

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

**September 20, 2018
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. CONSENT ITEMS
 - i. Approval of Minutes
 - a. August 30, 2018
4. OPEN FORUM
5. NEW BUSINESS
 - A. Appeal Hearings in:
 - 1) T17-0103, Worekneh v. Lankford
 - 2) T17-0368, Guidry v. MYND Management
 - 3) T17-0271, Jacobs v. Montoya
6. SCHEDULING AND REPORTS
 - 1) Memo to Board Regarding New Construction Exemptions
7. ADJOURNMENT

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

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a sshannon@oaklandnet.com 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 或致電 (510) 238-3715 或 711 California relay service。請避免塗搽香氛產品。參加者可能對化學成分敏感。

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

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

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

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

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

August 30, 2018

7:00 p.m.

**City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff Present

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

3. CONSENT ITEMS

a. Board Minutes, August 16, 2018

E. Lai moved to approve the minutes. U. Fernandez seconded. The Board voted as follows:

Aye: J. Warner, U. Fernandez, K. Friedman, T. Hall, E. Lai
Nay: 0
Abstain: B. Scott

000003

The motion was approved by consensus.

4. OPEN FORUM SPEAKERS

Leonard Name
Malia Goulart

5. NEW BUSINESS

A. Hearing in appeal cases:

i.

a. T16-0104, Meyer v. Harris

Appearances: Roderick Harris Owner Appellant
 Simone Meyer Tenant Appellee

The owner appealed from a hearing decision which found no good cause for his failure to file a response to a tenant petition within 35 days after service of a notice by the Rent Adjustment Program (RAP). The owner contended that

The owner contended that he did not receive notice of the tenant petition. He did not receive the paperwork and was not able to bring his facts into the hearing. He did not have a voice. He only had notice of the court date.

The tenant stated that she was given the 2509 109th Avenue address from the Rent Board. The petition did not have a mailing address for the owner. The tenant had a rental agreement but did not receive a copy of it. If she needed to contact the owner she would call him. If she needed to contact him she would ask for his address. She called the Rent Board and was provided with the 2509 109th Avenue address.

The Board stated that the issue is whether there was good cause for the owner not filing a response to the tenant petition. The tenant petition did not state the owner's address. The petition was sent to the property address which is 2509 109th Avenue. The owner's address is 1953 102nd Avenue. The owner stated that he received the tenant petition from one of his tenants about one week before the hearing.

Regarding the owner's ability to present evidence at the hearing the Board discussed the policy that if a response is not timely filed the owner may not submit evidence and is limited to cross examination and closing argument. There was discussion of the hearing decision which stated that there was no good cause for the owner's failure to file a response because no explanation was provided by the owner.

After questions to the parties and Board discussion J. Warner moved to affirm the hearing decision based on substantial evidence. U. Fernandez seconded. The Board voted as follows:

Aye: E. Lai, U. Fernandez, J. Warner,
Nay: T. Hall, K. Friedman
Abstain: B. Scott

The motion carried.

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

This case was granted a postponement

6. OLD BUSINESS

- a. Board discussion of establishing a regular policy committee

The Board continued its discussion regarding establishment of a regular ad hoc policy committee. The Board discussed whether it should focus on policy revisions to the Rent Ordinance and Regulations or Board operating procedures for consistency and continuity, whether there should be two separate committees and who would be on the committee. There was discussion about whether there was a need for RAP to provide staff for these meetings. The Board determined that E. Lai and K. Friedman should discuss this topic further with Maryann Leshin and/or Michele Byrd and provide a written report to the Board which shall be agendaized for a future Board meeting. Staff will provide contact information for follow up.

7. SCHEDULING & REPORTS

None

8. ADJOURNMENT

The meeting was adjourned by consensus at 8:23 p.m.

CITY OF OAKLAND



Housing and Community Development Department
Rent Adjustment Program
250 FRANK H. OGAWA PLAZA, NO. 5313
OAKLAND, CA 94612-2034

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

MEMO

To: Rent Board Members

**From: Barbara Kong-Brown
Senior Hearing Officer**

Date: September 12, 2018

Re: Request for Information Regarding Hearing Decisions on New Construction Exemptions

At the Rent Board meeting on July 26, 2018, the Board postponed hearing T16-0683, Prager v. Lagos and requested information regarding new construction cases that have been decided in prior hearing decisions. There are two Board appeal decisions regarding the existence of prior structures on the subject property. Both Board appeal decisions granted an exemption based on new construction.

There are seven hearing decisions regarding the existence of prior structures on the subject property since 2016.

Two of the hearing decisions interpreted Section 8.22.030(A)(5) to mean that the building had to consist of new construction **and** be constructed from space that was formerly non residential. These cases are pending appeal (Cortes and DeZerega)

One hearing decision which applied this standard was not appealed (Dragon).

One hearing decision which applied this standard was reversed by the board (Buggs).

One hearing decision applied the standard in the Buggs case where the prior building was demolished and granted the new construction exemption. (Wong).

One hearing decision granted an exemption where a single family residence was gutted, the house was raised, and two lower units were constructed (Feiner).

The remaining hearing decision, Prager v. Lagos, involves facts identical to the Buggs case, and is pending appeal on September 27, 2018.

Board Appeal Cases

T01-0107, Castellanos v. Greer

The property is a three bedroom lower unit in a residential building containing two units. The original structure consisted of a single family dwelling constructed on or about December 1970. The tenant contested a rent increase. The owner appealed from the hearing decision which granted the tenant petition.

The Board held that the unit was exempt as new construction and the certificate of occupancy was issued after January 1, 1983. Even though the original building was built prior to 1983, the unit was newly created out of space not previously used for housing. It was added to the original structure.

T16-0377, Buggs v. Bay Property

The Buggs case has virtually identical facts to the Prager case-In that case, there was a single family residence on the property that was demolished. A totally new building was built which consists of 10 residential units. It was built after January 1, 1983.

The relevant section of the Rent Ordinance is Section 8.22.030(A)(5) which states that the exemption applies to property that constitutes new construction **or** was constructed from space that was formerly non-residential. The Board held that the hearing officer erred by interpreting the ordinance to mean that both conditions are required in order to get the exemption. The Board voted as follows:

Aye: U. Fernandez, E. Lai, J. Warner, K. Friedman

Nay: 0

Abstain: 0

T16-0683, Prager v. Lagos

A 10 unit apartment building was built in 1986. Prior to the construction, a single family residence existed on the property. The hearing officer applied the "and" interpretation of the new construction ordinance, that the building had to be new construction and not formerly consist of a residential use. **This case is pending appeal on September 27, 2018.**

L17-0061, Feiner v. Tenants

An existing single family residence was gutted. The house was raised and 2 new units were constructed beneath it. The hearing granted an exemption based on new construction for the two lower units on the grounds that it was new construction but not the upper unit. **This case is pending appeal.**

L17-0126, DeZerega v. Tenants

Fire destroyed a building and a new building was built in the same footprint as the old building. The City of Oakland inspector issued a letter saying they are processing the certificate of occupancy, and ok to occupy and permanent c/o coming shortly; the permit indicates the building was finalized on 12/24/99; also the permit was issued to demolish fire damaged building. The new building was built in the same footprint as the demolished building. The hearing officer interpreted Section 8.22.030(A)(5) mean that the building had to consist of new construction **and be constructed from space that was formerly non residential. This is case is pending appeal.**

T17-0173, Cortes v. Wong

LI177-0068, Yip v. Tenants

A building was built in 1911 at the subject property. It was a single family residence that was demolished in 1987 with permits. The prior building was a two story building. A permit was issued for new construction of a 14 unit apartment building. The hearing officer determined that there was prior residential use of a building on the land in question and units 1-4 are in the footprint of the prior residential building, this constitutes prior residential use of the property even though it was new construction. The hearing officer granted exemption to units 5-14 which she determined fell outside the footprint of the building. **This case is pending appeal.**

T16-0706, Dagrón v. Shiu

Tenant contested rent increases. Landlord claimed new construction exemption. Single family residence on the lot was demolished prior to construction and a new single family residence was constructed with second dwelling unit. The hearing officer interpreted Section 8.22.030(A)(5) to mean that the building had to consist of new construction **and be constructed from space that was formerly non residential.**

L17-0091, Wong v. Tenant

Building records indicated that a building was demolished and a lot cleared as of 1974 before the subject property was built in 1988. The hearing officer granted an exemption on the basis of new construction on the grounds that the former building was completely demolished and the lot was cleared and the building was newly built on an empty lot after January 1, 1983.

I have provided a summary of selected new construction hearing decisions primarily covering the period from 2015-2018 for your information.

SUMMARY OF NEW CONSTRUCTION CASES

*Asterisk denotes case is pending appeal

Case No.	Case Name	Description	Disposition
T12-0338	Robinson et al. v. Madison Park	T. alleged dhs & contested rent increase; Owner claimed exemption-property was formerly a warehouse-building record and certificate of occupancy was issued; letter signed by building official and building record	T. petition Denied
L13-0040	Gregson v. Tenants	O. contends that 12 unit bldg. converted into 7 units which did not exist before 2001. Permit finalized on 1/8/01 for 15 habitable rooms; c/o dated 8/13/74 stated prior record of 19 habitable rooms build in 1912	L. petition Denied
T13-0104	Hughes v. Schinner	Vacant property for 5 years; bldg. rebuilt and converted into condos; c/o issued 3/10/11	T. petition denied
L15-0064	Dkafaripour v. Tenant	Prop. Built on empty lot; 1990-3 story sfr-no evidence of prior residential use-c/o;	L. petition granted
L15-0061; T15-0554	4CH, Inc. v. tenants	T. contests rent increases; L filed for exemption ;this was formerly a commercial bldg; permit to convert commercial units on 3d floor and add 4 th floor units; c/o issued 3/14/18; permit inspection record; address history from building dept. records;	L. petition granted; T. petition denied
T15-0647	Watson v. Newman	Building permits; c/o issued after 1/1/83; built from empty basement space	T. petition denied
LI16-0037	AMP Pro Mgt v Tenants	Bldg. consisted of 8 units. C/o issued for 6 units after 1/83-No evidence of c/o for unit 7-8-evidenced by c/o, residential building record; update query project information from city of Oakland	L petition Granted in part-for units 1-6

