

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

**OCTOBER 4, 2018
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
 - A. Appeal Hearing in cases:
 - i. T17-0274, Peters v. Sullivan Management Co.
 - ii. T17-0152, Holt v. Tang
T17-0313, Holt v. Tang
 - iii. T17-0146, Ross v. Page
L17-0093, Page v. Tenant
5. SCHEDULING AND REPORTS
6. 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.

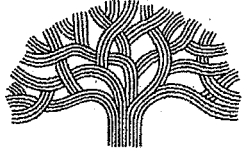
CHRONOLOGICAL CASE REPORT

Case No.: T17-0274
Case Name: Peters v. Sullivan Mgmt. Co.
Property Address: 1721 11th Street, Oakland, CA
Parties: Ben Peters (Tenant)
No Appearance by Owner

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	April 26, 2017
Owner Response filed	May 19, 2017
Hearing Decision issued	November 21, 2017
Owner Appeal filed	December 12, 2017

T17-0274 MS/BC

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2017 APR 26 AM 10:18
	TENANT PETITION	

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

Please print legibly

Your Name <i>Ben Peters</i>	Rental Address (with zip code) <i>1721 11th Street Oakland CA 94607</i>	Telephone: <i>505 847 6527</i>
Your Representative's Name	Mailing Address (with zip code)	E-mail: <i>mr benjamin peters@gmail.com</i>
Property Owner(s) name(s) <i>REO Homes</i>	Mailing Address (with zip code)	Telephone: Email:
Property Manager or Management Co. (if applicable) <i>Sullivan Management Company</i>	Mailing Address (with zip code) <i>PO Box 24483 Oakland CA 94623</i>	Telephone: Email: <i>operations@smc eastbay.com</i>

Number of units on the property: 1-2

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

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

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

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

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

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

Date you moved into the Unit: 9/01/2013 Initial Rent: \$ 2529 /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		
	3/1/17	\$ 2529	\$ 2829	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3/18/17	6/1/17	\$ 2800?	\$ 3795	<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

* 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:

Filed Aug. 12 2015 - settled prior to hearing

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

B. P.

Tenant's Signature

4/28/2017

Date

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

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

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

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

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



Tenant's Signature



Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Decrease in Housing Svc.

When we originally rented the property, it had a driveway and back yard.

The landlord did not sufficiently notify us of planned construction activities, after multiple requests.

Their construction activities were a nuisance, and they closed off the driveway and backyard they had rented.

The lot was split, and the construction permit was approved on the condition the driveway had an easement for us to access the back yard.

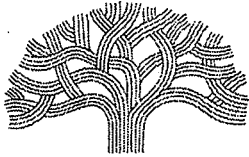
However, the back unit was sold with a "private driveway" violating the easement and permit conditions.

We can no longer use the shared driveway as the back unit was sold a private driveway and thinks its theirs only.

This reduction in the driveway and back yard is a decreased housing service. In addition, when I contacted the landlord, ~~they thought~~ ~~they~~ and in response they retaliated with an almost 50% rent increase.

I wish to document this reduced housing service and record the retaliation we have experienced.

Retaliation is not exempt under state law.



CITY OF OAKLAND

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

For date stamp

RECEIVED

MAY 19 2017

OAKLAND RENT ADJUSTMENT
PROPERTY OWNER
RESPONSE

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

CASE NUMBER T

- 17 - 0274 MS/BC

Your Name Bally Singh	Complete Address (with zip code) 1669 12 TH ST. Suite - 0 OAKLAND 94607	Telephone: 4084574982 Email: SINGHBALLY@YAHOO.COM
Your Representative's Name (if any) —	Complete Address (with zip code) —	Telephone: — Email: —
Tenant(s) Name(s) Ben Peter's	Complete Address (with zip code) 1721 11 TH ST OAKLAND, CA 94607	
Property Address (If the property has more than one address, list all addresses) SFR - 1721 11 TH ST OAKLAND 94607		Total number of units on property 1

Have you paid for your Oakland Business License? Yes No Lic. Number: _____
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: 12/13/2012

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

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

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

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

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

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

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

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

The tenant moved into the rental unit on 9/1/13.

The tenant's initial rent including all services provided was: \$ 2529 / 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? 9/1/13

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>	
<u>03/15/17</u>	<u>6/1/17</u>	<u>\$ 2800</u>	<u>\$ 2795</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>1/26/17</u>	<u>3/1/17</u>	<u>\$ 2529</u>	<u>\$ 2829</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

- 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)? *NO*
- 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)? *NO*
- 3. Was the prior tenant evicted for cause? *NO*
- 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building? *NO*
- 5. Is the unit a single family dwelling or condominium that can be sold separately? *YES*
- 6. Did the petitioning tenant have roommates when he/she moved in? *YES*
- 7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

Date

5/17/17

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.

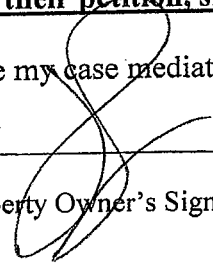
Mediation Program

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.

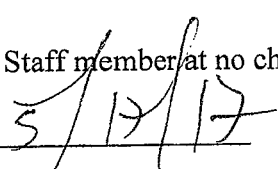
If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 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.

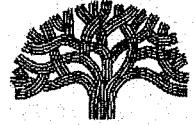


Property Owner's Signature



Date

CITY OF OAKLAND



250 FRANK OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: T17-0274, Peters v. Sullivan Management

PROPERTY ADDRESS: 1721 11th Street, Oakland, CA

DATE OF HEARING: October 17, 2017

DATE OF DECISION: November 16, 2017

APPEARANCES: Ben Peters, Tenant

No appearance by owner

SUMMARY OF DECISION

The tenant's petition is granted in part.

CONTENTIONS OF THE PARTIES

On April 26, 2017, Tenant Ben Peters filed a petition which alleges that he received a rent increase notice that exceeds the CPI Adjustment and is unjustified or is greater than 10%; that he received the rent increase before the property owner received approval from the Rent Adjustment Program (RAP); that no written notice of the Rent Program (*RAP Notice*) was given to him together with the rent increase he is contesting; that no *RAP Notice* was given at least 6 months prior to the rent increase; that the rent increase notice was not given in compliance with state law; that the proposed increase would exceed an overall increase of 30% in 5 years; and that the owner did not give him a summary of the justifications for the increase despite his written request. The tenant also claimed that his housing services have decreased; and, that he wishes to contest an exemption from the Rent Adjustment Ordinance (Ordinance) because the exemption was based on fraud or mistake.

000013

The tenant contested two rent increases, one that raised his rent from \$2,529 to \$2,829, effective March 1, 2017, and one that raised his rent from \$2,800 to \$3,795 a month, effective June 1, 2017. The tenant alleged that he never received the *RAP Notice*.

The tenant's claims regarding conditions include the following: construction activities; loss of driveway and loss of back yard.

On May 19, 2017, the owner filed a timely response to the petition. The owner alleged that the *RAP Notice* was given to the tenant in September of 2013 and with the purported rent increases and that the unit was exempt from the RAP as a single family residence. However, the owner did not appear at the Hearing.

THE ISSUES

1. When, if ever, was the tenant served with the *RAP Notice*?
2. What was the allowable rent?
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?
4. Since the tenant no longer resides in the unit, what is the appropriate remedy?
5. What restitution, if any, is owed between the parties?
6. Can the owner's claim of exemption be considered with no owner present at the Hearing?

EVIDENCE

Rental History: Mr. Peters testified that he moved into the subject unit, a 3 bedroom house, in September of 2013, at an initial rent of \$2,529 a month, including garbage. He moved in with several other people. They were not served with a *RAP Notice* when they moved in.

At some point in August of 2015, an issue arose with the owners about the property. He filed a petition with the Rent Adjustment Program (RAP) and the parties came to an agreement that the rent would remain \$2,529 a month. This settlement was not in writing.

Sometime in February of 2017, the tenant received a rent increase notice by mail purporting to increase his rent from \$2,529 a month to \$2,829, effective March 1, 2017. This rent increase notice is dated January 26, 2017.¹ He did receive a *RAP Notice* with the rent increase notice.

In March of 2017, he did not pay the rent increase. Additionally, he did not pay the rent increase in April of 2017. He was then served with a *Three Day Notice to Pay Rent or Quit* on April 11, 2017.² The notice stated that he had underpaid \$329 in rent for April of 2017.

¹ Exhibit 1. All exhibits referred to in this Hearing Decision were admitted into evidence.

² Exhibit 3

On February 27, 2017, the tenant sent an email to the management company about the rent increase and stated that all increases above 10% require a 60 day notice.³ The owner responded by telling him that the unit was exempt from rent control, but that if he thinks the notice was defective, he would look into it. The owner stated "keep in mind if we do serve another notice, which we will in April it will have a current market rent based on comps."⁴

On approximately March 15, 2017, the tenant was served with a *60 Day Notice of Change of Monthly Rent* purporting to increase his rent from \$2,800 to \$3,795 a month, effective June 1, 2017.⁵ He never paid that increase.

The tenant provided his payment receipts for his rent payments beginning in April of 2017. On April 2, 2017, he paid \$2,529. On April 11, 2017, he paid an additional \$329 (which was paid to satisfy the 3-day notice.) On May 1, 2017, the tenant paid \$2,800 in rent. And in June of 2017, the tenant paid \$2,829.⁶ The tenant believes he is owed \$900 because the rent should never have been more than \$2,529. His overpayments were the extra \$329 paid in April, \$271 in May and \$300 in June. The tenant testified that he moved out on July 7, 2017.

Decreased Services: The tenant testified that the unit is a house and when he moved in there was a large back yard area. There were gardens and trees and grass. There was a driveway on the side that the owner allowed them to use to access the backyard even though the lease said "no parking." When he was moving in, he was told that an in-law unit was being added to the area in the back of the property but that tenants would still have access to the back yard and driveway.

The tenant provided the plan drawings for the property.⁷ This document shows the tenant's unit in the top half of the lot, near the planter area and 11th Street. The plans show the new unit, that was built while the tenant was living in his unit.

The tenant testified that the area where the new unit was located is the area that was their backyard when he moved into the unit. That area, and the driveway that goes along the side of his unit, was taken away from the tenants. Additionally, the deck that was a part of the tenant's unit, was significantly reduced in size. Before this happened, he and his roommates had used the backyard every day for gardening and for general use. The building on this unit began in June of 2015. At the time he moved in, he was told that they would still have access to the backyard and to the driveway. However, the owner sold the back unit and the driveway along with it.

///

³ Exhibit 2, page 1

⁴ Exhibit 6, page 1

⁵ Exhibit 4

⁶ Exhibit 6, pages 1-4

⁷ Exhibit 5

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given the RAP Notice?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy⁸ and together with any notice of rent increase or change in the terms of a tenancy.⁹ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.¹⁰ The owner has the burden of proving that the *RAP Notice* was served¹¹.

The tenant credibly testified that he and his co-tenants were not provided with the *RAP Notice* until January of 2017. There was no conflicting testimony.

What was the allowable rent?

The tenant's rent when he moved into the unit was \$2,529 a month. While the owner has attempted to increase the rent on two occasions, each of those rent increase notices was served without a *RAP Notice*. Since a *RAP Notice* must be served with every rent increase, those rent increase notices were invalid. At all relevant times, the rent remained \$2,529 a month.

Additionally, the rent increase served on January 26, 2017, purporting to increase the rent to \$2,829 a month, effective March 1, 2017, (or 30 days after service is made) was served with less than 60 days' notice. A rent increase greater than 10%, must be served at least 60 days before the rent increase begins. Civil Code § 827. Therefore, this rent increase was invalid for this reason as well.

Have the tenant's housing services been decreased?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹² and may be corrected by a rent adjustment.¹³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

The tenant has the burden of proof with respect to each claim.

In a decreased services case, where the *RAP Notice* has been given at the beginning of a tenancy, a tenant is only allowed relief for 90 days prior to the filing of the petition.¹⁴

⁸ O.M.C. § 8.22.060(A)

⁹ O.M.C. § 8.22.070(H)(1)(A)

¹⁰ O.M.C. § 8.22.060 (C)

¹¹ Housing, Residential, Rent and Relocation Board Decision in *Thompson et al v. Peper*, T05-0317

¹² O.M.C. § 8.22.070(F)

¹³ O.M.C. § 8.22.110(E)

¹⁴ Board Decision in Case No. T09-0086, *Lindsey v. Grimsley, et al.* as modified by O.M.C. § 8.22..090(A)(3)(a)(ii)

However, where no *RAP Notice* was served either before the tenant petition was filed, or within 90 days before the tenant petition is filed, the tenant can seek restitution beginning three years before his petition was filed. Here the evidence shows that the *RAP Notice* was served with the *30 Day Notice of Change of Monthly Rent* which was mailed on January 26, 2017. Because it was mailed, an additional 5 days are added. CCP § 1013. Therefore, the notice is considered served on January 31, 2017. Ninety days after January 31, 2017, is May 1, 2017. Since the tenant filed his petition on April 26, 2017, he filed his petition within 90 days of being served the *RAP Notice*. Therefore, his claims for decreased services go back three years from the date of filing his petition.

Condition of back yard, loss of back yard and construction activities: All of the tenant's claims of decreased housing services involve the fact that after he and his co-tenants moved into the unit, the owner built a new unit in the backyard, and decreased the tenants access to the backyard and driveway. However, the tenant testified that he was told before they moved in that this building was being built. Therefore, any decision to move into the unit included knowing that there would be construction going on while they lived there and that their access to the area would be limited.

