

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

**February 28, 2019  
7:00 P.M.  
CITY HALL, HEARING ROOM #1  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA**

**AGENDA**

1. CALL TO ORDER
  2. ROLL CALL
  - 3.. CONSENT ITEMS
    - i. Approval of Minutes
      - a. January 24, 2019
      - b. February 7, 2019
  4. OPEN FORUM
  5. NEW BUSINESS
    - A. Appeal Hearings in:
      - a. 1. L17-0124, Bellinger v. Tenants
      2. T17-0546, Madrigale v. Bellinger
      3. C17-0030, Madrigale v. Bellinger
    - b.L17-0177,Dichoso et al. v. Tenants
    - c.L17-0183, Westlake Partners LLC v. Tenants
  - B. Staff Presentations to Board Members
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

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

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

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

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

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

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care.

Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

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

**REGULAR MEETING  
JANUARY 24, 2019  
7:00 p.m.  
City Hall, Hearing Room #1  
One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

Staff Present

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

**3. CONSENT ITEMS**

i. Approval of Minutes from January 10, 2019.

J. Warner and K. Friedman proposed the following changes:

1) Correct the roll call to show J. Warner as excused;

2) page 3, second sentence in third full paragraph should read: "The owner's representative argued that there was good cause to extend time."

2) page 4, under Scheduling and Reports, second paragraph should read: "Removal from the Board for cause is pursuant to Section 601 ..."; insert space between words "includes" and "conviction"; delete "for" before the word February in the last sentence.

R. Stone made a motion to approve the minutes as corrected. K. Friedman seconded.

The Board voted as follows:

Aye: J. Warner, R. Stone, K. Friedman

Nay: 0

Abstain: D. Mesaros

The Motion carried.

#### 4. OPEN FORUM

James Vann

Phyllis Ward and James Shapiro signed up to speak but ceded their time to James Vann.

#### 5. NEW BUSINESS

i. Appeal Hearing in cases:

- 1) L17-0120, Bergen v. Tenants
- 2) L17-0132, Freeland Cooper and Foreman, LLP v. Tenants
- 3) L17-0165, Kuhner v. Tenants

#### 1) L17-0120, Bergen v. Tenants

Appearances: Natalie Loftus Tenant Appellant  
Nancy and Roger Bergen Owners Appellees

The owner petitioned for exemption on the ground of new construction when he raised a single family house and constructed a new unit underneath the raised residence in the space on the ground floor. The tenant appealed the hearing decision alleging that the ground floor space should not be considered a new separate unit but was an extension of the existing residence because of shared central heating on the ground floor.

After arguments made by the parties, questions to the parties and the Board discussion, K. Friedman moved to affirm the Hearing Decision based on substantial evidence. R. Stone seconded.

The Board voted as follows:  
Aye: J. Warner, R. Stone, K. Friedman  
Nay: D. Mesaros  
Abstain: 0

The Motion carried.

**2) L17-0132, Freeland, Cooper & Foreman, LLP v. Tenants**

Appearances: Steven Cooper                      Owner Appellant  
                  Jennifer Willis                     Attorney for Tenants Appellees

The owner appealed the Hearing Decision that denied exemption for substantial rehabilitation. The grounds for appeal are: (1) the petition was filed before moratorium but the RAP fee was not paid until the hearing date which was during the moratorium; and (2) the owner did not satisfy the burden of proof as to cost of the project because some of the project occurred outside of the building and those expenses were excluded from the calculation.

After arguments made by the parties, questions to the owner and the Board discussion, J. Warner moved to affirm the Hearing Decision on the ground that substantial rehabilitation burden of proof had not been met. D. Mesaros seconded. Before taking the vote, the Board specified that the motion to affirm is limited only to the cost basis that the owner did not establish his burden of proof as to the cost of the project and that no action is being taken on the issue of timeliness of payment of RAP fee.

The Board voted as follows:  
Aye: D. Mesaros, J. Warner, R. Stone, K. Friedman  
Nay: 0  
Abstain: 0

The Motion was approved by consensus.

**3) L17-0165, Kuhner v. Tenants**

Appearances: Jill Broadhurst                Representative for Owner Appellant  
                  Nelson Reynolds             Tenant Appellee

The owner appealed the Hearing Decision that denied exemption for substantial rehabilitation. The grounds for appeal are: (1) the Hearing Decision excluded the number of items because they were either outside of the building project, such as garage, landscaping, concrete driveway and the Ordinance does not state that all work must be performed inside the walls of the physical property; and (2) the Hearing Officer used an incorrect amount per square foot for new construction when she used \$174.69

per square foot in the calculation and should have used the amount for a duplex construction type V, which is \$144.46 per square foot.

After arguments made by the parties and the Board discussion, J. Warner moved to remand the case back to the Hearing Officer to correct the calculation using the appropriate cost per square foot. R. Stone seconded. J. Warner withdrew this motion after further discussion with K. Qian who advised that the calculation correction of cost per square foot can be made by the Board by administrative correction without the need for a remand. The Board continued to discuss the items that were excluded for lack of proof payments and compared the list of items on bate stamp page 000121 to the items listed in the Hearing Decision on bate stamp pages 000112-000114 and also items listed on the bate stamp page 000116 in the first bullet point. R. Stone stated that he wanted to make sure the reason the Hearing Officer disallowed the cost for a lack of proof of payment was accurate.

J. Warner made a motion to remand to correct the square footage cost used in the calculation & to review for proof payment the items listed on bate stamp page 000116 in the first bullet point. R. Stone seconded.

D. Mesaros made a substitute motion for administrative correction and to affirm the Hearing Decision based on substantial evidence. J. Warner seconded.

The Board voted as follows:  
Aye: D. Mesaros, J. Warner  
Nay: R. Stone, K. Friedman  
Abstain: 0

Motion failed.

The Board proceeded to vote on the original motion to remand the hearing decision to correct the square footage calculation and to review the items listed on the bate stamp page 000116 under the first bullet point (page 6 of the Hearing Decision) for proof of payments.

The Board voted as follows:  
Aye: J. Warner, R. Stone, K. Friedman  
Nay: D. Mesaros  
Abstain: 0

The Motion carried.

## 6. SCHEDULING AND REPORTS

Deputy City Attorney K. Qian reported to the Board that the issue of removing of owner-occupied duplexes and triplexes from being exempt from the Rent Ordinance are scheduled to be heard by the Council next Tuesday.

R. Stone asked K. Qian about the status of appointments of new Board members. K. Qian informed the Board that this morning the Rules Committee appointed one new landlord representative, Terrance William, and Tanaiia Hall, who was an alternate, was appointed as a regular Board member. These appointments are scheduled for approval at the City Council meeting next Tuesday. In addition, the Rules Committee will be making more appointments, currently scheduled February 7, 2019, Rules Committee meeting, for alternate tenant, alternate landlord and alternate neutral representatives.

7. ADJOURNMENT

The meeting was adjourned at 9:18 p.m.

**CITY OF OAKLAND**  
**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**  
**Special Full Board Meeting**  
**February 7, 2019**  
**7:00 p.m.**  
**City Hall, Hearing Room #1**  
**One Frank H. Ogawa Plaza, Oakland, CA**

**MINUTES**

**1. CALL TO ORDER**

The HRRRB was called to order at 7:10 p.m. by Board Chair Ed Lai.

**2. ROLL CALL**

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

Staff Present

Kent Qian Deputy City Attorney  
 Chanee Franklin Minor Program Manager  
 Barbara Kong-Brown Senior Hearing Officer  
 Kelly Rush Acting Program Analyst

**3. CONSENT ITEMS**

None

**4. OPEN FORUM SPEAKERS**

James Vann

**5. NEW BUSINESS**



a. Appeals Hearings

- i. L17-0248, Faussner v. Tenants

This case will be re-scheduled.

- ii. T17-0574, Weisman v. Oakmore

Appearances: Matthew Weisman, Tenant Appellant

Denise Ledbetter, Owner Appellee Representative

The tenant appealed from a hearing decision which granted his petition in part, which awarded restitution for certain decreased housing services and denied restitution regarding a claim for loss of use of the backyard patio. The Hearing Decision stated that the tenant no longer used the backyard because he did not like the new configuration.

The tenant contended that the condition of the uneven surfaces on the stones in the backyard patio was a tripping hazard and denied that he did not want to use the backyard.

The owner appellant representative contended that the backyard formerly consisted of grass and the owner decided to re-landscape the area because of the drought, and installed paving stones. There was no evidence of damage to the tenant or his property and there is no hazardous condition. The negligence analysis is irrelevant. The owner has received no complaints from any other tenants

After arguments made by the owner, questions and Board discussion, R. Stone moved to affirm the hearing decision to deny compensation on the grounds that the tenant did not sustain his burden of proof regarding a dangerous condition or diminution of value of the patio. T. Williams seconded. The Board voted as follows:

Aye: R. Stone, T. Hall, T. Williams

Nay: E. Lai

Abstain: 0

The motion carried.

- iii. T17-0078, Ortiz v. Leon  
T17-0045, Lopez v. Leon  
T17-0044, Maciel v. Leon  
T17-0043, De La Torre v. Leon  
T17-0042, Caneles v. Leon  
T17-0041, Miranda v. Leon  
T17-0040, Gonzalez v. Leon

Appearances: Daniel DeLeon, Owner Appellant Representative

Jessica Ramirez, Tenant Appellee Representative  
Djohra Chabold, Spanish Interpreter

The owner appellant representative contends that California Civil Code Section 1632(b)(3) which states that " any person engaged in a trade or business who negotiates primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean, orally or in writing, in the course of entering into any of the following, shall deliver to the other party to the contract or agreement and prior to the execution thereof, a translation of the contract or agreement in the language in which the contract or agreement was negotiated, that includes a translation of every term and condition in the contract or agreement" is inapplicable because the tenant leases are month-to-month and CCC §1632(3) states that this section applies to a lease for a period longer than one month and the tenant leases are month-to-month.

The owner further contended that the Board appeal decision in T06-0154 et al, entitled Soriano v. Western Management Properties, Inc., is not relevant because it is uncontested that the tenants speak English and the onsite manager, who is African American, does not speak Spanish.

The tenant representative contended that the onsite manager, Sinclair, speaks English and she speaks to him in English about repairs. The leases were negotiated with the owner's father, who speaks Spanish.

Several tenants, including Gloria Lopez, Marvin Ortiz, Feliciano Lopez, Jose Quintania (for Adriana Miranda) , Laura Caneles, and Martina de La Torre further stated that they negotiated their leases with the owner's father, their English is limited, that Sinclair, the manager, only speaks English, and if they need to talk to Sinclair, their children will interpret for them with Sinclair, because he is the only point of contact for them. They all go to him for their problems.

The Board discussion centered around Section 1632 of the California Civil Code and the lease terms, whether the tenant's leases were month-to-month leases, and whether there were any leases in the tenant's case files.

E. Lai moved to remand the hearing decision for the hearing officer to allow evidence regarding whether leases existed and if so how the leases apply in light of the Soriano case and the underlying statute. R. S. offered a friendly amendment that this applies to any existing lease, which was accepted.

The Board voted as follows:

Aye: R. Stone, T. Hall, T. Williams, E. Lai  
Nay: 0  
Abstain: 0

The motion carried

There was an issue regarding the owner's appeal regarding errors and omissions which was not considered by the Board. E. Lai moved to reconsider the Motion just passed. T. Williams seconded. The Board voted as follows:

Aye: R. Stone, T. Hall, T. Williams, E. Lai  
Nay: 0  
Abstain: 0

The motion was approved by consensus.

R. Stone moved to remand the hearing decision to the hearing officer to consider any evidence the parties may present regarding leases of these units for the narrow purpose of considering whether the leases are subject to the Soriano decision and the underlying Statute, CCC §1632; and further to respond to the owner's contention regarding errors and omissions on Bate stamp page 273. T. Hall seconded.

The Board voted as follows:

Aye: R. Stone, T. Hall, T. Williams, E. Lai  
Nay: 0  
Abstain: 0  
Abstain: 0

The motion was approved by consensus.

## 6. OLD BUSINESS

- a. None
- b. SCHEDULING & REPORTS
  - a. Board Attendance Policy-February 28, 2019 Board Meeting

## 8. ADJOURNMENT

The meeting was adjourned by consensus at 9:15 p.m.

## CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case Nos & Names: L17-0124, Bellinger v. Madrigale  
T17-0546, Madrigale v. Bellinger  
C17-0030, Madrigale v. Bellinger

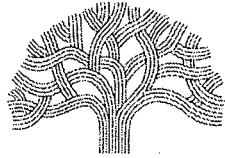
Property Address: 490 48<sup>th</sup> St., Oakland, CA

Parties: Larry Bellinger (Owner)  
Talia Madrigale (Tenant)  
Ora Prochovnick (Tenant's Attorney)

### OWNER APPEAL

<u>Activity</u>	<u>Date</u>
Owner Petition filed (L17-0124)	June 7, 2017
Tenant Response to Owner's Petition filed	September 29, 2017
Tenant Petition filed (T17-0546)	October 2, 2017
Declaration of Non-Compliance filed By Tenant (C17-0030)	November 30, 2017
Hearing Decision and Notice of Intent To Issue a Citation	April 25, 2018
Owner Appeal filed	May 14, 2018
Notice of Final Decision (C17-0030)	September 18, 2018
Tenant's Opposition to Owner's Appeal filed	October 18, 2018

L17-0124 KM/BC



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

**PROPERTY OWNER  
PETITION FOR  
APPROVAL OF RENT  
INCREASE**

**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 <i>Larry Bellinger</i>	Complete Address (with zip code) <i>11305 Elvessa St. Oakland, CA 94605</i>	Daytime Telephone: <i>510 878 7988</i>
		E-mail: <i>lat6264@comcast.net</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Daytime Telephone:
		E-mail:
Property Address (If the property has more than one address, list all addresses) <i>490-48<sup>th</sup> St. Oakland Ca 94609</i>		

Total number of units on property: 3

Date on which you acquired the building: 1990

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?	Yes	No <input checked="" type="checkbox"/>
On what date was the RAP Notice first given?		
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.)	Yes <input checked="" type="checkbox"/>	No
Oakland Business License number.	<i>00043958</i>	

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

**REASON(S) FOR PETITION.**

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

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

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

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

Have you ever filed a petition for this property?

- Yes
- No

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

---

**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.

**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.**

*Larry D Bellinger*  
Owner's Signature

6/7/17  
Date

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

\_\_\_\_\_  
Date



**File Review**

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

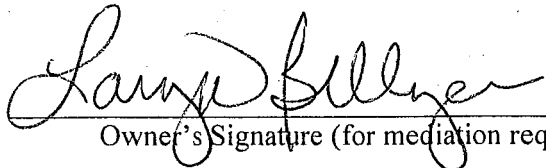
**Mediation Program**

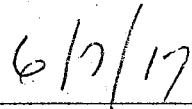
If you are interested in submitting your dispute to mediation, please read the following information carefully. To request mediation, all petitioners must sign the form that follows. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is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

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

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

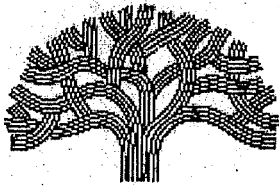
I agree to have my case mediated by an outside mediator (fees to be paid by the parties).

  
\_\_\_\_\_  
Owner's Signature (for mediation request)

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature (for mediation request)

\_\_\_\_\_  
Date



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
**RECEIVED**  
SEP 20 2017

RENT CASE NUMBER 17-0124  
OAKLAND

To Keith Mason

**Tenant Response Contesting Rent Increase**

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

Your Name <i>Talia Madrigale</i>	Complete Address (with Zip Code) <i>490 48 street Oakland, CA 94609</i>	Telephone Day <i>415 350 6436</i> Evening _____
Your Representative's Name <i>Ora Prochnick</i>	Complete Address (with Zip Code) <i>JPK Housing Clinic 100 Ellinwood way Pleasanton, CA 94522</i>	Telephone Day <i>925-969-3356</i> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: *(2) - 6 on property*

**Rental History**

Date you entered into the Rental Agreement for this unit: *6/1/2009*

Date you moved into this unit: *6/1/2009*

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

Initial Rent: \$ *1590 (530) share of rent.* Initial rent included (please check all that apply) ( ) Gas ( ) Electricity ( ) Water ( )  Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL 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	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
2/22/17	5/1/17	\$ 1760	\$ 2000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8/15/15	9/1/15	\$ 1590	\$ 1760	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>		<b>Debt Service</b>	
<b>Capital Improvement</b>		<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.

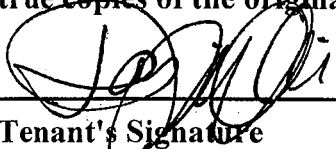
**The property owner has the burden of proving the contested rent increase is justified.**

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

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

**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

9/20/17  
 \_\_\_\_\_  
 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.

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 charge).

\_\_\_\_\_  
**Tenant's Signature (for Mediation Request**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Signature (for Mediation Request**

\_\_\_\_\_  
**Date**

September 28, 2017

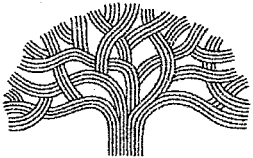
In reference to Tenant Response Contesting Rent Increase:

Contested Justification for Rent increase

Not exempt from Adjustment Ordinance. Unit(building) built prior to 1983. Home constructed early 20<sup>th</sup> century. Unit is a 3 bedroom 2 bathroom duplex, with another unit below. There are currently a total of 6 units on property. Tenant has lived in unit since 2009.

1. Banking
  - a. *See description of rent increases on unit on form*
2. Capital Improvement
  - a. Building Wide Capital Improvements: 2014-external painting of the building (at advise of landlord's realtor), renovation of lower unit-490 ½ 48 street including bathroom, kitchen and internal painting following prior tenant's moving out.
  - b. Unit specific capital improvements
    - i. 2014-Repainting of both bathrooms, replacement of tile and bathtub in one bathroom-"gold plating" repair not necessary or requested by tenants.
    - ii. 2013-Replacemnt of washer/dryer combo as machine stopped working. Was replaced with used model of similar quality/age of prior washer/dryer combo.
    - iii. Replacing kitchen faucet following faucet breaking
    - iv. 2015-New carpet in one bedroom and paint-not at request of tenant.
3. Increased Housing Service Costs
  - a. Owner pays garbage for unit. Unknown cost of building and property wide taxes and insurance costs.
4. Debt Service
  - a. *See capital improvements listed above-*
5. Uninsured Repair Costs
  - a. *See unit capital improvement description above.*
6. Constitutional Fair Return
  - a. Unknown-landlord did not attach appraisal history on unit.

T17-0546 KM/BC

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. <b>RECEIVED</b> OCT - 2 2017 <b>TENANT PETITION</b>
--	--	--

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

**Please print legibly**

Your Name Talia Madrigale	Rental Address (with zip code) 490 48 street Oakland, Ca 94609	Telephone: 415.350.6436 E-mail: tmadrigale@gmail.com
Your Representative's Name Ora Prochovnick	Mailing Address (with zip code) JFK housing clinic 100 ellinwood way Pleasanton, CA 94523	Telephone: Email: 925.969.3356
Property Owner(s) name(s) Larry and Lydia Bellinger	Mailing Address (with zip code) 11305 Elvessa street Oakland CA 94605	Telephone: 510. 878.7988 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 5

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input type="checkbox"/> Yes	<input checked="" 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.)

Landlord refusing to follow the order of the decision. Landlord not accepting rent, not following ruling-Case number: T17-0319  
 Not giving refund check on rent as stated from ruling. Tenent overpaid-May 2017-August 2017. (\$2000-\$1760)x4=\$800 september rent.

**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.

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

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

Date you moved into the Unit: 6/1/2009 Initial Rent: \$ 1590 (for whole apartment-I paid a third) /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  X

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.

see in T17-0319.

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:

T17-0319

**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:

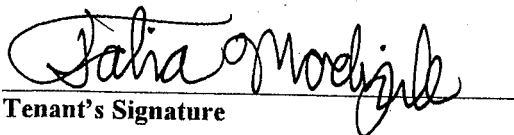
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

9/27/17  
Date



DECLARATION OF

RENT ADJUSTMENT CASE NO. L17 0124 / T17-0319  
(if applicable)

The purpose of this declaration is to inform the City of Oakland Rent Adjustment Program about what I think is a violation of the Rent Adjustment Ordinance.

I, Talia Madrigale, an adult, 18 years of age or older, declare as follows:  
(please print your name)

Ruling not being followed by landlord(s).

RAPD Ruling as of August 2017 asserted 1760 due per month & not 2000 requested by landlord. Landlord demanding 2000 due in conflict of Rent Board Ruling. - Letter attached.

Landlord owes me ~~10,000~~ \$1,920 from overpaid rent May 2017 - December 2017.

Tenant has been paying under protest.

(2000 - 1760) x 8 (months)  
(Requested Rent - Rent)

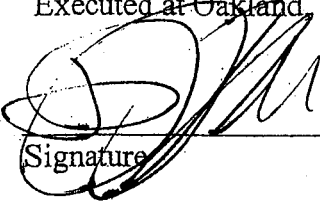
240 x 8 = \$1,920 overpaid.

(attach extra sheets if necessary)

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

Executed at Oakland, California on November, 2017

30<sup>th</sup>



Signature

October 1, 2017

2017 NOV 30 PM 12:17

Lydia Bellinger  
11305 Elvessa St  
Oakland, Ca 94605

To: Talia Madrigale

Fr: Lydia Taylor-Bellinger

Re: Monthly Rent

Ms. Tallia Madrigale, your rent is \$2,000.00 per month.

Please submit a check for September and October rents for a total of \$4,000.00.

We are scheduled for a hearing in November, until then you should be paying the \$2,000.00.

Enclosed is a copy of the hearing date.

Please provide information on the additional tenants that have occupied the property, without my permission or a signed lease agreement. I have not approved additional tenants.

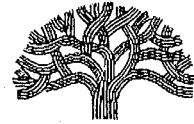
Enclosed are checks 1594 & 1596 dated 9/1/17 for \$800, dated 10/1/17 for \$1,760 dollars.

Thank you,  
Lydia Taylor-Bellinger

000026

# CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313  
OAKLAND, CA 94612



Department of Housing and Community Development  
Rent Adjustment Program

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

## **HEARING DECISION and NOTICE OF INTENT TO ISSUE A CITATION**

**CASE NUMBER:** L17-0124, Bellinger v. Tenant  
C17-0030, Madrigale v. Bellinger  
T17-0546, Madrigale v. Bellinger

**PROPERTY ADDRESS:** 490 48<sup>th</sup> Street, Oakland, CA

**DATE OF HEARING:** February 9, 2018

**DATE OF DECISION:** April 20, 2018

**APPEARANCES:** Talia Madrigale, Tenant  
Steven Lowe, Tenant Representative  
Ora Prochovnick, Attorney for Tenant  
Larry Bellinger, Owner  
Susan Ma, Program Analyst

### **PROCEDURAL HISTORY**

This matter involves a *Tenant Petition* filed on May 22, 2017, in case number T17-0319. In that case the tenant contested a rent increase from \$1,760 to \$2,000 a month. In that case an *Administrative Decision* was issued on August 8, 2017.

The relevant parts of the *Administrative Decision* pertinent to this decision states:

“4. The tenant’s petition regarding the rent increase is granted. The tenant’s base rent remains \$1,760.00 per month. Any amount paid over the tenant’s base rent since May 1, 2017, is an overpayment and shall be deducted from future rent payments.”

This *Administrative Decision* was not appealed.

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On October 2, 2017, the tenant filed a *Tenant Petition* in which she contested the same rent increase she contested in case T17-0319. The owner was served with that petition on October 20, 2017, but never filed a response to that *Tenant Petition*.

On November 30, 2017, the tenant filed a declaration with the Rent Adjustment Program (RAP) alleging that the Owner was not complying with the *Administrative Decision*. The declaration states:

“Ruling not being followed by landlords. RAP Ruling as of August 2017 asserted 1760 due per month; not the \$2000 requested by landlord. Landlord demanding \$2000 due in conflict of Rent Board Ruling....Landlord owes me \$1,920 from overpaid rent May 2017-December 2017. Tenant has been paying under protest....”

On June 7, 2017, the owner filed a *Property Owner Petition for Approval of Rent Increase* claiming that a rent increase was justified by banking, capital improvements, fair return, increased housing service costs and uninsured repair costs. This document was filed without a list of tenants who were impacted by the petition, or proof of payment of the Rent Program Service fee or business license, as required. The owner was sent a deficiency letter on July 31, 2017, requesting this information, which was provided on August 9, 2017. The tenant was then served with the *Property Owner Petition* on August 25, 2017. The tenant filed a timely *Tenant Response Contesting Rent Increase* on September 29, 2017.

### THE ISSUES

1. Has the owner complied with the *Administrative Decision*?
2. Has the owner complied with the rules requiring service of the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice?)*
3. What is the allowable rent?
4. Did the owner establish the right to approval of a rent increase per his owner petition?
5. Did the tenant petition against any new rent increase in case T17-0546?

