

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
PANEL MEETING
April 4, 2019
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
 - i. Appeal Hearing in Cases:
 - a. T18-0057, McGill v. Horn
 - b. T17-0439, Williams v. FABS, Inc.
T17-0440, Brown v. FABS, Inc.
T17-0441, Leloup v. FABS, Inc.
T17-0442, Bell v. FABS, Inc.
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, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a sshannon@oaklandnet.com o llame al (510) 238-3715 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

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

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

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

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

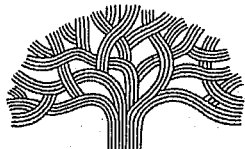
CHRONOLOGICAL CASE REPORT

Case No.: T18-0057
Case Name: McGill v. Horn
Property Address: 150 Moss Way, Apt. #3, Oakland, CA
Parties: Rob McGill (Tenant)
Jamin Horn (Owner)

OWNER APPEAL

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	December 26, 2017
Owner Response filed	April 30, 2017
Hearing Decision issued	August 1, 2017
Owner Appeal filed	August 21, 2017

Attach to case # L17-0206
 T18-0057 MS/SK

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp RECEIVED DEC 26 2017 RENT ADJUSTMENT PROGRAM 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 Rob McGill	Rental Address (with zip code) 150 Moss Way, Apt 3 Oakland, CA 94611	Telephone: (510) 946-7693
		E-mail: mcgill-rob@gmail.com
Your Representative's Name -	Mailing Address (with zip code) -	Telephone: - Email: -
Property Owner(s) name(s) Katerina Melino Jamin Horn	Mailing Address (with zip code) 150 Moss Way Apt 4 Oakland, CA 94611	Telephone: 415 336 7878
		Email: katerina.melino@gmail.com
Property Manager or Management Co. (if applicable) Jamin Horn	Mailing Address (with zip code) 150 Moss Way Apt 4 Oakland, CA 94611	Telephone: 415 233 2785
		Email: jamin.pricerhorn@gmail.com

Number of units on the property: 4

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

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

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

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

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

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

Date you moved into the Unit: 2/1/2014 Initial Rent: \$ 1350 /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: 2/1/2014. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
11/1/2016	12/1/2016	\$ 1398	\$ 1425	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/1/2016	2/1/2016	\$ 1375	\$ 1398	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1/1/2016	?	\$ 1350	\$ 1375	<input type="checkbox"/> Yes <input checked="" 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

* 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:

L17-0206

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

12/19/2017

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

12/19/2017

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

Attachment to Part III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

The issue of mold and window rot on the bedroom windows and other windows throughout the unit was first communicated in writing to the landlord on May 26, 2017. Please See attached email documentation. The landlord inspected the unit. The landlord's conclusion was to order a mold testing kit. The landlord never ordered the mold testing kit. To combat the mold, the tenant purchased a dehumidifier, an air purifier and incorporated practices to increase the air ventilation in the unit. The air purifier costs \$270.79, the dehumidifier was \$46.96, documentation attached.

The below issues were communicated in writing to the landlord on December 16, 2017. The mold and window rot have previously been communicated in writing as mentioned above. The landlord remediated the issue surrounding the hallway lights on the subsequent day of the communication.

Kitchen - similar window mold and rot; about a month ago the oven stopped igniting and only produces gas; ceiling fan is not operational, kitchen cabinets are missing, they historically were kept in the storage room;

Bathroom lacks ventilation.

Living room ceiling fan is not operational; there is a gap in the floor that opens to the laundry room; similar window mold and rot

Bedroom has the worst of the window mold and rot.

Common area lights are out and not the first time. Can we ensure this doesn't happen? The hallway is pitch black at night; the side yard is no longer habitable due to the fecal deposits from your dog. Love your dog but would appreciate having access to that space like we did prior to your ownership; laundry (both clean and dirty) is kept in the laundry room for days (sometimes over a week!) which I think is from unit 4 (landlord's unit)

The circuits get blown rather easily. Given it's the winter and the lack of insulation in the unit, I have a space heater. Powering that while using other electricity will generally blow a circuit.

The water and other utilities that are shared should be sub-metered rather than allocated in some arbitrary manner. Can you please halt billing for the shared utilities until a sub meter is installed and refund all prior shared utilities that I have paid? Our utility bills have increased significantly since your ownership which is likely driven by the daily sprinkler watering that occurred this past year.

owner response

71

City of Oakland
Rent Adjustment Program

Case 718-0057

Property Address

Owner

Jamin Horn
150 Moss Way, Unit 4
Oakland, CA 94611
(415) 233-2785
jamin.price.horn@gmail.com

Tenant

Robert McGill
150 Moss Way, #3
Oakland, CA 94622

Date of which you aquired the building

5-10-2016

Total Number of Units

4

Is there more than one street address on the parcel?

No

Type of Unit

Apartment,
Room or Live-
work

Is the contested increase a capital improvements increase?

No

RECEIVED

APR 23 2018

RENT ADJUSTMENT PROGRAM
OAKLAND

City of Oakland
Rent Adjustment Program

Case

Property Address

Exemption

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: No

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. No

The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983. No

On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days. No

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. No

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. No

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. No

City of Oakland
Rent Adjustment Program

Case

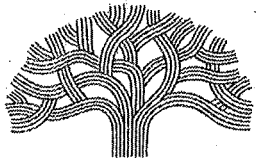
Property Address

Rent History

The tenant moved into the rental unit on	2-1-2014
Initial monthly rent	1350
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
On what date was the notice first given?	9-21-2016
Is the tenant current on the rent?	Yes

Rent Increase

Notice Date	Effective Date	Increase From	Increase To	Justification
9-21-2016	11-01-2016	1398	1425.96	Increased Housing Service Costs



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2016 APR 30 PM 2:30

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T18-0057

Your Name JAMIN HORN	Complete Address (with zip code) 150 Moss Way, #5 OAKLAND CA 94611	Telephone: 415-233-2785
Your Representative's Name (if any)	Complete Address (with zip code)	Email: jamin.price.horn@gmail.com
Tenant(s) Name(s) McGill, Rob	Complete Address (with zip code) 150 Moss Way, #3 OAKLAND CA 94611	Telephone:
Property Address (If the property has more than one address, list all addresses) 150 Moss Way OAKLAND (units 1-4)	Total number of units on property 3	Email:

Have you paid for your Oakland Business License? Yes No Lic. Number: **00198075**
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: **5/10/16**

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

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
8/7/17	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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 11/17/14.

The tenant's initial rent including all services provided was: \$ 1350 / 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? 11/17/14

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>	
9/21/16	1/1/16	\$ 1398	\$ 1425.96	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

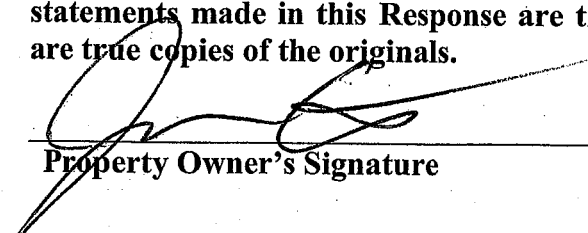
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

4/30/18
Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

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

RESPONSE TO TENANT PETITION

1. This petition was untimely. It seeks to contest a rent increase under L17-0206 which was filed and heard. It is unclear what dates this refers to but I assume it is after the earlier rent petition was heard.
2. All mold and window issues have been fixed. These were reported to building inspector as Oakland Building Dept. Case No. 1704777.
3. We have not had a report of mold in the kitchen. However, now that one has been received it will be remediated.
4. Bathroom is in condition the unit was rented in.
5. The common area lights have been out but this has been corrected quickly.
6. We have had no prior complaints regarding laundry, however, we will be asking all tenants to remove all personal belongings from laundry area so as to allow hampers to be placed in the laundry area for any overflow laundry.
7. This unit is on the same circuit breaker that existed when the tenant moved in and has the same amperage as all other units.
8. The utilities are allocated as indicated by the tenant as was accomplished in his lease. The water is shared 1/6 and the common area electricity 1/5. His unit is separately metered for gas and electricity. We have offered to remove him from shared electricity and gas if he no longer wishes to use the laundry facilities.
9. Living room fan in the same condition as upon move-in. I have indicated that I would fix it but given the tenants more pressing maintenance requests this has yet to occur.
10. I am happy to examine the records indicating an increase in shared utilities. The same sprinkler system on the same settings is being used and I take effort to turn it off whenever there is rain.

Rent Adjustment Program

Owner Response

Review

Applicant and property information

Case number

Applicant Info

Jamin Horn

150 Moss Way, Unit 4

Oakland California 94611

Tel: (415) 233-2785

Email : jamin.price.horn@gmail.com

Have you paid your business license

Yes

Business license number

00198075

Have you paid the Rent Adjustment Program Service Fee (\$68 per unit)?

Yes

Date of which you aquired the building

5/10/2016

Total number of units

4

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

Rental property

Type of unit Apartment, Room or Live-work

Tenant's names Robert McGill

Rental property 150 Moss Way, #3
Oakland , California ,94622

Rent history

The tenant moved into the rental unit on 2/1/2014

Initial monthly rent 1350

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

On what date was the notice first given? 9/21/2016

Upload signed copy of notice RentIncreaseNotice.R.McGill.Unit3.v2.pdf

Is the tenant current on the rent? Yes

Is the contested increase a capital improvements increase? No

Did you submit a petition for rent increase for capital improvements? No

Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? No

Did you provide rent program notice with the notice of rent increase? Yes

Date on which the notice was given? 9/21/2016

Monthly rent increase 27.960000000000036

Date increase effective 11/1/2016

Justification for rent increase Increased Housing Service Costs

Signed copy of notice

RentIncreaseNotice.R.McGill.Unit3.v2.pdf

Decreased housing services

Exemptions

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: No

Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)? No

Explanation

I do not know, was not owner.