T16-0448	Guidry v. Beacon Prop.	T. contested rent increases; Owner claimed bldg., built on empty lot; c/o issued 10.84	T. petition denied
L16-0088	Ma v. Tenant	Entire bldg. build on empty lot- c/o issued 5/7/07	L. petition granted
T16-0706	Dagron v. Shiu	T. contested rent increases; L. claimed new construction exemption; single family residence on lot was demolished prior to construction and new sfr was constructed with second dwelling unit; c/o issued 2007; due to former residential use; exemption was denied	T. petition Granted
L16-0043	Chan et al. v. Tenants	Bldg. built on empty lot; c/o issued 6/87	L. petition granted
L16-0053	Plaha v. Tenants	Appraisal report; mortgage statement; c/o issued 8/7/90 stats "new two family dwelling".	L. petition granted
L17-0004	Michelsen v. Tenants	O. contended units were formerly commercial and c/o dated after 1/83-2 separate units	L. petition granted
L17-0056	Brewer v. Tenant	c/o issued 2/27/91; description shows 2 family dwelling	L. petition granted
L17-0069	Kim v. Tenant	C/o issued 10/83 indicates "one-family dwelling, completed 8/24/83	L. petition granted
L17-0071	WM Allegro v. Tenants	c/os issued 5/03; 11/01; City of Oakland Project Informatin- 4/27/17-final inspection 3/25/02; City of Oakland Planning Commission Report; former parking lot/commercial	L. petition granted
L17-0091	Wong v. Tenant	Residential Building Record, 7/7/04-demolish bldg and clear lot 8/2/74; 4 unit bldg built 1989	L. petition granted
T17-0021	Tran v. Nguyen	T. contests rent increases; Permit inspection Record; updated project information record; letter from city of Oakland re permit, final inspection record; residential bldg. sheet; area was completely empty prior to	T. petition denied

		construction; in the back of the single family dwelling	
L17-0026	Summer v. Tenants	4 units were formerly commercial space;bldg. permits; c/o dated 2/85	L. petition granted
L17-0061*	Feiner v. Tenants	O. claims new construction and sub rehab exemption; existing single family house was gutted; house was raised and 2 new units were constructed beneath it; building permit;	L. petition partially granted. 2 lower units are exempt; the; the upper unit is not.-
L17-0053	Liu v. Tenants	Building was built on empty lot; 1987 c/o provided dated 3/11/87	
T17-0173* L17-0068	Cortes v. Wong Yip v. Tenants	Footprint of building indicates that units 5-14 are within the footprint of the bldg; units 1-4 are not within the footprint of the bldg. and are not exempt because of prior residential use	L. petition partially granted for units 5-14
L17-0126*	DeZerega v. Tenants	Fire destroyed bldg. new bldg. built in the same footprint as old building. City of Oakland inspector issue letter saying they are processing c.o. ok to occupy and permanent c/o coming shortly;permit indicates bldg. finaled 12/24/99; also permit to demolish fire damaged bldg.provided; new bldg was build in same footprint as demolished building; therefore there was prior residential use	L. petition denied
T17-0347	Miller v. Marr & Assoc.	c/o- 2/13/92; Residential Building sheet-permits for new construction issued 1989 and 1990	T. petition denied
L17-0212	Shen v. Tenants	Empty lot in 1987-completed 1988; c/o issued 1/5/88 for 6 unit apartment house	L. petition granted

CHRONOLOGICAL CASE REPORT

Case No: T17-0103
Case Name: Worekneh v. Lankford
Property Address: 2116 High Street, #6, Oakland, CA
Parties: Muluken Worekneh (Tenant)
Leslie Penglis (Property Manager)

OWNER APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 21, 2017
No Owner Response filed	
Hearing Decision Issued	August 23, 2017
Owner Appeal filed	August 30, 2017

T17-0103 MS/LM

250 Frank Ogawa 5313

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
OAKLAND, CA 94

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp: 2017 FEB 21 PM 12:02
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Muluken Demeke Worekneh	Rental Address (with zip code) 2116 High St #6 Oakland, CA 94601	Telephone 510-228-5984
Your Representative's Name Somson Debebe	Mailing Address (with zip code) 1235 30th St #C Oakland, CA 94608	Telephone 510-417-0135
Property Owner(s) name(s) Lavette Lankford Twila Lankford	Mailing Address (with zip code) 1016 Arlington Ave. Oakland, CA 94608	Telephone 510-357-2127

Number of units on the property: 8

Type of unit you rent (circle one)	House	Condominium	Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	Yes	No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<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) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(g) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(h) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/>	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<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).

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

Date you moved into the Unit: March 1, 2014 Initial Rent: \$ 1,100 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
10-2-16	12-1-16	\$ 1,225	\$ 1,525	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
March 1, 14	March 2015	\$ 1,100	\$ 1,150	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
March 2015	March 16	\$ 1,150	\$ 1,225	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 60 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 never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: _____

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 service problems, you must complete this section.

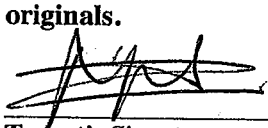
- Are you being charged for services originally paid by the owner? Yes No
- Have you lost services originally provided by the owner or have the conditions changed? Yes No
- Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

If you answered "Yes" to any of the above, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (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



02/21/17

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 Rent Adjustment Program Hearing Officer the same day.

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

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of **documents attached** to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file review.

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

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

① The lease agreement states the owner would pay for utility such as garbage but we have been paying \$25.00 a month for the past 21 months.

② She has charged us for repairs such as replacing a door that wasn't working.

③ The wall has a leak that she hasn't fixed for the past 6 months.

④ The gas isn't working properly and she isn't willing to fix properly.

⑤ The meter for the water & gas is in a different unit and they have been turning off & on the switch to harass us.

June 11, 2016

To: Tenants at 2116 & 2118 High Street, Oakland, CA 94601

From: Twila Lankford – Owner of 2116 & 2118 High Street, Oakland, CA 94601

Date of Notice: June 11, 2016

RE: Rent Payments

Dear Tenants:

I would like to take the chance to introduce myself as the Owner of the property at the above address. All rent is due on the 1st of the month and will become late on the 4th day of the month, and will incur a 10% late fee. I will pick up all rent payments during the 1st of the month, if you need to make arrangements other than the one listed above please call me at the number below to make arrangements. The rent should no longer be given to anyone else but myself.

However, all payments, maintenance requests shall be addressed to me at 510-407-8181. Please allow 72 hours for Maintenance Request.

If you have any questions regarding this matter, feel free to call me at the telephone number listed below.

Sincerely,

Twila Lankford
Owner

000018

9-4-16

To all tenant starting 10-1-16
you will have your own trash
cans that will be in the front
of the building. your rent
will go up \$25 dollar a month
starting 10-1-16

Thank you
Lakette Dankford
(510) 200-2078

10-2-16

To the tenant at 2116-2118
the rent will be going up
\$300 more a month starting
12-1-16 you will be paying
the cost of living, park on
the property and the 5%
utility. I am give you
this notice just acase you
can not meet the need you
will have enough time to
look for another place.

owner
Marked

000020

2/21/17

Lavette Lankford and Twila Lankford
1016 Arlington Ave.
Oakland, CA 94608

Re: 2116 High St. Apt#6, Oakland, CA 94601

Dear Lavette Lankford,

I have been a tenant at 2116 High St. Apt#6, Oakland, CA 94601 since March 1st, 2014.

I am writing this letter to respond to the rent increase of 300% which is above 10% of my current rent of 1225\$. Please be advised that my tenancy is covered under rent control and the Just Cause Ordinance of Oakland. This means that you may only raise my rent once per year. Also, the annual rent increase amount is determined each year by the Oakland Rent Adjustment Program and currently it's 2%. You must provide me with a valid 30-day written notice of the changes in my tenancy before I am required to begin paying any rent increase. As I have received an invalid rent increase with the incorrect amount due I will continue to pay \$1225 in rent as per my rental agreement.

In addition, please stop harassing my family and I. In the last two months, you have called us at least once a week or so. In the last couple of weeks you have called us or shown up to our property daily to intimidate us to pay an increase way above what is legally allowed. I want to inform and remind you that we are protected under Oakland's Tenant Protection Ordinance 8.22.640. Please note that if you continue to harass we will have to seek legal action against you.

Please be advised that according to CA Civil Code Section 1954, you must provide us a 24 hour written notice prior to entering our unit and must come during regular business hours. Civil Code Section 1954 limits a landlord's right to enter the premises to the following:

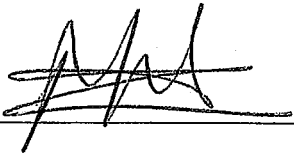
1. In case of emergency.
2. In order to complete agreed upon or necessary repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
3. When the tenant has abandoned or surrendered the premises.
4. Pursuant to a court order.

I would also like to remind you that it is illegal to move my property out of my unit or lock me out of the unit until the eviction process is complete in accordance with the California Civil Code. Please be advised that California Civil Code Section 1942.5 and the aforementioned local ordinance prohibits you from retaliating against me in any way for exercising my rights as a tenant. I am receiving help from a housing rights organization.

000021

Thank you for your attention to these matters. You may contact the Oakland Rent Board at (510) 238-3015 if you have questions regarding rent increases.

Sincerely,



Muluken Demeke Workekneh



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

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0103, Worekneh v. Lankford
PROPERTY ADDRESS: 2116 High St., Apt. #6, Oakland, CA
DATE OF HEARING: June 22, 2017
DATE OF DECISION: August 18, 2017
APPEARANCES: Muluken Worekneh, Tenant
Leslie Penglis, Property Manager
Almaz Tessema, Interpreter for the Tenant

SUMMARY OF DECISION

The Tenant Petition is granted.

CONTENTIONS OF THE PARTIES

On February 21, 2017, the tenant filed a Tenant Petition, contesting several prior rent increases and alleging that (1) the increases exceed the CPI adjustment and is unjustified or greater than 10%; (2) the owner did not provide a summary justification for the increases despite a written request; (3) no notice of the existence of the Rent Adjustment Program was provided to the tenant with the notice of rent increase and at least six months before the effective date of the rent increase; (4) the housing services decreased; (5) code violations exist in the unit; and (5) the proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner did not file a response and did not appear at the hearing. It should be noted that Ms. Penglis, Manager of Western Management Properties Inc., appeared for the hearing and explained that since April of 2017, the subject property has been held in a Receivership, and the Superior Court appointed a Receiver who retained Western Management Properties Inc. to manage the property for the Receiver.

000023

ISSUES

- (1) Are the contested rent increases valid?
- (2) Have the housing services decreased, and if so, by what amount?

EVIDENCE

Background

The tenant moved into the subject unit on March 1, 2014, at an initial monthly rent of \$1,100.00. The subject unit is located in a residential building consisting of eight (8) residential units.

Property in Receivership

The Manager of Western Management Properties submitted a Court Order from Alameda County Superior Court, dated April 12, 2017, confirming the appointment of Receiver, Kevin Singer, Case No. 16831456, Lankford vs. Lankford.¹ The Court documents include a Management Agreement between the Receiver ("Owner") and Western Management Properties as an "Agent" that would exclusively manage the subject property.²

Rent Increase

Prior to the Court-appointed Receivership, the owner served several rent increases. The tenant petition lists the wrong amount and/or wrong dates for the rent increases. The rent increase amounts were corrected at the hearing. The proposed rent increases were in a form of new yearly lease agreements beginning on March 1, 2014, March 1, 2015, and March 1, 2016.³ The most recent rent increase notice, dated February 24, 2017, proposed a 10% rent increase plus \$75.00 additional for parking.⁴

The proposed rent increases were as follows:

1. From \$1,100.00 to \$1,150.00, as of March 1, 2015;
2. From \$1,150.00 to \$1,200.00, as of March 1, 2016;
3. From \$1,200.00 to \$1,225.00, as of November 1, 2016;
4. From \$1,225.00 to \$1,420.00, as of March 1, 2017.

The tenant paid all increases except the most recent one. He paid \$1,225.00 from November 1, 2016, through April 1, 2017, and began paying \$1,200.00 in May and June of 2017 when the Western Management Properties took over the property management per Court Order. This evidence was not disputed.

