

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

**May 16, 2019**

**7:00 P.M.**

**CITY HALL, HEARING ROOM #2  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA**

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
  - i. Appeal Hearing in Cases:
    - a. T18-0411, Lee v. Dixon
    - b. T18-0128, Aguirre et al. v. 2300 Fruitvale Avenue Property LLC;  
T18-0241, Aguirre et al. v. 2300 Fruitvale Avenue Property LLC
    - c. T17-0494, Worekneh v. Lankford;  
T18-0035, Worekneh v. Lankford;  
T18-0079, Worekneh v. Lankford
5. ADJOURNMENT

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

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

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

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

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

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

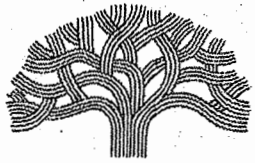
## CHRONOLOGICAL CASE REPORT

Case No.: T18-0411  
Case Name: Lee v. Dixon  
Property Address: 848 Erie St., #2, Oakland, CA  
Parties: Mary Lee (Tenant)  
Robert Dixon (Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 10, 2018
Administrative Decision mailed	November 1, 2018
Tenant Appeal filed	November 15, 2018

T18-0411 KM/BKB



CITY OF OAKLAND

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp

2018 AUG 10 PM 2:29

**TENANT PETITION**

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

**Please print legibly**

Your Name <b>Mary Lee</b>	Rental Address (with zip code) <b>848 Erie St. #2 Oakland, CA</b>	Telephone: <b>415-894-7262</b>
Your Representative's Name	Mailing Address (with zip code)	E-mail:
Property Owner(s) name(s) <b>Robert Dixon</b>	Mailing Address (with zip code) <b>PO BOX 71006 Oakland CA 94612</b>	Telephone:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	E-mail:

Number of units on the property: 4

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

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

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

<input checked="" type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input checked="" type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked 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).
<input checked="" type="checkbox"/> (f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 7/1/1982 Initial Rent: \$ 215 /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: 2014. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>12/24/17</u>	<u>2/1/18</u>	<u>\$ 528</u>	<u>\$ 578.35</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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:

T17-0070

**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.

Mary E. Lee  
Tenant's Signature

8/9/18  
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

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

**Mary Lee** <stewardess70@yahoo.com>

**To:** Mynd Team

**Cc:** Janette Miles, Dawn Wilson

Aug 10 at 1:35 PM

Dear Mynd Properties Personnel;

This e-mail is in response to your chronic demand for me to pay your illegally gotten rent raise since February 2018, and the reduction in rent as determined by Hearing Officer Stephen Kasdin.

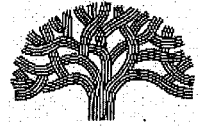
You have repeatedly not honored the City of Oakland's Rent arbitration process despite your attempts at appeal via a Remand Hearing, (which you sent three personnel, including Bentley Peabody) and a further appeal at a Board Hearing in which Janette Miles writes and files the case, but is represented by Bobby Pohl. The board's decision arrived by US mail on July 5, 2018. By the time of the decision's arrival, I had paid my July 2018 rent, as a result, I started it in August, 2018, yet you are still being disrespectful of the City of Oakland's Rent arbitration laws and the process. Please stop your harassment.

I know you have also received the board's decision. Further, while your remand hearing was based on, no notification of the hearing date, yet the Rent Arbitration Program had your refused returned envelopes that was presented to the hearing officer. So, if you are in the belief that the City of Oakland laws are not to be respected nor the Rent Arbitration Program, I would consider rethinking this, besides you are also paying half of the fees for this program.

I don't know why you would send me your ledger as another way to harass me. I am not your auditor.

000008





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

Department of Housing and Community Development  
Rent Adjustment Program

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

**ADMINISTRATIVE DECISION**

**CASE NUMBER:** T18-0411, Lee v. Dixon  
**PROPERTY ADDRESS:** 848 Erie St., No. 2  
Oakland, CA

**PARTIES:** Mary Lee Tenant  
Robert Dixon Owner

**SUMMARY OF DECISION**

The tenant's petition is dismissed.

**THE ISSUE**

1. Is the tenant's petition timely filed?

**INTRODUCTION**

**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 to allow resolution of disputes of material fact. 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.

Tenant Mary Lee filed a petition on August 10, 2018, contesting a rent increase from \$528.00 to \$578.35, effective February 1, 2018. Her petition states that she received the Notice of rent increase on December 24, 2017.

The tenant petition states that the tenant first received the Notice of the Existence of the Rent Adjustment Program (RAP) in 2014.

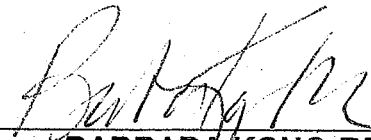
Rent Increase

The challenge to the rent increase is untimely. A tenant petition must be filed within 90 days of the date of service of a rent increase notice or the date the tenant first receives the RAP Notice, whichever is later.<sup>1</sup> The tenant petition states that the owner provided the RAP notice in 2014. The owner provided the tenant with a RAP notice with the rent increase effective February 2, 2018, on December 24, 2017. The challenge was not filed within the 90 day time period, is untimely and the tenant petition is dismissed.

**ORDER**

1. The Tenant Petition is dismissed.

Dated: October 31, 2018



---

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

---

<sup>1</sup>O.M.C. Section 8.22.090 (A) (2)

**PROOF OF SERVICE**  
**Case Number T18-0411**

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:

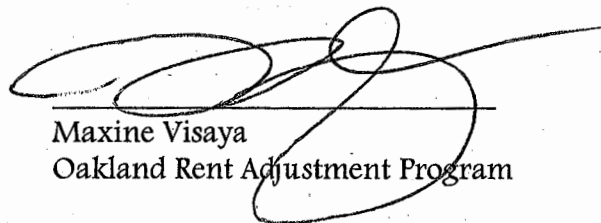
**Documents Included**  
Administrative Decision

**Owner**  
Robert Dixon  
P.O. Box 71006  
Oakland, CA 94612

**Tenant**  
Mary Lee  
848 Erie Street #2  
Oakland, CA 94610

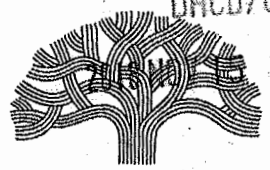
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.  
Executed on November 01, 2018 in Oakland, CA.

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

RECEIVED  
CITY OF OAKLAND  
DHCD/ONI

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM



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

For date stamp.  
2018 NOV 15 PM 4:46

CITY OF OAKLAND

**APPEAL**

Appellant's Name <i>MARY E. LEE</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>848-ERIE ST., #2 OAKLAND, CA 94610-2205</i>			
Appellant's Mailing Address (For receipt of notices) <i>848 Erie St. #2 Oakland, Ca. 94610-2205</i>		Case Number <i>718-0411</i>	Date of Decision appealed <i>NOV. 1, 2018</i>
Name of Representative (if any) <i>N/A</i>		Representative's Mailing Address (For notices) <i>N/A</i>	

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.) *Central legal was to attend hearing to explain "Good Cause" for delay of petition*
- g)  The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h)  Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
 I declare under penalty of perjury under the laws of the State of California that on Nov. 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>Name</b>	Robert & KRISTEN DIXON	
<b>Address</b>	40 Mynd Management	P.O. Box 71006
<b>City, State Zip</b>	OAKLAND, CA	94612
<b>Name</b>		
<b>Address</b>		
<b>City, State Zip</b>		

RECEIVED  
 CITY OF OAKLAND  
 ARBITRATION PROGRAM  
 20 NOV 15 PM 4:46

*Mary S. Lee*  
 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

*Nov. 15, 2018*  
 DATE

For more information phone (510) 238-3721.

## **IMPORTANT INFORMATION:**

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

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

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2018 MAY -2 PM 3:29

Case Number: T17-0070, Lee v. Dixon  
848 Erie St., #2 Oakland, CA  
Hearing Date: July 25, 2017  
Hearing Date: (Appeal by landlord) March 14, 2018  
Date of Decision: April 20, 2018  
Date of Inspection: September 5, 2017  
Date of Decision: September 25, 2017

Notice to Hearing Officer, Mr. Stephen Kasdin  
c/o Keith Mason/Analyst, Rent Adjustment Program

This is written in regard to your decision dated April 20, 2018.

1) I took another rent raise by the landlord, (not realizing that I should not have taken this). I was told that since there was an appeal, your decision is on hold currently and that it reverts to what it was. Besides, the property management company who currently accepts the rent, would not accept the new rent reduction, despite the hearing officer's decision faxed to them.

The rent that I have been paying is in fact \$578.35, rather \$565.35. Therefore, Mr. Kasdin's calculations shorted me of this amount, or should I just deduct \$10.00 further for 3 months?

Also, the date have passed, since you first issued this decision, therefore, can I just count months rather than go by passed dates?

2) The petition **was filed** within 90 days of the RAP notice included with the rent raise issued Dec 23, 2016. Otherwise, never was I ever made aware of filing a petition within 90 days of the 1<sup>st</sup> RAP notice given by a new landlord.

3) My petition was really about the landlord's banking. There should be no banking at all since the original landlord had raised rent all over the CPI, which was filed with Barbara Kong as the hearing officer. This was over a period of more than 30 years of overage of rent raises.

All the other windows are not fixed, but there temporary measures in place. The wood is warped and the locks on the window have been partially removed so they can close, as a temporary measure.

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2018 NOV 15 PM 4:46

1) Good Cause-for delayed filing of RAP petition

- a) I have repeatedly called and written to the RAP program for an answer from the analyst about the rent raise, it was to no avail. I got not answer, despite repeated voicemails to the analyst to this case T17-0070. The telephone calls were made around the time of the notification of the rent raise during a frozen period while we were waiting for the Remand Hearing or the Board Appeal hearing.
- b) For not knowing what else to do, I paid the illegal rent raise, effective February 1, 2018 at \$578.35.
- c) During the period between December up to current(August 10, 2018), I repeatedly told an Analyst about this rent raise which was not taken into consideration and the amounts being outside of the hearing decision made by Stephen Kasdin. I, even wrote a note with a copy of the rent raise to be put in file before the Remand hearing for the hearing officer, still it was not reviewed or considered. I was not allowed to speak by the hearing officer, please review tape session of remand hearing.
- d) Again, during the in between time of the board appeal, I again went to see an analyst for this rent raise problem and again put in a note about this matter in file and had seen Margaret during consultation time.
- e) Finally, I waited for the board appeal hearing to see if this matter was in the decision. I received by US mail on July 5<sup>th</sup> in the afternoon of the board appeal decision.
- f) Finally, on August 2, I had called and spoken to a Suzanne and she advised that I come on Monday morning to see an attorney, which I did and Monique from Central Legal advised that I write another Rent Adjustment Claim. August 9, 2018.
- g) Illegal rent raise given during a frozen period during the remand period or the board appeal period, in which everything is frozen and my rent reverted back to what it was before hearing decision until the hearings.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2018 NOV 15 PM 4:46

000016



## CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case Nos. & Names      T18-0128, Aguirre et al v. 2300 Fruitvale Property, LLC  
T18-0241, Aguirre et al v. 2300 Fruitvale Property, LLC


Property Address:      2300 Fruitvale Avenue, Oakland, CA

Parties:	Francisco Aguirre	(Tenant)
	Jennifer Siguenza	(Tenant)
	Lenissa Ramos	(Witness for Tenant)
	Jackie Zaneri	(Attorney for Tenant)
	Owen Jerez	(Owner)
	Angie Sandoval	(Attorney for Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (CASE T18-0128)	January 29, 2018
Tenant Petition filed (CASE T18-0241)	April 23, 2018
Owner Response filed (CASE T18-0128)	May 4, 2018
Owner Response filed (CASE T18-0241)	July 11, 2018
Hearing Decision mailed (for both cases)	December 28, 2018
Owner Appeal filed (for both cases)	January 17, 2019

T18-0128 RCE/EL

 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: <small>DATE RECEIVED</small> 2018 JAN 29 AM 9:01
	<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 Francisco Aguirre Jennifer Siguenza	Rental Address (with zip code) 2300 Fruitvale Ave. Oakland, CA 94601	Telephone: (510) 333-9587
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:  Email:
Property Owner(s) name(s) 2300 Fruitvale Avenue Property LLC	Mailing Address (with zip code) 201 13th St. #32353 Oakland, CA 94604	Telephone:  Email:
Property Manager or Management Co. (if applicable) Owen Jerez	Mailing Address (with zip code) (unknown)	Telephone:  Email:

Number of units on the property: 8

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

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

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

<input type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input 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)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 10/01/2007 Initial Rent: \$ 1050.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes  
 No

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

**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:

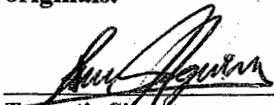
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

  
\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

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

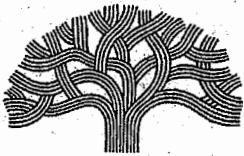
Tenant Petitioner: Francisco Aguirre & Jennifer Siguenza  
 2300 Fruitvale Avenue Oakland, CA 94601

**Addendum A-Decrease in Services**

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
<p>There is a parking lot next to our building and when we rented the unit, a parking spot was included with the rent.</p>	<p>On or about May 2017, the new landlord installed a gate around the parking lot. Later, in approximately June or August of 2017, we received a letter from the landlord explaining that to continue parking in the lot, we would need to pay a \$200 entrance fee and then a monthly fee of \$200. We could not afford this so we had to forfeit the space.</p>	<p>We contested this change when it happened but the landlord said he did not purchase the building with the lot.</p>	<p>Not fixed. We still do not have a parking space.</p>	<p>If the landlord is going to charge \$200 for the spot we think it is only fair that our rent be reduced \$200 so that we can pay the fee to keep our parking spot. As it stands, we have no space where we can reliably park and are often forced to park very far from our home.</p>

T18-0241 RE/ECL

RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2018 APR 23 PM 12:44

 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.  <div style="text-align: center; border: 1px solid black; padding: 5px;"><b>TENANT PETITION</b></div>
--	--	---

**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 Francisco Aguirre Jennifer Sigvenza	Rental Address (with zip code) 2300 Fruitvale Ave. Oakland, CA 94601	Telephone: 510-333-9587 E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:  Email:
Property Owner(s) name(s) 2300 Fruitvale Ave. Property LLC	Mailing Address (with zip code) 201 13th St. #32353 Oakland, CA 94604	Telephone:  Email:
Property Manager or Management Co. (if applicable)  Owen Jerez	Mailing Address (with zip code)	Telephone:  Email:

Number of units on the property: 8

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

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

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

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

Rev. 2/10/17

For more information phone (510) 238-3721.