2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)? No

Explanation

I do not know, was not owner.

3. Was the prior tenant evicted for cause? No

Explanation

I do not know, was not owner.

4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building? No

Explanation

All issues identified in the Oakland building department notice have been dealt with.

5. Is the unit a single family dwelling or condominium that can be sold separately? No

6. Did the petitioning tenant have roommates when he/she moved in? No

Explanation

Lease states one person.

7. If the unit is a condominium, did you purchase it? No

9. Did you purchase the entire building? No

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. No

The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983. No

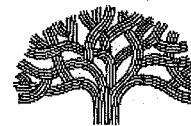
On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days. No

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. No

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. No

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. No

Additional Documentation



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T18-0057, McGill v. Horn, et al
PROPERTY ADDRESS: 150 Moss Way, #3, Oakland, CA
DATE OF HEARING: June 20, 2018
DATE OF INSPECTION: July 9, 2018
DATE OF DECISION: August 1, 2018
APPEARANCES: Rob McGill (Tenant)
Jamin Horn (Owner)

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on December 26, 2017, which alleges that his housing services have been decreased, as follows: mold; window rot; kitchen problems, including the stove, ceiling fan, and kitchen cabinets; bathroom ventilation; living room fan and a gap in the floor; common area lights; side yard not usable due to dog excrement; laundry kept in the laundry room; electric circuits; and utility charges for shared meters. The owner filed a response to the petition, which denies that the tenant's housing services have been decreased.

THE ISSUES

- (1) When did the tenant receive the form Notice to Tenants (RAP Notice)?
- (2) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

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EVIDENCE

RAP Notice: At the Hearing, the tenant testified that he received the RAP Notice in the years 2014 and 2016.

Rent History: The parties agreed that the tenant has paid rent of \$1,425 per month since November 2016.

Decreased Housing Services:

Mold / Window Rot: The tenant testified that in May 2017, he notified that owner that there was mold on his wooden bedroom windows. He believes that the mold was caused by rain and lack of ventilation; there was no water intrusion. The owner had a mold test performed, and painted the window frames in April 2018. There has been no problem with mold since that time.

Stove: The tenant testified that his oven was repaired soon after the problem was reported to the owner.

Kitchen Ceiling Fan: The tenant testified that the ceiling fan was not working when he moved in.

Kitchen Cabinets: The tenant testified that the owner removed the kitchen cabinet doors and put them in the basement. However, the tenant further testified that he is satisfied with this arrangement.

Bathroom Ventilation: The tenant testified that mold grows on the bathroom window. This is a metal window, approximately one foot square, which he keeps fully open at all times.

Living Room: The tenant withdrew his claims regarding the ceiling fan, the gap in the floor, and mold.

Common Area Lights: The tenant testified that at times the common area lights are out for 24 hours or more. This last happened approximately one month before the Hearing.

Side Yard: The tenant testified that the owner lives in a unit in the subject 4-unit building, and excrement from the owner's dog has made the side yard unusable. He had previously sat in the yard on some weekends. The tenant further testified that he complained to the owner about this in December 2017, and he has not been in the yard since January 2017, when he stepped on fecal matter. The owner testified that he rarely keeps his dog in this side yard, and picks up excrement when it is present.

On July 9, 2018, this yard was inspected by Barbara Cohen, a Hearing Officer with the Rent Adjustment Program. Following her inspection, Ms. Cohen prepared a Declaration, a copy of which is attached as Attachment "A." This Declaration states, in part: "I looked at the front and the back yard. I did not see any dog excrement."

Laundry Room: The tenant testified that there is one washer and one dryer in the laundry room. At times, the owner leaves his laundry in the washer or dryer for days at a time. When this occurs, the tenant takes the laundry out and places it on top of the machine. The owner testified that he has occasionally left laundry in a machine, but there are laundry baskets in the room for use of the tenants when someone leaves laundry in a machine.

Electric Circuits: The tenant testified that there is an electric fan that circulates heat in his unit. If this fan is on, and the tenant also uses a space heater and other electric appliances, the electricity often goes off. There is a circuit breaker in the tenant's unit, and power is restored once he activates the circuit breaker.

Shared Meters: The tenant testified that there are meters for water and PG&E that are for the common area. Every few months, the owner sends him the bills for these utilities and asks him to pay for a portion of these bills. The tenant estimates that he has paid the owner \$750 in the past year under this arrangement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: It is found that the tenant received the RAP Notice in the years 2014 and 2016.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹ and may be corrected by a rent adjustment.² However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 90 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.³ Further, in order for a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

However, when a tenant complains of ongoing problems with his or her unit, the Board has declared that such claims should not be completely denied if the tenant received the RAP Notice more than 90 days before the petition was filed. The tenant first received the RAP Notice in the year 2014, far more than 90 days before filing his petition on December 26, 2017. Therefore, in accordance with the Regulations and Board decision,⁴ the tenant can only be granted relief on his claims for decreased housing services beginning 90 days before the date on which he filed his petition. Allowable claims of decreased housing services therefore begin on September 26, 2017.

¹ O.M.C. Section 8.22.070(F)

² O.M.C. Section 8.22.110(E)

³ O.M.C. Section 8.22.090(A)(2)

⁴ Appeal Decision in Case No. T09-0086, Lindsey v. Grimsley, et al.

Mold: / Window Rot: Mold will form if there is excessive moisture. In this case, there was no water intrusion, and the amount of ventilation was under the control of the tenant. In view of these circumstances, the claim is denied.

Stove: The owner corrected the problem within a reasonable time after notice, and the claim is therefore denied.

Kitchen Ceiling Fan: A ceiling fan is not a Building Code requirement, and the fan was not working at the start of the tenancy. Therefore, housing services have not decreased, and the claim is denied.

Kitchen Cabinets: Since the tenant is satisfied with the current arrangement, the claim is denied.

Bathroom Ventilation: The Building Code requires either a bathroom window or an exhaust fan. There is no Code violation, and ventilation is under the control of the tenant. The claim is therefore denied.

Common Area Lights: Lights do burn out, and bulb replacement within 24 hours is reasonable. The claim is denied.

Side Yard: There was no dog excrement at the time of Ms. Cohen's inspection, and the testimony regarding a prior problem was equally credible. The tenant has not sustained his burden of proof, and the claim is denied.

Laundry Room: It is not unusual for someone to not promptly remove laundry from a machine, and the owner provides laundry baskets for tenants to use under such circumstances. This is a minor, occasional inconvenience, and does not rise to the level of a decreased housing service. The claim is denied.

Electric Circuits: Electric circuits will shut down if overloaded, and the tenant can turn the electricity back on quickly and easily. The claim is denied.

Shared Meters: Regulation 10.1.10 of the Rent Adjustment Ordinance states:

When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the cost of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and PG&E Rule 18. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

Payments made by the tenant toward the utility bills were in violation of the Rent Adjustment Ordinance.

The usual method of evaluating decreased housing services – which has been approved by the Board – is consideration of all services provided by an owner and then determining the percentage by which total services provided by the owner have decreased because of the lost housing service. However, in this case, it makes more sense to determine the average dollar amount for the lost service. By using this approach, the tenant is in the same financial position that would exist if he had not paid for common area water and PG&E service.

The tenant's estimate that he has paid the owner an average of \$750 per year – being \$62.50 per month – was unchallenged and is reasonable. It is found that the tenant overpaid \$62.50 per month from October through December 2017, being a total of \$187.50. As discussed above, the tenant's claim is limited to payments made since September 26, 2017. The overpayment is ordered repaid over a period of 3 months.⁵

The rent is temporarily reduced by \$62.50 per month, to \$1,362.50 per month, beginning with the rent payment in September 2018 and ending with the rent payment in November 2018. If the tenant has paid the owner for common area utilities since January 1, 2018 – which is after the tenant filed his petition – the tenant may deduct the total amount of these payments from the September 2018 rent, in addition to this temporary rent decrease.

ORDER

1. Petition T18-0057 is partly granted.
2. The Base Rent is \$1,425 per month.
3. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$187.50. This overpayment is adjusted by a rent reduction for 3 months.
4. The rent is temporarily reduced by \$62.50 per month. The current rent is \$1,362.50 per month, beginning with the rent payment in September 2018 and ending with the rent payment in November 2018.
5. If the tenant has paid the owner for common area utilities since January 1, 2018, the tenant may additionally deduct the total amount of these payments from the September 2018 rent.
6. In December 2018, the rent will increase to \$1,425 per month.
7. The owner may no longer request that the tenant pay for a share of common area utilities.
8. The owner may otherwise be eligible for a rent increase.
9. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached

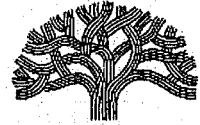
⁵ Regulations, Section 8.22.110(F)

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

Dated: August 1, 2018

Stephen Kasdin
Hearing Officer
Rent Adjustment Program

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

DECLARATION RE: SITE INSPECTION

CASE NUMBER: T18-0057, McGill v. Horn

PROPERTY ADDRESS: 150 Moss Way, #3, Oakland, CA

DATE OF INSPECTION: July 9, 2018

I, Barbara M. Cohen, declare as follows:

1. I am a Hearing Officer with the City of Oakland's Rent Adjustment Program.
2. On July 9, 2018, I performed an inspection at 150 Moss Way, Oakland, CA.
3. I was asked to inspect the yard to look for dog excrement.
4. Present at the inspection was the owner, Mr. Horn. I knocked on the tenant's door, and he was not present.
5. I looked at the front and the back yard. I did not see any dog excrement.

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

July 10, 2018

Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

ATTACHMENT 000028

PROOF OF SERVICE

Case Number: T18-0057 (McGill v. Horn, et al.)

