

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
PANEL MEETING
MARCH 5, 2020
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. APPEALS*
 - a) T19-0357, Martin v. Do
 - b) T19-0347, Chan v. Sequoia 592 LLC
5. ADJOURNMENT

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

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

會場有適合輪椅出入設施。需要殘障輔助設施，手語，西班牙語，粵語或國語翻譯服務，請在會議前五個工作天電郵 sshannon@oaklandnet.com

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

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.: T19-0357
Case Name: Martin v. Dang & Do
Property Address: 211 Hanover Ave., #5, Oakland, CA
Parties: David Martin (Tenant)
Tiep Dang (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 18, 2019
Owner Response filed	October 7, 2019
Administrative Decision mailed	December 16, 2019
Tenant Appeal filed	December 30, 2019
Owner filed response to Tenant Appeal	January 21, 2020

T19-0357 KM/EL

RECEIVED

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp JUL 18 2019 RENT ADJUSTMENT PROGRAM OAKLAND TENANT PETITION
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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.

Please print legibly

Your Name David C. Martin	Rental Address (with zip code) 211 Hanover Ave #5 Oakland CA 94606	Telephone: E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Dang & Do	Mailing Address (with zip code) PO Box 16178 Oakland CA 94606	Telephone: Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 8

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

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

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

<input 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 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: July 5, 2005 Initial Rent: \$ 1600.00 /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: July 5, 2005. 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		
April 23, 2019	June 7, 2019	\$1813.88	\$ 1993.45	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T15-0062;T15-0094;T15-0106;T15-0162;T16-0393;T18-0370

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

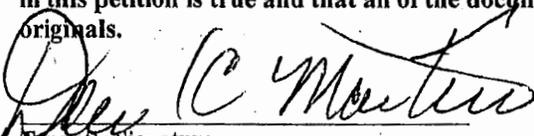
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

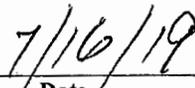
Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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


Tenant's Signature


Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; For more information, please call: (510) 238-3721.

File Review

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

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

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

David C Martin

Petition for Rent Adjustment

On November 1, 201~~3~~⁴ at 5:00 pm my unit sustained substantial damage rendering the unit uninhabitable until January 2015. As such I do not believe that a rent increase using accrual amounts from 2013 and 2014 should be used in the basis of the rent increase.

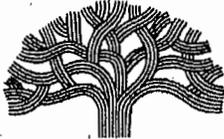
David Martin

000008

KM/EL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2018 OCT -7 AM 11:28
Pop date stamp.

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	<u>PROPERTY OWNER</u> <u>RESPONSE</u>
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T19-0357 KM/EL

Your Name Khiem Do Tiep Dang	Complete Address (with zip code) P.O. Box 16178 Oakland, CA. 94610	Telephone: 2- - - - - Email: - - - - -
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) David Martin	Complete Address (with zip code) 211 Hanover Ave, Apt # 5 Oakland, CA. 94606	
Property Address (If the property has more than one address, list all addresses) 211 Hanover Ave, Oakland CA. 94606 1914 Lakeshore Ave, Oakland CA. 94606	Total number of units on property 10	

Have you paid for your Oakland Business License? Yes No Lic. Number: 00038737
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: 00038738
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: 2/5/2003

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

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

000009

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>
6/7/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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 7/5/2005

The tenant's initial rent including all services provided was: \$ 1600⁰⁰ / 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? 7/1/2005

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>	
4/23/2019	6/7/2019	\$ 1813.88	\$ 1993.45	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4/23/2018	6/7/2018	\$ 1696.80	\$ 1813.88	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5/1/2017	6/7/2017	\$ 1600.75*	\$ 1696.80	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/18/2012	3/1/2012	\$ 1600.00	\$ 1685.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

* 5% reduction per RAP# T15-0162

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.

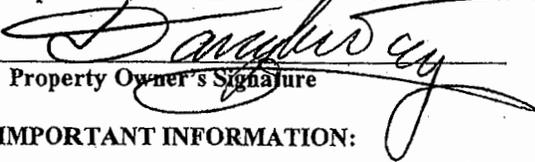
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

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

Oct. 7, 2019
Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, 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

Response to Mr. Martin's Petition (T19-0357)

211 Hanover Ave. Apt#5 Oakland, CA. 94606

Mr. Martin filed the petition (T19-0357) on the following grounds:

(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.

Response: The increase was per guidelines including banking; copy of Notice to Change Terms of Tenancy for rent increase is attached as Exhibit A.

As stated in the notice, the increase included deferred CPI increases that were not imposed or were not imposed in full; they are: 2% from 2.1% of 2013, 1.9% of 2014, 1.7% of 2015, 2% of 2016 and 2.3% of 2017.

(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.

Response: This increase included the deferred annual CPI increases in as stated above. The total percentage for the increase was 9.9%, which is below the limit of 10% and less than 3 times the current CPI for 2018 of 3.4%.

Prior to this petition, Mr. Martin has filed the following petitions: T18-0370, T17-0446, T16-0393, T15-0587, T15-0162, T15-0106, T15-0094, T15-0062.

000013

EXHIBIT **A**

NOTICE TO CHANGE TERMS OF TENANCY

To: Mr. David Martin
211 Hanover Ave, Apt #5
Oakland, CA. 94606

April 23, 2019

You're hereby notified that the terms of tenancy under which you occupy the above-described premises is to be changed.

Effective June 7, 2019, your monthly rent payment will be **\$1,993.45 ***.

The adjustment is based on the current monthly rent payment of \$1,813.88 * and 9.9% banking from 2013 (2% of 2.1%), 2014 (1.9%), 2015 (1.7%), 2016 (2%), and 2017 (2.3%).

The rent increase is 9.9% or a total amount of \$179.57 per month.

The adjustment is per following:

Current rent payment:	\$1,813.88 *
Rent increase (9.9%):	\$179.57

New rent payment	\$ 1,993.45 * per month

The banking limit this year is 10% (3X current CPI of 3.4%, and not more than 10%).

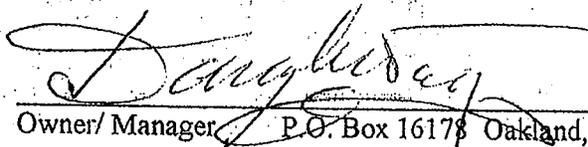
As a reminder, the City of Oakland has a Residential Rent Adjustment Program ("RAP"), which sets forth certain guidelines for annual rent increases for rentals within the city (<https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases>).

Should you have any questions about the propriety of the subject rent increase, please don't hesitate to contact us for information about the allowed increase governed by Oakland Municipal Code Section 8.22. While this information was provided to you previously, we have attached a duplicate copy of the ordinance summary herewith for your reference, as page 2/2. The information is also available online

(<https://cao-94612.s3.amazonaws.com/documents/oak062835.pdf>).

It is the express intention that the balance of any allowed rent increases under the Ordinance are banked under provisions of the "RAP" and can be added to any future increases and transferred to any future property owners. To date, the remaining accrual banking includes:

3.40 % remaining for 2018



Owner/ Manager P.O. Box 16178 Oakland, CA. 94610
(510) 207-6106

The Owner/ Manager served this Notice in the following manner (check one)

- by personal delivery to the premise
- by mailing

* Rent payment reflects 5% rent reduction from the base rent per RAP #T15-0162.

page 1/2

000014

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

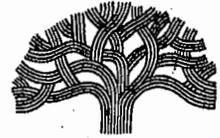
TENANTS' SMOKING POLICY DISCLOSURE

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

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

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

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0357 Martin v. Dang

PROPERTY ADDRESS: 211 Hanover Avenue, Unit 5
Oakland, CA

PARTIES: David Martin, Tenant
Tiep Dang, Owner

SUMMARY OF DECISION

The Tenant's petition is dismissed.