1

Tenants request Spanish translator.

000023

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

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

Date you moved into the Unit: 10/01/2007 Initial Rent: \$ 650.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 03/20/2018. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
03/20/2018	06/11/2018	\$ 908	\$ 1095	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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:

T18-0128 Please consolidate with this new petition

**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

04-19-18  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

**VI. IMPORTANT INFORMATION:**

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

**File Review**

Your property owner(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

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

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

**Addendum A-Decrease in Services**

Note: I calculated the estimated value of loss of service by weighing how much each problem affected my health and safety of and my ability to live comfortably in the premises.

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
Missing one sliding door of shower and the other door is loose causing a lot of water to leak out	01/2010	10/2017	N/A	20%
30% of the ceiling and walls are cracked	10/2007	10/2017	N/A	25%
after fixing windows left wall around windows unpainted	08/2017	08/2017	N/A	20%

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For a stamp. RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2018 MAY -4 PM 3:02 <b>PROPERTY OWNER</b> <b>RESPONSE</b>
--	---

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

**CASE NUMBER T18-0128**

Your Name 2300 Fruitvale Avenue Property, LLC	Complete Address (with zip code) 5424 Sunol Blvd. Suite 10146 Pleasanton, CA 94566	Telephone: 510-485-9287 Email: my property manage mentcloud@gmail.com
Your Representative's Name (if any) Fried & Williams LLP	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Francisco Aguirre	Complete Address (with zip code) 2300 Fruitvale Ave. Oakland, CA 94601	
Property Address (If the property has more than one address, list all addresses) 2300 Fruitvale Avenue (2302, 2304 Oakland, CA 94601 and 2306)		Total number of units on property 8

3204 E. 23rd Street, Oakland CA 94601 (3206, 3208 + 32  
 Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00201723  
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  No  APN: 00201724  
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building: 5/10/2017

Is there more than one street address on the parcel? Yes  No

Type of unit (Circle One): House / Condominium / Apartment / room, or live-work

**I. JUSTIFICATION FOR RENT INCREASE** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

**II. RENT HISTORY** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on 1/1/2007

The tenant's initial rent including all services provided was: \$ 850.00 / month.

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

If yes, on what date was the Notice first given? 06-03-2017 Provided by our ownership.

Is the tenant current on the rent? Yes  No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>5/25/17</u>	<u>7/1/17</u>	\$ <u>850.00</u>	\$ <u>908.65</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

### III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:

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

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

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

### IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

### V. VERIFICATION

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

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

\_\_\_\_\_  
Date

4.20.18

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
MAY 10 2017 3:07

**Time to File**

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

**File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

**Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

**If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

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

\_\_\_\_\_  
Date

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



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

For date stamp:  
 RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2018 JUL 11 PM 3:08  
**PROPERTY OWNER**  
**RESPONSE**

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

**CASE NUMBER T18-0241**

Your Name 2300 Fruitvale Avenue Property LLC	Complete Address (with zip code) 5424 Sunol Blvd. Suite 10146 Pleasanton, CA 94566	Telephone: 510-485-9287 Email: mypropertymanagementcloud@gmail.com
Your Representative's Name (if any) Fried & Williams LLP Clifford E. Fried, Esq. Angelica A Sandoval, Esq.	Complete Address (with zip code) 1901 Harrison Street 14th Floor Oakland, CA 94612	Telephone: 510-625-0100 Email: asandoval@friedwilliams.com
Tenant(s) Name(s) Francisco Aguirre	Complete Address (with zip code) 2300 Fruitvale Ave. Oakland, CA 94601	
Property Address (If the property has more than one address, list all addresses) 2300, 2302, 2304 & 2306 Fruitvale Avenue 3204, 3206, 3208 & 3210 E. 23rd Street		Total number of units on property 8

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00201723  
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  No  APN: 00201724  
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 5 /10 /2017

Is there more than one street address on the parcel? Yes  No .

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

**I. JUSTIFICATION FOR RENT INCREASE** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent



Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

**II. RENT HISTORY** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on January 1, 2007.

The tenant's initial rent including all services provided was: \$ 850.00 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes X No      I don't know     

If yes, on what date was the Notice first given? January 3, 2017

Is the tenant current on the rent? Yes X No     

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
<u>5/25/2017</u>	<u>7/1/2017</u>	<u>\$ 850.0</u>	<u>\$ 908.65</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**III. EXEMPTION**

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2018 JUL 11 PM 3:08

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

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

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.


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

**IV. DECREASED HOUSING SERVICES**

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

**V. VERIFICATION**

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

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

7-10-2018  
Date

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

**IMPORTANT INFORMATION:**

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROG. 11

**Time to File**

2018 JUL 11 PM 3:08

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

**File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

**Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

**If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

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

\_\_\_\_\_  
Date

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBERS:** T18-0128, T18-0241.  
Aguirre et al. v. 2300 Fruitvale Ave  
Property, LLC

**PROPERTY ADDRESS:** 2300 Fruitvale Avenue, Oakland, CA

**DATE OF HEARING:** October 08, 2018

**DATE OF DECISION:** November 30, 2018

**APPEARANCES:** Francisco Aguirre, Tenant  
Jennifer Siguenza, Tenant  
Lenissa Ramos, Witness for Tenant  
Jackie Zaneri, Attorney for Tenant  
Owen Jerez, Owner  
Angie Sandoval, Attorney for Owner  
Alexis Esparza, Witness for Owner  
Juan Reyes, Witness for Owner  
Xavier Johnson, Observer

**SUMMARY OF DECISION**

The Tenant's petition is granted, in part.

//

000036

## INTRODUCTION

The tenant filed the petition in T18-0128 on January 29, 2018, alleging that the owner is providing fewer housing services than previously or is charging for services originally paid by the owner, parking.

The owner filed a timely response on May 4, 2018.

The tenant filed the petition in T18-0241 on April 23, 2018, contesting the rent increase from \$908.65 to \$1,695.00, effective June 1, 2018, on the following grounds:

- Rent Increase Exceeds CPI<sup>1</sup> or more than 10%;
- No Pre-Approval of Increase;
- No Concurrent RAP Notice;
- No RAP Notice at Inception or 6 Months Prior;
- Rent Increase Violates State Law;
- The rent increase is the second increase in a 12-month period; and
- The increase was not calculated correctly.

The petition also alleged that there was a current health, safety, fire, or building code violation in the subject unit, or that there were serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance.

The owner filed a timely response on July 11, 2018.

At the onset of the hearing, the petition dismissed the claim for decreased housing service in T18-0241. During the hearing, the petitioner dismissed the claim for decreased housing services in T18-0128.

The hearing proceeded only on the issue of the rent increase, effective June 1, 2018, as filed in T18-0241.

//

//

---

<sup>1</sup> Consumer Price Index

## ISSUE(S) PRESENTED

1. When, if ever, were the tenants given written notice of the Rent Adjustment Program (RAP Notice)?
1. Is the rent increase valid?
2. What is the allowable rent?

## EVIDENCE

### Rental History

The subject unit was initially rented by Francisco Aguirre in 2006, for an initial monthly rent of \$700.00 per month.

The tenant, Jennifer Siguenza, testified that she currently lives in the subject unit and has lived there continuously for 12 years, since October 1, 2006. She moved into the unit with her partner, Francisco Aguirre. Initially, both tenants signed a lease with the prior owner. She was signatory on the lease with the prior owner. She no longer has a copy of the lease from 12 years ago. She lives in the subject unit with their two daughters, who are 13 and 5 years old.

The tenant testified that they did have a separation in their relationship, for two months, but are now back together. The tenant testified that she was removed from the lease because the new owner did not put them both on the lease. The tenant requested to be put on the lease because when the current owner purchased the building, they were separated, and the male tenant was not living in the subject unit. The tenant testified that she did not consent to the second lease.

The tenant, Francisco Aguirre, testified that he currently resides in the subject unit. He sleeps there. He also works a lot and travels for work out of the area. The new owner installed cameras, so he tries not to be away more than two days and has not gone to another state for work since the cameras were installed.

He moved into the unit on September 28, 2006, and Jennifer moved a week later, in October 2006. Initially, both tenants signed the lease with the owner. He testified that Jennifer pays the rent because he travels for work. He admitted that

they were separated for two months and that during that time he went to work in Los Angeles. During that two months, he did not have a new address. When working in Los Angeles he slept in his car. They have since gotten back together.

He received several notices from the current owner to vacate the unit. He currently works as a welder and has so for the last twenty years. His work requires him to travel. He doesn't have a set place to work. He works for the union and used to go where they send him. He has always traveled for work. He worked in Arizona for eight months and in Los Angeles for four months. Some companies give him a ticket to come home every two weeks to see his family.

His work travel has changed. He drives more now so that the cameras can see that he is there. He is worried that the owner wants to take their apartment away. He was supposed to go to Seattle but didn't. He changed the amount he travels for work.

He has four children in total. The two children that live in the subject unit are his daughters. The other two children he has are boys.

He did not talk to the new owner about his new family. He talked to him on the phone about the increased rent. He has other children to support. The tenant requested that the rent only increase to \$1,200.00 for the apartment because that's as much as he can afford.

He signed a new lease with Alex in May 2017.<sup>2</sup> The new lease indicates that the rent is \$850.00 per month. The tenant did not think he had a choice in signing the lease. Alex told him that everything was going to be fine. He signed, and a month later he started getting notices about vacating the unit. He did not think that he had a choice but to sign the lease as presented

The evidence establishes that the owner issued a rent increase from \$850.00 to \$908.65, per month, effective July 1, 2017. The evidence established that tenant was served a rent increase on March 19, 2018, which increased the monthly rent to \$1,695.00, effective June 1, 2018.

The tenant's witness testified that she met both tenants because they are friends of her family and that she used to work with the female tenant. They have been

---

<sup>2</sup> Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection. Exhibit N was admitted into evidence over the objection.

friends for five years. She knows her to have lived the past five years in the subject unit. She has visited the tenants in their home, the first time in December 2017. She has visited several times. When they worked together, she would sometimes pick up the female tenant and drop her off. The witness lives in Oakland. She provided her address and testified that she lives with her husband.

The owner testified that he purchased the property May 2017. He indicated that at the time he acquired the property, it had a serious amount of deferred maintenance. There was trash strewn around, there were oil tanks, and the garages were not suitable for parking.

He testified that he did not accept the male tenant's offer to pay \$1,200.00 per month. The owner further testified that there are cameras on the perimeter of the building, with one camera in the lobby pointing outside. He said that he sees the female tenant at the property, and also sees the tenant's witness, Ms. Ramos. Ms. Ramos opens the door, to the subject unit, when they come to repair or enter the unit. They have found bedding in the living room and observed two children, about 5 and 10 years old. He admitted the children he has observed are the tenant's children.

He testified that he found out that the female tenant was living there around May/June last year. He did not receive a lease from the prior owner for them. He reviews every lease if obtained from the prior owner. Often he must trust the tenants to cooperate. He reviewed the documents the agents provided.

