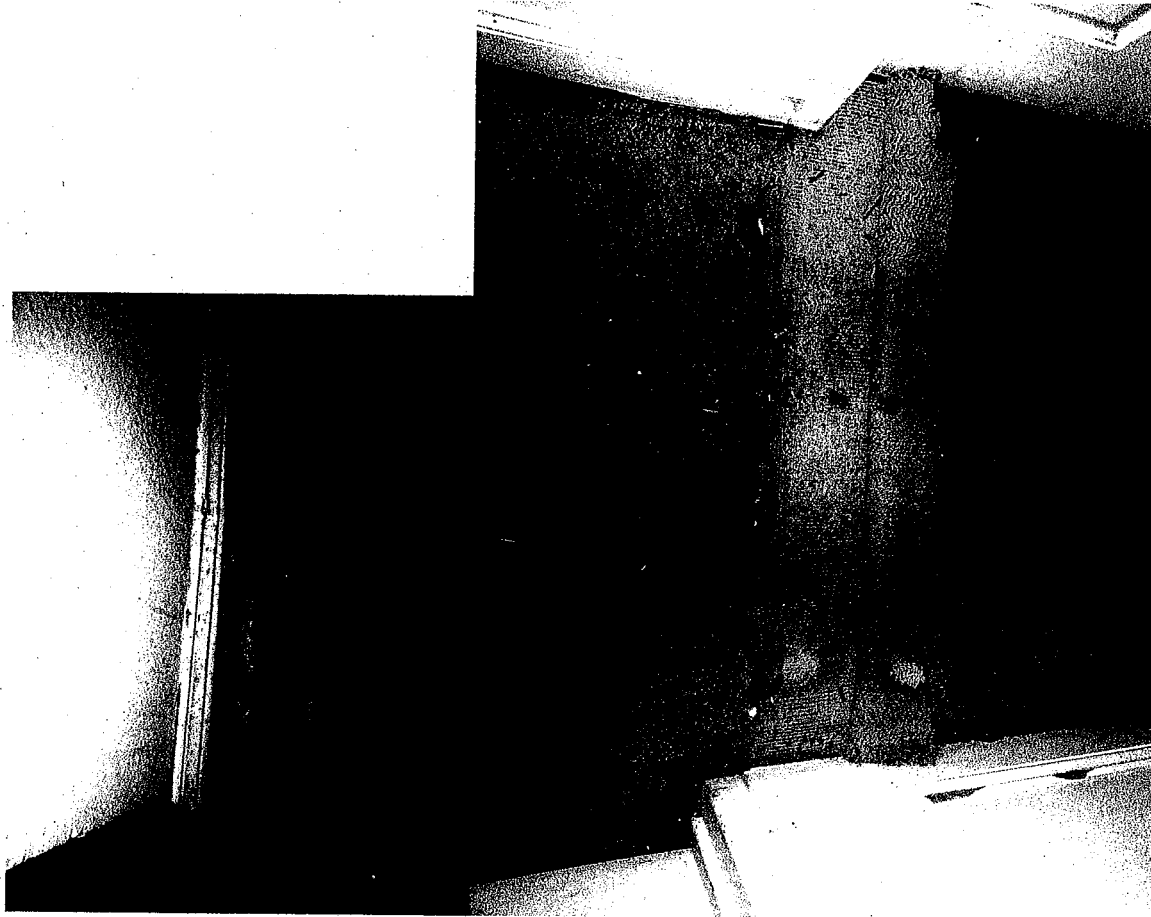


- BROKEN BLINDS / MISSING
BLINDS

000184

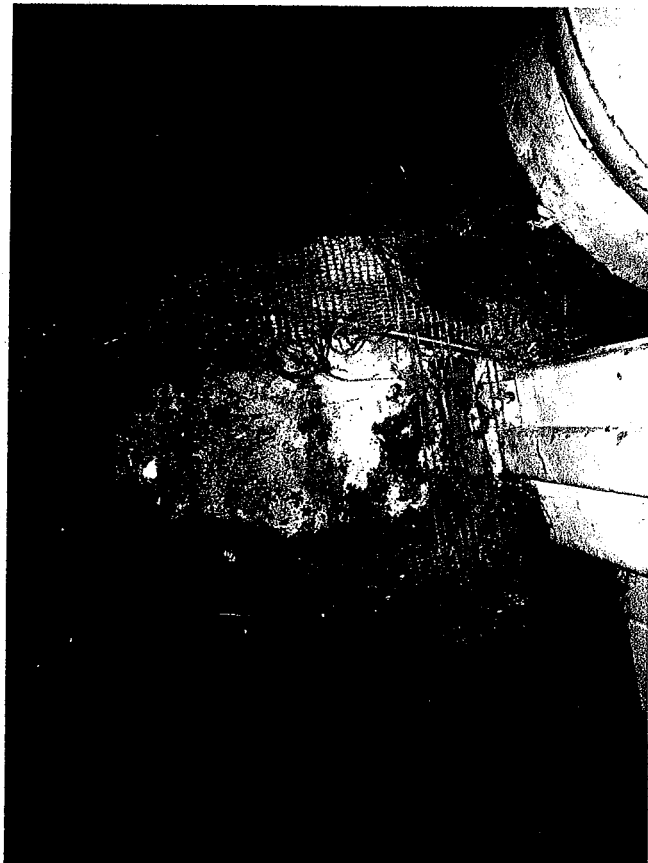


- UN FINISHED INSTALLATION



CARPET SEPERATION ~~of~~
FROM BAR

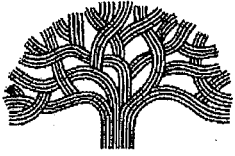
CARPET SEPERATION IN
FRONT OF BATHROOM



- HOLE IN CARPET OF
DOOR TO MASTER BRM



- HOLE IN CARPET OF PUCK
TO 2ND BRM



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 JAN 31 AM 9:47

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Eric Gibbs Lauren Crum</i>	Complete Address (with Zip Code) <i>1130 3rd Ave Apt 309 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: July 2nd, 2015

Date you moved into this unit: August 7, 2015

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

Yes No

Initial Rent: \$ ~~2642.00~~ 2847.00

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage Parking () Storage () Cable TV Other

(if other please specify)

pet rent, liability coverage

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

Yes No

000188

Please list the date you first received the Notice to Tenants August 7, 2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
8/8/16	9/1/16	\$2667.⁰⁰	\$276.⁰⁰	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8/8/16	9/1/16	\$2847. ⁰⁰	\$2900. ⁰⁰	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

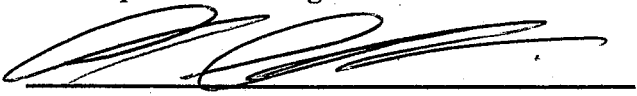
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

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

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

Verification

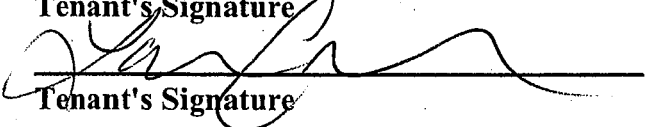
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



Tenant's Signature

1/20/19

Date



Tenant's Signature

1/20/19

Date

Important Information

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



309

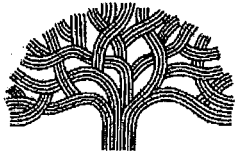
To whom it may concern,

The cost of the windows installed at Merritt on 3rd should not be passed onto the small selection of residents due to safety concerns and a decline in standard of living. The windows are designed without screens and would be inoperable if screens were installed. Our unit is therefore exposed to the elements and constantly occupied by insects and other pests. The windows do not open fully, however the opening is large enough for our cat to escape. Also as new parents we worry the unscreened opening is large enough for our son to fall out of. Due to these reasons we are unable to open our windows as desired to ventilate our unit.


Lauren Crum


Eric Gibbs

000190



CITY OF OAKLAND

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:47

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Kendra Hodges</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #310 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave. Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes _____ No _____

Rental History:

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

Date you moved into this unit: _____

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

Yes _____ No _____

Initial Rent: \$ _____

Initial rent included (please check all that apply)

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

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

Yes _____ No _____

000191

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

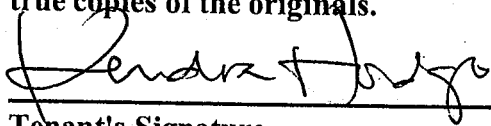
Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1/20/19

 Date

 Tenant's Signature

 Date

Important Information

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

January 20, 2019

#310

To whom it may concern:

I would like to formally contest the Capital Improvements that the FPI Management are asking for a select Merritt on 3rd residents to cover. Please take into consideration our collective concerns and counterarguments.

First off, the cost of these improvements should be passed along to the entire population of the building. Targeting long term residents, many of whom are elderly, retired, living on assistance etc. is just another example of Oakland's very scary and very real epidemic of gentrification. The people who would be affected by these rent hikes are the faces of Oakland.

The new windows are aesthetically nicer than the previous windows, however have proven to provide no better quality of life as the windows we lived with before. I still have black mold growing on all window sills, under the window box (see attached photos) and have to run the heat constantly during cold months due to the draft and lack of suction. There are also no screens. Being on the third floor I am constantly covered in mosquito bites as the bugs waft in any chance they can get. In the warm months it is just as bad as the windows don't open completely and air can barely circulate.

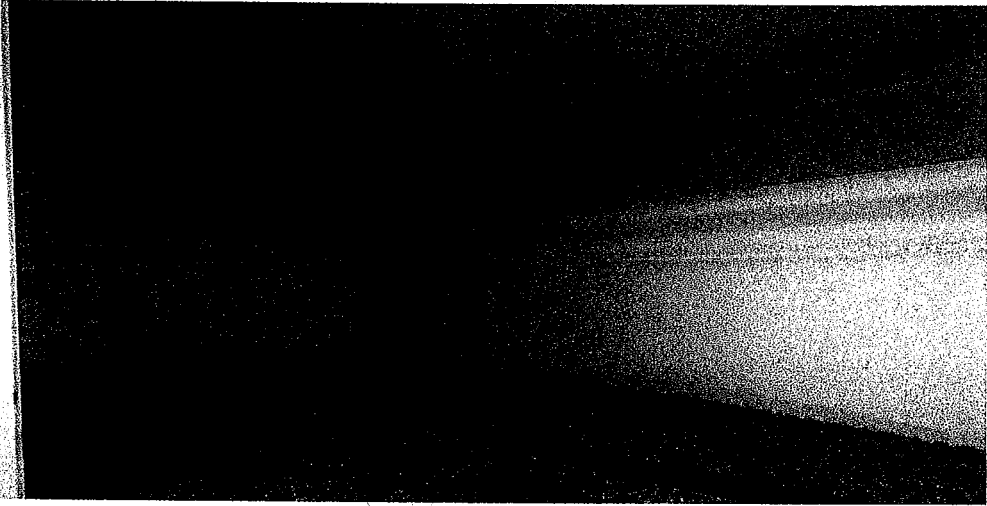
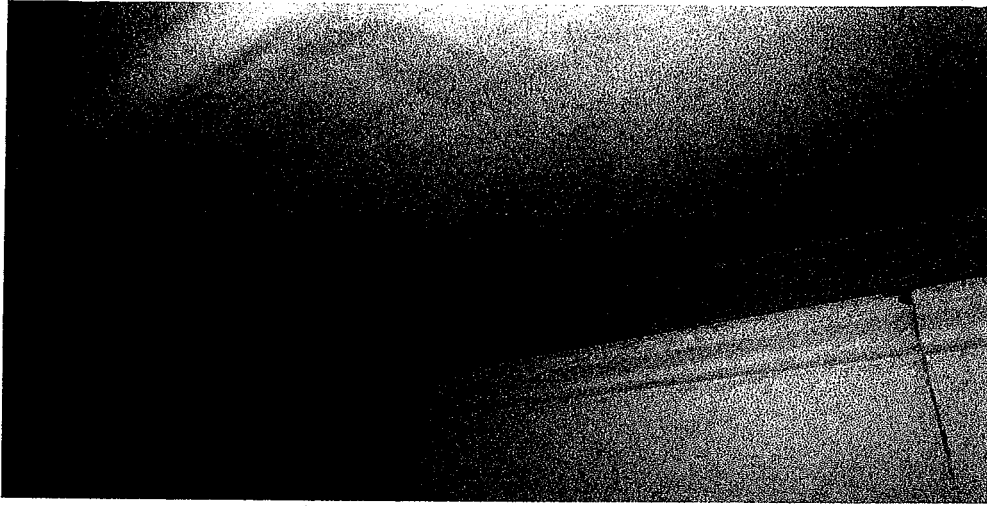
The windows were installed poorly. There is raw drywall that was never patched up and again leaks and drafts in all three rooms. Were corners cut? Clearly this job isn't even completed.

Please take our concerns into consideration. We are a very tight knit community and have worked very hard to come together and do what is right in this situation. I moved to a rental building to avoid these "surprise" rental hikes. As an East Bay native I am frustrated and scared that my living situation can change because of greed and money. Please help me and my neighbors. This is all we have.

Thank you,

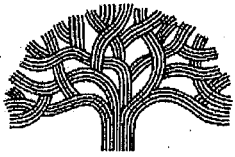
Kendra Hodges
1130 3rd Avenue, 310
Oakland, CA 94606

000193



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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -1 PM 4:15



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Yolanda C. Smith</i>	Complete Address (with Zip Code) <i>1130 3rd. Ave # 402 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 8-1-95

Date you moved into this unit: ON OR NEAR 8-1-95

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

Yes No

Initial Rent: \$ 580

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants I can't recall

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
7-31-16	9-1-16	\$933.88	\$949.68	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7-25-15	9-1-15	\$906.18	\$933.88	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Rents are to the best of my knowledge		\$841	\$906.18	Yes	No
The information left blank is because I can't recall or locate records as I am a tenant of almost 25 yrs		\$773	\$841	Yes	No
		\$671	\$773	Yes	No
		\$600	\$671	Yes	No
		\$580	\$600	Yes	No

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

Planda L. Smith
 Tenant's Signature

1-26-19
 Date

 Tenant's Signature

 Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

402

Statement against rent increase due to capital improvement-Window Replacement-Case # L18-0173

The window replacement has not benefited me. Since the windows no longer have screens I do not feel that I am able to open the windows unless I want to invite birds, mosquitoes and other flying insects into my apartment, which is not safe or pleasant. I was informed that one of my neighbors even had a bat fly into his apartment. I have not and will not open my windows.

In years past as a longtime resident instead of having to rely on a fan when it was warm (and increase electricity costs) I had been able to just open the windows and my apartment would cool down. I no longer have that option without worrying about unwanted little creatures. I also no longer have the option of airing out the apartment. This creates a ventilation issue.

The windows may be cosmetically pleasing on the outside, but that does not benefit me as someone who always has the blinds closed due to real safety and privacy concerns. I was content with the previous windows and now not only are the windows not a benefit it has resulted in adversely affecting me. I am currently paying a capital improvement which may have not benefited me, but it did not adversely affect me like this one. I am therefore contesting this proposed rent increase based upon a capital improvement.

Yplanda L. Small

1-26-19

000198

MERRITT ON



7/31/2016

Yolanda Smith and All Other Occupants
1130 3rd Avenue #402
Oakland, CA 94606

30-DAY NOTICE OF CHANGE OF MONTHLY RENT

Dear Yolanda Smith and All Other Occupants,

We would like to take this time to thank you for selecting Merritt on 3rd as your home. We value your continued residency and hope that you are enjoying all of the recent improvements and upgrades to the community.

All residents and all other occupants in possession of the premises located at the above address are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this notice, or September 1, 2016, whichever is later, your total monthly rental charges, (which may include any existing, applicable parking and/or pet premiums) which is payable on or before the first day of each month, will be the sum of **\$949.68** instead of **\$933.88**.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect. If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

The City of Oakland Rent Adjustment Program, pursuant to chapter 8.22, approved a CPI Rent Adjustment of 2.0% for the fiscal year of 2016/2017.

Pursuant to the City of Oakland Ordinance 8.22.070 H 1 c, and if this adjustment to your rent exceeds that which is allowed under the CPI Rent Adjustment, you have the *right to request in writing* a "summary of the justification for the amount of rent increase in excess of the CPI Adjustment."

Herewith is such a summary:

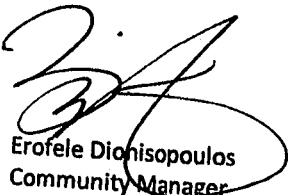
Your rent adjustment is comprised of the following elements as follows: 2016/2017 CPI Increase to base rent, **\$15.80**; existing Capital Pass Through, **\$143.70**. The total amount is **\$159.50**.

Your new monthly rate will be effective September 1, 2016.

Please be advised that you may contest any increase in excess of approved increase by filling a petition with the Rent Adjustment Program using Rent Program's form, within (60) days of receiving a notice of rent increase. Pursuant to City of Oakland Ordinance 8.22.070 D 1: While a Tenant petition is pending, a Tenant must pay when due pursuant to the rent increase notice, the amount of the rent increase that is equal to the CPI Rent Adjustment. If the Tenant files a petition the minimum total rent that must be paid until the matter is heard and settled is \$949.68 (Current rent of \$790.18 plus the 2.0% CPI rent adjustment of \$15.80, existing Capital Pass Through of \$143.70).

If you should have any questions regarding your new rental rate, please feel free to contact me directly at (510) 893-3764 or via email at merritton3rdmgr@greystar.com.

Best Regards,


Erofele Dionisopoulos
Community Manager
Merritt on 3rd

CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243
Department of Housing and Community Development
Rent Adjustment Program



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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

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

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

TENANTS' SMOKING POLICY DISCLOSURE

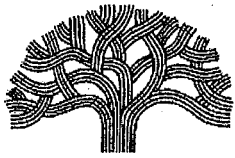
- Smoking (circle one) IS or IS NOT permitted in Unit 402 the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Signed) _____

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

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

Baun Thoàng Baun quyeàn löi cuúa ngöðöi thueâ trong Oakland nây cuông cöu baêng tieáng Vieät. Ñeá cöu möät baun sao, xin goii (510) 238-3721.



CITY OF OAKLAND

RECEIVED

FEB - 5 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>HUI DAN CHEN</i>	Complete Address (with Zip Code) <i>1130 3RD AVE #403 OAKLAND CA 94606</i>	Telephone <i>5</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 WAYNE AVB. OAKLAND CA 94606</i>	Telephone <i>7</i>

Number of Units on the parcel: 97

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 1996

Date you moved into this unit: 1996

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

Yes No

Initial Rent: \$ 620

Initial rent included (please check all that apply)

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

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

Yes No

000201

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

Hui Pan Chen
Tenant's Signature

1/16/19
Date

Tenant's Signature

Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Hein Dan Chen
Tenant's Signature (for Mediation)

1/26/19
Date

Tenant's Signature (for Mediation)

Date

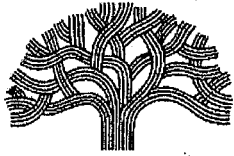
#403

WRITTEN STATEMENT FROM UNIT #403 (HUI CHEN)

There are several reasons why a rent increase to cover the cost of the new windows is unfair. First, the windows are surely a cosmetic improvement to the building. However, these windows have actually worsened the quality of life for residents. Prior to the new windows, there were window screens that prevent bugs and other unwanted items from entering our unit. The new windows do not have any screens and make it exceptionally easy for leaves, mosquitos, and other bugs from entering inside our unit. As a result, we spend most of our days with the window closed to prevent this from happening. This leads to very poor ventilation inside our unit. Another main concern revolves around the difference between a standard and luxury building. We moved into this building when it was advertised as a standard building; thus, expecting standard units. However, after the sale of the building, units are now advertised as a luxury. This shift was unexpected and uncontrollable for residents that moved in prior to the sale. These residents should definitely not be expected to receive drastic rent increases because of this unexpected change.

000204

2019 JAN 31 AM 9:50



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name SENER AKYOL	Complete Address (with Zip Code) 1130 3rd Ave Apt 408 OAKLAND CA 94606	Telephone 415 --
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 Wayne Ave OAKLAND CA 94606	Telephone -- --

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 08/27/2014

Date you moved into this unit: 09/20/2014

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

Yes No

Initial Rent: \$ 2425.00

Initial rent included (please check all that apply)

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

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

Yes No

000205

Please list the date you first received the Notice to Tenants 01/02/2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$2515.00	Yes	No

Contested Justification(s) for Rent

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

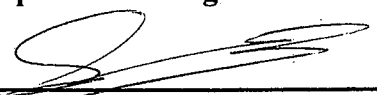
- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1/30/2019

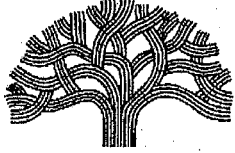
 Date

 Tenant's Signature

 Date

Important Information

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



CITY OF OAKLAND

2019 APR 19 AM 10:33

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Fatima Fields	Complete Address (with Zip Code) 1130 3rd Ave # 410 Oakland, CA 94606	Telephone
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 180

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 1996

Date you moved into this unit: 1996

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

Yes No

Initial Rent: \$ 610

Initial rent included (please check all that apply)

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

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

Yes No

000207

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

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

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
SUBTOTAL:			

Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
Window Replacement /1bed apartment/ 2 windows total	\$411,393.48	02/13/2018	08/10/2018	See list
Window Replacement /2bed Apartment/ 3 windows total	\$2,468,360.90	02/13/2018	08/10/2018	See list
SUBTOTAL:				

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Felipe Fed

Tenant's Signature (for Mediation)

3-4-19

Date

Tenant's Signature (for Mediation)

Date

Please list the date you first received the Notice to Tenants Mar 4th 2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

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

Verification

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

Fatima Farid
 Tenant's Signature

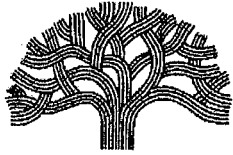
3-4-19
 Date

 Tenant's Signature

 Date

Important Information

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



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -7 PM 3:41

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Chuluunbaatar Tsevelmaa</i>	Complete Address (with Zip Code) <i>1130 3rd AVE #509 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>Uzme Gombo</i>	Complete Address (with Zip Code) <i>1130 3rd AVE #509 Oakland, CA 94606</i>	Telephone <i>(510) 238-3721</i>

Number of Units on the parcel: # 509

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: July 6, 2011

Date you moved into this unit: July 7, 2011

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

Yes No

Initial Rent: \$ 1,917⁸²

Initial rent included (please check all that apply)

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

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

Yes No

000211

Please list the date you first received the Notice to Tenants 01/07/19

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	
6/29/2012	Aug 1, 2012	\$ 1,499 ^{HT}	\$ 1,643 ^{HT}	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/25/2014	Sep 1, 2014	\$ 1,643 ^{HT}	\$ 1,820 ^{HT}	Yes <input type="checkbox"/> No <input type="checkbox"/>
11/25/2013	Dec 01, 2013	\$ 1,643 ^{HT}	\$ 1,756 ^{HT}	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7/25/2015	Sep 1, 2015	\$ 1,820 ^{HT}	\$ 1,880 ^{HT}	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"/>

Contested Justification(s) for Rent

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

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

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

Verification

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

Chulvanboon Tsevelman
Tenant's Signature

02.05.19
Date

Chuan Gombo
Tenant's Signature

02/05/19
Date

Important Information

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

information, please call: 510-238-3721.

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File Review

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MEDIATION PROGRAM

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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.

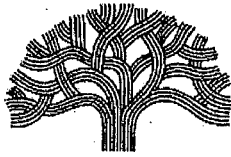
I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no

Chelovunha-dan Tsevelmaa
Tenant's Signature (for Mediation)

02.03.19
Date

Uyane Combo
Tenant's Signature (for Mediation)

02/05/19
Date



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name KAR YEE YAN	Complete Address (with Zip Code) 1130 3RD AVE. #603 OAKLAND, CA 94606	Telephone
Your Representative's Name JAMES E. VANN	Complete Address (with Zip Code) 251 WAYNE AVE OAKLAND, CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: JUNE, 1998

Date you moved into this unit: JUNE, 1998

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

Yes No

Initial Rent: \$ 914.21

Initial rent included (please check all that apply)

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

CAPITAL IMPROVEMENTS

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

Yes No

Please list the date you first received the Notice to Tenants 1/4/2019

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 (RENT + PARKING INCLUDE)		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
7/25/15	9/1/15	\$972.73	\$1,007.60	Yes <input checked="" type="checkbox"/> No
6/3/14	8/1/14	\$917.14	\$942.00	Yes <input checked="" type="checkbox"/> No
5/31/12	7/1/12	\$892.47	\$917.14	Yes <input checked="" type="checkbox"/> No
10/29/10	12/1/10	\$870.85	\$892.47	Yes <input checked="" type="checkbox"/> No
10/30/09	12/1/09	\$854.28	\$870.85	Yes <input checked="" type="checkbox"/> No
10/1/08	12/1/08	\$839.00	\$854.38	Yes <input checked="" type="checkbox"/> No
		\$	\$	Yes <input checked="" type="checkbox"/> No

Contested Justification(s) for Rent

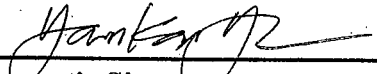
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

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

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

Verification

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


 Tenant's Signature

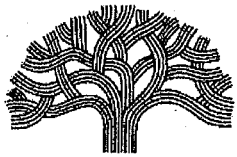
1/31/2019
 Date

 Tenant's Signature

 Date

Important Information

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



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:50

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Timothy Scarfe + Carrie Voldengen +</i>	Complete Address (with Zip Code) <i>1130 3rd Ave. # 704 Oakland, CA 94606</i>	Telephone <i>-</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland CA 94606</i>	Telephone <i>-</i>

Number of Units on the parcel: 118

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 4/26/14

Date you moved into this unit: 5/3/14

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

Yes No

Initial Rent: \$ 2,450

Initial rent included (please check all that apply)

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

Sewer

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

Yes No

000216

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$ 2450	\$ 2499	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

T. Scarle

Tenant's Signature

CAROL A. WIDENGER

Tenant's Signature

1/29/19

Date

1/29/19

Date

Important Information

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

Statement

#704

The new windows have not made a material improvement to our living situation.

The windows have not negated the mold problem which still persists beneath most windows in each room.

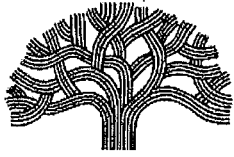
We are unable to keep any windows open due to the screens which were removed. Not only do insects come in but our cat - which we pay a monthly pet fee to the building for - escaped onto the ledge after pushing a window further open. There is no solution to this.

It has also not been discernably warmer in winter than it was with the old windows.

They do look a lot better from outside the building, which appears to have been the major consideration by management.

Tim Scarfe & Carrie Voldengen

2019 JAN 31 AM 9:48



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Wen-hwa Ju	Complete Address (with Zip Code) 1130 3rd Ave. #707 Oakland, CA 94606	Telephone
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland, CA 94606	Telephone

Number of Units on the parcel: 1

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 03/18/2000

Date you moved into this unit: 03/18/2000

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

Yes No

Initial Rent: \$ 820.00

Initial rent included (please check all that apply)

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

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

Yes No

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
	Initial Rent: \$820.00 03/18/2000 Oct. 2016	\$ 1276.55	\$ 1299.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
Initial rent	March, 2000	\$ 820.00	\$ 820.00	<input type="checkbox"/>	<input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

Tenant's Signature *J. Venkova*

01/27/2019

Date

Tenant's Signature

Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM



2019 FEB -7 PM 2:33

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L 18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Valerie A McCoy</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #708 Oakland CA 94606</i>	Telephone _____
Your Representative's Name <i>James Van</i>	Complete Address (with Zip Code) <i>251 Wayne Oakland CA 94606</i>	Telephone _____

Number of Units on the parcel: 96

Are you current on your rent? Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 1/31/11

Date you moved into this unit: 1/31/11

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

Yes _____ No

Initial Rent: \$ 1390.00

Initial rent included (please check all that apply)

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

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

Yes No (*out of town*) *Sept*

Please list the date you first received the Notice to Tenants *Aug 2014*

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.

Response date had passed

000222

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	
Aug 2014	Sept 2014	\$ 1440 1390	\$ 14750 1500	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

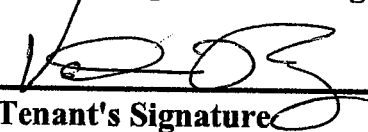
Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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



 Tenant's Signature

2-7-19

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. **000223**

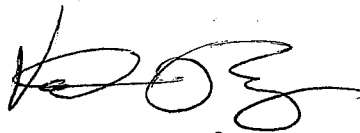
#708

I am contesting this rent increase because

- a) The windows resulted in cracks in the window frame and near the ceiling
- b) The unit I live in has mold on the bathroom ceiling because there is not a working fan in the bathroom
- c) There are 3 electrical outlets in my unit that do not work and are uncovered I have to use extension cords and power strips
- d) I have ongoing plumbing issues that are not readily dealt with
- e) Lighting issues: The kitchen light goes out from time to time. It usually takes maintenance about a week to fix it forcing me to put a lamp in the kitchen.