### EVIDENCE

Hearing Procedure: Susan Ma, Program Analyst with the City of Oakland's RAP, testified that she received the *Declaration from Talia Madrigale*.<sup>1</sup> The Declaration stated that Tenant believed Owner did not comply with the *Administrative Decision* and violated the Rent Adjustment Ordinance. The *Administrative Decision* in case T17-0319 was admitted into evidence as Exhibit 1.<sup>2</sup>

<sup>1</sup> Exhibit 2 is the Tenant's Declaration. All Exhibits referred to in this Hearing Decision, other than Exhibit 1, was admitted into evidence without objection.

<sup>2</sup> The owner objected to the admission of this Exhibit on the grounds that he never received it. This objection was overruled.

The owner repeatedly testified that neither he nor his wife ever received the *Administrative Decision*. The *Administrative Decision* has an attached Proof of Service showing that on August 8, 2017, the decision was mailed to the owner at his address of record. The owner acknowledged that the mailing address shown on the proof of service is his mailing address.

At the Hearing the owner went through his folder of documents regarding this tenant. The folder contained the *Administrative Decision* that the owner claimed he never received. After realizing that he had the *Administrative Decision* the owner testified that he misinterpreted the decision and was confused by the number of documents he received from the Rent Adjustment Program.

RAP Notice: The owner testified that he never gave the Notice to Tenants of the Residential Rent Adjustment Program (*RAP Notice*) to the tenant at any time. The owner testified that he never knew anything about a *RAP Notice* being required. The tenant also testified she never received the *RAP Notice*.

Rent History: The tenant testified that she moved into the subject unit in 2009 with several other tenants who were already living there. In August of 2015, the tenant signed a new lease with the owner, along with two other new tenants, which set the rent to \$1,760 a month.<sup>3</sup> In April of 2017, she received a rent increase notice, purporting to increase her rent to \$2,000 a month, effective May 1, 2017.<sup>4</sup> This document was put in her mailbox by the owner, but was not mailed.

The tenant testified that she paid \$2,000 a month in each month from May through August of 2017. After she received the Administrative Decision in case T17-0319, in August of 2017, she paid rent of \$800 in September of 2017, in order to compensate for the overpayments of rent that had been made from May-August of 2017 (as instructed by the decision). Along with the rent check of \$800, she included the *Order* from the *Administrative Decision* (the last page of the *Decision*). After making that payment, the tenant received a letter from Lydia Bellinger, the owner's wife, returning the \$800 check. The letter states:

"Ms. Talia Madrigale, your rent is \$2,000.00 per month.

Please submit a check for September and October rents for a total of \$4,000.

We are scheduled for a hearing in November, until then you should be paying the \$2,000.00."

The tenant further testified that in order to avoid being evicted she paid the \$2,000 for each month and will continue to do so in all months until she receives a Hearing Decision in this case.

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<sup>3</sup> Exhibit 6

<sup>4</sup> Exhibit 5

The owner testified that he does not dispute the tenant's testimony of rent payments.

The owner further testified that the reason he increased the rent in 2017, was because the tenant's co-tenants were moving out and the tenant was living there alone. He felt that this was a justification to increase the rent because the lease states:

"Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement."<sup>5</sup>

The owner sought to bring in evidence regarding the tenant bringing in subtenants in violation of the lease, which occurred after the owner increased the rent. The owner was told that he could not testify about this issue because the Rent Adjustment Program does not have jurisdiction of the issue of whether the tenant has violated the lease agreement.

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

#### **Has the Owner Complied with the *Administrative Decision*?**

The *Administrative Decision* clearly sets forth that the rent for the subject unit was \$1,760 a month. This decision was not appealed and has long ago become final. The owner's claim that he never received this decision was not true, as the decision was in his folder that he brought to the Hearing. The decision also stated that the tenant was entitled to deduct any rent payments she had made over the \$1,760 rent.

After the tenant paid rent of \$800 in September of 2017, to compensate for her overpayments of rent, the owner returned her check and demanded a continued payment of \$2,000 a month, in direct conflict with the *Administrative Decision* that had been served.

#### **When, if ever, was the tenant first served with the *RAP Notice*?**

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>6</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>7</sup> An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.<sup>8</sup> The owner's claim that he never heard of the *RAP Notice* does not change this requirement.

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<sup>5</sup> Exhibit 6, paragraph 21

<sup>6</sup> O.M.C. § 8.22.060(A)

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

<sup>8</sup> O.M.C. § 8.22.060 (C)

It is uncontested that the tenant never received the *RAP Notice*. The owner and the tenant both testified that it was never served.

No rent increase or notice to change the terms of the tenancy can be given to the tenant with an effective date any earlier than six months after the tenant is first given the *RAP Notice*.

### **What is the Allowable Rent for the Subject Unit Since May 2017?**

In all months since May 2017, the tenant's rent has been \$1,760 a month. This was decided in the prior *Administrative Decision*. The tenant has paid rent of \$2,000 in all months. Through April of 2018, the tenant has overpaid rent of \$240 a month for twelve months, an overpayment of \$2,880.

The tenant's base rent remains \$1,760 a month. An overpayment of this size is normally adjusted over a period of 12 months.<sup>9</sup> For now \$240 a month is subtracted from the current base rent of \$1,760, for a total rent of \$1,520 a month. From May of 2018 through April of 2019, the tenant's rent is \$1,520 a month. The rent reverts to \$1,760 a month in May of 2019. If the owner increases the rent between this Hearing Decision and May of 2019, the restitution shall be deducted from the new base rent.

### **Did the owner establish the right to approval of a rent increase per his owner petition?**

The owner filed a petition seeking to increase the rent based on banking, capital improvements, increased housing service costs, fair return and uninsured repair costs.

In order to file a petition an owner must provide the following: "Evidence of service of written notice of the existence and scope of the Rent Adjustment Program (*RAP Notice*) on the tenant in each affected covered unit in the building prior to the petition being filed." O.M.C. § 8.22.090(B)(1). The owner has testified that he has never served the *RAP Notice*. Therefore the owner's petition was not "filed" and is denied.

### **Did the tenant petition against any new rent increase in case T17-0546?**

The tenant petition in case T17-0546 contests the same rent increase contested in T17-0319. There has not been a new rent increase. A decision has already been made on case T17-0319. Therefore, there is no further need to discuss any additional rent increase.

### **ORDER**

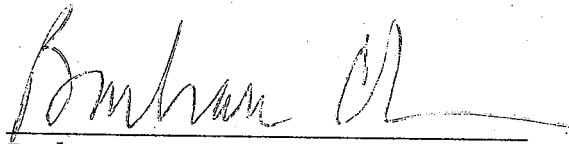
1. The owner has failed to comply with the *Administrative Decision* in case T17-0319.
2. As previously held in that case, the tenant's rent is \$1,760 per month.

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<sup>9</sup> Regulations, Section 8.22.110(F)

3. The tenant has overpaid rent of \$2,880.
4. This overpayment is adjusted by a rent decrease for the next 12 months in the amount of \$220 a month.
5. The tenant's rent for the months of May 2018 through April 2019 is \$1,520 per month. The rent reverts to \$1,760 a month in May of 2019.
6. The owner is not entitled to raise the tenant's rent until 6 months after he first serves the RAP Notice on the tenant.
7. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: April 23, 2018



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

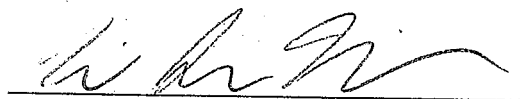
**NOTICE OF INTENT TO ISSUE A CITATION**

Please take notice that an Intent to Issue an Administrative Citation is hereby being issued to the owner for non-compliance with O.M.C. Section 8.22.150(A)(2)(d) due to failure or refusal to abide by a final order of a Hearing Officer.

**In accordance with O.M.C. § 8.22.170(A)(3)(d) and the corresponding Regulations, you are allowed to cure this violation without a penalty being imposed if, no later than ten (10) calendar days after service of this notice, the Rent Adjustment Program receives evidence that you have cured the violation.**

If a sufficiently documented response is not received by us within the stated time limit, an administrative citation may be issued against you imposing **monetary penalties**.

Dated: April 23, 2018



Susan Ma  
Program Analyst  
Rent Adjustment Program



**PROOF OF SERVICE**

**Case Numbers L17-0124, C17-0030, & T17-0124**

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

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

**Documents Included**

HEARING DECISION & NOTICE OF INTENT TO ISSUE A CITATION

**Owner**

Larry Bellinger  
11305 Elvessa St  
Oakland, CA 94605

**Tenant**

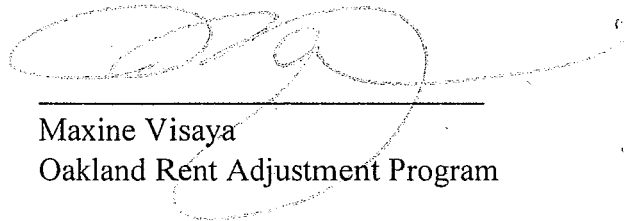
Talia Madrigale  
490 48th St.  
Oakland, CA 94609

**Tenant Representative**

JFK Housing Clinic/Ora Prochovnick  
100 Ellinwood Way  
Pleasanton, CA 94605

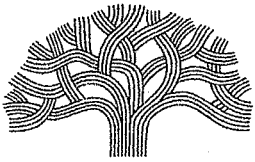
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 Apr 25, 2018 in Oakland, CA.



\_\_\_\_\_  
Maxine Visaya  
Oakland Rent Adjustment Program

W. Mason



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

MAY 14 2017 2:27

**APPEAL**

<b>Appellant's Name</b> Larry & Lydia Bellinger		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 490 48th St Oakland, CA 94609			
<b>Appellant's Mailing Address (For receipt of notices)</b> 11305 Elvessa St Oak, CA 94605		<b>Case Number</b> L17-0124 C170030 T170546	
		<b>Date of Decision appealed</b>	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

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

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

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

For more information phone (510) 238-3721.

Case # 17-0124  
C-17-0030  
T-17-0546

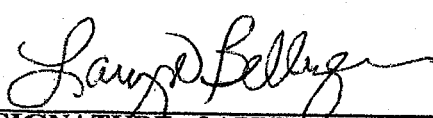

- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively. Number of pages attached: 7

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

I declare under penalty of perjury under the laws of the State of California that on 5/14, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Talia Madrigale
<b>Address</b>	490 48th St
<b>City, State Zip</b>	Oakland Ca. 94609
<b>Name</b>	JFK Housing Clinic do Ora Prochovnick
<b>Address</b>	100 ellinwood way
<b>City, State Zip</b>	Pleasanton, Ca. 94523

 	<u>5/14/18</u>
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

May 14, 2018

Appeal - Hearing Decision and Notice of Intent to Issue a Citation

Case Number: L17-0124, Bellinger V. Tenant  
C 17-0030 Madrigale v. Bellinger  
T 17-0546 Madrigale v. Bellinger

During the hearing with Ms. Cohen and Ms. Ma I was informed of the violations that they were concerned with and were only covering those items. They informed me that the lease agreement that was signed by the tenant and myself was not valid because the only lease or rental agreement that is enforceable is the one that is issued by the rent adjustment program. I informed them that I was unaware and we never received any information of this law of one lease or rental agreement that is only enforced by the rent control laws.

Ms Cohen and Ms Ma stated that Ms. Madrigale being the only tenant remaining of the three original tenants had the right to remain and I could not raise the rent. They also stated that the rental agreement could not be enforced and that the tenant could choose other roommates without informing me if she chooses too. She could charge them rent which I would have no say so. In other words the tenant becomes the landlord and I become a maintenance man. The additional tenants do not submit any applications, rental history, proof of ability to pay or background checks etc.

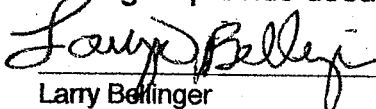
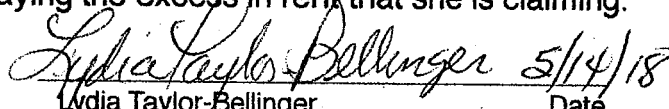
We are requesting that Ms. Madrigale provide the amount of rent, with documentation that is being received from her "room mates".

We are asking that Ms. Madrigale provide the names/contact information for the room mates.

We are asking that Ms. Madrigal provide signed Documentation that they have been informed of the guidelines of the premises (We have observed tenant smoking that is a violation).

Who is responsible for damage/repairs to the property, if she is renting out the unit?

Concerning the rent paid, there is a misunderstanding regarding the amount of rent paid. Ms. Madrigale states that she paid \$2,000.00 dollars every month starting May 2017. Document from the City of Oakland Rent Adjustment Program time stamped October 2, 2017, submitted by Ms Madrigale, in which she is asked are you current on your rent, she clearly checked the NO box. We have copies of checks received. Our records do not show that all the rent in question was paid. We are asking that Ms. Madrigale provide documentation of paying the excess in rent that she is claiming.

 5/14/18  5/14/18  
Larry Bellinger Date Lydia Taylor-Bellinger Date

Attach: City of Oakland Rent Adjustment form - time Stamped Oct. 2, 2017

000036



*Case # T17-0546 KMB*  
**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 P.O. Box 70243 14 PM 2:22  
 Oakland, CA 94612-0243  
 (510) 238-3721

For date stamp.  
**RECEIVED**  
 OCT - 2 2017  
**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 Talia Madrigale	Rental Address (with zip code) 490 48 street Oakland, Ca 94609	Telephone: 415.350.6436
		E-mail: tmadrigale@gmail.com
Your Representative's Name Ora Prochovnick	Mailing Address (with zip code) JFK housing clinic 100 ellinwood way Pleasanton, CA 94523	Telephone:
		Email: 925.969.3356
Property Owner(s) name(s) Larry and Lydia Bellinger	Mailing Address (with zip code) 11305 Elvessa street Oakland CA 94605	Telephone: 510. 878.7988
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 5

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input type="checkbox"/> Yes	<input checked="" 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.)

Landlord refusing to follow the order of the decision. Landlord not accepting rent, not following ruling-Case number: T17-0319  
 Not giving refund check on rent as stated from ruling. Tenent overpaid-May 2017-August 2017. (\$2000-\$1760)x4=\$800 september rent.

**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.

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

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

Date you moved into the Unit: 6/1/2009 Initial Rent: \$ 1590 (for whole apartment-I paid a third) /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  X

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.

see in T17-0319.

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:

T17-0319

**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:

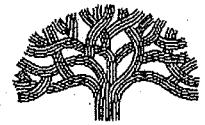
I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

Jahia Moelzink  
Tenant's Signature

9/27/17  
Date

[Empty rectangular box]

[Empty rectangular box]



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

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

**ADMINISTRATIVE DECISION**

**CASE NUMBER:** T17-0319, Madrigale v. Bellinger

**PROPERTY ADDRESS:** 490 48<sup>th</sup> Street, Oakland, CA

**PARTIES:** Talia Madrigale Tenant  
Larry & Lydia Bellinger Owners

**INTRODUCTION**

This matter involves a tenant petition filed by Talia Madrigale, who is contesting a rent increase from \$1,760.00 to \$2,000.00, effective May 1, 2017, that she alleges exceeds the C.P.I and is unjustified. The tenant alleges under oath that the rent increase notice was served without a *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*. Additionally, the tenant claims that she has never received a RAP Notice. On July 7, 2017, the owners submitted a Response which states under oath that they did not provide the RAP Notice with the notice of rent increase.

**REASON FOR ADMINISTRATIVE DECISION**

An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence beyond the information contained in the petition and/or response. 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.

**NOTICE AND FILING REQUIREMENTS**

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>1</sup> and together with any notice of rent increase.<sup>2</sup> The tenant did not receive the

<sup>1</sup> O.M.C. §8.22.060(A)

<sup>2</sup> O.M.C. §8.22.070(H)(1)(A)

EX 1

000040



**PROOF OF SERVICE**

**Case Number T17-0319**

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

**Tenant**

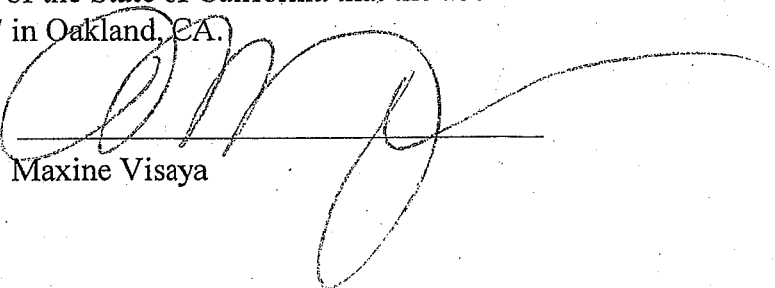
Talia Madrigale  
490 48th St  
Oakland, CA 94609

**Owner**

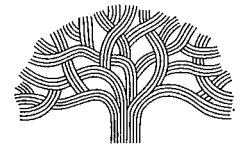
Larry & Lydia Bellinger  
11305 Elvessa St  
Oakland, CA 94605

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 08, 2017 in Oakland, CA.

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

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • P.O. BOX 70243 • OAKLAND, CA 94612-2034

Housing and Community Development Department  
Rent Adjustment Program  
rapwp.oaklandnet.com

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

September 17, 2018

Larry Bellinger  
11305 Elvessa Street  
Oakland, Ca 94605

Re.: **Notice of Final Decision**, Citation Case # C17-0030, *Madrigale v. Bellinger*  
Property Address: 490 48 Street, Oakland, Ca

Dear Mr. Bellinger:

On September 17, 2018, I spoke to Ms. Talia Madrigale over the telephone. She said you have been following the *Hearing Decision and Order* in consolidated case numbers C17-0030, L17-0124, and T17-0546. She is paying the rent amounts as set forth in the *Order* and you are accepting the rent payments in accordance with the *Order*. Therefore, no citation will be issued in this matter.

If you have further questions or concerns regarding this matter, you may contact me at (510) 238-7108.

Sincerely,

Susan Ma  
Program Analyst 2  
Rent Adjustment Program

cc: Talia Madrigale  
490 48 Street  
Oakland, Ca 94609

Ora Prochovnick  
JFK Housing Clinic  
100 Ellinwood Way  
Pleasanton, Ca 94523

## PROOF OF SERVICE

Case Number(s): **C17-0030, *Madrigale v. Bellinger***

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 **Final Citation Notice** 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:

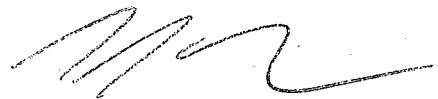
Larry Bellinger  
11305 Elvessa Street  
Oakland, Ca 94605

Talia Madrigale  
490 48 Street  
Oakland, Ca 94609

Ora Prochovnick  
JFK Housing Clinic  
100 Ellinwood Way  
Pleasanton, Ca 94523

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 18, 2018**, in Oakland, California.



---

Susan Ma  
Oakland's Rent Adjustment Program

2018 OCT 18 AM 11:17

1 **ORA PROCHOVNICK, SBN #115161**  
2 **JFKU HOUSING ADVOCACY CLINIC**  
3 100 Ellinwood Way  
4 Pleasant Hill, CA 94523  
5 Tel: (925) 969-3493  
6 Fax: (925) 969-3167

7 NICK ZAGAROLI  
8 T. PAIGE BEARCE-BEERY  
9 Certified Legal Interns

10 Attorney for Tenant Talia Madrigale

11 **RENT ADJUSTMENT PROGRAM**

12 **CITY OF OAKLAND**

13 LARRY AND LYDIA BELLINGER,

14 Owner Petitioners,

15 vs.

16 TALIA MADRIGALE,

17 Tenant Respondents.

) Case No.: L17-0124  
) C17-0030  
) T17-0546

) TENANT'S OPPOSITION TO LANDLORD'S  
) APPEAL

) DATE OF DECISION: APRIL 20, 2018

) HEARING OFFICER: BARBARA M. COHEN

) DATE OF HEARING ON APPEAL:  
) January 17, 2018

18 **STATEMENT OF FACTS**

19  
20  
21 A Rent Adjustment Program Hearing was held in this matter on February 9, 2018, a  
22 consolidated hearing on three separate petitions filed by the Tenant, the Owners and a citation  
23 petition filed by the RAP itself. Tenant had previously filed petition T17-0319, contesting a rent  
24 increase from \$1,760 to \$2,000 a month, which was granted; however, the Owners refused to  
25 comply with the RAP decision and insisted that Tenant continue to pay the increased rent. Owners  
26 subsequently petitioned for approval of the rent increase (L17-0124), the Oakland Rent Adjustment  
27  
28

1 Program (RAP) filed a petition when the owners ignored the prior decision (C17-0030), and Tenant  
2 petitioned again to object to Owners' insistence that Tenant pay the increased rent (T17-0546).

3 At the hearing it was determined that the owners did not comply with the Administrative  
4 Decision issued August 8, 2017 in case number T17-0319; furthermore, it was shown that the  
5 owners had not ever served the tenant with the RAP Notice. A decision was issued on April 20,  
6 2018, ordering that the tenant's lawful rent is \$1,760 per month, that tenant had overpaid rent in the  
7 total amount of \$2,880, that the overpayment be reimbursed via a rent credit for the next 12 months  
8 in the amount of \$220 a month, that tenant's rent would therefore be \$1,520 per month from May  
9 2018 through April 2019, and that the owners are not entitled to raise the tenant's rent until six  
10 months after they first serve the RAP notice on the tenant. Owners' appeal stems from this decision.  
11 Despite Owners' appeal, both Tenant and Owners have been fully complying with the Decision, as  
12 noted in the Notice of Final Decision issued in citation case # C17-0030 on September 17, 2018.

#### 13 14 VALIDITY OF THE LEASE AGREEMENT

15 Owners claim that they were informed at the hearing on February 9, 2018 that the tenant's  
16 lease was invalid; however, as referenced on page 5 of the Administrative Decision, the petitions  
17 only concerned the rent increase, not the validity of the lease. The lease between the parties is valid,  
18 but the owners never served a RAP Notice, ergo the rent increase was not valid. The Decision  
19 simply states that, "RAP does not have jurisdiction of the issue of whether the tenant has violated  
20 the lease agreement." If the owners claim that the tenant violated a term of the lease agreement, the  
21 Rent Adjustment Program is not the proper forum for the complaint.

#### 22 23 ROOMMATES ISSUE

24 Owners request that tenant inform them of the names of her roommates. This information is  
25 irrelevant to the question of the validity of the rent increase. Furthermore, owners were provided the  
26 information they requested on more than one occasion, including in a letter sent to them on March  
27 5, 2018, a copy of which is attached as Exhibit A. Owners also have verbally approved and  
28

1 consented to Tenant's new roommates. Moreover, "if a lessee of real property remains in possession  
2 thereof, . . . and the lessor accepts rent from [her], the parties are presumed to have renewed the  
3 hiring," thus Owners legally waived any right to object by continuing to accept monthly rent from  
4 the Tenant after notice that additional roommates were residing in the unit. [Cal. Civ. Code § 1945]  
5 It is a well-accepted principle that landlords waive a tenant's breach of covenant, and the right to  
6 evict based on that breach, by accepting rent with full knowledge of the facts constituting the  
7 breach. [*EDC Associates, Ltd. V. Gutierrez* (1984) 153 CA3d 167, 200 CR 333]

### 8 9 **SMOKING GUIDELINES IN THE LEASE AGREEMENT**

10 Owners request that Tenants sign documentation regarding the smoking guidelines in their  
11 lease to show they understand the terms of the lease in this regard, since Owners allegedly saw  
12 somebody smoking on the premises. The Tenants are aware of the lease agreement restrictions  
13 regarding smoking. The person who was purportedly smoking in the backyard was a houseguest and  
14 is no longer allowed at the premises. The Tenants do not need to sign anything new in reference to  
15 smoking, as they are already bound by the terms of the lease. By accepting rent for June, 2018, and  
16 subsequent months, the Owners has waived any objection to the alleged breach by smoking, since,  
17 as discussed above, landlords generally waive a breach of covenants of the lease, and the right to  
18 evict based on that breach, by accepting rent with full knowledge of the breach. [*Ibid.*]

### 19 20 **AMOUNT OF PAID RENT**

21 Owners dispute the amount that Tenant paid for rent in previous months. There is ample  
22 evidence to show that Tenant in fact paid the amounts claimed. On pages three and four of the  
23 Administrative Decision, it states that the tenant testified under oath to paying \$2,000 per month  
24 from May 2017 through the date of hearing. Page four of the Administrative Decision states that,  
25 "owner testified that he does not dispute the tenant's testimony of rent payments." The decision is  
26 clear as to what the tenant should be paying as a result of her overpayments, and explains the  
27 subsequent rent reduction. Owners agreed with the accounting of the payments at the hearing.

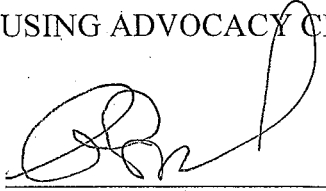
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**CONCLUSION**

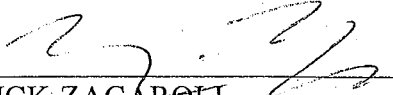
The questions raised in Owners' appeal are irrelevant to the question of Tenant's rent and the failure to comply with the Oakland Rent Adjustment Program's previous decision. Owners have still failed to serve a RAP notice, which they would need to do six months prior to a rent increase, and the validity of the prior rent increase had already been decided. The Hearing Decision was correct as to both findings of fact and conclusions of law. A Notice of Final Decision in citation case # C17-0030 was issued September 17, 2018 stating that because Tenant is paying rent amounts as set forth in the Hearing Decision, and Owners are accepting rent as set forth in the Decision, no citation would be issued in the matter. The appeal should be denied, as there is no legitimate reason not to let the decision stand.