The witness for the owner testified that he started working with the owner when he purchased the building. He is the assistant and does cleaning around the building on Tuesday, Wednesday, Thursday, Wednesday and sometimes Friday. Generally, he arrives at 2:00 pm.

He testified that he met the male tenant once when he signed the new lease agreement in June 2017. Before signing the lease, he did not give the tenant a copy to review. He testified that he was not authorized to allow the tenant to make changes to the lease. At the time the tenant signed the lease, he did tell him that Jennifer lived there as well.

He testified that the female tenant lives at the property. He further testified that he sees her dropping off her daughters, weekday, Monday to Friday.

//



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

### **When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?**

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy<sup>3</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>4</sup>

The tenants' testimony that they were not given a copy of the RAP Notice when they signed the lease in 2006 is undisputed. Moreover, the testimony of the tenants and owner establish that the male tenant executed a new lease on June 3, 2017. At that time, male tenant executed a RAP Notice and was given a copy both the lease and the RAP Notice. Accordingly, the male tenant was first given written notice of the RAP Program at the inception of the May 29, 2017 tenancy.

### **Is the increase valid?**

The Ordinance provides "An Owner may increase the Rent on a Covered Unit occupied continuously by the same Tenant only once in a 12-month period."

The uncontroverted evidence is that the tenants' rent was increased effective July 1, 2017.<sup>5</sup> Accordingly, any rent increase before July 1, 2018, is invalid. Here, the increase in question was served with an effective date of June 1, 2018.<sup>6</sup> Therefore, the rent increase from \$908.65 to \$1,695 is invalid. Accordingly, the allowable rent remains \$908.65.

## **ORDER**

1. Petition T18-0128 is dismissed pursuant to the tenant's withdrawal of the claim of decreased housing services.
2. Petition T18-0241 is granted, in part.
3. The current legal rent for the subject unit is \$908.65

---

<sup>3</sup> O.M.C. § 8.22.060(A)

<sup>4</sup> O.M.C. § 8.22.070(H)(1)(A)

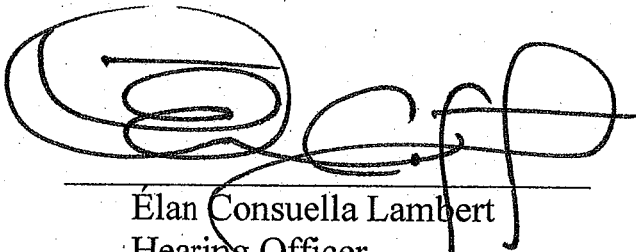
<sup>5</sup> Exhibit B.

<sup>6</sup> Exhibit I.

4. Nothing in this order prevents the owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 6 months after the tenant is served with the RAP Notice.

**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: November 29, 2018



---

Elan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T18-0128**

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**

2300 Fruitvale Avenue Property LLC  
5424 Sunol Blvd Ste 10146  
Pleasanton, CA 94466

**Owner Representative**

Angelica Sandoval  
Fried & Williams LLP  
1901 Harrison Street 14th Floor  
Oakland, CA 94612

**Tenant**

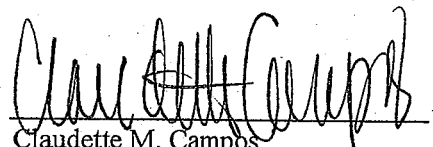
Francisco Aguirre  
2300 Fruitvale Avenue  
Oakland, CA 94601

**Tenant Representative**

Micaela Alvarez  
Centro Legal De La Raza  
3022 International Blvd Ste 410  
Oakland, CA 94601

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

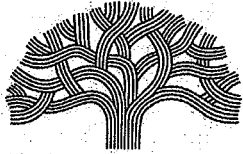
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.  
Executed on **December 28, 2018** in Oakland, CA.

  
\_\_\_\_\_  
Claudette M. Campos  
Oakland Rent Adjustment Program

000043

(KR)

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION 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  
2019 JAN 16 PM 9:26  
2019 JAN 17 4:30pm

**APPEAL**

<b>Appellant's Name</b> 2300 Fruitvale Ave. Property LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 2300 Fruitvale Ave., Oakland, CA			
<b>Appellant's Mailing Address (For receipt of notices)</b> 2300 Fruitvale Avenue Property LLC 5425 Sunol Blvd. Ste. 10146 Pleasanton, CA 94466		<b>Case Number</b> T18-0241, T18-0128	
		<b>Date of Decision appealed</b> November 29, 2018	
<b>Name of Representative (if any)</b> Clifford E. Fried, Esq. Angelica Sandoval, Esq.		<b>Representative's Mailing Address (For notices)</b> Fried & Williams LLP 1901 Harrison Street 14th Floor 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.

2019 JAN 17 PM 6:31

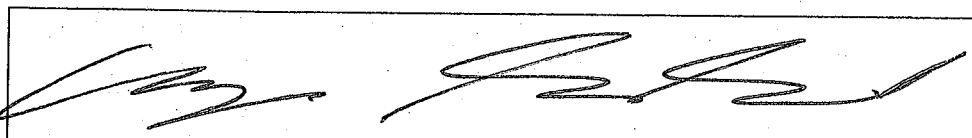
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 6.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
I declare under penalty of perjury under the laws of the State of California that on January 17, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Francisco Aguirre
<b>Address</b>	2300 Fruitvale Avenue
<b>City, State Zip</b>	Oakland, CA 94601
<b>Name</b>	Jennifer Siguenza
<b>Address</b>	2300 Fruitvale Avenue
<b>City, State Zip</b>	Oakland, CA 94601

SEE ATTACHMENT FOR ADDITIONAL ADDRESSES SERVED

	January 17, 2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

2019 JAN 17 PM 4:31

**IMPORTANT INFORMATION:**

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

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

For more information phone (510) 238-3721.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

ATTACHMENT

2019 JAN 17 PM 4:31

Francisco Aguirre  
1423 15<sup>th</sup> Street  
Oakland, CA 94607

City of Oakland Rent Adjustment Program, Case No. T18-0241 and T18-0128 (T18-0241 and T18-0128 were consolidated and evidence from T18-0241 is applicable. Such evidence is attached as an exhibit.)

Appeal of Landlord 2300 Fruitvale Ave. Property LLC/Owen Jerez

Date of Hearing Decision: November 30, 2018

## GROUND FOR APPEALING THE DECISION

### A. INTRODUCTION

Francisco Aguirre ("Tenant Aguirre") and Jennifer Siquenza ("Occupant Siquenza") petitioned the rent board contesting a rent increase from \$908.65 to \$1,695.00. The hearing was on October 8, 2018.

2300 Fruitvale Avenue Property LLC is the owner of the real property commonly known as 2300 Fruitvale Avenue, Oakland, CA 94601 (the "premises"). On or around October 2006, Respondent's predecessor-in-interest rented the Premises to Tenant Aguirre. Appellant became the owner of the premises on May 2017.

After being informed by Tenant Aguirre that he has vacated the premises, Appellant served a Costa Hawkins rent increase notice on Occupant Siquenza. The rent increase was to become effective June 1, 2018.

### B. ARGUMENTS

#### 1. **The Decision Is Inconsistent with the Oakland Municipal Code, RAP Regulations, or Prior Decisions of the RAP Board.**

The Costa-Hawkins Rental Housing Act (CH Act) (Civ. Code § 1954.50 et seq.; codified in the Oakland Municipal Code 8.22.080(d)) provides that "[n]otwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit." Civ. Code § 1954.53, subd. (a). At subd. (d)(2) the CH Act states:

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. [Emphasis added.]

The Legislature intended the words "original occupant or occupants" to refer to a party to the rental agreement with the owner. It is not referring to subtenants or assignees. The words of the statute show that Legislature sought to protect tenants, *who signed a rental agreement*, from excessive rent increases that might be protected under a local rent control ordinance. Nothing in the statutory scheme indicates that Legislature sought



to protect people who did not sign the rental agreement, such as subtenants or assignees.

The Decision of the Hearing Officer in this case is inconsistent with Oakland's laws because the when an original occupant has vacated the property owner is permitted to establish the rent. In this case, Tenant Aguirre vacated and no longer lives at the property. Tenant Aguirre testified that he works for the union, as a welder, works in Los Angeles and Arizona and has contemplated a job in Seattle. See Hearing Decision page 4, ¶ 2. It is hard to believe, that there are not sufficient welding jobs in the Bay Area and that Tenant Aguirre's union would send him to jobs in other states and other cities in California. Additionally, Occupant Siguenza testified that Tenant Aguirre did not live at the premises when Appellant purchased the building. See Hearing Decision page 3, ¶ 3.

## **2. The Decision Is Inconsistent with Decisions Issued By Other Hearing Officers.**

An Appellate Decision in the matter of T14-0020, *Ramos v. Sonstein* (decided on April 23, 2015) held an owner may raise rent to market after the last original tenant moves out; a subtenant who **did not have his own agreement** with the owner is not an original tenant.

The facts in T14-0020 are similar as the facts in our case and establish a precedent for the issue being presented in this appeal. This main issue is the same in both cases. In both cases, the primary tenant moved into the property pursuant to a rental agreement. The primary tenant moves out and a sub-tenant, in this case Occupant Siguenza, moves in. After the primary tenant moves out, the property owner issues a Costa Hawkins rent increase.

In both cases, there was no written agreement showing that the sub-tenant had a written agreement with the property owner. To the contrary, the property owner in this case submitted evidence naming only Francisco Aguirre as the tenant when property was purchased by Appellant. Although Occupant Siguenza testified that she moved in and signed a lease; she presented NO evidence to that effect. The evidence submitted, included bank statements, employment applications, showing her at the property as early as July 2008, not October 2006.

## **3. The Decision Violates Federal, State, or Local Law.**

The Hearing Decision violates the California Contract Law.

Under the Uniform Commercial Code, adopted in California as Commercial Code Section 3-309, Occupant Siguenza can only enforce a lost instrument if three prerequisites are satisfied.

1. the person was in possession of the instrument and entitled to enforce it when loss of possession occurred;

2. the loss of possession was not the result of a transfer by the person or a lawful seizure; and
3. the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person who cannot be found or is not amenable to service of process.

Occupant Siguenza has not met the first burden. She has not demonstrated by substantial evidence that she is entitled to enforce the lease. Appellant has submitted evidence contradicting Occupant Siguenza's testimony.

#### **4. The Decision Is Not Supported by Substantial Evidence.**

There is no finding based on substantial evidence that Mr. Aguirre currently resides at the property and that Ms. Siguenza is a tenant under a written agreement

##### **Francisco Aguirre**

The record shows that Mr. Aguirre notified Appellant's assistant that he no longer lives at the property. Mr. Aguirre offered to pay \$1,200.00 per month. See Hearing Decision page 5, ¶ 3; This offer was made following a conversation between Appellant's assistant and Tenant Aguirre. Tenant Aguirre made this offer in exchange for Occupant Siguenza be allowed to stay at the property after he vacates. Appellant did not accept this offer.

The record shows that Ms. Aguirre makes visits to the property so that the cameras at the perimeter of the premises can show he is there. He also testified that he works in Arizona, Los Angeles and has contemplated a job in Seattle and at times his job, union job, pays for his plane ticket to visit his family. See Hearing Decision page 4, ¶ 2. Tenant Aguirre's testimony is questionable. There is no substantial evidence showing that he current lives there.

##### **Jennifer Siguenza**

Appellant submitted evidence of a letter from their broker stating Tenant Aguirre as the only tenant that previous owner had a lease with for this unit. Attached hereto as Exhibit A is Property Owner Submission of evidence C from T18-0128. Occupant Sigueza's testimony directly contradicts this writing. Additionally, Occupant Siguenza testified that she signed the agreement (in which she no longer has a copy of) but then moved in a week later. None of the evidence submitted by Occupant Siguenza demonstrates that she was at the premises at the time of lease, or October 2006. The evidence submitted, shows Occupant Siguenza at the property as early as July 2008.

Thus, the Hearing Officer's decision is not based by substantial evidence. There are too many inconsistencies.

**C. CONCLUSION**

2019 JAN 17 PM 4:31

The Hearing Decisions is not conclusive; there was no substantial evidence presented at the hearing to make the determination that Tenant Aguirre still resides at the property and that Occupant Siguenza is an original occupant. Tenant Aguirre's testimony is unpersuasive and Occupant Siguenza has not met her burden to show she was a tenant at the start of the tenancy. This Decision forces an owner to accept an occupant as an original tenant and denies a property owner their right to lawfully raise the rent.

The Appeal should be granted, and the Tenants Petition denied on appeal, or the case should be remanded, and evidence reconsidered.