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


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

Rob McGill
150 Moss Way., #3
Oakland, CA 94611

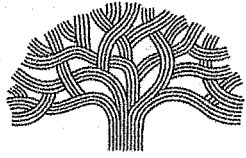
Jamin Horn
150 Moss Way, #4
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 1, 2018 in Oakland, California.



Stephen Kasdin
Oakland Rent Adjustment Program

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2018 AUG 21 PM 1:43
	<u>APPEAL</u>	

Appellant's Name Jamin Horn		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 150 Moss Way, #3 Oakland CA 94611			
Appellant's Mailing Address (For receipt of notices) 150 Moss Way, #5, Oakland CA 94611		Case Number T18-0057	
		Date of Decision appealed August 1, 2018	
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.)*

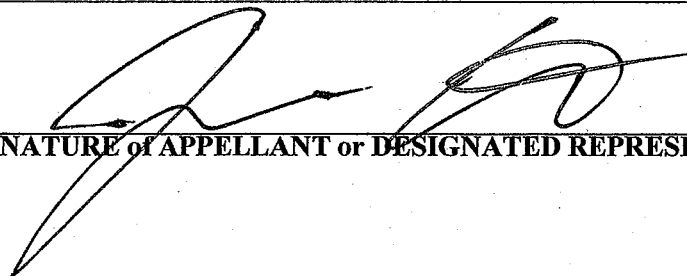
For more information phone (510) 238-3721.

- 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: 1.

• 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 ~~8/21~~ 8/21 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Robert McGill
Address	150 Moss Way, #3,
City, State Zip	Oakland CA 94611
Name	
Address	
City, State Zip	

	8/21/18
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all 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.

ATTACHMENT TO APPEAL

T18-0057

This is an appeal that regards the issue of no longer being able to assess the Tenant the cost of shared utilities, more particularly the cost of the shared common area electrical expenses and the splitting of the single water meter among the various units pursuant to the Tenant's lease as made in the Decision Order No. 7 that "The owner may no longer request that the tenant pay a share of common area utilities."

The grounds for the appeal area as follows:

1. The regulation of the cost or agreement to share the cost of utilities provided by third parties who are not "owners" is not authorized under OMC Chapter 8;
 2. The petition was untimely as to this issue;
 3. The petition was filed on the basis of "decreased housing services" but, with respect to the shared meter utilities, there has been no decrease of such services;
-
1. The regulation of the cost or agreement to share the cost of utilities provided by third parties who are not "owners" is not authorized under OMC Chapter 8;

Under OMC 8.22.020 – Definitions, Housing Services are defined as follows:

"Housing services' means all services provided by the owner related to the use or occupancy of a covered unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services."

In this instance no evidence was presented that I, the owner, provided any of the services complained of. In fact, the tenant provided the bills and invoices relating to the utilities services that particularly identified that PG&E and East Bay Municipal Utilities District provided electricity and water, respectively. It is admitted that I remit the shared cost of the utilities among the tenants and the landlord pursuant to the leases the tenants are governed by, however, at no time is any aspect of the utilities provided by the owner.

2. The petition was untimely as to this issue.

The Tenant's petition was untimely. OMC 8.22.090(3)(a) "Petition and response filing procedures." Requires that the Tenant file a petition for decreased housing services "the petition must be filed within 90 days of whichever of the following is later: i. The date the tenant is noticed or first becomes aware of the decreased housing service; or ii. The date the tenant first receives written notice of the existence and scope of this chapter as required by section

000033

8.22.060.” As the Tenant testified and presented evidence of the charging for shared utilities has been ongoing since the lease went into effect and certainly for more than 90 days prior to the date the Tenant first received the RAP Notice, which was the date of the lease. As a result, the petition on the grounds of shared utilities is not timely.

It appears that the decision relied upon the second component of OMC 8.22.090(3)(b) that states:

“If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for 90 days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.”

3. The petition was filed on the basis of “decreased housing services” but, with respect to the shared meter utilities, there has been no decrease of such services;

Even if the sharing of utilities provided by PG&E and EBMUD were considered “housing services” the tenant provided no evidence of a decrease of such services but rather that they were being serviced in an ongoing manner. As a result the requirements of OMC 8.22.090(3)(b) were not met nor was there any “decrease” in any utilities related service.

CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case Nos. & Names T17-0439, Williams v. FABS Inc.
 T17-0440, Brown v. FABS Inc.
 T17-0441, Leloup v. FABS Inc.
 T17-0442, Bell v. FABS Inc.

Property Address: 2605 9th Avenue, Units D, H, J, and K, Oakland, CA

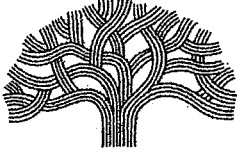
Parties:	Colee Williams	(Tenant)
	Roy Brown	(Tenant)
	Geraldine Leloup	(Tenant)
	Suzette Bell	(Tenant)
	Linda Gomez	(Owner Representative)
	Michelle Ward	(Owner Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petitions filed	July 31, 2017 (T17-0439) July 31, 2017 (T17-0440) July 31, 2017 (T17-0441) July 28, 2017 (T17-0442)
Owner Responses filed in all cases	October 23, 2017
Hearing Decision mailed to all parties	June 26, 2018
Owner Appeal filed for all cases	July 16, 2018

T17-0439 RCM/MA

RECEIVED
CITY OF OAKLAND
For date stamp PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	RENT 2017 JUL 31 PM 1:42
	TENANT PETITION	

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

Please print legibly

Your Name <i>Colee Williams Jr.</i>	Rental Address (with zip code) <i>2605 9th Ave Unit H 94606</i>	Telephone: <i>510 779 4350</i>
Your Representative's Name	Mailing Address (with zip code)	E-mail: <i>ctw1990@gmail.com</i>
Property Owner(s) name(s) <i>Raymond Li</i>	Mailing Address (with zip code)	Telephone:
Property Manager or Management Co. (if applicable) <i>FABS INC.</i>	Mailing Address (with zip code) <i>2031 3rd St Livermore, CA 94550</i>	E-mail: <i>rayli3228@yahoo.com</i>
		Telephone: <i>925-249-8800</i>
		E-mail: <i>info@fabsinc.com</i>

Number of units on the property: 10

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

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

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

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

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

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

Date you moved into the Unit: _____ Initial Rent: \$ 1050 /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: May 2017. 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		
5/31/17	8/1/17	\$ 1050	\$ 1077	<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:

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:

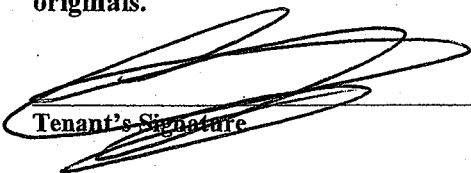
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

7/25/17

Date

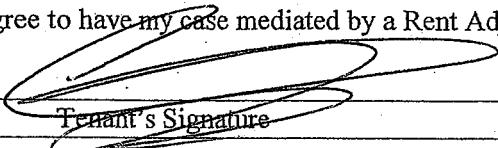
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

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

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

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



Tenant's Signature



Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Colee Williams Issues:

Ongoing Plumbing Issues

History of Harassing and Bullying Behavior When Requesting repairs

Carpets are in embarrassing condition

Front Gate Buzzer Does not work

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

Laundry Machine do not work

Asked to do repairs and work before receiving necessary repairs

False Allegations to ruin my reputation because I ask for repairs

Roy Brown Issues:

Ongoing Sink Problem

Ongoing Carpet issues

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

Cockroach Sightings

Mice Sightings

Laundry Machine do not work

Geraldine Leloup Issues:

Front Gate Buzzer Does not work

Excessive Trash Around The Building

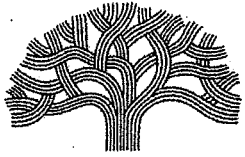
Front Gate Not Secure (causing the mailbox incident)

Laundry Machine do not work

Difficulty getting repairs done

******Email Transcripts attached******

T17-0440 RA/MA



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp

2017 JUL 31 PM 1:42

TENANT PETITION

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

Please print legibly

Your Name <i>ROY BROWN</i>	Rental Address (with zip code) <i>2605 9th AVE # D</i>	Telephone: <i>510-986-1070</i>
		E-mail: <i>BRBROWNJPIANO@aol.com</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: _____

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

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

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

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

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

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

Date you moved into the Unit: 4/1/2008 Initial Rent: \$ 825⁰⁰ /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: 5/18/17. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>5/26/17</u>	<u>08/01/17</u>	\$ <u>825</u>	\$ <u>845</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

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.