DATED: October 18, 2018

JFKU HOUSING ADVOCACY CLINIC



ORA S. PROCHOVNICK  
Attorney for Tenant



NICK ZAGAROLI  
Certified Legal Intern

**PROOF OF SERVICE BY MAIL**

I, Nicholas Zagaroli declare:

I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place. My business address is 100 Ellinwood Way, Pleasant Hill, California.

On October 18, 2018, I served a copy of the attached Opposition to Landlord's Appeal in this action by:

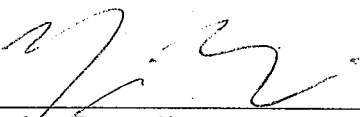
placing a true copy thereof, enclosed in a sealed envelope and placing the envelope for collection and mailing on the date and at the place shown above following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day, that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage paid.

The envelope was addressed and mailed as follows:

Larry and Lydia Bellinger  
11305 Elvessa Street  
Oakland, CA 94605

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

Date: 10/18/2018

  
\_\_\_\_\_  
Nicholas Zagaroli



## CHRONOLOGICAL CASE REPORT

Case No.: L17-0177  
Case Name: Dichoso et al v. Tenants  
Property Addresses: 1172 72<sup>nd</sup> Avenue, Oakland, CA  
1174 72<sup>nd</sup> Avenue, Oakland, CA  
Parties: Kelly Dichoso (Owner)  
No appearance by tenants

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	July 21, 2017
No Tenant Responses filed	
Hearing Decision issued	May 7, 2018
Owner Appeal filed	May 15, 2018

L17-0177 re/MA

<p><b>CITY OF OAKLAND</b>  <b>RENT ADJUSTMENT PROGRAM</b>          250 Frank H. Ogawa Plaza, Suite 5313          Oakland, CA 94612          (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: center;"><b>RECEIVED</b>  <b>JUL 21 2017</b></p> <p style="text-align: center;">OAKLAND RENT ADJUSTMENT  <b>LANDLORD PETITION</b>  <b>FOR CERTIFICATE OF EXEMPTION</b>          (OMC §8.22.030.B)</p>
--	--

**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

**Section 1. Basic Information**

Your Name Kelly Dichoso Sophia Do		Complete Address (with zip code) 3264 ADAMS ST. ALAMEDA, CA 94501	Telephone Day: 510-381-5155 510-282-7239
Your Representative's Name		Complete Address (with zip code)	Telephone Day:
Property Address 1172 72nd Ave. Oakland, CA 94621		Total number of units in bldg or parcel. 2 units	
Type of units (circle one)	Single Family Residence (SFR)	Condominium	Apartment or Room <b>Duplex</b>
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		Yes	No
Assessor's Parcel No. 41-4135-63			

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

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

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

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

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


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

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

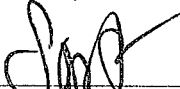
<input checked="" type="checkbox"/>	New Construction
<input type="checkbox"/>	Substantial Rehabilitation
<input type="checkbox"/>	Single Family Residence or Condominium (Costa-Hawkins)

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

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

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

7/18/2017  
\_\_\_\_\_  
Date

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

7/18/2017  
\_\_\_\_\_  
Date

**Important Information**

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

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

List of tenants located at 1172 72nd Ave.  
Oakland CA 94621. Unit is a Duplex. 1172/1174

Top Unit 1172 Tenants:

- Rosita Catarina Mendoza
- Jorge Antonio Martin
- Jose B. Alvarenga
- Wilfredo Alvarenga

Bottom Unit 1174 Tenants:

- Francisco Espinoza
- Francisco Jr. Espinoza
- Cecilia Espinoza
- Omar Espinoza



**OFFICE OF ASSESSOR  
COUNTY OF ALAMEDA**

ADMINISTRATION BUILDING, ROOM 145, 1221 OAK STREET  
OAKLAND, CALIFORNIA 94612-4288  
(510) 272-3787 / FAX (510) 272-3803

**RON THOMSEN  
ASSESSOR**

PROPERTY CHARACTERISTICS PRINTED ON 07/14/17

41-4135-63

<b>Mailing Name:</b> DO SOPHIA & DICHOSO KELLY F <b>Location:</b> 1172 72ND AVE, OAKLAND, CA 94621-3243 <b>C/o Name:</b> <b>Mailing Addr:</b> 3264 ADAMS ST, ALAMEDA, CA 94501-5556	<b>Use Code:</b> 2PLEX/DUPLEX <b>Nbhrd Code:</b> 251000 <b>Tax Area:</b> 17-032  <b>2017 Roll Land:</b> \$76,394 <b>2017 Roll Imps:</b> \$178,253
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**PROPERTY CHARACTERISTICS Effective Date: 04/10/2009**

Date of Change			Rooms	10		Lot Size	5,000 SF	Pool		
Class	D6.0A		Studios	0		L/I Ratio	0	Amenities		
Bldg Area	2,928		Bedrooms	6		View		Elevator		
Eff Year	2008		Baths	4.0		Slope				
Built Year	2008		Adds			Topo		Condition		
Stories	2.0		Addtl Area	0				Remodel		
Bldgs	1		Rentable			Condo Type		Hazards		
Units	2		% Office			Unit Floor		Conformity		
Parking	G		Wall Ht					Land		



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

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

### **HEARING DECISION**

**CASE NUMBER:** L17-0177 Dichoso et al v. Tenants  
**PROPERTY ADDRESS:** 1172 72<sup>nd</sup> Avenue, Oakland, CA  
1174 72<sup>nd</sup> Avenue, Oakland, CA  
**DATE OF HEARING:** December 21, 2017  
**DATE OF DECISION:** March 27, 2018  
**APPEARANCES:** Kelly Dichoso, Owner

### **SUMMARY OF DECISION**

The Landlord Petition is partly granted. 1174 72<sup>nd</sup> Avenue is exempt from the Rent Adjustment Program as new construction. 1172 72<sup>nd</sup> Avenue is not exempt from the Rent Adjustment Program.

### **CONTENTIONS OF THE PARTIES**

On July 21, 2017, the owner filed a Landlord Petition for Certificate of Exemption, claiming that the subject property is exempt from the Rent Adjustment Program as new construction. The tenants did not file a response or appear at the hearing.

### **ISSUES**

- (1) Is the subject property exempt from the jurisdiction of the Rent Adjustment Program on the basis of new construction?

### **EVIDENCE**

#### **Exemption as New Construction**

The owner testified that the subject property is a duplex. It was originally a single-family dwelling (SFD). In 2008, the existing house was raised to add a new secondary

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unit to the property. The owner submitted a copy of a Record Detail with Inspection Log.<sup>1</sup> This document states that Building Permit Number RB0703732 was issued on August 9, 2007. The project description for the permit states "raise existing home to add new secondary unit on 1<sup>st</sup> floor. 600sf; Add 344 sf to rear of 2<sup>nd</sup> floor. New unit is 1174 72<sup>nd</sup> Avenue. Save 2 walls per demo RB0704470 & rebuild". The document shows that the permit was finalized on April 6, 2009.

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

### **Exemption**

The Rent Ordinance exempts certain dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983. To qualify as a newly constructed dwelling unit, the unit must be entirely newly constructed or created from space that was formerly entirely non-residential.<sup>2</sup>

According to the Record Detail with Inspection Log, a new secondary unit on the first floor of the subject property was completed and final permit approval was obtained in 2009. A final approval by the Building Inspector triggers the issuance of a Certificate of Occupancy, and a "finaled" building permit is the practical equivalent of a Certificate of Occupancy.<sup>3</sup>

The owner testified credibly that a single-family dwelling existed on the property and it was raised to add a secondary unit on the first floor. The address for the secondary unit is 1174 72<sup>nd</sup> Avenue. The secondary unit was created from empty space and final permit approval was obtained on April 6, 2009. Therefore, the unit at 1174 72<sup>nd</sup> Avenue is exempt as newly constructed. However, the upstairs unit at 1172 72<sup>nd</sup> Avenue previously existed as a single-family dwelling. Since the prior use of that unit was residential, it is not exempt from the Rent Ordinance as new construction.

### **ORDER**

1. The Landlord Petition L17-0177 is partly granted.
2. The unit at 1174 72<sup>nd</sup> Avenue is exempt from the City of Oakland Rent Adjustment Ordinance as new construction.
3. The unit at 1172 72<sup>nd</sup> Avenue is not exempt from the City of Oakland Rent Ordinance.
4. A certificate of exemption for 1174 72<sup>nd</sup> Avenue shall be issued upon expiration of the appeal period.

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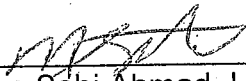
<sup>1</sup> Exhibit 1

<sup>2</sup> O.M.C. §8.22.030(A)(5)

<sup>3</sup> See Housing Residential Rent and Relocation Board decisions in cases T00-0114 (*Clegg v. Mills College*), T04-0163 (*Garsson v. Collins*), T05-0110 (*Peacock et al. v. Vulcan*), and T12-0112 (*Williams v. Taplin*)

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: March 27, 2018

  
\_\_\_\_\_  
Maimoona Sahi Ahmad, Hearing Officer  
City of Oakland Rent Adjustment Program



PROOF OF SERVICE  
Case Number L17-0177

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

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

**Documents Included**

Hearing Decision

Owner

Kelly Dichoso & Sophia Do  
3264 Adams St  
Alameda, CA 94501

Tenants

Jorge Martin  
1172 72nd Ave  
Oakland, CA 94621

Jose Alvarenga  
1172 72nd Ave  
Oakland, CA 94621

Rosita Mendoza  
1172 72nd Ave  
Oakland, CA 94621

Wilfredo Alvarenga  
1172 72nd Ave  
Oakland, CA 94621

Cecilia Espinoza  
1174 72nd Ave  
Oakland, CA 94621

Francisco Espinoza  
1174 72nd Ave  
Oakland, CA 94621

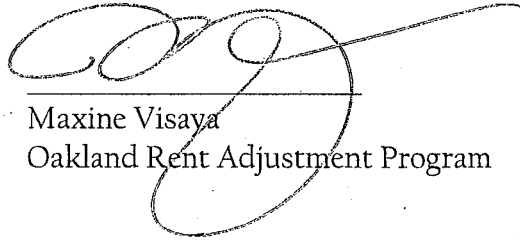
Francisco Espinoza Jr.  
1174 72nd Ave  
Oakland, CA 94621

Omar Espinoza  
1174 72nd Ave  
Oakland, CA 94621

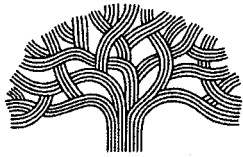
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I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail 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 May 7, 2018 in Oakland, CA.



Maxine Visaya  
Oakland Rent Adjustment Program



CITY OF OAKLAND

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

For date stamp: 15 FEB 2018

**APPEAL**

<b>Appellant's Name</b> <b>Kelly Dichoso</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 1172/1174 72nd Avenue, Oakland, CA 94621			
<b>Appellant's Mailing Address (For receipt of notices)</b> 3264 Adams Street, Alameda, CA 94501		<b>Case Number</b> L17-0177 Dichoso et al v. Tenants.	
		<b>Date of Decision appealed</b> March 27, 2018	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

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

For more information phone (510) 238-3721.

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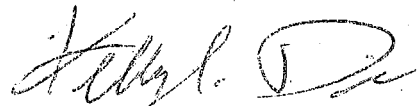
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.  
 Number of pages attached: 12

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

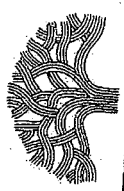
I declare under penalty of perjury under the laws of the State of California that on May 15, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Jorge Martin, Jose Alvaranga, Rosita Mendez, Wilfredo Alvarez
<b><u>Address</u></b>	1172 72nd Ave,
<b><u>City, State Zip</u></b>	Oakland, CA 94621
<b><u>Name</u></b>	Cecilia Espinoza, Francisco Espinoza
<b><u>Address</u></b>	1174 72nd Ave.
<b><u>City, State Zip</u></b>	Oakland CA 94621

	5/15/2018
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

20190715 15 173-28



CITY OF OAKLAND

HOUSING AND COMMUNITY DEVELOPMENT  
DEPARTMENT  
RENT ADJUSTMENT PROGRAM  
P.O. BOX 70243  
OAKLAND, CA 94612-0243



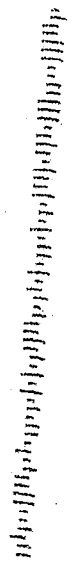
U.S. POSTAGE PERMIT NO. 2095 OAKLAND, CA



ZIP 94612 \$ 000.68<sup>00</sup>  
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0000358051 MAY 07 2018

Kelly Dichoso & Sophia Do  
3264 Adams St  
Alameda, CA 94501

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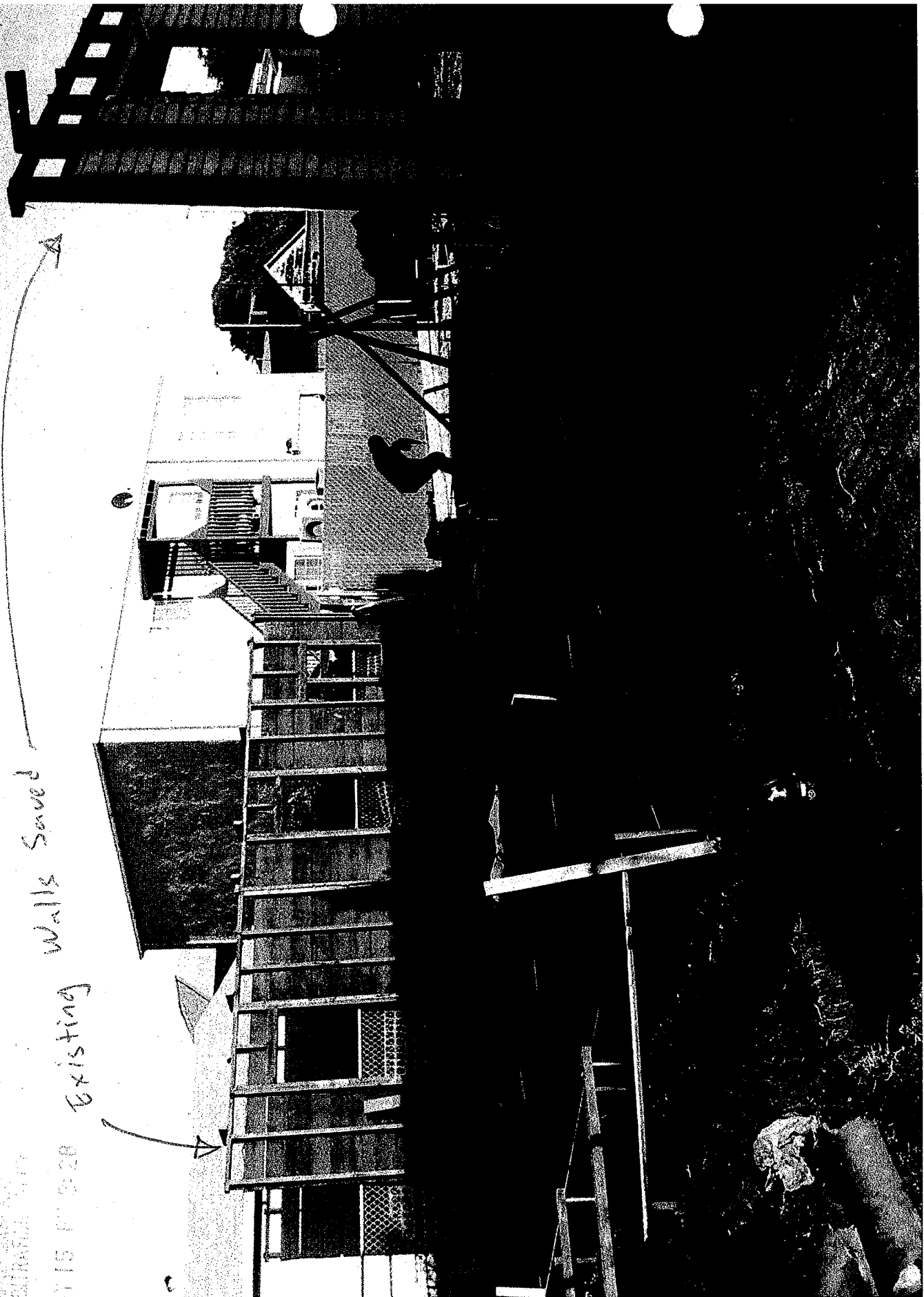


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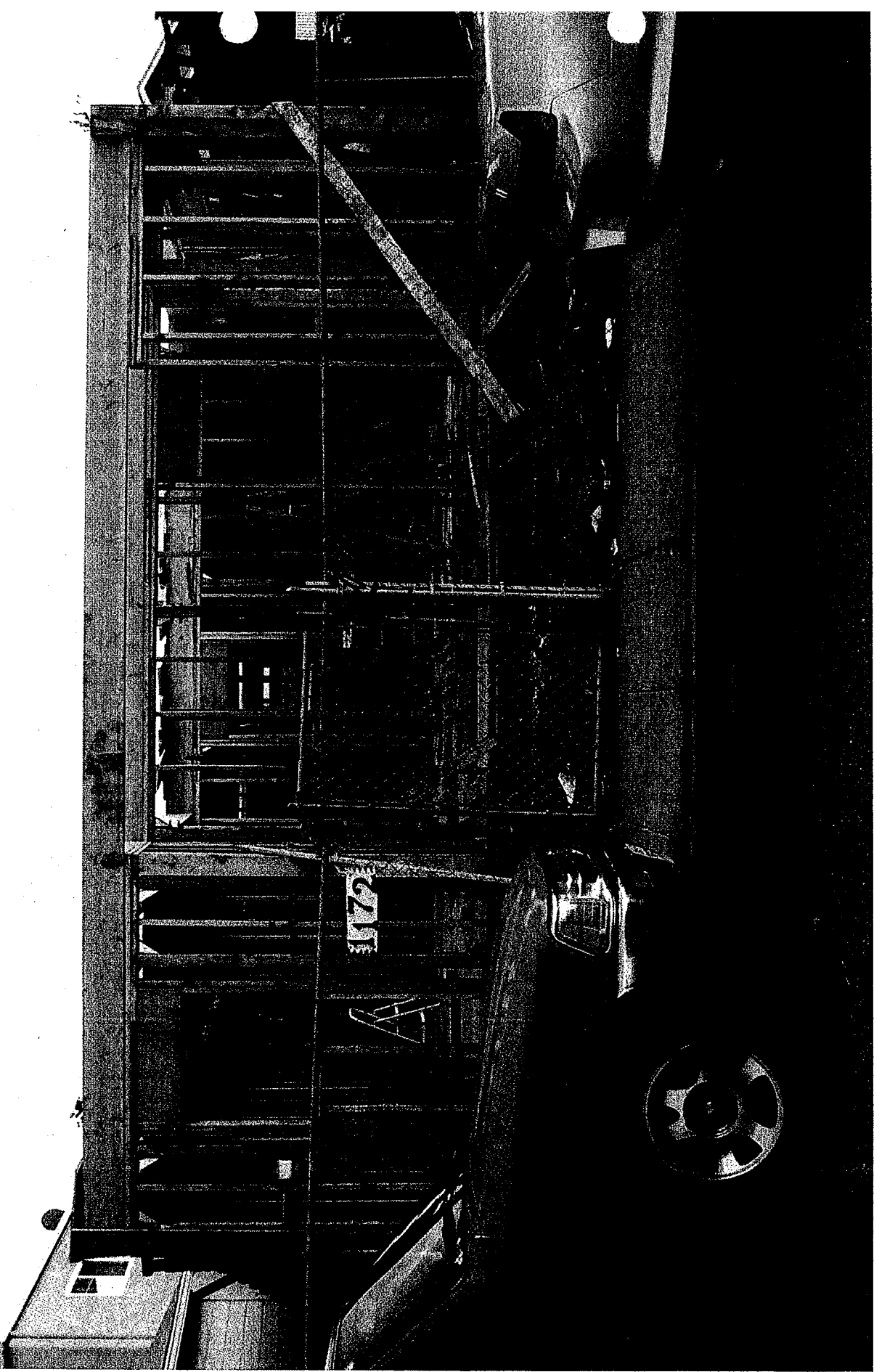
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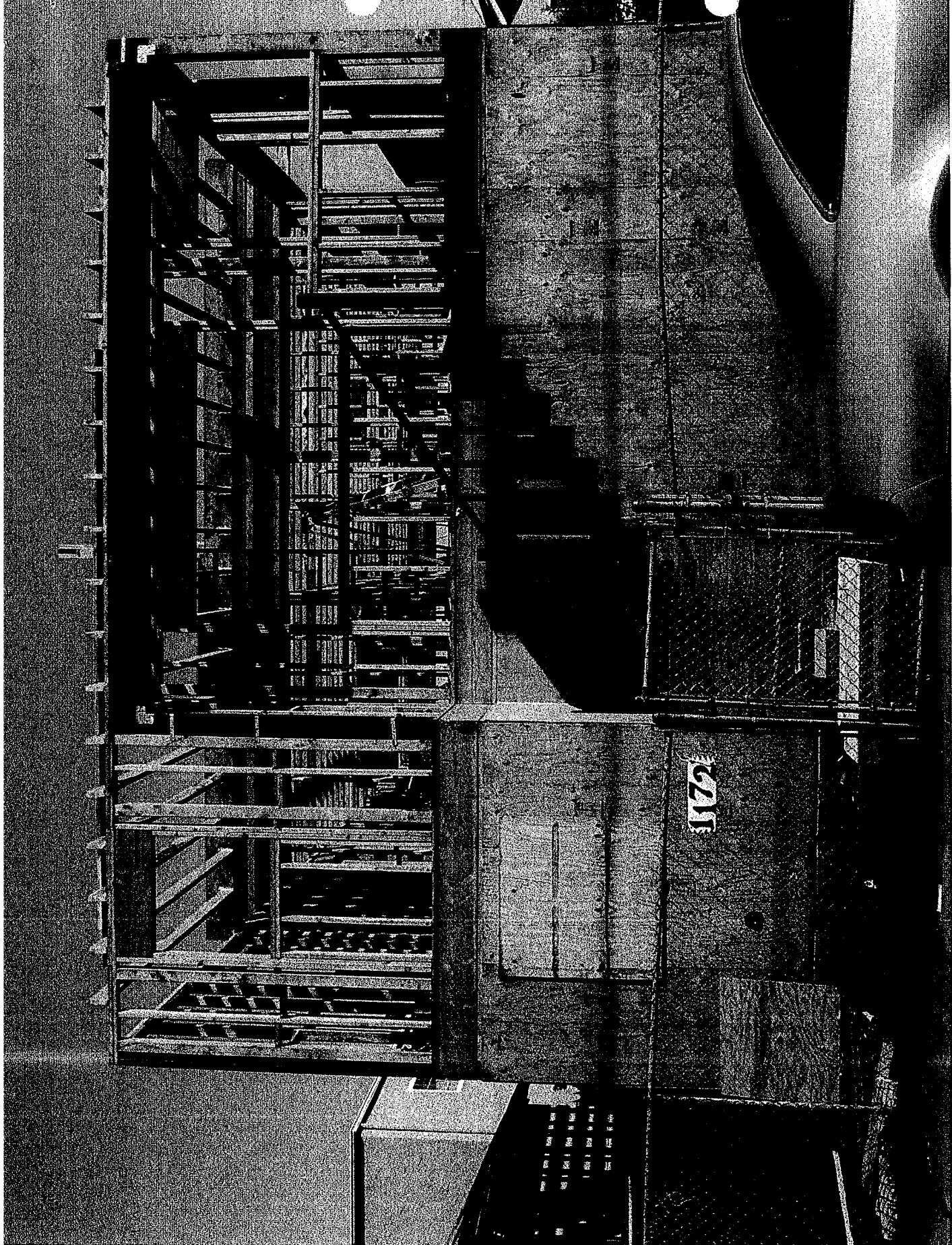