July 9, 2018

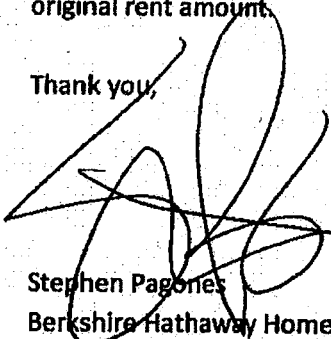
2019 JAN 17 PM 4: 31

To whom it may concern:

This letter is to confirm that as part of the purchase process of 2300 Fruitvale Avenue, Oakland CA 94601 the buyers, 2300 Fruitvale Avenue Property, LLC, were able to confirm the following with the sellers:

1. The 3 parking garages for this building were in the possession of the owner and there was no authorized tenant parking at the building nor verbal agreements for parking.
2. There were no prior rent increases provided to the tenants and all increases were banked. The rent amount for the tenant in unit #2300, Francisco Aguirre, was \$850.00 and this rent amount was the original rent amount.

Thank you,



Stephen Pagones  
Berkshire Hathaway Home Services  
885 Island Drive, Ste 200  
Alameda, CA 94502

**EXHIBIT A**

000052

## CONSOLIDATED CHRONOLOGICAL CASE REPORT

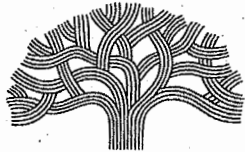
Case Nos. & Names      T17-0494, Worekneh v. Lankford  
                                 T18-0035, Worekneh v. Lankford  
                                 T18-0079, Worekneh v. Lankford

Property Address:      2116 High Street, Unit #6, Oakland, CA

Parties:                    Muluken Worekneh      (Tenant)  
                                 Leah Simon-Weisberg    (Attorney for Tenant)  
                                 No appearance by Owner

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (CASE T17-0494)	August 28, 2017
Tenant Petition filed (CASE T18-0035)	December 13, 2017
Tenant Petition filed (CASE T18-0079)	January 30, 2018
No Owner Responses filed (All Cases)	-----
Hearing Decision mailed (All Cases)	December 13, 2018
Owner Appeal filed (All Cases)	December 26, 2018
Tenant Summary Submitted	January 14, 2019



CITY OF OAKLAND

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

RECEIVED  
CITY OF OAKLAND  
For date stamp on PROGRAM  
2017 AUG 28 PM 12:35

**TENANT PETITION**

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

Please print legibly **T17-0494 MS/BC**

Your Name <b>Muloken D. Worekneh</b>	Rental Address (with zip code) <b>2116 High St, #6 Oakland, CA 94601</b>	Telephone: <b>(510) 228-5984</b>
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) <b>Lavette Lankford</b>	Mailing Address (with zip code) <b>1016 Arlington Ave. Oakland, CA 94608</b>	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 8

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

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

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

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input 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.

Rev. 7/31/17

For more information phone (510) 238-3721.

1

\* I request an Amharic interpreter.

000054

RECEIVED  
CITY OF LOS ANGELES

APR 29 PM 12:35

(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: March 1, 2014 Initial Rent: \$ 1,100.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
AUG 28 PM 4:35

\* 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:

T17-0103

**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:

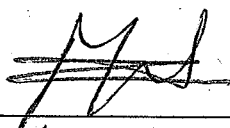
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

8-25-2017

Date

[Empty signature line]

[Empty signature line]



AUG 28 PM 2:35

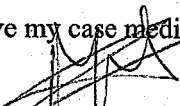
**V. MEDIATION AVAILABLE:** Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

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

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

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

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

8-25-2017  
Date

**VI. IMPORTANT INFORMATION:**

**Time to File**

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

**File Review**

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

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

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

RECEIVED  
CITY OF SEATTLE  
RENT ARBITRATION PROGRAM


Tenant Petitioner: Muluken D. Worekneh

2017 AUG 28 PM 12: 35

Landlord is trying to impose a fee for parking in the amount of \$75.00. Parking has always been included at no additional cost. Landlord has threatening that he will tow my car if I do not pay \$75.00 in additional to my rent. I believe the landlord is retaliating against me because I filed a RAP petition which lowered by rent and specifically denied the increase for parking.

000058

T18-0035 MS/SK

 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: 2017 DEC 13 AM 10:31 <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 Muluken D. Worekneh	Rental Address (with zip code) 2116 High St. #8 Oakland, CA 94601	Telephone: 510-228-5984 E-mail:
Your Representative's Name	T lives in #6 - This is mistake	Telephone:
Property Owner(s) name(s)		Telephone:
Property Manager or Management Co. (if applicable) Lurette Lankford	Mailing Address (with zip code) 1016 Arlington Ave. Oakland, CA 94608	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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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

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

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

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

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

Date you moved into the Unit: March 1, 2014 Initial Rent: \$ 1,100.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>11/23/17</u>	<u>1/1/18</u>	<u>\$ Landlord</u>	<u>\$</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<u>\$ just said 10%</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$ increase</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<u>\$</u>	<u>\$</u>	<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:

TH-0494; TH-0103

**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:

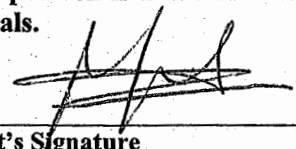
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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.

x   
Tenant's Signature

12/7/17  
Date

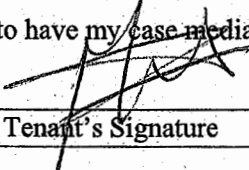
**V. MEDIATION AVAILABLE:** Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

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

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

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

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

\_\_\_\_\_  
Date 12/17/17

**VI. IMPORTANT INFORMATION:**

**Time to File**

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

**File Review**

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

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

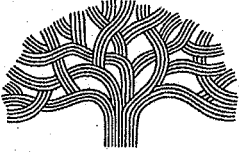
- \_\_\_\_\_ Printed form provided by the owner
- \_\_\_\_\_ Pamphlet distributed by the Rent Adjustment Program
- \_\_\_\_\_ Legal services or community organization
- \_\_\_\_\_ Sign on bus or bus shelter
- \_\_\_\_\_ Rent Adjustment Program web site
- \_\_\_\_\_ Other (describe): \_\_\_\_\_

Tenant Petitioner  
 Muluken D. Worekneh  
 2116 High St., #6  
 Oakland, CA 94601

**Addendum A-Decrease in Services**

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
1. Water Damage in Dining room area.	April 2017	Tenant notified landlord verbally in June 2017.	Not fixed.	12%
2. Water Damage in Bathroom near mirror.	April 2017	Tenant notified landlord verbally in June 2017.	Not fixed.	10%

T18-0079 MS/BC

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: FEB 2 09  <b>TENANT PETITION</b>
--	--	---

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

Please print legibly

Your Name <i>Maluken Worekneh</i>	Rental Address (with zip code) <i>2116 High St. #8 Oakland, CA 94601</i>	Telephone: <i>510-228-5984</i>
		E-mail:
Your Representative's Name <i>Leah Simon-Weisberg</i>	Mailing Address (with zip code) <i>3022 International Blvd Oakland, CA 94601</i>	Telephone: <i>510-827-1170</i>
		E-mail:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
		E-mail:
Property Manager or Management Co. (if applicable) <i>Lavett Lankford</i>	Mailing Address (with zip code) <i>1016 Arlington Ave. Oakland, CA 94608</i>	Telephone:
		E-mail:

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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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

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

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input checked="" type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input 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.

*Tenant needs an Amharic interpreter.*



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

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

Date you moved into the Unit: March 1, 2014 Initial Rent: \$ 1,100.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
1/3/18	4/1/18	\$ 1100	\$ 1400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11/23/17	1/1/18	\$ 1150	\$ 1210	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10/2/16	12/1/16	\$ 1225	\$ 1525	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3/1/5	3/1/5	\$ 1,150	\$ 1,225	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3/1/4	3/1/4	\$ 1,100	\$ 1,150	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T17-0103, T17-0494

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? [X] Yes [ ] No
Have you lost services originally provided by the owner or have the conditions changed? [X] Yes [ ] No
Are you claiming any serious problem(s) with the condition of your rental unit? [X] 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).

already complained of in prior petition.

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

01/30/18
Date

[Empty rectangular box]

[Empty rectangular box]

000066

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

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

2019 JAN 14 PM 4: 34

1 Sarah M. Winfield, SBN 313198  
2 CENTRO LEGAL DE LA RAZA  
3 3022 International Boulevard, Suite 410  
4 Oakland, CA 94601  
5 Phone: (510) 274-2408  
6 Fax: (510) 437-9164  
7 swinfield@centrolegal.org  
8 Attorney for Tenant Muluken Worekneh

7 **Case Nos:** T17-0494, T18-0035, T18-0079  
8 **Appeal Hearing Date:** TBD  
9 **Case Title:** Worekneh v. Lankford  
10 **Property Address:** 2116 High Street, #6, Oakland, CA

11 **Facts and Procedural History**

12 At issue in this appeal is a hearing decision issued on December 12, 2018, regarding three  
13 petitions. First, tenant Muluken Worekneh ("Tenant") filed petition T17-0494 on August 28,  
14 2017, contesting decreased housing services relating to the imposition of a parking charge of  
15 \$75.00 per month. Second, Tenant filed petition T18-0035 on December 13, 2017, contesting  
16 (1) a ten percent rent increase imposed by his landlord, LaVette Lankford ("Owner"); and (2)  
17 decreased housing services associated with water damage in the dining area and bathroom.  
18 Finally, Tenant filed petition T18-0079 on January 30, 2018, alleging the existence of a current  
19 health, safety, fire, or building code violation and decreased housing services. On December 12,  
20 2018, the Hearing Officer issued an order granting Tenant's petitions in part.

21 As the Hearing Officer noted in her December 12, 2018 decision, Owner sent multiple  
22 letters to the Rent Adjustment Program, but never filed a written response on the proper form in  
23 any of the cases at issue.<sup>1</sup> Moreover, despite ample notice, Owner failed to appear at the initial  
24 hearing on these petitions, which occurred on June 8, 2018.<sup>2</sup> When Owner asserted that she did  
25 not attend the June 8, 2018 hearing because she thought the Rent Adjustment Program had

26 <sup>1</sup> See Decision p. 2.

27 <sup>2</sup> See Decision p. 3-4.

1 continued it to August 2018, the Hearing Officer set another hearing for August 23, 2018.<sup>3</sup> The  
2 order setting the hearing provided Owner an opportunity to file responses and to demonstrate  
3 good cause for her failure to appear at the June 8, 2018 hearing, as well as her failure to file  
4 timely responses to the petitions at issue.<sup>4</sup> Nonetheless, Owner failed to file any responses and  
5 did not appear at the August 23, 2018 hearing.<sup>5</sup>  
6  
7

8 The Hearing Officer ultimately found that Tenant's base rent is \$1,100 per month.<sup>6</sup>  
9 Additionally, she found that Tenant is entitled to an ongoing rent decrease of ten percent  
10 (\$110.00) because of a leak in his unit, making his current legal rent \$990.00 per month.<sup>7</sup> The  
11 Hearing Officer further found that Tenant is entitled to \$7,450.00 in restitution; this amount  
12 arises from previously awarded restitution that has not been repaid, as well as ongoing decreased  
13 services and overpayments forming the basis of the three petitions currently at issue.<sup>8</sup> The  
14 Hearing Officer also determined that Tenant has never received a notice of the Rent Adjustment  
15 Program.<sup>9</sup> Conclusive findings from a previous hearing decision upheld by the Housing,  
16 Residential Rent and Relocation Board ("HRRRB"), Tenant's sworn testimony, Tenant's  
17 documentary evidence, and the Hearing Officer's personal observations during an inspection  
18 formed the basis of the Hearing Officer's decision.<sup>10</sup>  
19  
20  
21  
22

23 On December 26, 2018, Owner filed an appeal with the Rent Adjustment Program.

24 Owner contends that the decision violates federal, state, or local law, that the decision is not  
25  
26  
27

28 <sup>3</sup> See Decision p. 4.

<sup>4</sup> See Decision p. 4.

<sup>5</sup> See Decision p. 4.

<sup>6</sup> See Decision p. 7 and Case No. T17-0103.

<sup>7</sup> See Decision p. 8.

<sup>8</sup> See Decision at 7-9.

<sup>9</sup> See Decision p. 7.

<sup>10</sup> See Decision p. 5-7 and Case No. T17-0103.