However, the tenant also testified that they were promised that they would have access to the driveway and the back yard even after the building was built. Therefore, the tenant's housing services decreased. Since the tenant's access to the driveway and backyard was lost in June of 2015. The tenant is entitled to restitution of 5% of the rent for the loss of access to the driveway and the back yard, from June of 2015, until he moved out of the unit. Since no evidence was produced about any rent payment in July of 2017, the tenant's restitution is limited through June 30, 2017.

Since the tenant no longer resides in the unit, what is the appropriate remedy?

The jurisdiction of the RAP limits the authority of the Hearing Officers to set forth the legal rent for the unit; no orders of direct restitution may be made other than reducing the rent in the future.

At the time of the Hearing, the tenant had moved out of the unit. Therefore, an order adjusting the rent is of no value. If the tenant wishes to seek further orders in this matter, he needs to file a claim in a court of competent jurisdiction.

How much restitution is owed to the tenant and how does it impact the rent?

As noted above the tenant's base rent at all relevant times was \$2,529 a month. All rent payments over that amount are overpayments. The tenant is owed \$900 for rent overpayments, as noted on the chart below.

Additionally, according to the chart, the tenant is owed restitution in the amount of \$3,161.25 for past decreased services. The total overpayment (decreased services plus rent overpayments) is \$4,061.25.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Backyard and driveway	1-Jun-15	30-Jun-17	\$2,529	5%	\$ 126.45	25	\$ 3,161.25
					\$ -		
TOTAL LOST SERVICES							\$ 3,161.25
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Apr-17	30-Apr-17	\$2,858	\$2,529	\$ 329.00	1	\$ 329.00
	1-May-17	31-May-17	\$2,800	\$2,529	\$ 271.00	1	\$ 271.00
	1-Jun-17	30-Jun-17	\$2,829	\$2,529	\$ 300.00	1	\$ 300.00
					\$ -		-
TOTAL OVERPAID RENT							\$ 900.00
RESTITUTION							
						MONTHLY RENT	\$2,529
TOTAL TO BE REPAYED TO TENANT							\$4,061.25

Can the Issue of Exemption Be Decided Without the Owner Present?

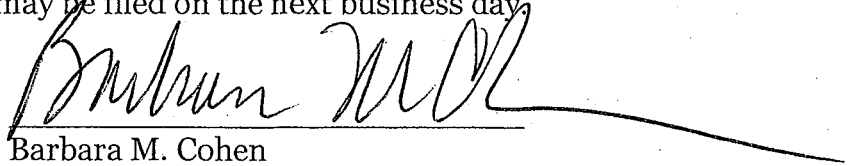
There is an issue regarding whether or not this unit is exempt from the Rent Adjustment Program as a single family residence. However, the owner did not appear at the Hearing. Without the owner providing testimony at the Hearing regarding this unit and the prior tenants who lived in this unit, this issue was not considered.

ORDER

- Petition T17-0274 is granted in part.
- At all relevant times, the tenant's base rent was \$2,529 a month, inclusive of garbage.
- Due to rent overpayments and decreased housing services, the tenant is owed \$4,061.25.
- Since the tenant no longer resides in this unit, no restitution order can be made.
- Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of

service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: November 16, 2016

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

Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T17-0274

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

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

Tenants

Ben Peters
7616 Valley Ford Road
Petaluma, CA 94592

Ben Peters
1721 11th St
Oakland, CA 94607

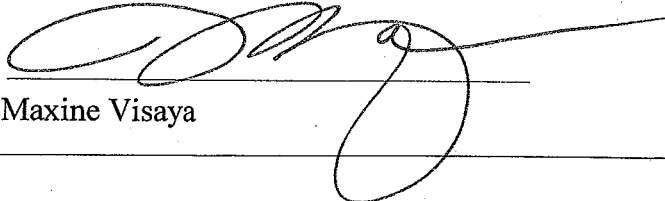
Owner

Bally Singh
1669 12th St Suite O
Oakland, CA 94607

Sullivan Management Company
P.O. Box 24483
Oakland, CA 94623

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 21, 2017 in Oakland, CA.

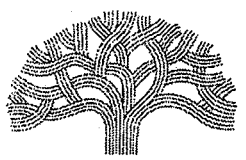


Maxine Visaya

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M-1/DC

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	2017 DEC 12 PM 4:32
	<u>APPEAL</u>	


Appellant's Name Bally Singh, Sullivan Management		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) P.O Box 24483, Oakland, CA 94607		
Appellant's Mailing Address (For receipt of notices) same as above		Case Number T-17-0274
		Date of Decision appealed Nov 16th 2017
Name of Representative (if any) Bally Singh	Representative's Mailing Address (For notices) same as above	

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.

Rev. 6/22/17

REVIEWED AND APPROVED	
	12/16/17
INITIAL	DATE

000021

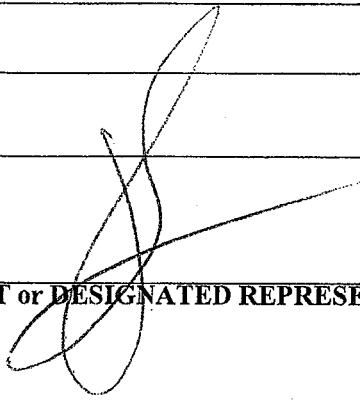
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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 Dec 11th, 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	Ben Peters
Address	7616 Valley Ford Road
City, State Zip	Petaluma, CA 9592
Name	
Address	
City, State Zip	

	12/10/17
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

PO BOX 24483
Oakland, CA 94623-1483



Phone: (510) 225-9161
Fax: (510) 550-3640
operations@smceastbay.com

12/10/2017

Sent via Fedex

To: Oakland Rent Board

RE: APPEAL TO T-17-274

RESPONSE TO "FINDING OF FACTS AND CONCLUSIONS OF LAW "

1) RAP NOTICE

It's our Sullivan Management Policy that we do serve the RAP notice with every kind notice served to tenants i.e 3 days notice to pay or quit , 30 days or 60 days notice of rent increase. The tenants at 1721 11th were served RAP notice with all notices. We serve one notice with all tenants names listed on notice. RAP is attached as **exhibit A** which was signed by all tenants and was serve with every notice.

2) WHAT WAS THE ALLOWABLE RENT:

Pleases exhibit B. Tenants were given \$300 rent credit during construction period and have additionally allowed same rent credit of \$300 even after the Feb 2015, to be extended to Feb 2016. At the top that we didn't revoke the credit until beginning of 2017.

Tenants was aware with new construction and lot split. All was done with city permits and county approvals. Plans were shared with all tenants.

3) DECREASED SERVICES:

Please see exhibit B, tenants were aware of decreased services and as a result we have given them \$300 rent credit and notice was served to raise rent by taking off rent credit \$300. Tenant agree to it and paid the correct rent \$2829/ Month.

Lastly, we wasn't aware of the fact that we do need to appear for a hearing even if tenants were moved out.

Please allow us to appear to the appeal hearing to present all evidence and emails copies and give us a chance to defend ourselves.

Thanks
Bally Singh

A handwritten signature in black ink, appearing to read "Bally Singh", written over the typed name.

000023

Exhibit A

CITY OF OAKLAND
P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243
Community and Economic Development Agency (510) 238-3721
Rent Adjustment Program FAX (510) 238-6181
TDD (510) 238-3254

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent. The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts on the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS' SMOKING POLICY DISCLOSURE

Smoking (circle one) IS or **IS NOT** permitted in Unit 91113 U/L 151 the unit you plan to rent.

Smoking (circle one) IS or **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist

in the

tenant's building, attach a list of units in which smoking is permitted.)

Smoking is PROHIBITED in all common areas, both indoors and outdoors.

There (circle one) IS or **IS NOT** a designated outdoor smoking area. It is located at _____

I received a copy of this notice on 9/11/13

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

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

Baun Thoang Baun quyean loi cuua ngoozi thuea trong Oakland naoy cuong cou baeng tieang Vieat. Neã cou moät baun sao, xin goii (510) 238-3721.

Rev. 4/9/08

[Handwritten signature]
Page 11 of 12

[Handwritten signature]
Initia

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Exhibit B

Addendum to Rental/ Lease Agreement: 1721 11th Street, Oakland Ca 94607

This Addendum to Rental Agreement is to acknowledge and accept the construction on the above mentioned property. There will be construction being done at the rear of the property located at 1721 11th Street, Oakland Ca 94607, for an undetermined amount of time.

There will be a \$300 monthly credit to the agreed upon rent stated in the Rental/Lease Agreement for the entire term of the lease, or until construction is finished, whichever comes first. Parking will not provided during the term of the lease.

I hereby acknowledge and accept the terms of this Addendum.

X [Signature]

Date: 9/1/13

X Sara Amic

Date: 9/1/13

X [Signature]

Date: 9/1/13

X _____

Date: _____

X _____

Date: _____

OAKLAND RENT STABILIZATION ORDINANCE

8.22.030 EXEMPTIONS


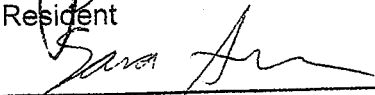
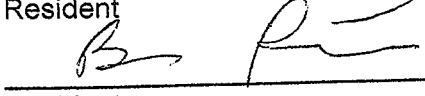

1. Certificate of Exemption


- A. A certificate of exemption is a determination by the Rent Adjustment Program that a dwelling unit or units qualify for an exemption and, therefore, are not covered units. An owner may obtain a certificate of exemption by claiming and proving an exemption in response to a tenant petition or by petitioning the Rent Adjustment Program for such an exemption. A certificate of exemption may be granted only for dwellings units that are permanently exempt from the Rent Adjustment Ordinance as new construction, substantial rehabilitation, or by state law (Costa Hawkins.)
- B. For purposes of obtaining a certificate of exemption or responding to a tenant petition by claiming an exemption from Chapter 8.22, Article 1, the burden of proving and producing evidence for the exemption is on the owner. A certificate of exemption is a final determination of exemption absent fraud or mistake
- C. Timely submission of a certificate of exemption previously granted in response to a petition shall result in dismissal of the petition absent proof of fraud or mistake regarding the granting of the certificate. The burden of proving such fraud or mistake is on the tenant.

2. Exemptions for Substantially Rehabilitated Buildings

- A. In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project.

By signing, below the resident(s) acknowledges that the property located at 1721 11th Street, Oakland, CA 94607 is exempt from the Oakland Rent Control Ordinance due to Substantially Rehabilitated Buildings.

	<u>9/1/13</u>
Resident	Date
	<u>9/1/13</u>
Resident	Date
	<u>9/1/13</u>
Resident	Date
_____	_____
Resident	Date
	<u>9/1/13</u>
Owner / Agent	Date

 _____ Initi:

CHRONOLOGICAL CASE REPORT

Consolidated Case Nos.: T17-0152 & T17-0313

Case Name: Holt v. Tang

Property Address: 2800 Nicol Ave., Unit#108, Oakland, CA

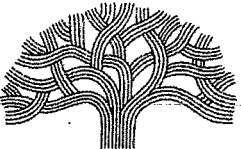
Parties: Anthony Holt (Tenant)
Susan Tang (Owner)
Chao-Hun Tang (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed in T17-0152	March 2, 2017
Tenant Petition filed in T17-0313	May 19, 2017
Owner Response filed in both cases	June 5, 2017
Hearing Decision issued in both cases	September 8, 2017
Tenant Appeal filed in both cases	September 15, 2017

T17-0152 MS/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2 P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	PM 2:33
	<u>TENANT PETITION</u>	

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

Please print legibly

Your Name ANTHONY L. HOLT	Rental Address (with zip code) #108 2800 NICOL AVE OAKLAND CA 94602	Telephone: 510-938-0955 E-mail: ANTHONY.HOLT@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) SUSAN TANG	Mailing Address (with zip code) P.O. BOX 28152 OAKLAND CA 94602	Telephone: Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 23

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

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

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

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

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

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

Date you moved into the Unit: April 08 Initial Rent: \$ \$850⁰⁰ /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

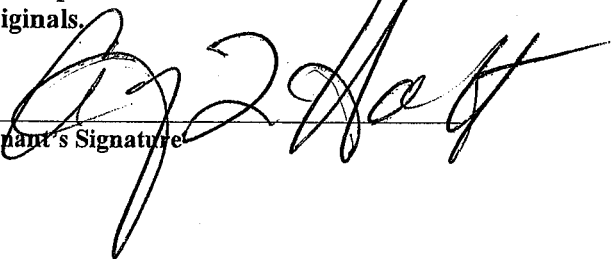
Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature



Date

3.2.17

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): _____

MARCH 2, 17

ON FEB 9, 2017 my Apt WAS WATER DAMAGE Due to RAIN Also FEB 21, RAIN came IN once Again. Mold -mildew smell came. SO we pulled the CARPET up. The House HAS NOT PAD OR CARPET NOW just tile. My clothing WAS WATER DAMAGED. I would like to Be REIMBURSED. FOR my MOLDED clothing.

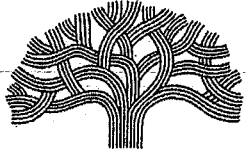
Anthony L. Hoct
Anthony L. Hoct
510-938-0955

2800 N. COL AVENUE
OAKLAND CA 94602 108

000032

T17-0313 MS/BKB

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2017 MAY 19 AM 11:12
	TENANT PETITION	

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

Please print legibly

Your Name <i>ANTHONY L. HOLT</i>	Rental Address (with zip code) <i>2800 N. COL AVE #108</i> <i>OAKLAND CA 94602</i>	Telephone: <i>510-938-0955</i>
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) <i>SUSAN TANG</i>	Mailing Address (with zip code) <i>P.O. Box 28152</i> <i>OAKLAND CA</i> <i>94604</i>	Telephone: <i>510-368-0964</i>
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 23

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

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

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

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

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

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

Date you moved into the Unit: 4-08 Initial Rent: \$ \$ 50.00 /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: NO. If never provided, enter "Never."