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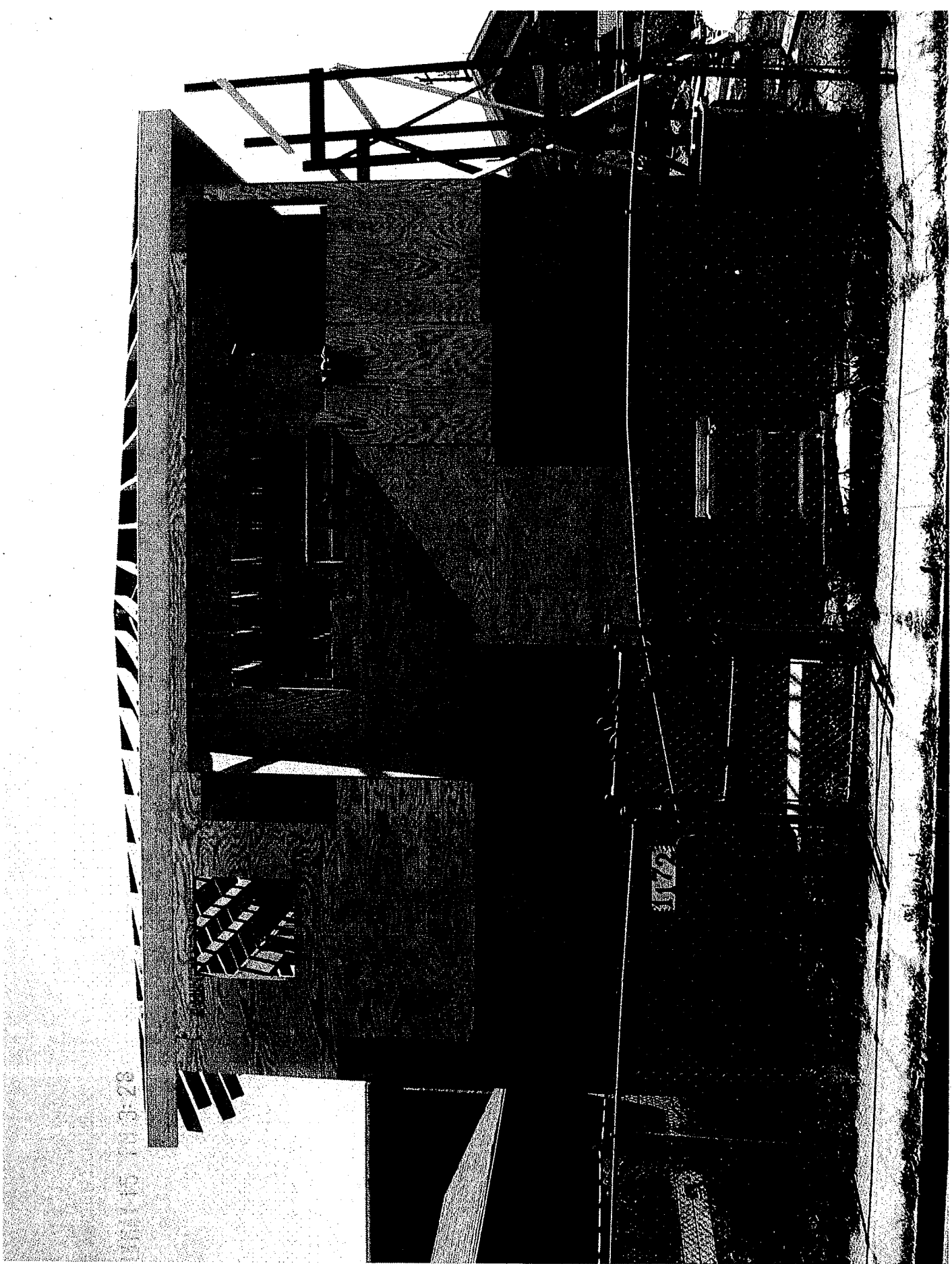


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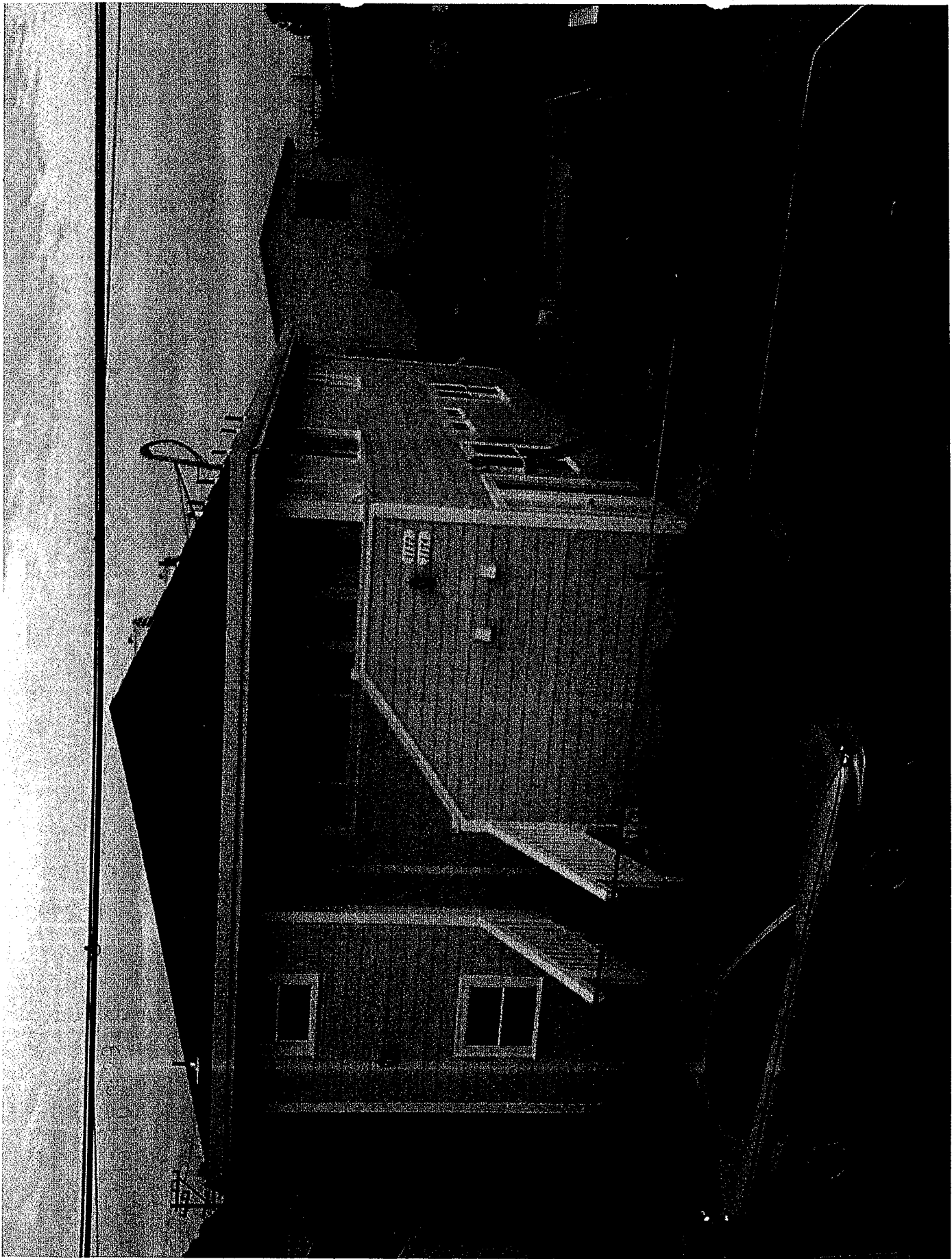


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P3.9

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## CHRONOLOGICAL CASE REPORT

Case No.: L17-0183

Case Name: West Lake Partners, LLC v. Tenants

Property Address: 1560 Jackson Street, Oakland, CA

Parties:

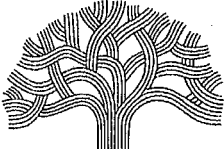
Anthony Rubio	(Owner Representative)
Samantha Bettencourt	(Owner Representative)
Michael Trang	(Owner Representative)
Keythea Doby	(Tenant, Unit 29)
Roberto Palomino	(Tenant, Unit 33)
Semere Kiflemariam	(Tenant, Unit 16)
Ron Marshall	(Tenant, Unit 26)
Jennifer Le	(Tenant, Unit 8)
So Young Kim	(Tenant, Unit 9)
Matt Chasm	(Tenant, Unit 27)
Zane Burton	(Tenant, Unit 19)
Peggy Watts	(Tenant, Unit 21)
Leah Simon-Weisberg	(Attorney for Tenants)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	July 25, 2017
Tenant Responses filed	September 21, 2017 October 3, 2017, October 5, 2017, October 18, 2017, October 20, 2017 & November 2, 2017
Hearing Decision issued	May 3, 2018
Owner Appeal filed	May 17, 2018
Tenants' Response to Appeal filed	June 11, 2018

47-0183 KM/BC

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	2017 JUL 25 PM 12:32  <b><u>PROPERTY OWNER</u></b> <b><u>PETITION FOR</u></b> <b><u>APPROVAL OF RENT</u></b> <b><u>INCREASE</u></b>
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**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach 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 West Lake Partners, LLC	Complete Address (with zip code) PO BOX 71006 Oakland, CA 94612	Daytime Telephone: <b>510-306-4440</b> E-mail: residents@mynd.co
Your Representative's Name (if any) Mynd Management, Inc	Complete Address (with zip code) PO BOX 71006 Oakland, CA 94612	Daytime Telephone: <b>510-306-4440</b> E-mail: residents@mynd.co
Property Address (If the property has more than one address, list all addresses) <b>1560 Jackson St Oakland, CA 94612</b>		

Total number of units on property: 33

Date on which you acquired the building: June 12, 2015

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

Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?	<u>Yes</u>	No
On what date was the RAP Notice first given?	<u>Upon lease signing or with last increase notice</u>	
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.)	<u>Yes</u>	No
Oakland Business License number.	<b>00174482</b>	

000070

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

**REASON(S) FOR PETITION.**

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

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

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

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

Have you ever filed a petition for this property?

- Yes
- No

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

**N/A**

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

Address	Unit #	Tenant Name(s)	Phone	E-mail	Current Rent
See Attached Page					



ADDRESS	UNIT	NAME	PHONE	EMAIL	Monthly Rent
1560 Jackson St Apt 1, Oakland, CA 94612	Unit 1 - L	Joseph Landweber	+15104180419	joelandweb@gmail.com	1506.26
1560 Jackson St Apt 10, Oakland, CA 94612	Unit 10 -	Alexandria Cousens	+15106843990	cousensa@gmail.com	2525
1560 Jackson St Apt 10, Oakland, CA 94612	Unit 10 -	Anton Sudradjat	+19166076079	anton.sudradjat@gmail.com	2525
1560 Jackson St Apt 11, Oakland, CA 94612	Unit 11 -	Jonny Bywater	+16503903022	jbywater@brandeis.edu	2400
1560 Jackson St Apt 11, Oakland, CA 94612	Unit 11 -	Talia Lepson	+16177972844	talia9009@gmail.com	2400
1560 Jackson St Apt 12, Oakland, CA 94612	Unit 12 -	Paul Guidry	+15106526719		1424.5
1560 Jackson St Apt 14, Oakland, CA 94612	Unit 14 -	Julie Pollock	+12405050361	julieapollock@gmail.com	1760.21
1560 Jackson St Apt 14, Oakland, CA 94612	Unit 14 -	William Magid	+16502798166	will@willmagid.com	1760.21
1560 Jackson St Apt 15, Oakland, CA 94612	Unit 15 -	Kayla Carlson	+13092652518	kayla.r.carlson@gmail.com	2500
1560 Jackson St Apt 16, Oakland, CA 94612	Unit 16 -	Mihret Netsreab	+12026580505	marvale78@yahoo.com	1201
1560 Jackson St Apt 16, Oakland, CA 94612	Unit 16 -	Semere Kiflemariam	+15102296880	kiflemariamsemere.m@gmail.com	1201
1560 Jackson St Apt 17, Oakland, CA 94612	Unit 17 -	Elliott Van Fleet	+17086121744	elliott.vanfleet@gmail.com	2560
1560 Jackson St Apt 17, Oakland, CA 94612	Unit 17 -	Jennifer Atherley	+14158859079	jen.atherley@gmail.com	2560
1560 Jackson St Apt 18, Oakland, CA 94612	Unit 18 -	Christopher Price	+15613739742	chriswprice87@gmail.com	2673.52
1560 Jackson St Apt 19, Oakland, CA 94612	Unit 19 -	Bernadette Richards	+16505180552		1215.01
1560 Jackson St Apt 19, Oakland, CA 94612	Unit 19 -	Raylene Shah			1215.01
1560 Jackson St Apt 19, Oakland, CA 94612	Unit 19 -	Zane Burton	+14153686644	zanebrtn@yahoo.com	1215.01
1560 Jackson St Apt 2, Oakland, CA 94612	Unit 2 - Y	Eric Yamami	+14156861918	eric.yamami@mynd.co	2350
1560 Jackson St Apt 20, Oakland, CA 94612	Unit 20 -	Jacqueline Ni	+16465419272	jackieni@gmail.com	2320.5
1560 Jackson St Apt 21, Oakland, CA 94612	Unit 21 -	Peggy Watts	+15109158326	peggywatts@comcast.net	1025.29
1560 Jackson St Apt 22, Oakland, CA 94612	Unit 22 -	Zane Paxton	+16507145433	zane@g-4.com	2350
1560 Jackson St Apt 23, Oakland, CA 94612	Unit 23 -	Kevin Wright	+15626594047	dr.kevin.m.wright@gmail.com	2300
1560 Jackson St Apt 24, Oakland, CA 94612	Unit 24 -	Brian Cabrera	+15109326068	cabrerabrianm@gmail.com	1281.44
1560 Jackson St Apt 25, Oakland, CA 94612	Unit 25 -	Rachel Dukes	+19196371605	rachel.m.dukes@gmail.com	2560
1560 Jackson St Apt 26, Oakland, CA 94612	Unit 26 -	Ronnie Marshall	+19257688534	ronmarshall@aol.com	1162.01
1560 Jackson St Apt 27, Oakland, CA 94612	Unit 27 -	Matthew Chasm	+14156866051	bel_air_1956@hotmail.com	1266.01
1560 Jackson St Apt 28, Oakland, CA 94612	Unit 28 -	Hacene Chouggar	+15108572938	tiayacin@gmail.com	1113.01
1560 Jackson St Apt 28, Oakland, CA 94612	Unit 28 -	Ouali Kouloughi	+15104955224	oualikan@gmail.com	1113.01

1560 Jackson St Apt 28, Oakland, CA 94612	Unit 28 -	Quali Kouloughi	+15104578320	qualikan@gmail.com	1113.01
1560 Jackson St Apt 29, Oakland, CA 94612	Unit 29 -	Keythea Doby	+15104701089	krdoby@yahoo.com	1162.01
1560 Jackson St Apt 3, Oakland, CA 94612	Unit 3 - V	Ashley Williams	+13234015942	ash.chris.will@gmail.com	1162.01
1560 Jackson St Apt 30, Oakland, CA 94612	Unit 30 -	Dylan Casano	+18315662842	dylancasano@gmail.com	1860.21
1560 Jackson St Apt 31, Oakland, CA 94612	Unit 31 -	Adam Billups	+14042761656	billupsadam@gmail.com	1800.21
1560 Jackson St Apt 32, Oakland, CA 94612	Unit 32 -	Spencer Bainbridge	+14152904104	spencer.bainbridge@gmail.com	2300
1560 Jackson St Apt 33, Oakland, CA 94612	Unit 33 -	Roberto Palomino	+15104361516	rcpalos2@gmail.com	1271.01
1560 Jackson St Apt 4, Oakland, CA 94612	Unit 4 - S	James Stokes	+17075922980	jmstokes75@yahoo.com	1223.01
1560 Jackson St Apt 5, Oakland, CA 94612	Unit 5 - C	Elizabeth Green	+14107188357	eaennis1@gmail.com	2490
1560 Jackson St Apt 5, Oakland, CA 94612	Unit 5 - C	Noah Green	+14349629976	nhg432@gmail.com	2490
1560 Jackson St Apt 6, Oakland, CA 94612	Unit 6 - I	Brandon Dashwood	+19255888155	bdashwood@yahoo.com	2400
1560 Jackson St Apt 6, Oakland, CA 94612	Unit 6 - I	Sarah Plummer	+16094131520	plummer.sarah@gmail.com	2400
1560 Jackson St Apt 7, Oakland, CA 94612	Unit 7 - V	Leonardo Vismonte	+15107691656		1143.01
1560 Jackson St Apt 7, Oakland, CA 94612	Unit 7 - V	Marciana Vismonte	+15107691656		1143.01
1560 Jackson St Apt 8, Oakland, CA 94612	Unit 8 - U	Jennifer Periman	+14158169236	jennifersarah419@gmail.com	1443.21
1560 Jackson St Apt 8, Oakland, CA 94612	Unit 8 - U	Michael Le	+14155165614	mic812@gmail.com	1443.21
1560 Jackson St Apt 9, Oakland, CA 94612	Unit 9 - K	So Kim	+14152925349	noemail9@gmail.com	1185.01
1560 Jackson St Apt 9, Oakland, CA 94612	Unit 9 - K	So Young Kim	+16702925349		1185.01

**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.

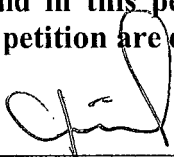
- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 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.

<b>Building-Wide Capital Improvements</b> CATEGORY (attach separate sheet if needed)	<b>TOTAL COSTS</b>	<b>DATE COMPLETED</b>	<b>DATE PAID FOR</b>
<b>See Attached Page</b>			
<b>SUBTOTAL:</b>	<b>\$138,565.70</b>		

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

**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.**



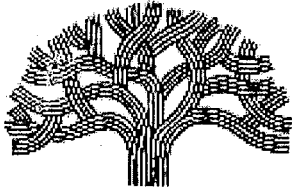
\_\_\_\_\_  
Owner's Signature

7/25/2017

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RENT ADJUSTMENT PROGRAM  
2017 SEP 21 AM 8:44

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>Peggy Watts</i>	Complete Address (with Zip Code) <i>1560 Jackson St. #121 Oakland CA 94612</i>	Telephone Day <i>(510) 915-8326</i> Evening <i>Same as above</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone Day _____ Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 11/5/1997

Date you moved into this unit: 11/5/1997

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

Initial Rent: \$ 575 (11/5/1997) Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity (x) Water (x) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants 10/22/2001

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	
		\$	\$	<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

*See Attachment #1*

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>	<i>See Attachments #1's 2 and 2A</i>	<b>Debt Service</b>	
<b>Capital Improvement</b>		<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.

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

**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.

*Wala*  
 Tenant's Signature

9/20/17  
 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.

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 charge).

\_\_\_\_\_  
**Tenant's Signature (for Mediation Request**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Signature (for Mediation Request**

\_\_\_\_\_  
**Date**



## Contested Justifications for Rent Increase

On December 21, 2016, via U.S. Mail, I received a 30-Day Notice of Change Monthly Rent Increase notification along with a detail Enhanced Notice to Tenants for Building-wide Capital Improvement. The rent increase amortization period was from February 1, 2017 thru January 1, 2024.

So why am I receiving another increase for additional building-wide capital improvements? ***See my attachment #2A.***

If these additional improvements were all completed and paid for on or before September 30, 2016, why were they not included in my original building-wide capital improvement increase notice that was received by me on December 21, 2016? Or where they already included but just named differently this time to get another 'so-called' justified rent increase for improvements?

Other than the exterior improvements to the WestLake building, there were **no** improvements inside my unit to justify the additional increase (see page 2, Step 4: Capital Improvements for specific unit). There was a new Hallway 'Privacy' Window (exterior), which you cannot see out of because they are frosted, and a new front door (exterior), with no peek-hole and/or no door chain for additional security installed on the door. These two items, window and door, were installed to every unit within WestLake, therefore these are building-wide improvements, not unit specific.

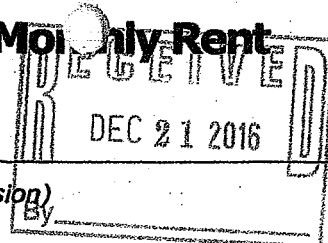
To add the 'Unit Specific Improvements' as a separate charge on top of the overall building-wide capital improvements, is double dipping, in my opinion. Especially since the windows and doors are an overall improvement to the building. Effective February 1, 2017, the rent increase capital improvement was \$82.29, but now the building owners are coming back with an additional \$60.21. ***See my attachment #3.***

Case #:

# 30 Day Notice of Change of Monthly Rent

L17-0183

Peggy Watts



To \_\_\_\_\_ (Resident) for the

premises located at: 1560 Jackson St (And all other occupants in possession)

Unit 21, (if applicable) Oakland (Address), California 94612 (City) (Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or 2/1/2017 (Date), whichever is later, your monthly rent is payable in advance on or before the 1st day of each month, will be the sum of \$ 950.29, instead of \$ 868.00, the current monthly rent.

*Except as herein provided, all other terms of your tenancy shall remain in full force and effect. A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations*

12/18/16  
Date

[Signature]  
Owner/Agent

## ATTACHMENT 2A

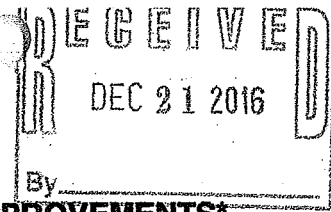


Form provided by the East Bay Rental Housing Association®  
www.ebrha.com  
Form 30 Day Notice of Change of Monthly Rent® (02/12)



000082

Case #: L17-0183



ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\*

This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.

Date: 12/18/2016

To Tenant(s): Peggy Watts

Property Address: 1560 Jackson St. Unit Number 21

Current Rent: \$ 868.00 # of Units 33

Date of Rent Increase: 2/1/2017

Step 1: Enter the building-wide capital improvements (See instructions for examples)

Building-wide Capital Improvements CATEGORY(Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
See attached			
<b>SUBTOTAL:</b>	\$262,096.10		

Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)

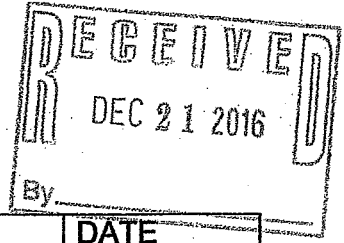
$$\frac{\$262,096.10}{\text{Subtotal}} \times 70\% = \frac{183,467.27}{\text{Step 2}}$$

Step 3: Divide results of Step 2 by the number of units affected

$$\frac{\$183,467.27}{\text{Step 2}} \div \frac{33}{\text{\# of units}} = \frac{\$5,559.61}{\text{Step 3}}$$

Case #: 417-0183

Peggy Watts



Step 4: Enter capital improvements for specific unit

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
Hallway Window	\$ 1,500	7/15/2015	7/22/2015
FRONT Door Replacement	\$ 433.63	10/30/2015	11/10/2015
<b>SUBTOTAL:</b>	<b>\$ 1,933.63</b>		

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\frac{\$1,933.63}{\text{Subtotal}} \times 70\% = \frac{1,353.54}{\text{Step 5}}$$

Step 6: Add:

6a: TOTAL for building wide capital improvement for this unit (Step 3)

$$\$ 5,559.61$$

6b: TOTAL for unit specific capital improvement (Step 5)

$$\$ 1,353.54$$

6c: Total allowable cost for unit (pre-amortization)

$$\$ 6,913.15$$

(6c)

Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$ 868.00 x 10% = \$ 86.80

(7a)

Step 7b: (# of months) Divide the total allowable pass-through (6c) by 7a \$ 6,913.15 ÷ \$ 86.80 = 79.64

(6c) (7a) (7b)

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{79.64}{(7b)} \div 12 = 6.64$$

(7d)

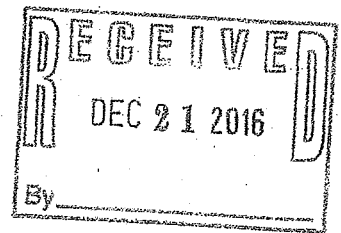
Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number. 7

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12 84. The rent increase ends on the last month.