2019 JAN 14 PM 4:36  
CITY OF CLEVELAND  
RECORDING

000069

1 supported by substantial evidence, and that Tenant is lying.<sup>11</sup> For the reasons below, Tenant  
2 respectfully requests that Owner's appeal be denied.  
3

4 Argument

5 Owner Fails to Demonstrate that the Hearing Officer's Decision Violates Local, State, or  
6

7 Federal Law

8 Owner's appeal is vague, but she appears to contend that the Hearing Officer's decision  
9 violates federal, state, or local law, because she believes that a 60-day notice, per state law, is  
10 sufficient on its own to impose a rent increase.<sup>12</sup> Owner fails to meet her burden of clearly  
11 setting forth the rationale for her contention that the Hearing Officer's decision does not comply  
12 with the law.<sup>13</sup> Moreover, she ignores local law regarding how to notice rent increases, and how  
13 much a property owner can increase a tenant's rent. The Board should reject Owner's argument.  
14

15 Owner Improperly Asks the Board to Conduct an Evidentiary Hearing and the Hearing Officer's  
16

17 Decision is Supported by Substantial Evidence

18 In contending that substantial evidence does not support the Hearing Officer's decision,  
19 Owner appears to rely on vague assertions that Tenant is lying.<sup>14</sup> Once again, Owner fails to  
20 meet her burden of clearly setting forth the rationale for her appeal.<sup>15</sup> Moreover, Owner received  
21 notice and multiple opportunities to respond to the petitions at issue, yet failed to do so.<sup>16</sup> Owner  
22 is now improperly asking the Board to consider new evidence in the form of her testimony at an  
23 appeal hearing and the factual contentions in her moving papers.<sup>17</sup> Further, substantial evidence  
24 supports the Hearing Officer's decision, as she considered conclusive findings from a previous  
25  
26  
27  
28

<sup>11</sup> See Appeal at 1-2.

<sup>12</sup> See Appeal p. 1, 4.

<sup>13</sup> See O.M.C. Reg. 8.22.120 A.1.

<sup>14</sup> See Appeal p. 1, 4-5.

<sup>15</sup> See O.M.C. Reg. 8.22.120 A.1.

<sup>16</sup> See Decision p. 2-4.

<sup>17</sup> See O.M.C. Reg. 8.22.120 F.

RECEIVED  
CITY OF DAVENPORT  
HRI ARBITRATION DEPT. 11  
2019 JAN 14 PM 4:36

1 case, credible testimony, documentary evidence including photographs and rent receipts, and  
2 personal observations from her own inspection of Tenant's unit.<sup>18</sup> The Board should find that  
3 substantial evidence supports the Hearing Officer's decision.  
4

5 **Conclusion**

6 In light of the aforementioned, Tenant respectfully requests a ruling that upholds the  
7 December 12, 2018 hearing decision because:  
8

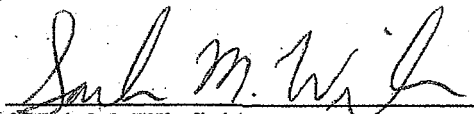
- 9 (1) The Hearing Officer's decision does not violate local, state, or federal law; and  
10  
11 (2) The decision is supported by substantial evidence.

12 Additionally, this appeal should be resolved on an expedited basis. Owner has a history of  
13 filing appeals in cases brought by Tenant and then failing to appear for the appeal hearings.  
14

15 Moreover, Owner recently mailed a letter to the undersigned's office stating that she does not  
16 "have to answer to you or [the] rent board."<sup>19</sup> This appeal is a delay tactic intended to prejudice  
17 Tenant and delay the implementation of the Hearing Officer's decision. Tenant therefore  
18 respectfully requests that the HRRRB hear this appeal as soon as possible to avoid further  
19 prejudice to Tenant.  
20

21  
22  
23 Date: January 11, 2019

Respectfully Submitted,

24  
25  
26   
27 Sarah M. Winfield  
28 CENTRO LEGAL DE LA RAZA  
Attorney for Tenant Muluken Worekneh

<sup>18</sup> See Decision p. 5-7 and Case No. T17-0103.

<sup>19</sup> A true and correct copy of the letter is attached hereto.

RECEIVED  
CITY OF GALATIEN  
2019 JAN 14 PM 4:36

27-2-18

Case # T17-0404 T18-0079

This is LaVette Lankford writing to you concerning 2116 High St #6 where Mr. Wrenn lives

he move in March 1, 2014 at the price of \$1,100 with no kids and now he has 3 kids

He has no rent agreement, I can charge him for park on the property and you have nothing to do with that.

They pay for trash which is \$25 dollars. I don't have to answer to you or rent board I am in my right. He never complain about anything. They want to stay free.

Let him stay in your building, I fit the LaVette

but maybe they need to move out as I can

2018 JAN 14 PM 4:37

000072



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

**Case Numbers T17-0494, T18-0035, and T18-0079**

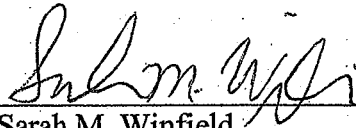
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 3022 International Boulevard, Suite 410, Oakland, CA 94601.

Today, I served the attached Appeal Brief on the address listed below by depositing the sealed envelopes with the United States Postal Service with the postage fully prepaid.

**Owner**

2116 High Street #7  
Oakland, CA 94601<sup>20</sup>

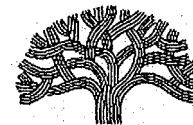
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 11, 2019 in Oakland, CA.

  
Sarah M. Winfield

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 14 PM 4:37

---

<sup>20</sup> Owner's appeal lists 2116 High Street #6 as her mailing address and 2116 High Street #7 as the property address at issue. See Appeal p. 1. However, Tenant's address, i.e. the property address at issue, is 2116 High Street #6.  
WOREKNEH V. LANKFORD TENANT RESPONSE TO LANDLORD APPEAL - 6



250 FRANK OGAWA PLAZA, SUITE 5313  
OAKLAND, CA 94612

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBERS:** T17-0494, Worekneh v. Lankford  
T18-0035, Worekneh v. Lankford  
T18-0079, Worekneh v. Lankford

**PROPERTY ADDRESS:** 2116 High Street, #6, Oakland, CA

**DATES OF HEARING:** June 8, 2018, August 23, 2018

**DATE OF INSPECTION:** August 23, 2018

**DATE OF DECISION:** December 12, 2018

**APPEARANCES:** Muluken Worekneh, Tenant  
Leah Simon-Weisberg, Attorney for Tenant  
Sara Asefaw, Amharic Interpreter

## **SUMMARY OF DECISION**

The tenant's petitions are granted in part.

## **CONTENTIONS OF THE PARTIES**

The tenant filed three petitions. In case T17-0494, the petition was filed on August 28, 2017, and claimed decreased housing services relating to the imposition of a parking charge of \$75.00 a month. In this case the tenant alleged that he had never received the form *Notice to Tenants of the Rent Adjustment Program (RAP Notice.)*

In case T18-0035, the petition was filed on December 13, 2017. The tenant contested a rent increase effective January 1, 2018, of 10% of the rent. (According to the petition, the

owner did not specify the amount of the new rent; only that the rent was going up 10%). The tenant contested the increase on the grounds that the CPI and banked rent increase notice was calculated incorrectly; that the increase exceeds the CPI Adjustment, is unjustified or is greater than 10%; that he received the rent increase notice before the owner received approval from the Rent Adjustment Program (RAP) for such an increase; no *RAP Notice* was given to him together the rent increase notice; no *RAP Notice* was given at least 6 months prior to the effective date of the increase; the rent increase was not served in compliance with State law; and, the increase is the second increase in a 12 month period.

In case T18-0035, the tenant additionally claimed decreased services associated with water damage in the dining area and bathroom.

In case T18-0079, the petition was filed on January 30, 2018. In this case the tenant contested a series of rent increases. The contested increases were as follows:

Effective Date of Increase	Prior Rent	Amount of Increase	New Rent
March 2014	\$1,100	\$50	\$1,150
March 2015	\$1,150	\$75	\$1,225
December 2016	\$1,225	\$300	\$1,525
January 1, 2018	\$1,100	\$110	\$1,210
April 1, 2018	\$1,100	\$300	\$1,400

The tenant's grounds for contesting these increases were: the increases exceed the CPI Adjustment area are unjustified or greater than 10%; he received the increase notice before the property owner received approval for the increases; no *RAP Notice* was provided either with the increase notices or at least 6 months prior to the effective date of the increases; the rent increases were not served in compliance with State law; the increases were the second increase in a 12-month period; and the proposed increase would exceed an overall increase of 30% in five years.

In case T18-0079, the tenant also claimed that there was a current health, safety, fire or building code violation in the unit and decreased housing services. The tenant attached a *Notice of Violation* to his petition, which was his list of decreased services in this case. The *Notice of Violation* states that there are "roof leaks and generated ceiling water damage in the dining room and bathroom (medicine cabinet is loose.)"<sup>1</sup>

The owner never filed a written response on the proper form in any of these cases. While the owner did write a letter to the RAP which was received on February 1, 2018, regarding case T17-0494, this letter was not on the proper form. The RAP has received multiple additional letters from the owner, none of which included the proper *Owner Response* form.

///

<sup>1</sup> Exhibit 5. All Exhibits referred to in this Hearing Decision, were admitted into evidence.

## PROCEDURAL HISTORY

Prior Case: In February of 2017, the tenant filed a *Tenant Petition* in case T17-0103. Official Notice is taken of the file in that case. In that case the tenant's petition contested a series of rent increases and alleged that he had never been given the *RAP Notice*. Additionally, the tenant claimed decreased services, but at the Hearing, which was held in June of 2017, he dismissed his decreased services claims because work had been done on the unit correcting the problems.

A Hearing Decision was issued in that case, in which it was determined that the tenant never received the *RAP Notice* and that the rent increases (from \$1,100 to \$1,150 in March of 2015; from \$1,150 to \$1,200 in March of 2016; from \$1,200 to \$1,225 in November of 2016 and from \$1,225 to \$1,420 in March of 2017) were all invalid; and that the tenant was owed \$2,450 in rent overpayments. The Order stated that the tenant's base rent was \$1,100, and that the tenant was entitled to restitution of the \$2,450 by deducting \$204.17 per month for 12 months. This Order included a determination of overpayments made through July of 2017.

The owner appealed that Hearing Decision. On September 20, 2018, the owner's appeal was heard before the HRRRB, and the Hearing Decision was affirmed.

Current Cases: With respect to the instant three cases, case T17-0494, was originally set for Hearing on February 6, 2018. The tenant petition and accompanying documents were served on the owner at 1016 Arlington Ave, Oakland, CA, on October 4, 2017.

The owner communicated with the RAP by mail, informing the program that Arlington Avenue was not her correct address, and that instead, her address was 5704 Los Angeles Street, Oakland, CA. After receipt on this letter, the same documents were later served on the owner at 5704 Los Angeles Street, Oakland, CA, on January 26, 2018. An *Amended Notice of Hearing*, which specified that "due to the fact that the Tenant Petition initially was sent to the wrong address, the Hearing date needs to be changed" was sent all parties on February 2, 2018, setting the Hearing for April 27, 2018.

In case T18-0035, which was filed on December 13, 2017, the tenant contested a rent increase and claimed decreased services. This petition, along with a *Notice of Hearing*, setting the Hearing for June 6, 2018, was sent to the owner at 1016 Arlington Avenue, Oakland, CA, on March 5, 2018.

The tenant filed a third petition in case T18-0079 on January 30, 2018, contesting a series of rent increases and claiming decreased housing services. This petition, along with a *Notice of Hearing*, setting the Hearing for June 6, 2018, was sent to the owner at 1016 Arlington Avenue, Oakland, CA, on March 21, 2018. These same documents were then sent to the owner at 5704 Los Angeles Street, Oakland, CA on March 26, 2018.

Finally, in all three cases, an *Order to Consolidate and Amended Notice of Hearing* was sent to all parties on March 27, 2018, setting the Hearing for June 8, 2018. This

document was sent to the owner at both the 1016 Arlington Avenue and 5704 Los Angeles Street address.

On June 8, 2018, a Hearing was held. The owner did not appear. After the Hearing, a Notice of Inspection was sent to all parties, setting an inspection in this case for June 28, 2018, at 4:30 p.m.

On various dates in June of 2018, the owner communicated with the RAP informing the RAP that she did not appear at the June 8, 2018, Hearing because she had been informed that it was continued until August of 2018.<sup>2</sup> She also stated that she had not received the *Tenant Petition* in each of the pending cases. She objected to the Inspection taking place.

In the interest of ensuring that the owner had been given proper notice of all three cases, after receiving this correspondence, an *Order to Set New Hearing Date* was sent to all parties, and the owner was served with the *Tenant Petition* and all opening documents in case T18-0035, because the owner had never been served with the *Tenant Petition* in that case at the address on Los Angeles Street.

The *Order* stated:

**“Good cause appearing, it is hereby ordered** that a new Hearing is scheduled to determine whether or not there was good cause for the owner’s original failure to appear at the Hearing scheduled on June 8, 2018. Additionally, a determination will be made as to whether or not there was good cause for the owner’s failure to file *Owner Responses* in any of the cases. **If good cause is determined as to the Owner’s failure to appear, the case shall be immediately re-opened for a hearing on the merits.**” (Emphasis in original.)

**“If the owner does not appear at this Hearing, no additional opportunities to present testimony or evidence will be provided to her absent extraordinary circumstances.”** (Emphasis in original.)