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T17-0152

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

Yes No

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

Yes No

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

Yes No

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

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
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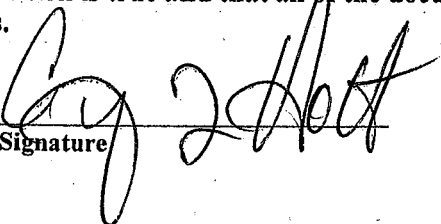
Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature



Date

5-19-17

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): _____

5-19-17

I HAVE BEEN INCONVENIENCED SINCE
FEB 21, 2017. LIVING IN A APT 208
UPSTAIRS THAT HAS A DOG SMELL
ALL OVER CARPET RAN DOWN TOILET CREEK
FLOORS HAS A HOLE IN IT. ITS BAD.

I HOPE WE CAN RESOLVE THIS
ISSUE

TO ety DE OAKLAND

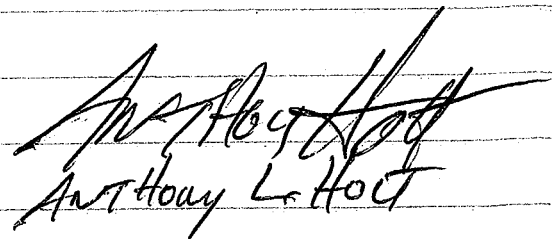
SUSAN TANG (OWNER)

2800 W. COLBY AVE #108

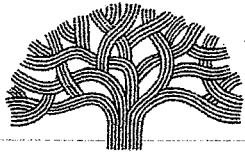
The carpet is being installed AS I write this letter. Since the FEB-21, RAINS. My Focus is the PARKING once again I HAVE NOT RECEIVED A GARAGE OPENER I HAVE CALLED THEM TO KNOW AVAIL. MS. TANG SAY CALL HER HUSBAND. NO ANSWER. IF MY CAR gets towed they should pay my Fees FOR ALL THIS MESS. I HAVE PARKED IN THE SAME SPOT FOR 9 YEARS NO OTHER SPOT.

I NEED my gate KEY BACK I GAVE TO TANG TO GET A COPY I FEEL AS THO SINCE HE HAS MY GATE KEY AND NO GATE OPENER I COULD BE LOCKED OUT THE BUILDING SINCE WE HAVE BEEN TO COURT PLenty OF TIMES

ALSO THE MAIL BOX HAS BEEN BROKEN SINCE MARCH PEOPLE STEALING MAIL


ANTHONY L. HOYT

000038



CITY OF OAKLAND

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

For date stamp
CITY OF OAKLAND
ARBITRATION PROGRAM

2017 JUN -5 AM 9:57

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 T17-0152 MS/MA

Your Name <i>FUN LE</i>	Complete Address (with zip code) <i>P.O. Box 28152 Oakland CA 94604</i>	Telephone: <i>415 722 7805</i>
		Email: <i>Suwanthong a ext.net</i>
Your Representative's Name <i>Suwanthong Chaothong</i>	Complete Address (with zip code) <i>P.O. Box 28152 Oakland CA 94604</i>	Telephone: <i>510 368 0964</i>
		Email: <i>Chaothong@gmail.com</i>
Property Address (If the property has more than one address, list all addresses) <i>2800 Nicol Ave #108 Oakland CA 94602</i>		Total number of units on property <i>23</i>

Have you paid your business license? Yes No Number *28058957*

Have you paid the Rent Program Service Fee (\$69 per unit)? Yes No APN: *027-0859-023-01*

Date on which you acquired the building *9/16/15*

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 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.

1

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

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

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

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

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

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

The tenant moved into the rental unit on 4-1-08.

The tenant's initial rent including all services provided was: \$ 850 / 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? 9-17-15

Is the tenant current on the rent? Yes No

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

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

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
JUN -5 AM 9:18

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

Date

6/3/17

2017 JUN 9 AM 9:58
 RENT ADJUSTMENT PROGRAM
 CITY OF OAKLAND

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

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

RECEIVED
RENT ADJUSTMENT PROGRAM
JUN - 5 AM 9:58

T17-0152 MS/MA Holt vs Tang

PROPERTY OWNER RESPONSE:

Residential Lease Agreement page 4 #31 Insurance: Tenant's personal property is not insured by Landlord against damage due to rain, water or any other cause. Tenant's renter's insurance protects Tenant from any such damage. Anthony Holt; therefore, would not be reimbursed for his molded clothing.

~~Holt was offered to move into either unit #101 or #208 on Feb 21, 2017 because we need unit #108 to~~ be emptied in order to work in it. After his inspection, Holt chose to move into #208 but his clothes were still inside his closet in #108 on May 4, 2017. On March 2, 2017, Holt filed case T17-0152 complaining about the house has not been padded or carpet; yet, Holt didn't cooperate with our maintenance crew which caused the delay to bring his unit #108 back earlier for his return. On May 23, 2017 Holt was moving some stuff back to #108 but as of today, 6/3/17, he is still occupying #208. I am asking for reimbursement for his continuous stay in unit #208 since May 23rd.

Holt unit #108 living & dining room, and bedroom have new carpets. Vinyl floor was old and dirty but was not damaged by the rain; therefore, was not replaced.

T17-0313 MS/BKB Holt vs Tang

PROPERTY OWNER RESPONSE:

We served a 24 hour notice on May 27 to inspect #208 because Holt filed a complaint of inconvenience on May 19 that all over carpet ran down and has dog smell, toilet crack, and floor has a hole in it. On May 29, Chao and Eddie inspected #208 and there was no pet smell of any kind. Toilet tank cover was cracked but Eddie said he didn't recall the tank was cracked at the time Holt moved in. If floor has a hole in it, that will be resolved after Holt moved back into #108. For the record, unit#208 prior tenant moved out on Feb 20, 2017 and we only had one day to get the unit kitchen and bathroom cleaned for #108 to move in on the 21st of Feb.

Unit #208 bathroom and kitchen were cleaned and Holt inspected and accepted the conditions before he moved in. Holt had never reported to us of any issues or concerns in unit #208 during his stay since Feb 21. Holt filed RAP cases T17-0313 on May 19 and that was the first time we heard about the complaints.

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

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: T17-0152 Holt v. Tang
T17-0313 Holt v. Tang

PROPERTY ADDRESS: 2800 Nicol Ave, Unit 108, Oakland, CA

DATE OF HEARING: July 11, 2017

DATE OF DECISION: August 30, 2017

APPEARANCES: Anthony Holt, Tenant
Susan Tang, Owner
Chao-Hun Tang, Owner

SUMMARY OF DECISION

The tenant's petitions are denied.

CONTENTIONS OF THE PARTIES

On March 2, 2017, tenant Anthony Holt filed a petition claiming that his housing services have decreased and that at present there exists a health, safety, fire or building code violation in his unit, because of water damage in his unit due to rain (unit 108). On May 19, 2017, the tenant filed a second petition claiming additional decreased housing services. His list of decreased services includes complaints about pet odor, a rundown carpet, crack in toilet, and hole in the floor in unit 208, the temporary unit he was relocated to while repairs were done to his original unit (unit 108); lack of garage door opener; lack of front gate key; and broken mailbox.

The owners filed a timely response to the petitions denying all claims of decreased housing services.

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THE ISSUES

(1) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Rent History and RAP Notice

Official Notice is taken of cases T15-0541, T16-0250, and T16-0446, prior cases between the parties. In those cases, it was determined that the tenant moved into unit 108 in April of 2008 at an initial rent of \$850 a month and the tenant was served with the *RAP Notice* in September of 2015.

In the prior cases, it was determined that Mr. Holt had suffered decreased housing services. In case T16-0446, the Order stated:

20. The banked rent increase of \$51 is valid. The tenant's base rent, effective September 1, 2016, is \$901 a month.
21. Due to ongoing decreases in housing services found in case T16-0250, the tenant's rent was reduced by 22% (\$198.22). The tenant's current legal rent is \$702.78 a month.
22. Due to past decreased services found in case T16-0250 and rent underpayments tenant Holt is owed restitution in the amount of \$1,364.53. This overpayment is adjusted by a rent decrease for the next 12 months in the amount of \$113.71 a month.
23. Tenant Holt's rent for the months of January 2017 through December of 2017 is \$589.07 per month. His rent reverts to \$702.78 a month in January of 2018, if no repairs are made and/or rent increase notices are served.

The tenant testified that he is currently paying \$589.07 in rent monthly based on the decision in case T16-0446.

Decreased Housing Services

Water Damage in Unit 108: The tenant testified that on February 9, 2017, water started seeping into his unit due to heavy rain, and on February 21, 2017, there was flooding in his unit due to the rain. The flooding was in his bedroom, dining room, and living room. The flooding damaged the carpet and caused mold and mildew in the unit. The tenant testified that he ripped up the carpet to prevent more mold from forming. After he notified the owners of the flooding, they sent in a maintenance crew to assess the situation. There was water in the unit so the workers had to wait for the apartment to dry before they could begin repairs. They also had to make several visits before they were able to determine the source of the flooding. Once they located the source of the

flooding, they realized the repairs would be more complicated, requiring the opening up of a wall. In addition, the tiles underneath the carpet would need to be replaced before a new carpet could be installed.

The owners offered to relocate the tenant to a different unit while they completed the repairs. There is a factual dispute as to when the owners first offered to relocate the tenant to another unit during the repairs.

The tenant testified that the first time the owners offered to relocate him to another unit during repairs was on March 22, 2017, when they offered to move him to a unit on High Street. While they were in the process of discussing the relocation, unit 101 and unit 208 became available in his building. On March 28, 2017, he viewed both units; unit 101 had a lot of mold, so he chose to relocate to unit 208.

The owners testified that after the tenant notified them of the flood on February 21, 2017, they immediately offered to relocate the tenant to a unit in their building on High Street while they repaired his unit. The tenant refused to move to High Street. The owners testified that due to the tenant's failure to cooperate, they had to wait until another unit became available in the subject building before they could relocate the tenant and begin repairs. In March, both unit 101 and 208 became available. On March 28, 2017, the tenant inspected both units, and agreed to relocate to unit 208 during the repairs to his apartment.

Both parties testified that the repairs to tenant's unit were completed on May 19, 2017. The repairs included installing a new carpet, patching up the wall and painting the entire unit. The tenant testified that after the repairs were completed he slowly began moving his things back into his apartment, and was completely moved back in by June 1, 2017.

Decreased Housing Services in Unit 208: The tenant testified that he was temporarily relocated to unit 208 while the owners did repairs to his original unit (unit 108). He testified that before moving in, he did a walkthrough of unit 208 with the owners on March 28, 2017, and at that time, he notified the owner of issues in the unit, including a dog smell throughout the unit, a rundown carpet, crack in toilet, and a soft spot in the floor. He further testified that the owners shampooed the carpet and cleaned the kitchen and bathroom before he moved in.

The owners testified that after the prior tenants moved out of unit 208, they only had one day to clean the unit and prepare it for Mr. Holt to move in. They shampooed and cleaned the unit and Mr. Holt viewed and accepted the condition of the unit before he moved in.

Garage Door Opener: The tenant testified that there is a gate in the back of the building that provides entry into the parking lot area. That gate is currently broken and kept open. In April of 2017, the owners started passing out garage door openers to other tenants for access to the parking lot area but they never gave him a garage door

opener. The tenant testified that since the gate to the parking lot is broken and remains open, he has continued to park his car in the parking lot but he is afraid that if the gate to the parking lot is ever repaired and closed, he will be unable to access the parking lot. The owners testified that the garage door openers for access to the parking lot are only for tenants who have parking included in their lease. Mr. Holt does not have parking included in his lease so he was not given a garage door opener. The owners further testified that the gate to the parking lot is broken and kept open.

Front Gate Key: The tenant testified that on March 28, 2017, the owner, Mr. Tang, asked tenant for his front gate key so he could duplicate it and he has not returned the tenant's key. As of the hearing, the tenant still does not have a key to the front gate of his building. The owners testified that they do not recall taking tenant's front gate key, and if they did take it and have failed to return it, it was simply an oversight. They testified that the tenant never reached out to them to ask for a front gate key, and did not notify them of any issues with his front gate key prior to filing his petition.

Mailbox: The tenant testified that his mailbox is broken and has been broken since March of 2017. He did not notify the owners of the broken mailbox. The owners testified that the tenant never notified them of any issues with his mailbox prior filing his petition.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹ and may be corrected by a rent adjustment.² However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

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

Water Damage in Unit 108: There is conflicting testimony as to when the owners offered to relocate the tenant to another unit so they could begin repairs in tenant's unit. The hearing officer credits the owners' testimony that they offered to relocate the tenant to a unit on High Street immediately after being notified of the flooding in tenant's unit, which the tenant refused, so they had to wait for a unit to become available in tenant's building before they could relocate the tenant and begin repairs, and this caused the delay in completing the repairs in tenant's unit. It is found that the owners made diligent

¹ O.M.C. Section 8.22.070(F)

² O.M.C. Section 8.22.110(E)

attempts to relocate the tenant to a temporary unit as soon as possible and completed the repairs to his unit within a reasonable amount of time. Therefore, compensation for this claim is denied.

Decreased Housing Services in Unit 208: The tenant viewed unit 208 prior to moving in and all the decreased housing services listed for unit 208 (dog smell throughout the unit, rundown carpet, crack in toilet, and soft spot in floor) were present before the tenant moved in. Because Mr. Holt viewed and accepted the condition of the unit before he moved in, compensation for this claim is denied.

Garage Door Opener: The tenant testified that he has not been provided with a garage door opener to the parking lot but he is still able to access the parking lot because the gate to the lot is broken and kept open. Because the tenant still has access to the parking lot, and has not suffered any loss in housing services, this claim is not yet ripe for consideration and denied for that reason.