Ray Brown
Tenant's Signature

July 24, 2017
Date

Colee Williams Issues:

Ongoing Plumbing Issues

History of Harassing and Bullying Behavior When Requesting repairs

Carpets are in embarrassing condition

Front Gate Buzzer Does not work

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

Laundry Machine do not work

Asked to do repairs and work before receiving necessary repairs

False Allegations to ruin my reputation because I ask for repairs

Roy Brown Issues:

Ongoing Sink Problem

Ongoing Carpet issues

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

Cockroach Sightings

Mice Sightings

Laundry Machine do not work

Geraldine Leloup Issues:

Front Gate Buzzer Does not work

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

Laundry Machine do not work

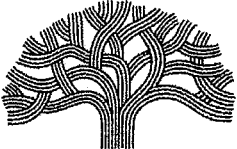
Difficulty getting repairs done

****Email Transcripts attached****

000044

T17-0441 RC/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	2017 JUL 31 PM 1:42
	<u>TENANT PETITION</u>	

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

Please print legibly

Your Name Geraldine leloup	Rental Address (with zip code) 2605 9th ave apt Oakland, CA 94606	Telephone: 510-606-0685
		E-mail: geraldineLukas@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Raymond Li	Mailing Address (with zip code)	Telephone: Email:
Property Manager or Management Co. (if applicable) Fabs INC	Mailing Address (with zip code) 2031 Third St Livermore, CA 94550	Telephone: 925-249-8800
		Email: info@fabsinc@gmail.com

Number of units on the property: 10

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

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

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

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

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

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

Date you moved into the Unit: Oct 1st 2013 Initial Rent: \$ 850⁰⁰ /month
 (October 1st 2013)

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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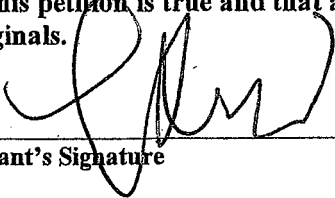
Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature



Date

July 17th 2017

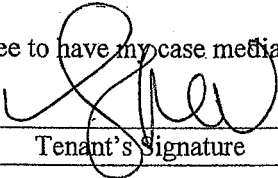
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

07/15/07

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Colee Williams Issues:

Ongoing Plumbing Issues

History of Harassing and Bullying Behavior When Requesting repairs

Carpets are in embarrassing condition

Front Gate Buzzer Does not work

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

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Asked to do repairs and work before receiving necessary repairs

False Allegations to ruin my reputation because I ask for repairs

Roy Brown Issues:

Ongoing Sink Problem

Ongoing Carpet issues

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

Cockroach Sightings

Mice Sightings

Laundry Machine do not work

Geraldine Leloup Issues:

Front Gate Buzzer Does not work

Excessive Trash Around The Building

Front Gate Not Secure (causing the mailbox incident)

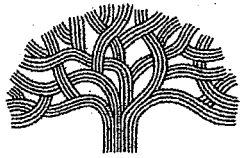
Laundry Machine do not work

Difficulty getting repairs done

****Email Transcripts attached****

T17-0442 re/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.



CITY OF OAKLAND

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

2017 JUL 28 PM 12:56

TENANT PETITION

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

Please print legibly.

Your Name SUZETTE Bell	Rental Address (with zip code) 2605 9th Ave #11 Oak, CA. 94606	Telephone: (510) 689-3107
Your Representative's Name	Mailing Address (with zip code)	E-mail:
Property Owner(s) name(s) Raymond Li	Mailing Address (with zip code)	Telephone:
Property Manager or Management Co. (if applicable) FABS	Mailing Address (with zip code) 2031 3RD ST. Livermore, CA. 94550	E-mail:
		Telephone: 925-249-8800
		Email:

Number of units on the property: 10

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

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

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

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

	rent increase.
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
X	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(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.
X	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article I)
X	(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: 02/2011 Initial Rent: \$ 795.00 /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: 5/26/17. 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		
5/25/26	8/1/17	\$ 795.00	\$ 816.00	X Yes <input type="checkbox"/> No	X 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

Not Sure

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

Have you ever filed a petition for this rental unit?

Yes

No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

Yes No

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

Yes No

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

Yes No

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Suzette Bell
Tenant's Signature

7/26/17
Date

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

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

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

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

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

Suzette Bell
Tenant's Signature

7/26/17
Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

Date: July 26, 2011
Suzette Bell (Tenant)
2605 9th Ave #K
Oak, Ca. 94606
(510) 689-3107

TO: RENT Adj Program

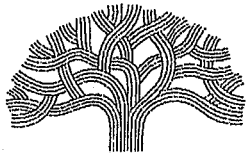
I'm contesting this rent
increase FOR VARIES REASONS

INSANITARY Living Conditions
Property Owners Failed to
keep grounds clean &
SAFE Lots of Debris Grass
Bushes, Grounds are not
being kept TRASH, RATS,
Raccoon Outside entry
phone Not working, Dog
Mess EVERYWHERE especially
in front of building, NO
proper lighting on entrance
way, Electrical Problems
with Fixtures believe there's
a problem with Foundation

Date:

Building Shakes when someone enter stairway. Leaking gutters Bad Smells being Have problems with gas leaks in unit, gas was turn OFF For about a month due to P.G.E HAZARD Notice it was turn on illegal, I was under stress the whole time until P.G.E check in because OF another complaint therefore A large whole was cut out my wall it been over a month a it still not repaired along with leaks in bathroom, this has been ongoing for a least 6 mo's from today, not proper WASH equipment, trash service stop.

Suzette Bell



CITY OF OAKLAND

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

For date stamp/ED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

17 OCT 23 PM 12:12

**PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T 17-0439

Your Name Raymond Li	Complete Address (with zip code) 43487 Southerlandwy Fremont CA 94539	Telephone: 415.370.7919 Email: rayli3228@yahoo.com
Your Representative's Name (if any) FAB, Inc.	Complete Address (with zip code) 2031 Third St. Livermore, CA 94550	Telephone: 925.249.8800 Email: info@fabinc.com
Tenant(s) Name(s) Devon Williams Colee Williams	Complete Address (with zip code) 2605 9th Ave # H Oakland, CA 94606	
Property Address (If the property has more than one address, list all addresses) 2605 9th Ave. #A,B,C,D,E,F,G,H,J,K Oakland, CA 94606		Total number of units on property 10

Have you paid for your Oakland Business License? Yes No Lic. Number: **00092527**
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: **022-034-1-013-00**
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: **12/21/06**

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
8/1/17	<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 11/1/13.

The tenant's initial rent including all services provided was: \$ 1050 / 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? 5/3/17

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
5/3/17	8/1/17	\$ 1050	\$ 1077	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

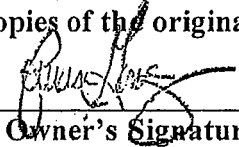
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

10/20/17

Date

Decreased Housing Services- 2605 9th Avenue #H

Please see the attached invoice which show that plumbing repairs have taken place in the unit. Also please see subsequent email from Tenant stating that the only outstanding issues are the front door and carpet replacement.

Upon a walkthrough of the unit we did not see issues that the carpet had holes or was in dire need of replacement.

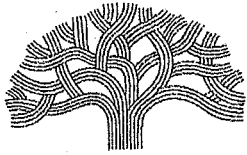
We do not have a front gate buzzer or intercom system. There is a keyed entry to ensure that only authorized persons are able to enter the property.

Tenant has significantly contributed to debris on the common area grounds and a subsequent violation from the City of Oakland for storing items in the common area which is a violation of the lease. Tenant has been seen throwing bags of garbage over his balcony by maintenance crew. Please see attached pictures.

The front gate has a lock which requires a key for entry. The only way that the gate is unsecured is if a Tenant doesn't ensure that it is closed properly.

Tenant has caused damage to several newly repaired items in the unit: Including, but not limited to a newly replaced bathroom door (now has a hole), screen door has been removed from the hinges, removal of weather stripping on the front door and flooding of the unit below after the bathroom was updated.

000059



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
For date stamp. OAKLAND
RENT ADJUSTMENT PROGRAM

OCT 23 PM 1:11

**PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T 17-0440

Your Name <i>Raymond Li</i>	Complete Address (with zip code) <i>43487 Southertandway Fremont CA 94539</i>	Telephone: <i>415.370.7919</i> Email: <i>rayli3228@yahoo.com</i>
Your Representative's Name (if any) <i>FABY, Inc.</i>	Complete Address (with zip code) <i>2031 Third St. Livermore, CA 94550</i>	Telephone: <i>925.249.8800</i> Email: <i>info@fabinc.com</i>
Tenant(s) Name(s) <i>Roy Brown</i>	Complete Address (with zip code) <i>2605 9th Ave # D Oakland, CA 94606</i>	
Property Address (If the property has more than one address, list all addresses) <i>2605 9th Ave. #A,B,C,D,E,F,G,H,I,K Oakland, CA 94606</i>		Total number of units on property <i>10</i>

Have you paid for your Oakland Business License? Yes No Lic. Number: 00092527
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: 022-034-1
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 12/21/06

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

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
8/1/17	<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 4/1/08

The tenant's initial rent including all services provided was: \$ 825 / 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? 5/3/17

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
5/3/17	8/1/17	\$ 825.00	\$ 845.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

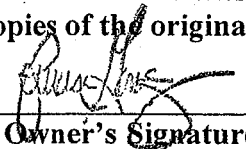
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

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

10/20/17

Date

Decreased Housing Services- 2605 9th Avenue #D

Please see attached invoice showing that the sink was replaced in January of 2016. We have not been made aware of any further leaks, but will schedule an inspection to ensure no current leaks are addressed.

Please see attached estimate and correspondence asking Mr. Brown to work with us to have the carpet installed. Mr. Brown has an excessive amount of items stored within his unit. These items must be moved, in order for, carpet to be installed. Mr. Brown has yet to contact us to move forward with the carpet installation.

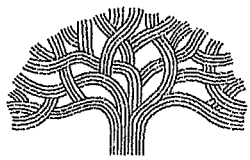
Tenant has contributed to debris on the common area grounds and has left garbage and large boxes outside of garbage receptacles. Weekly maintenance is completed at the property. In addition to the weekly maintenance there are a significant number of extra pickups due to Tenants leaving large items onsite. We've attached just a few of many invoices verifying this.

The front gate has a lock which requires a key for entry. The only way that the gate is unsecured is if a Tenant doesn't ensure that it is closed properly.

Please see attached invoices which show a proactive pest control service has taken place.

We do not provide a laundry facility.