When they had to replace my stove they put one in that doesn't fit. It doesn't sit flush with the wall. And the laundry room needs to be fixed and the machines leak water, severely

Valerie McCoy
1136 3rd Ave #708
Oakland CA 94606


2-7-19

000224

Services Needed in my unit 708

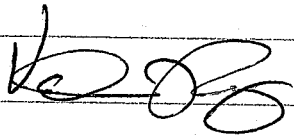
Electrical Outlets need to be fixed & covered

Mold in bathroom ceiling

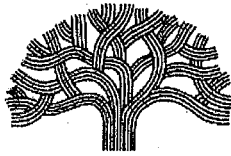
Electrical Issues in kitchen

Kitchen plumbing. Leaking Dishwasher
leaky faucet, & warm water from the cold
faucet

Kitchen stove does not sit flush with wall



2-7-19



CITY OF OAKLAND

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:48

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Sheila Ng</i>	Complete Address (with Zip Code) <i>1130 3rd Ave # 801 Oakland, CA 94606</i>	Telephone <i>...</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>...</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 2/2/2005

Date you moved into this unit: 2/2/2005

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

Yes _____ No X

Initial Rent: \$ 1,050.-

Initial rent included (please check all that apply)

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

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

Yes X No _____

Please list the date you first received the Notice to Tenants 11/6/2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
7/25/2015	9/11/2015	\$1285.10	\$1354.13	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6/3/2014	8/1/2014	\$1210.10	\$1379.11	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5/3/2012	7/1/2012	\$1143.97	\$1280.16	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10/3/2009	12/1/2009	\$1120.44	\$1214.03	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Debt Service

Capital Improvements

Uninsured Repair Costs

Increased Housing Service Costs / Decreased service

Constitutional Fair Return

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

Verification

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

Tenant's Signature [Signature] #418-0173
Apt 801

Date 11/28/2019

Tenant's Signature _____

Date _____

Important Information

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

- Cost of capital improvements should be share with all of the tenants, not just 97 units.
What is the criteria for choosing the 97 units
- Windows improvement not meet the standard
Windows will automatically closed during the windy day, no knob was installed to the window.

2019 JAN 31 AM 9:49



RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18 - 0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name MARCELLUS MCGREW	Complete Address (with Zip Code) 1130 3RD AVE APT 804 OAKLAND CA 94606	Telephone
Your Representative's Name JAMES VAN N	Complete Address (with Zip Code) 251 WAYNE AVE OAKLAND CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 6-8-85

Date you moved into this unit: 6-8-85

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

Yes No

Initial Rent: \$ 635.00

Initial rent included (please check all that apply)

() Gas () Electricity (Water (Garbage () Parking () Storage () Cable TV ()

Other (if other please specify)

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

Yes No

Please list the date you first received the Notice to Tenants 3-15-2005

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.

1-23-19

To Whom it may concern;

I Marcellus McGrew at 1130 3rd Ave APT# 804 Oakland Ca. 94606 am protesting the proposed rent increase based on Capital Improvements for replacement of the windows at the cost of \$2.8 million. To me this is an inflated amount of money.

I am opposed to my rental increase because I am already paying a Capitol Improvement cost from September 2014.

This latest capitol improvement fee, will be the third one that I have received since I've been a resident here. This one at the cost of \$12,704.80, I feel is excessively high. Excessively high.

Thank you for your time in this matter

Marcellus McGrew



000230

MERRITT ON



#804

7/31/2016

Marcellus McGrew and All Other Occupants
1130 3rd Avenue #804
Oakland, CA 94606

30-DAY NOTICE OF CHANGE OF MONTHLY RENT

Dear Marcellus McGrew and All Other Occupants,

We would like to take this time to thank you for selecting Merritt on 3rd as your home. We value your continued residency and hope that you are enjoying all of the recent improvements and upgrades to the community.

All residents and all other occupants in possession of the premises located at the above address are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this notice, or September 1, 2016, whichever is later, your total monthly rental charges, (which may include any existing, applicable parking and/or pet premiums) which is payable on or before the first day of each month, will be the sum of **\$1,199.71** instead of **\$1,179.00**

Except as herein provided, all other terms of your tenancy shall remain in full force and effect. If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

The City of Oakland Rent Adjustment Program, pursuant to chapter 8.22, approved a CPI Rent Adjustment of 2.0% for the fiscal year of 2016/2017.

Pursuant to the City of Oakland Ordinance 8.22.070 H 1 c, and if this adjustment to your rent exceeds that which is allowed under the CPI Rent Adjustment, you have the *right to request in writing* a "summary of the justification for the amount of rent increase in excess of the CPI Adjustment."

Herewith is such a summary:

Your rent adjustment is comprised of the following elements as follows: 2016/2017 CPI increase to base rent, **\$20.71**; existing Capital Pass Through fee, **\$143.70**. The total amount is **\$164.41**.

Your new monthly rate will be effective September 1, 2016.

Please be advised that you may contest any increase in excess of approved increase by filling a petition with the Rent Adjustment Program using Rent Program's form, within (60) days of receiving a notice of rent increase. Pursuant to City of Oakland Ordinance 8.22.070 D 1: While a Tenant petition is pending, a Tenant must pay when due pursuant to the rent increase notice, the amount of the rent increase that is equal to the CPI Rent Adjustment. If the Tenant files a petition the minimum total rent that must be paid until the matter is heard and settled is **\$1,199.71** (Current rent of **\$1,035.30**, plus the 2.0% CPI rent adjustment of **\$20.71** and Capital Pass Through charge in the amount of **\$143.70**).

If you should have any questions regarding your new rental rate, please feel free to contact me directly at (510) 893-3764 or via email at merritton3rdmgr@greystar.com.

Best Regards,

Erofele Dionisopoulos
Community Manager
Merritt on 3rd

Please see reverse side for Notice to Tenants of Residential Rent Adjustment Program.

000231

CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243
Department of Housing and Community Development
Rent Adjustment Program



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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

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

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

TENANTS' SMOKING POLICY DISCLOSURE

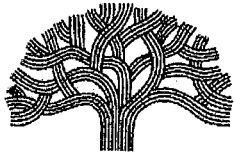
- Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking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

I received a copy of this notice on _____ (Signed) _____

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

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

Baun Thoang Baun queyan löri cuua ngöðöi thea trong Oakland nay cung cou baeng tieang Viet. Nea cou moät baun sao, xin goii (510) 238-3721.



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Hong Chao Liang	Complete Address (with Zip Code) 1130 3rd AVE #805 Oakland CA 94606	Telephone
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 9/1/1997

Date you moved into this unit: 9/1/1997

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

Yes No

Initial Rent: \$ 650

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 10/1/2008

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	
7/1/2016	9/1/2016	\$ 1019	\$ 1039	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/3/2014	8/1/2014	\$ 911	\$ 1019	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
10/1/08	12/1/08	\$ 770	\$ 890	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3/1/03	5/1/03	\$ 680	\$ 770	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/31/01	10/1/01	\$ 650	\$ 680	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"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

Henry Chiu-Lung
 Tenant's Signature

1/26/19
 Date

 Tenant's Signature

 Date

Important Information

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

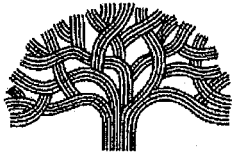
#805

Contested Justifications for Rent

The new windows are an aesthetic improvement for the building, but the windows have not improved quality of life for residents.

There's black mold in the bathroom.
the carpet was more than 20 years old,
and it is molded. The heater didn't work
for twenty years.

2019 JAN 31 AM 9:47



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Allegra Mitchell</i>	Complete Address (with Zip Code) <i>1130 3rd Ave APT 901 Oakland, Ca 94606</i>	Telephone <i>-</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, Ca 94606</i>	Telephone <i>-</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 9/26/2015

Date you moved into this unit: 9/26/2015

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

Yes No

Initial Rent: \$ 2,755.66

Initial rent included (please check all that apply)

() Gas () Electricity Water Garbage Parking () Storage () Cable TV Other

(if other please specify)
Pet Rent (\$50)

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

Yes No

Please list the date you first received the Notice to Tenants 08/01/2016

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
08/01/2016	09/01/2016	\$ 2,544	\$2,594.88	Yes <input checked="" type="checkbox"/>	No
		\$ 2,594.88	\$ 2,672.82	Yes	No <input checked="" type="checkbox"/>
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
	Current Rent	\$ 2,874.09	\$	Yes	No

Contested Justification(s) for Rent

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

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

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

Verification

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

Allen [Signature]
Tenant's Signature

01/27/2019
Date

[Signature]
Tenant's Signature

01/24/2019
Date

Important Information

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

901

1/26/2019

To Whom it may concern,

My name is Allegra Mitchell and I am the tenant on the lease in apt 901 at Merritt on 3rd. I, and 96 other residents were served by the owners of this building with a Property Owner Petition for Approval of Rent Increase to pay for \$2.9 Million dollars of "Capital Improvements" for the building. The "Capital Improvements" are in reference to the windows that all units in this building have, yet only 97 residents are responsible for paying for them.

When I moved in, in 2015, the old windows came standard with the unit. In 2017, we received notices that the windows needed to be replaced. We were told the new windows were energy efficient and superior to the current windows at the time. We also had no choice to either opt in or out of the window replacement, nor were we ever informed that we as residents would eventually have to pay for the new windows. The windows were installed poorly, and no screens were provided at the time of installation. I pay an additional rent for my pet (\$50 per month) and the lack of screens are a danger to him since my unit is over 100 ft from the ground. This forces me to keep my windows closed and secure therefore I cannot fully ventilate my unit due to this risk. That constitutes as a "Decrease in Housing Service Cost" and quality of life for my household. I also find this rental increase unjust because if the windows were that much of a "capital improvement" then why didn't the residents on the first floor benefit these improved windows if they were so essential to the building?

According to the financial records, KW Lake Merritt LLC paid for the contracting, installation and window materials in a series of sixteen payments. Why is KW Lake Merritt LLC trying to recoup their costs by raising rent for a business initiative decided upon by KW Lake Merritt LLC? I personally do not feel financially obligated to support a business in any additional way; other than my monthly rent for services rendered. I feel no responsibility to recoup a cost for a business who didn't have the liquidity to pay for windows they couldn't afford. As an independent American citizen - that's not my responsibility.

Regards,



Allegra Mitchell (#901)
Case number: L18-0173

000238

GREYSTAR



ACCOUNT INFORMATION

CUSTOMER ACCOUNT	896263093-001		
CUSTOMER NAME	ALLEGRA MITCHELL		
SERVICE ADDRESS	1130 3RD AVE APT 901		
UTILITY BILLING PERIOD	11/14/2015-12/13/2015	DAYS BILLED	30

22857

Please contact your leasing office for information about lease related charges:
Merritt on 3rd #53014 (510) 893-3764
1130 3RD AVE, OAKLAND, CA, 94606



SERVICE TYPE

DESCRIPTION

AMOUNT

Base rent - February	Gross Mkt Rent Potential	\$2,544.00
Garage		\$150.00
Pet Premium		\$50.00
Resident Point of Lease Ins Payable		\$14.50
Allocated Water Service		\$29.84
Allocated Sewer Service		\$26.24
Trash Service		\$25.58
Service Fee		\$3.07
Total Current Charges		\$2,843.23
Balance Forward		\$0.00

non-refund



CUSTOMER INFORMATION

To make a payment logon to www.merritt3rd.com
Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at www.nwppresident.com.

DUE DATE:

02/01/2016

NET AMOUNT DUE

\$2,843.23



INFORMATION CENTER

Your payment is due on the 1st of the month. A late fee will be assessed in accordance with you lease. Payments received after the 7th of the month are not reflected on this statement. To ensure prompt and accurate processing, please include your apartment number when remitting payment. A NSF fee will be charged in accordance with your lease for any returned check. You are obligated to pay all charges described in your lease whether or not listed on this statement. Should you have any questions or want details about the utility portion of your statement, you may contact NWP's Customer Service Department at (888) 679-6455.

See reverse for disclosures and resident services contact information.
Referase por favor al otro lado de esta factura para ayuda en español.

↑ PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ↑

Merritt on 3rd #53014
1130 3RD AVE
OAKLAND, CA 94606

**Please remit your payment to
your community.**



GREYSTAR

CUSTOMER ACCOUNT	896263093-001
RESIDENT NUMBER	t1077310
APARTMENT NUMBER	901
NET AMOUNT DUE	\$2,843.23
BILLING DATE	01/15/2016
DUE DATE	02/01/2016
AMOUNT PAID	
CHECK NUMBER	



T165/P393 *AUTO**ALL FOR AADC 945
ALLEGRA MITCHELL
1130 3RD AVE APT 901
OAKLAND, CA 94606



000239

GREYSTAR



Please contact your leasing office for information about lease related charges:
Merritt on 3rd #10161 (1130 3RD AVE, OAKLAND, CA, 94606

22857

ACCOUNT INFORMATION			
CUSTOMER ACCOUNT	896263093-001		
CUSTOMER NAME	ALLEGRA MITCHELL		
SERVICE ADDRESS	1130 3RD AVE APT 901		
UTILITY BILLING PERIOD	12/14/2016-01/13/2017	DAYS IN BILLED	31

DESCRIPTION	AMOUNT
Base Rent - March	\$2,594.88
Pet Rent - March	\$50.00
Garage	\$150.00
Guest Services	\$10.00
Allocated Water Service	\$21.67
Allocated Sewer Service	\$22.60
Trash Service	\$25.58
Service Fee	\$4.00
Market Rent	
Garage Income	
Total Current Charges	\$2,878.73
Balance Forward	\$0.00
PREPAID 03/01/2017	NET AMOUNT DUE \$2,878.73

non-refered

CUSTOMER INFORMATION
<ul style="list-style-type: none"> To make a payment logon to www.merritt3rd.com Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at https://one.nwpresident.com/.

INFORMATION CENTER

Your payment is due on the 1st of the month. A late fee will be assessed in accordance with your lease. Payments received after the 7th of the month are not reflected on this statement. To ensure prompt and accurate processing, please include your apartment number when remitting payment. A NSF fee will be charged in accordance with your lease for any returned check. You are obligated to pay all charges described in your lease whether or not listed on this statement. Should you have any questions or want details about the utility portion of your statement, you may contact NWP's Customer Service Department at (888) 679-6455.

See reverse for disclosures and resident services contact information.
Referase por favor al otro lado de esta factura para ayuda en español.

PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ↑

Merritt on 3rd #10161
1130 3RD AVE
OAKLAND, CA 94606

Please remit your payment to
your community.



GREYSTAR

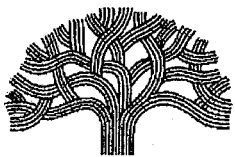
CUSTOMER ACCOUNT	896263093-001
RESIDENT NUMBER	t0183751
APARTMENT NUMBER	901
NET AMOUNT DUE	\$2,878.73
BILLING DATE	02/22/2017
DUE DATE	03/01/2017
AMOUNT PAID	
CHECK NUMBER	



ALLEGRA MITCHELL
1130 3RD AVE APT 901
OAKLAND, CA 94606



000240



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 28 PM 12:40

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Juste Sun</i>	Complete Address (with Zip Code) <i>1130 3rd AVE Apt #903 OAKLAND, CA 94606</i>	Telephone <i>(510) 531-1111</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne AVE OAKLAND, CA 94606</i>	Telephone <i>(510) 531-1111</i>

Number of Units on the parcel: 903

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 12/01/1996

Date you moved into this unit: 12/01/1996

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

Yes _____ No X

Initial Rent: \$ 500

Initial rent included (please check all that apply)

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

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

Yes _____ No _____

000241

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___

Contested Justification(s) for Rent

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

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

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

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

Verification

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

 Tenant's Signature

01-26/2019

 Date

 Tenant's Signature

 Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).


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



Tenant's Signature (for Mediation)

01/26/2019

Date

Tenant's Signature (for Mediation)

Date

903

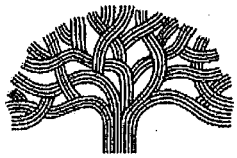
Julie Sun
1130 3rd Ave, Apt#903
Oakland, CA 94606
Tel:

During the past 21 years that I have been living in this apartment, the carpets, the dishwasher, the kitchen cupboards were never replaced, and the apartment was never repainted. When my old stove broke down last year, it was replaced with a second-hand stove -- that was the only thing that was replaced in the past 22 years - except the windows.

The previous windows were of much better quality - they were sliding windows and had mosquito nets. The new windows are of much lower quality, open toward outside and don't have mosquito nets - dealing with flies, bugs and mosquitoes in my apartment on a daily basis doesn't make the quality of my life better, but worse.

Charging extra in the name of capital improvement under such a circumstances doesn't make sense.

000244



CITY OF OAKLAND

RECEIVED
FEB - 5 2019
RENT ADJUSTMENT PROGRAM
OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name VLADIMIR PETKOVIC	Complete Address (with Zip Code) 1130 3rd Avenue #909 Oakland, CA 94607 (Herritt on 3rd)	Telephone
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVENUE, Oakland, CA 94606	Telephone

Number of Units on the parcel: _____

Are you current on your rent? Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: June 3, 2015

Date you moved into this unit: June 7, 2015

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

Yes _____ No No

Initial Rent: \$ _____

Initial rent included (please check all that apply)

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

None of the above

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

Yes ~~Yes~~ No _____

000245

Please list the date you first received the Notice to Tenants 7/1/2016

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
Management was not able to provide		\$	\$	Yes	No
we with copies of any Notices to		\$	\$	Yes	No
Tenants. They did not maintain the		\$	\$	Yes	No
archive and did not send those electronically.		\$	\$	Yes	No
they did deliver a notice a year, but no copies of leases		\$	\$	Yes	No
Notices are available. I have received a notice in		\$	\$	Yes	No
2016, 2017 and 2018.		\$	\$	Yes	No

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

V. PETKOVIC
Tenant's Signature

1/31/2019
Date

Tenant's Signature

Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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.

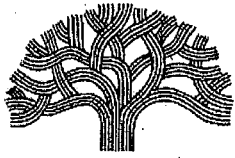
I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 JAN 31 AM 9:48

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Kherra Williams</i>	Complete Address (with Zip Code) <i>1130 3rd Ave Apt. 910 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann 251 Wayne Ave Oakland, CA 94606</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: Nov. 2012

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

Yes No

Initial Rent: \$ 2000.00

Initial rent included (please check all that apply)

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

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

Yes No

000248

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
	2013	\$ 2000.00	\$ 2300	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

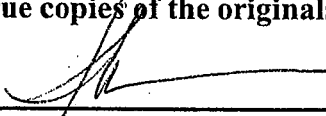
- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1/27/18

 Date

 Tenant's Signature

 Date

Important Information

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

Apt. 910

11/25/19

I Pherra Williams, am Contesting the rent increase for the following reasons:

When moving into (Regency Tower) which is what Meritt on 3rd was then named. It was a affordable Apartment complex with rent control. My rent started at \$ 2000 and now it has spiked up to \$ 2300 and counting from so called "improvements". The new owners are trying to turn Meritt on 3rd into a luxury building funded by us tenants. Which I did not bargain for ~~or~~ nor can I afford. I also don't think it's just for Meritt on 3rd owners to pick and choose which apartments get the increase for windows. Every unit has the same windows. The new windows are inadequate to the amount spent. They do not have screens, and it hasn't changed the mold/mildew in my unit. As well as it leads to many insects entering my unit. Which is not acceptable. Sincerely, Pherra Williams

Apt. 910

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:46



RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18 - 0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Karolina Zachoszcz + Juan Romero	Complete Address (with Zip Code) 1130 3 rd Ave # 1001 Oakland, CA 94606	Telephone TM - - - - -
Your Representative's Name James Vann	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes X No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 24 Jan 2012

Date you moved into this unit: 02 Feb 2012

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

Yes _____ No X

Initial Rent: \$ 1369.00

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV

Other (if other please specify)

pet rent

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

Yes X No _____

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$	Yes ___ No ___
		\$	\$ 1525.35	Yes <input checked="" type="checkbox"/> No ___

Contested Justification(s) for Rent

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

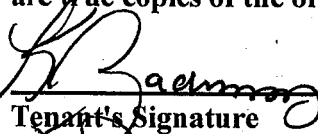
Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

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

Verification


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



 Tenant's Signature

30 Jan 19

 Date



 Tenant's Signature

113011A

 Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

000253

30Jan19

#1001

To Whom It May Concern,

The quality of life at Merritt on Third has been decreasing consistently since the building was purchased by Kennedy Wilson. Frequent complaints to the various management companies that Kennedy Wilson has employed over the years has fallen on deaf ears and numerous issues were never addressed adequately. Several times I have attempted to follow-up on issues; however, the management changes frequently and proper records are not maintained.

Mold is a constant issue in the building for many tenants. I have attached photographs of the mold that is directly below my new windows in my unit. I have had maintenance come to clean and paint several times in the past; however, the mold continues to return. The new windows were supposed to remedy this issue; however, to this day mold grows on the wall underneath the window as well as on the carpeting. The new windows also do not open nearly as far as the previous windows. This creates an air circulation issue. The bathrooms come with no ventilation or fans. I previously relied on the larger windows to air out the moisture from the bathroom. Now the bathroom is constantly moist and I rely on my own free-standing fans to dry the bathroom after showers/ baths.

After the windows were replaced, many of the residents were left with large holes in the walls directly next to the windows for several months. A crew eventually came in to fix this issue; however, the paint job was done incredibly poorly and is patchy in many places.

The new windows have presented issues that tenants have not dealt with in the past. Due to the lack of screens, several units are plagued with bugs. One tenant even told me that he had a bat stuck in his apartment for several days. The units on the lower levels have an increased problem with this as there are trees surrounding the building on three sides. Cats are allowed in the building; however, residents with cats are unable to leave their windows open due to safety concerns due to the lack of screens.

The security in the building is lacking. Previously we had a security guard patrolling all night. Currently, it is rare to see any security in the building. We were told that there would be a security guard on site during night-time hours. That service has been discontinued by the building without any advisement to the tenants. The security service is currently offsite and has to be dispatched by their call center, which creates a lengthy delay in security services. There have been several incidents in which the lack of security in the building has created a big safety issue in the building, including a building employee who was attacked by a homeless person who regularly lodged in the stairwell between the 17th and 18th floors. The police were called numerous times, but the building management refused to press charges. Many fob-entries into the building break regularly and are not serviced in a timely manner. The fob entrance between the lobby and elevator area has not worked for several years, except for a short time of perhaps one month during which the entry was secure. The gate to access the garbage area from the public street is regularly left unlocked. This gate leads directly to the "secure" interior of the building. Currently, one side entrance to the courtyard is broken and the door does not unlock at all. The courtyard lights have been inoperable for the past week, and at nighttime the courtyard is pitch-black.

The laundry room is grossly inadequate for a building of Merritt On Third's size. There are 11 washing machines and 12 driers to accommodate 178 units. Several machines are broken at any given time. Currently three washing machines and five driers are out of order. The building management has not

000254

had these machines repaired in at least one month. On the rare occasion the machines are repaired, they break down soon thereafter. The building offers a laundry service that is far too expensive to be a comparable alternative to doing your own laundry. Oftentimes I resort to driving to a laundromat to do my laundry. In the photographs I have included, all of the machines with notes attached to the front are broken.

The hallways are filthy and smell incredibly badly. I've attached photographs of a few different hallways on various floors in the building. Previously, the carpeting was washed regularly; however, this has not happened in at least the last year. The stairwells in the building are equally filthy. The building is a non-smoking building; however, the 8th floor stairwell is littered with cigarette butts. I have attached photographs of the filth in the stairwells. Additionally, the stairwells smell of urine. To my knowledge, these stairwells have not been cleaned in years.

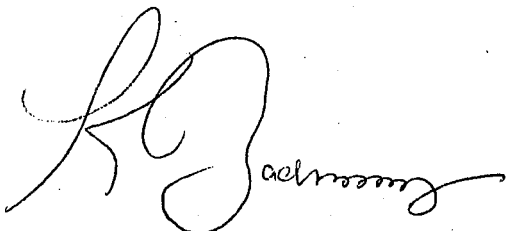
The garbage is also an issue that needs to be addressed. It is unclear if garbage pickup has been reduced by the building, but the dumpsters constantly overflow and there is no room left to put recyclables. The garbage chute regularly backs up and the smell of putrid garbage permeates the hallways. Since general cleaning services have been reduced, the various garbage bins throughout the common areas of the building overflow regularly. Previously, the building employed people to clean every day; however, maintenance services have been greatly reduced. The amount of people currently employed to maintain a building of this size is inadequate, and quality of life in the building has been decreased.

The gym floods every time it rains. There is currently damp smelly carpeting by the front door to the gym. The faux-wood flooring is coming apart at the seams causing large gaps between pieces, and the walls on the interior are falling apart. When the gym was redone several years ago, the building provided towels for use while at the gym, which have all disappeared and have not been replaced. The mirror in the gym bathroom broke and has been missing for over one year.

The current management knows of these issues. The property manager (Sarah Hall) is aware of these issues as she has responded to several bad reviews on Yelp. I have personally spoken to Sarah Hall who has done nothing apparent to remedy the deficiencies in the building.

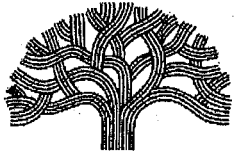
Thank you for your time.

Respectfully,

A handwritten signature in black ink, appearing to read 'Karolina Zachoszcz', written in a cursive style.

Karolina Zachoszcz
1130 3rd Ave Apt 1001
Oakland, California 94606

000255



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:48

UNIT
1003

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name	Complete Address (with Zip Code)	Telephone
Aster Testai	1130 3RD AVE oakland, CA 94606	- - - - -
Your Representative's Name	Complete Address (with Zip Code)	Telephone
James Vahn	251 WAYNE AVE oakland, CA 94606	- - - - -

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 7-31-15

Date you moved into this unit: 6/2013

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

Yes No

Initial Rent: \$ 2,246.00

Initial rent included (please check all that apply)

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

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

Yes No

000256

Please list the date you first received the Notice to Tenants 8/2015

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
8/2016 6/2013	8/2016 6/2013	\$	\$2,244.12	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
8/2015	8/2015	\$	\$2,244.12	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"/>
8/2016	8/2016	\$	\$2,374.13	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

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

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

Verification

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

[Signature]
Tenant's Signature

1.21.2019
Date

Tenant's Signature

Date

Important Information

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information, please call: 510-238-3721.

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

File Review

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MEDIATION PROGRAM

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

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

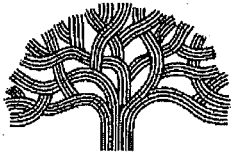
Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

2019 JAN 31 AM 9:48



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Ivan Poena</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #1101 Oakland, CA 94606</i>	Telephone <i>- - - - -</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>- - - - -</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: ⁽¹¹⁻¹³⁾ 12-13-2009

Date you moved into this unit: 12-13-2009

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

Yes No

Initial Rent: \$ 1199.00

Initial rent included (please check all that apply)

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

Ref incl.

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

Yes No

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
12-13-2009	12-13-2009	\$644	\$1199	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Don't have	est. 11-1-2012	\$1199	\$1268.31	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
but more from	est. 10-2015	\$1268.31	\$1319.04	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
30 days	est. 10-2016	\$1319.04	\$1345.42	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	current	\$1345.42	\$1420.42	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"/>

Contested Justification(s) for Rent

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

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

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

Verification

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

 Tenant's Signature

1-26-2019

 Date

 Tenant's Signature

 Date

Important Information

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

#1101

Rent Adjustment Program

250 Frank H. Ogawa Plaza, Ste 5313
Oakland, CA.

RE: Case Number: L18-0173

The Regency towers, a low-income housing tax credit apartment complex, was sold and changed name to 3rd on Merritt; and that started the gentrification process.

Services and amenities like heated pool, working hot tub, working laundry went down.

Now, we have new windows and the new owners is billing the tenants, 98 of the 177.

Once, a working class family building became a building where petty theft happens everyday. Packages disappearing, parking breaks-in, bicycle stoles, ect

Most of us don't mind pay a fair amount for improvements.

000261

10114

lets hope the City of Oakland
have working class citizens in mind; and
provide us with the place of mind
once we enjoyed.

Wain Kern
1130 3rd Ave
#1101
Oakland, CA
94606

2019 JAN 31 AM 9:50



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Vicki Shu</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #1102 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 179

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: April 12, 2013

Date you moved into this unit: May 4, 2013

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

Yes No

Initial Rent: \$ 1977

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants Do not recall

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$ 1877	\$ 1884.08	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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


Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1/24/19

 Date

 Tenant's Signature

 Date

Important Information

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

#1102

January 24, 2019

Dear Oakland Rent Adjustment Board:

I am writing to contest Merritt on 3rd KW Lake Merritt LLC's petition for approval of rent increase on the grounds of Capital Improvements at Merritt on 3rd.

When I decided to move to the Bay Area in 2013, I visited numerous rental properties in San Francisco and Oakland and ultimately chose to live at Merritt on 3rd because of the diversity of its residents. After living in New York City for 15 years, I was looking for a building that reminded me of my previous NYC neighborhoods where residents escaped the heat of their apartments by sitting on their stoops in early summer evenings, where the hallways rang with the murmur of different languages, and where the aromas of ethnic cooking travelled from kitchen windows onto the streets. That is what I found at Merritt on 3rd when I first moved here. When making my decision, I knew the history of the building – that it was previously Section 8 Housing, and as a result of that history, there are some quirks to the infrastructure of the building that can at once be annoying and understandable, as I was not seeking a luxury building; I was seeking community. To that end, the new windows that were installed and cost the owners \$3M is a capital improvement project that seeks to superficially change the building into a luxury building and charging those residents who have been here the longest. The new windows are not much better than the old ones. There are no screens, which is a sanitary and safety issue, as bugs fly into our apartments and some pets could fall out the windows. The windows also do not open enough to allow for proper ventilation in my apartment. My fire alarm is constantly going off when I am cooking even when all my windows are open. Also, during the summer months, when the sun shines more directly into the apartment, the lack of ventilation makes it difficult to cool down. In addition, the lack of ventilation causes black mold to grow under the windows. Finally, the installation of the windows was shoddy – parts of the wall on the perimeter of the windows are still not mended.

I urge you to deny Merritt on 3rd KE Lake Merritt LLC its petition to pass down the cost of its so-called capital improvement onto the most vulnerable residents of our building, some of whom are elderly and speak English as a second language.