Front Gate Key: The owners testified credibly that they do not recall taking tenant's front gate key to duplicate, and that the tenant did not make any requests for the front gate key to be returned. For this reason, this claim is denied. However, the owners are now on notice that the tenant does not have a front gate key and one needs to be provided to him.

Mailbox: The owners testified credibly that the tenant did not notify them of any problems with his mailbox prior to the hearing, therefore, compensation for this claim is denied.

ORDER

1. Petitions T17-0152 and T17-0313 are denied.
2. The claim for decreased housing services is denied.

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

Dated: August 30, 2017

Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T17-0313

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

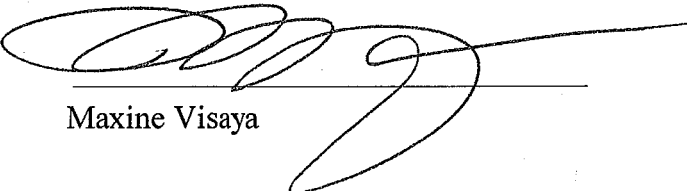
Anthony L. Holt
2800 Nicol Ave #108
Oakland, CA 94602

Owner

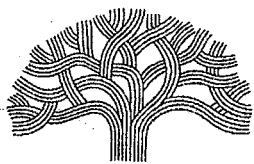
Susan Tang
P.O. Box 28152
Oakland, CA 94604

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

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


Maxine Visaya

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CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

250 Frank Ogawa Plaza, Suite 53135 PM 3:31
Oakland, CA 94612
(510) 238-3721

For date stamp.

APPEAL

Appellant's Name ANTHONY L. HOLT		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 2800 NICOL AVE OAKLAND CA 94602			
Appellant's Mailing Address (For receipt of notices) 2800 NICOL AVE #108 OAKLAND CA 94602		Case Number T-17-0152 T-17-0313	
		Date of Decision appealed	
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.)

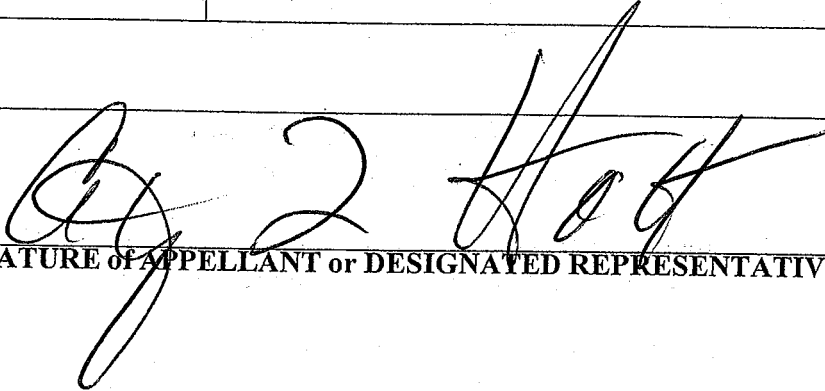
Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.

Number of pages attached: 23

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

I declare under penalty of perjury under the laws of the State of California that on Sept 15, 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	FANG
Address	FHN LLC PO Box 28152
City, State Zip	OAKLAND CA 94604
Name	
Address	
City, State Zip	

	9-15-17
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.

9-15-17

City of OAKLAND
TANG FAMILY

ANTHONY HOLT
2800 NICOLA AVE #108
OAKLAND CA 94602

THE TANG BOUGHT 2800 NICOLA AVE
IN 2015. I ANTHONY L. HOLT HAVE BEEN
LIVING AT 2800 NICOLA AVE #108 SINCE
APRIL OF 2008. WHEN BENSON THE
OLD LANDLORD SOLD THE BUILDING TO THE
TANG FAMILY EVERYBODY LEASE WAS
TRANSFERRED FROM BENSON SO WE ALL
HAVE THE SAME LEASE. MY QUESTION
IN THOUGHT IS WHY IS MY LEASE
DIFFERENT FROM EVERYBODY ELSE WHEN
THEY ALL CAME FROM BENSON,
THE PREVIOUS LANDLORD
I DON'T HAVE PARKING BUT EVERYBODY
IN THE ENTIRE COMPLEX HAS IT
EXCEPT ANTHONY HOLT.

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(2)

9-15-17

The TANG HAVE FORGED
Leases I HAVE come to court
ONCE FOR PARKING AND WAS
GRANTED. NO I AM DENIED

All the Lease were the
SAME IN the Beginning

I Really think it just a HATED
thing that the TANGS HAVE with
me since all this COURT we
went thru the LAST 2 years.

My LEASE is ORIGINAL FROM
2009 when I MOVED IN
HAVE BEEN PARKING in the same
SPOT FOR 9 YEARS to this
DATE. the TANG ARE
FORGING leases PLEASE
CHECK into this

Anthony
510-938-0955

9-15-17

Also the MAIL BOX need to
BE FIXED. MAILBOXES ARE JUST OPEN
THIS IS A FEDERAL LAW IT NEEDS
TO BE FIXED, WE TALKED ABOUT
THIS LAST meeting

CHRONOLOGICAL CASE REPORT

Case Nos.: Consolidated Cases T17-0146 & L17-0093

Case Names: Ross v. Page & Page v. Tenant

Property Address: 6859 Fresno Street, Oakland, CA

Parties: William R. Page (Owner)
Verna J. Ross (Tenant)

TENANT APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (T17-0146)	March 1, 2017
Owner Response filed (T17-0146)	May 3, 2017
Landlord Petition filed (L17-0093)	May 23, 2017
Tenant Response filed (L17-0093)	July 11, 2017
Hearing Decision Mailed in both cases	January 3, 2018
Tenant Appeal filed for both cases	January 23, 2017

T17-0146 RCB

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721</p>	<p>For date stamp. 2017 MAR -1 PM 4:51</p>
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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>VERNA J. ROSS</i>	Rental Address (with zip code) <i>6859 Fresno St. 2nd Fl. Oakland, CA 94605</i>	Telephone <i>510-472-2700(c)</i>
Your Representative's Name <i>n/a</i>	Mailing Address (with zip code) <i>P.O. Box 23371 Oakland, CA 94605</i>	Telephone <i>n/a</i>
Property Owner(s) name(s) <i>William R. Page, JR - 50% Wendy Ruth Page Madison - 50% (deceased)</i>	Mailing Address (with zip code) <i>6859 Fresno St. Oakland, CA 94605</i>	Telephone <i>510-504-2316(c)</i>

Number of units on the property: 4

Type of unit you rent (circle one)	House	Condominium	Apartment, <u>Room</u> , 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%.
<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 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"/> (f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" type="checkbox"/> (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>
<input checked="" type="checkbox"/> (g) The contested increase is the second rent increase in a 12-month period.
<input checked="" type="checkbox"/> (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.
<input type="checkbox"/> (i) My rent was not reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/> (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).
<input type="checkbox"/> (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: May 20/14 Initial Rent: \$ 600.00 /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: 12/31/16. 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		
<u>12/31/16</u>	<u>2/1/17</u>	\$ <u>600.00</u>	\$ <u>660.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 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: 0

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.

Verna J. Ross
Tenant's Signature

2/28/17
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).

Verna J. Ross
Tenant's Signature

2/28/17
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): LARA ZA

ATTACHMENTS
TO
TENANT PETITION

Housing services lost ongoingly: 1) heat/electricity 2) leaky roof 3) blight/lack of cleanliness inside and outside of house of house 4) internet access 5) sex and age discrimination due to ineffective management.

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

- Landlord notified me on Friday night December 30, 2016, that electricity charges would be assessed in the amount of \$75 effective February 1, 2017. According to our June 7, 2014, rental agreement at page 2, paragraph 4 regarding Utilities, "*Owner will pay for all utilities except excessive Electric amount of which is to be agreed upon at a later date.*"
- Landlord did not provide any calculations/formula for a \$75 charge.
- Landlord claims the excess started in October 2016; yet, landlord failed to provide any notice or electricity bills until December 30, 2016 when he had unilaterally increased electricity from 0 to \$75. Landlord did not provide me with any copies of the utility bills relating to the increase on December 30, 2016 nor soon thereafter.
- Landlord's rent increase of \$60 plus \$75 for electricity totals a \$135 increase or 22.5% increase, which is excessive.
- I reside in the master bedroom which is approximately 19x12 attached to a sun porch which is approximately 5x12, totaling approximately 288 sq. ft., the 2nd largest room in the house 7 room house built in 1925. The second floor where my room is was added on in 1940, but the house has not been winterized and updated in years and has suffered from deferred maintenance, since Landlord inherited it in December 1997.
- Landlord has assessed a \$35 late fee if the \$75 utility bill is not paid by the 7th of the month, even if the rent is paid by the 7th of the month. Landlord's three (3) increases are extraordinary, retaliatory and a pretext to force me to move, because I have reported numerous code violations since June 2016 relating to issues inside and outside the house.

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

- Landlord's house does not have a furnace with vents for my room or any of the other rooms. Landlord has not provided heat in my room during the winter/cold season starting in October 2014 to present. Landlord has not winterized my room or the house in general with commonly recommended things to do since October 2014 to present. Landlord does not adequately heat the common areas of the house, except when Landlord wants it heated for his personal use, otherwise the temperature of the house is below 64°F and my room is below 64°F consistently, unless I use a portable heater.

Landlord's 10/2/16 Notice of Improvements and Other Issues Incomplete

- Electrical wiring hanging causing health and safety issues in the kitchen area.
- Painting unfinished.
- Carpeting unfinished on stairs and upstairs hallway.
- Kitchen table has a dehydrator and business cooking items on table 24-7. Kitchen chairs have non-working laptop computers on them making eating at the table impossible without moving items.
- Landlord refuses to allow my now 10 year old niece to stay overnight on the premises.
- Landlord refused to allow me parking privileges between January 2016-August 2016 when he allowed Maya those privileges resulted in my being physically assaulted in June 2016 walking from my car at night.

Late Fee Increase

- Landlord increased the late fee twice within a 12 month period.
- Landlord filed an unlawful detainer action against me in May 2015.
- Landlord attached the 6/7/14 rental agreement to the unlawful detainer action he filed in May 2015, not the 2/25/15 rental agreement with the \$20 late fee.
- Landlord did not provide me with a copy of the 2/25/15 rental agreement until August 22, 2016 after I paid my rent late and I questioned him about the \$20 late fee.
- The 2/25/15 rental agreement does not have a date the late fee becomes effective.
- The 2/25/15 rental agreement is facially defective without a date it became effective and should be re-noticed.
- If 2/25/15 rental agreement is valid, then increase became effective on 8/22/16.
- Landlord provided a third rental agreement on December 30, 2016, dated January 1, 2017 with the \$30 late fee increase effective 2/1/17.
- Landlord cannot increase the late fee again until August 22, 2017.

Landlord Violates 60 Days Notice Terminating Tenancy

- Landlord's separate written notice dated 12/30/16 states that if I do not sign this third rental agreement by February 1, 2017, my tenancy is terminated.

Alternatives Offered to Landlord re: Noise, Heat and Cleanliness, Internet & Safety

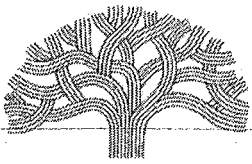
- In 2015 & 2016 repeated requests to Landlord to establish agreed upon times to clean upstairs shared bathroom. Landlord never implemented this after discussion and feedback on standards of cleanliness.
- During the summer and fall of 2015 I asked Landlord if I could relocate to the 1st floor bedroom to be closer to the kitchen and the wall heater. Landlord refused my request.

- In 2014 and 2015, I requested Landlord to buy a stove. Landlord refused, but offered to buy my refrigerator and sofa, which I refused. When Landlord purchased a new stove in November 2016, he had my stove refused when I expressly told him not to.
 - I requested locks be placed on my bedroom door and bathroom. After many bathroom mishaps, landlord finally put locks on all doors.
 - Internet modem is connected to Landlord's computer in his room. Landlord refuses to place the internet modem from the floor to the ceiling or in a common area. The modem is on the floor and my internet access frequently goes out.
-
- During the summer 2015, I obtained a device from the internet service provider, which I was willing to pay for, to extend the range to get better internet service after getting no assistance from landlord on this issue. Landlord refused to assist me in setting it up and returned it to the internet provider.
 - Landlord refused to talk to the neighbors next door at 6869 (?) Fresno, regarding rooster and chicken violations. I reported neighbors' rooster and chicken violations and problem was resolved.
 - Requested landlord to include tenant, Maya (last name unknown), in house meetings for accountability. Landlord refused and maintained she was a guest. Landlord allowed Maya to park on premises and even block driveway. Reported driveway violations on Maya and Landlord to police numerous times.
 - Landlord allows tenant/friend, Larry Davis, to raise a garden in the backyard; yet, refuses to allow me to wash my car and removed the water turning device in the front yard.
 - Landlord allowed Larry Davis to install a washing machine on the backyard, which could be using too much electricity.
 - Landlord allowed Larry Davis to create a separate enclosed space or "mancave" in the backyard below my back window which is an eyesore. His music is heard right outside my window and causes a disturbance.
 - Landlord berates me in front of other tenant(s), calls me crazy and tells them not to pay attention to any of my complaints or concerns.
 - Landlord needs to be replaced as the manager and turn the job over to unbiased manager who will use the rental proceeds to enhance the house rather than support his personal and business needs.

Dollar value of lost services. I believe the dollar value of lost services, especially heat, ranges between \$100-200 per month.

- My physical and mental health has been significantly compromised because of the coldness of the house, which has resulted in loss of income.
- Electricity outages-Landlord has not provided tenant with any access to circuit breakers when electrical outages occur.