“The owner can file *Owner Responses* in each case listed. A determination will be made as to whether or not there is good cause for any late filed response.”

The Hearing was set for August 23, 2018. The owner never filed an *Owner Response* in any of the cases at issue, nor did she appear at the Hearing.

///

///

---

<sup>2</sup> Official Notice is taken of the case file in T17-0103. The Appeal Hearing in that case had been originally scheduled for April 12, 2018, and the owner was called because the Appeal Hearing was postponed. There is no indication in any file that the owner was told that the Hearings set in these cases were not going forward on June 8, 2018.

## THE ISSUES

1. How does the prior Hearing Decision impact this case?
2. Is there a rent increase notice at issue and if not, what is the base rent?
3. When, if ever, was the tenant served with the RAP Notice?
4. Have the tenant's housing services decreased, and if yes, in what amount?
5. What, if any, restitution is owed and how does it affect the rent?

## EVIDENCE

Rental History: The tenant testified that he moved into the rental unit at 2116 High Street, Unit 6, in Oakland, in March of 2014, at an initial rent of \$1,100. He has never received the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*. He was not required to pay for parking when he moved in. The only utility he paid was for the electric bill. Since the prior Hearing in case, T17-0103, he has paid rent as follows:

Payment Date	Payment Amount	Exhibits	Notes on Receipt
May 1, 2017	\$1,200	Exhibit 1, page 2	
June 1, 2017	\$1,200	Exhibit 1, page 3	
July 1, 2017	\$1,200	Exhibit 1, page 4	
August 1, 2017	\$1,200	Exhibit 1, page 1, Exhibit 1, page 5	Balance due \$25
September 1, 2017	\$1,325	Exhibit 1, pages 1 and 6	Parking \$75, rent \$1,225, \$25 for last month  Note that check (Exhibit 1, page 6) was for \$1,300 but tenant testified that he also paid \$25 in cash.
October 3, 2017	\$1,300	Exhibit 1, pages 1 and 7	Balance due \$8
November 1, 2017	\$1,300	Exhibit 1, page 8	
December 1, 2017	\$1,300	Exhibit 1, page 9	
January 1, 2018	\$1,300	Exhibit 1, page 10	
February 1, 2018	\$1,300	Exhibit 1, page 11	
March 1, 2018	\$1,300	Exhibit 1, page 12	
April 1, 2018	\$1,300	Exhibit 1, page 13	

The tenant further testified that the owner has informed him that the rent was \$1,225 and \$75 for parking. Additionally, on approximately October 3, 2017, the tenant was served with a *Three Day Notice to Pay Rent Or Quit* stating that he owed \$8.00 in unpaid rent.<sup>3</sup> Then, about November 23, 2017, the tenant was handed a letter from the

<sup>3</sup> Exhibit 8, page 2

owner stating that the rent was going up 10 percent.<sup>4</sup> Additionally, on January 3, 2018, the tenant received a letter from the owner which stated that on April 1, 2018, the rent was going to be \$1,400 a month.<sup>5</sup> None of these notices were served with a *RAP Notice*.

The tenant testified that he intended to continue to pay \$1,300 a month while the appeal was pending in the prior case, T17-0103. After the Appeal Hearing in case T17-0103, the tenant produced a declaration in this case in which he stated under penalty of perjury that he has paid \$1,300 a month in rent in all months since the Hearing.

Decreased Housing Services:

Parking: The tenant testified that since September of 2017, he has been paying for parking at the insistence of the owner. The tenant produced a letter from the owner, dated November 23, 2017, in which the owner stated that "parking will remain \$75 a month."<sup>6</sup> The tenant testified that in April of 2017, the owner had his car towed because his car was parked on the premises and the tenant was refusing to pay for parking. The tenant had to pay \$265 to retrieve his car after it was towed.<sup>7</sup> The parking charges that he pays for are included in the total payment made to the owner, as noted above.

Leak in unit: The tenant testified that in approximately April or May of 2016, a leak began in his unit in the lower bathroom. He immediately notified the owner about the problem who came to see the unit but did not resolve the problem. His unit is a two story unit, with a bathroom upstairs and downstairs. The upstairs bathroom is directly above the 1<sup>st</sup> floor bathroom and the tenant believes the leak is coming from inside the upstairs bathroom. This is causing damage in both the 1<sup>st</sup> floor bathroom and the dining room. In September of 2017, the tenant filed out a *Request for Service* with the *Planning and Building Department* for the City of Oakland.<sup>8</sup> The *Request* notes that there is water damage in the dining room and bathroom area.

On September 14, 2017, a *Notice of Violation* was issued by the City of Oakland.<sup>9</sup> The *Notice* specifies that there are "roof leaks and generated ceiling water damage in the dining room and bathroom (medicine cabinet is loose)."<sup>10</sup> The tenant testified that the owner has not fixed the problems since this *Notice of Violation*. While the owner sometimes appears with workers, nothing has been done that resulted in a change of the conditions.

The tenant produced photographs showing large water bubbles in the downstairs bathroom (Exhibit 4, page 1, 2 and 4) and mold and water damage in the upstairs bathroom (Exhibit 4, page 3.)

---

<sup>4</sup> Exhibit 8, page 1

<sup>5</sup> Exhibit 8, page 3

<sup>6</sup> Exhibit 8, page 1

<sup>7</sup> Exhibit 3

<sup>8</sup> Exhibit 6

<sup>9</sup> Exhibit 5

<sup>10</sup> Exhibit 5, page 3

At the Inspection by this Hearing Officer, there was water damage in the downstairs bathroom (Inspection photos 2 and 3); the kitchen and dining room area (Inspection photo 1); and the upstairs bathroom (Inspection photos 4-6).

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

#### **How does the prior Hearing Decision impact this case?**

The tenant's prior case against the owner, T17-0103, was upheld by the HRRRB in September of 2018. In that case, it was held that the base rent is \$1,100 a month. This Decision is bound by the prior finding in that case. The tenant's base rent is \$1,100 a month.

Additionally, the prior case found that the tenant was owed \$2,450 of rent overpayments through July of 2017. That decision is binding in this case, and no determination will be made regarding any overpayments before August 1, 2017.

Since the tenant has established that he has not yet been reimbursed for the restitution ordered in the prior case, in the restitution section below the prior amount of restitution will be added to any amount owed that is determined in this case.

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

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>11</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>12</sup> An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.<sup>13</sup> The tenant alleged in his petitions that he never received the *RAP Notice*. Additionally, a determination was made in the prior case that the tenant had not been served with a *RAP Notice*.

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

The tenant testified he has still not been given a *RAP Notice*. Therefore, it is determined that the tenant has not been served with a *RAP Notice*.

#### **Is there a rent increase notice at issue and if not, what is the base rent?**

The testimony in this case established that even after the prior case decision, the owner continues to serve rent increase notices on the tenant without serving *RAP Notices*. None of these increases are valid. At all relevant times, the tenant's rent remained \$1,100 a month.<sup>14</sup> All payments in excess of \$1,100 a month are overpayments. As

---

<sup>11</sup> O.M.C. § 8.22.060(A)

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

<sup>13</sup> O.M.C. § 8.22.060 (C)

<sup>14</sup> It is irrelevant if the owner attempted to raise the rent to charge the tenant for parking or for utilities, as all rent increases require *RAP Notices*. All payments over \$1,100 a month, for whatever reason, are overpayments.



noted above, the restitution analysis will start on August 1, 2017, and will add in the restitution owed in the prior case.

### **Have the tenant's housing services decreased, and if yes, in what amount?**

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>15</sup> and may be corrected by a rent adjustment.<sup>16</sup> However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

In a decreased housing services case a tenant must establish that he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief, unless the owner has actual knowledge of the problem.

Parking: The tenant established that the owner has tried to charge for parking when originally parking was included in the rent. The owner cannot charge for parking, when it was originally part of the housing services provided at move in. Note that all rent payments, whether it was for parking or for increased rent, are calculated in the restitution section below. Going forward, the owner may not increase the rent for parking, since parking was originally a housing service provided with the rental.

Leak: The tenant established that there has been an ongoing leak in this unit for some time. However, while he testified that the leak has been ongoing since May of 2016, at the Hearing in the prior case, which was held in June of 2017, he testified that repairs had been made in his unit and he waived all decreased housing services claims. Based on that testimony, and the fact that the *Request for Service* for the leak was dated September of 2017, it is more likely than not that the leak began in September of 2017. The tenant established that he complained about the matter immediately. The owner should have had the leak repaired by October of 2017.

The tenant has further established that there has been an ongoing leak in his unit, either from the roof or from the upstairs bathroom, causing water damage to the upstairs bathroom, the downstairs bathroom and the dining room. The tenant is entitled to an ongoing rent decrease of 10% of the rent, until this matter is repaired, the leak is stopped, and the repairs are made to the bathrooms and the dining room walls. Additionally, he is entitled to restitution of 10% of the rent, since October of 2017.

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

The tenant's base rent is \$1,100 a month. As noted above, the tenant is entitled to an ongoing rent decrease of 10% (\$110) for the conditions in his unit related to the leak. Therefore, before consideration of restitution, the tenant's current legal rent, is \$990 a month, effective January 1, 2019.

---

<sup>15</sup> O.M.C. § 8.22.070(F)

<sup>16</sup> O.M.C. § 8.22.110(E)

Additionally, as noted on the chart below, the tenant is entitled to restitution.

First, he is entitled to the restitution owed from the prior case. That restitution was \$2,540, and is noted on the chart below as "Prior Restitution Order." Second, he is entitled to restitution of the value of the decreased services he has been living with since October of 2017 with respect to the leak. This amount (\$1,650) is shown in the "value of lost services" portion of the chart. Third, he is entitled to restitution of the overpaid rent he has continued to pay since August 1, 2017. This amount is shown in the "overpaid rent" section of the chart and is \$3,325. The tenant is owed a total of \$7,425.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Leak causing damage to bathrooms and dining room	1-Oct-17	31-Dec-18	\$1,100	10%	\$ 110.00	15	\$ 1,650.00
<b>TOTAL LOST SERVICES</b>							<b>\$ 1,650.00</b>
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Aug-17	31-Aug-17	\$1,200	\$1,100	\$ 100.00	1	\$ 100.00
	1-Sep-17	30-Sep-17	\$1,325	\$1,100	\$ 225.00	1	\$ 225.00
	1-Oct-17	31-Dec-18	\$1,300	\$1,100	\$ 200.00	15	\$ 3,000.00
<b>TOTAL OVERPAID RENT</b>							<b>\$ 3,325.00</b>
PRIOR RESTITUTION ORDER							
From case T17-0103							<b>\$ 2,450.00</b>
RESTITUTION							
						MONTHLY RENT	\$1,100
						TOTAL TO BE REPAYED TO TENANT	\$ 7,425.00
						TOTAL AS PERCENT OF MONTHLY RENT	675%
AMORTIZED OVER						12 MO. BY REG. IS	\$ 618.75

An overpayment of this size is normally adjusted over a period of 12 months at \$618.75 a month.<sup>17</sup>

<sup>17</sup> Regulations, Section 8.22.110(F)

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

**However**, should the owner fix the leak in the upstairs bathroom and the damage to the upstairs bathroom, the downstairs bathroom (including medicine cabinet) and dining room area, the owner can increase the rent by \$110 a month. **In order to increase the rent after repairs the owner must provide the necessary notice pursuant to Civil Code § 827.**

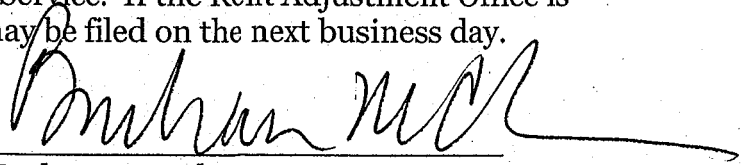
**Additionally, if the owner wishes to pay the tenant the restitution in one lump sum, she has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

### ORDER

1. Petition T18-0178 is granted.
2. The tenant's rent, before consideration of ongoing decreased services and restitution is \$1,100 a month.
3. Due to ongoing conditions, the tenant is entitled to a 10% rent decrease. The tenant's current legal rent, effective January 1, 2019, before consideration of restitution, is \$990 a month.
4. Due to past decreased services, overpayment of rent, and the prior restitution order in case T17-0103, the tenant is owed restitution of \$7,425. This overpayment is adjusted by a rent decrease for 12 months in the amount of \$618.75 a month.
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
6. If the owner wishes to, she can repay the restitution owed to the tenant at any time. If she does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. If the owner repairs the leak in the upstairs bathroom and the damage to the upstairs bathroom, downstairs bathroom (including medicine cabinet) and dining room area, she can increase the rent by 10% (\$110 a month). **In order to increase the rent after repairs the owner must provide the necessary notice pursuant to Civil Code § 827.**
8. The owner may otherwise be entitled to increase the rent. However, no rent increase notice can be effective any earlier than 6 months after the tenant has been served with the *RAP Notice*.