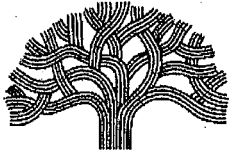
Thank you.



Vicki Shu
1130 3rd Avenue #1102
Oakland, CA 94606

000265

2019 JAN 31 AM 9:49



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Monsieur Joyce	Complete Address (with Zip Code) 1130 3rd Ave Apt 1106 Oakland, CA 94606	Telephone -
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland, CA 94606	Telephone -

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: 11/16

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

Yes No

Initial Rent: \$ 2,943.72

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 1/7/19

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	Yes <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"/>
<u>1/30/19</u>		\$ <u>2,943.72</u>	\$	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

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

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

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

Verification

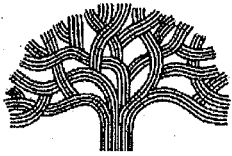
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Monsieur Feyce
 Tenant's Signature
Monsieur Feyce
 Tenant's Signature

1/30/19
 Date
1/30/19
 Date

Important Information

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



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:50

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Jeff Nam Chong Nam</i>	Complete Address (with Zip Code) <i>1130 3rd AVE #1204 Oakland CA 94606</i>	Telephone <i> </i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i> </i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 1, 115 -

Date you moved into this unit: 2/2 2011

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

Yes No

Initial Rent: \$ 1,954.22

Initial rent included (please check all that apply)

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

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

Yes No

000268

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To		
6/13/2012	12/1/2012	\$ 1,500	\$ 1,600	Yes	No
6/13/2014		\$ 1,600	\$ 1,700	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
6/3 2014	8/1 2014	\$ 1,600 ¹⁵	\$ 1,900 ²²	Yes	X No
11/1 2012	12/1 1 2012	\$ 1,500 ¹⁵	\$ 1,600 ¹⁵	Yes	X No

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Decrease housing services

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

[Signature]
Tenant's Signature

11/26/2019
Date

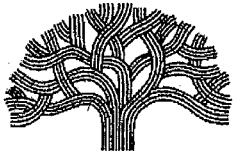
[Signature]
Tenant's Signature

1/26 2019
Date

Important Information

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

2019 JAN 31 AM 11:51



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Yonas Hayos</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #1205 Oakland, CA 94606</i>	Telephone <i>510 238 2211</i>
Your Representative's Name <i>James vanN</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>---</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes _____ No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 07/01/2012

Date you moved into this unit: 07/04/2012

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

Yes _____ No _____

Initial Rent: \$ 1896

Initial rent included (please check all that apply)

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

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

Yes _____ No _____

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
01/10/2019
2019 JAN 31 AM 11:51

Please list the date you first received the Notice to Tenants

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
8/1/2015		\$ 1896	\$ 1950	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8/1/2014		\$ 1950	\$ 2025	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8/1/2016		\$ 2025	\$ 2079	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Decreased housing service

Debt Service


Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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



Tenant's Signature

1/26/19

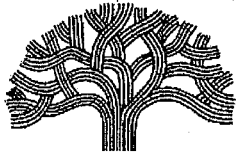
Date

Tenant's Signature

Date

Important Information

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



CITY OF OAKLAND

RECEIVED

12 07 03

RENT ADJUSTMENT PROGRAM

RECEIVED

12 07 03

RENT ADJUSTMENT PROGRAM

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Maya Collins</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #1207 Oakland, CA 94606</i>	Telephone <i>510.7.10.11.1</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>-</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: _____

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

Yes _____ No

Initial Rent: \$ 1590

Initial rent included (please check all that apply)

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

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

Yes No

000272

Please list the date you first received the Notice to Tenants Jan 2011

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
Jun 1 2012	July 1 '12				
Sept Oct 1 2014	Oct 1 '14	\$1590	\$1634.70	Yes	No
Oct 1 2015	Nov 1 '15	\$1634.70	\$1667.20	Yes	No
Aug 1 2016	Sep 1 '16	\$1667.20	\$1722.39	Yes	No
		\$1722.39	\$1755.04	Yes	No
		\$	\$	Yes	No
	plus CPI 143.71	\$	\$	Yes	No
	added w/ the Oct. 2014 increase	\$	\$	Yes	No

Total rent is now 1798.04

Contested Justification(s) for Rent

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

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

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

Verification

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

[Signature]
Tenant's Signature

2/3/19
Date

Tenant's Signature

Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

NOTES

#1207

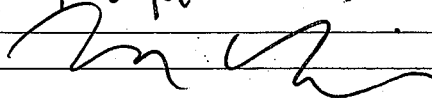
This "improvement" seems unjust as a reason to increase our rent.

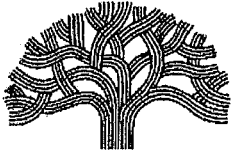
They are not any more or less functional than the previous windows so did not enhance the value of the apartment or increase its useful life.

Furthermore, the management did not inform me of the impending increase, so I did not know of it until I received notice from the city.

Thank you,

Maya Collins





CITY OF OAKLAND

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:48

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Wai Fu Chan	Complete Address (with Zip Code) 1130 3rd Ave Apt 1209 Oakland, CA 94606	Telephone
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland, CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 09/30/1996

Date you moved into this unit: 10/01/1996

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

Yes No

Initial Rent: \$ 660

Initial rent included (please check all that apply)

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

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

Yes No

000276

Please list the date you first received the Notice to Tenants 03/01/2003

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
07/31/2016	09/01/2016	\$1,010.58	\$1,027.69	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
07/27/2015	09/01/2015	\$977.79	\$1,010.70	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

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

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

Verification

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

Wei Q. Chan
Tenant's Signature

01-26-2019
Date

Tenant's Signature

Date

Important Information

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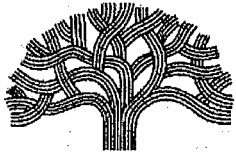
Contested Justification for Rent

1/26/19

Right now, 96 units have to soon pay the capital improvements. Since the cost of capital improvements has passed to the entire buildings, why aren't the other units being charged the capital improvements as well? How were the 96 units selected as well?

The new windows are considered an aesthetic improvement for the building. However, they have not improved quality of life for the residents. There is a lack of ventilation; the new windows don't open fully and provide less ventilation throughout our unit. Because our bathrooms don't have built in ventilators, when the windows are closed there is no air coming into the units. This is bad for our health.

2019 JAN 31 AM 9:50



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name WILLIAM METSON II	Complete Address (with Zip Code) 1130 3RD AVE #1303 OAKLAND, CA 94606	Telephone
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVE., OAKLAND, CA 94606	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: ~~03/16/13~~ 03/16/13

Date you moved into this unit: 03/20/13

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

Yes No

Initial Rent: \$ 2206

Initial rent included (please check all that apply) NONE

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

SEWER

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

Yes No

Please list the date you first received the Notice to Tenants 01/05/19

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
04/02/14	05/01/14	\$ 2206.00	\$ 2510.05	Yes	No <input checked="" type="checkbox"/>
		\$	\$ 2510.05	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

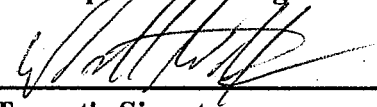
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

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

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

Verification

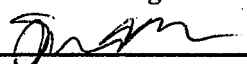
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



 Tenant's Signature

01/03/19

 Date



 Tenant's Signature

01/13/19

 Date

Important Information

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2019 JAN 31 AM 9:49



RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Robert Lieberman</i>	Complete Address (with Zip Code) <i>1130 3rd Ave, #1305 Oakland, CA 94606</i>	Telephone <i>(510) 533-1111 (4 - - - - -)</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave, Oakland, CA 94606</i>	Telephone <i>(510) 533-1111 - - - - -</i>

Number of Units on the parcel: 178
Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 5/24/2013
Date you moved into this unit: 5/26/2013

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

Initial Rent: \$ 2,206.00

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

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

Yes No

Please list the date you first received the Notice to Tenants 5/24/2013

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
07/25/2015	09/01/2015	\$2206	\$2281.12	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$2241	\$2528.10	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

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

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

Verification

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

Robert Telumman

Tenant's Signature

1/26/19

Date

Core Seldon

Tenant's Signature

1/26/19

Date

Important Information

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

#1305

**CONTESTED JUSTIFICATIONS FOR RENT
Merritt on 3rd, Unit 1305 – Case No. L18-0173**

Robert Lieberman and Joie Seldon, Tenants

Decrease of Services in Apartment

Unlike the old windows, the new windows lack screens. This means that on hot days, we must choose between opening windows, thereby allowing insects to fly in, or keeping windows closed and suffering with an overly hot apartment. Furthermore, even when open, the new windows don't open fully, as the previous ones did, and therefore provide significantly less ventilation throughout the unit. This is a *reduction* in quality of life, not an improvement.

The windows have not been maintained, in that they have never been cleaned from the outside since they were installed in March 2017. Given that the windows cover 80% of the wall in each room, having to look outside through nearly two years' worth of accumulated grime has *reduced* our quality of life.

The windows were installed poorly. There were chunks missing in the walls and ceiling resulting from window installation. It was roughly a year after installation that repairs were finally done.

Decrease of Services in Common Areas

Front Entry: Light over building entrance is no longer working, which is a safety hazard

Laundry room: There are always several broken machines and often flooding from the washing machines. Door to enter the room is always stuck open. You have to pass by or near this any time you enter or leave the building so you have to smell laundry and hear the noise of the machines.

Gym: TV's for treadmills, elliptical and bike not working for many weeks.

Outdoor Grills: Not working.

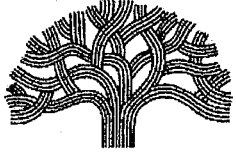
Garage: (lowest level) Constantly has water on the floor and sometimes floods. It is so dirty that where we park and you can't get into the passenger side without stepping in mud. An abandoned limousine and large amount of stuff are in the parking space directly across from ours causing it to stick out 3 feet beyond other cars, limiting the amount of room we have to back our car out.

Garbage Area: The light over this area has been out for months (a safety hazard.) This area is also very dirty most of the time.

Security: There is frequently no security guard on duty at night.

000283

2019 JAN 31 AM 9:50



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name DANIEL WOLD	Complete Address (with Zip Code) 1130 3RD AVE # 1307 OAKLAND, CA 94606	Telephone 510-434-1111
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVE OAKLAND, CA 94606	Telephone 510-434-1111

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: JULY 2009

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

Yes No

Initial Rent: \$ 1449

Initial rent included (please check all that apply)

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

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

Yes No

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
JULY-2009		\$ 1449	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
JAN-2019		\$ 1710 ⁸²	\$	Yes	No

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service


Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1-27-2019

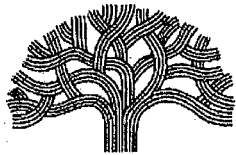
 Date

 Tenant's Signature

 Date

Important Information

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



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:49

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>LaTasha Phiefer</i>	Complete Address (with Zip Code) <i>1130 3rd Avenue Apt #1308 Oakland, CA 94606</i>	Telephone <i>(323) 828-9223</i>
Your Representative's Name <i>James E. Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Avenue Oakland, CA 94606</i>	Telephone <i>510-763-0142</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 10/01/2010

Date you moved into this unit: 10/01/2010

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

Yes No

Initial Rent: \$ 1,335

Initial rent included (please check all that apply)

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

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

Yes No

000286

Please list the date you first received the Notice to Tenants 01/03/2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
7/25/2015	9/1/2015	\$1415.46	\$1466.41	Yes	No ✓
6/25/2014	9/1/2014	\$1375.05	\$1547.63	Yes	No ✓
5/31/2012	7/1/2012	\$1335	\$1375.05	Yes	No ✓
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent


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

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

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

Verification

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



 Tenant's Signature

1/30/2019

 Date

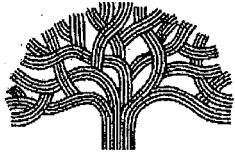
 Tenant's Signature

 Date

Important Information

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

2019 FEB -6 AM 10:15



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name TUNA GOKTAS DIDEM DENIZ	Complete Address (with Zip Code) 1130 3rd Ave. Apt # 1405 Oakland CA 94606	Telephone 415.411.1111
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland CA 94606	Telephone 510.434.1111

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 03/19/2011

Date you moved into this unit: 03/26/2011

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

Yes No

Initial Rent: \$ ~~1,756.62~~ 1,756.62

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants Jan 10 / 2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$ 1756.62	\$ 2,093.04	Yes X	No

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Decreases

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

[Signature]
Tenant's Signature

Feb/1/19
Date

[Signature]
Tenant's Signature

Feb/1/19
Date

Important Information

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

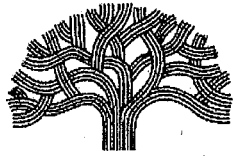
Our unit has reoccurring mold problem. Management cleaned the mold with bleach one time however it came back again and now we have mold in the kitchen. **000290**

under the windows which has a gap.

Even though we open the windows every day, when we turn on the heater, mold occurs back right after.

Management cleaned it one time with bleach only. However, this solution was temporary unfortunately.

2019 JAN 31 AM 9:48



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Sarah Suter (they sent this to) Charles Robinson, I am the original	Complete Address (with Zip Code) 1130 3rd Ave #1407 Oakland, CA 94606	Telephone - - - - -
Your Representative's Name James Vanna Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland, CA 94606	Telephone 51 - - - - -

leased tenant.

Number of Units on the parcel: 2 bedroom

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 2007 unsure of date

Date you moved into this unit: 2007 unsure of date 5/24/07

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

Yes No

Initial Rent: \$ unsure

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 1/8/19

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.

~~I have not tracked them. Initial lease to today has increases~~

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
4/29/10	6/1/10	\$1550	\$1618.28	Yes ✓	No
5/31/12	7/1/12	\$1582.53	\$1711.83	Yes ✓	No
6/3/14 (60 day notice)	6/1/14?	\$?	\$1922.56	Yes ✓	No
2013		\$	\$	Yes ✓	No
2014		\$	\$	Yes	No
7/25/2015	9/1/2015	\$1890.73	\$1952.88	Yes ✓	No
7/31/16	9/1/2016	\$1952.88	\$1988.35	Yes ✓	No

by \$367.62

← CPI 35.14
CPI 31.84
Common Area = 143.70
Depreciation 35.73

Contested Justification(s) for Rent

Current rent = 1952.62

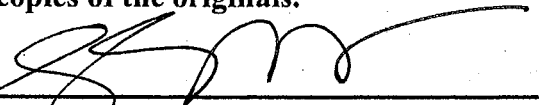
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

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

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

Verification

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



Tenant's Signature

1/9/19

Date

Tenant's Signature

Date

Important Information

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

#1407

1/25/2019

To Whom it may concern:

My name is Sarah Suter, and I am one of the original tenants and lease holders for 1130 3rd ave #1407, Oakland, CA. 94606. I am opposed to the Capital improvement increase that will be affect my current monthly rent for the following reasons.

I do not believe the windows were an improvement. During warm months, if we choose to leave the windows open to air out the apartment, we have bugs that come in due to a lack of a screen. They were sloppily installed with cracks on our walls. Also, the ventilation is not good, as they don't open fully.

The cost of the "improvement" should be evenly spread out on all units, and not just the 97 units that were selected for whatever reason they deemed appropriate.

Thank you for your time looking into this increase.

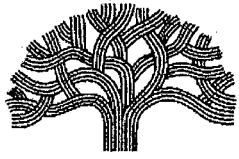
Sarah Suter

Charles Robinson

000294

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:49



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Harley Jay SISKIN	Complete Address (with Zip Code) 1130 Third Ave 1409 Oakland CA 94606	Telephone 111 111 1111
Your Representative's Name James Van n	Complete Address (with Zip Code) 251 Wayne Ave 94606 Oakland CA 94606	Telephone 111 111 1111

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 3 March 2012

Date you moved into this unit: 1 April 2012

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

Yes No

Initial Rent: \$ 1852

Initial rent included (please check all that apply)

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

Pets

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

Yes No

Please list the date you first received the Notice to Tenants postmarked Jan 9 2019

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	
approx 5-6 Jan. 2019	2019	\$ 2271	\$?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	2019	\$ 1852	\$ 1996	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
March 3 2012		\$	\$	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"/>

*

Contested Justification(s) for Rent

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

* apparently, there was an intermediary increase which I can only document by rent increase figures increased from 1996 to 2279

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

H. G.
Tenant's Signature

Jan 30 2019
Date

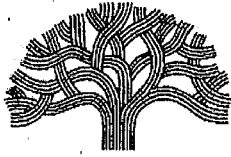
Tenant's Signature

Date

Important Information

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

2019 JAN 31 AM 9:48



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Martin Zhang</i>	Complete Address (with Zip Code) <i>1130 THIRD AVE APT# 1507 OAKLAND, CA 94606</i>	Telephone <i>---</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>510-1-1-1-1</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 11/23/1997

Date you moved into this unit: 11/23/1997

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

Yes No

Initial Rent: \$ 660.⁰⁰

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 1-6-2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
July 2016	9-1-2016	\$1046.91	\$1066.35	Yes ✓	No
July 2014	9-1-2014	\$937.84	\$1046.91	Yes ✓	No
June 2012	8-1-2012	\$980.73	\$1007.90	Yes ✓	No
Sept 2011	11-1-2011	\$889.78	\$980.73	Yes ✓	No
Dec 2008	9-1-2009	\$839.58	\$889.78	Yes ✓	No
Dec 2008	2-1-2009	\$852.52	\$839.58	Yes ✓	No
Oct 2006	11-1-2006	\$768.00	\$942.00	Yes ✓	No
Feb 2003	4-1-2003	680.00	723.10	Yes ✓	No

Contested Justification(s) for Rent Nov 1999 1/1/2000 680.00 600.00 680.00 ✓

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

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

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

Verification

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

Muris J...
Tenant's Signature

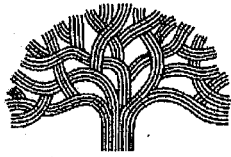
1-26-2019
Date

Tenant's Signature

Date

Important Information

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



CITY OF OAKLAND

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -6 AM 11:26

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name LAWRENCE LAWLER	Complete Address (with Zip Code) 1130 3RD AVE. #1602 OAKLAND, CA 94606	Telephone 510 - - - - -
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVE. OAKLAND, CA 94606	Telephone 5 - - - - -

Number of Units on the parcel: 1

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 7/1/2004

Date you moved into this unit: 7/1/2004

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

Yes No

Initial Rent: \$ 1,250.00

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 1/4/2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
7/1/2004	7/1/2004 1ST MONTH	\$ 1,250.00	\$ 1,250.00	Yes	No <i>R (1ST MONTH)</i>
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
Unknown	1/31/19	\$ 1,250.00	\$ 1,714.43	Yes	No <input checked="" type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking
 - Capital Improvements ✓
 - Increased Housing Service Costs, ** Decreased Housing Services ✓*
 - Debt Service
 - Uninsured Repair Costs
 - Constitutional Fair Return, ** Reduction in Services*
- For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

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

Laurence Lawler
Tenant's Signature

1/31/19
Date

Tenant's Signature

Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

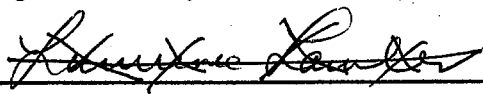
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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



Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

#1602

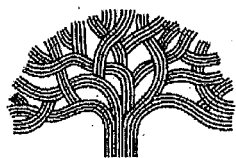
Lawrence Lawler, Tenant Response Contesting Rent Increase Statement
Case Number L18-0173.

The proposed rent increase is unfair to long term, dedicated and loyal tenants forced to incur the cost of very expensive windows that were not completed during installation, and there are cracks and unfinished areas with holes that were never repaired or finished after initial installation. In addition, screens were not provided that existed with removed windows and now many insects including mosquitoes, bees, flies, gnats, and biting insects that have left many painful, itching, swollen bites on my head, arms, legs and other areas that began with the new windows and no screens.

Also, the building was never advertised as a luxury apartment building when I and other long time loyal residents moved in. They have made other capital improvements that some of us are already are paying for, so it seems unfair to add another increase on top of existing capital improvements that don't benefit the tenant and our actual living spaces, and that have blinds that were never replaced as promised and existing blinds were damaged or disposed during new window installation so the new windows and damaged blinds are actually a reduction in services including drafts and lack of heating resources in the building and tenant units/ apartments. There are other reduction in services related to window including mold that formed near windows, old carpets that have never been replaced and soiled after installation of new windows and other broken fixtures that have never been repaired that create hazards and lighting that doesn't work when entering dark unit so unsafe at times and can't see, so I have bumped, tripped due to no lights and obstructions from loose, broken or fixtures not repaired after multiple requests.

Thank you for your consideration regarding this tenant increase on my behalf and the loyal, dedicated and long time tenants that don't deserve this unfair increase.

000302



CITY OF OAKLAND

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:47

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Michael A. Schmidt	Complete Address (with Zip Code) 1130 3rd Ave., # 1603 Oakland, CA 94606	Telephone
Your Representative's Name James Vann	Complete Address (with Zip Code) 251 Wayne Ave Oakland, CA 94606	Telephone

Number of Units on the parcel: 17K

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: ~~5/12/2014~~ 6/7/2014

Date you moved into this unit: 6/7/2014

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

Yes No

Initial Rent: \$ ~~2760~~ 2760

Initial rent included (please check all that apply)

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

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

Yes No

000303

Please list the date you first received the Notice to Tenants 1/5/2019

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
9/25/2016	9/1/2016	\$ 2801.93	\$ 2857.97	Yes	No <input checked="" type="checkbox"/>
9/25/2015	10/1/2015	\$ 2760.00	\$ 2801.93	Yes	No <input checked="" type="checkbox"/>
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

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

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

Verification

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

Michael A. Schwartz
Tenant's Signature

1/20/19
Date

Tenant's Signature

Date

Important Information

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

#1603

To whom it may concern,

The capital gains improvement of new windows in the Merritt on 3rd building at 1130 3rd Ave., Oakland, CA 94606 is hereby contested upon the following grounds:

1. The previous windows in the building did not need to be replaced. They were better than the new windows in several ways. Tenants could open their windows wider than currently allows, and the previous windows had screens (which the new ones do not).
2. My quality of life has not been improved by the new window replacement. This expense was taken on by the building without consent of the tenants, and has done nothing to improve the lifestyle of the tenants in the building.
3. The process for replacing the windows was handled poorly. Tenants were asked to move all furniture away from the windows on dates posted separately for each unit, the date that window replacement was to take place. I moved my furniture as advised, and the date came and went without any progress for 2 weeks, with the leasing office coordinator telling me that the timing had been delayed. I moved all my furniture back waiting for a new date, which was over a month out. I then had to move all my furniture and belongings away from the window again. The process of replacing the windows would take one day. It took 2. I was not notified of the fact that they were completed like I was told I would be, so I waited a few days before contacting the leasing office coordinator again. They were confused, thinking that my windows hadn't even been completed yet. When they got back to me a day later, they confirmed that the company contracted to replace the windows were done with my unit. At this point, I moved all my belongings back to where they originally were (again). This process took about a month to complete, during which time my life was spent in complete disarray. I lived out of boxes trying to find where things were. The stress and complete inadequacy of the entire process is not worth the end result, windows that are fine, just like the previous ones were.

Thank you for your time. Please consider this when you take into account the building request to raise the rents for 96 units in our building. One of the great things about Oakland, and the reason why I moved here from San Francisco, is that Oakland is full of diversity. This building is a prime example of that diversity in age, income bracket and race. The gentrification of Oakland is strangling that diversity, and I hope that the city takes measures to protect its residents from the epidemic of greed and homogeneous segregation that is prevalent in many other neighborhoods of the Bay Area.

Sincerely,
Michael A. Schmidt
1130 3rd Ave., #1603
Oakland, CA 94606

000305

2019 JAN 31 AM 11:50



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>TIFFANY Polar & Meron Wendwessel</i>	Complete Address (with Zip Code) <i>1130 3rd Ave # 1606 Oakland, CA 94606</i>	Telephone
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave. Oakland, CA 94606</i>	Telephone

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 08/1/2011

Date you moved into this unit: 08/1/2011

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

Yes No

Initial Rent: \$ 1599⁰⁰

Initial rent included (please check all that apply)

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

pest control

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

Yes No

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

01/10/19

2019 JAN 31 AM 11:50

Please list the date you first received the Notice to Tenants

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$1519.00	\$1752.55	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$1752.55	Yes	No

Contested Justification(s) for Rent

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

current rent w/ passthrough \$12.86/month

(see attached please)

* Please note the statement attached is double-sided. I have also attached 29 photos.

Banking

Capital Improvements

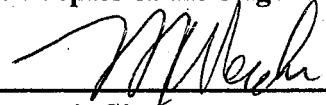
Increased Housing Service Costs

~~Decreased Housing Services~~

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

Verification

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



Tenant's Signature

01/10/19

Date

Tenant's Signature

Date

Important Information

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

Tenant Response Contesting Rent Increase

UNIT: 1606

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RENT ARBITRATION PROGRAM

#1606

Contested Justification(s) for Rent: CAPITAL IMPROVEMENTS, AND DECREASED HOUSING SERVICES: 2019 JAN 31 AM 11: 50

Since I have moved into my apartment, I have experienced a myriad of uncomfortable situations due to the unresponsiveness from the apartment management. While the pointless aesthetic changes to apartment windows, this change serves no purpose to my quality of living and in fact causes a decrease in housing services for reasons listed below. Please note that there are a number of actions done by the apartment management that have led to multiple decreases in housing services for me and contribute to the current non-habitability. Thank you in advance for your time and consideration during this ordeal. I appreciate your review of this document. Please let me know if you have any questions, concerns, or need any additional supporting documents.

1. **NEW WINDOW PREVENTS PROPER VENTILATION OF APARTMENT** (contributing to decreased housing services and non-habitability):
Upon the replacement of the previous window, my apartment cannot fully ventilate due to the new window's extremely limited opening
2. **MISSING WINDOW SCREENS** (contributing to decreased housing services and non-habitability):
Since the replacement of the window when the original window and window screen was removed, there were no replacement screens installed in the following rooms: Bedroom 1, Bedroom 2, and Living Room
3. **CARPET LOOSE** (contributing to decreased housing services and non-habitability):
My apartment has become a hazard over the past nine years with extremely loosened carpet sections all through the apartment. In the past two years, I have experienced two car accidents, one in which I was hit by a vehicle while crossing the street. As a result, I have had dealt with limited mobility due to injuries, leg casts, and braces. Due to the already hazardous living environment from the loosened carpet, I have repeated incurred additional injuries from the tripping multiple times over a loose piece of carpet. I have requested management to replace the carpet on multiple occasions via email, phone, and in-person, but no response. *(Photos Attached)*
4. **MOLD** (contributing to decreased housing services and non-habitability):
Due to the level of mold around the home and loose particles from the window installations in my apartment, I have experienced declined health specifically with regards to my breathing while in the apartment. I have incurred allergic reactions and have been exposed to this mold and particles for approximately 1.5 years. In order to withstand this regular exposure, I now have an inhaler and allergy medication as a result. I have contacted management about this problem, but the issue has not been responded to. *(Photos Attached)*
 - a. **MOLD ON WALLS IN EVERY ROOM IN THE APARTMENT:**
Since the windows were installed there has been a heightened level of mold in every room.
 - b. **CARPET MOLD:**
Over the past nine years, my apartment has been victim to flooding from the restroom, and the carpet near the restroom has experienced mold from this.

Tenant Response Contesting Rent Increase

UNIT: 1606

5. CARPET SATURATED LOOSE PARTICLES FROM WINDOW INSTALLATION

(contributing to decreased housing services and non-habitability):

During the window installation in my apartment, proper measures were not taken to cover the apartment carpeting and as a result. Due to an unfinished window and unfinished adjacent walls, the loose particles coming from both the window and adjacent walls created an unhealthy environment and non-habitable space. As previously mentioned, I have incurred allergic reactions and have been exposed to this mold and particles for approximately 1.5 years. In order to withstand this regular exposure, I now have an inhaler and allergy medication as a result. I have requested management to replace the carpet on multiple occasions via email, phone, and in-person, but I have received no resolution since 2017 at the very least.

6. HEATER BROKEN (contributing to decreased housing services and non-habitability):

The apartment advertised heating, but since I have moved in, I have not had a working heater. I have turned on the heater on multiple occasions but experienced no actual heating to the apartment. The heater actually fell off the hinges from the wall beneath the window due to the rough handy work from the installers of the new windows. *(Photos Attached)*

7. STOVETOP BROKEN (contributing to decreased housing services and non-habitability):

The glass stovetop began cracking approximately two years ago. I reached out regarding this issue in the beginning. However, the crack continued through the entire glass stovetop. When I did speak with a representative, they suggested that I avoid using the stovetop appliance due to the cracking across the stovetop. I have contacted management about this problem, but the issue has not been responded to. *(Photos Attached)*

8. PAINT (contributing to decreased housing services and non-habitability):

a. PAINT PEELING/ CHIPPING ACROSS THE APARTMENT:

My apartment has not been painted since before 2011. I have contacted management about this problem, but the issue has not been responded to. *(Photos Attached)*

b. WALL PAINT ACCUMULATING LEAKING WATER (FROM UPSTAIR OR RAINFALL):

Some of the walls in the apartment have liquid accumulating between the wall and the paint due to a leak from the apartment above and any instances of rain. I have contacted management about this problem, but the issue has not been responded to. *(Photos Attached)*

9. OUTLETS AND LIGHTS WORKING INTERMITTENTLY (contributing to decreased housing services and non-habitability):

There are a number of electrical outlets that do not work and light fixtures that work intermittently.