- Landlord has not provided insulation in attic area of house, immediately above my room; nor has Landlord winterized the windows or cracks in the stairs or 1st floor where significant drafts of air and dirt routinely flow.
-



CITY OF OAKLAND

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

For date stamp:
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2017 MAY -3 PM 4:35

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 T17-0146

Your Name <i>William Page</i>	Complete Address (with zip code) <i>6859 Fresno St Oakland, CA 94605</i>	Telephone: <i>510-504-0316</i>
		Email: <i>bill-page@hotmail.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
		Email:
Tenant(s) Name(s) <i>Verna J. Ross</i>	Complete Address (with zip code) <i>6859 Fresno St. Oakland, CA 94605</i>	
Property Address (If the property has more than one address, list all addresses) <i>6859 Fresno St. Oakland, CA 94605</i>		Total number of units on property <i>1</i>

Have you paid for your Oakland Business License? Yes No Lic. Number: _____
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: *11/1/97*

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
2/1/17	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 5/1/14.

The tenant's initial rent including all services provided was: \$ 600.00 / 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? 12/31/16

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>	
12/31/2016	2/1/17	\$ 600.00	\$ 660.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

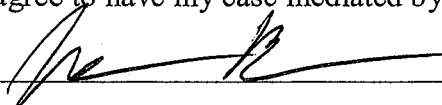
Mediation Program

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.

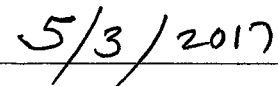
If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 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

44-0093 RW-30

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

For date stamp.
 RECEIVED
 CITY OF OAKLAND
 RENT ADJUSTMENT PROGRAM
 2017 MAY 23 PM 3:49
LANDLORD PETITION
FOR CERTIFICATE OF EXEMPTION
 (OMC §8.22.030.B)

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

Section 1. Basic Information

Your Name <i>William R. Page</i>		Complete Address (with zip code) <i>6859 Fresno St. Oakland, CA 94605</i>		Telephone <i>510-504-0316</i> Day: _____	
Your Representative's Name		Complete Address (with zip code)		Telephone Day: _____	
Property Address <i>6859 Fresno St. Oakland, CA 94605</i>				Total number of units in bldg or parcel.	
Type of units (circle one)	Single-Family Residence (SFR)	Condominium	Apartment or Room		
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		Yes	No		
Assessor's Parcel No. <i>39-3303-7</i>					

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

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

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

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

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

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

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

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

Section 4. Verification Each petitioner must sign this section.

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



Owner's Signature

5/23/17

Date

Owner's Signature

Date

Important Information

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

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

Case No. T17-0146

William Page
5/23/17

1 No

2 No

3 No

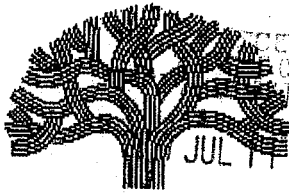
4 No

5 No

6 No

7 No

8 5/2/2014



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

for Date Stamp Only
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2017 JUL 11 PM 4:36

CASE NUMBER L17-0093

TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION

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

Your Name <i>VERNA J. ROSS</i>	Complete Address (with Zip Code) <i>Residence Address: 6859 Fresno St. Oakland, CA 94606</i> Mailing Address: PO Box 23871 Oakland, CA 94623	Telephone <i>510-472-2700</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

The unit I rent is:

Room

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

4/28/14

Date you moved into this unit:

5/20/14

Are you current on your rent? Yes No

Yes

No

Lawfully Withholding Rent

Increases

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

Exemption Contested

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

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

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

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

See Attachment.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): 12/31/16.

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
12/31/16	2/1/17	\$ 600.00	\$ 660.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/31/16	2/1/17	\$ 0	\$ 75.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/31/16	2/1/17	\$ 10.00	\$ 35.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

Verna J. Ross
 Tenant's Signature

7/11/17
 Date

 Tenant's Signature

 Date

Important Information

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

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

File Review

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

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

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

To: Verna Ross

6859 Fresno Street

Oakland, CA 94605

December 31, 2016

Here are two copies of the Oakland Rent Adjustment Program (RAP). Please read, date, and sign one copy and return to me. Keep the other copy for your records.

Thank you,

William Page

000072



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- **Contesting a Rent Increase:** If the owner gave this Notice to Tenants at the beginning of your tenancy, you must file a petition: (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

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

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

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Baùn Thoàng Baùo quyền lổii củuà ngồođi thueâ trong Oakland nặy củng cồu baềng tieáng Việät. Neả cồu mỗt
 baùn sao, xin goii (510) 238-3721.

**ATTACHMENT
TO TENANT RESPONSE
TO LANDLORD'S PETITION FOR CERTIFICATE OF EXEMPTION**

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

Substantively, Tenant believes Landlord waived his rights to be exempt from Oakland Rent Control, because Landlord intentionally and actively converted the house from a Single Family Residence (SFR) to a boarding house by his own actions and forever waived the exemption.

Also, Tenant believes Landlord waived his rights when he failed to timely seek a Certificate of Exemption over a twenty (20) period of co-ownership when the Landlord knew the house had been rented by his father prior to him inheriting it.

Prior to April 2014 when I executed a rental agreement with Landlord and after May 2014 when I moved in, the Landlord repeated on numerous occasions that he would have all three (3) units occupied. I even initiated moving some of the junk from the room adjacent to me consistent with that goal, since I was constantly donating personal items to Goodwill's, recycling centers and the like.

When I moved into the property, Francisco Jimenez was the only tenant. In December, unbeknownst to me, Landlord surreptitiously moved Larry Davis, into the room adjacent to me. Davis continues to reside on the property. Once Davis moved in, the landlord was running a boarding house and was no longer eligible for a SFR exemption from Oakland Rent Control laws.

In December 2014, landlord lost his rights to be exempt from Oakland rent control, because he was running a boarding house with three (3) paying tenants. My interpretation of the O.M.C. is the landlord forfeits the exemption when two or more units or occupied and he resides in the third unit on the property. Starting in December 2014, three units were occupied and the landlord resided in the fourth unit.

Francisco moved out in September 2015 or thereabouts. In January 2016, landlord moved another individual into Francisco's former room stating she was visiting for a week or two. I only know her first name is Maya. One week turned into two weeks, two weeks turned into eight (8) months that she occupied the unit until August 2016.

While Landlord will assert that she was not a tenant, California law is very clear when an individual residing on a property beyond a certain period becomes a tenant. I made this known to Landlord after Maya's conduct manifested itself as a tenant with rights and not a guest in her actions in the house. Landlord will assert she was not a paying tenant, but California law does not require the individual pay rent to vest tenant rights and Landlord discriminated against me and for her rights over my rights as a tenant. Lack of monetary payment does not wipe away the tenant rights nor erase the landlord duties. Therefore, the conversion of the property to a boarding house continued during Maya's tenancy.

As late as 10/2/16, when the landlord finally put something in writing stating he would finally be making improvements to a lovely house which had deferred maintenance for almost 20 years, he had the intent to rent out the first floor unit again, thus having four (4) units fully occupied.

But for the fact that I am challenging him on the legality of the rent increases, he would never have petitioned for Cert. This tribunal should not reward him for sitting on his rights for at least four (4) years too long or at worst for 20 years.

Tenant challenges the Landlord's Petition for Certificate of Exemption on the grounds of Waiver of His Rights on Substantive Grounds as Stated Above and Procedural grounds as follows:

Landlord has been operating a raw food business and a computer business from his home without ever getting a license, permit or complying with city, county or State laws for well over ten plus (10+) years.

~~But for the fact that I am challenging him on his housing rental business, landlord would not have paid his business taxes which he had never filed or paid before, although he has represented himself to the public as an entrepreneur and businessman for over a decade.~~

Procedurally, Landlord's petition should not be granted, because he failed to timely submit proof of payment of his business taxes and RAP fees when he filed his Response in T17-0146. To date, Landlord has not paid the RAP fee, *because Landlord has a disdain for the law when it does not help him.*

But for the fact that he received a Notice of Deficiency from RAP, he would not have paid the taxes at all which is a pattern Landlord has exhibited too frequently.

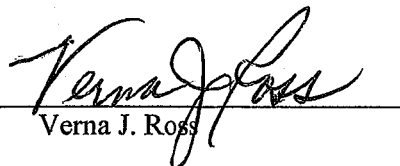
But for the fact that I reported the dismal condition of the interior and exterior of the property to the City of Oakland Building and Permits for housing violations on numerous occasions, Landlord would not have corrected those abysmal conditions. Landlord was given a Notice of Violation dated April 6, 2017 with a re-inspection set for June 5, 2017, as attached hereto.

Landlord failed to cure the violations timely. Again, Landlord has disdain for the law and deadlines and refuses to comply with the law because he continually gets rewarded even when he violates the law. The words "must and shall" carry no weight for Landlord, because he is continuously given a pass.

Procedurally, this body should not reward Landlord's failure to timely pay his business taxes, his failure to pay RAP fees, failure to truthfully disclose the names of tenants residing on the property as requested in Section 2 which says you "MUST" attach a list ..., failure to truthfully answer question 4 "are there any outstanding violations of building, housing, fire, or safety codes in the unit or building-Landlord answered "No" to Question 4 that he had no housing violations when he filed his Cert. on May 23, 2017 which you can see from the Notice of Violation is blatantly not true.

For all the above reasons and others to be presented at hearing, Tenant's Petition No. T17-0146 should be granted and Landlord's Petition L17-0093 should be permanently denied.

DATED: July 11, 2017


Verna J. Ross

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0146, Ross v. Page
L17-0093, Page v. Tenants

PROPERTY ADDRESS: 6859 Fresno Street, Oakland, CA

DATES OF HEARING: September 26, 2017
November 20, 2017

DATE OF DECISION: January 2, 2018

APPEARANCES: Verna Ross, Tenant
William Page, Owner
Jill Broadhurst, Owner Representative (11/20 only)

SUMMARY OF DECISION

The tenant petition is dismissed. The Rent Adjustment Program does not have jurisdiction over the unit in question. The owner petition is denied. The owner has not established his right to a *Certificate of Exemption*.

CONTENTIONS OF THE PARTIES

The tenant filed a petition in case number T17-0146, on March 1, 2017, contesting a rent increase from \$600 to \$660, effective February 1, 2017, on the following grounds:

- The increases exceed the Consumer Price Index (CPI) Adjustment, are unjustified or is greater than 10%;

- The owner did not give me a summary of justifications for the increase despite my written request;
- No written notice of the Rent Program (*RAP Notice*) was given to her at least six months prior to the effective date of the rent increase;
- The contested increase is the second rent increase in a 12-month period; and,
- The notice did not contain the “enhanced notice requirements” of the Ordinance or the enhanced notice was not filed with the RAP.

Additionally, the tenant claimed that her housing services had decreased and that at present there exists a health, safety, fire or building code violation in the unit.

The owner filed a timely response to the tenant petition on May 3, 2017, claiming that the rent increase was justified by banking, increased housing service costs, uninsured repair costs and fair return and denying that the tenant’s housing services had decreased. Additionally, the owner alleged that the unit is located in a building with three or fewer units and that the owner occupies one of the units continuously as his principal residence and has done so for at least one year.

On May 23, 2017, the owner filed a petition in case number L17-0093, in which he sought a *Certificate of Exemption* because the unit is a single family residence.

The tenant did not file a response to the Owner Petition.

THE ISSUES

1. In case T17-0146, did the owner make a reasonable attempt to pay the *RAP fees*, in order to testify at the Hearing?
2. When, if ever, was the tenant provided the *RAP Notice*?
3. At all relevant times, did the tenant live in a building of three or fewer units in which the owner also resided?
4. Is the unit in which the tenant lives temporarily exempt from the *RAP*?
5. Can the tenant’s claims contesting the rent increase or her claims of decreased housing services be considered?
6. Is the tenant entitled to a finding of good cause for the requested subpoena?
7. Is the owner entitled to a Certificate of Exemption based on his claim that the unit is a single family home?
8. Are *RAP fees* required to be paid in this instance?

EVIDENCE

RAP Fees: In the owner’s response to the tenant petition the owner stated that he had not paid his business license or the RAP fees for his unit. He was sent a deficiency notice on May 12, 2017, requesting proof of payment of the Oakland business license and RAP fees. He produced a copy of his business license in response to this letter. At the Hearing held on September 26, 2017, the owner testified that he did not have proof that he paid the *RAP fee*. However, he does not remember whether or not he had paid the fee.

Before the Hearing on November 20, 2017, the owner produced an *Acknowledgment of Payment Received* dated May 16, 2017, showing that the owner had paid the 2014 RAP fees. The owner was requested to produce proof of paying the 2017 RAP fees and a break was held in the Hearing. The owner came back and testified that he tried to pay the RAP fee but was informed by a person in the City office that he did not have to. The owner returned with a document given to him by this City of Oakland employee. The document states that the use code for the building is "single family residence used as such."

Rental History: The tenant testified that she moved into the house at 6859 Fresno Street in May of 2014 at an initial rent of \$600 a month. The house is a 4 bedroom three story house. When she moved in, she rented a bedroom on the third level with shared usage of the kitchen and bathroom and other living areas. Each bedroom has a lock on it which can be locked from both inside and outside. There was another person living there at the time whose name was Francisco Jiminez. The owner, William Page, was also living there when she moved in. She was not given a *RAP Notice* when she moved in. She received a *RAP Notice* for the first time on December 31, 2016.¹

In December of 2014, Larry Davis, a tenant, moved into the bedroom next to Ms. Ross. Mr. Jiminez moved out of the unit in August of 2015. In January of 2016, a young woman named Maya lived in the room previously occupied by Mr. Jiminez. She moved out in approximately August of 2016.