INTRODUCTION

Reason for Administrative decision: An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

On July 18, 2019, the tenant filed a petition. The petition alleged that the notice of rent increase, effective June 7, 2019, increasing the rent from \$1813.88 to \$1,993.45, violated the Oakland Rent Adjustment Ordinance. The tenant's petition indicated a prior petition was filed regarding the subject unit.

The Hearing Decision issued in the prior petition, T17-0446, was issued on July 20, 2018, and was affirmed by the Board on Appeal on April 11, 2019. Official notice is taken of T17-0446. The Hearing Decision set the base rent at \$1,781.05, less ongoing decreased housing services as set forth in T15-0062, in the amount of \$84.25.

000016

The Administrative Decision issued in a prior petition, T18-0370, was issued on May 2, 2019, and was not appealed. The Hearing Decision is now final. Official notice is taken of T18-0370. The Administrative Decision set the base rent at \$1,843.00, less ongoing decreased housing services as set forth in T15-0062, in the amount of \$84.25.

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.¹ The total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase Notice.²

The Rent Ordinance allows a tenant to contest any rent increase, which exceeds the CPI Rent Adjustment.³ **The owner's timely filed response indicated banking as a justification for the current rent increase.** The allowable rent increase effective July 1, 2018, is 3.4%. The maximum banking allowed, effective July 1, 2018, is 10%. Accordingly, the maximum banked increase allowable on the current rent is \$184.30.

The maximum rent ceiling on the subject unit is \$2,027.30, less ongoing decreased housing services as set forth in T15-0062, in the amount of \$84.25, or \$1,993.45. The rent increase served on the tenant, which is being contested, was for \$1,993.45 and, therefore, is the allowable banked maximum. Accordingly, the tenant's petition is dismissed.

ORDER

1. Petition T18-0357 is dismissed.
2. The rent increase is valid and justified by banking.

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

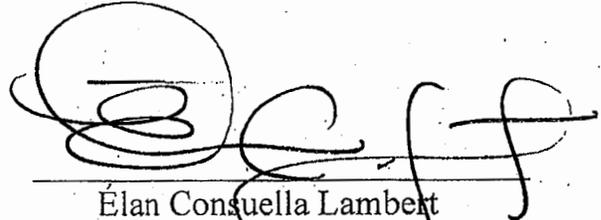
¹ O.M.C. Section 8.22.070(B)

² Regulations, Appendix A, Section 10.5

³ O.M.C. Section 8.22.070(B)

Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: December 16, 2019

A handwritten signature in black ink, appearing to read 'Elan Consuella Lambert', written over a horizontal line.

Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

000018

PROOF OF SERVICE
Case Number T19-0357

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

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

Documents Included

Administrative Decision

Owner

Khiem Do
P.O. Box 16178
Oakland, CA 94610

Owner

Tiep Dang
P.O. Box 16178
Oakland, CA 94610

Tenant

David C Martin
211 Hanover Avenue Unit 5
Oakland, CA 94608

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 16, 2019** in Oakland, CA.



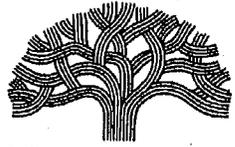
Raven Smith

Oakland Rent Adjustment Program

000019

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

7411E

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2019 DEC 30 AM 9:55
	APPEAL	

Appellant's Name		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
DAVID MARTIN			
Property Address (Include Unit Number)			
211 HANOVER AVE #5		94606	
OAKLAND CA.			
Appellant's Mailing Address (For receipt of notices)		Case Number	
211 HANOVER AVE #5		719-0357	
		Date of Decision appealed	
		12/16/19	
Name of Representative (if any)		Representative's Mailing Address (For notices)	
SELF		N/A	

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

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

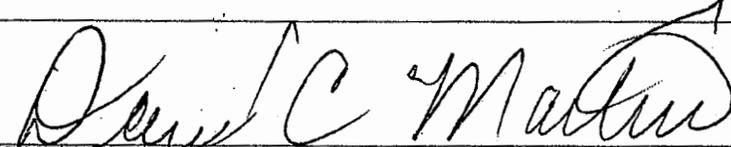
For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 12/30, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	DANG & DO
Address	PO BOX 16178
City, State Zip	OAKLAND CA 94606 94610
Name	
Address	
City, State Zip	

	<u>12/30/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Petition for Appeal

T19-0357

I am appealing the Administrative Decision dated December 16, 2019 based on the following:

1) There is a math clerical error in the original petition.

- a. The original petition stated that on "November 1, 2018...." The petition should have read "November 1, 2014". As in aside the "ORDER" in the Administrative decision indicates that T18-0357 is dismissed. This is a clerical error. That being said is my original petition still valid?

2) Appealing the decision for one of the grounds below

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

- i. Given an opportunity to present my claim I would show that I was evicted from the unit for a period of over 1 year whilst the landlord was performing repairs due to a fire in another unit.

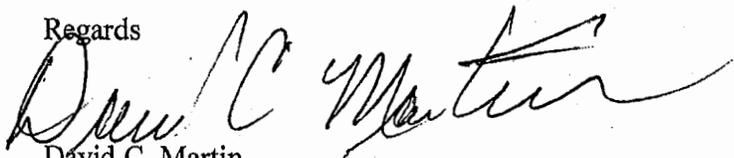
b. The decision violates federal, state or local law.

- i. Banking is a function of the lease; the lease is a contract. I was evicted as the unit was uninhabitable as stated above. Thus because I was evicted, the contract or the lease for the time period until I moved back in 2016 is unenforceable because I wasn't enjoying my tenancy. In that I was evicted, and was not paying rent, there was no contract hence no lease, hence the landlord should not be able to accrue banking for a contract or lease which was not enforce nor could be enforced.

I am hereby requesting that my appeal be heard either by the hearing officer or the Rent Board, please let me know the new proposed date as I believe that the proposed date of a hearing for January 27, 2020 10:00 am as indicated by your September 25, 2019 NOTICE OF SETTLEMENT CONFERENCE AND HEARING has been vacated by the Administrative Decision dated December 16, 2019.

Please let me know if you have any further question at

Regards



David C. Martin
211 Hanover Ave. #5

000022

2020 JAN 21 AM 10:39

Response to Mr. Martin's Appeal (T19-0357)

KM/EL

Mr. Martin appealed the decision based on the following:

1. "The decision violates federal, state and local law".

Response: The rent increase effective June 7, 2019 followed local and state laws. Oakland Rent Control permits rent increase based on CPI and banking. The detail is included in our response to the petition T19-0357.

According to the new Assembly Bill No. 1482 that became effective January 1, 2020, the applicable increase needs to be readjusted for January 2020. We sent Mr. Martin a letter in mid-December to inform him of the adjustment, and have attached a following copy.

2. "I was denied sufficient opportunity to present my claim or respond to the petitioner's claim".

Response: Mr. Martin did not provide any information in his original claim. In his appeal, he wrote a note mentioning about the apartment fire and the fire repair.

In fact, a fire occurred on November 1, 2013. Due to its damages and required repairs, Mr. Martin vacated the apartment between 11/18/2013 - 12/3/2014. During this time, there was no rental payment.

As stated above, the rent increase reflected CPI only; changes in the CPI are changes associated with the cost of living regardless of occupancy.

To: Mr. David Martin
211 Hanover Ave, Apt #5
Oakland, CA. 94606

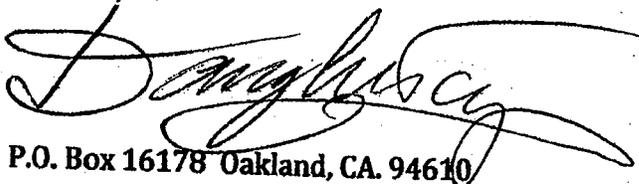
December 14, 2019

According to the Assembly Bill No. 1482, approved by the Governor on October 8, 2019, your applicable rent on January 1, 2020 shall be \$1977.13:

Your rent as of March 2019:	\$1813.88 *
Applicable Increase Percentage:	9% **
Applicable Increase Amount:	\$ 163.25
Your rent as of January 2020:	\$ 1977.13 ***

Let us know if you have any question.