Case #  
L17-0183

Peggy Watts



**Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE**

**Step 8a: If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.**

$$\frac{\$ \text{6c}}{60} = \$ \text{ALLOWABLE RENT INCREASE}$$

**Step 8b: If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)**

$$\frac{\$ 6,913.15}{6c} \div \frac{84}{7f} = \$ 82.29 \text{ ALLOWABLE RENT INCREASE}$$

**Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ 82.29

Rent Increase% \_\_\_\_\_ (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\frac{\$ 82.29}{\text{Rent increase}} \div \frac{\$ 868.00}{\text{Current Rent}} \times 100 = \frac{9.48\%}{\% \text{ increase}}$$

New Rent: \$ 950.29 (old rent plus rent increase)

Amortization Period 7 (In years, minimum of 5)

Date Rent Increase Begins: 2/1/2017 Date Rent Increase Ends: 1/1/2024

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

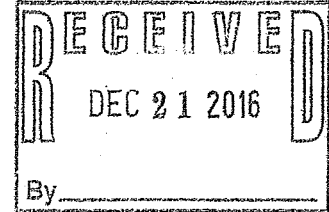
By: [Signature]  
Owner's Signature

ANDREW CRUIKSHANK  
Print Name

Case #:  
L17-0183

Eggy Watts

IMPROVEMENT OR REPAIR	DATE COMPLETED	DATE PAID FOR	FULL COST	Amortizable Cost (70%)	# of Units	Allowable Cost per Unit (Pre Amortization)
Front Exterior Siding	10/19/2015	10/30/2015	\$29,961.00	\$20,972.70	33	\$635.54
Exterior Paint	8/5/2015	8/10/2015	\$25,675.00	\$17,972.50	33	\$544.62
Exterior Electrical Lighting	11/12/2015	12/10/2015	\$6,786.60	\$4,750.62	33	\$143.96
Front Ipe Fence	1/29/2016	3/16/2016	\$1,953.50	\$1,367.45	33	\$41.44
Back Rod Iron Fence	11/18/2015	3/16/2016	\$3,050.00	\$2,135.00	33	\$64.70
Trenchless Sewer Lateral	7/1/2015	7/9/2015	\$11,980.00	\$8,386.00	33	\$254.12
Replace Garage Piping	6/24/2015	6/29/2015	\$10,815.00	\$7,570.50	33	\$229.41
Elevator Modernization	9/7/2016	9/12/2016	\$171,875.00	\$120,312.50	33	\$3,645.83
<b>Subtotal</b>			<b>\$262,096.10</b>	<b>\$183,467.27</b>	<b>33</b>	<b>\$5,559.61</b>

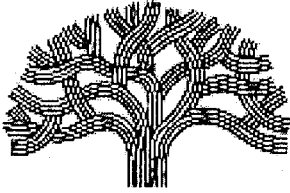


000086

Debt via US Mail on 1/19/2017 add'l C.I. (Property Owner Petition for Approval of Cost Increase)  
 Case Number: L17-0183 - Peggy Watts

IMPROVEMENT OR REPAIR	DATE COMPLETED	DATE PAID	TOTAL COST	AMORTIZABLE COST (70%)	Per Unit Cost	MONTHLY INCREASE PER UNIT (5 YRS)
Store Front w/ Horizontal Window	1/19/16	3/30/16	\$82,752.00	\$57,926.40	\$1,755.35	\$29.26
Dry Rot Store Front	11/9/15	3/30/16	\$8,042.50	\$5,629.75	\$170.60	\$2.84
Front Entrance Concrete	3/4/16	3/30/16	\$6,400.00	\$4,480.00	\$135.76	\$2.26
Garage Motor Concrete Pad	1/19/16	3/30/16	\$925.00	\$647.50	\$19.62	\$0.33
Access Control Front Entrance	3/1/16	8/12/16	\$9,926.38	\$6,948.47	\$210.56	\$3.51
Security Cameras	3/1/16	8/12/16	\$4,878.82	\$3,415.17	\$103.49	\$1.72
Fire Alarm System	7/22/16	7/29/16	\$22,466.00	\$15,726.20	\$476.55	\$7.94
Garage Light Project	9/6/16	9/20/16	\$3,175	\$2,222.50	\$740.83	\$12.35
		<b>Total Expense</b>	<b>\$138,565.70</b>	<b>\$96,995.99</b>		<b>\$60.21</b>

ATTACHMENT 3



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2017 OCT -3 AM 8:58

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <b>Ron Marshall</b>	Complete Address (with Zip Code) <b>1560 Jackson St # 24</b>	Telephone Day <b>925-768-8534</b> Evening _____
Your Representative's Name	Complete Address (with Zip Code)	Telephone Day _____ Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: \_\_\_\_\_

**Rental History**

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

Date you moved into this unit: 8-25-12

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 (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit?  
Yes  No

Please list the date you first received the Notice to Tenants 9/20/17



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	
12/17/16	2/1/17	\$ 1,066	\$ 1,162.01	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>		<b>Debt Service</b>	
<b>Capital Improvement</b>		<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.

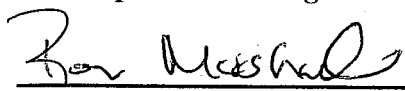
**The property owner has the burden of proving the contested rent increase is justified.**

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

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

**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**

9/26/17  
**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.

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 charge).

Rbn Marshall

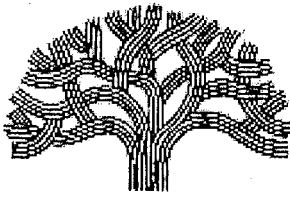
**Tenant's Signature (for Mediation Request)**

9-26-17

**Date**

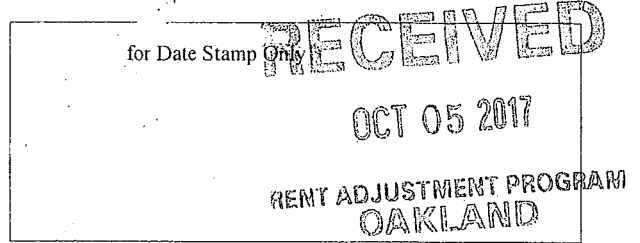
\_\_\_\_\_  
**Tenant's Signature (for Mediation Request)**

\_\_\_\_\_  
**Date**



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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



CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name  <i>HACENE Chavgor</i>	Complete Address (with Zip Code) <i>1560 JACKSON ST #28 OAKLAND CA 94612</i>	Telephone Day <i>(510) 857-2938</i> Evening <i>Same</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone Day _____ Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: October 7<sup>th</sup>, 2011

Date you moved into this unit: October 20<sup>th</sup>, 2011

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

Initial Rent: \$ 950.00 Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity  Water  Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit?  
Yes  No

Please list the date you first received the Notice to Tenants on 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.

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	
10/22/2016	12/01/2016	\$ 1017.00	\$ 1,113.01	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	10/01/2015	\$ 998.00	\$ 1017.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	10/07/2014	\$ 978.00	\$ 998.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	10/09/2013	\$ 950.00	\$ 978.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	10/09/2012	\$ 950.00	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>		<b>Debt Service</b>	
<b>Capital Improvement</b>		<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.

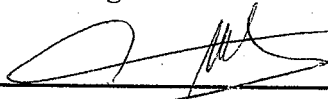
The property owner has the burden of proving the contested rent increase is justified.

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

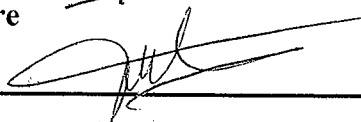
<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

**Verification**

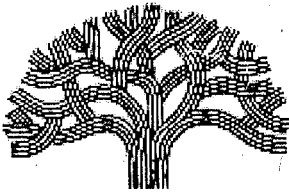
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

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

10/09/2017  
 \_\_\_\_\_  
 Date

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

10/09/2017  
 \_\_\_\_\_  
 Date



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2017 OCT 18 PM 4:17

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name Jennifer (Atnevley) Van Fleet	Complete Address (with Zip Code) 1500 Jackson St #17 Oakland, CA 94612	Telephone Day 415-885-9079 Evening same #
Your Representative's Name	Complete Address (with Zip Code)	Telephone Day _____ Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: \_\_\_\_\_

Date you moved into this unit: 4/20/2017

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

Initial Rent: \$ 2510.00 Initial rent included (please check all that apply)  Gas  
 Electricity  Water  Garbage  Parking  Storage  Cable TV  Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants 4/20/2017

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	
9/18/17		\$ 2510.00	\$ 2570.10	<del>Yes</del> <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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>		<b>Debt Service</b>	
<b>Capital Improvement</b>	X	<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

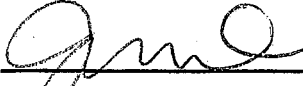
For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site.

The property owner has the burden of proving the contested rent increase is justified.

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

**Verification**

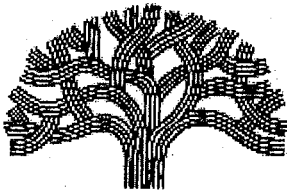
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

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

10/17/2017  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

RECEIVED  
for Date Stamp Only  
OCT 20 11 30 AM '11  
CITY OF OAKLAND

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>JANE BURTON BERNADETTE RICHARDS</i>	Complete Address (with Zip Code) <i>1560 JACOBSON ST #19 OAKLAND, CA 94612</i>	Telephone Day <u>415-368-6644</u> Evening _____
Your Representative's Name <i>Leah Simon-Weisberg</i>	Complete Address (with Zip Code) <i>Corteo Lopez de la Raza 3022 International Blvd, Suite 400 Oakland, CA 94601</i>	Telephone Day <u>510-827-1170</u> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

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

Date you moved into this unit: NOV-15, 2011

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

Initial Rent: \$ 950  
 Initial rent included (please check all that apply) ( ) Gas  
 ( ) Electricity  Water  Garbage  Parking  Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit?  
 Yes  No

Please list the date you first received the Notice to Tenants 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	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ 1,113	\$ 1,225	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/18/16	2/1/17	\$ 1,017	\$ 1,113	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>	<input checked="" type="checkbox"/>	<b>Debt Service</b>	<input type="checkbox"/>
<b>Capital Improvement</b>	<input checked="" type="checkbox"/>	<b>Uninsured Repair Costs</b>	<input type="checkbox"/>
<b>Increased Housing Service Costs</b>	<input type="checkbox"/>	<b>Constitutional Fair Return</b>	<input type="checkbox"/>

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.

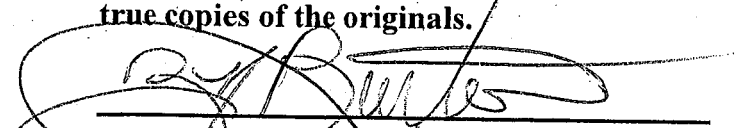
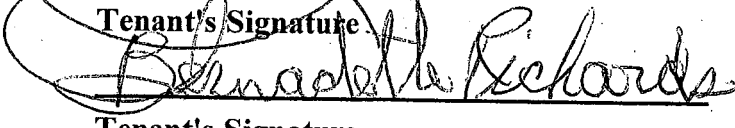
**The property owner has the burden of proving the contested rent increase is justified.**

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

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

**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.

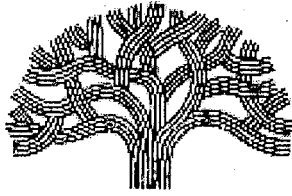
  
 \_\_\_\_\_  
 Tenant's Signature  
  
 \_\_\_\_\_  
 Tenant's Signature

10/17/17  
 \_\_\_\_\_  
 Date  
10/17/17  
 \_\_\_\_\_  
 Date



## **Tenant Petitioner Statement**

I object on the grounds that the repairs that were proposed as capital improvements appear to be deferred maintenance, pertain to commercial spaces, are in response to requested repairs, and are not to the benefit of the tenant.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>Mariana S. Vismonte</i>	Complete Address (with Zip Code) <i>1560 Jackson St. #7 Oakland, CA 94612</i>	Telephone Day <u><i>(510) 834-3569</i></u> Evening <u><i>(510) 834-3569</i></u>
Your Representative's Name <i>Leah Simon-Weisberg</i>	Complete Address (with Zip Code) <i>Centro Legs de la Raza 3022 International Blvd. Suite 410 Oakland, CA 94601</i>	Telephone Day <u><i>510-827-1170</i></u> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: *33*

**Rental History**

Date you entered into the Rental Agreement for this unit: *Dec. 2006*

Date you moved into this unit: *Dec. 2006*

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

Initial Rent \$ *800* Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity (x) Water (x) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit?  
Yes  No

Please list the date you first received the Notice to Tenants *Don't remember*

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	
10-02-16	10-1-16	\$ 1,047	\$ 1,149.01	<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

**Contested Justification(s) for Rent Increase**

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	<input checked="" type="checkbox"/>	Debt Service	<input type="checkbox"/>
Capital Improvement	<input checked="" type="checkbox"/>	Uninsured Repair Costs	<input type="checkbox"/>
Increased Housing Service Costs	<input type="checkbox"/>	Constitutional Fair Return	<input type="checkbox"/>

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.

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

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

**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.

Tom DeMonte  
 Tenant's Signature

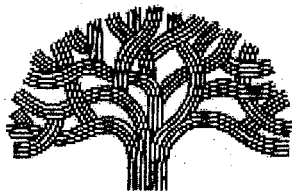
10-17-17  
 Date

[Signature]  
 Tenant's Signature

10-17-17  
 Date

## **Tenant Petitioner Statement**

I object on the grounds that the repairs that were proposed as capital improvements appear to be deferred maintenance, pertain to commercial spaces, are in response to requested repairs, and are not to the benefit of the tenant.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>Keythea Doby</i>	Complete Address (with Zip Code) <i>1560 JACKSON ST #29 Oakland, CA 94612</i>	Telephone Day <i>510 4701089</i> Evening _____
Your Representative's Name <i>Leah Simm-Weisberg</i>	Complete Address (with Zip Code) <i>Center Legal de la Raza 3022 International Blvd Suite 40 Oakland, CA 94612</i>	Telephone Day <i>510 - 827-1170</i> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 3/1/2012

Date you moved into this unit: 3/1/2012

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

Initial Rent: \$ 995 Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity (X) Water (X) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants March 1, 2012

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	
10/30/16	12/1/16	\$ 1066	\$ 1162.01	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/31/15	3/1/15	\$ 1046	\$ 1066	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/31/14	3/1/14	\$ 1025	\$ 1046	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/28/13	3/1/13	\$ 995	\$ 1025	<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

**Contested Justification(s) for Rent Increase**

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	<input checked="" type="checkbox"/>	Debt Service	<input type="checkbox"/>
Capital Improvement	<input checked="" type="checkbox"/>	Uninsured Repair Costs	<input type="checkbox"/>
Increased Housing Service Costs	<input type="checkbox"/>	Constitutional Fair Return	<input type="checkbox"/>

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.**

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

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

**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

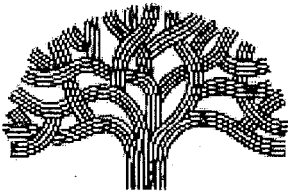
10.17.17  
 Date

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

\_\_\_\_\_  
 Date

## **Tenant Petitioner Statement**

I object on the grounds that the repairs that were proposed as capital improvements appear to be deferred maintenance, pertain to commercial spaces, are in response to requested repairs, and are not to the benefit of the tenant.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only

NOV 27 2011

**CASE NUMBER L17-0183**

**Tenant Response Contesting Rent Increase**

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

Your Name SEMERE KIFLEMARIAM & MIHRET NETSERAB	Complete Address (with Zip Code) 1560 JACKSON ST APT 76 OAKLAND, CA 94612	Telephone Day 510-229-6880 Evening 202-658-0505
Your Representative's Name Leah Simon-Wienberg	Complete Address (with Zip Code) Centro legal de la Raza 3022 International Blvd. Suite 410 Oakland, CA 94601	Telephone Day _____ Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 11/12/11

Date you moved into this unit: 11/12/11

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

Initial Rent: \$ 925 Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity (x) Water (x) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants 11/12/11



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	
9/19/17	N/A	\$ 1122.00	\$ 1182.21	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		<del>\$</del>	<del>\$</del>	<del><input type="checkbox"/> Yes <input type="checkbox"/> No</del>
7/1/14	7/1/14	\$ 972.00	\$ 1122.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10/2/12	11/2/12	\$ 925.00	\$ 972.00	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>	<input checked="" type="checkbox"/>	<b>Debt Service</b>	<input type="checkbox"/>
<b>Capital Improvement</b>	<input checked="" type="checkbox"/>	<b>Uninsured Repair Costs</b>	<input type="checkbox"/>
<b>Increased Housing Service Costs</b>	<input type="checkbox"/>	<b>Constitutional Fair Return</b>	<input type="checkbox"/>

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.**

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

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

**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.**

Senere Melnikov Kikemanz  
 Tenant's Signature

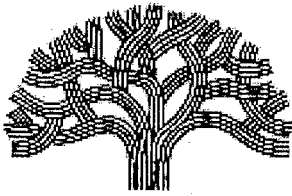
10/17/17  
 Date

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

\_\_\_\_\_  
 Date

## **Tenant Petitioner Statement**

I object on the grounds that the repairs that were proposed as capital improvements appear to be deferred maintenance, pertain to commercial spaces, are in response to requested repairs, and are not to the benefit of the tenant.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <u>MATTHEW CHASM</u>	Complete Address (with Zip Code) <u>1560 Jackson St. Apt 27 Oakland CA 94612</u>	Telephone Day <u>415-686-6051</u> Evening _____
Your Representative's Name <u>Liah Simon-Waisberg</u>	Complete Address (with Zip Code) <u>Centro Legal de la Raza 2000 International Blvd Suite 40 Oakland, CA 94612</u>	Telephone Day <u>510-927-1170</u> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 5/17/12

Date you moved into this unit: June 2012

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

Initial Rent: \$ 1,035 Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity (x) Water (x) Garbage (x) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants 5/17/12

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	
	12/01/16	\$ 1170 <sup>00</sup>	\$ 1266 <sup>01</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	7/2/16	\$ 1120 <sup>00</sup>	\$ 1170 <sup>00</sup>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	6/1/14	\$ 1097 <sup>00</sup>	\$ 1120 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	6/1/13	\$ 1065	\$ 1097 <sup>00</sup>	<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

pet rent

**Contested Justification(s) for Rent Increase**

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	<input checked="" type="checkbox"/>	Debt Service	<input type="checkbox"/>
Capital Improvement	<input checked="" type="checkbox"/>	Uninsured Repair Costs	<input type="checkbox"/>
Increased Housing Service Costs	<input type="checkbox"/>	Constitutional Fair Return	<input type="checkbox"/>

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.

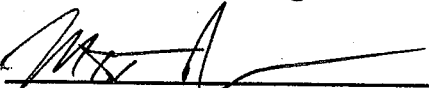
**The property owner has the burden of proving the contested rent increase is justified.**

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

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

**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

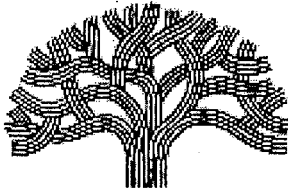
10/17/17  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

## **Tenant Petitioner Statement**

I object on the grounds that the repairs that were proposed as capital improvements appear to be deferred maintenance, pertain to commercial spaces, are in response to requested repairs, and are not to the benefit of the tenant.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RECEIVED  
CITY OF OAKLAND  
17 OCT 20 AM 10:50

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>MICHAEL LE</i>	Complete Address (with Zip Code) <i>1560 JACKSON ST #8 OAKLAND, CA 94612</i>	Telephone Day <i>(415) 516-5614</i> Evening _____
Your Representative's Name <i>CENTRO LEGAL DE LA RAZA Leah Simon Weisberg</i>	Complete Address (with Zip Code) <i>3022 International Blvd Oakland, CA 94601</i>	Telephone Day <i>(510) 437-1554</i> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 04/01/2013

Date you moved into this unit: 04/01/2013

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?  
*(1248 + 80 parking)* Yes  No

Initial Rent: \$ 1328 Initial rent included (please check all that apply)  Gas  
 Electricity  Water  Garbage  Parking  Storage  Cable TV  Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants 09/19/2017

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	
10/23/2016	12/01/2016	\$ 1363.21	\$ 1443.21	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>	✓	<b>Debt Service</b>	
<b>Capital Improvement</b>	✓	<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.

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

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

**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.

*M. [Signature]*

Tenant's Signature

10/16/17

Date

Tenant's Signature

Date

October 17, 2017

Michael & Jennifer Le  
1560 Jackson St Apt 8  
Oakland, CA 94612

RE: Rent Adjustment Program CASE No. L17-0183, Contested Justification

To Whom It May Concern:

I am writing to petition the proposed rent increase for the case number stated above. Most of the 'improvements' or 'repairs' listed as capital expenses are actually upgrades to existing structures or amenities meant to enhance the property value and are not improvements or repairs. For example, the garage door worked fine without the garage motor concrete pad, I do not see value in the security cameras as they are almost not monitored and do not act as a deterrent for crime, the fire alarm system should have been up to code, the garage lights are the same as before as far as lumens. The store front and entrance worked the same as it did before except now there is a horizontal window obviously meant to increase the rent that the owners can charge new tenants along with the access control. The access control is primarily because the owner wants to partner with AirBNB and other sharing companies to try and entice a higher rent from new tenants.

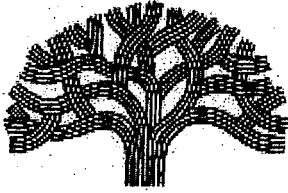
I did not ask for the owner to "improve" the property and do not feel that my living standards or situation has been improved.

I would also like an itemized description of the banking justification for the RAP.

*Michael Le*  
*Jennifer Le*

000112





**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <u>Roberto Palemino</u>	Complete Address (with Zip Code) <u>1560 Jackson St. #33, Oakland, CA 94612</u>	Telephone Day <u>510 904 2175</u> Evening <u>510 904 2175</u>
Your Representative's Name <u>Leah Simon-Weisberg</u>	Complete Address (with Zip Code) <u>Centro Legal de la Raza 3022 International Blvd, Suite 401 Oakland, CA 94601</u>	Telephone Day <u>510-827-1170</u> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 09/16/08

Date you moved into this unit: 09/16/08

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

Initial Rent: \$ 975 Initial rent included (please check all that apply) ( ) Gas  
( ) Electricity (x) Water (x) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit?  
Yes  No

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

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	
		\$	\$	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>	<input checked="" type="checkbox"/>	<b>Debt Service</b>	<input type="checkbox"/>
<b>Capital Improvement</b>	<input checked="" type="checkbox"/>	<b>Uninsured Repair Costs</b>	<input type="checkbox"/>
<b>Increased Housing Service Costs</b>	<input type="checkbox"/>	<b>Constitutional Fair Return</b>	<input type="checkbox"/>

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.

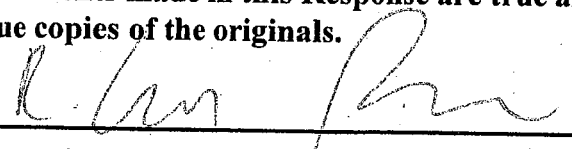
**The property owner has the burden of proving the contested rent increase is justified.**

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

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

**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

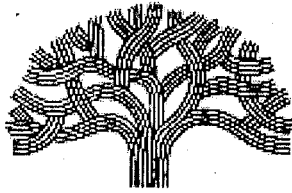
10/17/17  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

## **Tenant Petitioner Statement**

I object on the grounds that the repairs that were proposed as capital improvements appear to be deferred maintenance, pertain to commercial spaces, are in response to requested repairs, and are not to the benefit of the tenant.



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RECEIVED  
RENT ADJUSTMENT  
OCT 20 AM 10:50

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <b>JENNIFER LE</b>	Complete Address (with Zip Code) <b>1560 JACKSON ST #8 OAKLAND, CA 94612</b>	Telephone Day <b>(415) 816-9236</b> Evening _____
Your Representative's Name <b>CENTRO LEGAL DE LA RAZA Leah Simon Weisberg</b>	Complete Address (with Zip Code) <b>3022 International Blvd Oakland, CA 94601</b>	Telephone Day <b>(510) 437-1554</b> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: 04/01/2013

Date you moved into this unit: 04/01/2013

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?  
(1248 + 80 parking) Yes  No

Initial Rent: \$ 1328 Initial rent included (please check all that apply)  Gas  
 Electricity  Water  Garbage  Parking  Storage  Cable TV  Other (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants 09/19/2017

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	
10/23/2016	12/01/2016	\$ 1363.21	\$ 1,443.21	<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

**Contested Justification(s) for Rent Increase**

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	<input checked="" type="checkbox"/>	Debt Service	<input type="checkbox"/>
Capital Improvement	<input checked="" type="checkbox"/>	Uninsured Repair Costs	<input type="checkbox"/>
Increased Housing Service Costs	<input type="checkbox"/>	Constitutional Fair Return	<input type="checkbox"/>

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.

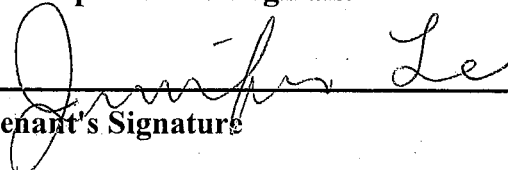
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<sup>1</sup> <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>

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

**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

10/16/17  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

October 17, 2017

Michael & Jennifer Le  
1560 Jackson St Apt 8  
Oakland, CA 94612

RE: Rent Adjustment Program CASE No. L17-0183, Contested Justification

To Whom It May Concern:

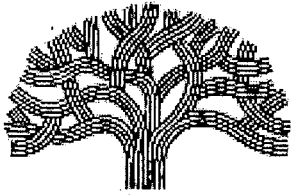
I am writing to petition the proposed rent increase for the case number stated above. Most of the 'improvements' or 'repairs' listed as capital expenses are actually upgrades to existing structures or amenities meant to enhance the property value and are not improvements or repairs. For example, the garage door worked fine without the garage motor concrete pad, I do not see value in the security cameras as they are almost not monitored and do not act as a deterrent for crime, the fire alarm system should have been up to code, the garage lights are the same as before as far as lumens. The store front and entrance worked the same as it did before except now there is a horizontal window obviously meant to increase the rent that the owners can charge new tenants along with the access control. The access control is primarily because the owner wants to partner with AirBNB and other sharing companies to try and entice a higher rent from new tenants.

I did not ask for the owner to "improve" the property and do not feel that my living standards or situation has been improved.

I would also like an itemized description of the banking justification for the RAP.