10. ELEVATOR/ BUILDING ACCESSIBILITY (contributing to decreased housing services and non-habitability):

As a resident of the 16th floor, the expectation of the elevator working was taken into consideration when making the decision to move in. The apartment advertised elevator access, but since I have moved in I have experienced each of the following multiple times:

Tenant Response Contesting Rent Increase

UNIT: 1606

- a. Unable to enter my own home for days due to disability access issues as a result of multiple car accidents;
- b. Waiting for over twenty minutes to use the limited elevator access when one of the two elevators break for 18 floors of apartments;
- c. An ancient elevator breaking regularly;
- d. Expired elevator permits;
- e. Moreover, my guests being stuck in the elevator for over an hour

11. **WASHER AND DRYER** (contributing to decreased housing services and non-habitability):
The apartment advertised washer and dryer in the unit, but in actuality, the apartment has a room of approximately 12 washers and dryers for about 180 households. With already a limited number of washers and dryers, the constant "OUT OF ORDER" signs across most of the washers and dryers make washing clothes impossible. In the few times, I have been able to wash clothes at the apartment, I have had to walk away with destroyed items tattered irreparably. Please note, that the price for washing and drying has continually increased, but there has been no replacement of the notoriously dysfunctional washer and dryer.
12. **SERVICE REPAIR** (contributing to decreased housing services and non-habitability):
The apartment advertised that the apartment management would tend to the service repairs needed in the apartment within 3-5 days. However, any actual requests I have contacted the apartment management for repairs takes far longer than 3-5 days. Even with multiple messages, the apartment management fails to fix services requests promptly. There was a drain issue for my bathroom sink that took eight months to repair. In fact, the new windows were begun in my apartment unit in November 2017 and left incomplete until approximately September 2018.
13. **BATHTUB DOES NOT DRAIN** (contributing to decreased housing services and non-habitability)
14. **POWER OUTAGES** (contributing to decreased housing services and non-habitability):
The power goes out increasingly often across the entire complex often. The power within the apartment cannot withstand general usage of appliances like a blow dryer without the power going out within my apartment unit.
15. **WOOD VINYL HALLWAY AND KITCHEN FLOOR** (contributing to decreased housing services and non-habitability):
The flooring is peeling up and has a few chunks missing across the kitchen and entryway. Please note that this has contributed to a tripping hazard as well. *(Photos Attached)*
16. **GARBAGE** (contributing to decreased housing services and non-habitability):
The apartment advertised the garbage and recycling services. However, rather than increasing the number of days for trash pick up, often times the garbage is so full that the trash piles up vertically into and through the trash shoot into to the higher floors of the apartment. Essentially, tenants are limited throwing away our trash as a result. Furthermore, the trash odor permeates throughout the entire apartment complex as a result.

Tenant Response Contesting Rent Increase

UNIT: 1606

17. SECURITY (contributing to decreased housing services and non-habitability):

a. **MY APARTMENT FRONT DOOR SECURITY:**

There are issues with the front door of my apartment unit concerning the gaps from the door to the actual floor that serves as a security issue. There are similar spaces on the side of the door as well. Although there is a need for some type of spacer at the very least or a new door/door frame, there has been no response from the apartment complex.

b. **LACK OF SECURITY ON-CALL:**

The apartment advertised that each evening (until the morning) that there would be a security person observing the premises and making rounds through the apartment complex hallways on each floor throughout the evening, but this no longer exists.

c. **KEY FOB and CALL BOX:**

The apartment entry doors are often disabled, and call box often does not work which results in access issues in trying to enter my apartment.

d. **LIGHTS IN HALLWAY:**

On multiple occasions, the hallway and entire apartment complex have no back-up emergency lights for security purposes when the power goes out in the apartment. Please note that the power goes out very often.

e. **GARBAGE GATE UNSECURED:**

The apartment advertised security throughout the apartment building, but since I have moved in, I have had to live with the trash gate being open and unattended throughout the day. This gate being open negates any security measures as the open trash gate leads directly into the apartment.

f. **LACK OF EVENING CHAPERONE WALKS BY SECURITY:**

The apartment advertised the services of chaperoned walks from Lake Merritt BART by the apartment security, but the apartment has removed these services.

g. **CALL BOX PRIVACY:**

For many years, the apartment listed the full names of residents along with apartment number violating privacy and making resident vulnerable to security issues.

18. PACKAGE FRONT OFFICE HOLD (contributing to decreased housing services and non-habitability):

The apartment advertised that the apartment management office would sign on behalf of and hold any packages for residents, but since I have moved in I the apartment management has discontinued this service. In fact, now the management rejects packages that arrive for the residents and tell the delivery person dropping off packages to leave them in the entryway hallway floor (in the case a resident has not opted into renting a package locker from a 3rd party for a cost). This change in the package holding space on behalf of apartment management and lack of building security has led to a number of stolen and lost packages for me.

19. WINDOW BLINDS (contributing to decreased housing services and non-habitability):

The apartment advertised that there would be window coverings, but during the installation of the new windows, I have lost a number of window blinds. I have requested

Tenant Response Contesting Rent Increase

UNIT: 1606

that this problem get resolved, but no response, so now I have incomplete window blind sets.

20. WIFI LOUNGE (never realized/ decrease of housing services):

The apartment advertised that there would be a lounge space with wifi and cable for residents to use whenever they please. For many years now, I have requested the wifi password for the lounge in person and via email, but I have never received the wifi password. Also, the lounge is not accessible at all hours as promised. The apartment management has also not made the lounge available for reservation of the space as previously promised as well.

21. LACK OF GYM TOWEL SERVICE (contributing to decreased housing services and non-habitability):

The apartment advertised that there would be a towel service in the gym and provided this for a short time period. Thereafter, this was discontinued with no notice or reason.

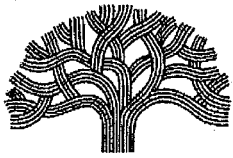
22. APARTMENT MANAGEMENT RESPONSE RATE TO RESIDENTS (contributing to decreased housing services and non-habitability):

When I moved in the apartment advertised that apartment management guaranteed a response in regards to any apartment service requests within 72 hours. In the beginning, the apartment management was responsive, but for the past number of years, this has not been the case. In fact, I have a number of emails with urgent service requests to my residence that have gone unanswered.

23. NOTICE BEFORE ENTERING APARTMENT (contributing to decreased housing services and non-habitability):

The apartment advertised that the apartment management and any affiliated repairpersons entering the apartment would post a notice to inform residents approximately 48-72 hours in advance before entering the apartment. The apartment also advertised that with any requested repair service that the resident has the option to schedule an appointment for repairs to occur while the resident is in their residence. Nonetheless, the apartment management has entered without notice on multiple occasions.

000313



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:49

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Sean Rouse	Complete Address (with Zip Code) 1130 3rd Ave Apt 1609 Oakland CA 94606	Telephone _____
Your Representative's Name James Vann	Complete Address (with Zip Code) 261 Wayne Ave Oakland, CA 94606	Telephone _____

Number of Units on the parcel: 178

Are you current on your rent? Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 1/2009

Date you moved into this unit: 1/2009

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

Yes _____ No

Initial Rent: \$ 1647.00

Initial rent included (please check all that apply)

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

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

Yes No _____

000314

Please list the date you first received the Notice to Tenants 1/8/19

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$ 1647	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$ 2138.70	\$	Yes	No

Contested Justification(s) for Rent

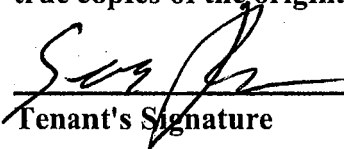
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

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

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

Verification

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



 Tenant's Signature

1/30/19

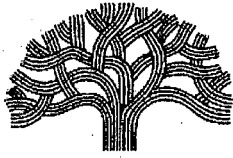
 Date

 Tenant's Signature

 Date

Important Information

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



CITY OF OAKLAND

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RENT ADJUSTMENT PROGRAM
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RENT ADJUSTMENT PROGRAM

2019 FEB -1 AM 11:46

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Alexander Pransky</i>	Complete Address (with Zip Code) <i>1130 3rd Ave Apt 1706 Oakland, CA 94606</i>	Telephone <i>(...)-...-...</i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i>(...)-...-...</i>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 3/1/2013

Date you moved into this unit: 3/1/2013

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

Yes No

Initial Rent: \$ 2056

Initial rent included (please check all that apply)

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

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

Yes No

000316

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
2014, 2015, 2016	March 2016	\$ 2056	\$ 2182	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

 Tenant's Signature *Alfred Randy*

 Date 1/27/19

 Tenant's Signature

 Date

Important Information

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

information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

#1706

The owner is not entitled to the proposed increase for two reasons. One being they did not pay to finish the job, our walls have not been finished where the windows were installed. Also I am

contesting that these windows are in any way an improvement. They are cheap, and do not improve quality of life, this ^{and} ^{last} winter our heating costs have gone up significantly because these new windows do a very poor job of keeping the apartment insulated from the outdoors.

There are no screens, they are thin single pane glass and are held by a cheap metal frame. Lastly, this window project was being conducted prior to FPI ~~management~~ Management's purchase of the building, they knew exactly what they were buying into and are now choosing to stick this cost on longtime residents in an effort to squeeze money out of hard working people.

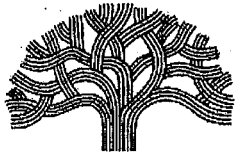
Alfred Prusky

000319

1710

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JAN 31 AM 9:50



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name JIAJING ZHANG	Complete Address (with Zip Code) 1130 3RD AVE. APT 1710 OAKLAND, CA 94606	Telephone70
Your Representative's Name JAMES VANN	Complete Address (with Zip Code) 251 WAYNE AVE. OAKLAND, CA 94606	Telephone2

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: July, 1997

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

Yes No

Initial Rent: \$ 680

Initial rent included (please check all that apply)

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

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

Yes No

000320

#1710

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

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$ 1,031	Yes	No

Contested Justification(s) for Rent

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

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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

Tenant's Signature

1/29/2018

Date

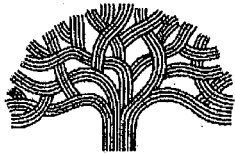
Tenant's Signature

Date

Important Information

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

2019 JAN 31 AM 9:48



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <u>Keefe CLINE</u>	Complete Address (with Zip Code) <u>1130 3rd Ave. # 1802 OAKLAND, CA 94606</u>	Telephone <u>(510) 712-1111</u>
Your Representative's Name <u>James Vann</u>	Complete Address (with Zip Code) <u>251 WAYNE AVE. OAKLAND, CA 94606</u>	Telephone <u>(510) 712-1111</u>

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 9-7-2005

Date you moved into this unit: 9-7-2005

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

Yes No

Initial Rent: \$ 1670

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 1-8-19

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
	6-2-16	\$ 1944.80	\$ 1983.44	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7-25-15	9-1-15	\$ 1820.70	\$ 1851.65	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7-25-15	9-1-15	\$ 78.95	\$ 80.29	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7-25-15	9-1-15	\$ 1786.75	\$ 1820.70	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7-25-15	9-1-15	\$ 77.48	\$ 78.95	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6-25-14	9-1-14	\$ 1750.00	\$ 1786.75	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5-31-12	7-1-12	\$ 1725.11	\$ 1750.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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


- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

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

Verification

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



 Tenant's Signature

1-29-19

 Date

 Tenant's Signature

 Date

Important Information

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

#1802

Keefe Cline
1130 3rd Ave. #1802
Oakland, CA 94606

January 28, 2019

Merritt on 3rd KW Lake Merritt LLC v.
1130 3rd Ave.
Oakland, CA 94606

Dear Merritt on 3rd KW Lake Merritt LLC v.:

In this correspondence I will provide Decreased Housing Service Costs which will contradict and disqualify any intention to raise the rent or classify "Merritt on 3rd" as a "Luxury Apartment Building."

Merritt on 3rd is a diverse multi-cultural, gender friendly, pet loving unique community consisting of hard working middle class folks ranging from baby boomers to millennials. The quality standard of the building and the efficiency of the service does not fit the description and expensive cost of a luxury apartment building.

The new windows have presented glaring concerns. The units are cold and drafty. This has increased the price of my electrical bill to provide heating for this unit. The style of the previous windows were the sliding type, and they provided ample circulation. The present windows open up only slightly, and they do not provide sufficient circulation. Also, the previous windows had screens which protected against the outside birds, bats and insects entering the unit.

The buildings laundry room is frequently out of service which does not provide enough working machines to adequately meet the needs of most residents myself included. I have to outsource my laundry services which creates an additional expense to my weekly budget. The current carpet is the same carpet that I was provided when I moved into the unit in 2005. It has not been changed or cleaned by the management. The alarm goes off frequently presenting a defective fire suppression system. The unpredictable alarm system has created a broken sleeping pattern for me since because the alarm often goes off early morning or late night. Each time the alarm goes off I have to evacuate the building. That process can become extremely nerve racking.

The elevators are frequently out of order. When one elevator is out of commission combined with a resident moving out of the building one elevator is not sufficient to carry the load for

000324

the entire building. At least once a month I experience a time when I have to take the stairs up and down all the way to the top floor where my unit is located. On several occasions I have returned home from a long work trip out of town, and both elevators were out of order. I had to take the stairs, with my luggage, all the way to the top floor. Combine this with the infrequent fire alarm drills when the tenants (myself included) have to evacuate the building and the elevators are disabled. This time consuming stressful process does not reflect a "luxury living experience."

These are the reasons that I am listing to vehemently oppose a rent increase on Merritt on 3rd listed at 1130 3rd Ave. Oakland, CA 94606.

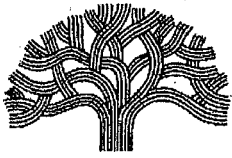
Regards



Keefe Cline
Resident Merritt on 3rd (Unit 1802)

000325

2019 JAN 31 AM 9:49



CITY OF OAKLAND

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>John H. Burton</i>	Complete Address (with Zip Code) <i>1130 3rd Ave #1806 Oakland, CA 94606</i>	Telephone <i></i>
Your Representative's Name <i>James Vann</i>	Complete Address (with Zip Code) <i>251 Wayne Ave Oakland, CA 94606</i>	Telephone <i></i>

Number of Units on the parcel: *178*

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: *May 1998*

Date you moved into this unit: *May 1st 1998*

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

Yes No

Initial Rent: \$ *680.00*

Initial rent included (please check all that apply)

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

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

Yes No

Please list the date you first received the Notice to Tenants 2001

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
7/31/2016	Sept. 1st 2016	\$1033.88	\$1051.68	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7/25/2015	Sept. 1st, 2015	\$1002.68	\$1033.88	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6/25/2014	Sept. 1st, 2014	\$841.31	\$1002.68	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5/31/2012	July 1st, 2012	\$911.87	\$936.37	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
10/29/2010	December 1st, 2010	\$890.40	\$911.87	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
10/30/2009	December 1st, 2009	\$874.04	\$890.40	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5/01/2001	June 1st, 2001	\$680.00	\$730.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

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

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

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

Verification

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

John H. Burton
Tenant's Signature

1-20-19
Date

Tenant's Signature

Date

Important Information

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

Rent Increase Contestment for APT #1806

#1806

To whom it may concern,

We believe the owner of Merritt on 3rd is not entitled to the proposed rent increase because it arguably does not create a significant improvement in the quality of life of tenants.

Due to a lack of screening on the windows, disease-carrying insects such as mosquitoes, ticks, and other insects, fly into residencies and bite us; this poses not only great discomfort, but a great health hazard to my family. In addition, large particles from the I-880 freeway flies directly into our apartment, increasing the danger of breathing in pollutants that can trigger respiratory issues like asthma or bronchitis. The previously-installed windows had a screening that kept insects at bay and kept debris from entering our dwelling. The removal of this asset has been very detrimental to the community. Additionally, the opening windows are directly in front of the curtains, which causes them to blow freely (uncontrollably at times) and fall to the ground. Because of the positioning and nature of the windows, they are not effective at preventing mold from accumulating in various places of the unit. Mold accumulation has not improved, and perhaps become worse, since the installment of these windows. I, as a senior Veteran, find it difficult and overwhelming to constantly clean the mold that accumulates so easily. If I fail to clean the mold on a regular basis, I fear my health, as well as my family's, will suffer.

Another point why we believe the owner of Merritt on 3rd is not entitled to the proposed rent increase is because our unit has been paying for capital improvements not deemed necessary by the City of Oakland at the last hearing. Since September 1st, 2014, we have been paying an additional monthly \$143.70 rent increase for the last capital improvement (for Merritt on 3rd's Office, lobby, etc.). This 5-year capital improvement plan costs our unit a total of \$8,622 by August 2019. This is a significant cost that the City of Oakland does not view as improving residential quality of life. This instance shows how Merritt on 3rd has a history of passing unnecessary costs to residents that provide no additional benefit to justify rent increases.

Sincerely,

John H. Burton

Merritt on 3rd, Apartment 1806

John H. Burton

1-20-19

000328

Decrease Housing Service for Apt.1806, Please Address Promptly

Jing Burton

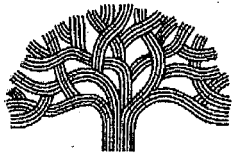
Sun 1/27/2019 7:31 PM

To: merritton3rd.cd@fpimgt.com <merritton3rd.cd@fpimgt.com>

- Kitchen cabinetry replacement needed
 - Same cabinetry from 1975 (42 years old)
 - Rotten wood particles constantly fall into clean dishes and utensils on shelf
 - Lack of cabinet magnets cause cabinet doors to fly open, could cause eye and head injury (we have been injured multiple times by this)
 - Cabinet shelves are severely bent and caving in, could collapse anytime
 - Kitchen counters are severely chipped on the edges
- Refrigerator replacement needed
 - Refrigerator thermostat is malfunctioning and freezes food
 - I.g. milk, vegetables, juices freeze on a mere level 4 setting
 - Refrigerator door rails and panels broken and falls apart easily, causing food to fall out, which hits the floor and may often cause bodily injury
- Kitchen Range Hood replacement needed
 - The range hood does not work, causing steam, heat, and grease to be accumulated on the walls and ceiling (which contains asbestos and can't be cleaned without special care); mold grows as a consequence
- Kitchen painting needed
 - The painting in the kitchen are incomplete, thus there are two tones of color that are very displeasing
- Bathroom ventilation needed
 - Lack of bathroom ventilation causes mold to grow and reappear after cleaning
- Bathroom ceiling needs painting
 - Due to molding and steam from a lack of ventilation, water damage has occurred
- Bathroom door and door frame rust needs to be painted
 - The door and door frame frame of the bathroom is rusting away and needs to be painted
- Bathtub mold, caulking replacement needed
- Missing shades, replacement needed
 - There are missing shades that leaves gaps of light in front of windows when the blinds are closed throughout the unit
- Baseboard coverage inconsistent, installation needed
 - Segments of base boards are missing in the unit
- Discolored wall needs painting
 - The second bedroom has discolored walls and needs to be repainted
- Master bedroom door handle
 - The master bedroom door handle does not turn with ease and is resistant to closing and opening the door.
- All closet doors are rusting, needs painting
- Carpet severely worn and torn
 - Since 1988 (21 years)

-John and Jing Burton, Apt.1806

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RENT ARBITRATION PROGRAM

2019 FEB -7 PM 12:16

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0173

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Leretra Stevenson	Complete Address (with Zip Code) 1130 2nd Ave # 1807 Oakland CA 94606	Telephone ---
Your Representative's Name James Varn	Complete Address (with Zip Code) 251 Leavre Ave Oakland CA 94606	Telephone ---

Number of Units on the parcel: 178

Are you current on your rent? Yes No

Rental History:

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

Date you moved into this unit: _____

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

Yes _____ No

Initial Rent: \$ 1,990

Initial rent included (please check all that apply)

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

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

Yes _____ No

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

Please list the date you first received the Notice to Tenants 1-4-19

List all increases ^{2010 FEB - 7 PM 12: 16} your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

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

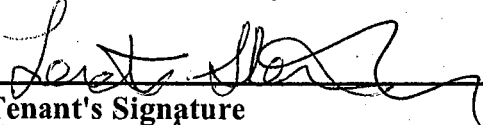
Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

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

Verification


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



Tenant's Signature

1/31/19

Date



Tenant's Signature

1-31-19

Date

Important Information

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#1807

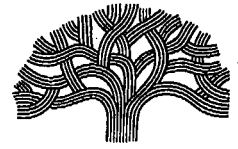
I live at Merritt on 3rd in apartment #1807. I have some concerns about this proposed rent increase that only affects 96 residents and not everyone that lives at Merritt on 3rd because the whole building received new windows. My previous windows were new and did not need to be replaced. I feel this is an attempt by management to try and kick out long term resident. A few years ago my rent was increased over \$200 for improvements that management did they remodeled the gym and lounge room, pool area. I am still paying off that improvements, and now management wants to add another increase on top of the last increase is not fair or right thanks. I lost the dates when I received my last rent increase, I was also charged two years of Rent Control Stevenson control fees with increase. } 50-883-8185
3 years ago for the last rent case # L18-0173
Increase thanks

2019 FEB -7 PM 12:16

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

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CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L18-0173, Merritt on 3rd KW Lake Merritt LLC
v. Tenants

PROPERTY ADDRESS: 1130 3rd Avenue, Oakland, CA

DATES OF HEARING: April 23, 2019; July 16, 2019

DATE OF DECISION: October 29, 2019

APPEARANCES: See chart below

Name	April 23, 2019	July 16, 2019	Capacity
Daniel Mendez	x	x	Owner Representative
David Taylor	x	x	Owner Representative
Allison Hodina	x	x	Agent for Owner
Lauren Howard	x	x	Agent for Owner
Jeffrey Wilson	x		Window Representative
Sid Rosenberg	x	x	Attorney for Owner
Mary Clair McGrane	x	x	Tenant, unit 1508
Karolina Zachoszcz	x	x	Tenant, unit 1001
Sergey Aityan	x		Tenant, unit 307
Chun Yu	x		Tenant, unit 302
James Vann	x	x	Tenant Representative (all tenants except tenant McGrane)
Meron Wendweson	x		Tenant, unit 1606
Honey Smith	x	x	Tenant, unit 308
Samuel Mitchell, Jr.		x	Tenant, unit 1804
Yonas Hagos		x	Tenant, unit 1205
Joie Seldon		x	Tenant, unit 1305
Perry Hollimon		x	Tenant, unit 1803
Yesenra Castro Mitchell		x	Tenant, unit 901

000333

SUMMARY OF DECISION

The owner's petition is granted in part. The allowable rent increases are detailed in the Order below and in the attached Decision Summary.

CONTENTIONS OF THE PARTIES

The owner filed a *Property Owner Petition for Approval of Rent Increase* on September 27, 2018, seeking approval to increase the rent on the subject 178-unit building on the ground of capital improvement expenditures. The *Petition* lists \$411,393.48 in costs for the 34, one bedroom apartments and \$2,468,360.90 in costs for the 136, two bedroom apartments in the building. The original petition applies to 170 units in the building.¹

The owner was originally seeking a capital improvement increase as to the tenants in units 201-203, and 205-210; 301-302, and 306-310; 402-403, 406, 408, and 410; 505, and 509-510; 602-603, and 608; 701, 703-708, and 710; 801-802, 804-806, and 810; 901, 903-905, 909-910; 1001, 1003, and 1010; 1101-1102, and 1106; 1203-1205, and 1207-1209; 1303, 1305, and 1307-1309; 1401-1403, 1405, 1407, and 1409; 1501, 1503-1505, and 1507-1508; 1601-1603, 1605-1607, and 1609; 1701-1703, 1705-1707, and 1709-1710; 1802-1804, 1806-1808, and 1810. The owner later informed the RAP that certain tenant had moved out since the petition was filed. The owner withdrew its request for a pass-through as to the tenants in units 301, 602, 701, 904, 905, 1402, 1605 and 1702.

For each one bedroom unit the owner is seeking a pass-through of \$8,469.87 and \$12,704.80 for the two bedroom units. These amounts represent the costs after owner's 30% share has been reduced.

Tenant Mycah Wilson*, (unit 202); Linda Mills*, (unit 203); Kwok Fai Chan, (unit 205); Bryson Holbrook, (unit 206); Joseph Tomminger, (unit 207); Geraldine Henson*, (unit 209); Jae Truesdell and Marek Szeszycki*, (unit 210); Chan and Candy Yu*, (unit 302); Jesse Budlong, (unit 306); Sergey and Valentina Aityan*, (unit 307); Honeylett Smith and Christopher Lopez*, (unit 308); Eric Gibbs and Lauren Crum*, (unit 309); Kendra Hodges*, (unit 310); Yolanda Smith*, (unit 402); Hui Dan Chan, (unit 403); Sener Akyol, (unit 408); Fatima Fields, (unit 410); Chuluunbaatar Tsevelmaa and Uzme Gombo, (unit 509); Kar Yee Yan, (unit 603); Timothy Scarfe and Carrie Voldengen*, (unit 704); Wen-hwa Ju, (unit 707); Valerie McCoy*, (unit 708); Sheila Ng, (unit 801); Marcellus McGrew, (unit 804); Hong Chao Liang*, (unit 805); Allegra Mitchell*, (unit 901); June Sun*, (unit 903); Vladimir Petkovic, (unit 909); Kherra Williams*, (unit 910); Karolina Zachoszcz and Juan Romero*, (unit 1001); Aster Tesfai, (unit 1003); Ivan Roena*, (unit 1101); Vicki Shu*, (unit 1102); Monsuier Joyce, (unit 1106); Jeff and Chong Nam*, (unit 1204); Yonas Hagos*, (unit 1205); Maya Collins, (unit 1207); Wai Fu Chan*, (unit 1209); William Metson II, (unit 1303); Robert Lieberman*, (unit 1305); Daniel Wold, (unit 1307); LaTasha Phiefer, (unit 1308); Tuna Goktas*, (unit 1405); Sara

¹ See Exhibit 2. This Exhibit, and all other Exhibits mentioned in this Hearing Decision other than Exhibits 7, 20 and 24, were admitted into evidence without objection.

Suter and Charles Robinson*, (unit 1407); Harley Jay Siskin, (unit 1409); Martin Zhang, (unit 1507); Mary McGrane*, (unit 1508); Lawrence Lawler*, (unit 1602); Michael Schmidt*, (unit 1603); Tiffany Polar and Meron Wenwesen*, (unit 1606); Sean Rouse, (unit 1609) Alexander Pranksy*, (unit 1706); Jiajing Zhang, (unit 1710); Keefe Cline*, (unit 1802); John Burton*, (unit 1806); and Lenetra Stevenson, (unit 1807), all filed timely responses to the owner petition.

The tenants with an asterisk next to their names in the above paragraph filed documents claiming decreased housing services along with their response forms. The claims of decreased services include, but are not limited to, claims that screens were removed from the old windows; the new windows lack adequate ventilation; poor handling of the window replacement; loose carpet and other carpet problems; mold caused by the new windows; worsening of mold for those who had mold problems prior to the installation; broken heaters; broken stovetops; peeling paint; outlets and lights working intermittently; elevator not working; washer/dryer problems; service repairs untimely; problems with security; bugs entering the units; front entry lights not working; gym machines not working; outdoor grills not working; lack of security; problems with the garbage pickup; filthy hallways; decreased pet safety; cracks on window frames and ceilings; plumbing and electrical issues; non-functioning gates; broken closet doors; and kitchen tile problems.

THE ISSUES

1. When, if ever, was the form notice to tenants of the Rent Adjustment Program (*RAP Notice*) first served on the tenants?
2. Can a tenant who does not file a response to the *Owner Petition* testify at the Hearing?
3. Can the allegations raised by the tenants regarding decreased services be adjudicated in response to a capital improvement petition?
4. Can James Vann, the tenant representative, testify at the Hearing regarding the cost of a window found at Home Depot?
5. Can the tenants proposed Exhibit of a Home Depot quote for a Milgard window be admitted into evidence?
6. Are permits required before a capital improvement rent increase can be granted?
7. Can the owner increase the rent based on capital improvements and if yes, in what amount?

EVIDENCE

RAP Notice: The owner stated in its petition, which was signed under penalty of perjury, that each tenant was provided the RAP Notice upon move in and with each rent increase notice they received. Official Notice is taken of cases T15-0415, et al *Yu et al v. Merritt on 3rd* and T14-0302, et al, *Karin et al v. Riverstone Residential Group* in which determinations were made that generally speaking, the owner provided RAP Notices to the tenants upon move in and with rent increase notices.

Tenants Wilson (202); Mills (203); Chan (205); Holbrook (206); Tomminger (207); Henson (209); Truesdell (210); Yu (302); Aityan (307); Smith (308); Gibbs (309); Smith (402), Akyol (408); Fields (410); Yan (603); Ju (707); Ng (801); McGrew (804); Liang (805); Petkovic (909); Zachoszcz (1001); Tesfai (1003); Roena (1101); Shu (1102); Joyce (1106); Nam (1204); Hagos (1205); Collins (1207); Chan (1209); Metson (1303); Lieberman (1305); Wold (1307); Phiefer (1308); Goktas (1405); Suter (1407); Siskin (1409); Zhang (1507); McGrane (1508); Lawler (1602); Schmidt (1603); Polar (1606); Rouse (1609); Zhang (1710); Cline (1802); and Burton (1806) stated in their responses that the owner had served the RAP Notice on them. Tenants Budlong (306); Chon (403); Tsevelmaa (509); Scarfe (704); McCoy (708); Mitchell (901); Williams (910); Pransky (1706); Stevenson (1807) stated in their responses that they had not received the RAP Notice. Tenants Hodges (310) and Sun (903) did not respond to the question.

Capital Improvements: Mr. Wilson testified that he is employed by *Pinnacle Installations* and has been in the window business for 20 years. He was involved with the window replacement project at the building known as Merritt on 3rd as the person in charge of quality control for installation. The project took about four months in 2018. The scope of the project involved replacing all windows from the 2nd to the 18th floor, in all the units. The building has both one and two bedroom units. The one bedroom units have two windows, and the two bedroom have three windows. The new windows consist of large picture windows and two casement windows of the same size.