Best,



P.O. Box 16178 Oakland, CA. 94610

(510) 207-6106

(*) Rent payment reflects 5% rent reduction from the base rent per RAP #T15-0162.

(**) "This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower..."

The annual percentage change in the cost of living per US Bureau of Labor Statistics – SF Bay Area as of April 2019 is 4%. Therefore, the allowable increase percentage is 9%.

(***) "The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment."

000024

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, 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 Floor, 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. If the increase is approved and you did not pay the increase, 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. 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.)
- The owner ___ is ___ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

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)

此份呈請(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.

CHRONOLOGICAL CASE REPORT

Case No.: T19-0347
Case Name: Chan v. Sequoia 592 LLC
Property Address: 592 Jean Street, Apt #104, Oakland, CA
Parties: Caitlin Chan (Tenant)
Sequoia 592 LLC (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 10, 2019
No Owner Response filed	-----
Administrative Decision mailed	December 16, 2019
Tenant Appeal filed	January 2, 2020
Tenant Narrative Filed	January 29, 2020

000026

T19-0347 RE/EL

City of Oakland Rent Adjustment Program
Tenant Petition

RECEIVED
JUL 10 2019
RENT ADJUSTMENT PROGRAM
OAKLAND

Case Petition: 10595
Property Address 592 JEAN ST

Party	Name	Address	Mailing Address
Tenant	Caitlin Sheaulin Chan	592 Jean Street Apt 104 Oakland, CA 94610	
Owner	Sequoia 592 LLC	6355 Telegraph Avenue Suite 101 Oakland, CA 94609	

Rental Property Information

Number of Units	1
Type of unit you rent	Apartment, Room or Live-work
Are you current on your rent?	Yes

Grounds for Petition

Decrease in Services

Rental History

When did you move into the unit?	5/6/2012
Initial monthly rent	1095
When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?	5/1/2013
Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program?	Yes
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	Yes
Have you ever filed a petition for your rental unit?	No

Rent increases that you want to challenge.

Did you receive a RAP Notice with the notice of rent increase?	Date RAP notice served	Date increase goes into effect	Monthly Rent Increase From	Monthly Rent Increase To	Are you contesting this increase in this petition?
Yes	11/26/2018	1/1/2019	1217.23	1245.23	No

Description of Decreased or Inadequate Housing Services

City of Oakland

1/2

City of Oakland Rent Adjustment Program

Tenant Petition

Case Petition: 10595

Property Address 592 JEAN ST

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? No

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

Are you claiming any serious problem(s) with the condition of your rental unit? No

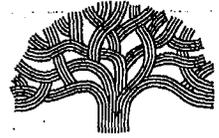
Loss of Service

Date Loss Began	Date Owner Was Notified of Loss	Estimated Loss	Reduced Service Description
6/2/2019	6/2/2019		Refusal to allow a roommate replacement

Mediation

Mediation Requested Yes

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0347, Chan v. Sequoia 592 LLC

PROPERTY ADDRESS: 592 Jean Street, Unit 104
Oakland, CA

PARTIES: Caitlin Chan, Tenant

SUMMARY OF DECISION

The Tenant's petition is dismissed.

INTRODUCTION

Reason for Administrative decision: An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

On July 10, 2019, the tenant filed a petition alleged decreased housing services. The tenant's petition states under penalty of perjury that their rent is subsidized or controlled by a government agency, including HUD.

Exemption from the Rent Ordinance: The Oakland Rent Ordinance¹ states:

A. . . The following dwelling units are not Covered Units² for the purposes of this Chapter 8.22: . . . 1. Dwelling units whose rents are controlled, regulated (other

¹ O.M.C. Section 8.22.030

² A "Covered Unit" is a rental unit that is not exempt from the Rent Ordinance (O.M.C. Section 8.22.020).

000030

than by this Chapter), or subsidized by any governmental unit, agency, or authority.

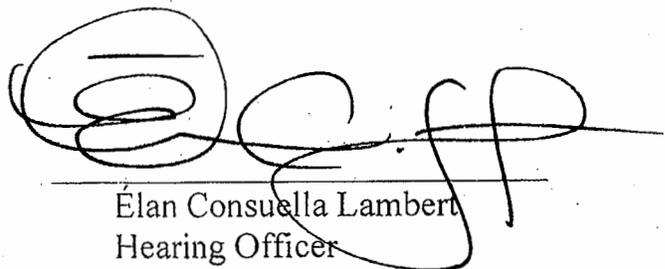
The petition admits that the rent for the subject unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority. Therefore, the subject unit is exempt from the Rent Adjustment Ordinance, and the Rent Adjustment Program has no jurisdiction over the subject unit. Therefore, the tenant's petition is dismissed.

ORDER

1. Petition T19-0347 is dismissed.
2. The hearing on January 22, 2020, is canceled.

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

Dated: December 16, 2019


Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

000031

PROOF OF SERVICE

Case Number T19-0347

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

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

Documents Included

Administrative Decision

Owner

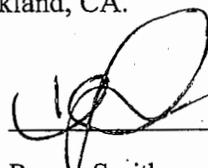
Sequoia 592 LLC
6355 Telegraph Avenue Suite 101
Oakland, CA 94609

Tenant

Caitlin Sheaulin Chan
592 Jean Street Apt 104
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 16, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000032

RC/EL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

20
2019 JAN 2 AM 10:59

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

Appellant's Name Caitlin Chan		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 592 Jean St, Apt 104, Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) 592 Jean St, Apt 104 Oakland, CA 94610		Case Number 119-0347, Chan v Sequoia 592 LLC	
		Date of Decision appealed Dec 16, 2019	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

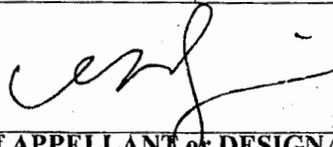
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 4.

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

I declare under penalty of perjury under the laws of the State of California that on Dec 26, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows: (I have proof of postage)

Name	Sequoia 592 LLC c/o Bishwendu K Paul
Address	6355 Telegraph Ave, Suite 101
City, State Zip	Oakland, CA 94609
Name	
Address	
City, State Zip	

	12/26/19
---	----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

12/26/19

Chan v. Sequoia Case # T19-0347

To Whom It May Concern,

My name is Caitlin Chan and I am the tenant in the case T19-0347 Chan v. Sequoia 592 LLC. I am appealing the administrative decision made on December 16, 2019, to dismiss my petition and cancel my hearing. I believe that I made a mistake in filing my original petition. I misunderstood the form, and checked the box that my unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority. This is incorrect. I do not have Section 8 or use HUD or anything that would disqualify me from the jurisdiction of the Oakland Rent Adjustment Ordinance and the Rent Adjustment Program. **My unit is covered under the Oakland Rent Adjustment Ordinance.**

I checked the box believing that it meant that I am covered under the Oakland Rent Adjustment Program. I am attaching the most recent documents I have which note that I am covered by the Rent Adjustment Program. I ask that my petition be reinstated and that I be offered a new hearing to present my case.