*Michael Le*  
*Jennifer Le*

000118



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only  
RENT ADJUSTMENT PROGRAM  
OCT 20 AM 10:50

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>So Young Kim</i>	Complete Address (with Zip Code) <i>1560 JACKSON ST #9 Oakland, CA 94612</i>	Telephone Day <i>(510) 292-5349</i> Evening _____
Your Representative's Name <i>CENTRO LEGAL DE LA RAZA Lpah Simon Weisberg</i>	Complete Address (with Zip Code) <i>3022 International Blvd Oakland, CA 94601</i>	Telephone Day <i>(510) 437-1554</i> Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**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 (please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit?  
Yes  No

Please list the date you first received the Notice to Tenants 09/19/2017

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	
		\$	\$	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>	✓	<b>Debt Service</b>	
<b>Capital Improvement</b>	✓	<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.**

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

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

**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

10-17-2017  
 \_\_\_\_\_  
 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.

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).

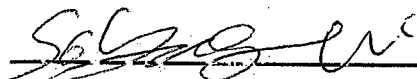
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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.**

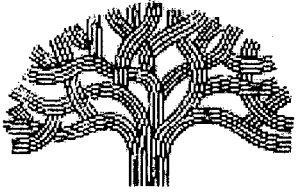
I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

  
Tenant's Signature (for Mediation Request)

10-17-2017  
Date

\_\_\_\_\_  
Tenant's Signature (for Mediation Request)

\_\_\_\_\_  
Date



**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

for Date Stamp Only

**RECEI**

NOV 02 2017

RENT ADJUSTMENT PRG  
OAKLAND

CASE NUMBER L17-0183

**Tenant Response Contesting Rent Increase**

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

Your Name <i>Spencer Bainbridge</i>	Complete Address (with Zip Code) <i>1560 Jackson Street Apt. 32 Oakland, CA 94612</i>	Telephone Day <i>(415) 290-4104</i> Evening _____
Your Representative's Name	Complete Address (with Zip Code)	Telephone Day _____ Evening _____

Are you current on your rent? Yes  No

Number of Units in this Building: 33

**Rental History**

Date you entered into the Rental Agreement for this unit: Feb 18 2017

Date you moved into this unit: Feb 18 2017

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

Yes  No

Initial Rent: \$ 2300/month

Initial rent included (please check all that apply) ( ) Gas

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

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM at any time during your tenancy in this unit? Yes  No

Please list the date you first received the Notice to Tenants September 2017

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	
		\$	\$	<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

**Contested Justification(s) for Rent Increase**

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.

<b>Banking</b>		<b>Debt Service</b>	
<b>Capital Improvement</b>		<b>Uninsured Repair Costs</b>	
<b>Increased Housing Service Costs</b>		<b>Constitutional Fair Return</b>	

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.**

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

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

**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

10/30/2017

Date

Tenant's Signature

Date

October 30, 2017

City of Oakland Housing Residential Rent Relocation Board  
Dalziel Building, 250 Frank H. Ogawa Plaza  
Suite 5313  
Oakland, CA 94612

Re: Tenant response Contesting Rent Increase at 1560 Jackson Street

To Whom It May Concern:

I am writing to express my belief that the property owners and their management company (referred to hereafter as "Mynd") cannot justify a rent increase at this time. I have been a tenant at 1560 Jackson Street in Oakland since February of this year, and so far I have found Mynd's service to be substandard. They have often been initially unresponsive to service requests and very slow to address tenant issues.

For instance, on 14 July 2017 I submitted a request to have my malfunctioning smoke alarms repaired and Mynd did not send a repairman to address the issue until 11 September.

In another incident, I scheduled an appointment to have a plumbing issue addressed, but the lag time between my request and Mynd's response was so protracted that I did some research and fixed the problem myself (to the best of my limited layman's ability). When Mynd did finally schedule service, I informed them in several messages that the service was no longer necessary but to my surprise they sent someone anyway, who burst into the apartment unannounced and frightened my girlfriend, who had stayed over the night before and was still in bed.

The move-in process was poorly organized and I found myself having to follow up with Mynd employees with regards to basic information such as where and when to obtain my keys.

This past week, Mynd changed the building's access code without informing the tenants. This left me stranded outside, since I had left my access card in my apartment with my wallet, which I often do in order to make myself less of a target for muggings when I'm simply going outside for a walk or to retrieve something from my vehicle.

Lastly, I have attached an email sent from Mynd management on 4 August of this year which essentially admits their service has been lacking. In the email they promise improvements, but I believe that until significant improvements in service have been made and maintained, their request to raise our rent should be treated as unreasonable.

I likely will not be able to attend the hearing on November 14 due to my job in San Francisco but I am willing to discuss this with anyone in your office if further information is desired. Thank you for taking the time to review my response.

000124

Sincerely,



Spencer Bainbridge  
1560 Jackson Street, Apt 32  
Oakland, CA 94612  
(415) 290-4104

## Bainbridge, Spencer T.

---

**From:** Spencer Bainbridge <spencer.bainbridge@gmail.com>  
**Sent:** Monday, October 30, 2017 4:19 PM  
**To:** Bainbridge, Spencer T.  
**Subject:** Fwd: An Important Message from Mynd

Begin forwarded message:

**From:** Mynd Team <residents@mynd.co>  
**Date:** August 4, 2017 at 12:25:26 PM PDT  
**To:** [spencer.bainbridge@gmail.com](mailto:spencer.bainbridge@gmail.com)  
**Subject:** An Important Message from Mynd  
**Reply-To:** [residents@mynd.co](mailto:residents@mynd.co)



Dear Spencer,

I am writing to let you know that Mynd greatly appreciates you as a resident. Throughout the past year we have been busy assembling a highly talented and experienced team, while also working to build out the systems. In addition to being a full service property management company, we are developing our own software and mobile apps to ensure our customers' feedback can be incorporated into our systems. Our goal is to provide a convenient, seamless way to pay rent, submit service requests and communicate with property management associates. We strive to produce a great experience to each and every resident living in the properties we manage. This is very much a work in progress; rest assured that we are working tirelessly to improve.

Lately, we have been experiencing some growing pains that have created occasional situations where we have not performed as well as we expect. We have grown very fast and added new team members, all while building our system. These parallel efforts have caused some delays in communication, errors and missteps, and we do sincerely apologize. We take full responsibility for any mistakes made by our team, as well as any glitches caused by our system. Please keep in mind that there are some factors out of our control, which do have an impact on the quality or expediency of our service. In some cases, we have to involve the property owner in the decision making process, which can cause delays in our response time or resolution of the issue

at hand. This is something that both Mynd and the property owners are working to improve on.

Although I know we will do better in the long run, in the near term we are making sure that our team responds to your non-emergency requests within one business day. Resolutions may take longer depending on the nature of the issue. We will be sensitive to emergencies and will address those situations as quickly as possible. The best way to contact Mynd is via the [resident portal](#) or app (available to download on the [Apple App Store for iOS](#) or [Google Play Store for Android](#)). Additionally, you can send us email at [residents@mynd.co](mailto:residents@mynd.co) or call (510) 306-4440.

Our team is deeply committed to delivering a great level of service to our residents. We are working double time to address any systems issues, as well as providing additional training to our staff to get back on track.

If you have any questions, please do not hesitate to reach out. We greatly appreciate your patience and truly value your feedback.

Sincerely,

Stacy Winship  
Head of Property Management

Copyright (c) 2017, Mynd. All rights reserved.  
1611 Telegraph Ave Suite 1400 Oakland, CA 94612  
[Update subscription preferences](#)



# CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313  
OAKLAND, CA 94612



Housing and Community Development Department  
Rent Adjustment Program

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

## HEARING DECISION

**CASE NUMBERS:** L17-0183, West Lake Partners LLC v. Tenants

**PROPERTY ADDRESSES:** 1560 Jackson Street, Oakland, CA

**DATE OF HEARING:** January 29, 2018

**DATE OF DECISION:** April 13, 2018

**APPEARANCES:** Anthony Rubio, Owner Representative  
Samantha Bettencourt, Owner Representative  
Michael Trang, Owner Representative  
Keythea Doby, Tenant Unit 29  
Roberto Palomino, Tenant Unit 33  
Semere Kiflemariam, Tenant Unit 16  
Ron Marshall, Tenant Unit 26  
Jennifer Le, Tenant Unit 8  
So Young Kim, Tenant Unit 9  
Matt Chasm, Tenant Unit 27  
Zane Burton, Tenant Unit 19  
Peggy Watts, Tenant Unit 21  
Marci Valdivieso, Spanish Interpreter  
Daniel Ng, Korean Interpreter  
Leah Simon-Weisberg, Attorney for Tenants  
Momii Palapaz, Observer

## SUMMARY OF DECISION

The owner's petition is granted in part. The allowable rent increase is detailed in the Order below and the attached Decision Summary.



## CONTENTIONS OF THE PARTIES

On July 25, 2017, the owner filed a petition for approval of rent increases based on capital improvement expenditures.

Tenants Peggy Watts, Ron Marshall, Hacene Chouggor, Jennifer Van Fleet, Marciana Vismonte, Keythea Doby, Matthew Chasm, Semere Kiflemariam, Zane Burton, Roberto Palomino, Michael Le, Jennifer Le, and So Young Kim, filed timely responses to the Owner Petition. Tenant Spencer Bainbridge filed an untimely response to the Owner Petition. At the Hearing, the tenants expressed concern that if these capital improvement rent increases are granted, their rent will increase more than 30% in 5 years.

### THE ISSUES

1. When, if ever, did the owner provide the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* to the tenants?
2. Are permits required for a capital improvement expenditure to be granted?
3. Can the owner increase the rent based on capital improvements and if yes, in what amount?

### EVIDENCE

History: Anthony Rubio testified that he works for *Mynd Management*. The building is owned by the Brien brothers, who purchased the building in June 2015. It has been managed by *Mynd Management* since 2017, so neither Rubio nor *Mynd* were involved with the building while the work was done.

Each tenant who filed a response to the petition indicated on his or her *Tenant Response* form that he or she received the *RAP Notice* at some point in the past.

Capital Improvements: Anthony Rubio testified that in 2015 and 2016 work was done on the building. Mr. Rubio was not familiar with the work done on the project and had been asked to attend the Hearing at the last minute because the person who was more familiar was unable to attend. When the *Property Owner Petition for Approval of Rent Increase* was filed, the owner attached a spreadsheet and additional documentation to support its request. The spreadsheet sought an increase based on costs for the “store front w/horizontal window” for \$82,752<sup>1</sup>; for “dry rot store front” for \$8,042.50; for “front entrance concrete” for \$6,400; for “garage motor concrete pad” for \$925; for “access control front entrance” for \$9,926.38; for “security cameras” for \$4,878.82; for the fire alarm system for \$22,466; and for “garage light project” for \$3,175.

---

<sup>1</sup> While the word “store front” is used throughout, the building is entirely residential.

Fire Alarm System: In April of 2016, *SE Engineers* was hired to install a fire alarm system on the premises. The owner produced the proposal.<sup>2</sup> Rubio testified that a permit was taken out for this work, but he does not know if it was finalized. No permit was produced to the Rent Adjustment Program (RAP) for the fire alarm system. The proposal shows a lump sum cost of \$18,980. The proposal also shows an additional fee of \$1,850 for “engineering” and other expenses. The proposal states “permit fees payable to the city of Oakland to be determined (not included.)”<sup>3</sup> An invoice dated July 22, 2016, from *SE Engineers* was provided which shows the installation cost of \$18,980 plus additional fees for “design and engineering” of \$1,850 and a charge of \$1,036 for “Permit fee by City TBD”, and an expedite fee of \$600.<sup>4</sup> The owner produced proof of payment to *SE Engineers* for \$22,465.85.<sup>5</sup> The work was completed by July 2016.

Security: The owner produced invoices from *DA Security and Fire* for the installation of security cameras and an door entry system on the premises. The owner provided an invoice for the door entry system dated March 1, 2016, totaling \$8,997.83.<sup>6</sup> Rubio testified that the cost for the door entry system was \$9,926.38.<sup>7</sup>

The owner additionally produced invoices for the cameras that were installed throughout the building. The total of the invoices for the cameras was \$6,838.14.<sup>8</sup> Proof of payment was provided showing total payments to *DA Security*, for both the cameras and the door entry system, totaling \$15,835.97.<sup>9</sup>

Exterior of Building: The owner sought a pass through for several improvements or repairs that relate to the front entrance of the building. The requested improvements were “store front w/horizontal window” for \$82,752; “dry rot store front” for \$8,042.50; and “front entrance concrete” for \$6,400. Rubio testified that *Holland Brooks Builders* was hired to do exterior work on the building which was a cosmetic upgrade. The owner did not produce the original contracts with *Holland Brooks*. This work started in early 2015. In 2016, the owner served the tenants with rent increase notices based on capital improvements for work which had already been completed on the exterior upgrade. Rubio further testified that the charges for which they are seeking a pass-through now are different charges than those that were passed on before. He was not able to offer any more specificity to describe what costs had already been passed through to the tenants and which had not.

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<sup>2</sup> Exhibit 1, page 2. The tenants objected to the admissibility of the owner’s documents based on lack of foundation. The documents were admitted over the tenants’ objection.

<sup>3</sup> Exhibit 1, page 2

<sup>4</sup> Exhibit 1, page 4

<sup>5</sup> Exhibit 1, pages 3 and 5

<sup>6</sup> Exhibit 1, page 8. This invoice varies slightly from the Quote 1 proposal dated December 1, 2015, which showed a total proposed quote of \$9,926.38 (see Exhibit 1, page 9). However, the invoice shows that certain of the quoted fees were not installed.

<sup>7</sup> This testimony was based on the quote, rather than the invoice. As noted above, Rubio was not familiar with this project or the payments made prior to appearing at the Hearing.

<sup>8</sup> Exhibit 1, pages 6-7

<sup>9</sup> Exhibit 1, pages 10, 11 and 13

Front entry store front work: The owner produced a June 15, 2015, invoice #15-3438 from *Holland Brooks*. This invoice simply states MOB fee (50% of contract) for \$41,376.<sup>10</sup> There is no description of the work done. A second invoice dated January 19, 2016, states "Final contract billing (50% of \$82,752.00 contract)" for an additional \$41,376.<sup>11</sup> The amount the owner requested for \$82,752 for the "store front with horizontal windows" is the total of these two invoices. Rubio testified that he did not produce the contract for the total job.

The June 15, 2015, invoice was paid with check number 1001, dated June 16, 2015, totaling \$107,835.50.<sup>12</sup> This check itself does not state what invoices were being paid. However, the check was copied onto another document which states: "paid 6/16/15, Check # 1001, West Lake Partners Owners Account, 50% down paid to Holland Brooks Builders Inc to start work on the following: Unit #2-interior renovations-\$9,655, Unit #2-Interior Electrical-\$2,175, "Store Front-\$41,376, Ext. Windows-\$6,562, Hallway Windows-\$20,250, Front Ext. Siding-\$14,980.50, Ext. Paint-\$12,837. Total pd on 6.16.15 ck #1001 \$107,835.50."

The January 19, 2016, invoice noted above was paid with check # 1064, to *Holland Brooks* for \$46,673.50, dated March 30, 2016.<sup>13</sup> This check paid the first four invoices provided by the owner from *Holland Brooks* (exhibit 1, pp 14-17) for a total of \$53,543.50. On those invoices the owner wrote "pd check # 1063, \$53,543 less \$6,800 penalty=\$46,743.50." No evidence or testimony was provided regarding this "penalty".

Front Entrance Concrete: The owner produced an invoice dated October 28, 2015, number 15-3516, for \$3,200.<sup>14</sup> An additional invoice dated January 19, 2016, number 16-3567, for \$3,200, was also included.<sup>15</sup> These invoices related to the owner's claim for "front entrance concrete" for \$6,400. The owner produced a proof of payment to *Holland Brooks* of the October 28, 2015, invoice with a \$8,592.50 check which paid for multiple invoices.<sup>16</sup> The owner did not produce the check that paid the second invoice for this work.

Dry-rot store front: The owner produced an invoice dated November 9, 2015, number 15-3526, for \$5,392.50.<sup>17</sup> This invoice relates to "dry rot-store front." The owner produced another invoice dated January 19, 2016, invoice number 16-3569, for dry rot related to the store front, for \$8,042.50.<sup>18</sup> The owner sought a capital improvement pass-through for the dry rot store front work of \$8,042.50.

The second dry rot invoice states that:

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<sup>10</sup> Exhibit 1, page 22

<sup>11</sup> Exhibit 1, page 15

<sup>12</sup> Exhibit 1, page 26

<sup>13</sup> It appears that the owner made a scrivener error in writing that the invoices were paid by check 1063, rather than check 1064.

<sup>14</sup> Exhibit 1, page 20

<sup>15</sup> Exhibit 1, page 24

<sup>16</sup> Exhibit 1, page 19

<sup>17</sup> Exhibit 1, page 21

<sup>18</sup> Exhibit 1, page 16

“the front siding section for the whole length from top to bottom needs to be removed to do the dry rot repairs and re-install after stucco has been completed.”

This invoice for \$8,042.50 was part of the payment mentioned above with check number 1064 for which the owner took a credit of \$6,800 as a penalty. As noted above, it is unknown what the penalty was for.

Additional invoices: The owner produced an additional invoice dated June 15, 2015. This invoice says “MOB fee (50% of contract)” and shows a charge of \$6,562.50.<sup>19</sup> There was no testimony regarding what this work was for. It does not appear that the owner sought a capital improvement pass through for this cost, as it was not on the owner list of “improvement or repairs.”

Garage work: The owner sought a capital improvement pass-through for two categories of work done in the garage. The categories were “garage motor concrete pad” for \$925 and “garage light project” for \$3,175.

The owner produced an invoice dated March 4, 2016, invoice number 16-3589, for “front entrance and concrete pad” for the installation of lights and a concrete pad in the garage area for a total of \$925.<sup>20</sup> The invoice states it included the cost of:

“installing (2) new can lights in addition to the (2) originally called out on the plan. Demo and remove the old metal square recessed light box and run new wiring and hardware to accept can lights.”

The owner provided proof of payment with the check number 1064 noted above.

The owner produced an invoice dated November 12, 2015, invoice number 15-3527, for exterior electrical work totaling \$4,524.40.<sup>21</sup> This invoice includes a reference to the installation of ceiling mounted light fixtures for \$2,073.10. There was no testimony that this invoice was the invoice for the garage light project. Nor is there proof of payment of this invoice. On the owner spreadsheet listing the requested pass through, the owner stated that the “garage light project” was completed and paid for in September of 2016. None of the provided invoices line up with this date.

Cross-examination: On cross-examination Rubio testified that he was not familiar with a *Notice of Violation* which had been issued by the City of Oakland regarding the subject building in September of 2017. The *Notice of Violation* states: “the ceiling above the parking space is water damaged. Repair.”<sup>22</sup>

Rubio further testified that he does not know if the owner knew about dry rot in the building prior to the purchase.

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<sup>19</sup> Exhibit 1, page 23

<sup>20</sup> Exhibit 1, page 17

<sup>21</sup> Exhibit 1, page 32

<sup>22</sup> Exhibit 6, page T-66

Rubio testified on cross-examination that the work to the exterior front of the building was done “to increase the aesthetic of the property.” (Recording at 1:24-1:24:43). Rubio further testified that the exterior of the building was stucco prior to the work being done by *Holland Builders*. The work done on the building in the front is evidenced in Exhibit 4 (page T 18), which is a photo of the front of the building. This work was done for “marketing purposes” and to match another building nearby. (Recording at 1:25:42-1:26:12).

Permits: The tenants provided the *Permit/Complaint History* for this building which was introduced into evidence as Exhibit 2. This document is a compilation of tenant complaints and permits taken out for the subject building but does not show the permit details for any work done. This document lists many unit specific permits received for a variety of units. Additionally, the document shows a finalized permit to “install 2 LED lights for front entrance renovation” which was finalized on March 9, 2016.<sup>23</sup> Additionally, the document shows a finalized permit for the “front entrance renovation” on April 28, 2016.<sup>24</sup>

The owner was given an opportunity to produce any permits that related to the work done for which they were seeking a capital improvement rent increase. They were informed that they could file any permits within 7 days after the Hearing and a decision would be made on the admissibility of these late filed permits. The tenant objected to the consideration of any late filed permits. The owner did not produce any documents reflecting permits received or finalized for any of the work done at the building.

Tenant Testimony: Tenant Peggy Watts testified that in 2016 she was served with a rent increase notice that included a capital improvement pass-through. As part of the noticing requirements, she (and the other tenants) were served with *Enhanced Notices to Tenants for Capital Improvements*.<sup>25</sup> In those *Enhanced Notices*, the tenants were charged with a \$262,096 building wide capital improvement pass through. This included costs for “front exterior siding” charges for \$29,961, “exterior paint” for \$25,675 and “exterior electrical lighting” for \$6,786.60.

Official Notice is taken of case T17-0339, the case of *Kiflemariam v. Westlake Partners*. In that case the tenant contested the prior capital improvement rent increase served in December of 2016 and served with the *Enhanced Notice to Tenants for Capital Improvements* discussed above. In that case the owner produced invoices from *Holland Brooks* to justify their requested capital improvement expenditures. The June 16, 2015, check to *Holland Builders* (check # 1001) for \$107,835.50 was included in that evidence package as part of the evidence to support the prior capital improvement pass-through.

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<sup>23</sup> The number “42438” is listed under “status date.” This is a formatting problem from excel. 42438 is the numeric code for the date March 9, 2016.

<sup>24</sup> The number “42488” is listed under “status date” This is a formatting problem from excel. 42488 is the numeric code for the date April 28, 2016.

<sup>25</sup> Exhibit 5 contains two examples of the *Enhanced Notices* served on the tenants in 2016.

Ms. Watts additionally testified that she complained multiple times to the prior manager about the lack of adequate lighting in the garage. Additionally other tenants complained about the same problem. The lighting in the garage was very dark.

Some of the tenants testified that the front entry system has a code that some of them were given while others were excluded. Additionally, there was some testimony that the front entry system does not work properly. However, since no tenants filed claims regarding decreased housing services, this testimony is not listed here in any greater detail.

Additionally, the tenants produced photographs of the work done around the building and the conditions before the work was done.<sup>26</sup>

The tenants provided testimony that they each were subject to a capital improvement rent increase at the end of 2016, as evidenced by the *Enhanced Notices*.

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

#### **When, if ever, were the tenants first served with the *RAP Notice*?**

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>27</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>28</sup> When an owner petitions for a rent increase for capital improvements he or she must establish that the *RAP Notice* was served.<sup>29</sup>

Each of the tenants stated on their *Tenant Responses Contesting Rent Increase* that they received the *RAP Notice* at some point in the past. The owner has established that the *RAP Notices* have been served.

#### **Are permits required for a capital improvement expenditure to 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 permit, the work cannot be said to be “completed.” This is particularly true because the City can demand that the work be redone and inspected, where the proper permits were not completed.

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

<sup>26</sup> See Exhibit 4, page T18-T34

<sup>27</sup> O.M.C. § 8.22.060(A)

<sup>28</sup> O.M.C. § 8.22.070(H)(1)(A)

<sup>29</sup> O.M.C. § 8.22.090(B)(1)(c)

permits were taken out and finalized. See *Falcom v. Bostrom*, T13-0279 and *Ludwig v. Tenants*, L16-0038.

Therefore, before a capital improvement pass-through can be granted, where required, an owner must establish that a permit was received and finalized. In each requested category below, a discussion of permit status is included.

**Is a rent increase justified by Capital Improvements and, if so, in what amount?**

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.<sup>30</sup> 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.<sup>31</sup> In order for a capital improvement to be allowed, the improvement must primarily benefit the tenant rather than the owner.<sup>32</sup>

Because this work was done in 2015 and 2016, as long as the capital improvement pass-through does not exceed 10% of the rent, the costs are to be amortized over a period of five years, divided equally among the units which benefit from the improvement.<sup>33</sup> Where a 5 year amortization period would result in a rent increase greater than 10%, the owner is entitled to a longer amortization period.<sup>34</sup> The owner is entitled to seek 70% of the costs expended.<sup>35</sup> The reimbursement of capital expense must be discontinued at the end of the amortization period.

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.<sup>36</sup> An owner has the burden of proving every element of his/her case by a preponderance of the evidence.

The RAP Regulations limit those costs which are considered “deferred maintenance.” The regulations state:

- “4. The following may not be considered as capital improvements: . . .
  - b. Costs for work or portion of work that could have been avoided by the landlord’s exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement.

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<sup>30</sup> O.M.C. § 8.22.070(C)

<sup>31</sup> Regulations Appendix, § 10.2.2(4)(e)

<sup>32</sup> Regulations Appendix § 10.2.2(1)

<sup>33</sup> Oakland City Council Ordinance # 13391, Section 4.

<sup>34</sup> Regulations Appendix § 10.2.3 (2)

<sup>35</sup> Regulations Appendix § 10.2.3(3)(a)

<sup>36</sup> Regulations Appendix, § 10.2.1

i. Among the factors that may be considered in determining if the landlord knew or reasonably should have known of the problem that caused the damage:

(a) Was the condition leading to the repairs outside the tenant's unit or inside the tenant's unit?

(b) Did the tenant notify the landlord in writing or use the landlord's procedures for notifying the landlord of conditions that might need repairs?