The original windows in the units had a large picture window and two sliding windows which slid from the outside towards the center. The new windows have a large picture window surrounded by two casement windows. Casement windows operate on a hinge, and swing outward. The picture windows in the center, both before and after the replacement, do not open.

The new casement windows have limiters installed which limits the extent the windows can open to 4". The windows do not open to 90 degrees.

The original windows were aluminum frame, single glazed units (one pane per session) that were original to the building. The building was built in 1973. The new windows also have aluminum frames but they are thermally broke (which means the aluminum frames have a polymer between the metal pieces). Additionally, the old windows were single pane and the new windows are double pane. The double pane windows are more efficient, keeping the units warmer in the winter and cooler in the summer. Additionally, there is a decrease in sound transmission in the double pane windows, resulting in about 20% less noise in the units when the windows are closed. Finally, there is a coating on the new windows called a solar band that helps with keeping heat out of the unit in the summer.

The old windows were more than twenty years old, and when the windows were being replaced, they discovered leaks in several of the old windows. Additionally at the bottom of the sliding parts of the old windows, there is a pile that allows the window to

slide. This pile wears out over time, and when it is worn, it is likely that the windows will experience seepage of an increased quantity of air, wind and water.

Mr. Wilson further testified that for the reasons listed above, installing the new windows would result in a substantial benefit for the tenants in energy efficiency, decreased air leakage and decreased noise.

Additionally, windows also are judged by a standard called a condensation resistance factor. These windows have a far better condensation resistance factor than the old windows.

Wilson further testified that he would expect that windows like the old windows would start to see a decrease in the effectiveness of the pile in approximate 20 years after installation.

The owner produced Exhibit 3, which is a 5-page document consisting of a one page *Technical Guide* for the new casement portion of the windows, and four pages of before and after photographs showing the old and new windows.

On cross-examination, Wilson testified that his conclusion that the pile on these windows would have deteriorated was based on supposition created by his experience in the field, and not on actually inspecting the windows that were replaced. He did not inspect the old windows prior to the installation of the new windows.

With respect to the new windows, in order to meet current building code, the windows had to be installed with a limiter on them to ensure that they do not open more than 4". This is a safety requirement for all windows from the 4th to the 18th floor.

Wilson further testified on cross-examination that the improvements to the windows benefit the tenants because of increased energy efficiency, better sound insulation and lack of wind intrusion. The windows also benefit the owner by limiting water intrusion into the building. His company did not take any measurements of the prior windows as compared to the new windows to determine the extent of any greater energy efficiency.

Wilson further testified that he was not involved in analyzing the range of options for windows at this location. On redirect examination, Wilson testified that the testing of the improvements of double pane as compared to single pane windows has been done in the laboratory rather than on site. Additionally, these kind of windows (outward pushing casement windows) are a common window used for this sized residential building. With respect to price range, these windows are in the medium range of available windows.

At the Hearing, the tenant representative requested the opportunity to show the witness an advertisement for windows from Milgard, Marvin and Anderson, which said that windows were available for \$299. The advertisement had not been produced by the tenants prior to the Hearing. Additionally, the advertisement did not refer to the size of the windows available for \$299. The tenant representative was instructed not to show the witness this advertisement.

On cross-examination, Wilson testified that the manufacturer of the installed windows was Wausau. Milgard, Marvin and Anderson are also reputable window manufacturers. He does not know if his company submitted estimates with costs for windows from any of these manufacturers. Windows in the middle range of quality for these kinds of windows would cost between \$3,000 and \$15,000 each. Anything over \$15,000 would be considered be in the high range. The low range for windows would be those that cost \$200 to \$500 a piece.

Daniel Mendez testified that he is employed by FPI Management which manages the property at Merritt on 3rd. The property is owned by KW Lake Merritt LLC, which purchased the property in 2013. He was not employed by FPI, nor was he involved with the window project, at the time the project occurred. FPI became the management company in March of 2018. However, he gathered the documentation from FPI regarding the window replacement project. The building has 178 units, but the owner is seeking the pass-through to the tenants whose current rents are listed on Exhibit 2. This list consists of 98 tenants. Mendez later produced a document removing eight tenants who had since moved.²

Mendez testified that the cost of the windows was \$2,879,754.38. He filled out a copy of the City of Oakland Capital Improvements Calculator Worksheet (Exhibit 2). On that Exhibit, he listed all the units and the cost of the windows in each unit, but only listed the "Current rent" for those tenants from who the owner is seeking a pass-through. The planning for the project started in July of 2016, and the actual installation was completed in February of 2018. Mendez did not know the date the permit was finalized.

The owner produced invoices (applications for payment) and proof of payment as follows:

Application #	Invoice Application Date	Amount of Invoice	Amount of Payment	Date of Payment	Exhibits
1	7/22/16	\$ 40,212	\$40,212	9/14/16	Exhibit 1, pages 6-9
2	9/20/16	\$ 4,468	\$4,468	11/3/16	Exhibit 1, pages 11-16
3	2/1/17	\$ 193,105.80* (paid by two checks)	\$25,455.90	3/8/17	Exhibit 1, pages 17-24
3			\$167,649.90	3/20/17	Exhibit 1, pages 17-24
4	2/28/17	\$ 592,965.90	\$592,965.90	4/5/17	Exhibit 1, pages 25-30
5	3/20/17	\$ 413,409.60* (paid by two checks)	\$164,649.61	4/5/17	Exhibit 1, pages 31-38
5			\$248,759.99	4/5/17	Exhibit 1, pages 31-38
6	4/30/17	\$ 163,515.78	\$163,515.78	5/26/17	Exhibit 1, pages 39-44

² See Exhibit 16

7	5/31/2017	\$ 261,689.04* (paid by two checks)	\$47,102.96	6/26/17	Exhibit 1, pages 45-51
7			\$214,586.08	6/26/17	Exhibit 1, pages 45-51
8	6/30/17	\$ 155,430	\$247,480.56* (payment for two invoices)	8/11/17	Exhibit 1, pages 52-56
9	7/31/17	\$92,050.56			Exhibit 1, pages 60-61
10	9/30/17	\$241,998.77	\$241,998.77	10/11/17	Exhibit 1, pages 62-66
11	10/31/17	\$141,093.62	\$141,093.62	12/8/17	Exhibit 1, pages 67-71
12R	11/30/17	\$170,326.44	\$337,127.43* (Owner's payment states this pays for application 12R, 14 and 15)	2/13/18	Exhibit 1, pages 72-76
13R	12/31/17	\$139,766.04	\$139,766.04	2/7/18	Exhibit 1, pages 77-80
14	12/31/17	\$142,519.53	Owner shows same proof of payment as for application 12R	2/13/18	Exhibit 1, pages 81-84
15	1/31/18	\$24,281.46	Owner shows same proof of payment as for 12R		Exhibit 1, pages 87-89
14 ³	4/20/18	\$145,217.47	\$145,217.47	8/10/18	Exhibit 1, pages 90-93
Totals		\$2,922,050.01	\$2,922,050.01		

Application 1 and 2 from Pinnacle, show the cost of the window "mock up project". The total cost was \$44,680.⁴ The contract date for the mock-up project was March 18, 2016.⁵ The payments were made for the mock-up project in September and November of 2016.⁶

Applications 3-5 show the "original contract sum" for the windows of \$2,574,730, with no additional change orders.⁷ On application 4, a change order is added of \$302,640 for

³ It appears to be a typographical error that this was listed as application number 14, since an application 14 had already been sent. The dates and amounts on the two applications number 14 are different.

⁴ See Exhibit 1, line 1 of pages 8 and 14. See also, page 16.

⁵ Exhibit 1, page 16

⁶ Exhibit 1, pages 6 and 11

⁷ Exhibit 1, lines 1 and 2, pages 21, 29 and 37.

the asbestos work, bringing the "contract sum to date" to \$2,877,370.⁸ The "contract sum to date" remained the same throughout all subsequent applications.⁹

Mendez further testified that he is not familiar with the operation of the old windows in the building although he did hear some complaints from residents that there had been leak issues and noise with the old windows. Some tenants have said that the new windows are better. Mendez' role was to put together the paperwork for the petition.

Mendez testified that the tenants who are subject to the petition for a capital improvement pass-through, live in either a one bedroom or a two bedroom unit. The owner's paperwork specifies that the unit specific costs (at 70% of the cost) for the one bedroom units is \$8,468.87 and the two bedroom units is \$12,704.80.¹⁰ These numbers were generated by the Capital Improvement calculator the owner filled out (See Exhibit 2), where the owner input the full cost for all the one bedroom units (which each have two windows) and all the two bedroom units (which each have three windows.) The "current rent" column on the calculator is each tenant's base rent, and does not include any prior capital improvement pass-through. Certain tenants are paying a prior capital improvement pass-through at this time, but it will expire by June or July of 2019.

On cross-examination, Mendez was not able to answer why work was done prior to the Building Permit being taken out. The first application was for a "mock up" of a unit, which as he understands, was a test run to see how the windows would perform in one of the units. He does not know which unit was used for the "mock-up."

Mendez also testified on cross-examination that one of the charges from Pinnacle included charges for asbestos removal. This charge was as a result of a change order, and \$302,640 was added as a result of this work.¹¹ This cost was included in the owner's request for the capital improvement pass-through. Mendez does not know any information about the location of the asbestos.

David Taylor testified that he is the asset manager for KW Lake Merritt LLC, and was in that role at the time that the window project was ongoing at 3rd and Merritt. As part of the window installation, he believes a third party complained about asbestos. He believes that the work to remove the asbestos was not done by Pinnacle, but that Pinnacle hired out someone else to do it. As far as he understands, it was part of the window replacement. He assumes that a permit was taken out for the asbestos removal, but does not know. The person who actually was the project manager on this job for KW was Ken Kurpatkin, who has since retired. He does not know when the final inspection took place, nor when the final payments were made, although he believes that the petition was not filed until final payments were made.

⁸ Exhibit 1, page 43.

⁹ Exhibit 1, pages 50, 55, 60, 65, 70, 75, 79, 84, 87 and 93.

¹⁰ See Exhibit 2

¹¹ See Exhibit 1, page 87 and 88

Taylor further testified that Greystar was the prior property manager of the property, prior to FPI Management. Greystar was involved in the decision to replace the windows, along with the project manager at KW. He believes that the decision was made to replace the windows because on all of KW's assets, the employees are evaluating the life expectancy of roofs, windows and paint to determine when replacement is necessary. Because this was a high rise, it did not make sense to replace one window at a time as the windows failed. The company also understood that 30% of the cost would be borne by the company.

Taylor testified that the new windows are a benefit to the tenants because of increased energy efficiency, better sound proofing; free of leaks; decreased wind, and moisture intrusion. The tenants pay the PG&E costs for their units. He knew from prior management that there had been various complaints from tenants about water intrusion and sweating of the old windows, although he does not remember any specific complaints nor how many there had been.

Because of the high-rise building, the window selection was very limited. As he understands it, Kurpatkin had put together a robust bidding process. A report was issued by a structural engineer/architect who specified the kinds of windows that were necessary.

Taylor testified that the windows in each room in each unit is approximately the same size; so that the one bedroom units have two windows (one in the bedroom and one in the living room) and the two bedroom units have three windows (one in each bedroom and one in the living room.) The owner was charged the same amount for each window. The cost for each window was \$6,107.68.¹² Additionally, all the units received new windows, other than the units on the ground floor, which has sliding glass doors instead. The sliding glass door costs are not included in this pass-through.

On cross-examination, Taylor testified that he assumes that an asbestos permit was pulled and he agreed to provide that information were it available.¹³ Because it was a high rise building, the window selection was limited and certain specifications were required. They did have a choice on colors. With respect to the prior windows, all he knew about them is that they were single pane windows. He also knew about the mock-up project, which was the installation of one window in a unit, was done to confirm that the windows would install as they expected. It was a test unit on the second or third floor to allow the engineers and others involved to confirm that the windows would work in the building. He does not know if a permit was taken out for the mock-up project.

The owner's witnesses testified that the window replacement project included replacing the whole frame of the window, in addition to the glass.

¹² See Exhibit 4, page 3. This calculation appears to be based on the total cost of the project. No document was produced by Pinnacle or the owner showing the actual cost per window.

¹³ No permit for the asbestos removal was ever produced.

An Exhibit was produced by the owner, dated April 11, 2016, related to the mock-up project.¹⁴ The first page notes that screens are “not required.”

Additional Owner Exhibits:

Prior to the second Hearing, the owner produced the permit records from the City of Oakland showing that on December 16, 2016, permit number B1605073 was issued for the:

“in-kind replacement of 493 windows at apartments on floors 2-18. All window retrofit with no change to size; trim, or stucco.”

The permit for the windows was finalized on March 20, 2018.¹⁵ There is no reference of the permit records regarding the asbestos removal.

The owner also produced the *Technical Specifications* for the window replacement project dated June 3, 2015.¹⁶ This document specified that the windows were to comply with California Building Code § 1013.8.¹⁷ At the time, CBC 1013.8 stated:

“1013.8 Window sills. In Occupancy Groups R-2 and R-3, one- and two-family and multiple-family dwellings, where the opening of the sill portion of an operable window is located more than 72 inches (1829 mm) above the finished grade or other surface below, the lowest part of the clear opening of the window shall be at a height not less than 36 inches (915 mm) above the finished floor surface of the room in which the window is located. Operable sections of windows shall not permit openings that allow passage of a 4-inch-diameter (102 mm) sphere where such openings are located within 36 inches (915 mm) of the finished floor.”

The owner also produced documents regarding the asbestos removal.¹⁸ Exhibit 12 was offered to show that the asbestos was removed properly. The document shows that the *Bay Area Quality Management District* Compliance and Enforcement Division acknowledged receipt of a payment for “asbestos removal or demolition plan.” Exhibit 14 was a *Prime Contract Potential Change Order* from Pinnacle regarding the asbestos removal, which states that:

“Abatement of 400 window openings by certified abatement contractor in occupied units. \$321,600.00. 15% mark up. \$48,240.00. Credit for window removal-Pinnacle still needs to transport from each floor and dispose of all none tainted material. (\$67,200.00). Net change-\$302,640.00.”

Exhibit 15 was a quote from Asbestos Management Group of California regarding the asbestos removal. The quote notes that “pricing is based on 3 windows per unit” and that the pricing would be \$2,400 per unit. No one testified as to why the pricing was for

¹⁴ Exhibit 10

¹⁵ Exhibit 13

¹⁶ Exhibit 8

¹⁷ Exhibit 8, Aluminum Windows Section, page 085113-4.

¹⁸ Exhibit 12, 14, 15 and 19

3 windows per unit, when the owner's testimony was that some of the units only had two windows replaced.

Exhibit 19 was a letter from tenant Sammie Mitchell, dated March 18, 2017, regarding his concern that the window replacement project would cause the release of "hazardous levels of asbestos fibers."

Tenant's Testimony:

Chun Yu: Yu testified that he lives in unit 302, which is a one bedroom unit. He moved into the unit in 1998. Prior to the new windows being installed, he had no problems with the old windows, and never complained about them to the owner. He has had the new windows for less than one year. The new windows are quieter and warmer in the winter. But there are now new problems in his unit with mold. He never had mold prior to the installation of the new windows. But now, every few months he has to call the management and request that they clean the mold. When the management does clean the mold, he and his wife have to stay elsewhere for a few days because of the strong smell associated with the cleaner. Additionally, in order to deal with the mold issue, he had to purchase a dehumidifier, which he has to keep on all the time in the winter, which has resulted in an increase in his utility bills of about \$30 a month. He has had management come to remediate mold about three to five times since the new windows were installed. He was happier with the old windows.

Yu produced photographs related to his complaints of mold taken in approximately February of 2019.¹⁹ The first photograph shows mold under the window in his living room; the other three photographs show mold on a different wall in the living room.

His wife keeps the new windows open every day to allow air to circulate. He does not get as much air with the new windows as he did with the old windows because the old windows opened far wider than the new windows do. He believes that he got 500% more air with the old windows, but he has no scientific tools with which to calculate the actual air flow.

On cross-examination, Yu testified that the mold that has appeared since the installation of the new windows is in the bathroom and the living room. He believes that the mold is from the new windows because the mold started happening after the new windows were installed and it was never an issue before. No one has told him that the presence of mold is related to the installation of the windows. He has also not seen mold on the window frames themselves; just on the walls.

Yu was told by maintenance that he has to open the windows to decrease the moisture. He also asked maintenance to move the heater, which is directly underneath the window. He did this because the heater is in the area where there is mold growth, and he

¹⁹ Exhibit 5, photos 1-4.

thought that moving the heater would allow them to clean the area better. He was told they could not move the heater.

Meron Wendweson: The tenant testified that she has lived in the building since 2010 in unit 1606, which is a two bedroom unit. She lives with Tiffany Polar.

Prior to the new windows, the tenants did have a minor problem with mold in their unit such that she would notice very light particles of mold on the walls when she did her deep cleaning (once a month) from time to time. After the windows were replaced, she has had frequent problems with mold in her unit.

She never had issues with noise with the old windows but with the new windows, when you open the windows the full 4", there is a loud back draft noise that is disturbing to her.

The old windows had screens, and the new windows do not have screens. The lack of screens has caused a problem with bugs in her unit.

The tenant produced photographs she took in January of 2019 that show mold on her walls in both the bedrooms and the living room, after the new windows were installed.²⁰

Before the new windows were installed, she complained maybe once or twice about mold. Since the new windows were installed, she has complained more times, but she does not recall how often. Since the new windows were installed, the management has come to remediate mold in her unit on at least two occasions.

Wendweson also testified about the conditions in unit #1205, the apartment of her friend Yonas Hagos. She testified that she has been to his apartment both before and after the window installation, and there is significant problems with mold since the installation of the new windows.²¹ She had not seen mold in his unit prior to the installation of the windows.

On cross-examination, tenant Wendweson testified the frequency and amount of mold in her unit has changed since the installation of the new windows. She was told by the previous management company, Greystar, that the increased incidence of mold is caused by the new windows.

Tenant Honeylett Smith: The tenant testified that she moved into unit 308 in March of 2011. Prior to the installation of the new windows, she never had mold in her unit. She has had a continued problem with mold since the new windows were installed. This started about two to three months after the new windows were installed. The mold is in the master bedroom. There is no fan in the bathroom. While there is a vent, it

²⁰ The tenant also produced other photographs of conditions in her unit. These other photographs were not admitted into evidence, as they were not related to the issue of the windows. The other photographs consisted of images of other problems in the tenant's unit, like problems with the carpet, which are not at issue in this case.

²¹ See testimony of Hagos, below. See also, Exhibit 7. The owner objected to the admission of Exhibit 7, because Mr. Hagos was not present to testify, and he was the one who took the photographs. On the second day of Hearing, Mr. Hagos appeared and testified about these photographs.

cannot be controlled or operated by the tenants. She produced photographs, taken in February of 2019, of the mold on her bathroom walls and on the vent in the bathroom.²² She wipes the mold down with bleach about once a month. She complained to the manager about the mold in March (when he came to investigate the bugs discussed below.)

The tenant also has had flies and mosquitos in her unit since the removal of the windows with screens. Her unit is on the third floor and on the side of the building above the garbage collecting site, which contributes to this problem. She and her husband cannot eat sitting down, because the problems with the flies are so significant. Additionally, in the summer, the unit is very hot, now that the double paned windows have been installed. She never had bugs before the new windows were installed because screens were a part of the prior windows. She complained about the bugs to the apartment manager in March of 2019, and was told that he would get back to her. She has not been contacted by anyone since.

On cross-examination the tenant testified that she believed that the mold in her bathroom relates to the new windows because she did not have mold before the new windows and now she does. She does not understand why the mold is in the bathroom, rather than nearer to the windows, other than that the bathroom gets wet.

Tenant Mitchell: The tenant testified that he did not file a response to the *Property Owner Petition for Approval of a Rent Increase*. He lives in unit # 1804 and new windows were installed in his apartment. The new windows do not have screens and he has a problem with bugs since the new windows were installed because of the lack of screens.

Mitchell further testified that he is the author of the letter regarding asbestos (Exhibit 19) from "Sammie Mitchell" that was produced by the owner. When the window replacement began he became concerned that asbestos might be disturbed, so he wrote this letter. After he wrote the letter, an asbestos remediation crew was hired and remediated the asbestos properly, as far as he was concerned.

Tenant Hagos: The tenant testified that he resides in unit # 1205. After the new windows were installed, he discovered black spots in his unit that he does not believe were present before the new windows were installed. These spots are depicted in Exhibit 7, which are photographs that were taken in approximately January of 2019. Sometime before January of 2019, he asked an employee from the management company what the black spots were, and the employee cleaned the area with bleach. Soon thereafter, the black spots returned. The tenant has since cleaned the black spots himself using the same procedure on at least two occasions. Again the stains have returned.

He further testified that the new windows don't have screens, which causes him not to open the windows at all because he is deathly afraid of bugs.

²² Exhibit 21.

On cross-examination, the tenant testified that the windows look newer than the prior windows. Other than that he does not see any other benefit to the new windows. He does not know what caused the black spots to appear on the walls.

Tenant Zachoszcz: The tenant testified that she resides in unit 1001 and has lived in the unit for 7 years. She has always had a problem with mold in her unit but the problem has gotten worse in that now she also has mold in the bathroom. She did not experience mold in the bathroom before the installation of the new windows. The tenant produced photographs of the mold in her unit.²³

The tenant also testified that the new windows also cause ventilation problems that did not exist with the prior windows and there is a constant issue with bugs (mosquitos, moths and ladybugs) because there are no screens. The new windows do reduce noise (when they are closed.)

The tenant testified on cross-examination that her housekeeping efforts can keep the mold at bay. She believes that the windows are airtight and are energy efficient.

Tenant Yesena Mitchell: The tenant testified that she lives with her wife, Allegra Mitchell, who filed a response to the owner's petition. They live in unit 901 and have lived there since 2015.

She and her wife are having problems with the windows related to the lack of screens. They have experienced entry of spiders and ladybugs and also, their cat, for whom they pay an additional pet rent, was able to get out on the ledge when they left the window open. Because of these problems, they are unable to keep the windows open very much at all.

Additionally, the tenants have experienced a problem with mold in their unit since the installation of the new windows, which, as far as she can recall, did not occur earlier. The mold has appeared under the windows and in the bathroom.

Additionally, the ventilation is limited because they cannot keep the windows open because of the lack of screens.

Tenant McGrane: The tenant testified that she lives in unit #1508. She has safety concerns regarding the new windows because she has a cat in the unit. Since her cat is small enough to fit through the open casement windows, she cannot open the windows in her unit at all. With the prior windows, she could open them because there were screens. She produced a photograph of another tenant's cat, sitting outside the building on the 5th floor.²⁴ Because her unit is on the 15th floor, she is concerned that she would be jeopardizing her cat's safety if she opened the windows at all. She pays pet rent, and expects that her unit would be safe for her pet.

²³ Exhibit 22. The first page of photographs relate to the tenant's complain about the poor paint job after the windows were replaced. Pages two and three show photographs relating to mold under her heater and underneath her windows.

²⁴ Exhibit 23, page 5.

The tenant also has complaints about the heat in the unit, which is related to the fact that she cannot open the windows anymore. She does not get mold in her unit.

The tenant has communicated with the management company regarding the lack of screens and the safety related to her pet.²⁵

James Vann: Mr. Vann is the representative for all of the tenants for whom the owner is seeking pass-through, other than Ms. McGrane. He is not a tenant in the building. At the Hearing, Vann attempted to offer testimony and documentation regarding going to Home Depot with Mr. Yu, a tenant in the building and obtaining a quote for a window the same size as the windows in the apartment. The Exhibit offered into evidence was marked as Exhibit 24. Vann's testimony was not admitted into evidence. At the Hearing, the Hearing Officer ruled that Exhibit 24 was not admissible.

On September 9, 2019, James Vann submitted an email to the Hearing Officer objecting to the failure to admit the Home Depot quote into evidence in which he argued that because the tenants claim that the owner engaged in "gold plating or over improvement" that the quote from Home Depot was admissible.²⁶ See discussion in Findings of Fact and Conclusions of Law, below.

Exhibit 24 is a "Special Order Quote" from Home Depot dated June 29, 2019, for windows of the same approximate size of the windows in the tenants' units. The document shows a drawing of a casement window as was installed. There is a large picture window in the center with two equal sized casement windows on each side. The quote for each complete window appears to be \$3,059.61 before a possible savings, and \$2,600.²⁶ with an available savings.²⁷ This is the pre-tax price. The document does not mention whether the price includes installation, and there is no mention of a limiter.

Contentions of the Owner: The owner contends that the overall benefits of the new windows far outweigh any problems. There is increased energy efficiency, better sound control, an increased condensation resistance factor, and a lower air leakage factor. The old windows were passed their useful life.

Contentions of the Tenants Represented by James Vann: The tenants contend that the new windows benefit the owner and not the tenants. The lack of screens is a major defect of these windows, and as such, cannot be a benefit to the tenants. The windows could have been less expensive, and the tenants are only responsible for windows that are comparable to the windows that were replaced. The windows that were installed are far superior than those that were replaced, and the excess is goldplating under the Ordinance.

Additionally, the tenants object to the cost of the asbestos work under the project, both because no permit was taken out for the asbestos work, and because the removal of

²⁵ Exhibit 23, pages 1-4

²⁶ Mr. Vann sent a copy of this email to the Owner's attorney.

²⁷ The quote itself is ambiguous in that there are two line numbers for two different windows, one for \$1,366.39 and one for \$1,233.87.

asbestos is a maintenance matter, and not a capital improvement. Finally, the tenants contend that the mock up project was done prior to the permit being taken out, so this expense cannot be passed on to the tenants.

Contentions of Tenant McGrane: The four benefits listed by the owner (energy efficiency, sound control, condensation resistance and air leakage) were not benefits to the tenants. Because the unit is a pet friendly building, the tenants should have a safe environment for their pets, and the new windows decreased that safety. Further, the new windows are more attractive, making it a better sell for marketing purposes for new tenants. Finally, she contended that the new windows were not a sufficient replacement for the old windows because of the lack of screens.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, were the tenants served with the *RAP Notice*?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy²⁸ and together with any notice of rent increase.²⁹ Additionally, an owner petition cannot be considered filed until the owner has produced evidence of having serviced each affected tenant with a *RAP Notice* prior to filing the petition.³⁰

The owner has provided a statement under oath that all the affected tenants were served with the *RAP Notice* prior to the owner filing this petition. The majority of tenants agreed. No contrary testamentary evidence was provided at the Hearing by the tenants who appeared.

The Ordinance states that when an owner alleges under oath that the *RAP Notice* was served, a tenant can controvert this statement at the Hearing. O.M.C. § 8.22.060(B) None of the tenants who testified at the Hearing testified that a *RAP Notice* was not served.

Therefore, the owner has established that it has served the *RAP Notice* on the tenants prior to filing its petition.

Can a tenant who does not file a response to the *Owner Petition* testify at the Hearing?

The Rent Adjustment Ordinance requires that before a capital improvement rent increase is granted, an owner must first file a petition with the RAP and get approval for the rent increase. O.M.C. §8.22.065(A). A tenant is given notice of the owner petition, and an opportunity to respond to the petition. O.M.C. § 8.22.090(A)(5). In this case, many tenants filed responses to the owner petition, but tenant Mitchell did not.

At the Hearing, many tenants testified. Testimony was provided by tenants who responded, as well as by tenant Mitchell, who also resides in the building. Percipient

²⁸ O.M.C. § 8.22.060(A)

²⁹ O.M.C. § 8.22.070(H)(1)(A)

³⁰ O.M.C. § 8.22.090(B)(1)(c)

witness testimony is admissible, whether or not the witness is a party to the action. Mitchell's testimony was submitted as a witness testimony to the conditions in the building related to the windows. This evidence is the evidence of a percipient witness. Mr. Mitchell's testimony was admissible.

Can the allegations raised by the tenants regarding decreased services be adjudicated in response to a capital improvement petition?

A *Property Owner Petition for Approval of a Rent Increase* must be filed by an owner for all rent increases that exceed the CPI and banking. O.M.C. § 8.22.065(A). Any rent increase not based on the CPI and banking that is not first approved by the RAP is "void and unenforceable." Id.

Tenants are served with copies of any *Property Owner Petition* that applies to them, and can contest the rent increase by responding to the petition. O.M.C. § 8.22.090(A)(5). However, in order to file a claim for decreased housing services, a tenant must file a petition. O.M.C. § 8.22.090(A)(1). The Ordinance states:

"A Tenant may file a petition regarding any of the following: The owner decreased housing services to the tenant....". Id at (e).

There is no support in the Ordinance for a tenant to claim decreased services in response to a *Property Owner Petition for Approval of a Rent Increase*.

In this case, many tenants filed documents with their responses in which they claimed that they were experiencing decreased housing services. None of these claims were considered at the Hearing. While the tenants were permitted to testify as to any problems they were having with the windows, in order to determine if the windows "primarily benefit" the tenants, as discussed below, no other claims were considered, and no other testimony was allowed.

Can James Vann, the tenant representative, testify at the Hearing regarding the cost of a window?

James Vann represents the vast majority of tenants that appeared at this Hearing, and all other tenants who filed responses to the Owner Petition. At the Hearing he sought to offer testimony into the record regarding a trip to Home Depot with a tenant to request quotes for windows of a comparable size to the windows replaced by the owner. At the Hearing on July 16, 2019, Vann stated that he and Tenant Yu went to Home Depot to get the quote. Mr. Yu was not present at this Hearing, although he had been at the Hearing held on April 23, 2019.