¹ Exhibit A

² Exhibit B

³ Exhibit C

⁴ Exhibit D

RAP Notice

The tenant testified and stated on his petition that he never received the RAP Notice. The tenant testified that he did not receive the RAP Notice when he moved into the subject unit and he did not receive the RAP Notice with any of the rent increases.

Decreased Housing Services

The tenant submitted an attachment⁵ with his petition which identified five items as decreased housing services. However, at the hearing, the tenant testified that the repairs have been made since Western Management began managing the subject property and he no longer wish to allege any claims because all issues were addressed by Western Management. Therefore, this claim was withdrawn and will not be addressed in this Hearing Decision.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Rent Increases are Invalid - No RAP Notice

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy⁶ and together with any notice of rent increase.⁷

It is undisputed that the owner never provided the RAP Notice to the tenant. Therefore, all rent increases are invalid and the rent will roll back \$1,100.00 per month, the amount the tenant paid prior to the first contested rent increase. The tenant is entitled to restitution for rent overpayments when he paid the increased rent amounts. The overpayment is shown in the table below:

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Mar-15	1-Feb-16	\$1,150	\$1,100	\$ 50.00	12	\$ 600.00
1-Mar-16	1-Oct-16	\$1,200	\$1,100	\$ 100.00	8	\$ 800.00
1-Nov-16	1-Apr-17	\$1,225	\$1,100	\$ 125.00	6	\$ 750.00
1-May-17	1-Jul-17	\$1,200	\$1,100	\$ 100.00	3	\$ 300.00
TOTAL OVERPAID RENT						\$ 2,450.00

⁵ Exhibit E

⁶ O.M.C. Section 8.22.060(A)

⁷ O.M.C. Section 8.22.070(H)(1)(A)

RESTITUTION

	MONTHLY RENT	\$1,100
	TOTAL TO BE REPAID TO TENANT	\$ 2,450.00
	TOTAL AS PERCENT OF MONTHLY RENT	223%
AMORTIZED OVER	12 MO. BY REG. IS	\$ 204.17
OR OVER	MONTHS BY HRG. OFFICER	

ORDER

1. The Tenant Petition T17-0103 is granted.
2. The rent increases are invalid. The monthly **base** rent is \$1,100.00.
3. The tenant is entitled to a credit in the amount of \$2,450.00, due to rent overpayments.
4. The credit will be applied as follows: for the next twelve (12) months per Restitution Table above, the tenant's monthly rent will be temporarily decreased by \$204.17, to \$895.83, beginning with the rent payment on September 1, 2017, and ending with the rent payment on August 1, 2018. On September 1, 2018, the monthly rent will increase by \$204.17. This is not considered a rent increase, it is the end of restitution period.
5. The owner is otherwise entitled to increase the tenant's rent six months after proper service of the Notice of the existence of the Rent Adjustment Program and in accordance with the notice requirements of Cal. Civil Code §827 and the Rent Adjustment Program Ordinance (O.M.C. §8.22 et seq.).

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

Dated: August 18, 2017



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

PROOF OF SERVICE

Case Number T17-0103

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

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

Tenant

Muluken Demeke Worekneh
2116 High St #6
Oakland, CA 94601

Owner

Lavette Lankford
5704 Los Angeles St
Oakland, CA 94608

Tenant Representative

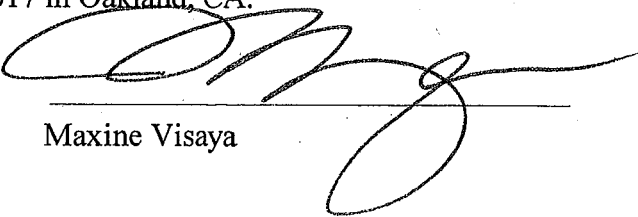
Samson Debebe
1235 30th St #C
Oakland, CA 94608

Owner Representative

Western Property Management
678 14th St
Oakland, CA 94612

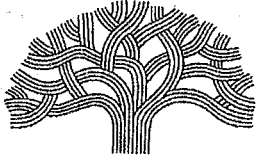
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 23, 2017 in Oakland, CA.



Maxine Visaya

000027



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED

For date stamp...
ARBITRATION PROGRAM

2017 AUG 30 PM 3:26

APPEAL

Appellant's Name <i>Rakette Lankford</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) <i>2116 High St Oakland, Ca 9460</i>		
Appellant's Mailing Address (For receipt of notices) <i>5704 Los Angeles St</i>		Case Number <i>T-17-0103</i>
		Date of Decision appealed <i>8-23-17</i>
Name of Representative (if any) <i>Self</i>	Representative's Mailing Address (For notices)	

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

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

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

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

For more information phone (510) 238-3721.

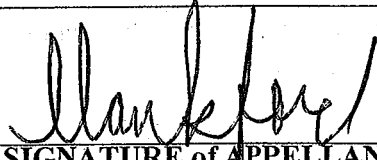
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on 8-30, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	LaVette Hankford
Address	5704 Los Angeles St
City, State Zip	Oakland, Ca 94608
Name	Muliken Demeke Woreneh
Address	2116 High St 6
City, State Zip	Oakland, Ca 94601

	8-30-17
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

RECEIVED
 HERRINGTON FOUNDATION
 2017 AUG 30 PM 3:26

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2017 AUG 30 PM 3:26

For more information phone (510) 238-3721.

8-30-17

2017 AUG 30 PM 3:26

I am one of the owners
of 2116 High St. In April, the
court put a receiver over the
property, which did a bad
job, did not pay none of the bills.
I was not able to represent
myself. I did not know anything
or had no proof about the
tenant. The tenant moved in 3-14-17
with no children now she has
3 kids. 3-14 her rent was 1100
3-15 1,150 3-16 1,200 + trash.
I wrote them a letter 12-2-16
Blankfox
(510) 837-4882

P.S. They have
no rental agreement
the lease on 3-1-16
They did not want
to begin 3-16 to 3-1-17
so they are staying with
no lease

CHRONOLOGICAL CASE REPORT

Case No: T17-0368

Case Name: Guidry v. MYND Management

Property Address: 1560 Jackson Street, #12, Oakland, CA

Parties: Paul Guidry (Tenant)
MYND Management (Owner Representative)
Westlake Partners (Owner)

TENANT APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 23, 2017
Owner Response filed	August 10, 2017
Administrative Decision Issued	October 20, 2017
Tenant Appeal filed	November 6, 2017

T17-0368 KM/BA

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp <div style="text-align: center; font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 1.2em;">JUN 23 2017</div> <div style="text-align: center; font-weight: bold;">RENT ADJUSTMENT PROGRAM OAKLAND</div>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name <i>Paul L. Guidry</i>	Rental Address (with zip code) <i>1560 JACKSON ST # 2 Oakland, CA 94612</i>	Telephone <i>(510) 465-4477</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>MYND MANAGEMENT</i>	Mailing Address (with zip code) <i>P.O. BOX 71006 Oakland CA 94612</i>	Telephone <i>(510) 306-4990 (510) 306-4490</i>

Number of units on the property: *1*

Type of unit you rent (circle one)	House	Condominium	<u>Apartment</u> , Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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 increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
(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) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
(g) The contested increase is the second rent increase in a 12-month period.
(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the enhanced notice was not filed with the RAP.
(i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
(j) 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).
(k) I wish to contest an exemption from the Rent Adjustment Ordinance (OMC 8.22, Article I)

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

Date you moved into the Unit: June 1 2004 Initial Rent: \$ 950.00 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
12-19-16	1-1-17	\$ 1,236.00	\$ 1,348.50	<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

He DID give me a 30 day NOTICE

* You have 60 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 never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: _____

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 service problems, 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, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (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.

Paul [Signature]

Tenant's Signature

6-23-17

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 Rent Adjustment Program Hearing Officer the same day.

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

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of documents attached to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file 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
- _____ Other (describe): _____

30 Day Notice of Change of Monthly Rent

To Paul L. Guidry (Resident) for the
(And all other occupants in possession)
premises located at: 1560 Jackson St.
Unit 12, (if applicable) Oakland (Address), California 94612
(City) (Zip)

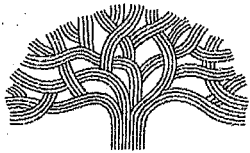
NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 27, that thirty (30) days after service upon you of this Notice, or 2/1/2017, whichever is later, your monthly rent is payable in advance on or before the (Date)
1 day of each month, will be the sum of \$ 1,348.50, instead of \$ 1,236.00, the current monthly rent.

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

12/19/2016
Date

[Signature]
Owner/Agent





CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2017 AUG 10 AM 9:42

**PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T17- 0368

Your Name <i>Westlake Partners</i>	Complete Address (with zip code) <i>Po Box 71006 Oakland, CA 94612</i>	Telephone: Email:
Your Representative's Name (if any) <i>Mynd Management</i>	Complete Address (with zip code) <i>Po Box 71006 Oakland, CA 94612</i>	Telephone: <i>(510) 306-4440</i> Email: <i>resident@mynd.co</i>
Tenant(s) Name(s) <i>Paul Guidry</i>	Complete Address (with zip code) <i>1560 Jackson St #12 Oakland, CA 94612</i>	
Property Address (If the property has more than one address, list all addresses) <i>1560 Jackson St. Oakland, CA 94612</i>	Total number of units on property <i>33</i>	

Have you paid for your Oakland Business License? Yes No Lic. Number: 00174482
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 08/01/15

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

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
Effective 2/1/17	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<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 6/1/2004

The tenant's initial rent including all services provided was: \$ 950.00 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? _____

Is the tenant current on the rent? Yes No

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
12/19/2016	2/1/2017	\$ 1236.00	\$ 1348.50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

8/10/17

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2017 AUG 10 AM 9:42



August 9, 2017

City of Oakland
Rent Adjustment Program
P.O. Box 70243
Oakland, CA 94612-0243

Re: Case #T17-0368

To Whom It May Concern:

Enclosed is the Property Owner Response to the resident petition regarding the rent increase for 1560 Jackson Street #12. We would like the following items to be considered and the petition dismissed immediately.

1. The rent increase notice was sent to Paul Guidry on 12/19/2016. Mr. Guidry's petition is dated June 23, 2017, well after the 60-days that was allotted to submit a petition for rent increase.

Please dismiss this petition as soon as possible as it was not filed within the timeframe required under the ordinance.

Sincerely,

Janette Miles
Property Management
Mynd Management, Inc.
510-306-4440
residents@mynd.co

000041

CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CALIFORNIA
94612-2034



Housing and Community Development Department
Residential Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBERS: T17-0368, Guidry v. MYND Management

PROPERTY ADDRESS: 1560 Jackson Street, #12, Oakland, CA

PARTIES: Paul Guidry (Tenant, Unit 12)
Mynd Management (Owner Representative)
Westlake Partners (Owner)

INTRODUCTION

Tenant Paul Guidry filed a petition on June 23, 2017, contesting a rent increase from \$1,236 to \$1,348.50 per month, effective January 1, 2017, that he claims exceeds the Consumer Price Index (CPI) authorized rent increase, and is unjustified or is greater than 10%.

On August 10, 2017, Westlake Partners filed a timely response to the tenant petition, claiming that the tenant's petition was untimely and that the rent increase was justified by capital improvements.