(c) Did the landlord conduct routine inspections of the property?

(d) Did the tenant permit the landlord to inspect the interior of the unit?

ii. Examples:

(a) A roof leaks and, after the landlord knew of the leak, did not timely repair the problem and leak causes ceiling or wall damage to units that could have been avoided had the landlord acted timely to make the repair. In this case replacement of the roof would be a capital improvement, but the repairs to the ceiling or wall would not be.

(b) A problem has existed for an extended period of time visible outside tenants' units and could be seen from a reasonable inspection of the property, but the landlord's agents either had not inspected the property for an unreasonable period of time, or did not exercise due diligence in making such inspections. In such a case, the landlord should have reasonably known of the problem. Annual inspections may be considered a reasonable time period for inspections depending on the facts and circumstances of the property such as age, condition and tenant complaints.

iii. Burden of Proof

(a) The tenant has the initial burden to prove that the landlord knew or should have reasonably known of the problem that caused the repair.

(b) Once a tenant meets the burden to prove the landlord knew or should have reasonably known, the burden shifts to the landlord to prove that the landlord exercised reasonable diligence in making timely repairs after the landlord knew or should have known of the problem.<sup>37</sup>

Costs Allowed and Disallowed: An owner has the burden of proving that a rent increase is justified. The applicable rules of evidence in an administrative hearing are stated in

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<sup>37</sup> Regulations Appendix, Section 10.2.2(4)



Government Code Section 11513:<sup>38</sup> “Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs . . . .” To prove a capital improvement cost, both an invoice and proof of payment are necessary. Therefore, the following costs are allowed and disallowed:

Fire Alarm System: A permit was required for the fire alarm system. The owner did not provide any proof of permitting for this system, despite given the chance to do so after the Hearing. No capital improvement rent increase is allowed for these expenditures.

Security: No permit was required for the installation of security cameras or the door entry system. The owner provided proof of payment for the door entry system totaling \$8,997.83, the amount of the invoice. The document showing a cost of \$9,926.38 was a quote, not an invoice. The invoice is controlling, providing there is proof of payment, as there is here. The owner is entitled to a pass through of \$8,997.83 in this category.

The tenants' contention that because some of them don't have access to a particular code to use for the door that this is not an allowable capital improvement is not convincing. Each tenant has been given a fob to access the door and the entry code system is just an additional way to access the door. There was no compelling evidence that this code is being denied to particular people or for any reason other than imperfect management systems.

Additionally, the owner is entitled to a capital improvement pass through for the installation of security cameras. The owner produced invoices and proof of payment of \$6,838.14. The owner is entitled to a pass-through of \$6,838.14 in this category.

The total pass through for security measures is \$15,835.97. (See spreadsheet for details.)

Exterior of Building: There are numerous reasons that the owner cannot receive a capital improvement pass through for the work done on the exterior of the building. Firstly, it is not possible to discern the difference between the work done in 2015, for which the owner already sought a capital improvement pass-through, and the work done in more recent years. The contract was not provided. The owner included with this packet a June 15, 2015, invoice, which is obviously for work done more than 2 years prior to the petition date. Additionally, the owner used a check for \$107,835.50 as proof in a prior capital improvement case questioning the 2016 pass-through **and** as evidence in this case. An owner cannot double dip.

Furthermore, some of the work done was because there was dry-rot found at the front of the building, which raises an issue of whether this condition was due to deferred maintenance. The owner did not provide any evidence that it exercised reasonable diligence after learning of the dry rot.

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<sup>38</sup> Regulations, Section 8.22.110(E)(4)

Additionally, the owner representative testified that the work was done to increase the aesthetic of the building and for marketing purposes. While making the building visually attractive does benefit the tenants who live there, when the work is done specifically for marketing purposes, the work benefits the owner more than the tenants.

Still further, the owner did not produce the permits for the work done on the exterior of the building. The tenant production of the *Permit/Complaint History* documentation is only a shorthand analysis of the permits that have been taken out. There is no information about the exact nature of the permits which specify the allowable work, nor specifically what was approved or not approved. It is the owner's burden to produce those documents and the owner was given an opportunity to produce them after the Hearing.

Specifically looking at the three categories the owner sought to pass-through that relate to the front entrance, the owner sought an \$82,752 pass through for the front entry store front work. This is disallowed because the owner did not produce the permit showing what work was permitted; at least some portion of the work was passed on in a prior capital improvement pass through and the owner representative was unable to specify the differences between the prior pass-through and the current; at least some portion of the work was done more than 2 years prior to the owner petition and the owner representative was unable to specify the difference; the owner included the same check as evidence in this case as it used as evidence in a prior case involving the 2016 pass-through; the owner was granted some kind of contractor's "penalty" for some part of this expenditure and a substantial part of the reasoning for doing this work was for marketing purposes. For all these reasons, the owner is not entitled to any pass-through for this work.

The second expense in this category sought by the owner was the "front entrance concrete" for \$6,400. This is denied because the owner did not produce any permits, and because there was no proof of payment for the second invoice. For both these reasons the owner is not entitled to any pass-through for this work.

The third expense in this category was for the "dry-rot store front" work for \$8,042.50. This expense is denied because there is no proof of permits and a finding of dry rot raises a question of deferred maintenance and the owner was not able to produce any testimony regarding whether the owner took appropriate action as soon as the dry rot was discovered. For both these reasons the owner is not entitled to any pass-through for this work.

Garage work: The owner sought a capital improvement pass-through for two categories of work done in the garage. The categories were "garage motor concrete pad" for \$925 and "garage light project" for \$3,175.

None of these costs are allowed because the owner did not provide any evidence of permits for this work, which were required for the installation of the garage concrete pad and the electrical work. Additionally, there was no invoice for the "garage light project" that lines up with the requested amount of \$3,175 or the date on the owner's

spreadsheet. Without proof of an invoice and a proof of payment that relate to the owner's request, this cost cannot be granted.<sup>39</sup>

Spreadsheet: Attached to this Hearing Decision as Exhibit A is a capital improvement spreadsheet documenting the allowable pass-through of \$15,835.97. Seventy percent of that amount is \$11,085.18. The document shows that the owner is entitled to a \$5.60 monthly capital improvement pass-through for each tenant that was living in the building prior to the work being performed.

The owner is allowed a capital improvement rent increase for all units in which the tenant was residing in the building prior to the security work being performed.

The rent increases go into effect 30 days after the owner serves a rent increase notice on the tenants (35 days if the rent increase notice is served by mail) See Civil Code § 827 and Code of Civil Procedure § 1013. Additionally, the owner must concurrently serve the *RAP Notice* and the *Decision Summary* which accompanies this decision.

The capital improvement increase for each tenant ends 60 months after it goes into effect.

The tenants contended that the rent increase in question could cause their current rents to be increased more than 30% in 5 years based on this rent increase and the prior capital improvement pass through that most of the tenants are paying. Since the exact amount of the rent paid by each tenant is not known (as only the tenants present at the Hearing were able to testify as to their rental amounts) if the owner passes on a rent increase pursuant to this Order that exceeds 30% in 5 years, the tenants can petition against that rent increase.

### **ORDER**

1. Petition L17-0183 is granted in part.
2. As to all tenants who resided in the building prior to the owner doing the security work on the premises, the owner is entitled to a \$5.60 monthly 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. The owner is also entitled to a C.P.I. rent increase (calculated on the base rent), concurrent with the capital improvement increase.
4. The capital improvement rent increase expires 60 months after it goes into effect.

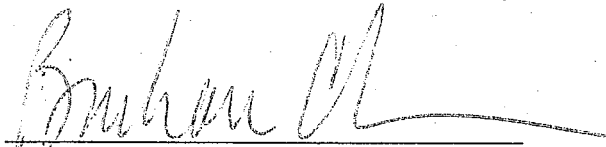
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<sup>39</sup> While there is an invoice for installing ceiling light fixtures (exhibit 1, page 32), it is not at all clear that this is the right cost because neither the date nor the amounts line up with the owner's requested amounts. Rubio was unable to explain the differences.

5. For those tenants subject to the prior capital improvement rent increase served by the owner, it expires 60 months after it took effect.

6. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) 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: April 13, 2018



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

City of Oakland Capital Improvements Calculator Worksheet

**IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE**

Petition Filing Date  
Number of Residential Units

25-Jul-17  
33

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# of Units	Allowable Cost per Unit (Pre Amortization)	Amortized cost	Date Validation (2 years ago max)
Secuirty	29-Jul-16	\$16,835.97	\$11,785.18	33	\$357.13	\$5.95	OK

<b>Subtotal</b>			\$11,785.18	\$5.95
<b>Place X in box if property is mixed use.</b>				
Residential square footage				
Other use square footage				
Percent residential use				
<b>Total Cost Per Unit Allocated to Residential Units</b>				\$5.95

Exhibit "A"

CITY OF OAKLAND



250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department  
Rent Adjustment Program

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

**DECISION SUMMARY**

**CASE NUMBER:** L17-0183, Westlake Partners LLC v. Tenants  
**PROPERTY ADDRESS:** 1560 Jackson Street, Oakland, CA  
**DATE OF HEARING:** January 29, 2018  
**DATE OF DECISION:** April 13, 2018

1. Petition L17-0183 is granted in part.
2. The owner is entitled to a \$5.60 monthly 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 this *Decision Summary*.
3. The owner is also entitled to a C.P.I. rent increase (calculated on the base rent), which can be added to the capital improvement increase.
4. The capital improvement rent increase expires 60 months after it goes into effect.

Dated: April 13, 2018

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

Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number L17-0183**

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

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

**Documents Included**

Hearing Decision and Decision Summary

**Owner**

West Lake Partners, LLC  
P.O. Box 71006  
Oakland, CA 94612

**Owner Representative**

MYND Management, Inc./Janette Miles  
P.O. Box 71006  
Oakland, CA 94612

**Tenants**

Adam Billups  
1560 Jackson St #31  
Oakland, CA 94612

Alexandria Cousens  
1560 Jackson St #10  
Oakland, CA 94612

Anton Sudradjat  
1560 Jackson St #10  
Oakland, CA 94612

Ashley Williams  
1560 Jackson St #3  
Oakland, CA 94612

Bernadette Richards  
1560 Jackson St #19  
Oakland, CA 94612

Brandon Dashwood  
1560 Jackson St #6  
Oakland, CA 94612

000143

Brian Cabrera  
1560 Jackson St #24  
Oakland, CA 94612

Christopher Price  
1560 Jackson St #18  
Oakland, CA 94612

Dylan Casano  
1560 Jackson St #30  
Oakland, CA 94612

Elizabeth Green  
1560 Jackson St #5  
Oakland, CA 94612

Elliott Van Fleet  
1560 Jackson St #17  
Oakland, CA 94612

Eric Yamami  
1560 Jackson St #2  
Oakland, CA 94612

Hacene Chouggar  
1560 Jackson St #28  
Oakland, CA 94612

Jacqueline Ni  
1560 Jackson St #20  
Oakland, CA 94612

James Stokes  
1560 Jackson St #4  
Oakland, CA 94612

Jennifer Atherley  
1560 Jackson St #17  
Oakland, CA 94612

Jennifer Periman  
1560 Jackson St #8  
Oakland, CA 94612

Jonny Bywater  
1560 Jackson St #11  
Oakland, CA 94612

Joseph Landweber  
1560 Jackson St #1  
Oakland, CA 94612



Julie Pollock  
1560 Jackson St #14  
Oakland, CA 94612

Kayla Carlson  
1560 Jackson St #15  
Oakland, CA 94612

Kevin Wright  
1560 Jackson St #23  
Oakland, CA 94612

Keythea Doby  
1560 Jackson St #29  
Oakland, CA 94612

Leonardo Vismonte  
1560 Jackson St #7  
Oakland, CA 94612

Marciana Vismonte  
1560 Jackson St #7  
Oakland, CA 94612

Matthew Chasm  
1560 Jackson St #27  
Oakland, CA 94612

Michael Le  
1560 Jackson St #8  
Oakland, CA 94612

Mihret Netsreab  
1560 Jackson St #16  
Oakland, CA 94612

Noah Green  
1560 Jackson St #5  
Oakland, CA 94612

Ouali Kouloughi  
1560 Jackson St #28  
Oakland, CA 94612

Paul Guidry  
1560 Jackson St #12  
Oakland, CA 94612

Peggy Watts  
1560 Jackson St #21  
Oakland, CA 94612

Quali Kouloughi  
1560 Jackson St #28  
Oakland, CA 94612

Rachel Dukes  
1560 Jackson St #25  
Oakland, CA 94612

Raylene Shah  
1560 Jackson St #19  
Oakland, CA 94612

Roberto Palomino  
1560 Jackson St #33  
Oakland, CA 94612

Ronnie Marshall  
1560 Jackson St #26  
Oakland, CA 94612

Sarah Plummer  
1560 Jackson St #6  
Oakland, CA 94612

Semere Kiflemariam  
1560 Jackson St #16  
Oakland, CA 94612

So Kim  
1560 Jackson St #9  
Oakland, CA 94612

So Kim  
1560 Jackson St #9  
Oakland, CA 94612

Spencer Bainbridge  
1560 Jackson St #32  
Oakland, CA 94612

Talia Lepson  
1560 Jackson St #11  
Oakland, CA 94612

William Magid  
1560 Jackson St #14  
Oakland, CA 94612

Zane Burton  
1560 Jackson St #19  
Oakland, CA 94612

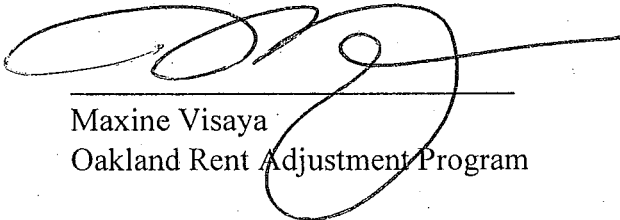
Zane Paxton  
1560 Jackson St #22  
Oakland, CA 94612

**Tenant Representative**

Leah Simon-Weisberg, Centro Legal de la Raza  
3022 International Blvd #410  
Oakland, CA 94601

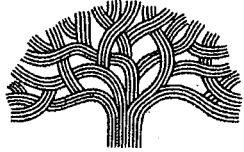
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 May 3, 2018 in Oakland, CA.



Maxine Visaya  
Oakland Rent Adjustment Program

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp  
20 APR 17 11 03 03

**APPEAL**

Appellant's Name <b>West Lake Partners, LLC</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1560 Jackson St Oakland, CA 94612			
Appellant's Mailing Address (For receipt of notices) PO Box 71006 Oakland, CA 94612		Case Number <b>L17-0183</b>	
		Date of Decision appealed <b>April 13, 2018</b>	
Name of Representative (if any) Mynd Management		Representative's Mailing Address (For notices) PO BOX 71006 Oakland, CA 94612	

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

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

For more information phone (510) 238-3721.

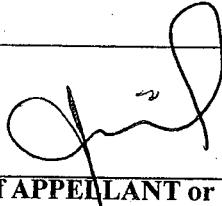
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.  
 Number of pages attached: 23.

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

I declare under penalty of perjury under the laws of the State of California that on May 17 \_\_\_\_\_, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	See attached list of parties notified
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

	<u>5/17/18</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

PROOF OF SERVICE  
Case Number L17-0183

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

1611 Telegraph Ave 12th Floor Oakland, CA 94612

Documents Included

Decision appeal form and supporting documents.

Appeal served to the following:

Tenants

Adam Billups  
1560 Jackson St #31  
Oakland, CA 94612

Alexandria Cousens  
1560 Jackson St #10  
Oakland, CA 94612

Anton Sudradjat  
1560 Jackson St #10  
Oakland, CA 94612

Ashley Williams  
1560 Jackson St #3  
Oakland, CA 94612

Bernadette Richards  
1560 Jackson St #19  
Oakland, CA 94612

Brandon Dashwood  
1560 Jackson St #6  
Oakland, CA 94612

000150

Brian Cabrera  
1560 Jackson St #24  
Oakland, CA 94612

Christopher Price  
1560 Jackson St #18  
Oakland, CA 94612

Dylan Casano  
1560 Jackson St #30  
Oakland, CA 94612

Elizabeth Green  
1560 Jackson St #5  
Oakland, CA 94612

Elliott Van Fleet  
1560 Jackson St #17  
Oakland, CA 94612

Eric Yamami  
1560 Jackson St #2  
Oakland, CA 94612

Hacene Chouggar  
1560 Jackson St #28  
Oakland, CA 94612

Jacqueline Nj  
1560 Jackson St #20  
Oakland, CA 94612

James Stokes  
1560 Jackson St #4  
Oakland, CA 94612

Jennifer Atherley  
1560 Jackson St #17  
Oakland, CA 94612

Jennifer Perriman  
1560 Jackson St #8  
Oakland, CA 94612

Jonny Bywater  
1560 Jackson St #11  
Oakland, CA 94612

Joseph Landweber  
1560 Jackson St #1  
Oakland, CA 94612

Julie Pollock  
1560 Jackson St #14  
Oakland, CA 94612

Kavja Carlson  
1560 Jackson St #15  
Oakland, CA 94612

Kevin Wright  
1560 Jackson St #23  
Oakland, CA 94612

Keythea Doby  
1560 Jackson St #29  
Oakland, CA 94612

Leonardo Vismonte  
1560 Jackson St #7  
Oakland, CA 94612

Marciana Vismonte  
1560 Jackson St #7  
Oakland, CA 94612

Matthew Chasm  
1560 Jackson St #27  
Oakland, CA 94612

Michael Le  
1560 Jackson St #8  
Oakland, CA 94612

Mihret Netsrab  
1560 Jackson St #16  
Oakland, CA 94612

Noah Green  
1560 Jackson St #5  
Oakland, CA 94612

Ouali Koulooughi  
1560 Jackson St #28  
Oakland, CA 94612

Paul Guidry  
1560 Jackson St #12  
Oakland, CA 94612

Peggy Watts  
1560 Jackson St #21  
Oakland, CA 94612

000152



Quail Kouloughi  
1560 Jackson St #28  
Oakland, CA 94612

Rachel Dukes  
1560 Jackson St #25  
Oakland, CA 94612

Raylene Shah  
1560 Jackson St #19  
Oakland, CA 94612

Roberto Palomino  
1560 Jackson St #33  
Oakland, CA 94612

Ronnie Marshall  
1560 Jackson St #26  
Oakland, CA 94612

Sarah Plummer  
1560 Jackson St #6  
Oakland, CA 94612

Semere Kiflemeriam  
1560 Jackson St #16  
Oakland, CA 94612

So Kim  
1560 Jackson St #9  
Oakland, CA 94612

So Kim  
1560 Jackson St #9  
Oakland, CA 94612

Spencer Bainbridge  
1560 Jackson St #32  
Oakland, CA 94612

Talia Lepson  
1560 Jackson St #11  
Oakland, CA 94612

William Magid  
1560 Jackson St #14  
Oakland, CA 94612

Zane Burton  
1560 Jackson St #19  
Oakland, CA 94612

000153

Zane Paxton  
1560 Jackson St. #22  
Oakland, CA 94612



May 17, 2018

City of Oakland  
Rent Adjustment Program  
P.O. Box 70243  
Oakland, CA 94612-0243

Re: Case #L17-0183

To Whom It May Concern:

Enclosed is the Property Owner Appeal to the decision made on April 13, 2018 and mailed to owner on May 3, 2018. The decision was made to only allow the owner to pass on \$5.60 out of the requested \$60.21 (see attached breakdown for pass through).

We request for the decision to be reassessed based on the following information that was made available during the initial petition.

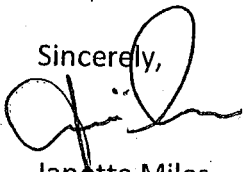
1. Fire Alarm System: Installed April 2016 and need to show permits pulled to complete the work. Attached is a copy of the invoice showing the work was permitted through the fire department. Invoice #2016-04641 referencing permit #2016-30813 issued April 23, 2016.
2. Exterior Building: Work began in 2015 and need original contract from Holland Brooks for scope for repair of dry rot at store front w/ horizontal window. Rent Board has testimony this was to improve cosmetic appeal. Need to show work in 2015 was separate than work completed in 2016. Invoice dated 6/15/2015 #15-3438 simply states MOB and does not provide detail of work done. Second invoice dated 1/19/2016 states "final contract billing" with additional work of \$41,376. **Original contract attached with full scope of work. Total scope of work cost was \$82,752.00. Invoice #15-3438 paid with check #1001 for 50% of the contract fee total of \$41,376.00. Invoice #16-3568 paid with check #1064 in the amount of \$41,376.00.**
3. Front Entrance Concrete - invoice #15-3516 and #16-3567 need payment proof for 2nd installment. See attached invoices each showing paid by the vendor. Check #1040 paid the first installment of \$3200 for invoice #15-3516 on 11/24/2015. Check #1064 paid \$3200 for invoice #16-3567 on March 30, 2016.

000154

4. Store Front Dry Rot Repair - penalty of \$6800 - what was this for? This was a credit issued by contractor, Holland Brooks, to the owner for liquidated damages as he felt the project was taking longer than originally estimated. See calculation notes on image page for check #1064
5. Garage motor concrete pad invoice #16-3589 for \$925 paid with check #1064
6. Garage work and electrical - need invoice paid 9/2016 Invoice #172892 attached. Paid on 9/20/2016 with check #1102.

Thank you for your time and consideration of this appeal. I hope you find the information and supporting documents more clear as to what improvements were made.

Sincerely,



Janette Miles  
Property Management  
Mynd Management, Inc.  
510-306-4440  
residents@mynd.co

Appeal section 1

Invoice

**Security Engineers Inc.**  
 1457 SOS Drive  
 Walnut Creek, CA 94597  
 Lic # 681875

Invoice #: SE4253585  
 Inv. Date: 7/22/2016

**Bill To:**

Westlake Partners LLC  
 1999 Harrison  
 24th Floor  
 Oakland, CA 94612

**Site Address:**

1560 Jackson St  
 Oakland, CA 94612

Account #	Terms	Due on receipt	Total Due	\$12,975.85
Description			Amount	
Installation - Fire Alarm System			18,980.00	
Design And Engineering			1,850.00	
Permit Fee by City TBD			1,036.00	
Expedite fee			600.00	
Payment made on			-9,490.15	

-----  
 \*\*Please include this stub with your payment. Thank You.\*\*

1560 Jackson St  
 Oakland, CA 94612

Invoice #: SE4253585  
 Inv. Date: 7/22/2016

Account #	
Total Due	\$12,975.85

**Please mail payments to:**

Security Engineers, Inc.  
 PO BOX 1166  
 Alamo, CA 94507



Permit obtained by fire dept.

Final Inspection Request  
94



# OAKLAND FIRE DEPARTMENT

## FIRE PREVENTION BUREAU

250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612



Invoice # 2016-04641  
Invoice Date June 24, 2016  
Permit #

Inspection Date 6/23/2016  
Inspection Type Plan Review  
Reference 2016-30813

Permit #  
←

**Occupancy Mailing Address**  
Security Engineers  
1457 Sos Drive  
Walnut Creek, CA 945 945

**Facility Address**  
1560 JACKSON ST  
OAKLAND CA 94612

### INVOICE

Dear Facility Representative:

Pursuant to the City of Oakland's Master Fee Schedule, adopted by Ordinance # 13054 CMS, fees are charged for services rendered by the Oakland Fire Department. Payment for services is a condition of your occupancy/operational permit. Non-payment may result in the revocation of your permit. The Oakland Fire Department provided service(s) and/or issued permits for the above Facility Address. Itemized below is the summary of fees for service and/or permits.

Item	Qty.	Rate	Total
Plan Review Standard Charge	1.00	439.000	439.00
Total Amount Due			439.00
30 Days Net, 31-60 days 10% Penalty, 61-90 days 20% Penalty, 91+ Days 50% Penalty			

The above fees are due and payable within 30 days of the invoice date above. Unpaid invoices will be forwarded to the City of Oakland's Financial Services Agency/Collections Division for further action and pending permits or fire clearances will not be issued until all fees have been paid in full. Please indicate the invoice number on your check, make check payable to Oakland Fire Department and remit to:

City of Oakland, Fire Prevention Bureau  
250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612

For questions regarding this invoice, please call 510-238-3851 between the hours of 9:00 am and 4:00 pm. You may also send email to [FPBReceptionist@oaklandnet.com](mailto:FPBReceptionist@oaklandnet.com). Please provide your facility address and invoice number when discussing this invoice. Please Note: Due to reductions in staffing, and the volume of calls received daily, it may take up to 5 working days to provide a response.

We thank for your cooperation and look forward to assisting you.

Thank You,  
FPB Accounts Receivable  
Oakland Fire Department

2

000157

WEST LAKE PARTNERS, LLC  
 OWNERS ACCOUNT  
 1888 HARRISON STREET, 24TH FLOOR  
 OAKLAND, CA 94612

1089  
 1101052473 58

PAY TO THE ORDER OF  
 CHIEF OF SECURITY ENGINEERING  
 TURNER BROWARD WATER SERVICES, INC.  
 FIRST REPUBLIC BANK

July 29 2016  
 \$12,975.85  
 TWELVE THOUSAND NINE HUNDRED SEVENTY FIVE AND 85/100 DOLLARS

First Republic Bank  
 108 38 4253585

1089

Check # 1089 Date 8/3/2016 Amount \$12,975.85

PAY TO THE ORDER OF  
 WELLS FARGO BANK, N.A.