It has long been the practice at the RAP that a representative of a party may not also be a witness. A representative is different than an agent, who can testify at a Hearing. The practice against having a representative testify is based on the general principle that an attorney should not both act as an advocate in a trial and as a witness. See California Rules of Professional Conduct, #3.7. The rule states:

“(a) A lawyer shall not act as an advocate in a trial in which the lawyer is likely to be a witness unless:

- (1) the lawyer's testimony relates to an uncontested issue or matter;
- (2) the lawyer's testimony relates to the nature and value of legal services rendered in the case; or
- (3) the lawyer has obtained informed written consent from the client. If the lawyer represents the People or a governmental entity, the consent shall be obtained from the head of the office or a designee of the head of the office by which the lawyer is employed.”

None of the above exceptions apply to this case.

While Mr. Vann is not a lawyer, the same principles that support the rule for lawyers should apply to representatives in an Administrative Hearing. The Courts have held that enforcement of the prohibition against an attorney testifying “is more than just an ethical obligation of individual counsel’ but rather ‘a matter of institutional concern implicating the basic foundations of justice system’”. See *People v. Donaldson* (2001) 93 Cal. App. 4th 916, 928, citing *United States v. Prantil* (9th Cir. 1985) 764 F.2d. 548, 553. The role of an representative is to advance or argue the case of those he or she represents, where the role of a witness is to objectively state the facts. These roles are inconsistent.

Furthermore, Mr. Vann had the capacity to bring the tenant who went with him to Home Depot to the Hearing and chose not to. Neither did he ask for a continuance to allow Mr. Yu to testify (either at the Hearing or in his email requesting admission of the Home Depot document.)

Can the tenants proposed Exhibit of a Home Depot quote for a Milgard window be admitted into evidence?

While it is not proper for a representative to request reconsideration of a ruling by email, rather than by a written filed submission, Mr. Vann did communicate his request for reconsideration to opposing counsel.

The original decision to not allow Exhibit 24 (the Home Depot proposal) into evidence was incorrect. The document is a business record from Home Depot, and the rules of evidence in administrative proceedings are not the same as in court, and are more relaxed. The fact that there was no testimony of an individual who could lay a foundation for the admissibility of the Home Depot invoice goes to the weight the Hearing Officer should give the evidence, rather than to its admissibility. Therefore, the document is considered in the discussion on capital improvements, below.

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Are permits required before a capital improvement rent increase can be granted?

In order to be considered a capital improvement, the improvement has to be "completed." Regulations Appendix § 10.2.1. The Oakland Building Code provides that "all construction or work for which a permit is required shall be subject to inspection by the Building Official in accordance with and in the manner provided by this Code and the Oakland Building Construction Code...." O.M.C. § 15.08.140. Without a finalized permit, the work cannot be said to be "completed." This is particularly true because where the proper permits were not issued, the City can demand that the work be redone and inspected.

The *Housing, Residential, Rent and Relocation Board (HRRRB)* has held that if a particular project required a permit, then a capital improvement rent increase cannot be granted for the costs expended on that project unless the owner produced evidence that permits were issued and finalized. See *Falcon v. Bostrom*, T13-0279 and *Ludwig v. Tenants*, L16-0038.

See below for a discussion of permit status for each category of the work done.

Is the Owner entitled to a capital improvement rent increase?

The Ordinance: A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.³¹ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.³² In order for a capital improvement to be allowed, the improvement must primarily benefit the tenants rather than the owner.^{33, 34}

Items eligible for a capital improvement increase will be amortized over the useful life of the improvement unless the useful life would cause the rent increase to exceed 10%.³⁵ If the 10% limit would be exceeded, the amount of the amortization period is extended so that the rent increase is not greater than 10%.³⁶ The owner is also entitled to imputed financing for the cost of the capital improvements.³⁷ Finally, for all expenses, the owner is entitled to seek 70% of the costs expended.³⁸

³¹ O.M.C. § 8.22.070(C)

³² Regulations Appendix, § 10.2.2(4)(e)

³³ Regulations Appendix § 10.2.2(1)

³⁴ At the Hearing, the tenant representative repeatedly argued that the windows do not "substantially benefit" the tenants. The Ordinance and Regulations do not require substantial benefit. The requirement is that it "primarily benefit" the tenant.

³⁵ Regulations Appendix § 10.2.3(2)

³⁶ Regulations Appendix § 10.2.3 (2)

³⁷ Regulations Appendix § 10.2.3(3)(a)

³⁸ Regulations Appendix § 10.2.3(3)(a)

The reimbursement of capital expenses must be discontinued at the end of the amortization period. The amortization period for each item is listed on the attached spreadsheets, and then calculated based on the weighted average of the expenses being amortized.

An owner has discretion to make such improvements, and does not need the consent or approval of tenants. Additionally, the improvements must have been completed and paid for within 24 months prior to the date the owner files a petition.³⁹ An owner has the burden of proving every element of his/her case by a preponderance of the evidence. Since the owner's petition was filed on September 27, 2018, the owner is entitled to pass-through those allowable costs that were both incurred and paid for after September 28, 2016.

Costs Allowed and Disallowed: To prove a capital improvement cost, both an invoice and proof of payment are necessary. The owner produced proof of payment and invoices totaling \$2,922,050.01 for the window installation, which includes the mock-up costs and the asbestos remediation fees. The owner had a permit for the installation of the windows, and the permit was finalized.

The tenants contended that the window expenses cannot be passed through because they were not a benefit to the tenants, in that there is an increased problem with mold; there are no screens (which were an amenity of the prior windows) which causes problems with bugs as well as safety problems for animals; there are problems with increased noise when the windows are opened; and generally, there has not been a substantial benefit to the tenants.

While the tenants have established by a preponderance of the evidence that many tenants are experiencing problems related to mold and mildew in their units that has either increased since the installation of the new windows or has started since the installation of these windows, the existence of mold in their units does not erase the other benefits of the new windows. The owner's evidence that these new windows are dual pane and not single pane; reduce noise (when the windows are closed); are far more energy efficient; are free of leaks; prevent moisture intrusion; and are better at reducing condensation is uncontested. Additionally, there was uncontested evidence that the tenants pay for their own energy costs in the building, which means that the energy efficiency benefits the tenants and not the owner.

The same is true with respect to the tenants complaints of lack of screens (both in what the lack of screens let in, like bugs, and in what the lack of screens let out, like pets) and noise when the windows are opened. These complaints may have given rise to claims of decreased housing services⁴⁰ but it is not a defense to a capital improvement pass-through that certain tenants are dissatisfied with the windows.

³⁹ Regulations Appendix, § 10.2.1

⁴⁰ No determination is made here as to whether any claim of decreased services is or is not time barred.

The Hearing Officer has no discretion to reduce the capital improvement pass-through amount based on some tenants' dissatisfaction with the chosen product if the owner has proven that the windows primarily benefit the tenants. Because the old windows had outlived their useful life and were worn and because these windows provided significantly increased energy efficiency, (as well as the other benefits noted above) the owner has met its burden that the windows primarily benefit the tenants rather than the owner.

Additionally, the tenants represented by Mr. Vann argued that the purchased windows were "gold plating" and that the owner could have provided windows comparable to the windows that were replaced, for far less money than was spent.

The Ordinance states:

"Capital improvements do not include the following as set forth in the regulations: correction of serious code violations not created by the tenant; improvements or repairs required because of deferred maintenance; or improvements that are greater in character or quality than existing improvements ("gold-plating" "over-improving") excluding improvements approved in writing by the tenant, improvements that bring the unit up to current building or housing codes, or the cost of a substantially equivalent replacement." O.M.C. § 8.22.020.

The Regulations further define "gold-plating" or "over-improvements" as follows:

i. Examples:

- (a) A landlord replaces a Kenmore stove with a Wolf range. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.
- (b) A landlord replaces a standard bathtub with a jacuzzi bathtub. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

ii. Burden of Proof

- (a) The tenant has the initial burden to prove that the improvement is greater in character or quality than existing improvements.
- (b) Once a tenant meets the burden to prove that the improvement is greater in character or quality than existing improvements, the burden shifts to the landlord to prove that the tenant approved the improvement in writing, the improvement brought the unit up to current building or housing codes, or the improvement did not cost more than a substantially equivalent replacement." Regulations, Appendix A, §10.2.2(4)(c).

The tenants brought no probative evidence for their contention that the windows were an over-improvement. They did not offer evidence of a window specialist, or a City of Oakland employee, to contest the owner's contentions that these kinds of windows were required by new building codes or that there were windows that could have been installed that met the building codes that were less expensive. They did not produce any evidence that the windows that were installed were an over-improvement from the

windows that had been replaced; in fact, the entirety of the tenants' factual testimony was that the new windows were deficient as compared to the old windows.

The tenant's Exhibit from Home Depot does not change the result. That the owner could have purchased a less expensive product elsewhere does not mean that the product it purchased was an over-improvement. There is no information from the Home Depot document whether the cost includes installation or not. The quote states that it is an approximate equitable window. Additionally, there is no explanation as to whether or not this window complies with the Building Code requirement that a window in a high rise not allow an opening greater than 4". Without testimony from a window specialist that the windows that were installed were of substantially greater "character" or "quality" than an equivalent replacement, or that these kinds of windows can be installed in a high-rise, no deduction for over-improvement can occur.

Tenant McGrane on the other hand claimed that the windows were insufficient and as such should not be allowed as a capital improvement pass-through based on the tenants' claims, discussed above, that the windows create mold, noise, bugs and fail to adequately protect the residents' pets. As noted above, this argument relates to the question of whether or not the windows are a benefit to the tenants. Since a determination has been made that the windows are a benefit to the tenants, this claim fails.

With respect to specific costs associated with the window replacement the tenants contested that two expenses could not be considered. They claim that the cost for the window mock-up project, which was performed before the permit was taken out, cannot be considered. Additionally, they claim that the asbestos work, which was added as a "Change Order" cannot be included because no City of Oakland permit was produced for the asbestos work.

The tenants are correct that the work for the mock up project cannot be included in the cost. This is true for two reasons. First, the work was done substantially before the permit was pulled. According to the records, the mock-up project was contracted in March of 2016 and was paid for in September and November of 2016. The HRRRB has upheld a Hearing Decision in which work done prior to a permit being issued was not allowed. See *Arms v. Tenants, L17-0231 (HRRRB, 2019)*. Additionally, capital improvement expenditures can only be approved when the costs were "completed and paid for" within two years of the owner's petition date. The mock up project was completed before September 28, 2016. Therefore, the mock up project expenses are not included.

As to the asbestos costs, the evidence suggests that those costs were a part of the project for the window replacement. The City of Oakland does not require permits for asbestos work. From the documents produced by the owner, it appears that asbestos work is controlled by the *Bay Area Air Quality Management District (BAAQMD)*. The owner produced evidence that the agency was provided with an *Asbestos Removal or Demolition Plan* and that fees were paid per the document. Nonetheless, the owner did

not produce any testimony regarding what the extent of the removal or demolition plan was nor what the requirements were from BAAQMD. In fact, none of the witnesses who testified on behalf of the owner, actually knew much about the project details as it related to the asbestos work. For that reason, it is not known what the approval requirements were, or if they were met.

Furthermore, the document from the removal company states that the cost of \$2,400 a unit, was based on three windows being removed in each unit. This was not the case. While three windows were removed in the 2 bedroom units, the 1 bedroom units only had two windows removed. No effort was made to explain this disparity and it resulted in a significant overpayment of expenses. Therefore, the actual cost of the asbestos project is suspect.

For all these reasons, the asbestos work is disallowed.

What is the allowable pass-through?

To determine the allowable costs, the full contract price for the windows, of \$2,877,370 is considered. The mock-up project costs is not included in this price, as the records show that Applications 1 and 2 were for a different contract specifically for the mock-up work. Subtracted from the contract price is the asbestos costs of \$302,640. The total allowable costs is therefore \$2,574,730. Since the owner installed two windows of the same size in each one bedroom unit and three windows of the same size in each two bedroom unit, the owner installed 476 windows. For each window, the total allowable cost was therefore \$5,409.10. Therefore for the one bedroom units the total allowable cost is \$10,818.19 and the two bedroom units is \$16,227.29. The allowable pass-through is limited to 70% of the expense, so for each one bedroom unit the owner is entitled to pass-through \$7,572.73 and for each two bedroom unit the owner is entitled to pass-through \$11,359.10.

The question that arises is the correct amortization period for this kind of window replacement. The amortization schedule attached to Appendix "A" of the Regulations lists glass for windows as having a 5-year amortization period. But here, far more than the glass was replaced. The entire frame for the window was replaced, along with the window glass. There is no reference on the Amortization table for this particular kind of window replacement. When no explicit rule applies, the Hearing Officer has discretion to determine the correct amortization period. The replacement of the entire window, including the frame, is more akin to expenditures similar to insulation, carpentry, counters, plumbing fixtures and cabinets; each of which has a 10 year amortization period. Therefore, the amortization period for this window replacement including the frame is 10 years (120 months).⁴¹

Attached as Exhibit A, is the capital improvement calculator, showing the costs associated with a one-bedroom apartment. The calculator shows the date the permit was

⁴¹ This conclusion is further supported by the testimony of Mr. Wilson who stated that after 20 years, one would expect window frames would start to deteriorate.

obtained (12/16/16), the date the work was completed (which was the last payment date of 4/20/18) and the full cost associated with a single one bedroom apartment of \$10,818.19. With a 10-year amortization period and imputed interest, the allowable amortized costs per unit is \$73.20.

Attached as Exhibit B, is the capital improvement calculator, showing the costs associated with a 2-bedroom apartment. The calculator shows the same dates as above and the full cost associated with a single two bedroom apartment of \$16,227.29. With a 10-year amortization period and imputed interest, the allowable amortized costs per unit is \$109.80.

Since no rent increase can be larger than 10% of the current base rent, further consideration is necessary as to those units where the one bedroom apartment rent is less than \$732 a month and where the two bedroom apartment rent is less than \$1,098 a month.

The owner's list of current tenants and their rents (Exhibit 16) combined with the list of one and two bedroom apartments (Exhibit 1, pages 1-4) shows that no tenant in a one bedroom apartment is paying less than \$732 a month in rent. Therefore, the owner may pass-through to all tenants in one bedroom units a capital improvement pass-through rent increase not to exceed \$73.20 a month for a period of 120 months.

As to the tenants who reside in two bedroom units, the tenants in units 203, 205, 209, 403, 406, 410, 603, 804, 805, 903, 1208, 1209, 1303, 1504, 1507, 1705, 1709, 1710, 1803, 1804, and 1806 each pay less than \$1,090.80 a month in rent. Therefore, the amortization period and allowable rent increase for these tenants must be adjusted to comply with the Regulations. For each of these tenants, their allowable increase is listed separately in the Order below. As for all other tenants in a two bedroom units, the owner may pass-through a capital improvement pass-through rent increase not to exceed \$109.80 a month for a period of 120 months.

ORDER

1. Petition L18-0173 is granted in part.
2. As to all the tenants in one bedroom units, the owner is entitled to a \$73.20 rent increase based on capital improvements, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*.
3. No rent increase can be served with an effective date any earlier than 12 months after each tenant's last rent increase.
4. The capital improvement rent increase for all tenants in one bedroom apartments expires 120 months after it goes into effect.

5. As to all the tenants in two bedroom units, (except for those listed below) the owner is entitled to a \$109.80 rent increase based on capital improvements, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*.
6. The capital improvement rent increase for all tenants in two bedroom apartments (except those listed below) expires 120 months after it goes into effect.
7. As to the tenant in unit 203 (Mills), the base rent is \$915.44 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.
8. As to the tenant in unit 205 (Chen), the base rent is \$849.53 a month. The owner is entitled to a capital improvement rent increase of \$83.01, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 168 months after it takes effect.
9. As to the tenant in unit 209 (Henson), the base rent is \$973.91 a month. The owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 144 months after it takes effect.
10. As to the tenant in unit 403 (Chen), the base rent is \$920.91 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.
11. As to the tenant in unit 406 (Davis Hinton), the base rent is \$987.14 a month. The owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 144 months after it takes effect.
12. As to the tenant in unit 410 (Fields), the base rent is \$939.08 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.
13. As to the tenant in unit 603 (Yan), the base rent is \$914.21 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.
14. As to the tenant in unit 804 (McGrew), the base rent is \$1,056.01 a month. The owner is entitled to a capital improvement rent increase of \$101.26, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase

notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 132 months after it takes effect.

15. As to the tenant in unit 805 (Liang), the base rent is \$909.12 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

16. As to the tenant in unit 903 (Sun), the base rent is \$887.69 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

17. As to the tenant in unit 1208 (Anderson), the base rent is \$1,064.71 a month. The owner is entitled to a capital improvement rent increase of \$101.26, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 132 months after it takes effect.

18. As to the tenant in unit 1209 (Chan), the base rent is \$872.69 a month. The owner is entitled to a capital improvement rent increase of \$83.01, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 168 months after it takes effect.

19. As to the tenant in unit 1504 (Luan), the base rent is \$937.07 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

20. As to the tenant in unit 1507 (Zhang), the base rent is \$937.08 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

21. As to the tenant in unit 1705 (Crew), the base rent is \$930.42 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

22. As to the tenant in unit 1709 (Hill), the base rent is \$979.01 a month. The owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 144 months after it takes effect.

23. As to the tenant in unit 1710 (Zhang), the base rent is \$956.04 a month. The owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30

days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 144 months after it takes effect.

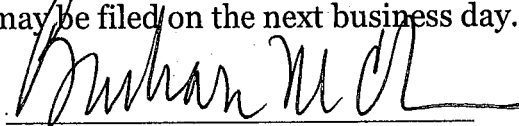
24. As to the tenant in unit 1803 (Holliman), the base rent is \$938.44 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

25. As to the tenant in unit 1804 (Mitchell), the base rent is \$989.22 a month. The owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 144 months after it takes effect.

26. As to the tenant in unit 1806 (Burton), the base rent is \$907.98 a month. The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.

27. **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 29, 2019



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Monthly Amortized Cost per Unit	Date Validation (2 years ago max)	Petition Date	
											Number of Residential Units	
Windows	12/16/2016	04/20/18	\$10,818.19	\$7,572.73	\$7,572.73	3.022%	10	\$73.20	\$73.20	OK	1	9/27/18
Subtotal (with weighted averages) Place X in cell B19 if property is mixed use.				\$7,572.73	\$7,572.73	3.022%	10	\$73.20	\$73.20			
Residential square footage												
Other use square footage												
Percent residential use												
Total Cost Per Unit Allocated to Residential Units					\$7,572.73	3.022%	10		\$73.20			

000360

TOTAL RENT INCREASE FOR EACH UNIT

Unit	Current Rent	Allowed Pass Through per Unit (from F23 if building wide only)	Imputed Interest	Amortization Period (years)	Allowed Monthly Increase	Percent Increase
203	\$915.44	\$11,359.10	3.022%	13	\$88.14	9.63%
205	\$849.53	\$11,359.10	3.022%	14	\$83.01	9.77%
209	\$973.91	\$11,359.10	3.022%	12	\$94.15	9.67%
403	\$920.91	\$11,359.10	3.022%	13	\$88.14	9.57%
406	\$987.14	\$11,359.10	3.022%	12	\$94.15	9.54%
410	\$939.08	\$11,359.10	3.022%	13	\$88.14	9.39%
603	\$914.21	\$11,359.10	3.022%	13	\$88.14	9.64%
804	\$1,056.01	\$11,359.10	3.022%	11	\$101.26	9.59%
805	\$909.12	\$11,359.10	3.022%	13	\$88.14	9.70%
903	\$887.69	\$11,359.10	3.022%	13	\$88.14	9.93%
1208	\$1,064.71	\$11,359.10	3.022%	11	\$101.26	9.51%
1209	\$872.69	\$11,359.10	3.022%	14	\$83.01	9.51%
1504	\$937.07	\$11,359.10	3.022%	13	\$88.14	9.41%
1507	\$937.08	\$11,359.10	3.022%	13	\$88.14	9.41%
1705	\$930.42	\$11,359.10	3.022%	13	\$88.14	9.47%
1709	\$979.01	\$11,359.10	3.022%	12	\$94.15	9.62%
1710	\$956.04	\$11,359.10	3.022%	12	\$94.15	9.85%
1803	\$938.44	\$11,359.10	3.022%	13	\$88.14	9.39%
1804	\$989.22	\$11,359.10	3.022%	12	\$94.15	9.52%
1806	\$907.98	\$11,359.10	3.022%	13	\$88.14	9.71%

000362



Housing and Community Development Department
Rent Adjustment Program

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

DECISION SUMMARY

CASE NUMBER: L18-0173, Merritt on 3rd KW Lake Merritt LLC
v. Tenants

PROPERTY ADDRESS: 1130 3rd Avenue, Oakland, CA

DATES OF HEARING: April 23, 2019; July 16, 2019

DATE OF DECISION: October 29, 2019

1. Petition L18-0173 is granted in part.
2. As to the tenant in unit 201 (Oliver), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
3. As to the tenant in unit 202 (Wilson), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
4. As to the tenant in unit 203 (Mills), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 156 months after it takes effect.
5. As to the tenant in unit 205 (Chen), the owner is entitled to a capital improvement rent increase of \$83.01, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 168 months after it takes effect.

6. As to the tenant in unit 206 (Holbrook), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
7. As to the tenant in unit 207 (Tommingner), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
8. As to the tenant in unit 208 (Townsend), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
9. As to the tenant in unit 209 (Henson), the owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 144 months after it takes effect.
10. As to the tenant in unit 210 (Truesdell), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
11. As to the tenant in unit 302 (Yu), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
12. As to the tenant in unit 306 (Budlong), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
13. As to the tenant in unit 307 (Aityan), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.
- 14.

15. As to the tenant in unit 308 (Smith), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

16. As to the tenant in unit 309 (Gibbs), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

17. As to the tenant in unit 310 (Hodges), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

18. As to the tenant in unit 402 (Smith), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

19. As to the tenant in unit 403 (Chen), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

20. As to the tenant in unit 406 (Davis Hinton), the owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 144 months after it takes effect.

21. As to the tenant in unit 408 (Akyol), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

22. As to the tenant in unit 410 (Fields), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

23. As to the tenant in unit 505 (Alhadeff), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

24. As to the tenant in unit 509 (Batsukh), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

25. As to the tenant in unit 510 (Knutson), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

26. As to the tenant in unit 603 (Yan), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

27. As to the tenant in unit 608 (Mah), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

28. As to the tenant in unit 703 (Leong), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

29. As to the tenant in unit 704 (Scarfe), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

30. As to the tenant in unit 705 (Robinson), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

31. As to the tenant in unit 706 (Saldana), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

32. As to the tenant in unit 707 (Ju), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The rent increase expires 120 months after it takes effect.

33. As to the tenant in unit 708 (McCoy), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

34. As to the tenant in unit 710 (Galicia), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

35. As to the tenant in unit 801 (Ng), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

36. As to the tenant in unit 802 (Peterson), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

37. As to the tenant in unit 804 (McGrew), the owner is entitled to a capital improvement rent increase of \$101.26, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 132 months after it takes effect.

38. As to the tenant in unit 805 (Liang), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

39. As to the tenant in unit 806 (Canham), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served

by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

40. As to the tenant in unit 810 (Dimba), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

41. As to the tenant in unit 901 (Mitchell), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

42. As to the tenant in unit 903 (Sun), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

43. As to the tenant in unit 909 (Petkovic), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

44. As to the tenant in unit 910 (Williams), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

45. As to the tenant in unit 1001 (Zachoszcz), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

46. As to the tenant in unit 1003 (Tesfai), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

47. As to the tenant in unit 1010 (Morgan), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

48. As to the tenant in unit 1101 (Roena), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

49. As to the tenant in unit 1102 (Shu), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

50. As to the tenant in unit 1106 (Joyce), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

51. As to the tenant in unit 1203 (Shine), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

52. As to the tenant in unit 1204 (Nam), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

53. As to the tenant in unit 1205 (Hagos), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

54. As to the tenant in unit 1207 (Collins), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

55. As to the tenant in unit 1208 (Anderson), the owner is entitled to a capital improvement rent increase of \$101.26, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 132 months after it takes effect.

56. As to the tenant in unit 1209 (Chan), the owner is entitled to a capital improvement rent increase of \$83.01, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 168 months after it takes effect.

57. As to the tenant in unit 1303 (Metsonii), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

58. As to the tenant in unit 1305 (Lieberman), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

59. As to the tenant in unit 1307 (Wold), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

60. As to the tenant in unit 1308 (Collier), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

61. As to the tenant in unit 1309 (Liebb), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

62. As to the tenant in unit 1401 (Segura), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

63. As to the tenant in unit 1403 (Barron), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

64. As to the tenant in unit 1405 (Gotkas), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

65. As to the tenant in unit 1407 (Robinson), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

66. As to the tenant in unit 1409 (Siskin), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

67. As to the tenant in unit 1501 (Moorjani), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

68. As to the tenant in unit 1503 (Thorp), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

69. As to the tenant in unit 1504 (Luan), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

70. As to the tenant in unit 1505 (Lawrence), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

71. As to the tenant in unit 1507 (Zhang), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

72. As to the tenant in unit 1508 (McGrane), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

73. As to the tenant in unit 1601 (Kahn), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

74. As to the tenant in unit 1602 (Lawler), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

75. As to the tenant in unit 1603 (Schmidt), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

76. As to the tenant in unit 1606 (Polar), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

77. As to the tenant in unit 1607 (Flamenco), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

78. As to the tenant in unit 1609 (Dunne), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

79. As to the tenant in unit 1701 (McGhee), the owner is entitled to a capital improvement rent increase of \$73.20, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

80. As to the tenant in unit 1703 (Tepe), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

81. As to the tenant in unit 1705 (Crew), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

82. As to the tenant in unit 1706 (Pranksy), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

83. As to the tenant in unit 1707 (Anderson), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

84. As to the tenant in unit 1709 (Hill), the owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 144 months after it takes effect.

85. As to the tenant in unit 1710 (Zhang), the owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 144 months after it takes effect.

86. As to the tenant in unit 1802 (Cline), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

87. As to the tenant in unit 1803 (Holliman), the owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served

by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

88. As to the tenant in unit 1804 (Mitchell), the owner is entitled to a capital improvement rent increase of \$94.15, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 144 months after it takes effect.

89. As to the tenant in unit 1806 (Burton), the The owner is entitled to a capital improvement rent increase of \$88.14, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 156 months after it takes effect.

90. As to the tenant in unit 1807 (Stevenson), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

91. As to the tenant in unit 1808 (Council), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

92. As to the tenant in unit 1810 (Ward), the owner is entitled to a capital improvement rent increase of \$109.80, which will be effective 30 days (35 days if served by mail) after the owner serves the rent increase notice, a *RAP Notice*, and the *Decision Summary*. The new capital improvement pass-through will expire 120 months after it goes into effect.