Sincerely,

Caitlin Chan

000036

SEQUOIA 592 LLC
6355 TELEGRAPH AVENUE, SUITE 101
OAKLAND, CA 94609
TEL: 510-528-1085

November 18, 2019

Gailin Chan
692 Jean Street #104
Oakland, CA 94610

RE: Notice of Change of Terms of Tenancy - Rent Adjustment

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice of [REDACTED] which ever is later, your tenancy on the premises will be changed as follows:

1. The monthly rent which is payable in advance on or before the 1st day of each month, will be sum of \$2,437.50, instead of \$1,245.26, the current monthly rent.
2. This rent increase is within "Allowable Annual Rent Increase" permissible by The Oakland Rent Adjustment Ordinance (O. M. C. 8.22.07.0) and Rent Adjustment Program Regulations of the City of Oakland. A copy of the Banking form and Rent Board Notice are included for your information.
3. Except as herein provided, all other terms and conditions of your tenancy shall remain in full force and effect.
4. As required by law, you are notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Respectfully,


Paul Mandan
Sequoia 592 LLC

Just a reminder that you may drop off the rent check in a mail box on the wall of the laundry room or can be mailed to:

Sequoia 592 LLC
Paul Mandan
6355 Telegraph Avenue, Suite 101
Oakland, CA 94609

B. K. PAUL
6355 TELEGRAPH AVENUE, SUITE 101
OAKLAND, CA 94609
TEL: 510-928-1065 E-MAIL: [REDACTED]

November 14, 2019

592 Jean Street #
Oakland, CA 94610

RE: City of Oakland Annual Rent Program Service Fee

Registries Pay 6840000 @ 6840000

Dear Resident,

Effective January 1, 2020 City of Oakland rent program service fee is \$68.00/unit which is half (1/2) of the said fee would be charged to each tenant.

This notice is provided you to pay \$34.00 to location 592 Jean St and can be paid by a separate check or may be added to January 2020 rent check.

Sincerely,


Bismwendu K. Paul, Manager
510-928-1065

CITY OF OAKLAND



PO 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) 238-8264

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. For more information on which units are covered, contact the RAP office.
- Starting on January 1, 2012, an owner must notify the RAP of any rent increase that is more than the annual general inflation rate ("GPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after receiving a notice that approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's notice. You do not have to file your own petition.
- Contesting a Rent Increase: You can file a petition with the RAP to contest any rent increase if the case is not resolved through a rent hearing. You must file a petition (1) within ninety (90) days of the notice of an increase or (2) by written notice provided to tenants by the owner with the notice of rent increase, or (3) within 20 days of the notice of rent increase if this notice to tenants was not given with the notice of rent increase. The notice must also have this notice to tenants at the beginning of your tenancy. You must file a petition within ninety (90) days of the date of receiving the Notice to Tenant. Information and the petition forms are available from the RAP office in office at the Housing Assistance Center, 250 Frankly, Opawa Plaza, 4th Floor, Oakland and at <http://www.oaklandca.gov/government/departments/housing/rent-adjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactively to the effective date of the increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for eviction and cover tenants. For more information contact the RAP office.
- Oakland charges owners a tax on their property for multiple year leases. If a landlord or owner is entitled to get half of the tax from you, the unit is subsidized unit and you must pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (TPO) (under Berkeley's San Francisco Ordinance) that requires landlords to provide insurance, which may include fire, theft, and liability insurance, to tenants. O.M.C. 8.22 (b)(3) (c) requires landlords to provide this insurance to tenants.
- The owner must file a petition to raise the annual rent to any amount more than the annual general inflation rate ("GPI increase") or allowed "banked" rent increases. The petition must be filed with the RAP office within ninety (90) days of the date of receiving the Notice to Tenant.

TENANTS' RIGHTS CONCERNING DISCREPANCY

Notwithstanding to whom the rent is paid, the tenant shall be entitled to receive a copy of the rent schedule and a copy of the building code. The tenant shall be entitled to receive a copy of the building code and a copy of the rent schedule. The tenant shall be entitled to receive a copy of the building code and a copy of the rent schedule.

Approved by the Board of Housing and Community Development (City of Oakland)

City of Oakland, California (U.S.)

La Notificación del Programa de Ajuste de Rentas Residencial está disponible en español. Si desea una copia, llame al (510) 238-3721.

Chan v. Sequoia Case # T19-0347

2020 JAN 29 PM 1:02

REFER 1/29/20

To Whom It May Concern,

My name is Caitlin Chan. I have been a tenant in unit 104 at 592 Jean St, Oakland, CA 94610 since May 12, 2012. I am petitioning the rent board for a rent reduction based on a decrease in housing services because the landlord is changing the terms of my lease. My original lease allowed two tenants and he is not allowing me to replace the departed tenant.

I originally entered a lease agreement for my current unit in 2012 with a co-tenant (see Figure 1. Lease Agreement). In 2013, and again in 2015, I got new replacement roommates, who were signed to the lease via addendum. (see Figure 2. Lease Addendums).

In 2016, my building was bought by the current owner, Sequoia 592 LLC. In 2017, my co-tenant moved out of the unit, and I lived alone for the following two years.

In June 2019, I reached out to Bishwendu "BK" Paul, property manager and owner of Sequoia 592 LLC, to notify him that I intended to search for a roommate replacement (Figure 3. First roommate request – June 2, 2019).

BK responded with a denial (Figure 4. Response to first roommate request – June 4, 2019). His response was legally inaccurate. He claimed that by living alone, I had "established single occupancy". In addition, he also responded on the same day with a demand for me to pay for pest control (Figure 5. Pest control notice – received June 4, 2019), which had occurred back in February. This demand appeared retaliatory for the following reasons:

1. The claims in his letter about my travel causing the infestation were untrue and unsupported by the pest company's assessment. (Figure 6 – Pest control receipt of services – February 21, 2019) The pest company did not inspect the building outside of my unit, and the employee I spoke with said that there was no way to know how the pests had gotten into the unit.
2. BK had agreed to pay for the services when they were received.

Nonetheless, I was frightened by the threatening tone and paid the requested amount (Figure 7. Payment for pest control – June 4, 2019)

I was confused by BK's denial, since it seemed legally incorrect, and responded to him seeking clarification. (Figure 8. Second roommate request – June 4, 2019). He responded again with a denial, and a threat to have me sign a new lease (Figure 9. Response to second roommate request – June 4, 2019).

At this point, I sought legal counsel. I was informed that I have a legal right to a roommate in my unit on two counts:

1. I signed the original lease with a co-tenant, so a material term of the original lease is an occupancy of two people.
2. The Oakland Rent Ordinance 8.22.360(A)(2) states that "...notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord."

000040

Informed of my rights, I found a roommate and he gave his application to me. I mailed the roommate application, application fee, and a formal letter of request to Sequoia 592 LLC via certified mail (Figure 10. App, app fee, my letter, Certified mail receipt – June 25, 2019). On July 1, 2019, I sent these same documents to BK via email. (Figure 11. Roommate application materials emailed) On July 2, 2019, he responded, and again denied me a roommate under the same false claims. (Figure 12. Response to roommate application)

At this point, I filed my petition with the rent board. On July 10, 2019, I emailed BK to inform him that I had submitted a petition to the rent board. I told him that I would be willing to withdraw the petition if he allowed me a roommate. (Figure 13. Notice of Petition) On the same day, BK called me and left me a voice message asking me to call him back (Figure 14. Voicemail). He also sent an email asking to call him (Figure 15. Response to Petition). On July 12, 2019, I responded by email that we should maintain our conversation via email rather than phone (Figure 16. Response to Request for Call). He did not respond to me. On July 16, 2019, I emailed BK offering to withdraw the petition if he recognized my legal right to a roommate (Figure 17. Offer to withdraw petition). He did not respond to me again.

I honestly did not expect that I would continually be denied a roommate, given my understanding of the law and what I had been told by legal counsel. Because I was denied my legal right to a roommate, the potential roommate was forced to find last minute housing elsewhere. I was concerned that he would end up homeless, and gave him \$622.50 dollars, which I felt was fair in a difficult and stressful situation. (Figure 18. – Check to Jawn)

The log I have maintained of our communications from this time clearly show my attempts to assert my legal rights, and management's continual denial of these rights. Furthermore, additional events have occurred since the submission of my petition that have been alarming in nature.

1. On September 20, 2019, while I was in my apartment, my unit was broken into by one of the contractors hired by BK to work on the building. The contractors brushed off the incident as a mistake, but I was deeply shaken about my safety and privacy. Concerned and suspicious about this incident, I emailed BK the details of the incident (Figure 19. Break-In Email to BK). I received no response from him. I also informed the other tenants in the building, who felt alarmed by the issue of security in the building and the lack of response from management. The tenants collectively submitted a letter to BK (Figure 20. – Tenants' letter about building security – September 24, 2019), which also received no response. The lack of response only increased my fear for my safety, and I filed a police report (Figure 21. Police Report – September 24, 2019).
2. On November 21, 2019, I received a standard notice of a rent increase. Along with this rent increase, I received the money order from the roommate application that had been submitted on June 25, 2019 (Figure 22. Returned Roommate Application Fee). There was no communication explaining why the money order had been returned.