FOR DEPOSIT ONLY

1089

Payment for fire alarm system.

3

Appeal Section 2

Holland Brooks Construction, Inc.

<b>Address:</b> 1560 Jackson St, Oakland, Ca		<b>Location</b> Laundry Room		<b>Client:</b>	
<b>Date Walked:</b>		<b>Extra Square Ft:</b>		Store Front w/ Horizontal Window	
<b>Square Ft:</b>		<b>Bathrooms:</b>		Exteriors building	
<b>Bedrooms:</b>		<b>Year Built:</b>			
<b>Laundry</b>	<b>Room S.F.:</b>	<b>Blinds:</b>			
296				Note* we are assuming that the concrete planters/platforms are not tied in structurally to the steps that continue above to the 2nd story	
297	Remove existing metal security Gate; Demo out portion of brick wall at corner of metal fence, Demo and remove partial planting area, Demo and remove existing concrete planters/platforms left of exisiting concrete steps, demo and remove existing storefront glass				
298	Build out 2' for new store front system; Fur wall to face of stucco wall above; and prep all floor after demo of planter platforms for new slate flooring				
299	Install new Metal awining with diagonal awning support on both sides, properly flashed per Detail A4.1				
301	Install new Store Front Horizontal Etched glass/clear panel glass per schedule A5.1 10'x25' (verify in field) with aluminum casing				
302	Install new Store front 10'8" x 10'3" store front full glass panel doors and 2'x10'3" side glass panel				
305	Install new slate floor on both store front floor and 1st level stairs			Note* have 1/8" slope for every 4' for proper water drainage	
<b>Store Front- Total</b>			<b>Total cost for all above description items</b>	\$ 82,752.00	
			<b>Bid Total</b>	\$ 82,752.00	

Completed 2/15

Completed 2/16

Full scope of store front renovation

4

Appeal section 2



Holland Brooks Builders 2  
4075 Nelson Avenue, Suite G  
Concord, CA 94520

(925)566-8878

Invoice

Date	Invoice #
06/15/2015	15-3438

**BILL TO**  
 West Lake Partners LLC  
 560 Jackson St, Oakland, CA  
 Store Front w/ Horizontal Window

**Project Address**  
 Store Front w/ Horizontal Window

Description	Total Billed
• MOB fee (50% of contract)	41,376.00

paid w/ check #1001

Make all checks payable to Holland Brooks Builders, Inc.  
Thank you for your business!

4075 Nelson Avenue, Suite G, Concord, CA 94520

Total \$41,376.00


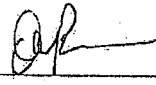
5

000160



Paid on 6.16.15 / Check # 1001  
West Lake Partners Owners Account  
50% down paid to Holland Brooks Builders Inc  
to start work on the following.

Unit #2 - interior renovations - \$9,655  
Unit #2 - Interior Electrical - \$2,175  
Store Front - \$41,376  
Ext. Windows - \$8,562  
Halfway Windows - \$20,250  
Front Ext. Siding - \$14,980.50  
Ext. paint - \$12,837  
Total pd on 6.16.15 ck # 1001 \$107,835.50

<b>WEST LAKE PARTNERS, LLC</b> <b>OWNERS ACCOUNT</b> 1899 HARRISON STREET, 24TH FLOOR OAKLAND, CA 94612		<b>1001</b> 11-8166/3210 95
DATE <u>June 16 2015</u>		
PAY TO THE ORDER OF <u>Holland Brooks Builders</u>	\$ <u>107,835.50</u>	
<u>One hundred seven thousand eight hundred thirty five and 50/100</u>		DOLLARS
 <b>FIRST REPUBLIC BANK</b> Private Banking - San Francisco 111 Pine Street San Francisco, CA 94111 Ph (415) 392-1400 / (800) 392-1407 (24hr Cust Serv)	<b>Private Banking</b> 	
FOR _____	_____	BP

6

Appeal section 2



Holland Brooks Builders 2  
4075 Nelson Avenue, Suite G  
Concord, CA 94520  
(925)566-8878

Invoice

Date	Invoice #
01/19/2016	16-3568

Bill To

West Lake Partners LLC  
560 Jackson St, Oakland, CA  
Store Front w/Horizontal Window

Project Address

Store Front w/Horizontal Window

Description	Total Billed
* Final Contract Billing (50% of \$82,752.00 contract)	41,376.00

Final contract for  
store front. Pd w/ check  
#1064 \$41,376.00

Make all checks payable to Holland Brooks Builders, Inc.  
Thank you for your business!

4075 Nelson Ave, Suite G, Concord, CA 94520

quantity

Total \$41,376.00

7

000162



Holland Brooks Builders 2  
 4075 Nelson Avenue, Suite G  
 Concord, CA 94520  
 (925) 566-8878

Appeal section 3

# INVOICE

**BILL TO**

West Lake Partners, LLC  
 1560 Jackson St  
 Oakland, CA

INVOICE # 15-3516  
 DATE 10/28/2015

**PROJECT ADDRESS**

1560 Jackson St, Oakland

**WORK ORDER #**

Store Front

DATE	DESCRIPTION	QTY	UNIT PRICE	TOTAL BILLED
10/28/2015	Add-Scope			
10/28/2015	<b>MOB fee (50% of contract)</b> MOB fee (50% of contract)	1	3,200.00	3,200.00
10/28/2015	<b>Rehab Services</b> Grind, prep, skim coat and install new slate tile on 2 walls in the stair way to the left of the steps that are now scheduled to have slate installed to match the steps and floor. Total sq footage is 105 additional sq footage plus necessary prep before installation. - \$1,050.00			
10/28/2015	<b>Rehab Services</b> Cut, remove and haul away black hydraulic elevator pipe - Grind flush with side wall that is going to have slate installed - \$135.00			
10/28/2015	<b>Rehab Services</b> The structural engineer is requiring a new stem wall to be built, 10" in total thickness, 5" on the left of existing floating step and 5" to bridge the beginning of the new steps. This wall is now changed in the plan to be behind the existing wall, which will require us to			

PAID

ck# 1040 paid  
 \$3200.00

8

DATE	DESCRIPTION	QTY	UNIT PRICE	TOTAL BILLED
10/28/2015	<p>jack hammer out the concrete floor behind and under existing steps. Once this is demoed, debris removed and hauled away, we will need to dig a new footing per the engineers's plan that is attached to RFI #003 total for this change per findings and added detail to plans. - \$3,280.00</p> <p><b>Rehab Services</b> The Struc. 1 plan requested through RFI #003 explains to ER-Stair Section has new details on the epoxy detail and required depth, along with the footing that is required to be installed for the 6" concrete side wall for the new steps begin poured. This footing is being requested at 12" x 12" with rebar detailed at 3" in center of 6" concrete wall down through the new concrete footing. - \$785.00</p>			
10/28/2015	<p><b>Rehab Services</b> No mention or detail/note in plans about the moisture barrier requirements, slab, sand and gravel thickness-per RFI #006 the suggestion/answer by the Arch. requires and recommends a 4" thick slab over 2" of sand, a 10mil vapor barrier on top of 4" of crushed rock. We will need to lower our existing depth down to 10" below existing slab level to accommodate for these new recommended requirements to pass frame inspection before we can pour concrete. (Note** this price does not reflect the 4" concrete slab to be poured in common area, this was already assumed in the original sets of plans) - \$1,150.00</p>			

Make all checks payable to Holland Brooks Builders, Inc.  
Thank you for your business!

4075 Nelson Ave, Suite G, Concord, CA 94520

PAYMENT 3,200.00  
BALANCE DUE \$0.00

9

000164

WEST LAKE PARTNERS, LLC  
OWNERS ACCOUNT  
1999 HARRISON STREET, 24TH FLOOR  
OAKLAND, CA 94612

1040  
11-8166/3210  
65

11-24-15 DATE

PAY TO THE ORDER OF Hollano Brakes Biers 2 \$8,592.50  
Eight thousand five hundred ninety two and 50/100 DOLLARS



FIRST REPUBLIC BANK

Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Ph (415) 392-1400 / (800) 392-1407 (24hr Cost Serv)

Private Banking

FOR FAV 3516 + 3526 50%

*[Signature]*

MP

10

000165



Holland Brooks Builders 2  
 4075 Nelson Avenue, Suite G  
 Concord, CA 94520  
 (925) 566-8878

Appeal section 3

# INVOICE

**BILL TO**  
 West Lake Partners, LLC  
 1560 Jackson St  
 Oakland, CA

**INVOICE #** 16-3567  
**DATE** 01/19/2016

**PROJECT ADDRESS**  
 1560 Jackson St, Oakland

**WORK ORDER #**  
 Store Front

DATE	DESCRIPTION	QTY	UNIT PRICE	TOTAL BILLED
01/19/2016	Add-Scope			
01/19/2016	<b>Final 50% Contract Billing</b> Final Contract Billing (50% of \$6400.00 contract)	1	3,200.00	3,200.00
01/19/2016	<b>Rehab Services</b> Grind, prep, skim coat and install new slate tile on 2 walls in the stair way to the left of the steps that are now scheduled to have slate installed to match the steps and floor. Total sq footage is 105 additional sq footage plus necessary prep before installation. - \$1,050.00			
01/19/2016	<b>Rehab Services</b> Cut, remove and haul away black hydraulic elevator pipe - Grind flush with side wall that is going to have slate installed - \$135.00			
01/19/2016	<b>Rehab Services</b> The structural engineer is requiring a new stem wall to be built, 10" in total thickness, 5" on the left of existing floating step and 5" to bridge the beginning of the new steps. This wall is now changed in the plan to be behind the existing			

PAID

Final front entrance  
 concrete  
 Paid w/ ck # 1064  
 \$ 3200.00

11

DATE	DESCRIPTION	QTY	UNIT PRICE	TOTAL BILLED
01/19/2016	<p>wall, which will require us to jack hammer out the concrete floor behind and under existing steps. Once this is demoed, debris removed and hauled away, we will need to dig a new footing per the engineers's plan that is attached to RFI #003 total for this change per findings and added detail to plans. - \$3,280.00</p> <p><b>Rehab Services</b> The Struc. 1 plan requested through RFI #003 explains to ER-Stair Section has new details on the epoxy detail and required depth, along with the footing that is required to be installed for the 6" concrete side wall for the new steps begin poured. This footing is being requested at 12" x 12" with rebar detailed at 3" in center of 6" concrete wall down through the new concrete footing. - \$785.00</p>			
01/19/2016	<p><b>Rehab Services</b> No mention or detail/note in plans about the moisture barrier requirements, slab, sand and gravel thickness-per RFI #006 the suggestion/answer by the Arch. requires and recommends a 4" thick slab over 2" of sand, a 10mil vapor barrier on top of 4" of crushed rock. We will need to lower our existing depth down to 10" below existing slab level to accommodate for these new recommended requirements to pass frame inspection before we can pour concrete. (Note** this price does not reflect the 4" concrete slab to be poured in common area, this was already assumed in the original sets of plans) - \$1,150.00</p>			

Make all checks payable to Holland Brooks Builders, Inc.  
Thank you for your business!

PAYMENT 3,200.00  
BALANCE DUE \$0.00

12

000167

WEST LAKE PARTNERS, LLC  
OWNERS ACCOUNT  
1999 HARRISON STREET, 24TH FLOOR  
OAKLAND, CA 94612

1064  
11-8166/3210  
95

March 30 2016  
DATE

PAY TO THE  
ORDER OF

Holland Brooks Bldr 2

\$ 46,743.50

Endyrix Hazard Science Hazard Safety & Mgmt 30/00 DOLLARS

Security  
Features  
Details on  
Back.



FIRST REPUBLIC BANK

Private Banking-San Francisco  
111 Pine Street  
San Francisco, CA 94111  
Ph (415) 392-1400 / (800) 392-1407 (24hr Cust Serv)

Private Banking

*[Signature]*

FOR

REF

Paid for

Invoice - 16-3568 \$ 41,376  
Invoice - 16-3567 \$ 3260  
Invoice - 16-3589 \$ 925.00  
Invoice - 16-3569 \$ 8,042.50

\$ 53,543.50  
1,940.00

vendor credit to owner

Appeal  
sector  
4

(I)

000168



Appeal section S



Holland Brooks Builders 2  
4075 Nelson Avenue, Suite G  
Concord, CA 94520

(925)566-8878

# Invoice

Date	Invoice #
03/04/2016	16-3589

Bill To

West Lake Partners, LLC  
1560 Jackson St  
Oakland, CA

Project Address	Work Order #
-----------------	--------------

1560 Jackson St Oakland, CA Front Entrance & Concrete Pad

Description	Total Billed
<ul style="list-style-type: none"> <li>• 1560 Jackson St Oakland, CA</li> <li>• Front Entrance &amp; Concrete Pad</li> <li>• Install (2) new can lights in addition to the (2) originally called out on the plan. Demo &amp; remove the old metal square Recessed Light Box and Run new wiring &amp; hardware to accept can lights.</li> <li>• Cut concrete &amp; grind part of the concrete block that the garage motor currently sits on per Andrew's request. Repair new portion of concrete block &amp; re-secure the front part of the garage motor onto the newly poured concrete base.</li> </ul>	275.00
	650.00

Make all checks payable to Holland Brooks Builders, Inc.  
Thank you for your business!

4075 Nelson Ave, Suite G, Concord, CA 94520

*paid w/ CK # [redacted] = A 46, 74.3.521  
1064*

Total	\$925.00
-------	----------

13

000169

HTK 21 SECTION 10

GILL'S ELECTRIC CO., INC.  
2410 WEBSTER STREET  
OAKLAND, CA 94612  
(510) 451-2929 Fax (510) 834-2192

w OME :1  
INVOICE #: 172892  
INVOICE DATE: 09/06/16  
DUE DATE: 10/06/16

ELECTRICIAN:

JOB: 172892  
WESTLAKE PARTNERS  
1560 JACKSON ST  
OAKLAND, CA 94612

BILL TO:  
WESTLAKE PARTNERS  
1560 JACKSON ST  
OAKLAND, CA 94612

YOUR REF:  
CSL: 195222

AUTHORIZATION#:

DESCRIPTION	AMOUNT
ELECTRICAL WORK PER CONTRACT. PROPOSAL PROVIDED BY DANIEL SCHULTE DATED 8/22/2016.	
CONTRACT: RE-WIRE EXISTING FIXTURES, INSTALL NEW FIXTURES BY EACH PARKING SPACE	3,175.00
DEPOSIT RECEIVED:	
	NET DUE -1,000.00

pd 9-20-16  
ck 1102  
owners

SHOULD YOU WISH TO CHARGE THIS AMOUNT ON YOUR CREDIT CARD, PLEASE FILL OUT THE INFORMATION BELOW AND SIGN WHERE INDICATED.

CARD TYPE : -VISA -MIC --DISCOVER      AMOUNT:\$ \_\_\_ / \_\_\_

CARD# \_\_\_\_\_ EXP/DATE: \_\_\_\_\_ SEC CODE \_\_\_\_\_

CARD HOLDER NAME: \_\_\_\_\_ & SIGNATURE: \_\_\_\_\_

ADDRESS AND ZIP CODE CARD GOES TO \_\_\_\_\_

A FINANCE CHARGE OF 1 1/2 % PER MONTH,  
WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%,  
and A LATE FEE OF \$30.00, WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS  
\*\*\* PLEASE NOTE THAT ALL MATERIALS LISTED ON INVOICE INCLUDE SALES TAX! \*\*\*

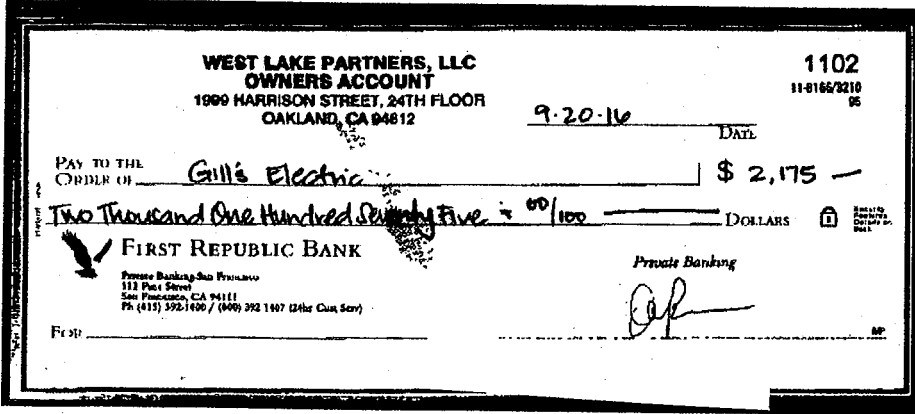
15

Re: Westlake

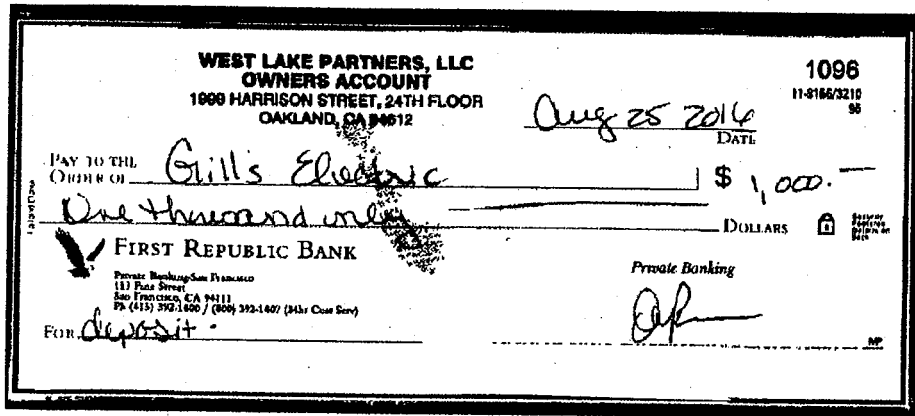
1 message

Belinda Gomez <bgomez415@gmail.com>  
To: Janette Miles <janette@mynd.co>

Here you go!  
Best  
Belinda



Check # 1102 Date 9/22/2016 Amount \$2,175.00

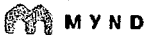


Check # 1096 Date 8/29/2016 Amount \$1,000.00

On Thu, May 17, 2018 at 11:38 AM Janette Miles <janette@mynd.co> wrote:  
That would work!  
Thank you :)

Janette Miles  
Property Management Manager, Mynd

Phone 510-306-4440  
Direct Line 510-306-2934  
Office 1611 Telegraph Ave. 12th Floor, Oakland, CA 94612  
www.mynd.co



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On Thu, May 17, 2018 at 11:21 AM, Belinda Gomez <bgomez415@gmail.com> wrote:  
I probably have those. I'm out of office right now. Can I send you these later around 1 pm?  
Thanks  
Belinda

Sent from my iPhone

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IMPROVEMENT OR REPAIR	DATE COMPLETED	DATE PAID	TOTAL COST	AMORTIZABLE COST (70%)	Per Unit Cost	MONTHLY INCREASE PER UNIT (5 YRS)
Store Front w/ Horizontal Window	1/19/16	3/30/16	\$82,752.00	\$57,926.40	\$1,755.35	\$29.26
Dry Rot Store Front	11/9/15	3/30/16	\$8,042.50	\$5,629.75	\$170.60	\$2.84
Front Entrance Concrete	3/4/16	3/30/16	\$6,400.00	\$4,480.00	\$135.76	\$2.26
Garage Motor Concrete Pad	1/19/16	3/30/16	\$925.00	\$647.50	\$19.62	\$0.33
Access Control Front Entrance	3/1/16	8/12/16	\$9,926.38	\$6,948.47	\$210.56	\$3.51
Security Cameras	3/1/16	8/12/16	\$4,878.82	\$3,415.17	\$103.49	\$1.72
Fire Alarm System	7/22/16	7/29/16	\$22,466.00	\$15,726.20	\$476.55	\$7.94
Garage Light Project	9/6/16	9/20/16	\$3,175	\$2,222.50	\$740.83	\$12.35
		<b>Total Expense</b>	<b>\$138,565.70</b>	<b>\$96,995.99</b>		<b>\$60.21</b>

Summary of items to pass through from original petition.

(5)

2018 JUN 11 AM



Centro Legal de la

Working for Justice  
Strengthening Community  
Since 1969

Leah Simon-Weisberg  
Centro Legal de la Raza  
Managing Attorney, Tenants' Rights Program  
3022 International Boulevard, Suite 410  
Oakland, CA 94601

## OAKLAND RENT ADJUSTMENT BOARD

*Westlake Partners LLC v. Tenants*; Case Number L17-0183

### Tenants' Response to Appeal

Tenant appellees (Tenants) respectfully submit their response to the appeal submitted by Landlord Appellant (Landlord). Please note that Tenants' counsel never received a copy of Landlord's Appeal. Rather, counsel learned of the appeal when Tenants brought it to her office on or about June 5, 2018. In an abundance of caution and despite Landlord's failure to serve their counsel, Tenants submit this response.

### **Facts, Procedural History, and Opinion Below**

Landlord filed its petition on July 25, 2017, seeking approval of rent increases based on capital improvement expenditures. Hearing Decision ("HD") at 2. At the hearing, the undersigned represented Tenants. *E.g., id.* at 1. An agent who appeared on Landlord's behalf, Anthony Rubio, was not familiar with the work done and was not involved with the subject property at the time it was done. *E.g., id.* at 2. At issue were alleged capital improvements in the following categories: fire alarm system, security, building exterior, front entry storefront work, front entrance concrete, dry-rot storefront, and garage work. *E.g., HD* at 3-5.

The hearing officer ruled in Landlord's favor in part, and against Landlord in part. HD at 10-12. The bulk of the hearing officer's findings against Landlord related to permitting issues. Specifically, the hearing officer found that "before a capital improvement pass-through can be granted, where required, an owner must establish that a permit was received and finalized." *Id.* at 8 (citing, *inter alia*, *Falcom v. Bostrom*, T13-0279 and *Ludwig v. Tenants*, L16-0038). The hearing officer allowed Landlord an additional seven days after the hearing to provide permit-related evidence. HD at 6. Landlord, however, failed before, during, or after the hearing to produce evidence of received and finalized permits in the following categories: fire alarm system, building exterior, garage work, front entrance concrete, storefront work, and dry-rot storefront. *Id.* at 10-12. In sum, Landlord failed to meet its burden of proof in several areas.

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2018 JUN 11 AM 11:26  
On or about May 18, 2018, Landlord filed the instant appeal, based on lack of substantial evidence and "other." Appeal at 1, 2. There is no explanation of what the "other" basis is. *See generally* Appeal. Landlord failed to serve a copy of the appeal on the undersigned. *Id.* at 3-6 (proof of service).

### Standard of Review

In order to succeed on an appeal based on insufficient evidence to support the decision, the appellant must establish that the factual findings by the hearing officer are not substantially supported by the evidence. In other words, the Landlord in the instant Appeal must demonstrate that the evidence presented at the hearing does not substantially support the Decision. *See* T00-0340, 0367, and 0368 *Knox v. Progeny Properties*; *see also* T03-0198 *Diamond v. Rose Ventures* (Hearing decision will not be overturned when based on witness credibility and supported by substantial evidence); *see also* T06-0181 *Pinnock v. Fong* (Board affirmed hearing decision which was supported by substantial evidence).

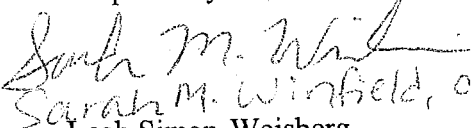
### The Decision is Substantially Supported by the Evidence

In this instance, Landlord bore the burden of proving that a rent increase is justified. *See, e.g.*, O.M.C. §§ 8.22.070 A.4, C.1. As relevant here, Landlord was required to show that, where permits were required, they were received and finalized. *E.g.*, *Falcom v. Bostrom*, T13-0279 and *Ludwig v. Tenants*, L16-0038. The hearing officer properly determined that Landlord failed to meet this burden in the following categories: fire alarm system, building exterior, garage work, front entrance concrete, storefront work, and dry-rot storefront. *Id.* at 10-12. None of the relevant evidence produced in this appeal and before the hearing officer allows the viewer to identify any specific permits, let alone whether any permits were finalized. *See generally* Appeal. For example, in an invoice Landlord provided dated July 22, 2016, the sole reference to any permit is "Permit Fee by City TBD." In essence, the lack of evidence in the record supports the hearing officer's determination that Landlord failed to meet its burden.

### Conclusion

Tenants respectfully submit that the hearing officer's decision rests on substantial evidence and therefore the Board should affirm the decision below. Moreover, even if the Board determines reconsideration of the evidence is necessary, the appropriate course of action is to remand the matter back to the hearing officer. *See* O.M.C. § 8.22.120 F.1.

Respectfully submitted,

  
Sarah M. Winfield, on behalf of  
Leah Simon-Weisberg  
Attorney for Tenants