At the time of the Hearings on September 26, 2017, and November 20, 2017, there were only three people living in the home, Mr. Davis, Ms. Ross and the owner, William Page. The tenant testified that the owner has informed her that he wishes to rent the fourth bedroom again.

The owner testified that Mr. Jiminez was a friend who needed help. So he lived in a room in the subject property from April of 2014 through August of 2015 at a reduced rent. Maya was a friend who lived there rent free. Since Maya moved out that bedroom has not been rented the bedroom nor has anyone else lived there. The owner further testified that he is currently reserving the fourth bedroom for cousins or his daughter but that right now it is empty. His plans regarding that room are "up in the air."²

Unit Information: The owner testified that he owns the building with his deceased sister's estate. The building was originally purchased by his parents in 1962 and the owner grew up in the house. He moved out at some point and moved back in approximately 1986, with his father who was still living there. At some point his father moved out and later the owner started to rent out rooms.

The owner testified that he received a *Notice of Violation* from the City of Oakland Planning and Building Department dated April of 2017, regarding overgrown vegetation

¹ The owner agreed with this testimony. See *Owner Response* in case T17-0146.

² Tape Recording September 26, 2017, at 29:00-29:30.

and trash and water intrusion on the ceiling and walls of the bathroom.³ He further testified that he has repaired the violations listed and they have been abated.

Decreased Housing Services: The tenant testified regarding her claims of decreased services. Considering the ruling below that this unit is temporarily exempt from rent control, there is no reason to detail the tenant's claims here.

Subpoena Requested: On September 18, 2017, the tenant filed a written request that a subpoena be issued for documents related to the owner's rental of the premises and the owner's personal information. She sought tax returns; tax applications; house meeting agendas; PG&E statements; EBMUD bills; internet bills; invoices for improvements; written agreements between the owner and prior and current tenants and guests; and car purchase statements.⁴

Her request was denied at the Hearing. (See below.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

In case T17-0146, did the owner make a reasonable attempt to pay the RAP fees, in order to testify at the Hearing?

Oakland Municipal Code § 8.22.500 provides that the Rent Program service fee is to be

“charged against any residential rental unit that is subject to **either** the Rent Adjustment Ordinance, the Just Cause for Eviction Ordinance, or both.”

Since single family dwellings are covered units under the Just Cause for Eviction Ordinance⁵, the service fee applies to single family homes. The service fee does not apply however to those buildings with three or fewer units where the owner occupies one of the units continuously for at least one year.⁶

An owner can only file a response to a tenant petition where he provides evidence of payment of the Rent Program Service fee.⁷ This is true unless it is determined that the unit is in a building with three or fewer units where the owner occupies one of the units.

At the Hearing, the owner was asked to provide evidence of paying the 2017 Rent Program Service fee. He provided proof of having paid the fee for 2014. Thereafter a break in the Hearing was held for him to go to the Business Tax office to pay the remainder of the fee. The owner returned, having been told that he did not have to pay the fee because it was a “single family residential home used as such.”

³ Exhibit 1. This document was admitted into evidence without objection.

⁴ See September 18, 2017, letter to Oakland Rent Adjustment Program/Board in case file T17-0146.

⁵ See list of units exempt from Just Cause at O.M.C. § 8.22.350.

⁶ While the current Ordinance requires that owners live there for two years before the exemption applies, this only applies to those units where the owner moves in to the building after August 1, 2016. In this case the owner has been living there for many years and the one year rule applies to him. O.M.C. § 8.22.030(A)(8) and 8.22.030(D).

⁷ O.M.C. § 8.22.090(B)(1)(b).

While in fact, the owner of a rented single family home is required to pay the RAP fee if the owner is not living there, in this case, the owner made all reasonable efforts to pay the fee. Because he was unable to, the Hearing was held and the owner was allowed to testify.

When, if ever, was the tenant provided the *RAP Notice*?

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* at the start of a tenancy⁸ and together with any notice of rent increase or change in the terms of a tenancy.⁹ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.¹⁰

All parties agree that the *RAP Notice* was given to the tenant on December 31, 2016.

At all relevant times, did the tenant live in a building of three or fewer units in which the owner also resided?

The RAP program has held that an owner who creates a boarding house within a single family home or duplex is not exempt from the Ordinance if the home can then be considered a building with more than three units based on the actions of the owner. In both *Jin v. Ha Lee*, T14-0284, and *Li v. Liberty Property*, T15-0101, the Housing, Residential, Rental and Relocation Board (HRRRB) held that where an owner subdivides a dwelling unit into more than three rental units, the temporary exemption for an owner occupied duplex or triplex, no longer applies. In both those cases, the owner, while living in a unit, rented single rooms to multiple tenants in various rooms throughout the home.

However, in this case, at all relevant times since August of 2016, the tenant and the owner were residing in a single family home with four bedrooms, but the owner was only renting out two of the bedrooms. He occupied the third bedroom and the fourth bedroom was empty. The fact that the owner had some idea that he might rent the fourth bedroom in the future does not change the result.

Is the unit in which the tenant lives temporarily exempt from the *RAP*?

Buildings with three or fewer units, where the owner occupies one of the units continuously for at least one year, are exempt from the Ordinance.¹¹

While it is true that in a four-plex with four separate units, an owner cannot create an exemption by simply not renting one of the units and then claiming that the building is an owner occupied triplex, this case is different. Here, the owner owns a single family home with four bedrooms. He has the right to change the nature of his home by renting

⁸ O.M.C. § 8.22.060(A)

⁹ O.M.C. § 8.22.070(H)(1)(A)

¹⁰ O.M.C. § 8.22.060 (C)

¹¹ O.M.C. § 8.22.030(A)(8) and 8.22.030(D).

out rooms. If he rents out two rooms, he remains exempt from the Ordinance. If he rents out three rooms, then he is no longer exempt. Since at all times since the tenant filed her petition the owner was living in the unit and was only renting out two bedrooms, with a total of three "units", the unit is temporarily exempt from the Ordinance and the RAP does not have jurisdiction of the tenant's claim.

Can the tenant's claims contesting the rent increase or her claims of decreased housing services be considered?

Since the RAP does not have jurisdiction of the tenant's claim, the tenant's claim of decreased services cannot be considered here.

Is the tenant entitled to a finding of good cause for the requested subpoena?

The tenant sought documents from the Owner by requesting that the RAP issue a subpoena. While the RAP does not issue subpoenas, the RAP can issue a finding of good cause to be brought to the City Clerk, who can issue a subpoena. Nonetheless, the documents the tenant sought were not necessary to determine the issue of whether or not the RAP had jurisdiction over the tenant's claim. Therefore, there was no good cause for the issuance of the subpoena and the tenant's claim was denied.

Is the owner entitled to a Certificate of Exemption based on his claim that the unit is a single family home?

The owner seeks an exemption from the RAP based on his claim that his unit is a single family residence. The house is a 4 bedroom home.

The RAP Ordinance exempts all "dwelling units exempt pursuant to Costa-Hawkins....¹²" Costa-Hawkins provides that a unit is exempt from rent control if "it is alienable separate from the title to any other dwelling unit...¹³" In this case, the owner has chosen to rent rooms in his four bedroom single family house individually, effectively creating multiple dwelling units. Each person has their own lease, their own room and their own rent. While there are common areas that are shared, the house is not rented as one separate unit. The fact that the tenants and Mr. Page share some portion of the house does not create an exemption. Many apartment houses that are covered by the Ordinance have community space that is shared amongst many tenants.

The owner cannot sell the room Ms. Ross rents separately from any of the other rooms. Hence, it is not separately alienable. The same is true of the other bedroom he rents. The owner has effectively created a rooming house in what used to be a single-family home. Rooming houses are only exempt from the RAP for tenants that do not live in the same room for more than 30 days¹⁴. Since the tenant has resided in her room for more than 30 days her tenancies is not exempt from the RAP on this ground.

¹² O.M.C. § 8.22.030(A)(7)

¹³ Civil Code § 1954.52(A)(3)(a)

¹⁴ O.M.C. § 8.22.030(A)(3)

The owner's unit is not currently being used as a single family home for which a permanent exemption is allowed.

Going forward, are RAP fees required to be paid in this instance?

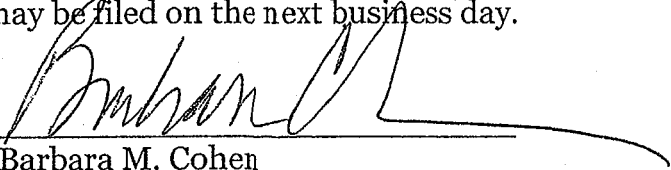
An owner occupied building with three or fewer units is not subject to either the RAP Ordinance or the Just Cause for Eviction Ordinance. It appears from the record, that the only time the owner paid the RAP fee was in 2014. At that time, the owner was renting three bedrooms and residing in one. At that point, the payment of the RAP fee was required.

However, at this point, and at all times the owner only provides housing in two of the four bedrooms in his home (not counting the one he lives in) he is not required to pay the RAP fee.

ORDER

1. Petition T17-0146 is denied. The tenant's unit is temporarily exempt from the RAP Ordinance because she is living in a building of three units or less and the owner also resides in the building.
2. Petition L17-0093 is denied. The owner is not entitled to a permanent exemption because he rents multiple rooms in his home to multiple different tenants.
3. As long as the owner is residing in the subject property and is providing housing to only two other individuals in two separate rooms, he is not subject to the RAP fee. The owner is not entitled to reimbursement for the 2014 RAP fees he has paid.
4. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 2, 2018


Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number(s): T17-0146, L17-0093

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 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:

Verna Ross
6859 Fresno Street
Oakland, CA 94605

William Page
6859 Fresno Street
Oakland, CA 94605

Jill Broadhurst
Big City Property Group
PO Box 13122
Oakland, CA 94661

Verna Ross
PO Box 23371
Oakland, CA 94623

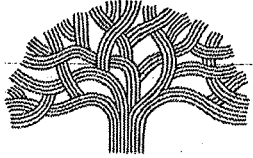
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 January 3, 2018, in Oakland, California.



Barbara M. Cohen
Oakland Rent Adjustment Program

000083



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp, please print year

2018 JAN 23 AM 9:25

APPEAL

Appellant's Name Verna J. Ross		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 6859 Fresno St., Oakland, CA 94605			
Appellant's Mailing Address (For receipt of notices) P.O. Box 23371 Oakland, CA 94623		Case Number T17-0146 and L17-0093	
		Date of Decision appealed January 2, 2018	
Name of Representative (if any) n/a		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.

REVIEWED
AND
APPROVED
[Signature] 1/23/18
INITIAL DATE



- 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 January 23, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	William R. Page, Jr./IV
<u>Address</u>	6859 Fresno St.
<u>City, State Zip</u>	Oakland, CA 94605
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	
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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.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

OAKLAND RENT ADJUSTMENT PROGRAM (RAP)
DECLARATION AND CORRECTED PROOF OF SERVICE
2018 FEB 9 PM 4:13

Consolidated Cases
T17-0146 &
L17-0093

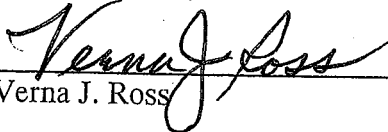
On Thursday, February 8, 2018, I filed my Appeal Brief with the Oakland Rent Adjustment Program at 4:59 p.m.

I went to the U.S. Post Office on Clay St. to mail the Brief to William R. Page, Jr./IV, as I indicated on the proof of service attached to my Brief. However, I did not have my purse, my wallet or any cash and could not pay the postage. I had inadvertently left my purse at the library rushing to get to RAP to timely file my brief by 5:00 p.m. Because of rush hour traffic, by the time I retrieved my purse and traveled to the closest post office, it was closed and I was not able to mail the brief as stated in my proof of service.

Therefore, I am submitting this Declaration and Corrected Proof of Service showing that I, Verna J. Ross, deposited in the U.S.P.S. mail the Appellant's Appeal Brief to William R. Page, Jr./IV, Landlord/Respondent, on February 9, 2018 to the address at 6859 Fresno St., Oakland, CA 94605.

I declare under penalty of perjury under the laws of the State of California the above is true and correct. Executed on February 9, 2018, in Oakland, CA.

Dated: February 9, 2018


Verna J. Ross

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RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

000087

**TENANT
VERNA J. ROSS
APPEAL BRIEF**

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RENT ARBITRATION PROGRAM
2018 FEB -8 PM 4:58

Re: 6859 Fresno St., Oakland, CA 94605
Case No. T17-0146 and Case No. L17-093 Consolidated
Hearing Dates: September 26, 2017 and November 20, 2017
Exempt or Not Exempt Single Family Residence with 4 Units
Appeal of Hearing Officer Barbara Cohen's Decision in Favor of Landlord
Date of Decision: January 2, 2018

Appellant/Tenant, Verna J. Ross, (hereinafter "Appellant") appeals the Decision (hereinafter "Decision") of Hearing Officer Barbara Cohen, (hereinafter "Cohen") of Ross v. Page and Page v. Ross as follows:

1. There are math/clerical errors that require the Hearing Decision to be updated:

A. The Decision incorrectly states that tenant did not file a response to the Owner's Petition. Attached is a copy of Appellant's ten (10) page response timely filed on July 11, 2017 to Owner's Certificate of Exemption filed on May 23, 2017. Cohen referenced Appellant's response at the September 26, 2017, hearing and the November 20, 2017 hearing; yet, has been omitted.

Attached to Tenant's Response is a copy of Landlord's Notice of Violation regarding blight and water damage dated April 6, 2017. Tenant introduced this into evidence at the hearing, but Cohen did not admit it. Cohen improperly asked Landlord about the Notice of Violation (explained later), which he testified had been cured. Cohen asked for no written proof that the violations had been cured or the fact that they had not been cured when Landlord submitted his Petition, wherein he intentionally misrepresented a documented fact on his Petition.