000063



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
For date stamp
RENT ADJUSTMENT PROGRAM

OCT 23 PM 12:11

**PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T17-0441

Your Name <i>Raymond Li</i>	Complete Address (with zip code) <i>43487 Southernlandway Fremont, CA 94539</i>	Telephone: <i>415.370.7919</i>
Your Representative's Name (if any) <i>FABS, Inc.</i>	Complete Address (with zip code) <i>2031 Third St Livermore, CA 94550</i>	Email: <i>rayli3228@yahoo.com</i>
Tenant(s) Name(s) <i>Geraldine Leloup</i>	Complete Address (with zip code) <i>2605 9th Ave #J Oakland, CA 94606</i>	Telephone: <i>925.249.8800</i>
Property Address (If the property has more than one address, list all addresses) <i>2605 9th Ave. #A,B,C,D,E,F,G,H,J,K Oakland, CA 94606</i>		Email: <i>info@fabinc.com</i>
		Total number of units on property <i>10</i>

Have you paid for your Oakland Business License? Yes No Lic. Number: 00092527
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: 022-034-1-013-00
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building: 12/21/06

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
8/1/17	<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 10/1/13

The tenant's initial rent including all services provided was: \$ 850 / month.

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

If yes, on what date was the Notice first given? 5/3/17

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
5/3/17	8/1/17	\$ 850	\$ 873	<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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

Date

10/20/17

Decreased Housing Services- 2605 9th Avenue #J

We do not have a front gate buzzer or intercom system. There is a keyed entry to ensure that only authorized persons are able to enter the property.

Tenant has significantly contributed to debris on the common area grounds and a subsequent violation from the City of Oakland for storing items in the common area which is a violation of the lease. Please see attached pictures

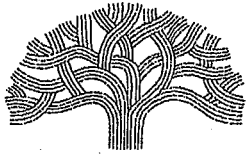
The front gate has a lock which requires a key for entry. The only way that the gate is unsecured is if a Tenant doesn't ensure that it is closed properly.

Please see attached invoices which show a proactive pest control service has taken place.

We do not provide a laundry facility.

Please see attached invoices which show repairs that have been completed on the unit. We take all repairs seriously and are not aware of any inhabitability issues for this unit.

000067



CITY OF OAKLAND

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

RECEIVED
For date stamp: **OCT 23 PM 12:10**
**PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T 17- 0442 RC/MA

Your Name <i>Raymond Li</i>	Complete Address (with zip code) <i>43487 Southerlandky. Fremont, CA 94539</i>	Telephone: <i>415-370-7919</i>
		Email: <i>rayli3228@yahoo.com</i>
Your Representative's Name (if any) <i>FABS, Inc.</i>	Complete Address (with zip code) <i>2031 Third Street Livermore, CA 94550</i>	Telephone: <i>925.249.8800</i>
		Email: <i>info@fabzinc.com</i>
Tenant(s) Name(s) <i>Suzette Bell</i>	Complete Address (with zip code) <i>2605 9th Ave #K Oakland, CA 94606</i>	
Property Address (If the property has more than one address, list all addresses) <i>2605 9th Ave # A, B, C, D, E, F, G, H, J, K Oakland, CA 94606</i>		Total number of units on property <i>10</i>

Have you paid for your Oakland Business License? Yes No Lic. Number: 00092527
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: 022-0341.013.00
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building: 12/21/06

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

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
<u>8/1/17</u>	<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 2/2011.

The tenant's initial rent including all services provided was: \$ 795 / 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? 5/3/17

Is the tenant current on the rent? Yes _____ No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
<u>5/3/17</u>	<u>8/1/17</u>	\$ <u>795.00</u>	\$ <u>816.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

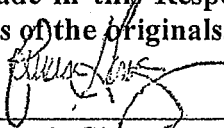
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

10/19/17

Date

Decreased Housing Services- 2605 9th Avenue #K

The building has been undergoing extensive repairs. We have been working with Randy Schimm with the City of Oakland regarding stairs.

The Tenant reported a gas leak at her unit and we immediately dispatched Diablo Plumbing to handle the gas leak. Diablo Plumbing went onsite and made the necessary repairs. PG&E turned the gas to the unit back on. The Tenant reported that she smelled gas again and we immediately contacted Diablo Plumbing to inspect the complaint. Please see attached invoices showing the details of the repairs. We also prorated the Tenants rent for all of the days that she was without use of gas.

Please see invoice dated 2/29/16 which shows that a new sink and faucet was installed in the unit. We take all water leaks seriously and have not been made aware of any recent leaks.

The trash service is required and serviced through the City of Oakland. In addition a maintenance crew services the property on a weekly basis to ensure it's upkeep.

Tenant has significantly contributed to debris on the common area grounds and a subsequent violation from the City of Oakland for storing items in the common area which is a violation of the lease. Please see attached pictures.

The letter to the Tenants advising them of the rent increase informed them that the banking method was used to calculate the increase. A RAP sheet was also included with the letter. Suzette has never requested justification of the increase in writing or otherwise.

000071



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

CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0439, Williams v. FABS Inc.
T17-0440, Brown v. FABS Inc.
T17-0441, Leloup v. FABS Inc.
T17-0442, Bell v. FABS Inc.

PROPERTY ADDRESS: 2605 9th Avenue, Units D, H, J, and K, Oakland, CA

DATE OF HEARING: January 8, 2018

DATE OF DECISION: June 6, 2018

APPEARANCES: Colee Williams, Tenant
Roy Brown, Tenant
Geraldine Leloup, Tenant
Suzette Bell, Tenant
Linda Gomez, Owner Agent
Michelle Ward, Owner Agent

SUMMARY OF DECISION

The tenants' petitions are partly granted. The legal rent for each unit is set forth in the Order below.

CONTENTIONS OF THE PARTIES

Tenants Colee Williams, Roy Brown, Geraldine Leloup, and Suzette Bell, each filed a petition contesting a rent increase and alleged decreased housing services as stated below:

Tenant Williams is contesting a rent increase from \$1,050.00 to \$1,077.00 effective August 1, 2017, and claims that his housing services have decreased due to plumbing issues, harassment, old carpet, broken front gate buzzer, excessive trash around building, unsecured front gate, and broken laundry machines.

Tenant Brown is contesting a rent increase from \$825.00 to \$845.00 effective August 1, 2017, and claims that his housing services have decreased due to issues with sink, old carpet, excessive trash around building, broken front gate buzzer, unsecured front gate, cockroach/mice sightings, and broken laundry machines.

Tenant Leloup claims that her housing services have decreased due to broken front gate buzzer, excessive trash around building, unsecured front gate, and broken laundry machines.

Tenant Bell is contesting a rent increase from \$795.00 to \$816.00 effective August 1, 2017, and claims that her housing services have decreased due to excessive trash around building, broken front gate buzzer, issues with foundation, leaking gutters, gas leak in unit/large hole in wall, broken washing machines, lighting issues in entryway, electrical issues with fixtures, and bathroom leak.

The owner filed a timely response to all four (4) petitions denying the allegations.

THE ISSUES

- (1) When, if ever, were the tenants served the RAP Notice?
- (2) Are the rent increases valid?
- (3) Have any of the tenants' housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Rent History, RAP Notice, and Rent Increases

Tenant Williams: Colee Williams moved into the subject building in November of 2013 at an initial rent of \$1,050.00 a month. Mr. Williams' petition alleges that he is contesting a rent increase served on May 3, 2017, effective August 1, 2017, from \$1,050.00 to \$1,077.00 a month.

Mr. Williams stated on his petition and testified at the hearing that he received a copy of the RAP Notice with the rent increase notice but did not receive the RAP notice at any other time prior to the issuance of the rent increase notice in dispute. This evidence was not disputed. He further testified that he is currently paying \$1,050.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Brown: Roy Brown moved into the subject building in April of 2008 at an initial rent of \$825.00. Mr. Brown's petition alleges that he is contesting a rent increase served on May 3, 2017, effective August 1, 2017, from \$825.00 to \$845.00. A copy of the rent increase notice was received into evidence¹.

¹ Exhibit 1

Mr. Brown testified at the hearing that he received a copy of the RAP Notice with the rent increase notice but did not receive the RAP notice at any other time prior to the issuance of the rent increase notice in dispute. This evidence was not disputed. He further testified that he is currently paying the increased amount of \$845.00 in rent monthly and has been paying that amount since the effective date of the rent increase.

Tenant Leloup: Geraldine Leloup moved into the subject building in October of 2013 at an initial rent of \$850.00 monthly. Ms. Leloup testified that she wishes to contest a rent increase served on May 3, 2017, effective August 1, 2017, from \$850.00 to \$873.00². A copy of the rent increase notice was received into evidence³.

Ms. Leloup testified at the hearing that she received a copy of the RAP Notice with the rent increase notice but did not receive the RAP notice at any other time prior to the issuance of the rent increase notice. This evidence was not disputed. She further testified that she is currently paying \$850.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Tenant Bell: Suzette Bell moved into the subject building in February of 2011 at an initial rent of \$795.00 monthly. Ms. Bell's petition alleges that she is contesting a rent increase served on May 18, 2017, effective August 1, 2017, from \$795.00 to \$816.00 a month. A copy of the rent increase notice was received into evidence⁴.

Ms. Bell stated on her petition and testified at the hearing that she received a copy of the RAP Notice with the rent increase notice but did not receive the RAP notice at any other time prior to the issuance of the rent increase notice in dispute. This evidence was not disputed. She further testified that she is currently paying \$795.00 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Decreased Housing Services

Tenant Williams: Mr. Williams complained of plumbing issues, harassment, old carpet, broken front gate buzzer, excessive trash around building, unsecured front gate, and broken laundry machines.

Plumbing Issues: Tenant Williams testified that he has had plumbing issues in his unit since he moved in. Specifically, the hot water pressure was low in the bathtub and shower. He notified the owner of this issue several times over the course of his tenancy,

² Ms. Leloup failed to list the rent increase as one of the grounds for her petition but submitted a copy of the rent increase notice with her petition and testified at the hearing that she wished to contest it. She testified that she received assistance from fellow tenant Colee Williams with the filing of her petition as she does not speak English fluently and the failure to list the rent increase as a grounds for her petition was a clerical error by Mr. Williams.