Dated: October 29, 2019



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L18-0173

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

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

Documents Included

Hearing Decision and Decision Summary

Owner

Merritt on 3rd KW Lake Merritt LLC
1130 3rd Avenue
Oakland, CA 94606

Tenant Representative

James Vann
251 Wayne Avenue
Oakland, CA 94606

Owner Representative(s)

Daniel Mendez, FPI Management
800 Iron Point Road
Folsom, CA 95630

Sid Rosenberg, Rosenberg & Link
725 30th Street, Suite 107
Sacramento, CA 95816

Tenant(s)

Aimee Escobar
1130 3rd Avenue #602
Oakland, CA 94607

Bayarra Batsukh
1130 3rd Avenue #509
Oakland, CA 94607

Alex Pransky
1130 3rd Avenue #1706
Oakland, CA 94607

Bernex Richardson
1130 3rd Avenue #701
Oakland, CA 94607

Alexandra Pabian
1130 3rd Avenue #1605
Oakland, CA 94607

Bryson Holbrook
1130 3rd Avenue #206
Oakland, CA 94607

Allegra Mitchell
1130 3rd Avenue #901
Oakland, CA 94607

Candy Yu
1130 3rd Avenue #302
Oakland, CA 94607

Aster Tesfai
1130 3rd Avenue #1003
Oakland, CA 94607

Chad Knutson
1130 3rd Avenue #510
Oakland, CA 94607

Barb Davis Hinton
1130 3rd Avenue #406
Oakland, CA 94607

Charles Robinson
1130 3rd Avenue #1407
Oakland, CA 94607

000375

Corinne Alhadeff
1130 3rd Avenue #505
Oakland, CA 94607

Craig Oliver
1130 3rd Avenue #201
Oakland, CA 94607

Daniel Thorp
1130 3rd Avenue #1503
Oakland, CA 94607

Daniel Wold
1130 3rd Avenue #1307
Oakland, CA 94607

David Canham
1130 3rd Avenue #806
Oakland, CA 94607

Diane Galicia
1130 3rd Avenue #710
Oakland, CA 94607

Dominic McGhee
1130 3rd Avenue #1701
Oakland, CA 94607

Douglas Chew
1130 3rd Avenue #1705
Oakland, CA 94607

Eric Gibbs
1130 3rd Avenue #309
Oakland, CA 94607

Fatima Fields
1130 3rd Avenue #410
Oakland, CA 94607

Gail Anderson
1130 3rd Avenue #1208
Oakland, CA 94607

Geraldine Henson
1130 3rd Avenue #209
Oakland, CA 94607

Guillermo Flamenco
1130 3rd Avenue #1607
Oakland, CA 94607

Harley Siskin
1130 3rd Avenue #1409
Oakland, CA 94607

Honeylett Smith
1130 3rd Avenue #308
Oakland, CA 94607

Hong Liang
1130 3rd Avenue #805
Oakland, CA 94607

Hul Chen
1130 3rd Avenue #403
Oakland, CA 94607

Isabela Robinson
1130 3rd Avenue #705
Oakland, CA 94607

Ivan Roena
1130 3rd Avenue #1101
Oakland, CA 94607

Jae Truesdell
1130 3rd Avenue #210
Oakland, CA 94607

Jeff Nam
1130 3rd Avenue #1204
Oakland, CA 94607

Jeremy Kahn
1130 3rd Avenue #1601
Oakland, CA 94607

Jesse Budlong
1130 3rd Avenue #306
Oakland, CA 94607

Jiajing Zhang
1130 3rd Avenue #1710
Oakland, CA 94607

John Burton
1130 3rd Avenue #1806
Oakland, CA 94607

Jonnie Petersen
1130 3rd Avenue #802
Oakland, CA 94607

Joseph Tomminger
1130 3rd Avenue #207
Oakland, CA 94607

000376

Joyce Monsieur
1130 3rd Avenue #1106
Oakland, CA 94607

Kar Yan
1130 3rd Avenue #603
Oakland, CA 94607

Karolina Zachoszcz
1130 3rd Avenue #1001
Oakland, CA 94607

Katherine Leong
1130 3rd Avenue #703
Oakland, CA 94607

Keefe Cline
1130 3rd Avenue #1802
Oakland, CA 94607

Kendra Hodges
1130 3rd Avenue #310
Oakland, CA 94607

Kevin Anderson
1130 3rd Avenue #1707
Oakland, CA 94607

Kherra Williams
1130 3rd Avenue #910
Oakland, CA 94607

Latasha Collier
1130 3rd Avenue #1308
Oakland, CA 94607

Lawrence Lawler
1130 3rd Avenue #1602
Oakland, CA 94607

Lenetra Stevenson
1130 3rd Avenue #1807
Oakland, CA 94607

Lenisha Shine
1130 3rd Avenue #1203
Oakland, CA 94607

Linda Mills
1130 3rd Avenue #203
Oakland, CA 94607

Marcellus McGrew
1130 3rd Avenue #804
Oakland, CA 94607

Maria Tepe
1130 3rd Avenue #1703
Oakland, CA 94607

Martin Zhang
1130 3rd Avenue #1507
Oakland, CA 94607

Maryclair McGrane
1130 3rd Avenue #1508
Oakland, CA 94607

Maya Collins
1130 3rd Avenue #1207
Oakland, CA 94607

Melissa Titus
1130 3rd Avenue #1702
Oakland, CA 94607

Michael Kinoti
1130 3rd Avenue #1402
Oakland, CA 94607

Michael Lawrence
1130 3rd Avenue #1505
Oakland, CA 94607

Michael Schmidt
1130 3rd Avenue #1603
Oakland, CA 94607

Myciah Wilson
1130 3rd Avenue #202
Oakland, CA 94607

Nikki Townsend
1130 3rd Avenue #208
Oakland, CA 94607

Perry Hollimon
1130 3rd Avenue #1803
Oakland, CA 94607

Prince Barron
1130 3rd Avenue #1403
Oakland, CA 94607

Qi Chen
1130 3rd Avenue #205
Oakland, CA 94607

000377

Qi Sun
1130 3rd Avenue #903
Oakland, CA 94607

Rika Ward
1130 3rd Avenue #1810
Oakland, CA 94607

Robert Lieberman
1130 3rd Avenue #1305
Oakland, CA 94607

Robin Carduner
1130 3rd Avenue #301
Oakland, CA 94607

Sammie Mitchell
1130 3rd Avenue #1804
Oakland, CA 94607

Sarah Murphy
1130 3rd Avenue #905
Oakland, CA 94607

Scott Council
1130 3rd Avenue #1808
Oakland, CA 94607

Sener Akyol
1130 3rd Avenue #408
Oakland, CA 94607

Sheila Ng
1130 3rd Avenue #801
Oakland, CA 94607

Sid Sahni
1130 3rd Avenue #904
Oakland, CA 94607

Solomon Hill
1130 3rd Avenue #1709
Oakland, CA 94607

Stephani Morgan
1130 3rd Avenue #1010
Oakland, CA 94607

Stephen Liebb
1130 3rd Avenue #1309
Oakland, CA 94607

Steven Mah
1130 3rd Avenue #608
Oakland, CA 94607

Tanesia Dunne
1130 3rd Avenue #1609
Oakland, CA 94607

Thaddeus Segura
1130 3rd Avenue #1401
Oakland, CA 94607

Tiffany Polar
1130 3rd Avenue #1606
Oakland, CA 94607

Timothy Scarfe
1130 3rd Avenue #704
Oakland, CA 94607

Tsoyung Luan
1130 3rd Avenue #1504
Oakland, CA 94607

Tuna Goktas
1130 3rd Avenue #1405
Oakland, CA 94607

Valentina Aityan
1130 3rd Avenue #307
Oakland, CA 94607

Valerie McCoy
1130 3rd Avenue #708
Oakland, CA 94607

Vicki Shu
1130 3rd Avenue #1102
Oakland, CA 94607

Vikram Dimba
1130 3rd Avenue #810
Oakland, CA 94607

Vikram Moorjani
1130 3rd Avenue #1501
Oakland, CA 94607

Vladimir Petkovic
1130 3rd Avenue #909
Oakland, CA 94607

Wai Chan
1130 3rd Avenue #1209
Oakland, CA 94607

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Wenhwa Ju
1130 3rd Avenue #707
Oakland, CA 94607

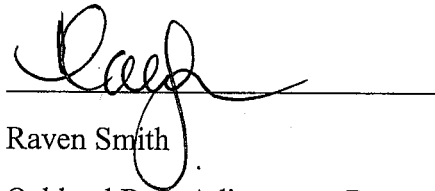
Yolanda Smith
1130 3rd Avenue #402
Oakland, CA 94607

William Metsonii
1130 3rd Avenue #1303
Oakland, CA 94607

Yonas Hagos
1130 3rd Avenue #1205
Oakland, CA 94607

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 1, 2019** in Oakland, CA.

A handwritten signature in black ink, appearing to read "Raven", is written over a horizontal line. The signature is stylized and cursive.

Raven Smith

Oakland Rent Adjustment Program

000379

Cohen, Barbara

From: jamesevann@aol.com
Sent: Monday, September 9, 2019 11:10 AM
To: Cohen, Barbara
Cc: sid@rosenberglink.com
Subject: Re: L18-0173 -- 1130 - 3rd Ave -- Tenant's Appeal of Hearing Officer's "Denial of Tenant Exhibit".

TO: Barbara Cohen, Hearing Officer Cohen

FR: James E Vann AIA, Tenant Representative for Designated Petitioners of Merritt on 3rd (1130 - 3rd Ave)

CC: Sid Rosenberg, Esq, Attorney/Representative for Owner

SUBJECT: Case L18-0173: Tenant's Appeal of Hearing Officer's "Denial of Tenant Exhibit".

At the Continued Hearing in Case L18-0173, 16 July 2019, Hearing Officer Cohen denied Tenants' submittal into evidence (via Tenant Representative Vann) documents essential to the Tenants' case, and which are required by the Regulations, and which are uniquely relevant to Tenants' appeal of Owner's alleged "Capital Improvements" costs as "Gold-Plating or Over-Improvement."

Section 10.2.2 4.c. assigns the "initial burden" to the tenant to prove "that the improvement is greater in character or quality than existing improvements."

The owner's testimony listed in great detail the many advance features and assumed superior performance of the replacement windows that greatly exceed the features and performance of the original windows that were removed and replaced, which, on its face is "intentional over-improvement," and which is part of the Tenants' Hearing petition.

It is acknowledged that improvement determinations -- for property valuation, maintenance efficiency, or whatever purpose -- are the option of the owner. However, by owner's direct testimony, it is unquestioned that the new windows are an "over-improvement" compared to the existing windows that were replaced. Additionally, the unanimous contentions of the Tenants is that the replacement windows constitute an "over-improvement" above the then existing windows, The remaining issue is not if there is over improvement, but by what quantity. Specific foundations of the owner's "over-improvement" includes:

- Selection of the "improved windows" was the sole determination of the owner.
- No tenants requested the additional features, nor were asked to concur in the replacements or the replacements added features.
- For existing buildings, the added features of the replacement windows are not required by applicable housing or building codes.
- Beyond the unneeded, costly, and poorly-performing of the replacement windows, a strong sample of the 175 tenants unanimously testified to the poor performance of the replacement windows compared to the then existing windows.

Per Section 10.2.2.4.c., part of the Tenants' burden was "to prove that the improvement is greater in character and quality than the existing improvement," The task of "proving," in this case is somewhat technical and beyond the experience of the typical tenant, thus the Tenants asked their representative if he could assist them to validate the over-improvement -- which seems an appropriate role of the Tenant representative as defined by Section 8.22.090.D. of the Regulations. Accordingly, on 28 June 2019, Tenant Representative Vann accompanied Tenant leader Kent Chun to Oakland Home Depot.

Armed with only the owner's file exhibit of illustrations and measurements of the existing windows. At Home Depot, we requested a quote for approx "replacement windows of the same material (operable Aluminum casement windows) in

similar sizes and features of code-compliant windows of similar quality of the 1980 to 2000 time period ... based on the owner's exhibit.

The Home Depot staff person selected inputs and printed out a cost sheet for the larger window (12 ft wide), and a cost sheet for the smaller window (10 ft wide). On 30 June 2019, the Home Depot cost quotes were date-stamped and filed at the RAP office, and were simultaneously transmitted to the owner's representative.

Near the close of the initial January 26 Hearing, some of the Tenants in attendance, including Chun, expressed that they would not be able to attend the Continued Hearing, but that they would be represented, and requested to give testimony now on their "Housing Services" claims that the Tenant Representative would not be able to present.

At the "Continued" Hearing on July 16 2019, Tenant Representative Vann submitted the Home Depot quotes as "exhibits" for the Tenants' claim of "over-improvement." The Tenants' exhibit was "denied" by the Hearing Officer stating that the Window cost quotes is "testimony" and that the Tenant Representative could not give testimony.

Tenants' contention that the Home Depot cost quotes are factual objective data which should be permitted:

1. Home Depot is an acknowledged "center" for construction-related products and information.
2. Home Depot does not have its own, nor does it promote any particular brand, but is a repository of all established brands of construction-related products.
3. The price quotes provided by Home Depot were based solely on the materials and measurements of the owner's exhibits without prejudice as to brand.
4. Home Depot was the best option available to the Tenants for obtaining and establishing an objective cost basis for window replacements as comparable as possible to the existing windows.
5. The Home Depot cost quotes differ from subjectively-derived testimony. The Tenants did not participate in any processes of subjective selection or choosing among variations of quality -- which could be subject to testimonial scrutiny -- but simply provided owner-provided information of the existing products and requested what might be comparable to the owner's exhibit. The Tenant Representative was only the "conveyor" to the Hearing of the objectively obtained information. . .
6. Because "Gold-Plating and Over-Improvement" is a factor of the Regulations that must be considered in a capital improvement claim, if the Hearing Officer were to examine the issue of comparable replacement -- even without tenant input -- the Hearing Officer could not do better than to request quotes for comparability from a general supplier such as Home Depot. . . .

Based on the above considerations, Tenants contend that the cost quotes provided by Home Depot are objective, are fact-based, and qualify to be accepted as factual exhibits relating to the "over-improvement" aspect of the owner's capital improvement claim.

Reconsideration of the Hearing Officer's previous determination is urgently requested.

James E Vann, Representative
for Tenants of Merritt on Third

Cohen, Barbara

From: Sid Rosenberg <sid@rosenberglink.com>
Sent: Tuesday, July 16, 2019 5:59 PM
To: Cohen, Barbara
Cc: jamesevann@aol.com
Subject: Re: L18-0173

Ms. Cohen,

Thank you for letting us know and for your consideration of this matter.

Sid

On Jul 16, 2019, at 4:26 PM, Cohen, Barbara <BCohen@oaklandca.gov> wrote:

Mr. Vann and Mr. Rosenberg; I am sorry for the confusion today and the missing Tenant Response forms. I have found them on the desk of a colleague and have all the necessary documents. There is no need to collect additional information. I will pull the evidence from the documents that were already produced by the testifying tenants.

Thank you for your consideration.

Barbara M. Cohen
Hearing Officer
City of Oakland
Rent Adjustment Program

Cohen, Barbara

From: jamesevann@aol.com
Sent: Tuesday, July 16, 2019 5:57 PM
To: Cohen, Barbara
Subject: Re: L18-0173

Mrs Cohen

Message received ... Thank you

James Vann
Tenant Representative

-----Original Message-----

From: Cohen, Barbara <BCohen@oaklandca.gov>
To: jamesevann@aol.com <jamesevann@aol.com>; Sid Rosenberg <sid@rosenberglink.com>
Sent: Tue, Jul 16, 2019 4:25 pm
Subject: L18-0173

Mr. Vann and Mr. Rosenberg; I am sorry for the confusion today and the missing Tenant Response forms. I have found them on the desk of a colleague and have all the necessary documents. There is no need to collect additional information. I will pull the evidence from the documents that were already produced by the testifying tenants.

Thank you for your consideration.

Barbara M. Cohen
Hearing Officer
City of Oakland
Rent Adjustment Program

RECEIVED
CITY OF OAKLAND

For date/stamp REGISTRATION PROGRAM

2019 NOV 15 PM 4:06



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

CITY OF OAKLAND

APPEAL

Appellant's Name JAMES E VANN		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant's REPRESENTATIVE	
Property Address (Include Unit Number) 1130 - 3RD AVE OAKLAND CA 94608			
Appellant's Mailing Address (For receipt of notices) JAMES E VANN 251 WAYNE AVE OAKLAND CA 94606		Case Number L18-0173	
		Date of Decision appealed OCTOBER 29, 2019	
Name of Representative (if any) FOR ALL TENANTS JAMES E VANN		Representative's Mailing Address (For notices) 251 WAYNE AVE OAKLAND CA 94606	

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

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


For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on 19 NOVEMBER 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	SID ROSENBERG, ESQ / ROSENBERG & LINK ATTORNEYS
Address	725 - 30th ST., SUITE 107
City, State Zip	SACRAMENTO CA 94816
Name	
Address	
City, State Zip	

	15 November 2019
---	------------------

SIGNATURE of APPELLANT (or DESIGNATED REPRESENTATIVE)

DATE

TEENANT LIST ATTACHED

For more information phone (510) 238-3721.

5

TENANTS' APPEAL
(APPEALLANTS – Chun Yu (tenant) & James Vann (Repr for all tenants))

Case L18-0173:

Property Address: 1130 -3rd Avenue, Oakland CA 94607

Dates of Hearing: April 23, 2019 & July 16, 2019

Date of Decision: October 29, 2019

Date of Service: November 1, 2019

SUBJECT: Tenant's Appeal of Hearing Officer's Determination on "Over-Improvement" ("Gold Plating").

Tenants' appeal the Hearing Officer's Decision on the sole ground of "Gold-Plating" (Over-Improvement), Ordinance 8.22.120, "Regulations," Section 10.2.2.c.

The appeal is being requested by Tenant Chun Yu and by Tenant Representative James Vann on behalf of all the tenants who petitioned in this Case (the listing of all the tenants who partitioned and are being represented is attached).

Grounds for the Appeal:

2) a). The Decision is inconsistent with OMC 6.22, Rent Board Regulations, or prior decisions of the Board.

Regulations Section 10.2.2.c. reads: "Gold plating" or "Over-improvements" l. Example: (a) a landlord replaces a Kenmore stove with a Wolf range. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement ... " ll. Burden of Proof: (a) The tenant has the initial burden to prove that the improvement is greater in character or quality than existing improvements ... "

During the initial Hearing (April 23), tenants raised the "gold plating" issue, which was deferred to the continued Hearing on July 16. At the July 16 continued Hearing, the Hearing Office refused to permit a discussion of the tenants' "gold-plating" issue. Consequently, despite the admitted replacement by the owner of a top-of-the-line window replacement with a long list of deluxe features, the Hearing Officer would not permit the tenants' exhibit on 'gold-plating to be accepted, and consequently there was no discussion or consideration of "gold-plating."

The "issue of "gold-plating" that was raised by the tenants was not treated in any way in the Hearing. As an essential part of the RAP Regulations, the issue of "gold -plating" had to be discussed by EITHER the tenants or by the Hearing Officer. BUT ... the issue – having been raised – could not be completely "ignored" (as was done).

2) d). The Decision violates federal, state, or local law.

Appendix A of RAP Regulations, at Section 10.2 clearly define "Gold-Plating" as a component of "Capital Improvements."

In a capital Improvements case, to not permit a discussion of "Gold-Plating" given the basic fact of a "replacement improvement" ... in the contention of the tenants... is seem as a violation of local law.

2) f). I was denied a sufficient opportunity to present my claim [or respond to the petitioner's claim.]

In the interim between the initial Hearing (April 23) and in advance of, and as preparation for the continued Hearing (July 16), the tenant's on June 30 transmitted to both the owner and to the Hearing Officer, the tenants' documents relating to tenants' claim of "gold-plating" or "over-improvement."

At the July 16 continued Hearing, tenants offered additional copies of their transmittal relating to "gold-plating." The Hearing Officer asked who prepared the proposed "gold-plating" document package. As representative for the tenant petitioner, I responded that petitioning tenant Chun Yu and I, as Tenants' representative obtained the information. Mr Yu had informed me that he could not get off work for the continued Hearing on July 6, I assured Mr Yu that as I had accompanied him to the information gathering visit, that as his designated representative, I would appear and would present the Tenants' "gold-plating" claim.

The Hearing Officer stated that since Tenant Petitioner Yu was not present, that she would not permit me – as Tenants' Representative" – to present the Tenants' claim for "gold-plating" or "over-improvement."

With that determination by the Hearing Officer, the tenants were not permitted to fulfill the tenants burden, and were preventing from presenting their claim for 'gold-plating" or "over-improvement,"

2) h). Other.

Ordinance Section 7.22.110, "Hearing Procedures" at B. 2. states: "Any party to a hearing may be assisted by a "representative" who may be an attorney or any other person. A party must designate his or her representative in writing."

The owner of the building – who did not attend either the initial or continued hearing – was not in attendance. The entire case for the owner petitioner was presented by the owner's attorney.

As "Tenant Representative" for all 194 of the petitioning tenants. With the exception of a few tenants who had an additional claims for "loss of housing services" to which I instructed such tenants to appear and present their individual claims, I was permitted to "represent" the case for all the tenants petitioners.

However, on the matter of "gold-plating" or over-improvement," the Hearing Officer prohibited tenants' designated person to serve as "representative" for the tenants.

The Hearing Officers' decision to deny the tenants' representative, but not the owner's representative was and one-sided and prejudicial.

This denial of the Tenants Representative by the Hearing Office differs from the procedure of many hearing where sometimes only the representative is present.

The RAP Regulations Section 8.22.110, E. states: "Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath. .."

The Rap Ordinance and Regulations seem to acknowledge owners, tenants, petitioners, and representatives as equitable parties in petitioning and appeal procedures. It is not understandable why the hearing Officer should choose to treat the attorney for the owner and the representative for the tenants unequally.

Also, while the Hearing Officer denied Tenants' exhibit and any discussion at the Hearing of the Tenants' "gold-plating" exhibit, yet the Hearing Officer uses the tenants' "gold-plating" exhibit (which was not accepted into evidence, yet which is used – after the Hearing – by the Hearing Office for a major portion

of the Hearing Decision, but which was not permitted by the Hearing Officer to have a discussion about as part of the Hearing itself.

"Gold Plating or Over Improvement"

1. The building's windows were typical "single pane" "casement-opening" windows consistent with their time of construction
2. The existing windows were construction quality windows with no added features..
3. There were no complaints from the tenants of the existing windows' functioning.
4. It was the owner's unilateral decision to replace the existing functioning windows with deluxe windows to increase the re-sale value of the building (which is the right of the owner).
5. There is no law that requires functioning windows to be replaced.
6. The owner chose a replacement window with many deluxe features – as described at the Hearing. The existing windows had none of the deluxe features of the new windows.
7. A cost was obtained for an equitable replacement of The existing windows of \$1,607.77 (for type 1) and \$1,451.84 (for type 2). < None sale prices >
8. The owner's selected window cost \$12,704.80 (for type 1) and \$8,459.87 (for type 2)
- 9.
10. Tenants contend that the difference between these two window selections is the value ascribed to "gold-plating or over-improvement" which should not be passed to the tenants.

James E Vann, Representative
for Tenants of Merritt on Third

8

From: jamesevann <jamesevann@aol.com>
To: BCohen <BCohen@oaklandca.gov>
Cc: sid <sid@rosenberglink.com>
Bcc: kent100s <kent100s@yahoo.com>; jamesevann <jamesevann@aol.com>
Subject: Re: L18-0173 - 1130 - 3rd Ave -- Tenant's Appeal of Hearing Officer's "Denial of Tenant Exhibit".
Date: Mon, Sep 9, 2019 11:09 am

TO: Barbara Cohen, Hearing Officer Cohen
FR: James E Vann AIA, Tenant Representative for Designated Petitioners of Merritt on 3rd (1130 - 3rd Ave)
CC: Sid Rosenberg, Esq, Attorney/Representative for Owner

SUBJECT: Case L18-0173: Tenant's Appeal of Hearing Officer's "Denial of Tenant Exhibit".

At the Continued Hearing in Case L18-0173, 16 July 2019, Hearing Officer Cohen denied Tenants' submittal into evidence (via Tenant Representative Vann) documents essential to the Tenants' case, and which are required by the Regulations, and which are uniquely relevant to Tenants' appeal of Owner's alleged "Capital Improvements" costs as "Gold-Plating or Over-Improvement."

Section 10.2.2 4.c. assigns the "initial burden" to the tenant to prove "that the improvement is greater in character or quality than existing improvements."

The owner's testimony listed in great detail the many advance features and assumed superior performance of the replacement windows that greatly exceed the features and performance of the original windows that were removed and replaced, which, on its face is "intentional over-improvement," and which is part of the Tenants' Hearing petition.

It is acknowledged that improvement determinations -- for property valuation, maintenance efficiency, or whatever purpose -- are the option of the owner. However, by owner's direct testimony, it is unquestioned that the new windows are an "over-improvement" compared to the existing windows that were replaced. Additionally, the unanimous contentions of the Tenants is that the replacement windows constitute an "over-improvement" above the then existing windows. The remaining issue is not if there is over improvement, but by what quantity. Specific foundations of the owner's "over-improvement" includes:

- Selection of the "improved windows" was the sole determination of the owner.
- No tenants requested the additional features, nor were asked to concur in the replacements or the replacements added features.
- For existing buildings, the added features of the replacement windows are not required by applicable housing or building codes.
- Beyond the unneeded, costly, and poorly-performing of the replacement windows, a strong sample of the 175 tenants unanimously testified to the poor performance of the replacement windows compared to the then existing windows.

Per Section 10.2.2.4.c., part of the Tenants' burden was "to prove that the improvement is greater in character and quality than the existing improvement." The task of "proving," in this case is somewhat technical and beyond the experience of the typical tenant, thus the Tenants asked their representative if he could assist them to validate the over-improvement -- which seems an appropriate role of the Tenant representative as defined by Section 8.22.090.D. of the Regulations. Accordingly, on 28 June 2019, Tenant Representative Vann accompanied Tenant leader Kent Chun to Oakland Home Depot.

Armed with only the owner's file exhibit of illustrations and measurements of the existing windows. At Home Depot, we requested a quote for approx "replacement windows of the same material (operable Aluminum casement windows) in similar sizes and features of code-compliant windows of similar quality of the 1980 to 2000 time period ... based on the owner's exhibit.

The Home Depot staff person selected inputs and printed out a cost sheet for the larger window (12 ft wide), and a cost sheet for the smaller widow (10 ft wide). On 30 June 2019, the Home Depot cost quotes were date-stamped and filed at the RAP office, and were simultaneously transmitted to the owner's representative.

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Near the close of the initial January 26 Hearing, some of the Tenants in attendance, including Chun, expressed that they would not be able to attend the Continued Hearing, but that they would be represented, and requested to give testimony now on their "Housing Services" claims that the Tenant Representative would not be able to present.

At the "Continued" Hearing on July 16 2019, Tenant Representative Vann submitted the Home Depot quotes as "exhibits" for the Tenants' claim of "over-improvement." The Tenants' exhibit was "denied" by the Hearing Officer stating that the Window cost quotes is "testimony" and that the Tenant Representative could not give testimony.

Tenants' contention that the Home Depot cost quotes are factual objective data which should be permitted:

1. Home Depot is an acknowledged "center" for construction-related products and information.
2. Home Depot does not have its own, nor does it promote any particular brand, but is a repository of all established brands of construction-related products.
3. The price quotes provided by Home Depot were based solely on the materials and measurements of the owner's exhibits without prejudice as to brand.
4. Home Depot was the best option available to the Tenants for obtaining and establishing an objective cost basis for window replacements as comparable as possible to the existing windows.
5. The Home Depot cost quotes differ from subjectively-derived testimony. The Tenants did not participate in any processes of subjective selection or choosing among variations of quality -- which could be subject to testimonial scrutiny -- but simply provided owner-provided information of the existing products and requested what might be comparable to the owner's exhibit. The Tenant Representative was only the "conveyor" to the Hearing of the objectively obtained information. . .
6. Because "Gold-Plating and Over-Improvement" is a factor of the Regulations that must be considered in a capital improvement claim, if the Hearing Officer were to examine the issue of comparable replacement -- even without tenant input -- the Hearing Officer could not do better than to request quotes for comparability from a general supplier such as Home Depot. . . .

Based on the above considerations, Tenants contend that the cost quotes provided by Home Depot are objective, are fact-based, and qualify to be accepted as factual exhibits relating to the "over-improvement" aspect of the owner's capital improvement claim.

Reconsideration of the Hearing Officer's previous determination is urgently requested.

James E Vann, Representative
for Tenants of Merritt on Third



The Home Depot Special Order Quote

Warranty Info
6-30-2019

Customer Agreement #: H1007-186534

Printed Date: 6/28/2019

Price Quote for Appx Equitable Window Replacement at 1130-3rd Ave (2 pps)

Customer: JAMES VANN
Address: 251 WAYNE AVE
 OAKLAND, CA 94606
Phone 1: 510-763-0142
Phone 2: 510-763-0142
Email: JAMESEVANN@AOL.COM

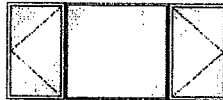
Store: 1007
Associate: JEFFREY
Address: 4000 ALAMEDA AVENUE
 OAKLAND, CA 94601
Phone: 510-533-7379

Pre-Savings Total: \$3,059.61
Total Savings: (\$459.35)
Pre-Tax Price: \$2,600.26
Price Valid Through:
 7/10/2019

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



Clearly the best.™



*** Dimensions ***

Unit 1, 3: Call Width = 36
 Unit 1, 3: Call Height = 60
 Unit 1, 3: Frame Width = 35.5
 Unit 1, 3: Frame Height = 59.5
 Unit 2: Call Width = Custom
 Unit 2: Call Height = 60
 Unit 2: Frame Width = 64
 Unit 2: Frame Height = 59.5

Catalog Version 52

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	Casement 136 x 59.5 Aluminum Unit 1: Left Unit 2: Direct Set Unit 3: Right	\$1,607.77	\$1,366.39	1	(\$241.38)	\$1,366.39
Unit 100 Total:		\$1,607.77	\$1,366.39		(\$241.38)	\$1,366.39

Begin Line 100 Description

--- Line 100-1 ---

*** Product ***
 Standard Casement Left / Direct Set / Right 136 x 59.5
 *** Dimensions ***
 Unit 1, 3: Call Width = 36
 Unit 1, 3: Call Height = 60
 Unit 1, 3: Frame Width = 35.5
 Unit 1, 3: Frame Height = 59.5
 Unit 2: Call Width = Custom
 Unit 2: Call Height = 60
 Unit 2: Frame Width = 64
 Unit 2: Frame Height = 59.5
 *** SKU ***
 SKU = 356361
 SKU Description = S/O MILGARD ALUMINUM WNDWS
 Vendor Name = Milgard Windows and Doors
 Vendor Number = 60502414
 Plant Location = Milgard, Sacramento (CA)
 Customer Service = 1-800-645-4273 (800-Milgard)
 Catalog Version Date = 03/08/2019
 Warranty/Info = warranty.png
 *** Additional Information ***

Unit 1, 3: Visible Light Transmittance = .51
 Unit 1, 3: CPD = MILA-171-02839-00001
 Unit 1, 3: STC = 30
 Unit 1, 3: Clear Opening Width = 29
 Unit 1, 3: Clear Opening Height = 56.875
 Unit 1, 3: Clear Opening Square Footage = 11.45399
 Unit 2: U-Factor = No Rating
 Unit 2: Solar Heat Gain Coefficient = No Rating
 Unit 2: Visible Light Transmittance = No Rating
 Unit 2: CPD = No Rating
 Unit 2: STC = No Rating
 *** Screen ***
 Screen Frame = No
 *** Hardware ***
 Handle Type = Push Out
 Hinge Type = Butt
 *** Glass ***
 Unit 1, 3: Smallest Glass Area = 12.36816
 Unit 1, 3: Largest Glass Area = 12.36816
 Unit 1, 3: Glazing Type = Dual Glazed
 Unit 1, 3: Glass Strength = Annealed
 Unit 1, 3: Outer Glass Lite = SunCoat Low-E
 Unit 1, 3: Inner Glass Lite = Clear

Unit 2: Glass Strength = Annealed
 Unit 2: Outer Glass Lite = SunCoat Low-E
 Unit 2: Inner Glass Lite = Clear
 Unit 2: Outer Lite Thickness = 1/8"
 Unit 2: Inner Lite Thickness = 1/8"
 Unit 2: Gas Filled = Argon Gas
 Unit 2: Spacer Type = Edgegar
 Unit 2: Double Strength Glass = No
 *** Color ***
 Exterior Finish = White
 Interior Finish = White
 *** Unit Type ***
 Unit 1: Unit Type = Complete Unit
 Unit 1: Material = Aluminum
 Unit 1: Operation/Venting = Left
 Unit 2: Unit Type = Complete Unit
 Unit 2: Material = Aluminum
 Unit 2: Operation/Venting = Direct Set
 Unit 3: Unit Type = Complete Unit
 Unit 3: Material = Aluminum
 Unit 3: Operation/Venting = Right
 *** Mulls ***
 Mulls 1: Vertical Factory 0.5" thick, 59.5" length
 Mulls 2: Vertical Factory 0.5" thick, 59.5" length

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Select Room Location = Unanswered
 Is this a Re-make? = Unanswered
 *** Model ***
 Unit 1, 3: Series = 910S
 Unit 1, 3: Model = CSSP
 Unit 2: Series = NA
 Unit 2: Model = CSSP
 *** Ratings ***
 Unit 1, 3: U-Factor = .52
 Unit 1, 3: Solar Heat Gain Coefficient = .28

Unit 1, 3: Outer Lite Thickness = 1/8"
 Unit 1, 3: Inner Lite Thickness = 1/8"
 Unit 1, 3: Gas Filled = Argon Gas
 Unit 1, 3: Spacer Type = Edgegard
 Unit 1, 3: Double Strength Glass = No
 Unit 2: Smallest Glass Area = 24.75694
 Unit 2: Largest Glass Area = 24.75694
 Unit 2: Glazing Type = Dual Glazed

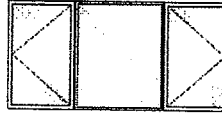
Wrapping - Frame Accessories ***
 Fin Type = 1 3/8" Setback
 *** Wrapping - Overall Dimensions ***
 Overall Frame Width = 136
 Overall Frame Height = 59.5
 Overall Rough Opening Width = 136.5
 Overall Rough Opening Height = 60

End Line 100 Description

Price Quote for Appx Equitable Window Replacement at 1130-3rd Ave (2 pps)



Clearly the best.