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 these cases, 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.

In order to file a petition contesting a rent increase, a *Tenant Petition* must be filed within 90 days of the date of a rent increase notice, providing a *RAP Notice* was provided with the rent increase notice. The tenant in this case declared under penalty of perjury that he received a *RAP Notice* with his rent increase notice. Therefore, the tenant had 90 days to file his petition after he was served with the notice of increase.

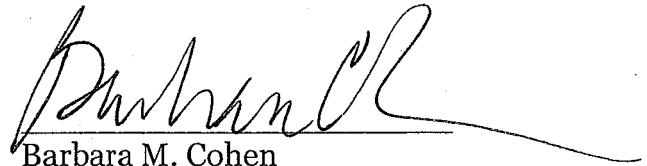
000042

In his petition, the tenant states that he was served the notice of increase on December 19, 2016. His petition was filed on June 23, 2017, far more than 90 days after receiving the rent increase notice. Since this is the only claimed raised by the *Tenant Petition*, it must be dismissed.

ORDER

1. Petition number T17-0368 is dismissed. The rent remains \$1,348.50 a month.
2. The hearing scheduled for November 14, 2017 in this case, **is cancelled**. Please note that there were other cases set for Hearing that day involving the same parties (T17-0398 and L17-0183) for which a new hearing date has been set. The new hearing date is December 8, 2017.
3. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: October 16, 2017


Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T17-0368

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

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

Tenant

Paul L. Guidry
1560 Jackson St #12
Oakland, CA 94612

Owner

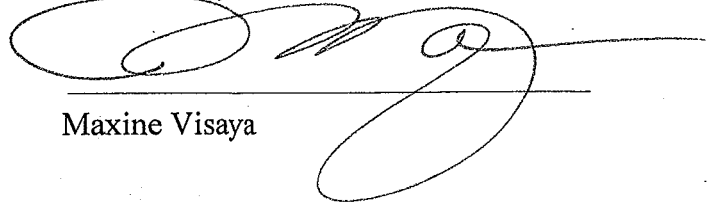
Westlake Partners
P.O. Box 71006
Oakland, CA 94612

Owner Representative

MYND Management
P.O. Box 71006
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 20, 2017 in Oakland, CA.



Maxine Visaya



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

For date stamp.

RECEIVED

NOV 6 2017

OAKLAND RENT ADJUSTMENT APPEAL

Appellant's Name <i>Paul Guidry</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>1560 Jackson St #12 Oakland CA 94612</i>			
Appellant's Mailing Address (For receipt of notices) <i>1560 Jackson St #12 Oakland CA 94612</i>		Case Number <i>T17-0368</i>	Date of Decision appealed <i>10-16-2017</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

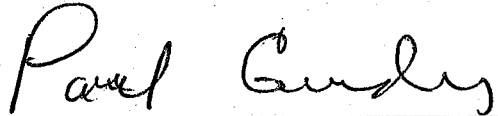
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on 11-6, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	OWNER West Lake Partners
<u>Address</u>	P.O. Box 71006
<u>City, State Zip</u>	Oakland CA 94612
<u>Name</u>	City of Oakland 25
<u>Address</u>	250 Frank H Ogawa Plaza Suite 5313
<u>City, State Zip</u>	Oakland CA 94612-2034

	11-6-2017
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

RECEIVED
T17-0368 ARBITRATION PROGRAM

2017 NOV -6 PM 1:04

Paul Guidry

1560 Jackson St #12

Oakland CA 94612

Case Numbers T17-0368 Guidry V.MYND Management

Dear Rent Adjustment Program:

I am appealing this case because MYND Management increased my rent and never renovate my apartment.

(1) On Dec 12 2017 MYND sent me 30 day notice of change of Monthly rent MYND stated rent increase On Feb 1 2017.but MYND increase my rent on Jan 1 2017. this is only 11 days.MYND sent me a letter on Jan 23 2017 Stated my balance due \$127.20.MYND charge me with late fee.a copy of the letter and a copy of my checks is in the file.

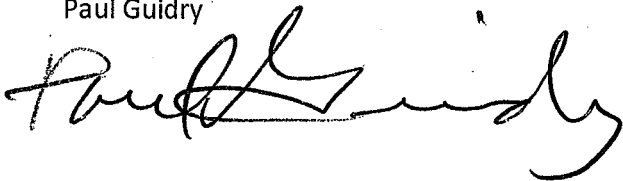
(2) MYND inspector inspect my apartment on May 22 2017 and July 27 2017.Evident is in the file.

(3) On July 11, 2017 City of Oakland Inspection Division inspected my apartment and give me a copy of

The report I mailed a copy to MYND Management. On July 27 2017 when MYND inspector inspected my apartment I give MYND another copy Oakland Inspection division report.Both Oakland inspection division report is in the file and the violation.

(4) Please read all the evidents in my file.

Paul Guidry



000047

Paul Guidry

1560 Jackson ST #12

Oakland CA 94612

July 28 2017

ARBITRATION PROGRAM
2017 NOV -6 PM 1:05

RECEIVED
2017 JUL 31 AM 9:14

Department of housing and Community

Rent adjustment program

To whom may concern:

On July 28,2017 Westlake Partners,LLC (MYND Management Inc) inspector enter my dwelling unit 12

To Complete Annual inspection and test, repair or maintain Smoke detector,follow up on lease violation

For disconnection Smoke Detector.On May 24 2017 MYND told me they would install my smoke detector on July 6 2017 but never did.

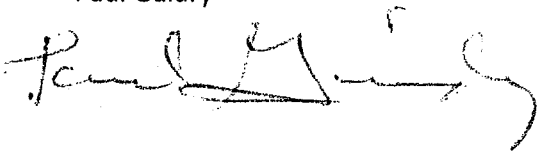
On July 28 2017 Westlake Partners LLC inspector was only concern about the smoke detector location to take some more photo I told him MYND already take picture on May 24 2017 I give him a copy of

City of Oakland Building inspection report, and told him I mail a City of Oakland report to MYND on

July 12 2017.I told him they never had a smoke detector in my apartment and he left . He never wanted

to take photo of the Bathroom and garage.

Paul Guidry



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ARBITRATION PROGRAM
2017 NOV -6 PM 1:05

January 23, 2017

Paul Guidry
1560 Jackson St #12
Oakland, CA 94612

Dear Paul,

As of January 23, 2017, our records indicate a balance due of \$127.20 on your account.

Balance as of 01/23/2017	Prepayments	Total Unpaid	Deposit Held
\$127.20	\$0.00	\$127.20	\$1,200.00

Transaction	Date	Ref #	Description	Contact/Account Nickname	Deposit Date	Charges	Payments	Balance
<u>Decoupled Payment</u>	01/05/2017	1524	Payment of \$1,238.00 applied to (01/01/17, acct 40010.000, \$1,236.00) and \$1.00 applied to (01/04/17, acct 41015.000, \$131.20) and \$76.00 applied to (01/01/17, acct	Paul L. Guidry	01/05/2017		\$1,313.00	\$127.20
<u>Partially Paid Charge</u>	01/04/2017		41015.000 - Late Fee			\$131.20		\$1,440.20
<u>Paid Charge</u>	01/01/2017		40020.000 - Rent - Parking			\$76.00		\$1,369.00
<u>Paid Charge</u>	01/01/2017		40010.000 - Rent			\$1,238.00		\$1,233.00

Payment can be made by logging into your account at resident.mynd.co or via check or money order payable to Mynd Management, Inc and mailed to the following address:

Mynd Management
PO BOX 71006
Oakland, CA 94612

Effective immediately all future payments will first be applied to outstanding balance due including unpaid rent, pet rent and late fees prior to current rent owed. A rent demand notice will be served upon you in attempt to collect all outstanding balance due.

Please remit your payment immediately upon receipt of this notice.

Thank you,

Mynd Management

1524

- Track Your Expenses
- Auto Travel
- Education
- Entertainment
- Food
- Home
- Insurance
- Medical Dental
- Savings
- Taxes
- Utilities
- Other

12-30-16

BAL.	
FOR D	
ITEM	
AMOUNT	1,313.00
BALANCE	
DEPOSIT	
FOR D	

Duplicate is produced using skyline and infrared images that appear light

TAX DEDUCTIBLE ITEM

MICRO

NOT NEGOTIABLE

For enhanced security your account number will not be printed on this copy

1527

- Track Your Expenses
- Auto Travel
- Education
- Entertainment
- Food
- Home
- Insurance
- Medical Dental
- Savings
- Taxes
- Utilities
- Other

1-23-17

BAL.	
FOR D	
ITEM	
AMOUNT	127.24
BALANCE	
DEPOSIT	
FOR D	

Duplicate is produced using skyline and infrared images that appear light

TAX DEDUCTIBLE ITEM

MICRO

NOT NEGOTIABLE

For enhanced security your account number will not be printed on this copy

30 Day Notice of Change of Monthly Rent

To Paul L. Guidry (Resident) for the

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

Unit 12, (if applicable) Oakland (Address), California 94612
(City) (Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 27, that thirty (30) days after service upon you of this Notice, or 2/1/2017, whichever is later, your monthly rent is payable in advance on or before the 1 day of each month, will be the sum of \$ 1,348.50, instead of \$ 1,236.00, the current monthly rent.

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

Date 12/19/2016

[Signature]
Owner/Agent

Paul Guidry
1560 Jackson St #12
Oakland CA 94

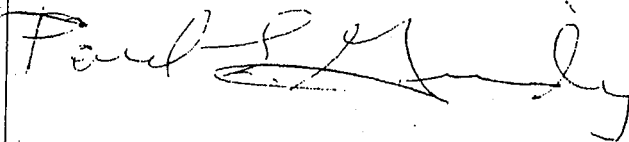
Feb 7, 2017

Dear MYND:

Peggy Watts tenant at 1560 Jackson St #21 Oakland CA 94612 told me her rent increase 3 percent starting Feb 1 2017. and will show me the lease to verified she is telling the true, and other tenants in the building rent increase 3 percent starting Feb 1 2017.

If she is telling the true. Why my rent increased 9 percent starting Jan 1, 2017 instead of Feb 1 2017?

Paul Guidry



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CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2017 NOV -6 PM 1:05

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2017 OCT -6 AM 9:56

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

Planning and Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
www.oaklandnet.com

(510) 238-6402
FAX:(510) 238-2959
TDD:(510) 238-3254

NOTICE OF VIOLATION

September 18, 2017

Certified and Regular mail

To: WEST LAKE PARTNERS LLC
1999 HARRISON ST 24TH,
OAKLAND CA 94612-3520

Code Enforcement Case No.: 1702913
Property: 1560 JACKSON ST, #12, OAKLAND 94612
Parcel Number: 8-629-17-9
Re-inspection Date: 11/06/2017

Code Enforcement Services inspected your property on 7/11/2017 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified on the attached List of Violations below are present.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector ss, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6219 and by email at wloo@oaklandnet.com.

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

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

If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00. The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00. In addition, Priority Lien fees in the amount of \$1,926.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court. Furthermore, this Notice of Violation may be recorded on your property.