Taken as a whole, the evidence I am providing shows a disregard for legality in the actions of BK Paul and the employees and contractors of Sequoia 592 LLC. Besides a loss in safety, privacy, and resources this has caused me, it also shows a clear change in the terms of my lease. I ask the Rent Board to affirm my loss of occupancy, and decrease my rent accordingly.

Sincerely,

Caitlin Chan

DOCUMENTS REFERENCED ARE ATTACHED IN ORDER. (15 pages of documents referenced)

000041

Reference Documents

Figure 1. Original Lease Agreement First Page

LEASE AGREEMENT

THIS AGREEMENT is made, entered into this 6 day of May, 2012 between William M. Gagnon Owner/Agent and Callan Chan & Lisa Wainwright Resident.

Number and Address of Premises: 807 Grand Street Oakland, CA 94610

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL UNIT: Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, Unit # (if applicable) 104. The premises located at 807 Grand St, Oakland, CA 94610.

2. RENT: Rent is due in advance on the 1 day of each and every month, at \$1025.00 per month, beginning on 5th day of May, 2012. Rent is payable to Owner/Agent at 807 Grand St Oakland CA 94610.

3. SECURITY DEPOSIT: Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$1,000.00 prior to taking possession of the unit or no later than 5/12 (check one). Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent;
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear; and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy; and/or
- (d) to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear.

California Apartment Association Approved Form
www.caaapart.org
Form 2.1 - Revised 1/12 - ©2012 - All Rights Reserved
Page 1 of 2

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5/12 - 5/31/12 = 2930.00
5.00000 + = 2.00000

Figures 2. Lease Addendums (2 total)

ADDENDUM

This document is an addendum to a part of the Rental Lease Agreement, dated 05/20/12, between [Landlord Name] and [Tenant Name].

Property located at: [Address], [City], [State], [Zip]

Unit # (if applicable): [Unit #]

New provision(s):

The lease entered into on the 6th day of May, 2012 between Caitlin Chan and/or Lisa Westworth (Tenant(s)) with William M. Gardner (Owner/Landlord) for the premises located at 582 Jean St. Unit #04, Oakland, CA 94612 will be amended by the following:

- 1.) Lisa Westworth, DOB 07-18-1982 will move out effective 5/22/2013 and will be held responsible for the above mentioned Lease Agreement as a tenant and leaseholder.
- 2.) Rennie M. Burke, DOB 02-17-1986 will move in effective 5/13/2013 and agrees to all the terms and conditions of the original lease agreement entered between Caitlin Chan and/or Lisa Westworth/tenant with William M. Gardner (Owner/Landlord) on 05/06/12.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Date: 05/29/13
Resident: Caitlin Chan
Date: 05/28/13
Resident: Rennie M. Burke
Date: 05/28/13
Resident: William M. Gardner

California Real Estate Association Approved Form
Form 224 - Revised 1/11 - 2011 - All Rights Reserved
Page 1 of 1

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ADDENDUM

This document is an addendum to a part of the Rental Lease Agreement, dated 05/20/12, between [Landlord Name] and [Tenant Name].

Property located at: [Address], [City], [State], [Zip]

Unit # (if applicable): [Unit #]

New provision(s):

The lease entered into on the 6th day of May, 2012 between Caitlin Chan and/or Lisa Westworth (tenant(s)) with William M. Gardner (owner/landlord) for the premises located at 582 Jean Street Unit #104, Oakland, CA 94612 will be amended again by the following:

- 1.) Lisa Westworth, DOB 07-18-1982 was removed from the lease 5/22/2013 as tenant and leaseholder. Replaced by Rennie M. Burke, DOB 02-17-1986 on 5/13/2013 and agrees to all the terms and conditions of the lease. Rennie M. Burke will now be removed from the lease effective 5/23/2013 and replaced by Nick Powers.
- 2.) Nick Powers, DOB: 02/06/1986 will move in effective 6/1/13 and agrees to all the terms and conditions of the original lease agreement entered between Caitlin Chan and/or Lisa Westworth (tenant(s)) with William M. Gardner (owner/landlord) on May 6, 2012.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Date: 05/30/13
Resident: Rennie M. Burke
Date: 05/16/13
Resident: Nick Powers
Date: 05/16/13
Resident: William M. Gardner

California Real Estate Association Approved Form
Form 224 - Revised 1/11 - 2011 - All Rights Reserved
Page 1 of 1

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Figure 3. First roommate request – June 2, 2019



C. C. <cailinse@gmail.com>

New roommate (Unit 104 Jean St)
1 message

Sun, Jun 2, 2019 at 3:24 PM

C. C. <c
To: BK F

Hi BK,

I'm in the process of looking for a roommate for my apartment, and I have a couple questions from people I'm interviewing.

1. What's the building policy for pets? I wasn't able to find details in my lease.
2. I don't currently have a parking space, but are there any available at this time?

Thanks for your help. I am planning to follow-up with you about the building application once I've found someone (probably to move-in later this summer).