³ Exhibit 1

⁴ Exhibit 1

and the owner responded by sending a plumber to fix the problem, but the issue persisted. In January of 2018, the owner finally repaired the plumbing in the bathroom and since then the issue has been resolved.

The owner's agent testified that she received an email from tenant Williams complaining about the hot water in the bathroom in May of 2017. In response, she sent a plumber to the unit to repair the bathtub, surround, and the plumbing. She submitted invoices documenting the repairs⁵. Mr. Williams confirmed via email in June of 2017, that he was satisfied with the bathroom repairs⁶. She did not receive another complaint about the hot water in the bathroom until January of 2018, at which point she sent a plumber once again to make repairs.

Tenant Williams testified that he has also had ongoing issues with a leaking garbage disposal in his kitchen. He notified the owner and the owner sent someone to repair it but the garbage disposal continued to leak. Six months ago, in approximately July of 2017, the garbage disposal was finally replaced and since then he hasn't had any issues. He further testified that whenever he notified the owner of issues with the garbage disposal, the owner was responsive and sent someone to make repairs.

The owner's agent testified that she received a complaint about the leaking kitchen sink at the same time as the hot water complaint in May of 2017, and at that time, the garbage disposal was replaced.

Harassment: The Rent Adjustment Program does not have jurisdiction over claims of harassment, therefore this claim was dismissed at the hearing and no testimony was received on this issue.

Old Carpet: Tenant Williams testified that the carpet in the unit is old and dirty and has holes. The carpet has been in poor condition since he moved in. He has requested carpet replacement several times and to date, the carpet has not been replaced.

The owner's agent testified that she offered to replace the carpet in tenant Williams unit when the carpet was being replaced in some of the other units in the building in 2016, but Mr. Williams wasn't satisfied with the quality of the new carpet and refused installation. Instead, Mr. Williams offered an alternate carpet vendor of his choice for the carpet replacement and the owner agreed to do further research into the issue. The owner's agent testified that carpet replacement was offered as an upgrade to the unit, because the owner was in the process of upgrading all the units in the building, but it was not a necessary repair. She further testified that she did not observe any holes in Mr. Williams carpet during her inspection of the unit.

Broken Front Gate Buzzer: Tenant Williams testified that the front gate buzzer does not work. It hasn't worked since he moved into the unit in 2013. He notified the

⁵ Exhibit 2

⁶ Exhibit 2

owner of the broken buzzer when he first moved in and was told that it was too expensive to fix. The buzzer is still broken.

The owner's agent testified that there is a front gate buzzer but it has not worked since FABS, Inc. took over management of the subject property in September of 2015. She further testified that she does not know if there was ever a working buzzer and intercom system on the property. She argued that it is not a service that was provided upon move-in and subsequently taken away. Finally, she testified that it may be replaced at some point in the future but right now the owner's focus is upgrading the units in the building.

Unsecured Front Gate: Tenant Williams testified that the front gate doesn't lock properly. When the front door is closed, it only locks about 70% of the time. He testified that if you push the door firmly all the way in, then it will close. But if you let go of the door, it won't lock on its own. You have to actively push the door closed to ensure that it locks. It is not a secure door, and has resulted in missing packages on several occasions.

The owner's agent testified that the gate closes and locks if you take the time to close it properly. The only way the door is unsecured is if a tenant doesn't ensure that it is closed properly. She further testified that the lock on the front door was replaced in November of 2017, due to a realtor misplacing the keys, and all tenants were provided new keys to the door at that time.

Excessive Trash Around Building: Tenant Williams testified that he has complained about excessive garbage on the property for a long time. There are not enough garbage bins for all ten units in the building, so garbage bags pile up outside of the bins. In addition, the garbage is not taken to the front of the building to be picked up on a regular basis so it piles up and remains on the property for a long time. The excessive garbage attracts racoons and rats. He testified that this problem has existed for about a year and a half, since approximately July of 2016, and he has complained about it repeatedly. The property management's response has been to blame tenants for improper disposal of garbage instead of providing more garbage bins and removing garbage from the property on a regular basis.

He testified that since approximately November of 2016, the property management has provided additional recycling bins but there are still not enough garbage bins for all the tenants. Now tenants just put garbage in the recycling bins instead.

The owner's agent testified that a maintenance crew removes excess garbage from the property on a weekly basis and is responsible for bringing the garbage bins to the curb for pick-up. She submitted invoices documenting the removal of excessive garbage from the property on October 31, 2016, and February 7, 2017⁷. She further

⁷ Exhibit 3

testified that additional recycling bins have been provided to the tenants in response to their complaints about excessive garbage.

Broken Laundry Machines: Tenant Williams testified that the laundry machines haven't been working properly for many years. There are two washers and two dryers in the laundry room. One washer is completely broken. The other washer breaks down frequently and does not work properly. The dryers often don't work. He testified that when he moved into the unit, all the washers and dryers worked properly. He testified that most of the tenants now use a laundromat nearby to do laundry. He has notified the owner of this issue repeatedly and it still has not been resolved. He testified that currently, only one washer and dryer works.

The owner's agent testified that whenever she receives complaints about the laundry machines, she sends someone out to make repairs.

Tenant Brown: Tenant Brown complained of issues with sink, old carpet, cockroach/mice sightings, broken front gate buzzer, unsecured front gate, excessive trash around building, and broken laundry machines.

Issues with Sink: Tenant Brown testified that his kitchen sink is in poor condition, and has been that way since he moved in. Specifically, the sink is dirty and the caulking around it is peeling. He testified that the sink does not leak. He complained about this issue to maintenance personnel several times. The property management company finally sent someone to make repairs in December of 2017. The maintenance worker informed him that in order to replace the sink, he would need to tear out the entire countertop, so instead, he just re-caulked the sink.

The owner's agent testified that she did not receive any complaints from tenant Brown about the kitchen sink prior to the filing of his petition. In response to the petition, she sent out a maintenance worker to check Mr. Brown's sink for leaks, and that's when the maintenance worker caulked the sink.

Old Carpet: Tenant Brown testified that the carpet in his unit is dirty, old, and worn. He has requested carpet replacement several times and to date, the carpet has not been replaced. He testified that the property management company did come out to take measurements for carpet replacement but informed him that he would be responsible for the cost of removing his piano and other bulky items from the unit prior to the carpet installation. He testified that having to pay for the removal of items from his unit would be a financial hardship for him.

The owner's agent testified that she notified Mr. Brown that the carpet installation company was charging them to move his piano and other bulky items from his unit prior to the installation of new carpet⁸. She informed him that he would be responsible for that additional cost if he wished to have new carpet installed. She further testified that

⁸ Exhibit 4

she obtained a new estimate from another company and the new company also had an additional cost for removal of bulky items.

Cockroach/Mice Sightings: Tenant Brown testified that his tiles were replaced two years ago, but at that time, the baseboard was not replaced properly so there are gaps in the baseboard and cockroaches come into the unit through the gaps. He testified that he notified the maintenance crew about this issue but did not notify the property management company.

He further testified that there were rodents in his neighbor's unit, and they were coming into the unit through the heating ducts. He confirmed that he hasn't had an issue with rodents in his unit, but his neighbor has.

The owner's agent testified that pest control was sent to the property several times to treat the common areas in September and October of 2016 due to tenant complaints and she hasn't received any additional complaints about this issue since then. She submitted invoices from Omega Pest Control verifying the pest treatment⁹. She further testified that she never received a complaint from tenant Brown about cockroaches or rodents in his unit prior to the filing of his petition.

Broken Front Gate Buzzer: Tenant Brown testified that when he moved into the unit, the front gate buzzer worked, but it broke about five years ago, in 2013, and has not been repaired. He complained about this issue to the prior property manager but was told that it would be too expensive to repair. He further testified that he is disabled and if he ever needed emergency personnel to assist him, they would not be able to enter the building because the buzzer is broken.

The owner's agent reiterated that FABS, Inc. took over management of the property in September of 2015, and at that time the front gate buzzer was broken. To her knowledge, there was never a working buzzer and intercom system for the property.

Unsecured Front Gate: Tenant Brown testified the front door does not lock automatically behind you, which it used to do. You have to manually push the door closed to ensure that it locks. He testified that although the lock was replaced recently, the replacement is not a quality lock.

The owner's agent testified that her maintenance crew checked the front door to make sure it locks. She testified that tenants just need to make sure that they close the door behind them properly to ensure that it locks.

Excessive Trash Around Building: Tenant Brown testified that there is excessive trash on the property because there are not enough trash cans for all the tenants. He testified that there are only two or three trash cans available for the ten (10) unit property, and that's not enough. He further testified that maintenance does not always take the garbage bins out to the curb on a weekly basis, so often the trash bins stay full

⁹ Exhibit 5

for weeks at a time. He complained about this issue to management but nothing was done. He testified that people in the community have complained to him about the smell due to the excessive trash on the property.

The owner's agent testified that in addition to providing trash and recycling receptacles, they do provide weekly maintenance for the property and have a consistent process for managing the cleanliness of the building.

Broken Laundry Machines: Tenant Brown testified that only one washing machine and one dryer are currently working adequately in the laundry room. The other machines are broken. He testified that the machines have been repaired several times but they continue to break down because they are used so frequently. He complained about this issue to the maintenance crew but did not notify the property management company.

Tenant Leloup: Tenant Leloup complained of a broken front gate buzzer, unsecured front gate, excessive trash around building, and broken laundry machines.

Broken Front Gate Buzzer: Tenant Leloup testified that the front gate buzzer does not work. It hasn't worked since she moved into the unit in 2013. She notified the owner of the broken buzzer multiple times, and nothing was done.

The owner's agent reiterated that to their knowledge, there was never a working buzzer and intercom system for the property.