This clerical error in the Decision should be corrected to reflect that Tenant timely filed a response to Landlord's petition despite the fact that Cohen denied the petition.

B. Cohen failed to raise the issue of the Landlord not providing the Appellant/Tenant with the Notice of Rent Adjustment Program (RAP Notice) until December 31, 2016, when Landlord provided the notices of rent, electricity and late fee increases. This issue should have been addressed by Cohen and a decision accordingly would

Appeal Brief of
Verna J. Ross
T17-0146 & L17-093

000088

2. **Appealing the Decision for one of the grounds below:**

a) **The decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulation or prior decisions of the Board.**

In accordance with O.M.C.8.22.030 page 4 of the July 2017 revised O.M.C. and 12538 § 1 (part) 2003, the Exemptions for Owner Occupied Properties applies to Three or Fewer Units, not Four Units as in the instant case where Landlord was occupying one unit and renting three other separate units and thus operating a boarding house within the single family residence. See paragraph (b) below where this Board affirmed Cohen's two Decisions she cited, namely: Li v. Liberty Properties, T15-0101 & T15-0307 and Jin v. Ha Lee, T14-0284.

b) **The decision is inconsistent with decisions issued by other Hearing Officers.**

Appellant asserts that her petition should have been granted on September 26, 2017, since Landlord failed produce evidence of payment of the required Rent Adjustment Program (RAP) fee, despite more than three (3) opportunities to produce the evidence. Cohen continued the hearing on September 26, 2017 supposedly for Cohen to give both parties notice 1) if she would conduct a site visit of the property, 2) a tentative ruling on whether the subject property was exempt from RAP and therefore Landlord would not have to provide proof of the RAP fee if that was her decision.

Appellant was surprised when she received a Notice setting this matter for a second hearing on November 20, 2017, right before Thanksgiving. At this second hearing, Cohen is still asking Landlord for proof of payment of the RAP fee, rather than granting Appellant's petition.

In the case of Marroquin v. Marquardt, April 29, 2015, Hearing Officer Stephen Kasin, granted the tenant's case, citing in part that,

“the enactment of the Just Cause for Eviction Ordinance, the City Council desires to extend the Rent Program Service Fee to all residential rental units covered by either Residential Rent Adjustment Program or the Just Cause for Eviction Ordinance...O.M.C. §§§ on 8.22.500...Therefore, owners of single family homes must pay the RAP fee. Since the owner in this case has not done so, his response is not considered to have been filed, and the tenant's petition must therefore be granted.”

In the instant case, RAP sent a Deficiency Notice to Landlord on May 12, 2017, wherein it stated, "you need to submit proof of payment for Oakland Business Tax License and the Rent Program Service Fee. Please provide proof of both..." The requested information must be submitted within ten (10) calendar days from the date of this letter in order to consider your response."

Respondent never provided proof of payment of the RAP fee on September 26th even when the hearing officer indicated she would not take testimony from Landlord at the hearing.

Unfortunately, Cohen did not follow the precedent of Hearing Officer, Kasdin and grant Appellant's petition on that date. Further, Cohen proceeded to take testimony from Landlord during the next two hours until she called for a lunch break.

The lunch break lasted approximately 90 minutes. Landlord was approximately 15-20 minutes late returning. After returning from the lunch break, landlord had made no effort to pay the RAP fee or to produce any evidence that he had paid it. The hearing officer continued to elicit and take testimony from landlord. Appellant was unduly biased by Cohen not following precedent in proceeding to take testimony from Landlord.

c) The decision raises a new policy issue that has not been decided by the Board.

Cohen cites in her ISSUES statement at Number 8 on page 2 of her Decision, "**At all relevant times, did the tenant live in a building of three or fewer units in which the owner also resided?**"

Appellant asserts this issue has not been before the tribunal before. Appellant disagrees with Cohen's analysis and determination of the issue before her. Cohen broadly interpreted the O.M.C. by putting a condition precedent before the language in the statute when she phrases the issue as "all relevant times" did the tenant live in a building of three or fewer units. Appellant asserts that the plain language interpretation of the statute is already stated. Appellant asserts that even with the condition precedent language in Cohen's issue, the facts are on Appellant's side. Appellant, at all relevant times, did live in a building of three or fewer units in which the owner also resided? Cohen's wrongfully focuses on the number of occupants in the units throughout Appellant's tenancy. Cohen made a point of stating to Appellant that at the time Appellant filed her petition, as well as, at the time of the two hearings there were two occupants. Cohen refused to give credence to the fact that Landlord has just made improvements in October 2016, with the expressed intent of renting out the third unit.

Cohen cites her case of Li v. Liberty Properties, T15-0101 & T15-0307 affirmed by this Appeal Board where she raises the issue at number two (2) as follows, "Is the Unit in a building of three

units or less?" At footnote 16, Cohen references O.M.C. Section 8.22.030. Tenant cited this statute to Cohen on November 20, 2017, as a basis for granting Tenants petition, since it is undisputed that there are four (4) units in the building, one being occupied by the owner and at various times of the tenant's tenancy all of the other three (3) units were rented.

Tenant asserts that Cohen wrongfully broadened the construction of O.M.C. Section 8.22.030 in this instance and reached the wrong conclusion.

Hearing Officer, Stephen Kasdin in Ballard v. JDW Enterprises, Inc., T14-0535, decided on April 3, 2015, correctly posited the issue, "Is the rental unit in which the tenant lives exempt from the Rent Adjustment Ordinance? While the facts in Ballard are different, since the entire house was contractually rented between the owner and the owner was not renting separate bedrooms, as is Tenant's case. The single family house with four (4) bedrooms where the Landlord/co-owner is renting all three bedrooms. origin

Tenant asserts that the analysis Cohen should have been addressing is when a four (4) unit single family residence which has been owner occupied for the requisite mandatory period has been occupied by three tenants does the Owner lose its exemption when all units are not occupied?

Tenant has not found any cases on this issue which have come before the Appeals Board.

The O.M.C. is silent with respect to the issue of time. Cohen's interpretation of the issue automatically sides with the Landlord, but he O.M.C. does not support Cohen's interpretation of "at all relevant times". What constitutes relevant times here is that for more than fifty-percent of the time between May 2014 and August 2016, three (3) of the units were occupied and the property was clearly subject to Oakland to RAP. Cohen stated at the hearings that the issue was, if Landlord was running a boarding house or not. Based on the facts, Landlord was running a boarding house. On September 26th, Landlord testified and even in Cohen's Decision at page 3, Cohen quotes Landlord plans about the third bedroom are, "up in the air". Tape Recording September 26, 2017, at 29:00-29:30.

On said tape, between 29:00-29:30, Landlord testified that his Florida cousin may relocate and move into the unoccupied bedroom, he might get married; he might let his 40 year old daughter move back into the house, etc. None of these possibilities exempts the property from rent control. Absence the occupant staying for less than 30 days under California law, that occupant becomes a tenant. Absent the occupant becoming a co-owner of the property on title, that occupant is a tenant, therefore, making all the persons Landlord testified who might occupy the 4th bedroom-tenants.

Cohen noted in her decision that Landlord's intent to rent the third unit was up in the air which suggest to the reasonable person that Landlord could indeed rent the third unit at any time at his discretion, give a rent increase inconsistent with Oakland rent control, when he is attempting to force a tenant out of the property and if the tenant moves and files a petition, then when that former tenant files a petition, the Landlord has two tenants and not three. Cohen writes in her Decision on page 6, paragraph 1, "If he rents out two rooms, he remains exempt..." "If he rent out three rooms, the he is no longer exempt". Since at all times since the tenant filed her petition the owner was living in the unit and was only renting out two bedrooms with a total of three "units" the unit is temporarily exempt from the Ordinance and RAP does not have jurisdiction of the tenant's claim.

There is clearly a loophole in the O.M.C. the way Cohen interprets and applies it to favor the Landlord.

Cohen's interpretation ties back to the issue that at the time Tenant filed her petition, as well as, at the time of the hearings, the Landlord did not have all three units occupied. Cohen's reads the O.M.C. too broadly in favor of the Landlord and does not follow precedent.

Cohen's narrow view of all relevant times provides any Landlord with the ability to skirt Oakland RAP by randomly having less than the three (3) occupiers in a four unit single-family residence when it suits them. The O.M.C. needs to address this loophole where landlord's can be deemed except, because at the time of filing or a hearing there number of occupied units occupied falls below three (3).

d) The decision violates federal, state or local law.

The laws that are violated are a commonly accepted federal, state and local law which requires you to pay to play. Landlord's failure to pay the RAP fee from 2014-2017. The failure to pay has consequences to the breaching party. O.M.C. says, "MUST PAY". Moreover, Landlord offered no plausible for his failure to provide proof on September 26, 2017, except that the house was exempt in a very bullying and authoritative manner when addressing Cohen. The consequence is you don't get to a voice and you don't get your day in court. Cohen abused her discretion and did not follow long established federal, state and local laws of denying Landlord's response.

Appellant produced documentary evidence that Landlord was a co-owner of the property and with sister, Wendy Ruth Page Madison, deceased as of February 2016. Appellant produced documentary evidence that his deceased sister's estate which is being probated in Solano County

should have been a noticed about the hearings with an opportunity to give evidence in the case. Cohen ruled all this evidence was irrelevant.

Appellant contends that the Estate of Wendy Page Madison had a right to notice of the proceedings and Cohen grilled Appellant about providing said notice. Appellant advised Cohen that on her petition she provided as much information as she had at time she filled her petition. The Alameda County Assessor's Office lists Landlord and Wendy as the Owners of Record at the 6859 Fresno Address for mailing. RAP had a duty to provide notice to Wendy at the same address as Landlord. Failing to do so, violated due process to the co-owner of the property.

e) The decision is not supported by substantial evidence.

Cohen cites two cases where she was the hearing officer, namely: Both cases are dissimilar to Tenant's case. In the Li v. Liberty Property case, Cohen's decision was easy to reach, since the Landlord failed to appear at the hearing to testify. If Cohen had followed Kasin's decision in Marroquin v. Marquardt, where the Landlord appeared without having proof of payment of the RAP fee, Appellant would not be before this tribunal reliving living this hostile retaliatory environment created by the Landlord. In the case of Jin v. Ha Lee, this case was easily decided by Cohen, since the owner did not appear at his hearing. Cohen posits one of her issues on page 2 of Jin v. Ha Lee, as follows: Can the owner's claim of exemption be determined without the owner's testimony?

In the Jin v. Ha Lee, Cohen should have not taken any testimony from the Landlord as if he was not there, since Landlord had failed to provide proof of payment of the RAP fee.

Further, as in Li v. Liberty, Cohen should have followed her own precedent of not admitting Landlord's evidence on November 20, 2017 showing that he had paid RAP fees for 2014. In Li v. Liberty, on page 2 of the Decision, Cohen posits Issue (1), Was there good cause for the tenant's and the owner's representative's failure to produce certain documents prior to the hearing? If yes, can the documents that were not produced prior to the Hearing, be allowed to come into evidence? At page 6 in Cohen's Findings of Fact and Conclusions of Law, she asks, "Are documents that were not produced to the RAP prior to the 1st Hearing admissible?"

Cohen allowed both parties to produce and she admitted documents. Appellant's subpoena requested documents from the County of Alameda and the City, Cohen concluded there was no good cause and denied Appellant's request. This is contrary to findings of fact and law which she allowed in Li v. Liberty.

f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.

Appellant/Tenant provided over 200 pages of documents and/or pictures to impugn the credibility of Landlord regarding housing violations, decreases in services; however, Cohen did not admit most of this evidence as irrelevant. Appellant knows that all witnesses credibility are at issue in deciding a case. Landlord's credibility is an issue on the Response he filed to Tenant's petition, as well as, his own Petition for Exemption. On both documents he misrepresented facts directly or by omission.

Cohen cites the issue as, "Is the tenant entitled to a finding of good cause for the requested subpoena?"

Tenant disagrees with Cohen's denial of the request for issuance of good cause for a subpoena, since Tenant wanted copies of documents landlord filed with the City, Franchise Tax Board and IRS relating to income received and taxes paid. These documents would be evidence of landlord's truthfulness about the number of tenants occupying the property and when and the amount of rental income collected. These documents would have proof of Landlord's untruthfulness to RAP.

h) Other.

Landlord consistently and intentionally misrepresented facts to RAP under penalty of perjury under the Laws of the State of California.

On August 17, 2017, (**not August 1, 2017 as stated in the Order by the hearing officer**) Landlord filed his Request to Change the Date of the Proceeding from September 1, 2017 to September 26 or 27, 2017 and asserted under penalty of perjury that petitioner had agreed to continue the hearing from September 1, 2017 to September 26, 2017 or September 27, 2017. Landlord attached no documentary evidence that petitioner had agreed to this continuance, nor did landlord explain the need for a continuance except that he needed it.

In actually, petitioner had no knowledge that landlord wanted a continuance. Despite living under the same roof, landlord and tenant, rarely speak and tenant tries not to have physical communications with landlord unless absolutely necessary. Tenant found out by happenstance

about the request for a continuance. Cohen's Order granting this continuance without the landlord providing written proof from the Tenant and made short order of Tenant's assertions that this is another example of landlord's misrepresentations to the RAP. Again, Cohen cited my statements about landlord's credibility on this point were irrelevant.