Thanks,

Caitlin

Figure 4. Response to first roommate request – June 4, 2019

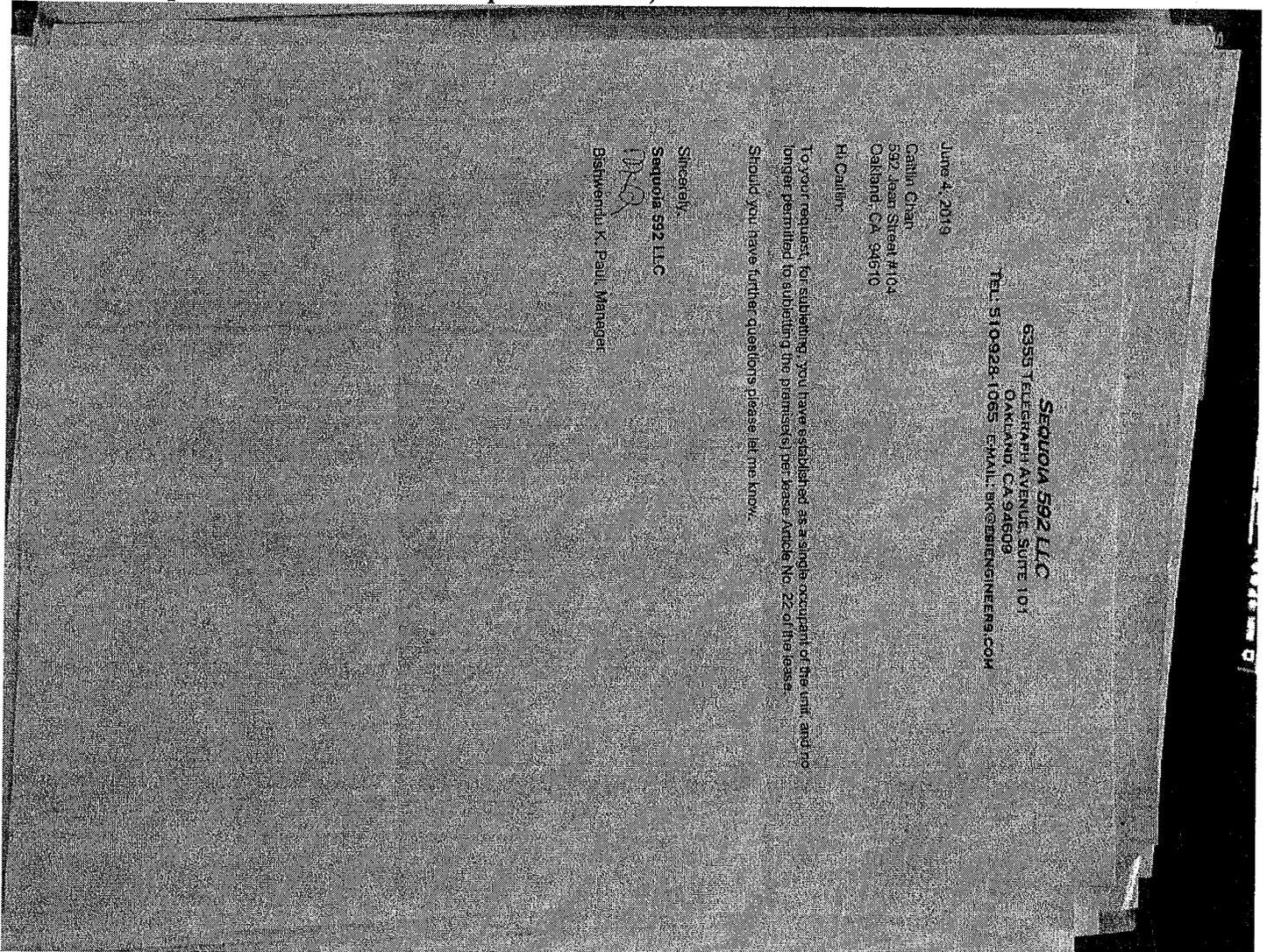


Figure 5. Pest control notice – received June 4, 2019

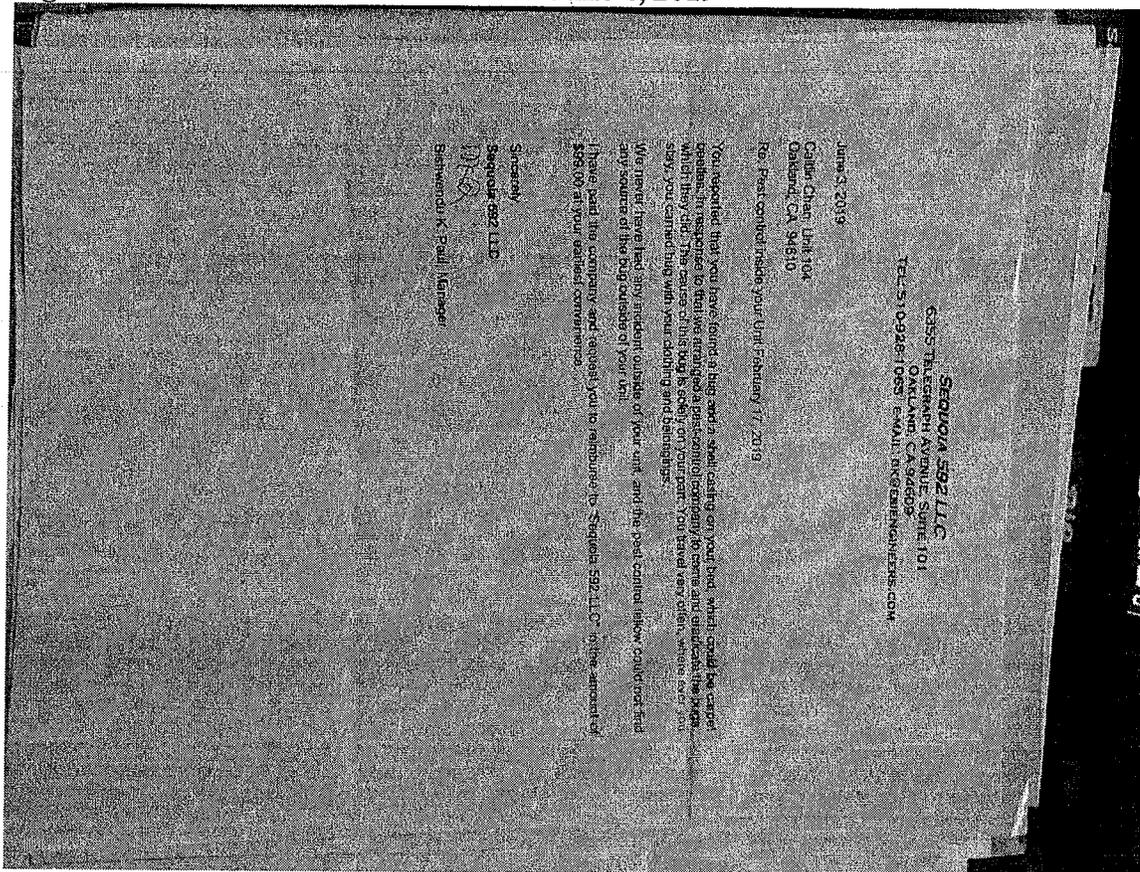


Figure 6. Pest control receipt of services – February 21, 2019

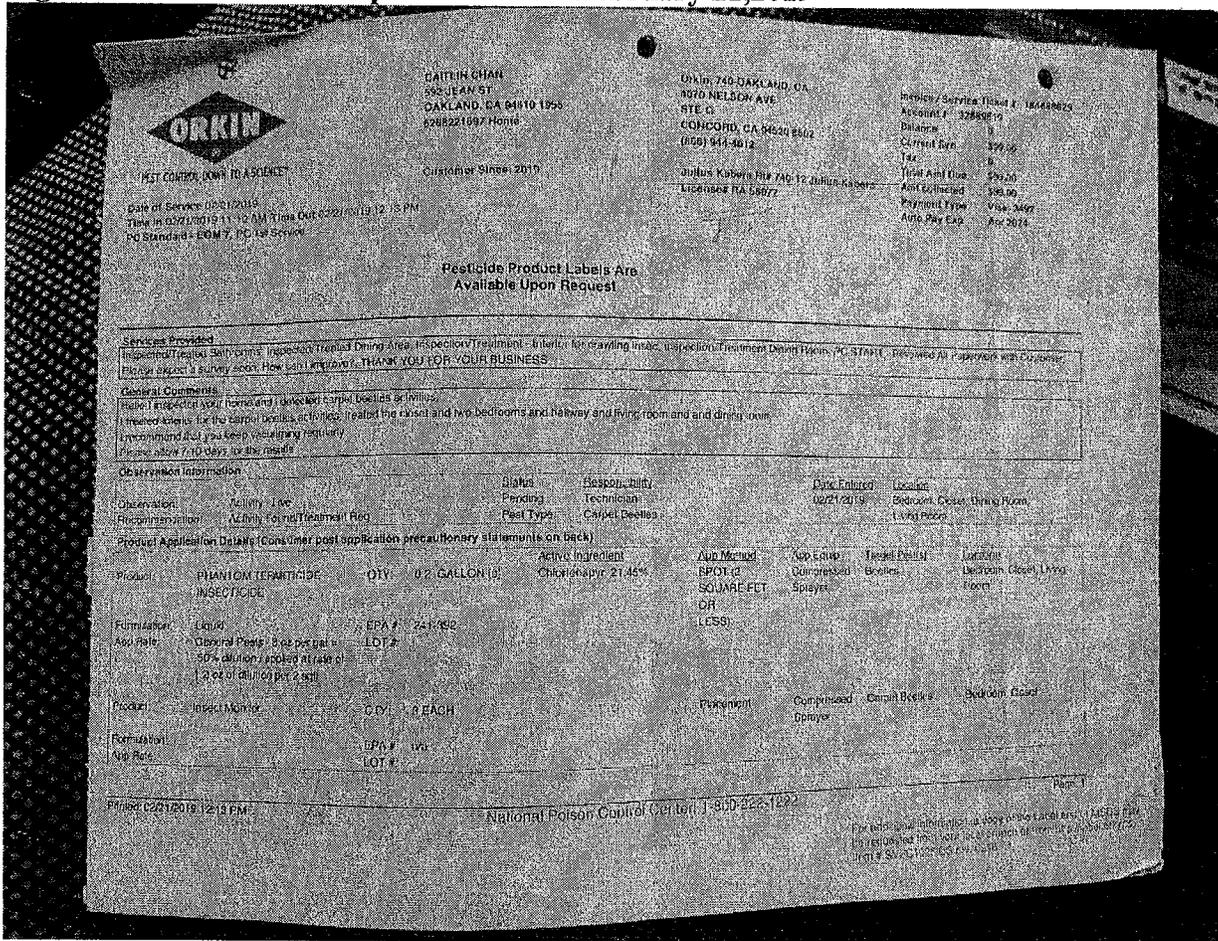


Figure 7. Payment for pest control – June 4, 2019

WELLS FARGO

Check Details

Check Number 210
Date Posted 06/18/19
Check Amount \$99.00

ENCOPY by Evahart

CAITLIN S CHAN
592 Jean St Apt 104
Oakland, CA 94610-1916

6/4/19 Date

210

Pay to the Order of Sequoia 592 LLC \$ 99.00
Ninety-nine dollars only Dollars

WELLS FARGO With Wells Fargo Bank, N.A. California wfblog.com

For Pest control

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Figure 8. Second roommate request – June 4, 2019