List of Violations

Property Address: 1560 JACKSON ST, #12, OAKLAND 94612 Complaint #: 1702913

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
	Building Maintenance (Code)		
yes	1. The kitchen cabinet surfaces are in disrepair. Resurface or replace.	kitchen	15.08.080E
yes	2. The kitchen flooring is in deteriorated condition. Replace.	kitchen	15.08.080E
yes	3. The kitchen exhaust fan has an accumulation of grime. Clean.	kitchen	15.08.080E
yes	4. The bathroom floor tiles next to tub is in disrepair. Repair or replace.	bathroom	15.08.080E
yes	5. Smoke detectors are missing in the hall & bedroom. Provide.	hall & bedroom	15.08.320
yes	6. The electric baseboard heater is alleged to be inoperable. Inspect.	living room	15.08.260A
yes	7. The ceiling above the parking space is water damaged. Repair.	garage	15.08.080E

Notice of Violation
Page of

County Assessor Display

Assessor Parcel Record for APN 008- -0629-017-09

Parcel Number:	8-629-17-9
Property Address:	1560 JACKSON ST, OAKLAND 94612
Owner Name:	WEST LAKE PARTNERS LLC
Care of:	
Attention:	
Mailing Address:	1999 HARRISON ST 24TH, OAKLAND CA 94612-3520
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.
Recorder Number:	2015-164477
Recorder Date:	6/12/2015
Mailing Address Effective Date:	6/12/2015
Last Document Input Date:	9/3/2015
Deactivation Date:	
Exemption Code:	

[Home](#)
 [Enter Assessor Parcel Number](#)
 [Property List](#)
 [Assessments](#)
 [Property Details](#)
 [GIS Parcel Map](#)
 [Alameda County Web Site](#)
 [Use Codes](#)

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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

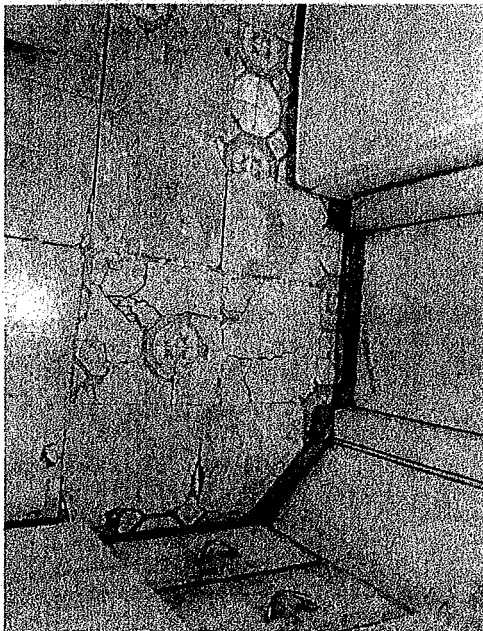
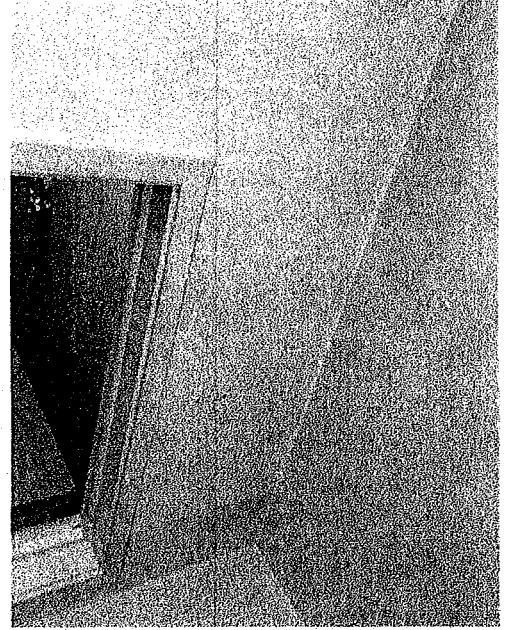
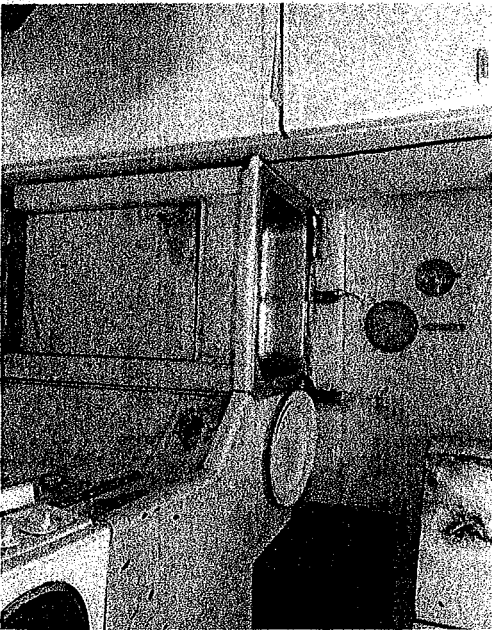
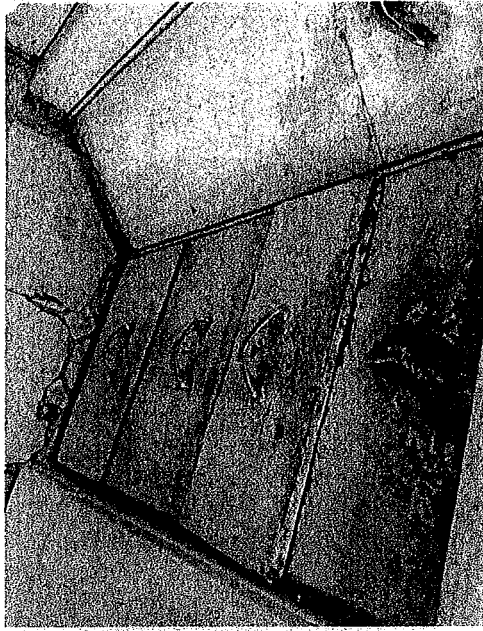
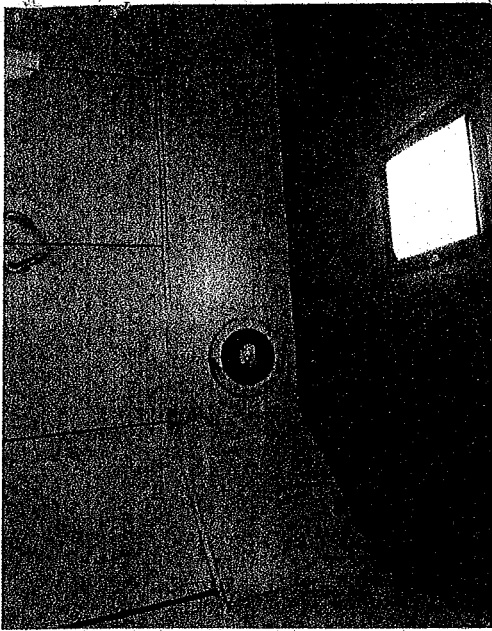
Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

Postage \$

Postmark Here

WEST LAKE PARTNERS LLC
 1999 HARRISON ST 24TH,
 OAKLAND CA 94612-3520
 1702913-ASR-9/19/17

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



1702913
1560 Jackson St #1205
7-11-17

000056

Request for Service: Tenant Complaint

Property Address: 1560 Jackson St. Unit No. 12 Inspection Date: 7-11-17
 Complaint No. 1702913 Inspector: Wing LOO Phone No. 510-238-6219
 Complainant's Name: Paul Guidry Phone No. 510-465-4477
 Owner/Manager: MyND Management Inc Phone No. 510-306-4440

INSPECTION:

PROPERTY MAINTENANCE:

Overgrown vegetation: _____
 Trash & debris: _____
 Lack of/Inadequate garbage service: _____
 Unapproved open storage _____
 Unapproved parking _____

BUILDING MAINTENANCE:

Electrical: _____
 Plumbing: _____
 Plumbing leak: _____
 Clogged sink/toilet: _____
 Building sewer blockage: _____

Lack of/defective heating system: Alleged inoperative
 Mechanical: Kitchen exhaust - grim
 Wall/ceiling/floor defects: Kitchen floor covering
 Others: Kitchen cabinets surface defective
 Others: bath floor tiles loose & collapsing next to tub
 Others: water stain/damages on garage ceiling above tenant's parking space
 Extensive surface mold present on _____

Window defects: _____
 Lack of window egress: _____
 Lack of light/ventilation: _____
 Mice/rodents/roaches: _____
 Roof leaking/damaged: _____
 Damaged/non-functional Doors/locks: _____
 Stairs/decks/railing: _____
 Exterior walls/windows/trim: _____
 Blocked exits: _____
 No resident manager (required 16 units or more)
 Unpermitted work: _____
 Unpermitted work: _____
 Undocumented residential unit: _____

Missing/Inoperative smoke/carbon monoxide detectors: hallway & bedroom

See brochure for remediation guild lines. (Description required, e.g. bedroom wall under window, tub ceiling)

Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice to Abate by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

Signature: Paul Guidry Date: 7-11-17

1 Paul Guidry
2 1560 Jackson ST #122
3 Oakland CA 94612

ARBITRATION PROGRAM
2017 NOV -6 PM 1:05

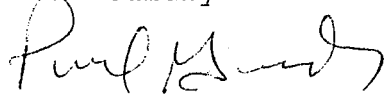
4 June 26, 2017

5 Department Of Housing And Community
6 Development Rent Adjustment Program

7 Dear Roberta:

8 On September 9, 2016 After begging Manager Andrew for almost a
9 year to fix my apartment he enter my dwelling and check the
10 apartment he told me the only way MYND will fix your apartment I
11 would have to resolved case T16-0088 and T16-0204 I resolve the
12 cases MYND never fix my apartment.

11 Paul Guidry

12 

NOTICE TO ENTER DWELLING UNIT
[California Civil Code section 1954]

Resident(s): Paul Guidry
(and all others in possession)

Premises: 1560 Jackson St #12 Oakland, CA 94612
(Address, Apt #, City, State, Zip Code)

TO RESIDENT(S):

PLEASE TAKE NOTICE that pursuant to California Civil Code Section 1954, Landlord does hereby give notice that the Landlord, Landlord's Agent or Landlord's Employees will enter said premises on or about the 9 day of September, 2012, during normal business hours for the reason set forth in the checked (✓) numbered item(s) below:

- 1. To make necessary or agreed repairs, decorations, alterations or improvements.
- 2. To supply necessary or agreed services.
- 3. To exhibit the dwelling unit to prospective or actual purchasers, mortgagees or tenants.
- 4. To exhibit the dwelling to prospective or actual workmen or contractors.
- 5. Pursuant to a Court Order.
- 6. To complete annual Berkeley RHSP inspection and to test, repair or maintain smoke detectors.
- 7. To inspect waterbed or liquid-filled furniture.
- 8. When the tenant has abandoned or surrendered the premises.

Estimated time of arrival (if known): 8:00am - 10:00am (am/pm)

Date: 9/3/2012

[Signature]
Landlord



000059

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CALIFORNIA 94612-2034

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
RENT ADJUSTMENT PROGRAM

TEL (510) 238-3721
FAX (510) 238-3691
TDD (510) 238-3254

REQUEST TO DISMISS PETITION

Date: 9/20/16

I, Paul Guidry, filed a petition with the Oakland Rent Adjustment Program.