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

Dated: December 12, 2018



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Numbers T17-0494, T18-0035, T18-0079**

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**

Lavette Lankford  
1016 Arlington Ave  
Oakland, CA 94608

**Owner**

Lavette Lankford  
5704 Los Angeles St  
Oakland, CA 94608

**Tenant**

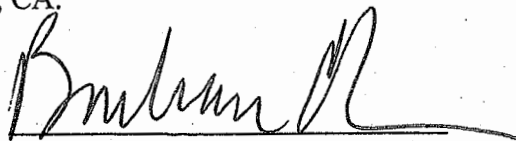
Muluken D. Worekneh  
2116 High St #6  
Oakland, CA 94601

**Tenant Representative**

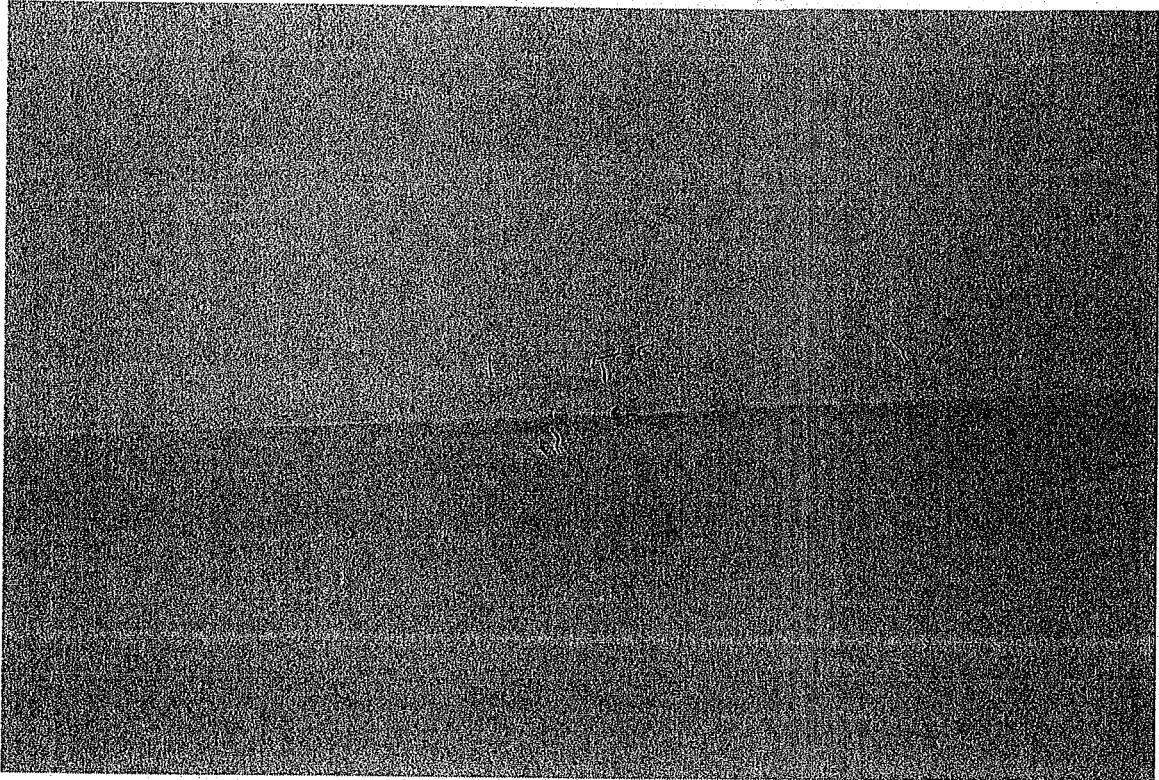
Leah Simon-Weisberg, Centro Legal de la  
Raza  
3022 International Blvd #410  
Oakland, CA 94601

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 December 13, 2018 in Oakland, CA.

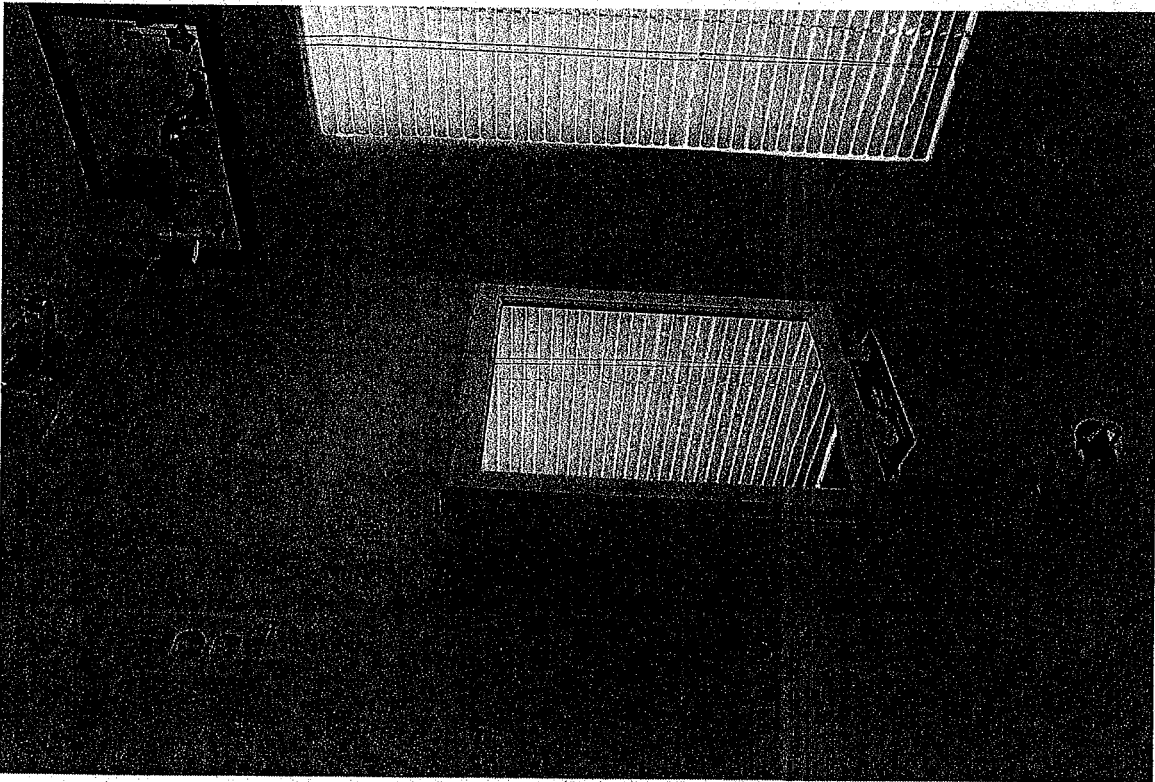


Barbara Cohen  
Oakland Rent Adjustment Program



kitchen/dining room

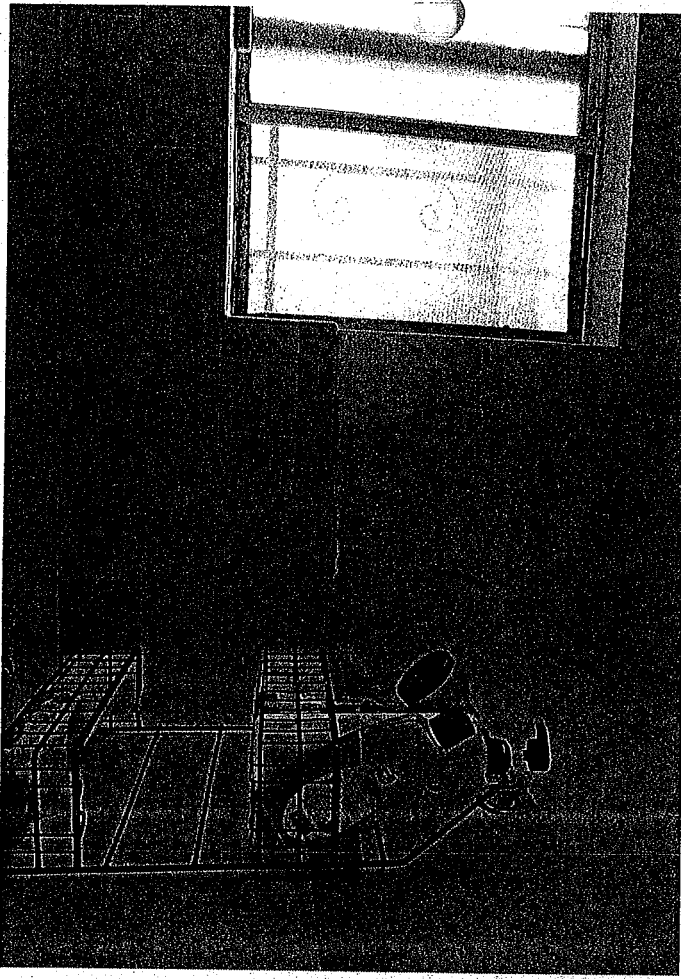
Inspection Photo 1



downstairs b/room

Inspection Photo 2

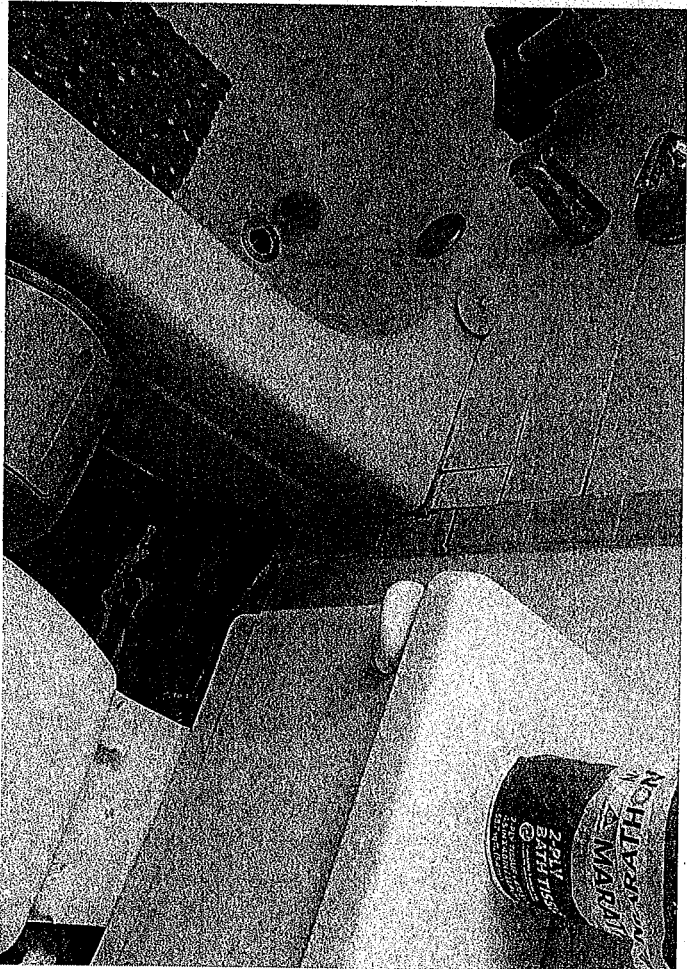
upstairs bathroom #6



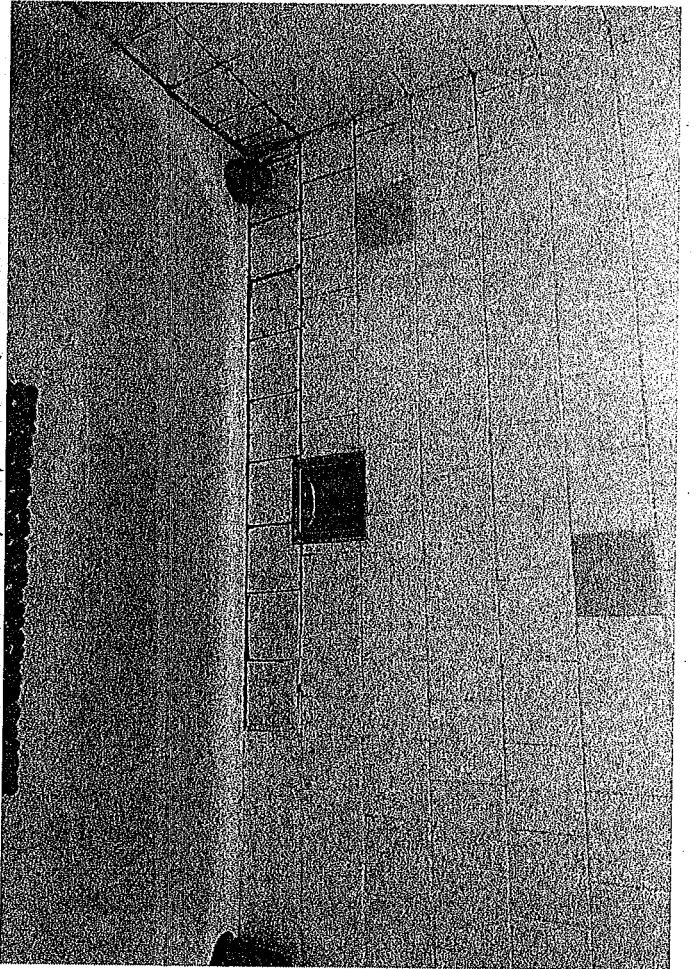
downstairs bathroom #3



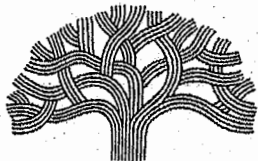
upstairs bathroom #4



upstairs bathroom #5



RECEIVED



CITY OF OAKLAND

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

For date stamp.