C. C. <caitlinsc@gmail.com>

Follow-up on notices

3 messages

C. C.
To: BK Paul <bk@e

Tue, Jun 4, 2019 at 12:27 PM

Hi BK,

I wanted to follow-up on the two notices you left at my apartment.

1. Where should I leave the payment for the pest control treatment? I can leave a check in the rent box, or add it to my July rent check. Let me know what works!

2. Article 22 in my lease does not permit subletting. However, I am not planning to sublet my apartment. The occupancy of my unit is restricted to the original co-tenants of my lease, which is myself and Lisa Wentworth. In each case of getting a new roommate, we had a one-to-one replacement of the original co-tenant (assignment of the lease), which is what I would like to do. This is my understanding based on my past interactions with the previous landlord (who made clear that subletting was not okay - roommates needed a direct lease agreement with him). Let me know if you have another view on this.

Thank you,

Caitlin

000046

Figure 9. Response to second roommate request – June 4, 2019



C. C. <caitlinc@gmail.com>

Follow-up on notices

Bishwendu K. Paul <bk@esiengineers.com>
To: "C. C."

Tue, Jun 4, 2019 at 2:34 PM

See below:

From: C. C. <caitlinc@gmail.com>
Sent: Tuesday, June 4, 2019 12:27 PM
To: BK Paul <bk@esiengineers.com>
Subject: Follow-up on notices

Hi BK,

I wanted to follow-up on the two notices you left at my apartment.

1. Where should I leave the payment for the pest control treatment? I can leave a check in the rent box, or add it to my July rent check. Let me know what works! Either way is fine – just leave a check in the mail box – Thanks.

2. Article 22 in my lease does not permit subletting. However, I am not planning to sublet my apartment. The occupancy of my unit is restricted to the original co-tenants of my lease, which is myself and Lisa Wentworth. In each case of getting a new roommate, we had a one-to-one replacement of the original co-tenant (assignment of the lease), which is what I would like to do. This is my understanding based on my past interactions with the previous landlord (who made clear that subletting was not okay - roommates needed a direct lease agreement with him). Let me know if you have another view on this.

Current ownership does not allow subletting or new roommates. The new ownership may ask you to sign a new lease in the near future.

- I hope it clears up your request.

Thank you,

Caitlin

000047

Figures 10. My letter, roommate application, certified mail receipt – June 25, 2019

June 25, 2019

Sequoia 592 LLC
6355 Telegraph Avenue, Suite 101
Oakland, CA 94606

Dear Sequoia 592 LLC, c/o Bishwendu K Paul, Manager

I am seeking to move in Olivier Jawn to replace my previous roommate for Unit 104 at 592 Jean St, Oakland, CA 94610, pursuant to the Oakland Rent Ordinance 8.22.360(A)(2).

Included in this letter are Olivier's subtenant application and fee check. Please let me know if you have any questions or would like to meet with him. He is quiet, clean, and respectful, and grew up not far from here.

The Oakland Rent Ordinance 8.22.360(A)(2) states that "notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord."

Best Regards,

Caifin Chan

Figure 11. Roommate application materials emailed – July 1, 2019



C. C. <cait@nac@gmail.com>

New Tenant Letter

8 messages

C. C. <
To: BK Paul <

Mon, Jul 1, 2019 at 9:22 PM

Dear Sequoia 592 LLC, c/o Bishwendu K Paul, Manager,

I am seeking to move in Olivier Javn to replace my previous roommate for Unit 104 at 592 Jean St, Oakland, CA, 94610, pursuant to the Oakland Rent Ordinance 8.22.360(A)(2).

Included in this letter are Olivier's subtenant application and fee check. Please let me know if you have any questions or would like to meet with him. He is quiet, clean, and respectful, and grew up not far from here.

The Oakland Rent Ordinance 8.22.360(A)(2) states that "...notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord."

I also sent the attached info, as well as the application fee, via certified mail last week and it appears to have been received on June 27th.

Best Regards,
Caitlin Chan

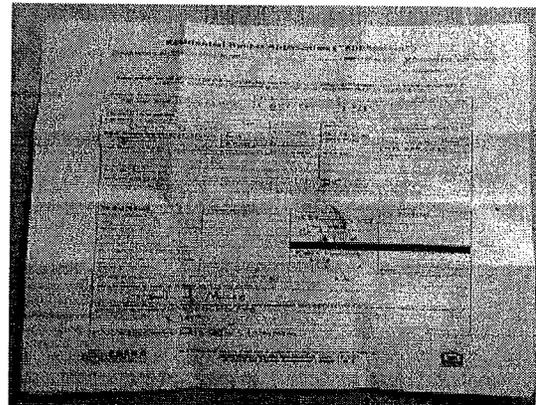
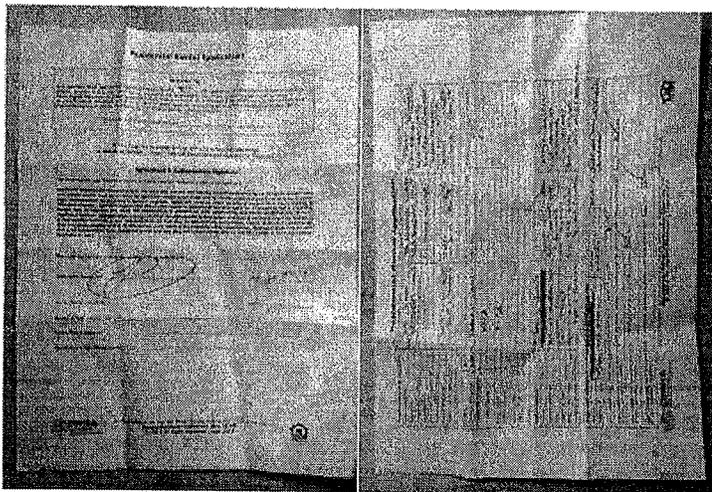
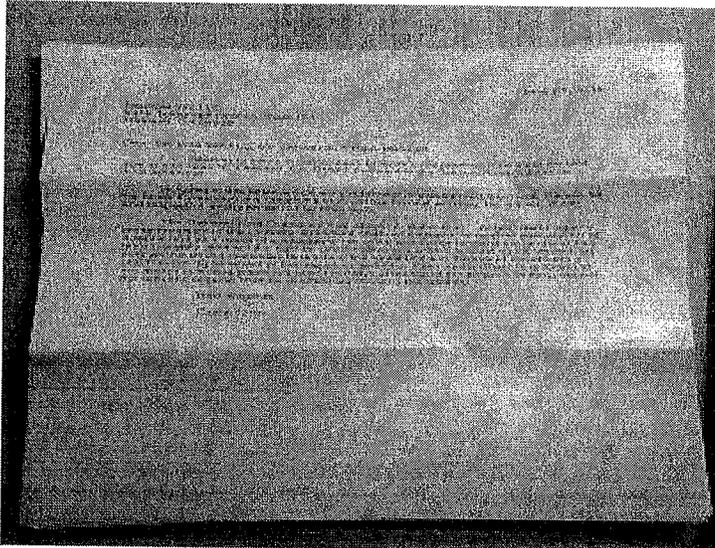


Figure 12. Response to roommate application – July 2, 2019

Bishwendu K. Paul <bkp@...>
To: "C. C." <...>

Tue, Jul 2, 2019 at 12:16 PM

Hi Caitlin:

I got your letter and mean to response to you this week.