The Case Number is T16-0088 and T16-0204. I request that my petition be dismissed for the following reason(s): the parties resolved the issues

I have moved and my new address is: _____

Signed Paul L. Guidry Date 9/20/16
Petitioner

ORDER

At the request of the Petitioner, case number T16-0088 and T16-0204 is dismissed without prejudice. The mediation/hearing (circle as appropriate) scheduled for 9/20/16 is cancelled.

Dated: 9/20/16

[Signature]
HEARING OFFICER

Retaliation against tenants for using the Rent Adjustment process is prohibited by California Civil Code §1942.5 and Oakland Municipal Code §8.22.130.

RECEIVED
RENT ADJUSTMENT PROGRAM

2017 NOV -6 PM 1:05

ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS*

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

Date: 12/19/2016

To Tenant(s): Paul L. Gridry

Property Address: 1560 Jackson St.

Unit Number 12

Current Rent: \$ 1,236.00 # of Units 33

Date of Rent Increase: 2/1/2017

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

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

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

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

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

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

Step 4: Enter capital improvements for specific unit

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
FRONT EXTERIOR WINDOWS	\$4,375.17	10/27/2015	11/2/2015
FRONT INTERIOR BLINDS	\$750.00	10/28/2015	2/3/2016
FRONT DOOR REPLACEMENT	\$433.63	10/30/2015	11/10/2015
SUBTOTAL:	\$5,558.80		

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

$$\frac{\$5,558.80}{\text{Subtotal}} \times 70\% = \frac{3,891.16}{\text{Step 5}}$$

Step 6: Add:

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

\$ 5,559.61

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

\$ 3,891.16

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

\$ 9,450.77
(6c)

Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD

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

Step 7a: (10% limit) Current Rent \$ 1,236.00 x 10% = \$ 123.60
(7a)

Step 7b: (# of months) Divide the total allowable pass-through (6c) by 7a \$ 9,450.77 ÷ \$ 123.60 = 76.46
(6c) (7a) (7b)

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

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

$$\frac{76.46}{(7b)} \div 12 = \frac{6.37}{(7d)}$$

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

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

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

Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE

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

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

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

$$\frac{\$ 9,450.77}{6c} + \frac{84}{7f} = \$ 112.50 \text{ ALLOWABLE RENT INCREASE}$$

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

Rent Increase Amount: \$ 112.50

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

$$\frac{\$ 112.50}{\text{Rent increase}} + \frac{\$ 1,236.00}{\text{Current Rent}} \times 100 = \frac{9.10}{\% \text{ increase}}$$

New Rent: \$ 1,348.50 (old rent plus rent increase)

Amortization Period 7 (In years, minimum of 5)

Date Rent Increase Begins: 2/1/2016 Date Rent Increase Ends: 1/1/2023

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

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

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

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

By: 
Owner's Signature

ANDREW CRAVICKSHANK
Print Name

IMPROVEMENT OR REPAIR	DATE COMPLETED	DATE PAID FOR	FULL COST	Amortizable Cost (70%)
Front Exterior Windows	10/27/2015	11/2/2015	\$4,375.17	\$3,062.62
Front Interior Blinds	10/28/2015	2/3/2016	\$750.00	\$525.00
Front Door Replacement	10/30/2015	11/10/2015	\$433.63	\$303.54
Subtotal			\$5,558.80	\$3,891.16

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

000065

RECEIVED
WEST ARBITRATION PROGRAM
2017 NOV -6 PM 1:05

Paul Guidry
1560 Jackson St, Apt 12
Oakland, CA 94612

Westlake Partners LLC
1999 Harrison Street, 24th Floor
Oakland, CA 94612

VIA U.S. Mail

February 24, 2016

RE: Concerns regarding 1560 Jackson St, Apt 12, Oakland, CA 94612

To Whom It May Concern:

My name is Paul Guidry. I have been a tenant at the above-mentioned address for approximately twelve and a half years. I write to address concerns regarding the property and my tenancy. I have previously notified the manager, Andrew Cruikshank, of these concerns in writing on numerous occasions. To date, my concerns have not been addressed.

Recently, I sought the assistance of an attorney at Centro Legal de la Raza and was advised of my rights and your obligations. Below I have spelled out my concerns.

Three Day Notice and Habitability Concerns

I received a Three Day Notice on or about February 17, 2016, which states that I am violating a term of my lease agreement for "failure to pay owner for costs to repair, replace or rebuild portion of premises damaged by Resident." Please note that I have not damaged any of the premises, and am not violating my lease.

On or about February 10, 2016, the manager sent me a copy of an invoice from A & A Maintenance, which states that a towel blocked the sink drain and water was running all over. This invoice was attached to a letter that stated that I needed to pay for the costs of the repair. I have never put a towel in the sink drain, nor have I had guests in the apartment who have put a towel in the sink drain. The need for repair was not my fault, and I am not financially responsible.

The sink pipe began leaking even though the valve was completely closed and I reported it to the manager immediately. The manager came with a plumber who told the manager on Friday, January 15, 2016, that the pipe needed to be replaced and the valve was completely shut. The manager told me that they would return on Monday to replace the pipe. I told him this was an emergency and needed to be fixed immediately, and was informed that they couldn't send someone over the weekend. At no point was it mentioned to me that there was a towel causing an issue. I have serious concerns about the validity of this invoice, both because I did not put a

000066

towel in the sink, and because the address listed as the A & A Maintenance place of business is a residential home.

Furthermore, there are a number of habitability violations at my apartment. I am most concerned about the pipe attached to the toilet, which is leaking with the valve completely closed. This is the same problem that happened with the kitchen sink, when it began to overflow, due to no fault of my own.

Moreover, under Oakland's Tenant Protection Ordinance (OMC § 8.22.600 *et seq.*), when notified of the need for repairs, a landlord must take action to make the repairs within 15 days. OMC § 8.22.650(B). If the landlord fails to maintain adequate conditions and/or make repairs once notified of their need, the landlord may be liable to a tenant for damages, including rent reductions, actual damages, special damages, and treble damages. Please refer to California Civil Code §1941 *et seq.* and O.M.C. § 8.22.600 *et seq.* or consult an attorney if you have questions about your obligations under these laws.

I respectfully ask that you complete repairs by no later than 30 days after receiving this letter. I will, of course, cooperate with you in scheduling times for the repairs to be completed. I ask, in return, that you comply with your legal obligations to notify me in writing, 24 hours in advance any time you, or your agent, intend to enter the apartment. If making necessary repairs requires me to vacate the apartment, I ask that you provide me with temporary relocation to a vacant unit. I would also reserve my right to return to my unit after necessary repairs are made.

Right to Receipt

I hereby request that you provide me with a receipt for all future rent payments. Pursuant to the California Civil Code Section 1499 "A debtor has a right to require from his creditor a written receipt for any property delivered in performance of his obligation." Moreover, pursuant to California Code of Civil Procedure Section 2075 "Whoever pays money, or delivers an instrument or property is entitled to a receipt therefor from the person to whom the payment or delivery is made..." According to these laws, I am both entitled to receive receipts of rent paid, request copies of rent receipts, and will continue to pay with a check or some other means that would allow me to document my rent payments.

Concerns about Harassment and Retaliation

It is unlawful for a landlord to retaliate against or harass a tenant for exercising his rights. Moreover, under Oakland's Tenant Protection Ordinance (OMC § 8.22.600 *et seq.*), a landlord who harasses and/or retaliates against a tenant may be liable to a tenant for damages, including rent reductions, actual damages, special damages, and treble damages. Please refer to California Civil Code §1941 *et seq.* and O.M.C. § 8.22.600 *et seq.* or consult an attorney if you have questions about your obligations under these laws.

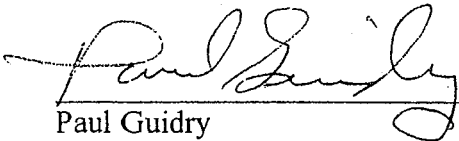
I firmly believe that I am being harassed in retaliation for raising my legally protected rights as a tenant. Specifically, the manager asked to borrow my key to the mailbox. I gave him my key, and then was unable to access my mail for three and a half weeks. When I told the manager I

needed my key back, he opened the mailbox with a screwdriver and figured out the code numbers to access the mail. Later, the postal service carrier explained that someone had illegally tampered with the mailboxes. I had to go to the locksmith and pay for a new key.

Conclusion

Please note that this letter is simply an attempt to exercise my rights under California and Oakland law. Accordingly, any attempt to evict me, raise my rent, or otherwise harass or intimidate me in retaliation for exercising my rights would violate California law. Indeed, any such actions may give rise to the legal presumption that you are illegally trying to evict me. Please further note that such behavior could result in landlord liability in terms of actual damages, punitive damages of no less than \$100 per retaliatory act, attorney's fees, and all other remedies available by law. Please see California Civil Code § 1942.5 and relevant local statutes or consult with an attorney if you have questions about your rights and responsibilities in this regard.

Sincerely,


Paul Guidry

CC: Centro Legal de la Raza
Andrew Cruikshank, 1560 Jackson St, Apt 2, Oakland, CA 94612

000068



NOTICE TO ENTER DWELLING UNIT
[California Civil Code section 1954]

NOT -6 PM 1:05

Resident(s): Paul Guidry
 (and all others in possession)

Premises: 1560 Jackson St #12 Oakland, CA 94612
 (Address, Apt #, City, State, Zip Code)

TO RESIDENT(S):
 PLEASE TAKE NOTICE that pursuant to California Civil Code Section 1954, Landlord does hereby give notice that the Landlord, Landlord's Agent or Landlord's Employees will enter said premises on or about the 28 day of July, 2017, during normal business hours for the reason set forth in the checked (✓) numbered item(s) below:

- 1. To make necessary or agreed repairs, decorations, alterations or improvements.
- 2. To supply necessary or agreed services.
- 3. To exhibit the dwelling unit to prospective or actual purchasers, mortgagees or tenants.
- 4. To exhibit the dwelling to prospective or actual workmen or contractors.
- 5. Pursuant to a Court Order.
- 6. To complete annual inspection and to test, repair or maintain smoke detectors.
- 7. To inspect waterbed or liquid-filled furniture.
- 8. When the tenant has abandoned or surrendered the premises.

Note: Follow up on lease violation for disconnected smoke detector

Estimated time of arrival (if known): _____ (am/pm)

Date: 7/27/2017

West Lake Partners, LLC
 Landlord



NOTICE TO ENTER DWELLING UNIT

[California Civil Code section 1954]

Resident(s): Paul Guidry
(and all others in possession)

Premises: 1560 Jackson St #12, Oakland, CA 94612
(Address, Apt #, City, State, Zip Code)

TO RESIDENT(S):

PLEASE TAKE NOTICE that pursuant to California Civil Code Section 1954, Landlord does hereby give notice that the Landlord, Landlord's Agent or Landlord's Employees will enter said premises on or about the 24th day of May, 2017, during normal business hours for the reason set forth in the checked (✓) numbered item(s) below:

- 1. To make necessary or agreed repairs, decorations, alterations or improvements.
- 2. To supply necessary or agreed services.
- 3. To exhibit the dwelling unit to prospective or actual purchasers, mortgagees or tenants.
- 4. To exhibit the dwelling to prospective or actual workmen or contractors.
- 5. Pursuant to a Court Order.
- 6. To complete annual inspection and to test, repair or maintain smoke detectors.
- 7. To inspect waterbed or liquid-filled furniture.
- 8. When the tenant has abandoned or surrendered the premises.