Unsecured Front Gate: Tenant Leloup testified that the front gate does not close and lock unless you push it firmly to close it. She has complained about this issue multiple times and nothing has been done.

The owner's agent reiterated that the tenants just need to make sure that they close the door behind them properly to ensure that it locks.

Excessive Trash Around Building: Tenant Leloup testified that the excessive trash around the building is disgusting and has been an ongoing problem. She testified that there are not enough trash cans and the maintenance crew does not remove the trash to the front for pick-up on a weekly basis. The trash is usually moved to the front every two or three weeks, and she recalls a period of a month and a half where the trash was not moved to the front of the building at all. The trash simply piles up for weeks at a time.

The owner's agent reiterated that they provide weekly maintenance for trash removal and any excess trash is removed on a consistent, regular basis. She further testified if they receive notice that the trash was not moved to the front for pick-up during a particular week, they will send out maintenance workers to pick up the excess trash and remove it via dump truck¹⁰.

¹⁰ Exhibit 3

Broken Laundry Machines: Tenant Leloup confirmed that currently only one washer and dryer works properly. The laundry machines have been repaired several times but they break down frequently. They are old and simply need to be replaced. She told the management company that the machines need to be replaced and was informed that it is not a priority at this time.

Again, the owner's agent reiterated that when they receive complaints about the laundry machines, they send someone out to make repairs.

Tenant Bell: Tenant Bell complained of a broken front gate buzzer, excessive trash around building, issues with foundation, leaking gutters, gas leak in unit/large hole in wall, broken washing machines, lighting issues in entryway, electrical issues with fixtures, and bathroom leak.

Broken Front Gate Buzzer: Tenant Bell testified that the front gate buzzer was working when she moved into the unit in 2011. She has complained about the broken front gate buzzer many times and has been told that it is not a priority.

Excessive Trash Around Building: Tenant Bell testified that the maintenance crew is not removing the garbage bins to the front for pick-up on a regular basis so the garbage just continues to pile up.

The owner's agent testified that they use the same maintenance crew for several other properties and have never received any complaints about their maintenance crew from any of their other properties.

Issues with Foundation: Tenant Bell testified that over the last several months, the stairway in the building has weakened so that any time someone walks on it, her whole apartment shakes. In December of 2017, the property management company wedged a big piece of wood underneath the stairway to support it. Tenant Bell believes the stairway is not sufficiently supported and poses a safety hazard.

The owner's agent testified that they are currently in the process of retrofitting and reinforcing the stairway and making repairs to all walkways. It is a large, time consuming construction project, and the owner is working with architects, engineers, and contractors to ensure the project is completed properly. They are also working with the City Inspector's office to obtain permits and ensure the work is done to code. The owner's agent further testified that the construction does not impede the tenants access to their units, the garage, or the common areas.

Leaking Gutters: Tenant Bell testified that the gutters on the building leak whenever it rains and this issue has been ongoing for several years. The water leaking from the gutters is causing dry rot to the second-floor walkway. She has complained about the leaking gutters and the dry rot to the property management company multiple times and nothing has been done.

The owner's agent testified that she has never received complaints from tenant Bell about leaking gutters. She further testified that they are currently in the process of repairing all the walkways in the building and it is an ongoing project.

Gas Leak in Unit/Large Hole in Wall: Tenant Bell testified that on May 15, 2017, there was a gas leak in her unit so PG&E turned off her gas. She notified the property management company immediately, and they sent Diablo Plumbing on May 19, 2017, to attempt repairs. After several attempts by Diablo Plumbing and PG&E, the leak was finally repaired in June of 2017. She testified that during the repairs, she did not have gas in her unit for about a month. The property management company prorated her rent due to the loss of gas for seventeen (17) days.

Tenant Bell further testified that Diablo Plumbing cut a hole in her wall to the fix the gas leak. The hole was patched up but the patch was not painted when the repairs were completed in June of 2017. The property management company did not send someone to fix the patch on the wall until December 18, 2017.

The owner's agent testified that after they received a complaint from tenant Bell about the gas on May 16, 2017, they sent Diablo Plumbing out to make repairs, and after several attempts by Diablo Plumbing and PGE, the repairs were completed by June 1, 2017. She submitted invoices verifying the gas leak repairs as well as a finalized permit for a gas test dated June 1, 2017¹¹. She further testified that they prorated the tenant's rent for the seventeen (17) days that she did not have gas in her unit. To their knowledge, the gas leak repairs had been completed. She testified that they did not receive any complaints about a patch on the tenant's wall until after the tenant filed her petition. In response, they sent someone to tape and texture the patch on the wall on December 18, 2017.

Broken Laundry Machines: Tenant Bell testified that the laundry machines are dirty and do not work. They have broken down and been repaired so many times now that she doesn't even use them anymore and uses a laundromat instead.

Lighting issues in entryway/Electrical issues with fixtures/Bathroom leak: Tenant Bell did not provide any testimony on these issues at the hearing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy¹² and together with any notice of rent increase¹³. An

¹¹ Exhibit 6

¹² O.M.C. Section 8.22.060(A)

¹³ O.M.C. Section 8.22.070(H)(1)(A)

owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice¹⁴.

The RAP Notice was not provided to the tenants at least six months before the effective date of the rent increase, therefore, the contested rent increases are invalid.

Tenant Williams' monthly rent remains \$1,050.00, the amount prior to the contested rent increase. Tenant Brown's rent remains \$825.00, the amount prior to the contested rent increase. Since tenant Brown has been paying the increased amount of \$845.00 in rent monthly since August 1, 2017, he is entitled to restitution for overpayment of rent (see chart below). Tenant Bell's rent remains \$795.00, the amount prior to the contested rent increase. Finally, because Tenant Leoup was not served a RAP notice at least six months before the effective date of her rent increase, the rent increase is invalid and her rent remains \$850.00.

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁵ and may be corrected by a rent adjustment.¹⁶ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

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

Decreased Housing Services Affecting All Tenants:

Broken Front Gate Buzzer: All four tenants testified credibly that the front gate buzzer has been broken since approximately 2013, and the property management company has failed to make repairs despite numerous complaints. This claim affects the habitability of the unit and each tenant is entitled to an ongoing rent decrease of 1% until the buzzer is repaired. Each tenant is also entitled to compensation for past decreased housing services regarding the broken buzzer but restitution is limited to three (3) years prior to the hearing¹⁷ (see charts below).

Unsecured Front Gate: The owner's agent testified credibly that the front gate does lock but tenants must close it properly to ensure that it locks. The tenants

¹⁴ O.M.C. Section 8.22.060(C)

¹⁵ O.M.C. Section 8.22.070(F)

¹⁶ O.M.C. Section 8.22.110(E)

¹⁷ HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

confirmed that the gate does lock if it is closed firmly. Since the gate and lock are functional, compensation for this claim is denied.

Excessive Trash Around Building: All four tenants testified credibly that there is a problem with excessive trash on the property due to a lack of garbage receptacles and a lack of routine maintenance and this has been an ongoing issue since approximately July of 2016. Further, Section 8.28.140(B) of the Oakland Municipal Code states the following regarding garbage containers:

“The minimum service and container capacity requirements are as follows...
Multi-family dwellings: mixed material container and collection frequency such that the weekly capacity is equal to the number of dwelling units in the multi-family dwelling multiplied by 20 gallons”

There are ten (10) units in the subject property and only three garbage receptacles. The owner has not provided adequate garbage receptacles for the units. This claim affects the habitability of the unit and each tenant is entitled to an ongoing rent decrease of 2% until additional garbage receptacles are provided and the problem of excessive trash is abated. Each tenant is also entitled to compensation for past decreased housing services regarding the excessive trash from July of 2016 through June 2018¹⁸ (see charts below).

Broken Laundry Machines: Functioning laundry machines were provided to the tenants at the time of move-in. All four tenants testified credibly that the laundry machines break down frequently and do not work properly. This claim affects the habitability of the unit and each tenant is entitled to an ongoing rent decrease of 2% until all four laundry machines are repaired. Each tenant is also entitled to compensation for past decreased housing services regarding the broken laundry machines but restitution is limited to three (3) years prior to the hearing¹⁹ (see charts below).

Decreased Housing Services for Tenant Williams:

Plumbing Issues: The property management company took reasonable steps to make repairs after they received notice of plumbing issues, and both parties testified that the plumbing issues in the unit have been resolved. Therefore, compensation for this claim is denied.

Old Carpet: The tenant's request to have the carpet replaced does not constitute a decrease in housing services. The owner's agent testified credibly that the carpet was old and worn but she did not observe any holes during an inspection of the unit. The carpet does not pose a tripping hazard. Furthermore, carpet replacement was offered to the tenant as an upgrade in 2016 but the tenant refused installation because he was not satisfied with the quality of the replacement carpet. It is the owner's prerogative to select the carpet. Therefore, compensation for this claim is denied.

¹⁸ HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

¹⁹ HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (*Jackson-Redick v. Burks*)

Decreased Housing Services for Tenant Brown:

Issues with Sink: The owner's agent testified credibly that she did not receive notice of any issues with the tenant's kitchen sink until after he filed his petition. In response, she sent maintenance personnel to inspect the sink for leaks. No leaks were observed but the caulking around the sink was replaced. The owner's response was reasonable and compensation for this claim is denied.

Old Carpet: The tenant's request to have the carpet replaced does not constitute a decrease in housing services. The tenant testified that the carpet was old and worn but did not have any holes. Therefore, the carpet does not pose a tripping hazard. Furthermore, carpet replacement was offered to the tenant as an upgrade in 2016 but the tenant refused installation because he would be responsible for the cost of removing bulky items from his unit. Compensation for this claim is denied.