*** Dimensions ***

Unit 1, 3: Call Width = 36
 Unit 1, 3: Call Height = 60
 Unit 1, 3: Frame Width = 35.5
 Unit 1, 3: Frame Height = 59.5
 Unit 2: Call Width = Custom
 Unit 2: Call Height = 60
 Unit 2: Frame Width = 48
 Unit 2: Frame Height = 59.5

Catalog Version 52

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
200-1	Casement 120 x 59.5 Aluminum Unit 1: Left Unit 2: Direct Set Unit 3: Right	\$1,451.84	\$1,233.87	1	(\$217.97)	\$1,233.87
Unit 200 Total		\$1,451.84	\$1,233.87		(\$217.97)	\$1,233.87

Begin Line 200 Description

--- Line 200-1 ---

*** Product ***

Standard Casement Left / Direct Set / Right 120 x 59.5

*** Dimensions ***

Unit 1, 3: Call Width = 36
 Unit 1, 3: Call Height = 60
 Unit 1, 3: Frame Width = 35.5
 Unit 1, 3: Frame Height = 59.5
 Unit 2: Call Width = Custom
 Unit 2: Call Height = 60
 Unit 2: Frame Width = 48
 Unit 2: Frame Height = 59.5

*** SKU ***

SKU = 356361
 SKU Description = S/O MILGARD ALUMINUM WNDWS
 Vendor Name = Milgard Windows and Doors
 Vendor Number = 60502414

Plant Location = Milgard, Sacramento (CA)
 Customer Service = 1-800-645-4273 (800-Milgard)

Catalog Version Date = 03/08/2019

Warranty/Info = warranty.png

*** Additional Information ***

Select Room Location = Unanswered
 Is this a Re-make? = Unanswered

*** Model ***

Unit 1, 3: Series = 910S
 Unit 1, 3: Model = CSSP
 Unit 2: Series = NA
 Unit 2: Model = CSSP

*** Ratings ***

Unit 1, 3: U-Factor = .52

Unit 1, 3: Visible Light Transmittance = .51

Unit 1, 3: CPD = MILA-171-02839-00001

Unit 1, 3: STC = 30

Unit 1, 3: Clear Opening Width = 29

Unit 1, 3: Clear Opening Height = 56.875

Unit 1, 3: Clear Opening Square Footage = 11.45399

Unit 2: U-Factor = No Rating

Unit 2: Solar Heat Gain Coefficient = No Rating

Unit 2: Visible Light Transmittance = No Rating

Unit 2: CPD = No Rating

Unit 2: STC = No Rating

*** Screen ***

Screen Frame = No

*** Hardware ***

Handle Type = Push Out

Hinge Type = Butt

*** Glass ***

Unit 1, 3: Smallest Glass Area = 12.36816

Unit 1, 3: Largest Glass Area = 12.36816

Unit 1, 3: Glazing Type = Dual Glazed

Unit 1, 3: Glass Strength = Annealed

Unit 1, 3: Outer Glass Lite = SunCoat Low-E

Unit 1, 3: Inner Glass Lite = Clear

Unit 1, 3: Outer Lite Thickness = 1/8"

Unit 1, 3: Inner Lite Thickness = 1/8"

Unit 1, 3: Gas Filled = Argon Gas

Unit 1, 3: Spacer Type = Edgegard

Unit 1, 3: Double Strength Glass = No

Unit 2: Smallest Glass Area = 18.36806

Unit 2: Largest Glass Area = 18.36806

Unit 2: Glazing Type = Dual Glazed

Unit 2: Glass Strength = Annealed

Unit 2: Outer Glass Lite = SunCoat Low-E

Unit 2: Inner Glass Lite = Clear

Unit 2: Outer Lite Thickness = 1/8"

Unit 2: Inner Lite Thickness = 1/8"

Unit 2: Gas Filled = Argon Gas

Unit 2: Spacer Type = Edgegard

Unit 2: Double Strength Glass = No

*** Color ***

Exterior Finish = White

Interior Finish = White

*** Unit Type ***

Unit 1: Unit Type = Complete Unit

Unit 1: Material = Aluminum

Unit 1: Operation/Venting = Left

Unit 2: Unit Type = Complete Unit

Unit 2: Material = Aluminum

Unit 2: Operation/Venting = Direct Set

Unit 3: Unit Type = Complete Unit

Unit 3: Material = Aluminum

Unit 3: Operation/Venting = Right

*** Mulls ***

Mulls 1: Vertical Factory 0.5" thick, 59.5" length

Mulls 2: Vertical Factory 0.5" thick, 59.5" length

*** Wrapping - Frame Accessories ***

Fin Type = 1 3/8" Setback

*** Wrapping - Overall Dimensions ***

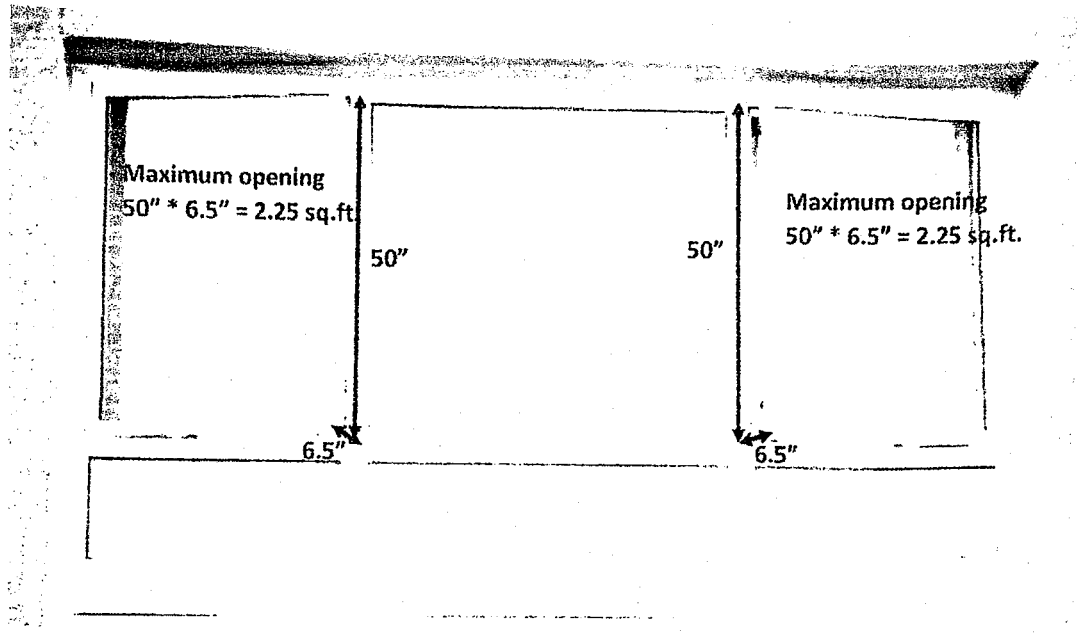
Overall Frame Width = 120

Overall Frame Height = 59.5

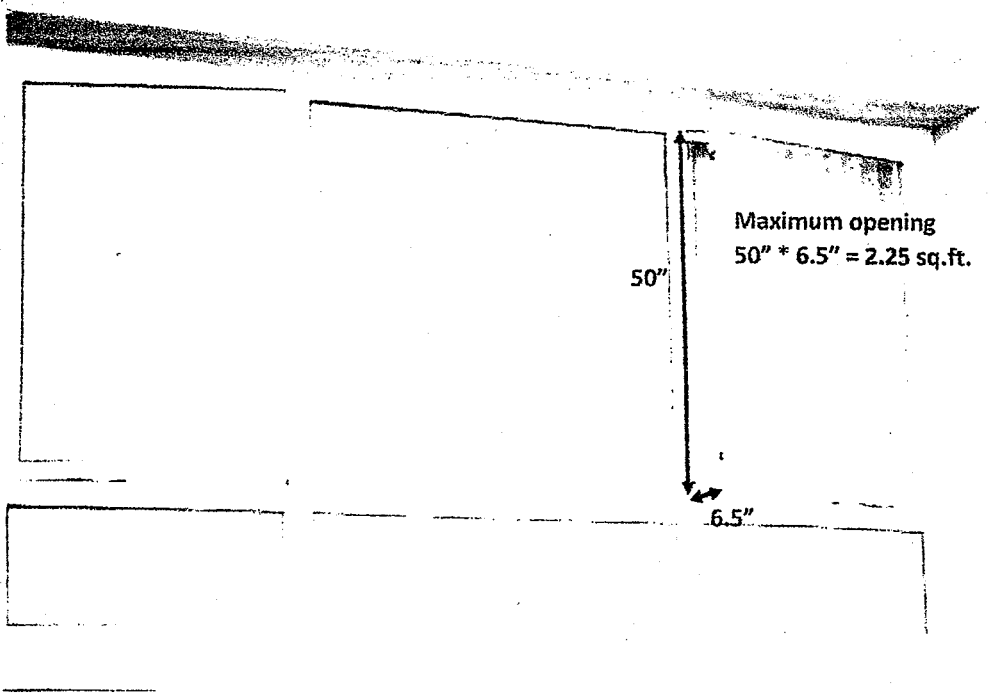
Overall Rough Opening Width = 120.5

Overall Rough Opening Height = 60

000392



Total maximum opening for the entire window (2 sides) = 4.5 sq.ft.



Total maximum opening for the entire window (2 sides) = 4.5 sq.ft.

Owner

Merritt on 3rd KW Lake Merritt LLC
1130 3rd Avenue
Oakland, CA 94606

Tenant Representative

James Vann
251 Wayne Avenue
Oakland, CA 94606

Owner Representative(s)

Daniel Mendez, FPI Management
800 Iron Point Road
Folsom, CA 95630

Sid Rosenberg, Rosenberg & Link
725 30th Street, Suite 107
Sacramento, CA 95816

Tenant(s)

Aimee Escobar
1130 3rd Avenue #602
Oakland, CA 94607

Bayarra Batsukh
1130 3rd Avenue #509
Oakland, CA 94607

Alex Pransky
1130 3rd Avenue #1706
Oakland, CA 94607

Bernex Richardson
1130 3rd Avenue #701
Oakland, CA 94607

Alexandra Pabian
1130 3rd Avenue #1605
Oakland, CA 94607

Bryson Holbrook
1130 3rd Avenue #206
Oakland, CA 94607

Allegra Mitchell
1130 3rd Avenue #901
Oakland, CA 94607

Candy Yu
1130 3rd Avenue #302
Oakland, CA 94607

Aster Tesfai
1130 3rd Avenue #1003
Oakland, CA 94607

Chad Knutson
1130 3rd Avenue #510
Oakland, CA 94607

Barb Davis Hinton
1130 3rd Avenue #406
Oakland, CA 94607

Charles Robinson
1130 3rd Avenue #1407
Oakland, CA 94607

Corinne Alhadeff
1130 3rd Avenue #505
Oakland, CA 94607

Craig Oliver
1130 3rd Avenue #201
Oakland, CA 94607

Daniel Thorp
1130 3rd Avenue #1503
Oakland, CA 94607

Daniel Wold
1130 3rd Avenue #1307
Oakland, CA 94607

David Canham
1130 3rd Avenue #806
Oakland, CA 94607

Diane Galicia
1130 3rd Avenue #710
Oakland, CA 94607

Dominic McGhee
1130 3rd Avenue #1701
Oakland, CA 94607

Douglas Chew
1130 3rd Avenue #1705
Oakland, CA 94607

Eric Gibbs
1130 3rd Avenue #309
Oakland, CA 94607

Fatima Fields
1130 3rd Avenue #410
Oakland, CA 94607

Gail Anderson
1130 3rd Avenue #1208
Oakland, CA 94607

Geraldine Henson
1130 3rd Avenue #209
Oakland, CA 94607

Guillermo Flamenco
1130 3rd Avenue #1607
Oakland, CA 94607

TRACY BISHOP
1130 3rd Avenue #1409
Oakland, CA 94607

Honeylett Smith
1130 3rd Avenue #308
Oakland, CA 94607

Hong Liang
1130 3rd Avenue #805
Oakland, CA 94607

Hul Chen
1130 3rd Avenue #403
Oakland, CA 94607

Isabela Robinson
1130 3rd Avenue #705
Oakland, CA 94607

Ivan Roena
1130 3rd Avenue #1101
Oakland, CA 94607

Jae Truesdell
1130 3rd Avenue #210
Oakland, CA 94607

Jeff Nam
1130 3rd Avenue #1204
Oakland, CA 94607

Jeremy Kahn
1130 3rd Avenue #1601
Oakland, CA 94607

Jesse Budlong
1130 3rd Avenue #306
Oakland, CA 94607

Jiajing Zhang
1130 3rd Avenue #1710
Oakland, CA 94607

John Burton
1130 3rd Avenue #1806
Oakland, CA 94607

Jonnie Petersen
1130 3rd Avenue #802
Oakland, CA 94607

Joseph Tomminger
1130 3rd Avenue #207
Oakland, CA 94607

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Joyce Monsieur
1130 3rd Avenue #1106
Oakland, CA 94607

Kar Yan
1130 3rd Avenue #603
Oakland, CA 94607

Karolina Zachoszcz
1130 3rd Avenue #1001
Oakland, CA 94607

Katherine Leong
1130 3rd Avenue #703
Oakland, CA 94607

Keefe Cline
1130 3rd Avenue #1802
Oakland, CA 94607

Kendra Hodges
1130 3rd Avenue #310
Oakland, CA 94607

Kevin Anderson
1130 3rd Avenue #1707
Oakland, CA 94607

Kherra Williams
1130 3rd Avenue #910
Oakland, CA 94607

Latasha Collier
1130 3rd Avenue #1308
Oakland, CA 94607

Lawrence Lawler
1130 3rd Avenue #1602
Oakland, CA 94607

Lenetra Stevenson
1130 3rd Avenue #1807
Oakland, CA 94607

Lenisha Shine
1130 3rd Avenue #1203
Oakland, CA 94607

Linda Mills
1130 3rd Avenue #203
Oakland, CA 94607

1130 3rd Avenue #804
Oakland, CA 94607

Maria Tepe
1130 3rd Avenue #1703
Oakland, CA 94607

Martin Zhang
1130 3rd Avenue #1507
Oakland, CA 94607

Maryclair McGrane
1130 3rd Avenue #1508
Oakland, CA 94607

Maya Collins
1130 3rd Avenue #1207
Oakland, CA 94607

Melissa Titus
1130 3rd Avenue #1702
Oakland, CA 94607

Michael Kinoti
1130 3rd Avenue #1402
Oakland, CA 94607

Michael Lawrence
1130 3rd Avenue #1505
Oakland, CA 94607

Michael Schmidt
1130 3rd Avenue #1603
Oakland, CA 94607

Myciah Wilson
1130 3rd Avenue #202
Oakland, CA 94607

Nikki Townsend
1130 3rd Avenue #208
Oakland, CA 94607

Perry Hollimon
1130 3rd Avenue #1803
Oakland, CA 94607

Prince Barron
1130 3rd Avenue #1403
Oakland, CA 94607

Qi Chen
1130 3rd Avenue #205
Oakland, CA 94607

15

000396

Qi Sun
1130 3rd Avenue #903
Oakland, CA 94607

Rika Ward
1130 3rd Avenue #1810
Oakland, CA 94607

Robert Lieberman
1130 3rd Avenue #1305
Oakland, CA 94607

Robin Carduner
1130 3rd Avenue #301
Oakland, CA 94607

Sammie Mitchell
1130 3rd Avenue #1804
Oakland, CA 94607

Sarah Murphy
1130 3rd Avenue #905
Oakland, CA 94607

Scott Council
1130 3rd Avenue #1808
Oakland, CA 94607

Sener Akyol
1130 3rd Avenue #408
Oakland, CA 94607

Sheila Ng
1130 3rd Avenue #801
Oakland, CA 94607

Sid Sahni
1130 3rd Avenue #904
Oakland, CA 94607

Solomon Hill
1130 3rd Avenue #1709
Oakland, CA 94607

Stephani Morgan
1130 3rd Avenue #1010
Oakland, CA 94607

Stephen Liebb
1130 3rd Avenue #1309
Oakland, CA 94607

Steven Iwan
1130 3rd Avenue #608
Oakland, CA 94607

Tanesia Dunne
1130 3rd Avenue #1609
Oakland, CA 94607

Thaddeus Segura
1130 3rd Avenue #1401
Oakland, CA 94607

Tiffany Polar
1130 3rd Avenue #1606
Oakland, CA 94607

Timothy Scarfe
1130 3rd Avenue #704
Oakland, CA 94607

Tsoyung Luan
1130 3rd Avenue #1504
Oakland, CA 94607

Tuna Goktas
1130 3rd Avenue #1405
Oakland, CA 94607

Valentina Aityan
1130 3rd Avenue #307
Oakland, CA 94607

Valerie McCoy
1130 3rd Avenue #708
Oakland, CA 94607

Vicki Shu
1130 3rd Avenue #1102
Oakland, CA 94607

Vikram Dimba
1130 3rd Avenue #810
Oakland, CA 94607

Vikram Moorjani
1130 3rd Avenue #1501
Oakland, CA 94607

Vladimir Petkovic
1130 3rd Avenue #909
Oakland, CA 94607

Wai Chan

~~17~~
17

William Metsonii
1130 3rd Avenue #1303
Oakland, CA 94607

Wenhwa Ju
1130 3rd Avenue #707
Oakland, CA 94607

Yonas Hagos
1130 3rd Avenue #1205
Oakland, CA 94607

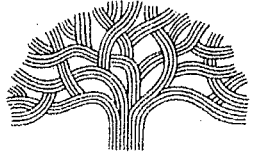
Yolanda Smith
1130 3rd Avenue #402
Oakland, CA 94607

KM/BCX

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

APPEAL

Appellant's Name Chun Yu		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1130 3rd Ave APT 302, Oakland, CA 94606			
Appellant's Mailing Address (For receipt of notices)		Case Number L18-0173	Date of Decision appealed 10/29/2019
Name of Representative (if any) James Vann		Representative's Mailing Address (For notices) 251 Wayne Ave Oakland, CA 94606	

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

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

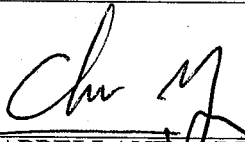
For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 15 NOVEMBER, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	SID ROSENBERG, BSC / ROSENBERG & LINK ATTORNEYS
Address	725. 30th ST., SUITE 107
City, State Zip	SACRAMENTO CA 94216
Name	
Address	
City, State Zip	

	11/15/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

L18-0173 KM/BC

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**ADDENDUM TO TENANTS' APPEAL IN RESPONSE TO
ASSERTIONS OF HEARING OFFICER ON "GOLD-PLATING"** 2019 NOV 22 AM 11: 25

(APPELLANTS – Chun Yu (tenant) & James Vann (Repr for all tenants))

Case L18-0173:

Property Address: 1130 -3rd Avenue, Oakland CA 94607

Dates of Hearing: April 23, 2019 & July 16, 2019

Date of Decision: October 29, 2019

Date of Service: November 1, 2019

SUBJECT: Addendum to Tenant's Appeal in Response to Assertions of Hearing Officer on "Gold Plating"

Tenants' appeal the Hearing Officer's Decision on the sole ground of "Gold-Plating" (Over-Improvement), Ordinance 8.22.120, "Regulations," Section 10.2.2.c. The appeal is being requested by Tenant Chun Yu and by Tenant Representative James Vann on behalf of all the tenants who petitioned in this Case (the listing of all the tenants who partitioned is attached to the initial Appeal filing.

As described in the Tenants' Appeal, the "issue of "gold-plating" raised by the tenants was not treated in any way in the Hearings. The Hearing Officer rejected the Tenants' exhibit on 'gold-plating, and consequently, at the Hearings, there was no discussion or consideration of "gold-plating," which is an essential part of the RAP Regulations. Tenants thus contend that the issue of "gold -plating" had to be vetted EITHER by the parties, or by the Hearing Officer. Instead, the issue was completely "ignored" during the evidentiary Hearing, and given the basic fact that the Hearings were based on a "replacement improvement" ... it is the contention of the Tenants that prohibiting factual information relating to the Regulation issue may be a violation of local law.

This Addendum to Tenants Appeal is occasioned by the Hearing Officer's action following denial of the Tenants' exhibit ... yet the Hearing Officer uses the same Tenants' "gold-plating" exhibit (which was not accepted into evidence) after the Hearing for a major portion of the Hearing Decision – without the opportunity of either of the petitioning party to question or to comment.

Autonomous Assertions of Hearing Officer's Decision:

1) (Page 4). The new windows are a higher quality with more deluxe and beneficial features than the original windows.

This is precisely the Tenants' point. While the new widows have generally caused problems of mold and air circulation that the exiting windows did not cause, Tenants' do not question the prerogative of the owner to choose the deluxe selection, nor the increase in quality, nor the many deluxe features of the new windows over the existing windows. Tenants' contend that the existing windows have performed satisfactorily and have adequately serviced the tenants' needs over the years -- without any complaints to management.

It is precisely the increase in quality – determined solely by the owner – that, according to RAP Regulation 10.2, is the “over-improvement” that should not be passed on in the Tenants’ rent.

As “equitable replacement” of the old-by-the-new cannot be asserted, it is the task of the Hearing to adjudicate the “equitable increase” in quality between the “existing windows” and the “replacement windows,” and the cost of the excess increase that should not be passed on to the Tenants’ rent.

2) (Pages 4 & 5 & 9) Replacement of the existing windows is not required by any Building Code

- Windows in existing buildings may remain in place as long as the windows are serviceable. Single-pane windows are less energy efficient than dual-pane insulated windows. Dual-pane windows are not required by building codes. Their selection, among other interventions, can help new buildings meet energy conservation requirements – which do not apply to existing buildings. Moreover, the Tenants of the building pay their own utility bills.
- While large “Picture Window” installations in new high-rise buildings require “limiters” to restrain the amount the windows can “open.” “Limiters” are an accessory, and can be installed on any appropriate window. No window needs to be replaced because a newer model is provided with a “limiting” device. Limiters are readily available and easily attached by anyone who desires such installation.
- The assertion that the window selection is limited because the project is an 18-story, high-rise building is “moot.” The quote obtained by Tenants was also based on window assemblies “equitable” to the existing windows suitable for installation in a 20-story building.
- The existing windows had screens installed. The new windows are installed without screens, which Tenants testified has caused new infestation of flies, mosquitos, spiders, and air-borne pests.
- The new windows are described as decreasing air leakage, condensation, and outside noise. Conversely, the Tenants universally voiced complaints about poorer air circulation, incidents of persistent mold, and increased moisture condensation on the interior of the new windows.

3) (Pages 18 & 21 & 25). (‘Rejected’ Exhibit 24) Tenants’ price quotes for “equitable replacement” windows

In the final paragraph on Page 18, the Hearing Officer states: ***“The original decision to not allow Exhibit 24 (Tenants’ “Gold-Plating” Exhibit) into evidence was incorrect”***. does nothing to advance due process.

The Hearing Officer proceeds to cite “... absence of testimony ... to lay a foundation ...”; “no probative evidence that the (new) windows are an over-improvement;” “did not offer evidence of a window specialist;” “... did not contest ... that there were windows that could have been installed that met building codes that were less expensive”; and continued to repeat several times that the new windows “benefitted the tenants and not the owner.”

This was the discussion that could have been held **IF ONLY** the Tenants’ “Gold-Plating” Exhibit had not been flatly rejected with no reason, no introduction, no discussion.

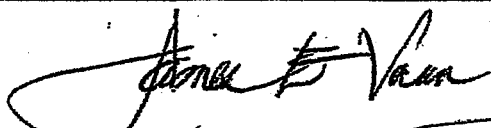
The Hearing Officer’s “rejection” (then “acceptance,” *in absentia*) raises important questions for RAP and the Rent Board:

- Since tenants in general are not building experts, what is their required “burden” to assert “gold plating”?
- Since Tenants “Gold Plating Exhibit” was not allowed into evidence, how could tenants have “met their burden”
- Since the Hearing Officer rejected any discussion of Tenants’ attempt to enter “Tenants’ Gold Plating Exhibit” into evidence, how is the Hearing Officer justified in using the rejected exhibit in the Hearing Decision?
- Since the Hearing Officer admits the preponderance of evidence by tenants on ‘mold infestation, non-replacement of screens, and functional inadequacies, why is there no credit for “decreased housing services

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- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on 22 NOVEMBER 2019 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	SID ROSENBERG, ESQ / ROSENBERG & LINK ATTORNEYS
Address	725 - 70th ST., SUITE 107
City, State Zip	SACRAMENTO CA 94816
Name	
Address	
City, State Zip	

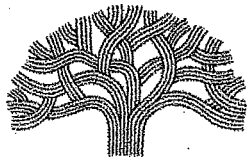
	22 November 2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

TENANT LIST ATTACHED IN INITIAL SUBMITAL

For more information phone (510) 238-3721.

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

APPEAL

Appellant's Name Robert Lieberman		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1130 3rd Ave. #1305 Oakland, California 94606			
Appellant's Mailing Address (For receipt of notices) 1130 3rd Ave. #1305 Oakland, California 94606		Case Number L18-0173	Date of Decision appealed October 29, 2019
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* PLEASE SEE THE ATTACHED EXPLANATION.
- 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.)*
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For more information phone (510) 238-3721.

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- 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.)
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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on November 25, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Daniel Mendez, FPI Management
<u>Address</u>	800 Iron Point Rd.
<u>City, State Zip</u>	Folsom, CA 95630
<u>Name</u>	Sid Rosenberg, Rosenberg & Link
<u>Address</u>	725 30th St., Ste. 107
<u>City, State Zip</u>	Sacramento, CA 95816

Merritt on 3rd KW Lake Merritt LLC, 1130 3rd Ave., Oakland, CA 94606

	November 25, 2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

**EXPLANATION OF
MATH/CLERICAL ERROR REQUIRING HEARING DECISION TO BE APPEALED
AND REQUEST FOR COMPLIANCE HEARING**

Regarding **CASE NUMBER L18-0173:**

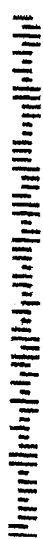
(NOTE REGARDING TIMELINESS OF APPEAL: The date on the Proof of Service of the Hearing Decision, November 1, 2019, cannot be correct, because the date printed on the metered postage for the envelope containing the Hearing Decision (copy attached) is November 4, 2019. **Therefore, this appeal is not time-barred.)**

Per page 23 of the Hearing Decision, the allowable pass-through for each two-bedroom unit is \$11,359.10. Per the Hearing Decision's Exhibit B, page 1, the Imputed Interest rate is 3.022% (that is, \$343.27). Therefore, the allowable pass-through with imputed interest added is $\$11,259.10 + \343.27 , for a total of **\$11,702.37**. This amount divided by the amortization period of 120 months comes to **\$97.52**, not the \$109.80 designated by the Hearing Decision as the Allowable Amortized Cost per Unit.

Put another way, the Hearing Decision states on page 24 that the monthly allowable pass-through for a 2-bedroom unit is \$109.80 for a period of 120 months. Yet \$109.80 multiplied by 120 comes to \$13,176.00, **which exceeds the allowable pass-through plus imputed interest** ($\$11,259.10 + \343.27 , or $\$11,702.37$) **by \$1,473.63.**

Therefore, the Allowable Amortized Cost per 2-Bedroom Unit should be changed from \$109.80 to \$97.52.

I REQUEST A COMPLIANCE HEARING REGARDING THIS ISSUE.



OFFICE OF OAKLAND
Housing and Community Development Department
Adjustment Program
Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0234

Robert Lieberman
1130 3rd Avenue #1305
Oakland, CA 94607