Note: Annual inspection and fire alarm testing

Estimated time of arrival (if known): 9am - 5pm (am/pm)

Date: 5/22/2017

Mynd Management - Marn'i (510)306-4440
Landlord



CHRONOLOGICAL CASE REPORT

Case No: T17-0271

Case Name: Jacobs v. Montoya

Property Address: 5836 Walnut Street , Oakland, CA

Parties: Marilyn Jacobs (Tenant)
Jacqueline M. Jacobs (Tenant Representative)
Yesenia Montoya (Owner)
DeAndre Haskins (Owner)
Jason Hasley (Attorney for Owners)

OWNER APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	April 26, 2017
Owner Response filed	June 13, 2017
Hearing Decision Issued	October 13, 2017
Owner Appeal filed	October 23, 2017

2017 APR 26 PM 1:50



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

4-26-17
WED
RECEIVED
CITY OF OAKLAND
For date stamp: 2017 APR 16 AM 11:45
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 **T17-0271 MS/SK**

Your Name Marilyn Jacobs	Rental Address (with zip code) 5836 Walnut Street Oakland, CA 94605	Telephone: 510.506.8265
		E-mail: dearmsmarilyn@gmail.com
Your Representative's Name N/A	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) Yesenia Montoya DeAndre Haskins	Mailing Address (with zip code) 1715 83rd Avenue Oakland, CA 94621	Telephone: 510.962.0400/ 510.213.5180
		Email: ymontoya06@yahoo.com
Property Manager or Management Co. (if applicable) N/A	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 2

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.)

April rent was requested at the full amount however ownership did not take effect until April 7th.

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

<input checked="" type="checkbox"/>	rent increase.
<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input checked="" type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input type="checkbox"/>	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input type="checkbox"/>	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
<input 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 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: July 26, 2017 Initial Rent: \$ 1550.00 /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		
04/13/2017	06/01/2017	\$ 1550/mo	\$ 2500/mo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

N/A

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 *UNSURE*

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

4.25.17

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

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): _____

In approximately August of 2015, I received a letter from Pacific Gas and Electric (PG&E) stating that I did not have gas service however it was noted that gas was being used at my address.

Immediately, I responded and advised PG&E that I was under the impression that I signed up for both gas and electric services when the account was originally opened/transferred into my name.

Subsequently, a gas account was then opened in my name and billed to the address of 5836 Walnut Oakland, CA 94605.

Then in November of 2015 I noticed a significant increase in the amount of my PG&E services so I called PG&E to request a technician come out and check the lines and appliances.

Long story short after a series of investigative tests and a PG&E technician being dispatched to my home, it was discovered that I was being billed for the gas service to my address of 5836 Walnut and my neighbor's address of 5834 Walnut because the units shared the one meter.

On December 31st, 2015 I contacted the previous owners Lisa and Steve Turner to advise of these findings. They assured me this would be taken care ASAP however my PG&E was turned disconnected due to non-payment in February of 2016 and a \$400 deposit was paid for by me in order to reinstate service. I was eventually reimbursed by the Turners through rent withholdings but this went on for several months until the gas account was finally transferred into Lisa Turner's name in approximately June of 2016.

On March 21, 2017, the PG&E was again in jeopardy of being turned off so my neighbor called and put the account in her name. To date I have paid \$25/month for gas services which was previously paid by the owner.

Upon moving into the unit, it took several months for garbage service to be activated. I believe it was not until November of 2015 when I finally received the regular burgundy can however I am still waiting for the grey recyclable can. I have advised the previous owner that I cannot continue to pay for runs to the dump because I do not have adequate cans to account for my family's garbage.

This is a cost of \$30/ a dump run paid approx. 2x a month for a service which should be covered by the owner per original lease agreement.

111-0011

Marilyn Jacobs
5836 Walnut Street
Oakland, CA 94605

April 26, 2017

City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza
Oakland, CA 94612-0243

Via Hand Delivery

RE: Evidence Submission and Clerical Error for Tenant Petition

To Whom It May Concern,

Attached please find:

1. A true and correct copy of the notice of rent increase dated April 7, 2017 at issue in my petition, and
2. A description of the conditions and my concerns regarding gas and garbage utilities for my unit.

Please also note I discovered a clerical error in my petition. I moved into the unit on or about July 26, 2015 (not 2017).

Thank you,

Marilyn Jacobs

CC: Centro Legal de la Raza


2017 APR 26 1 04 PM 50 L0

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2017 APR 26 PM 1:50

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

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 <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721</p>	For date stamp: RENT ADJUSTMENT PROGRAM 2017 JUN 13 PM 12:16
	<p align="center"><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>

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

CASE NUMBER T 17- 0271

Your Name Yesenia Montoya & DeAndre Haskins	Complete Address (with zip code) PO Box 6514 Oakland, CA 94603	Telephone: 510-962-0400
		Email: ymontoya06@yahoo.com
Your Representative's Name (if any) Law Offices of David L. Olson Jason E. Hasley, Esq.	Complete Address (with zip code) 1300 Clay Street, Suite 600 Oakland, CA 94612	Telephone: 510 541-0551
		Email: hasley.law@gmail.com
Tenant(s) Name(s) Marilyn Jacobs	Complete Address (with zip code) 5836 Walnut St. Oakland, CA 94605	
Property Address (If the property has more than one address, list all addresses) 5834-5836 Walnut St., Oakland, CA 94605		Total number of units on property 2

Have you paid for your Oakland Business License? Yes No Lic. Number: 00196609
 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: 38-3175-36
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 4 /6 /17

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
06/01/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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 07/15/2015

The tenant's initial rent including all services provided was: \$ 1,550.00 / 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? new owners provided notices 6/2/17

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>	
04/13/2017	06/01/2017	\$ 1,550.00/mo.	\$ 2,500.00/mo.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input checked="" 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.

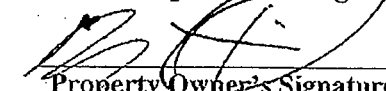
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

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
Yviri Montoya

6-12-17
Date
6-12-17

3

RENT ADJUSTMENT PROGRAM
2017 JUN 13 PM 12:16

1 DAVID L. OLSON, ESQ. (Bar No. 49107)

2 JASON E. HASLEY, ESQ. (Bar No. 233367)
3 LAW OFFICES OF DAVID L. OLSON
4 1300 Clay Street, Suite 600
5 Oakland, California 94612
6 Telephone (510) 446-7844
7 Facsimile (510) 446-7845
8 Email david@dlollegal.com

9 Attorneys for Yesenia Montoya and DeAndre Haskins

10 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
11 RENT ADJUSTMENT PROGRAM

12 Marilyn Jacobs,

13 v.

14 Yesenia Montoya and Deandre Haskins

15) Case No.: T17-0271
16)
17) **RESPONSE TO PETITION**
18) **CONTESTING RENT INCREASE**
19)
20)

21) Hearing Date: August 29, 2017
22) Time: 10:00 AM
23) Location.: 250 Frank H. Ogawa Plaza
24) Suite 5313
25)
26)
27)
28)

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I. INTRODUCTION

This response is submitted by Yesenia Montoya and DeAndre Haskins. The response is provided in conjunction with the Property Owner Response to provide additional information and documents which support the response. The present dispute involves a proposed rent increase by new owners, Yesenia Montoya and DeAndre Haskins, and tenant Marilyn Jacobs. Ms. Jacobs' current rent is \$1,550.00. The proposed increase is to \$2,500.00.

Yesenia and DeAndre purchased 5834-5836 Walnut St. Oakland, CA 94605 ("Property") on approximately April 6, 2017. Ms. Jacobs has been a tenant at 5836 Walnut St. since July 15, 2015 and her rental agreement was entered into with the previous owner. (**Exhibit A**, Rent Agreement¹). The apartment is a two-bedroom unit.

In their response, Yesenia Montoya and DeAndre Haskins identified several justifications for the proposed increase above 10%. As new owners, who recently made a substantial investment to purchase the Property, Yesenia and DeAndre need to increase the rent to cover the costs associated with the purchase and improvements needed for the Property.

The justifications which support the increase include banking, capital improvements and fair return on investment and are each addressed below. When these factors are considered it is clear that a rent increase above the 10% is necessary and justified. Documents supporting the calculations below are attached as **Exhibit F** and to the extent other documents are obtained they will be provided at least 7 days before the hearing.

A. Banking

Ms. Jacobs has been a tenant in the Property since July 15, 2015. No rent increase occurred in 2016. The CPI increase allowed as of July 1, 2016 was 2.0%. As of July 1, 2017, a CPI increase of 2.3% is allowed. Under banking, as of July 15, 2017 Ms. Jacobs rent can

¹ It should be noted that Ms. Jacobs' lease agreement states that she is to pay for all utilities except for water however Ms. Jacobs has not been paying for any utilities. Further, as of the date of this filing, Ms. Jacobs has failed to pay rent for the month of June.

1 increase by 4.3% or \$67.36. This would make Ms. Jacobs new rent, as of July 15, 2017,
2 \$1,617.36. (See **Exhibit B**, Banking worksheet).

3 B. Capital Improvements

4 Since purchasing the Property, Yesenia and DeAndre have made several improvements
5 to the Property and are entitled to amortize one of these costs through a rent increase.

6 April 2017 - Roof replacement \$6,500.00.

7 According to the RAP amortization schedule, roofing repairs are amortized over 10
8 years. This would mean that for each unit, the amount of \$37.92 can be added to each month of
9 rent. (See **Exhibit C**, Capital Improvements Worksheet). With a July 2017 base rent of
10 \$1,617.36 this would increase the rent to \$1,655.28.

11 C. Fair Return on Investment - Debt Service Increase -

12 As stated above, Yesenia and DeAndre recently purchased the Property. There are two
13 units in the building, one that rents for \$2,400 a month and Ms. Jacobs' unit which rents for
14 \$1,550 for a total of \$3,950 (\$47,400 annual). Current monthly expenses for the Property are
15 \$1,564.85 (\$18,778.24 annual) for costs associated with monthly prorated expenses for business
16 license, property insurance, refuse removal, property taxes, water & sewer, home warranty,
17 repairs and legal fees. Without accounting for debt service payments, the Property yields a net
18 operating income of \$2,385.15 (\$28,621.76 annual).

19 Monthly debt service payments on purchase-loan mortgage and HELOC are \$2,311.77,
20 of which only \$2,196.18 are allowed due to the 95% Debt Service limitation. When comparing
21 the allowed total debt service (\$2,196.18) with the monthly net operating income (\$2,385.15),
22 no increase in rent is allowed as, under this type of increase, the amount of increase can only be
23 the amount by which the allowed debt service amount exceeds net operating income. (See,
24 **Exhibit D**, Debt Service Increase Worksheet).

25 However, given that the rent received for the other unit is \$2,400 a month, it is fair to
26 say that that unit is absorbing the expenditures of Ms. Jacobs' unit. When calculating net
27 operating income for each unit separately and comparing with each unit's portion of allowed
28

1 debt service, Ms. Jacobs' unit would be eligible for a \$538.85 rent increase. (See, **Exhibit E**,
2 Marilyn Jacobs' Debt Service Increase Worksheet).