You do not have a sub-tenant; you are not replacing but bringing in a new sub-tenant. The lease does not allow you to have a sub-tenant.

Bishwendu K. Paul
6355 Telegraph Ave., #101
Oakland, CA 94609

Figure 13. Notice of petition – July 10, 2019

C. C. [redacted]
To: "Bishwendu K. Paul" <...>

Wed, Jul 10, 2019 at 2:20 PM

Hi BK,

Thanks for the response. I was able to receive legal counsel that explained the situation for me. Firstly, a material term of my original lease is an occupancy of two people for the unit. Secondly, I can replace a roommate even if I have a period during which I have no roommate. I was informed that since none of my actions violate the terms of the original lease or the law, I can proceed with the move-in process.

I understand that we disagree on this issue. Since we can't seem to reach a conclusion, it makes sense to have a third-party mediate. I've filed a petition with the Oakland Rent Adjustment Board regarding the terms of occupancy. Hopefully that will bring some clarity for both of us.

Best,

Caitlin

[Quoted text hidden]

Figure 14. Voicemail – July 10, 2019



Figure 15. Response to petition – July 10, 2019

Bishwendu K
To: "C. C." <

Wed, Jul 10, 2019 at 3:13 PM

Hi Caitlin:

Give me a call back when you can

Thanks,

Bishwendu K Paul, P.E. S.E.
Licensed Structural Engineer in California and Nevada

Master of Engineering, UC Berkeley
Earthquake and Structures, Inc. Since 1984
6355 Telegraph Ave., #101
Oakland, CA 94609
Off: 510 801 1065
Cell: 510-828-1065

Figure 16. Response to Request for Call – July 12, 2019

C. C.
To: "B"

Fri, Jul 12, 2019 at 9:58 AM

Hi BK,

I got your message. I think it's best to continue communicating about this by email.

Thanks,

Caitlin
[Quoted text hidden]

Figure 17. Offer to withdraw petition – July 16, 2019

C. C. <
To: "Bis"
Cc: oli.

Tue, Jul 16, 2019 at 8:04 PM

Hi BK,

I wanted to follow-up with the previous email. I was able to get more information on how the petition process works.

I am petitioning for a reduction in housing services based on the reduction in occupancy of my rental unit. Typically, it takes a couple months for the petitions to be processed. My understanding is that if my interpretation of the occupancy issue is correct, which I believe it to be, then the rent board will reduce my rent by half (half the rent for half the occupancy). This includes backpay for rent dating back to when the petition was filed. In this situation, I would not get a new roommate.

Obviously, this wouldn't be ideal for either of us, and will be a long, drawn out process. However, if you're open to allowing me to have a roommate, I am willing to formally withdraw the petition.

Let me know what you decide upon at your earliest convenience. If you're interested, I'm happy to sit down with you in person with the potential new roommate.

Best regards,

Caitlin

[Quoted text hidden]

000053

Figure 18. Check to Jawn – July 19, 2019

WELLS FARGO

Check Details

Check Number	212
Date Posted	07/22/19
Check Amount	\$622.50

CAITLIN S CHAN
592 Joan St Apt 104
Oakland, CA 94610-1916

212
1001220 9438

7/19/19

Pay to the Order of Deanna Wilson \$622.50
Six hundred twenty two and 50/100 Dollars

For: [Handwritten note: not being able to make m... not as scheduled...]

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Figure 19. Break-In Email to BK – September 20, 2019



C. C. <caitlinsc@gmail.com>

Strange incident in apartment today

1 message

C. C.
To: BK Paul

Fri, Sep 20, 2019 at 4:01 PM

Hi BK,

I wanted to report a strange incident that happened at my apartment this morning. I left my apartment (unit 104) to drop my friend off at BART. When I came back, the top bolt was unlocked (I always lock the top bolt, and my friend said she remembered seeing me lock it), and my bamboo rug inside was pushed up. About twenty minutes later, one of your construction workers unlocked my door and entered, while I was inside. He seemed startled, and said he had found my keys on the hallway ground, near the top of the stairs to the parking lot. They were not my copy of the key to my apartment. We took them to Renee, who checked that they were the spare keys for the building. He checked with Giovanni and said that Giovanni accidentally took them instead of the keys for unit 304.

I would like to make sure that no one enters my unit without an official reason and written notice to me. In addition, I would like to make sure that the backup keys are stored more securely in the future so that an incident like this does not happen again. Thanks for your assistance.

Best,

Caitlin

Figure 20. Tenants' Letter about building security – September 24, 2019



C. C. ccatlin200@gmail.com

Security at 592 Jean Street

1 message

592 Jean St.

To: Landlord

Box

Tue, Sep 24, 2019 at 5:34 PM

Dear Mr. Paul,

We represent a number of tenants at 592 Jean Street. We are in deep appreciation of the work taking place in the building. However, it has come to our attention that there are serious security problems in the building related to possible carelessness with master keys and a lack of understanding of the legal limitations that apply to entering tenant apartments. It's clear to us that there needs to be a review of procedures, a more secure situation for the storage and management of keys, limitations on who can have access to keys (as well as education on the responsibilities connected to that privilege), and instruction of employees about the law with respect to tenant apartment entry.

For instance, there is a pattern of unauthorized entry into our apartments – often when tenants are out and unaware of the entry. This is a blatantly illegal practice, and it seems to have become entirely too casual for your employees. Several of us have had odd instances of coming home to find our apartments unlocked, and others have had employees enter our apartments without knocking while we are present. Work is being planned that requires apartment entry to be completed without reliable informing of tenants, and as a result a lot of last-minute requests to enter are happening.

We wish to remind you that our security is a responsibility shared by all of us, including, and especially, any employees ensured with the possession of master keys. As per City of Oakland rental law, privacy is a tenant right, and no one, including the landlord or his employees, may enter an apartment without 24 hour notice of said entry, barring a genuine emergency or a tenant's explicit approval. It seems clear to us that the employees of this building need to be reminded of these legal limitations.

We understand postponed entry might be an inconvenience to your workers on occasion. However, there are no exceptions to this law, and your employees must find a way to accommodate it while doing their work, including planning ahead and asking tenant permission proactively and ahead of time.

In addition, we are concerned at what seems to be lax oversight of the building's master keys. Several of us have witnessed the master keys completely unsecured and unmonitored. We ask for this situation to be immediately ameliorated, so that the keys can be constantly secured and only in the hands of authorized agents (and only as needed).

We also ask for written documentation on your security procedures, including:

- Who is authorized to have access to master keys
- How you grant that privilege (are background checks, for instance, part of the process?)
- How you instruct employees about the law with respect to that privilege
- Where and how keys are stored securely, and how their security is insured
- Any way in which you request tenants to participate in building security policies

We ask for this documentation to be sent to all of the tenants as soon as possible by either placing it on their doors or mailing it. Email delivery would also be welcome, although not as a substitute for physical delivery. Such documentation will assure us that the building management is taking these issues seriously. Given the seriousness of this matter – and we're sure you agree – we would like to respectfully request this to be accomplished within the coming two weeks.

Again, thank you for your repairs, and especially for your attention to these serious privacy and security concerns.

Sincerely,

Tenants of 592 Jean Street:
Leslie Nipps, #202
Brian Gill, #203
Miho Tomimaru & Michael Fong, #102
Eric Elliott, #105
Eric Savoth, #303
Caitlin Chan, #104
Devan Probert, #301
Craig Adams, #302