APPEAL

Appellant's Name <i>LaVette Lanford</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>2116 High St # 7</i>			
Appellant's Mailing Address (For receipt of notices) <i>2116 High St # 6</i>		Case Number <i>T17-0494, T18-0035 &amp; T18-00</i>	
		Date of Decision appealed <i>Dec 12, 2018</i>	
Name of Representative (if any) <i>N/A</i>		Representative's Mailing Address (For notices) <i>N/A</i>	

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.)

*The tenant lie also rent board said it did show*

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

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

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

<b>Name</b>	<i>Muliken Woreneh</i>
<b>Address</b>	<i>2116 High St #6</i>
<b>City, State Zip</b>	<i>Oakland, Ca 94601</i>
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

<i>Manford</i>	<i>12-22-18</i>
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

To city of Oakland rent adjustment program

The tenant had no rent agreement

9-6-16 civil code section 1944, when the tenant move in they had no children now they have 3 kids that make noise running up and down the stair. They a lying about the increase starting from march to april 1, 2018

here rent has never been 1,400 hundred month. I always give 60 days notice to let the tenant know that the rent is going up. For you to raise the rent all you have to do is give them a 60 days notice Civil Code section

they said I was not there Aug 23, 2018 that not true. They pass a law that you can make tenant pay to park on property. They had no rent agreed at all

The tenant has his on cab service  
the wife get welfare, I have not  
broke the law or did anything wrong.  
Every month something was wrong  
with 2116 High St #6, when they  
move in the unit was remodel. They  
don't want to pay just live for cheat  
rent I have bills that need to  
be pay. They need to pay the  
back rent starting from 3-1-16.

LaVette Lankford  
(510) 837-4882

? S they  
always leave  
extra trash  
on the side  
walk. He drive  
for yellow Cab  
car # 504 phone  
# 415-333-3333  
and she get welfare for the 3 kids

2019 JAN 14 PM 4:34

1 Sarah M. Winfield, SBN 313198  
2 CENTRO LEGAL DE LA RAZA  
3 3022 International Boulevard, Suite 410  
4 Oakland, CA 94601  
5 Phone: (510) 274-2408  
6 Fax: (510) 437-9164  
7 swinfield@centrolegal.org  
8 Attorney for Tenant Muluken Worekneh

9 **Case Nos:** T17-0494, T18-0035, T18-0079  
10 **Appeal Hearing Date:** TBD  
11 **Case Title:** Worekneh v. Lankford  
12 **Property Address:** 2116 High Street, #6, Oakland, CA

13 **Facts and Procedural History**

14 At issue in this appeal is a hearing decision issued on December 12, 2018, regarding three  
15 petitions. First, tenant Muluken Worekneh (“Tenant”) filed petition T17-0494 on August 28,  
16 2017, contesting decreased housing services relating to the imposition of a parking charge of  
17 \$75.00 per month. Second, Tenant filed petition T18-0035 on December 13, 2017, contesting  
18 (1) a ten percent rent increase imposed by his landlord, LaVette Lankford (“Owner”); and (2)  
19 decreased housing services associated with water damage in the dining area and bathroom.  
20 Finally, Tenant filed petition T18-0079 on January 30, 2018, alleging the existence of a current  
21 health, safety, fire, or building code violation and decreased housing services. On December 12,  
22 2018, the Hearing Officer issued an order granting Tenant’s petitions in part.

23 As the Hearing Officer noted in her December 12, 2018 decision, Owner sent multiple  
24 letters to the Rent Adjustment Program, but never filed a written response on the proper form in  
25 any of the cases at issue.<sup>1</sup> Moreover, despite ample notice, Owner failed to appear at the initial  
26 hearing on these petitions, which occurred on June 8, 2018.<sup>2</sup> When Owner asserted that she did  
27 not attend the June 8, 2018 hearing because she thought the Rent Adjustment Program had  
28

<sup>1</sup> See Decision p. 2.

<sup>2</sup> See Decision p. 3-4.

1 continued it to August 2018, the Hearing Officer set another hearing for August 23, 2018.<sup>3</sup> The  
2 order setting the hearing provided Owner an opportunity to file responses and to demonstrate  
3 good cause for her failure to appear at the June 8, 2018 hearing, as well as her failure to file  
4 timely responses to the petitions at issue.<sup>4</sup> Nonetheless, Owner failed to file any responses and  
5 did not appear at the August 23, 2018 hearing.<sup>5</sup>

6  
7  
8 The Hearing Officer ultimately found that Tenant's base rent is \$1,100 per month.<sup>6</sup>  
9 Additionally, she found that Tenant is entitled to an ongoing rent decrease of ten percent  
10 (\$110.00) because of a leak in his unit, making his current legal rent \$990.00 per month.<sup>7</sup> The  
11 Hearing Officer further found that Tenant is entitled to \$7,450.00 in restitution; this amount  
12 arises from previously awarded restitution that has not been repaid, as well as ongoing decreased  
13 services and overpayments forming the basis of the three petitions currently at issue.<sup>8</sup> The  
14 Hearing Officer also determined that Tenant has never received a notice of the Rent Adjustment  
15 Program.<sup>9</sup> Conclusive findings from a previous hearing decision upheld by the Housing,  
16 Residential Rent and Relocation Board ("HRRRB"), Tenant's sworn testimony, Tenant's  
17 documentary evidence, and the Hearing Officer's personal observations during an inspection  
18 formed the basis of the Hearing Officer's decision.<sup>10</sup>

19  
20  
21  
22  
23 On December 26, 2018, Owner filed an appeal with the Rent Adjustment Program.  
24 Owner contends that the decision violates federal, state, or local law, that the decision is not  
25  
26  
27

28 <sup>3</sup> See Decision p. 4.

<sup>4</sup> See Decision p. 4.

<sup>5</sup> See Decision p. 4.

<sup>6</sup> See Decision p. 7 and Case No. T17-0103.

<sup>7</sup> See Decision p. 8.

<sup>8</sup> See Decision at 7-9.

<sup>9</sup> See Decision p. 7.

<sup>10</sup> See Decision p. 5-7 and Case No. T17-0103.

RECEIVED  
CITY OF OAKLAND  
2019 JAN 14 PM 4:36

1 supported by substantial evidence, and that Tenant is lying.<sup>11</sup> For the reasons below, Tenant  
2 respectfully requests that Owner's appeal be denied.

3  
4 **Argument**

5 **Owner Fails to Demonstrate that the Hearing Officer's Decision Violates Local, State, or**

6  
7 **Federal Law**

8 Owner's appeal is vague, but she appears to contend that the Hearing Officer's decision  
9 violates federal, state, or local law, because she believes that a 60-day notice, per state law, is  
10 sufficient on its own to impose a rent increase.<sup>12</sup> Owner fails to meet her burden of clearly  
11 setting forth the rationale for her contention that the Hearing Officer's decision does not comply  
12 with the law.<sup>13</sup> Moreover, she ignores local law regarding how to notice rent increases, and how  
13 much a property owner can increase a tenant's rent. The Board should reject Owner's argument.

14  
15  
16 **Owner Improperly Asks the Board to Conduct an Evidentiary Hearing and the Hearing Officer's**

17 **Decision is Supported by Substantial Evidence**

18  
19 In contending that substantial evidence does not support the Hearing Officer's decision,  
20 Owner appears to rely on vague assertions that Tenant is lying.<sup>14</sup> Once again, Owner fails to  
21 meet her burden of clearly setting forth the rationale for her appeal.<sup>15</sup> Moreover, Owner received  
22 notice and multiple opportunities to respond to the petitions at issue, yet failed to do so.<sup>16</sup> Owner  
23 is now improperly asking the Board to consider new evidence in the form of her testimony at an  
24 appeal hearing and the factual contentions in her moving papers.<sup>17</sup> Further, substantial evidence  
25 supports the Hearing Officer's decision, as she considered conclusive findings from a previous  
26  
27

28  

---

<sup>11</sup> See Appeal at 1-2.

<sup>12</sup> See Appeal p. 1, 4.

<sup>13</sup> See O.M.C. Reg. 8.22.120 A.1.

<sup>14</sup> See Appeal p. 1, 4-5.

<sup>15</sup> See O.M.C. Reg. 8.22.120 A.1.

<sup>16</sup> See Decision p. 2-4.

<sup>17</sup> See O.M.C. Reg. 8.22.120 F.

RECEIVED  
CITY OF OAKLAND  
COMMUNITY RELATIONS DEPARTMENT  
2019 JAN 14 PM 4:36

1 case, credible testimony, documentary evidence including photographs and rent receipts, and  
2 personal observations from her own inspection of Tenant's unit.<sup>18</sup> The Board should find that  
3 substantial evidence supports the Hearing Officer's decision.  
4

5 **Conclusion**

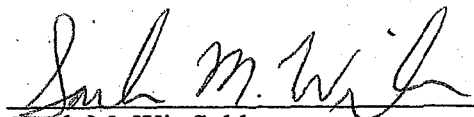
6 In light of the aforementioned, Tenant respectfully requests a ruling that upholds the  
7 December 12, 2018 hearing decision because:  
8

- 9 (1) The Hearing Officer's decision does not violate local, state, or federal law; and  
10  
11 (2) The decision is supported by substantial evidence.

12 Additionally, this appeal should be resolved on an expedited basis. Owner has a history of  
13 filing appeals in cases brought by Tenant and then failing to appear for the appeal hearings.  
14 Moreover, Owner recently mailed a letter to the undersigned's office stating that she does not  
15 "have to answer to you or [the] rent board."<sup>19</sup> This appeal is a delay tactic intended to prejudice  
16 Tenant and delay the implementation of the Hearing Officer's decision. Tenant therefore  
17 respectfully requests that the HRRRB hear this appeal as soon as possible to avoid further  
18 prejudice to Tenant.  
19  
20

21  
22  
23 Date: January 11, 2019

Respectfully Submitted,

24  
25  
26  
27   
28 Sarah M. Winfield  
CENTRO LEGAL DE LA RAZA  
Attorney for Tenant Muluken Worekneh

<sup>18</sup> See Decision p. 5-7 and Case No. T17-0103.

<sup>19</sup> A true and correct copy of the letter is attached hereto.

2019 JAN 14 PM 4:36

RECEIVED  
CITY OF OAKLAND  
GENERAL MANAGER'S OFFICE

7-2-18

Case # T17-0404 T18-0079

This is LaVette Lankford writing to you concerning 2116 High St #6 where Mr. Warkneh live

he move in March 1, 2014 at the price of \$1,100 with no kids and now he has 3 kids. He has no rent agreement. I can charge him for park on the property and you have nothing to do with that.

They pay for trash which is \$25 dollars. I don't have to answer to you or rent board I am in my right. He never complain about anything. They want to stay free. Let him stay in your building if it fit the LaVette

Leak maybe they need to move out for I can't see

2018 JAN 14 PM 4:37  
CITY OF SEATTLE  
IDENTIFICATION DIVISION

000096



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

**Case Numbers T17-0494, T18-0035, and T18-0079**

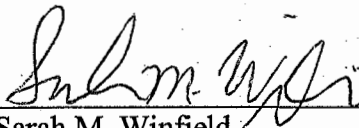
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 3022 International Boulevard, Suite 410, Oakland, CA 94601.

Today, I served the attached Appeal Brief on the address listed below by depositing the sealed envelopes with the United States Postal Service with the postage fully prepaid.

**Owner**

2116 High Street #7  
Oakland, CA 94601<sup>20</sup>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 11, 2019 in Oakland, CA.

  
Sarah M. Winfield

RECEIVED  
CITY OF OAKLAND  
HUMAN RIGHTS DIVISION  
2019 JAN 14 PM 4:37

---

<sup>20</sup> Owner's appeal lists 2116 High Street #6 as her mailing address and 2116 High Street #7 as the property address at issue. See Appeal p. 1. However, Tenant's address, i.e. the property address at issue, is 2116 High Street #6.  
WOREKNEH V. LANKFORD TENANT RESPONSE TO LANDLORD APPEAL - 6