Tenant filed a petition on March 1, 2017. The tenant petition was originally set for hearing on Tuesday, June 27, 2017. After Landlord filed his Petition for Permanent Exemption on May 23, 2017, the RAP consolidated the cases and set the hearing for September 26, 2017. However, the Notice of the Hearing on the Petition for Permanent Exemption and the Notice Resetting the consolidated cases to August 4, 2017. On July 31, 2017, Appellant filed a request for a continuance due to medical reasons with medical proof of illness and the matter was set for hearing on September 1, 2017. ical reasons and then to September 26, 2017 by request of landlord by deceit and misrepresentation to RAP by landlord/respondent.

Respondent filed his response to petitioner's contest on Wednesday, May 3, 2017, without one scintilla of documentation to support his claims, despite the fact that his response form states, "you must prove the contested rent increase is justified". Respondent checked "Banking" deferred annual increases, increased housing service costs, uninsured repair costs and fair return as his reasons for repudiating petitioner's contests, but provided no documentation as required. Respondent failed to provide any evidence repudiating petitioner's claims of decreased housing services, except to confirm via oral testimony at the hearing that none of the bedrooms have any heating units.

In landlord's Response filed on May 3, 2017, in Section III. EXEMPTION, he checked the box that states, "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. Respondent knew when he answered this question on the form that the house has four (4) bedrooms; he knew he has had three (3) tenants; yet, he intentionally misrepresented information to RAP. Respondent did admit when asked by the hearing officer that the house has four (4) bedrooms. Respondent admitted he had three tenants in the unit from December 14, 2014 - August/September 2015. Respondent admitted Maya, his friend, possibly more, resided in the unit from January 2016 - August 2016, along with petitioner and Larry Davis.

Petitioner recaps her assertions from the hearing and presents additional assertions and clarifications for consideration on whether the property is exempt from O.M.C. merely because it is a single family residence (SFR) as asserted by the respondent.

Tenant disagrees with Cohen's conclusion that Landlord "made all reasonable efforts to pay the fee." Landlord had four months from May 12, 2017 to September 26, 2017 to pay the fees. Landlord had up to and including November 20th to pay the additional RAP fees and he did not.

Cohen erred in her assessment that the RAP fee Landlord paid for 2014 was sufficient. Clearly from the evidence by both Appellant and Landlord, Landlord had 4 units occupied from December 2014 through August 2016. Cohen erred in her decision not accessing Landlord for RAP fees for 2014, 2015 and 2016.

Landlord's pattern of behavior of not paying business taxes and fees timely is based on Landlord's personal code of who and when he should pay the government fees and taxes. Tenant provided evidence of Landlord's pattern of selling food prepared at his home without a license, operating a computer repair business from his home without paying business taxes. The hearing officer refused to admit these documents into evidence as irrelevant. Yet, Cohen takes the Landlord's word about what was told to him by the City tax office on November 20th and wrongfully proceeds with the hearing and takes Landlord's testimony.

Cohen erred in considering any testimony from Landlord on Tenant's petition. Nonetheless, the hearing officer took responses under penalty of perjury from landlord and tenant. Landlord presented not one scintilla of documentary evidence to support any responses to the hearing officer's numerous questions. If Appellant had not been current with the rent, Cohen would clearly not have allowed Appellant to testify on Landlord's petition.

Petitioner asserts Cohen must follow precedent set by RAP when fees are not paid and should have granted Appellant's on all the above stated basis.

Further, O.M.C. 8.22.110 Hearing Procedure states, "Mere inconvenience or difficulty in appearing shall not constitute "good cause". Cohen continued this hearing without any documentary evidence and did not correct the record to reflect my objections that Landlord had misrepresented that Appellant consented to a continuance.

2. On May 23, 2017, the same day landlord filed proof of payment of the City of Oakland business rental taxes, he also filed his Landlord Petition for Certificate of Exemption (O.M.C. § 8.22.030.B). In this document where landlord signed under penalty of perjury under the laws of the State of California, landlord failed to comply with Section 1, stating the number of units in the building or parcel. Landlord failed to complete Section 2. Tenants. He failed to provide the names and addresses of all tenants residing in the unit/building which he claimed is exempt. In Section 3, which applies to Single Family Residences, question number 4 asks, "Are there any outstanding violations of building, housing, fire, or safety codes in the unit or building?"

Landlord answered, "no". When petitioner filed her response on July 11, 2017, she provided proof that landlord had misrepresented information to this tribunal. The hearing officer asked landlord the status of the violation and he answered, but provided no written documentation.

3. Petitioner provided 158 supplemental pages of documents that impeached the credibility of landlord/respondent going to his intent to have the 4 unit property rented continuously. The hearing officer did not allow most of this evidence. When petitioner's evidence pointed to landlord's 2009 Alameda County Superior Court Case where he was a defendant for breach of contract on a Visa credit card which led to a Writ to Sell the property in 2010; where landlord filed Chapter 7 bankruptcy in 2013 to prevent the sale of the house, Alameda County Sale Date of March 15, 2015, to auction the house for delinquent property taxes under \$10,000, all this was deemed irrelevant to show landlord's intent to continuously rent all three units.

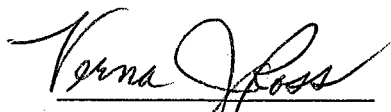
Therefore, 6859 Fresno is not exempt from Oakland Rent Control Laws and Cohen erred in her decision. Appellant requests Cohen's decision be overruled and grant Appellant's Appeal.

DISCLAIMER

Appellant apologizes for the redundancy of information in this brief. However, since Appellant was constructively evicted from the property and turned in her keys to Landlord on January 7, 2018, Appellant has been living from pillar to post without a stable living environment. Appellant has been displaced and it has been highly stressful and difficult over the last 30 plus days without a stable living environment. Appellant's computer and printer were having problems; yet, Appellant wanted to timely file this brief with all the redundancies.

Respectfully submitted,

Dated; February 8, 2018

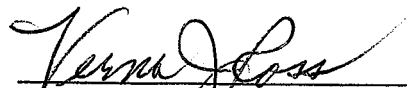

Verna J. Ross

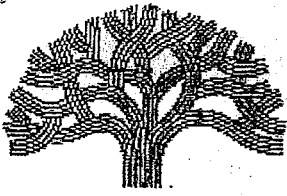
PROOF OF SERVICE

I, Verna J. Ross, deposited in the U.S. mail the Appellant's Appeal Brief to William R. Page, Landlord/Respondent, on February 8, 2018 to the address at 6859 Fresno St., Oakland, CA 94605.

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

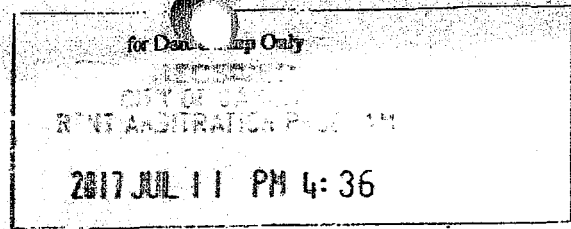
Dated: February 8, 2018


Verna J. Ross



**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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



CASE NUMBER L17-0093

**TENANT RESPONSE TO
CLAIM OF PERMANENT EXEMPTION**

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

Your Name VERNA J. ROSS	Complete Address (with Zip Code) <i>Residence Address:</i> 6859 Fresno St. Oakland, CA 94606 <i>MAILING ADDRESS:</i> PO BOX 23571 Oakland, CA 94623	Telephone 510-472-2700
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel:

4

The unit I rent is:

Room

a house

an apartment

a condo

Rental History:

Date you entered into the Rental Agreement for this unit:

4/28/14

Date you moved into this unit:

5/20/14

Are you current on your rent?

Yes

No

Lawfully Withholding Rent

Increases

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

Exemption Contested

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

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

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

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

See Attachment.

Please list the date you first received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice): 12/31/16.

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
12/31/16	2/1/17	\$ 600.00	\$ 660.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/31/16	2/1/17	\$ 0	\$ 75.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12/31/16	2/1/17	\$ 10.00	\$ 35.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

Nema J. Ross
 Tenant's Signature

7/11/17
 Date

 Tenant's Signature

 Date

Important Information

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

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

File Review

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

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

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

To: Verna Ross

6859 Fresno Street

Oakland, CA 94605

December 31, 2016

Here are two copies of the Oakland Rent Adjustment Program (RAP). Please read, date, and sign one copy and return to me. Keep the other copy for your records.

Thank you,

William Page

14

000101



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- **Contesting a Rent Increase:** If the owner gave this Notice to Tenants at the beginning of your tenancy, you must file a petition: (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

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

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

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

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

BaÙn Thoàng Baùo queyàn lồi cuõa ngöðøi thueã trong Oakland nàøy cuõng còu baèng tieáng Việät. Ñeã còu mòät baùn sao, xin goi (510) 238-3721.



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
You have a right to file a petition with the RAP to contest a rent increase...
Contesting a Rent Increase: If the owner gave this Notice to Tenants at the beginning of your tenancy...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...

TENANTS' SMOKING POLICY DISCLOSURE

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

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

此份屋崙(奧克蘭)市租容權利通知書附有中文版本。請致電(510)238-3721索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
Baun Thoang Baun quyean loi cua ngodoi thuea trong Oakland nay cung co baeng tieang Viet. Nea co moat baun sao, xin goi (510) 238-3721.

left in
envelope on
12/31/16
after 5pm

To: *Verna Ross*

6859 Fresno Street

Oakland, CA 94605

This Notice is to inform you that beginning on, *February 1, 2017*, the monthly rent for the room you currently occupy, which is located at, *6859 Fresno Street, Oakland, CA*, will be increased to *\$660.00* per month. This rental payment is due on or before the 7th day of each month.

If you wish to continue your tenancy, the new monthly rental payment of \$660.00 is required. Please be advised that on February 1, 2017 a utility fee of \$75.00 per month will also be required and the late payment fee is increased to \$30.00 for all payments made after the 7th day of each month. All other terms of your original rental agreement remain in effect.

Please sign the Notice below, indicating your agreement and continued tenancy or indicating your disagreement and subsequent termination of tenancy.

Thank you. We appreciate your continued tenancy.

Sincerely,

William Page

Landlord's Signature: *W Page*

Date: *12/30/2016*

- Agree
- Disagree

Tenant's Signature: _____

Date: _____

ATTACHMENT
TO TENANT RESPONSE
TO LANDLORD'S PETITION FOR CERTIFICATE OF EXEMPTION

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

Substantively, Tenant believes Landlord waived his rights to be exempt from Oakland Rent Control, because Landlord intentionally and actively converted the house from a Single Family Residence (SFR) to a boarding house by his own actions and forever waived the exemption.

Also, Tenant believes Landlord waived his rights when he failed to timely seek a Certificate of Exemption over a twenty (20) period of co-ownership when the Landlord knew the house had been rented by his father prior to him inheriting it.

Prior to April 2014 when I executed a rental agreement with Landlord and after May 2014 when I moved in, the Landlord repeated on numerous occasions that he would have all three (3) units occupied. I even initiated moving some of the junk from the room adjacent to me consistent with that goal, since I was constantly donating personal items to Goodwill's, recycling centers and the like.

When I moved into the property, Francisco Jimenez was the only tenant. In December, unbeknownst to me, Landlord surreptitiously moved Larry Davis, into the room adjacent to me. Davis continues to reside on the property. Once Davis moved in, the landlord was running a boarding house and was no longer eligible for a SFR exemption from Oakland Rent Control laws.

In December 2014, landlord lost his rights to be exempt from Oakland rent control, because he was running a boarding house with three (3) paying tenants. My interpretation of the O.M.C. is the landlord forfeits the exemption when two or more units are occupied and he resides in the third unit on the property. Starting in December 2014, three units were occupied and the landlord resided in the fourth unit.

Francisco moved out in September 2015 or thereabouts. In January 2016, landlord moved another individual into Francisco's former room stating she was visiting for a week or two. I only know her first name is Maya. One week turned into two weeks, two weeks turned into eight (8) months that she occupied the unit until August 2016.

While Landlord will assert that she was not a tenant, California law is very clear when an individual residing on a property beyond a certain period becomes a tenant. I made this known to Landlord after Maya's conduct manifested itself as a tenant with rights and not a guest in her actions in the house. Landlord will assert she was not a paying tenant, but California law does not require the individual pay rent to vest tenant rights and Landlord discriminated against me and for her rights over my rights as a tenant. Lack of monetary payment does not wipe away the tenant rights nor erase the landlord duties. Therefore, the conversion of the property to a boarding house continued during Maya's tenancy.

As late as 10/2/16, when the landlord finally put something in writing stating he would finally be making improvements to a lovely house which had deferred maintenance for almost 20 years, he had the intent to rent out the first floor unit again, thus having four (4) units fully occupied.

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CITY OF OAKLAND

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

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX:(510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD:(510) 238-3254

www.oaklandnet.com

NOTICE OF VIOLATION

April 6, 2017

Certified and Regular mail

To: PAGE WILLIAM JR & MADISON WENDY
6859 FRESNO ST
OAKLAND CA 94605

Code Enforcement Case No.: 1700443
Property: 6859 FRESNO ST
Parcel Number: 039- -3303-007-00
Re-inspection Date:6/5/17

Code Enforcement Services inspected your property on 3/14/17 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) marked 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.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
Yes	Blighted property with overgrown vegetation, trash and debris and unapproved open storage. Remove blighted conditions.	All 4 sides of the property.	8.24.020 D 1, 10
	Building Maintenance (Code)		
Yes	Water intrusion on the ceiling and walls of the 2 nd story bathroom. Repair / paint wall and ceiling in the bathroom.	2 nd floor bathroom.	15.08.230 O 15.08.140

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 Robert Walker, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-4773 and by email at rwalker@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.

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within 30 days of the date of this notice, you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

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

Administrative Hearing Fees

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

Fees include 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Sincerely,

Robert Walker

Planning and Building Department

Enclosures as applicable:

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

May, 2016

Scan to: Code Enforcement-Chronology-Abatement Activities

21

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