3 As a whole, the Property currently has a monthly 5.02% return on investment ("ROI").
4 This is calculated as:

5	Rents		\$3,950.00
6	Less out-of-Pocket expenses:		
	Operating Expenses	(1,564.85)	
7	Debt service @ 95%	<u>(2,196.18)</u>	<u>(3,761.03)</u>
	Cash flow after all expenses		\$ 188.97
8	ROI = <u>Cash flow after all expenses</u> ÷	<u>\$188.97</u>	= 5.02%
	Out-of-pocket expenses		\$3,761.03

9 Individually, Ms. Jacobs' unit currently has a monthly **-25.8% ROI**. This calculated as:

10	Rent		\$1,550.00
11	Less out-of-Pocket expenses:		
	Operating Expenses	(990.76)	
12	Debt service @ 95%	<u>(1,098.09)</u>	<u>(2,088.85)</u>
13	Cash flow after all expenses		(\$ 538.85)
14	ROI = <u>Cash flow after all expenses</u> ÷	<u>(\$538.85)</u>	= -25.8%
	Out-of-pocket expenses		\$2,088.85

15 and the other unit, which is absorbing Ms. Jacob's unit costs has a monthly **43.52% ROI**:

16	Rent		\$2,400.00
17	Less out-of-Pocket expenses:		
	Operating Expenses	(574.09)	
18	Debt service @ 95%	<u>(1,098.09)</u>	<u>(1,672.18)</u>
19	Cash flow after all expenses		\$ 727.82
20	ROI = <u>Cash flow after all expenses</u> ÷	<u>\$727.82</u>	= 43.52%
	Out-of-pocket expenses		\$1,672.18

21 While the unit paying \$2,400 monthly rent is providing a fair 43.52% return on investment,
22 Ms. Jacobs' unit is operating at a monthly \$538.85 loss. Therefore, Ms. Jacobs' rent would
23 need to be increased to at least \$2,194.13 so that the unit would not be operating at a loss. In
24 order for the unit to be providing the same rate of return as the other unit, the rent would need to
25 be increased to \$2,400.
26
27
28

1 From these facts, it is clear that Ms. Jacobs' rent needs to be increased to address the costs
2 and improvements made by the new owners. As an example, the Oakland Housing Authority,
3 Section 8 voucher program, provides \$2,175 for a two-bedroom apartment.
4

5 II. CONCLUSION

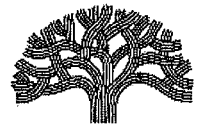
6 For the foregoing reasons, Respondents respectfully request that a rent increase be
7 approved.
8

9 DATED: June 12, 2017

Law Offices of David L. Olson

10
11 By: 

12 David L. Olson, Esq.
13 Jason E. Hasley, Esq.
14 Attorneys for Respondents
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P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0271, Jacobs v. Montoya
PROPERTY ADDRESS: 5836 Walnut St., Oakland, CA
DATE OF HEARING: August 29, 2017
DATE OF DECISION: October 4, 2017
APPEARANCES: Marilyn Jacobs (Tenant)
Jacqueline M. Jacobs (Tenant Representative)
Yesenia Montoya (Owner)
DeAndre Haskins (Owner)
Jason Hasley (Attorney for Owners)

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on April 26, 2017, which alleges that a proposed rent increase from \$1,550 to \$2,500 per month, effective June 1, 2017, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that she has never received the form Notice to Tenants (RAP Notice); that the contested rent increase notice was not served in accordance with State law; and that her housing services have been decreased due to a shared PG&E meter, and that there was no garbage service for her unit for several months after she moved in.

The owners filed a response to the petition, which alleges that the tenant was given a RAP Notice by the new owners on June 2, 2017, that the proposed rent increase is justified by Banking and Fair Return, and denied that the tenant's housing services have been decreased.

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THE ISSUES

- (1) When, if ever, did the tenant receive the RAP Notice?
- (2) Is a rent increase based upon Banking and/or Fair Return justified and, if so in what amount?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

RAP Notice: At the Hearing, the tenant testified that she first received the RAP Notice in May 2017. The owners testified that they gave the tenant the RAP Notice on June 2, 2017. They had no information as to whether the RAP Notice had been given by the prior owner.

Rent History: The tenant testified that she moved into the subject rental unit in July 2015, at a rent of \$1,550 per month, and she continues to pay this amount.

Decreased Housing Services:

PG & E: The tenant testified that she lives in a duplex building. When she moved into her unit, her agreement with the prior owner was that the owner paid for water and garbage; she was to pay for gas and electric service for her unit. In or about November 2015, she noted that her PG&E bill seemed to be very high. She called PG&E, and this company sent an inspector to the property. The inspector informed the tenant that, although there were 2 electric meters, there was only one gas meter, and that she was paying for gas service for both units.

In or about June 2016, gas service was put in the name of the prior owner, and the prior owner reimbursed her for all payments that she had made for gas. The gas meter remains in the name of the present owner.

Garbage: The tenant testified that there was no garbage service for her unit until approximately November 2015. She therefore took her garbage to a dump site from July through October 2015.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹ and together with any notice of rent increase or change in terms of a tenancy.² An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.³ It is uncontested that the tenant did not receive the RAP Notice before May 2017. Therefore, the contested rent increase is invalid. Before considering the tenant's claims of decreased housing services, the rent remains \$1,550 per month.

¹ O.M.C. Section 8.22.060(A)

² O.M.C. Section 8.22.070(H)(1)(A)

³ O.M.C. Section 8.22.060(C)

Decreased Housing Services:

PG&E: Since the tenant has been reimbursed for all gas payments, and the owner continues to pay for gas for the tenant’s unit, this claim is denied.

Garbage: The Oakland Municipal Code⁴ states: “Every owner of any premises in the city, upon, or from which solid waste is created, produced or accumulated shall dispose of the solid waste through the regular solid waste collection service of the collector, and shall pay therefor the rate or rates set by the city.”

A new owner “stands in the shoes” of a prior owner. Section 8.22.020 of the Rent Adjustment Ordinance defines “Owner” as the “Owner . . . of a Covered Unit that is leased or rented to another, and the representative, agent **or successor of such owner . . .**” (emphasis added). Regulation 2.3 defines “Landlord” as “synonymous with owner or lessor of real property . . . **or successor of such owner or lessor.**” (emphasis added).

An owner has a legal obligation to provide garbage service, which is important for the health of tenants as well as the general public. The lack of garbage service reduced the total package of housing services provided by the prior owner – and the value of the rental unit – by 5% from July through October 2015. As shown on the Table below, the tenant overpaid during that time in the amount of \$310. The overpayment is ordered repaid over a period of 3 months.⁵ The rent is temporarily reduced by \$103.33 per month, to \$1,446.67 per month, beginning with the rent payment in November 2017 and ending with the rent payment in January 2018.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Garbage Service	15-Jul-15	31-Oct-15	\$1,550	5%	\$77.50	4	\$310.00
TOTAL LOST SERVICES							\$310.00

RESTITUTION

MONTHLY RENT	\$1,550
TOTAL TO BE REPAYED TO TENANT	\$310.00
TOTAL AS PERCENT OF MONTHLY RENT	20%
AMORTIZED OVER 3 MO. BY REG. IS	\$103.33

ORDER

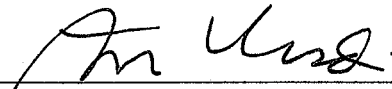
1. Petition T17-0271 is partly granted.
2. The Base Rent is \$1,550 per month.

⁴ Section 8.28.100

⁵ Regulations, Section 8.22.110(F)

3. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$310. This overpayment is adjusted by a rent reduction for 3 months.
4. The rent is temporarily reduced by \$103.33 per month, to \$1,446.67 per month, beginning with the rent payment in November 2017 and ending with the rent payment in January 2018.
5. In February 2018, the rent will increase to \$1,550 per month.
6. The owners may otherwise be eligible for a rent increase.
7. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: October 4, 2017



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T17-0271

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

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

Tenant

Marilyn Jacobs
5836 Walnut St
Oakland, CA 94605

Owner

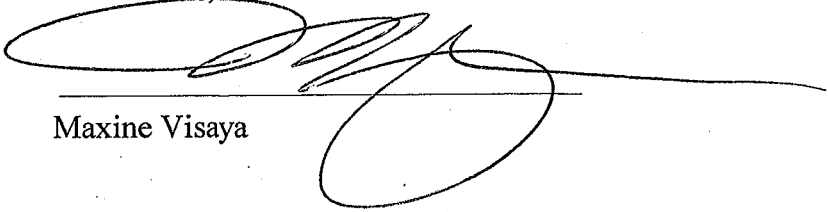
Yesenia Montoya & DeAndre Haskins
1715 83rd Ave
Oakland, CA 94621

Owner Representative

Law Offices of David L. Olson, Jason E.
Hasley
1300 Clay St Ste. 600
Oakland, CA 94612

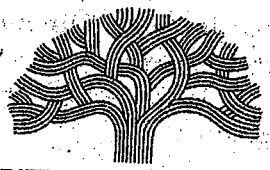
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 13, 2017 in Oakland, CA.



Maxine Visaya

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CITY OF OAKLAND

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

RECEIVED
For date stamp
OCT 23 PM 5:2

APPEAL

Appellant's Name Yesenia Montoya/DeAndre Haskins		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant
Property Address (Include Unit Number) 5836 Walnut St. Oakland CA 94605			
Appellant's Mailing Address (For receipt of notices) PO Box 6514 Oakland CA 94603		Case Number 717-0271	Date of Decision appealed October 23, 2017
Name of Representative (if any) Jason E. Hasley		Representative's Mailing Address (For notices) 1300 Clay St. Ste 600 Oakland CA 94612	

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

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

For more information phone (510) 238-3721.

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

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

Number of pages attached: 4

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

I declare under penalty of perjury under the laws of the State of California that on October 23, 2017, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Marilyn Jacobs
Address	5836 Walnut St
City, State Zip	Oakland CA 94605
Name	Marilyn Jacobs
Address	5836 Walnut St
City, State Zip	Oakland CA 94605

<u>Yuri Montoya</u>	10/23/17
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all of the information required or your appeal cannot be processed and may be dismissed.
- Any supporting argument or documentation to be considered by the Board must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except as to jurisdiction, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

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To whom it may concern,

We are appealing case number T17-0271, Jacobs v. Montoya. We feel like the decision that was made for us the owners to pay \$310.00 in unprovided garbage service to Marilyn Jacobs from July 2017 to October 2015 was not our responsibility. We became the new owner as of April 7, 2017, which is two years later.

There is no way for us to reduce her rent for November 2017, December 2017 and January 2018 because the city of Oakland gave us a notice of violation where it states the whole property was illegally built and there is nobody who should be staying there.

Marilyn is already in progress of getting relocation funds from the RAP program so we feel like we shouldn't be giving Marilyn \$310 for something that occurred two years ago plus the building is illegal, this is why she is trying to get relocation funds.

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Also as of September 21, 2017 this was the last day Marilyn stated at the unit, so this was the last month we collected half the rent. She no longer lives at the unit 5836 Walnut and we cannot reduce her rent.

Thank you

- Yesenia Montoya