Cockroach/Mice Sightings: The owner's agent testified credibly that she did not receive notice about this issue prior to the filing of the tenant's petition. The tenant testified that he did not notify the property management company about this complaint and there were no rodents in his unit. Therefore, compensation for this claim is denied.

Decreased Housing Services for Tenant Bell:

Issues with Foundation: The owner's agent testified credibly that they are currently in the process of retrofitting and reinforcing the stairway and making repairs to all walkways in the building with the assistance of the City Inspector's office. She further testified that the construction project does not impede the tenants access to their units, the garage, or the common areas. The owner is taking reasonable steps to address this issue, and compensation for this claim is denied.

Leaking Gutters: There is conflicting testimony about notice to the owner regarding this issue. Since both parties were credible, and the tenant has the burden of proof for claims of decreased housing services, this claim is decided in favor of the owner. The tenant has failed to sustain her burden of proof regarding notice to the owner and compensation for this claim is denied.

Gas Leak in Unit/Large Hole in Wall: The property management company took reasonable steps to make repairs after they received notice of the gas leak, and the tenant's rent was prorated for the days that she did not have gas in her unit. Furthermore, the owner's agent testified credibly that she did not receive any complaints about a patch on the tenant's wall until after the tenant filed her petition. The owner took reasonable steps to address this issue and compensation for this claim is denied.

Restitution for Tenant Williams:

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Broken Buzzer	1-Feb-15	8-Jan-18	\$1,050	1%	\$ 10.50	36	\$ 378.00
Excessive Trash	1-Jul-16	1-Jun-18	\$1,050	2%	\$ 21.00	24	\$ 504.00
Broken Laundry Machines	1-Feb-15	8-Jan-18	\$1,050	2%	\$ 21.00	36	\$ 756.00
TOTAL LOST SERVICES							\$ 1,638.00

RESTITUTION

MONTHLY RENT	\$	1,050.00
TOTAL TO BE REPAID TO TENANT	\$	1,638.00
TOTAL AS PERCENT OF MONTHLY RENT		156%
AMORTIZED OVER	MO. BY REG. IS	
OR	MONTHS BY HRG. OFFICER	
OVER 24 IS	\$	68.25

Restitution for Tenant Brown:

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Broken Buzzer	1-Feb-15	8-Jan-18	\$825	1%	\$ 8.25	36	\$ 297.00
Excessive Trash	1-Jul-16	1-Jun-18	\$825	2%	\$ 16.50	24	\$ 396.00
Broken Laundry Machines	1-Feb-15	8-Jan-18	\$825	2%	\$ 16.50	36	\$ 594.00
TOTAL LOST SERVICES							\$ 1,287.00

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Aug-17	1-Jun-18	\$845	\$825	\$ 20.00	11	\$ 220.00
TOTAL OVERPAID RENT						\$ 220.00

RESTITUTION

		MONTHLY RENT	\$	1,050.00
		TOTAL TO BE REPAYED TO TENANT	\$	1,507.00
		TOTAL AS PERCENT OF MONTHLY RENT		144%
AMORTIZED OVER		MO. BY REG. IS		
OR OVER	24	MONTHS BY HRG. OFFICER IS	\$	62.79

Restitution for Tenant Leloup:

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Broken Buzzer	1-Feb-15	8-Jan-18	\$850	1%	\$ 8.50	36	\$ 306.00
Excessive Trash	1-Jul-16	1-Jun-18	\$850	2%	\$ 17.00	24	\$ 408.00
Broken Laundry Machines	1-Feb-15	8-Jan-18	\$850	2%	\$ 17.00	36	\$ 612.00
TOTAL LOST SERVICES							\$ 1,326.00

RESTITUTION

		MONTHLY RENT	\$	850.00
		TOTAL TO BE REPAYED TO TENANT	\$	1,326.00
		TOTAL AS PERCENT OF MONTHLY RENT		156%
AMORTIZED OVER		MO. BY REG. IS		
OR OVER	24	MONTHS BY HRG. OFFICER IS	\$	55.25

Restitution for Tenant Bell:

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Broken Buzzer	1-Feb-15	8-Jan-18	\$795	1%	\$ 7.95	36	\$ 286.20
Excessive Trash	1-Jul-16	1-Jun-18	\$795	2%	\$ 15.90	24	\$ 381.60
Broken Laundry Machines	1-Feb-15	8-Jan-18	\$795	2%	\$ 15.90	36	\$ 572.40
TOTAL LOST SERVICES							\$ 1,240.20

RESTITUTION

	MONTHLY RENT	\$	795.00
	TOTAL TO BE REPAID TO TENANT	\$	1,240.20
	TOTAL AS PERCENT OF MONTHLY RENT		156%
AMORTIZED OVER	MO. BY REG. IS		
OR	MONTHS BY HRG. OFFICER		
OVER 24	IS	\$	51.68

ORDER

T17-0439 Williams v. FABS Inc:

1. In Williams v. FABS, Inc., the rent increase is invalid and the tenant's base rent remains \$1,050.00 a month.
2. Due to ongoing decreases in housing services, the tenant's rent is reduced by 5% (52.50). The tenant's current legal rent is \$997.50 a month.
3. Due to past decreased services, tenant Williams is owed restitution in the amount of \$1,638.00. This overpayment is adjusted by a rent decrease for the next twenty-four (24) months in the amount of \$68.25 a month.
4. Tenant Williams' rent for the months of July 2018 through June 2020 is \$929.25. His rent will revert to \$997.50 a month in July of 2020, if no repairs are made and/or rent increase notices are served.
5. If the owners fix the broken buzzer, the owners can increase the rent by 1% (\$10.50 per month); should the owners fix the excessive trash issue, the owners can increase the rent by 2% (21.00 per month); should the owners fix the broken laundry machines, the owners can increase the rent by 2% (21.00 per month). In order to increase the rent after repairs the owners must provide the necessary notice pursuant to Civil Code § 827.

T17-0440 Brown v. FABS Inc:

6. In Brown v. FABS, Inc., the rent increase is invalid and the tenant's base rent remains \$825.00 a month.
7. Due to ongoing decreases in housing services, the tenant's rent is reduced by 5% (41.25). The tenant's current legal rent is \$783.75 a month.
8. Due to past decreased services and rent overpayments, tenant Brown is owed restitution in the amount of \$1,507.00. This overpayment is adjusted by a rent decrease for the next twenty-four (24) months in the amount of \$62.79 a month.

9. Tenant Brown's rent for the months of July 2018 through June 2020 is \$720.96. His rent will revert to \$783.00 a month in July of 2020, if no repairs are made and/or rent increase notices are served.

10. If the owners fix the broken buzzer, the owners can increase the rent by 1% (\$8.25 per month); should the owners fix the excessive trash issue, the owners can increase the rent by 2% (16.50 per month); should the owners fix the broken laundry machines, the owners can increase the rent by 2% (16.50 per month). In order to increase the rent after repairs the owners must provide the necessary notice pursuant to Civil Code § 827.

T17-0441 Leloup v. FABS Inc:

11. In Leloup v. FABS, Inc., the rent increase is invalid and the tenant's base rent remains \$850.00 a month.

12. Due to ongoing decreases in housing services, the tenant's rent is reduced by 5% (42.50). The tenant's current legal rent is \$807.50 a month.

13. Due to past decreased services, tenant Leloup is owed restitution in the amount of \$1,240.20. This overpayment is adjusted by a rent decrease for the next twenty-four (24) months in the amount of \$55.25 a month.

14. Tenant Leloup's rent for the months of July 2018 through June 2020 is \$752.25. Her rent will revert to \$1,240.20 a month in July of 2020, if no repairs are made and/or rent increase notices are served.

15. If the owners fix the broken buzzer, the owners can increase the rent by 1% (\$8.50 per month); should the owners fix the excessive trash issue, the owners can increase the rent by 2% (17.00 per month); should the owners fix the broken laundry machines, the owners can increase the rent by 2% (17.00 per month). In order to increase the rent after repairs the owners must provide the necessary notice pursuant to Civil Code § 827.

T17-0442 Bell v. FABS Inc:

16. In Bell v. FABS, Inc., the rent increase is invalid and the tenant's base rent remains \$795.00 a month.

17. Due to ongoing decreases in housing services, the tenant's rent is reduced by 5% (39.75). The tenant's current legal rent is \$755.25 a month.

18. Due to past decreased services, tenant Leloup is owed restitution in the amount of \$1,326.00. This overpayment is adjusted by a rent decrease for the next twenty-four (24) months in the amount of \$51.68 a month.

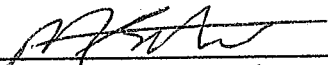
19. Tenant Leloup's rent for the months of July 2018 through June 2020 is \$703.57. Her rent will revert to \$755.25 a month in July of 2020, if no repairs are made and/or rent increase notices are served.

20. If the owners fix the broken buzzer, the owners can increase the rent by 1% (\$7.95 per month); should the owners fix the excessive trash issue, the owners can increase the rent by 2% (15.90 per month); should the owners fix the broken laundry machines, the owners can increase the rent by 2% (15.90 per month). In order to increase the rent after repairs the owners must provide the necessary notice pursuant to Civil Code § 827.

21. The owner may increase the tenants' rent upon service of the Notice to Tenants of the Residential Rent Adjustment Program and in accordance with Section 827 of the California Civil Code.

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: June 6, 2018



Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Numbers

T17-0439, T17-0440, T17-0441, T17-0442

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

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

Documents Included

Hearing Decision

Owner

Raymond Li
43487 Southerland Way
Fremont, CA 94539

Owner Representative

FABS Inc.
2031 Third St
Livermore, CA 94550

Tenants

Roy Brown
2605 9th Ave #D
Oakland, CA 94606

Devon Williams
2605 9th Ave #H
Oakland, CA 94606

Colee Williams
2605 9th Ave #H
Oakland, CA 94606

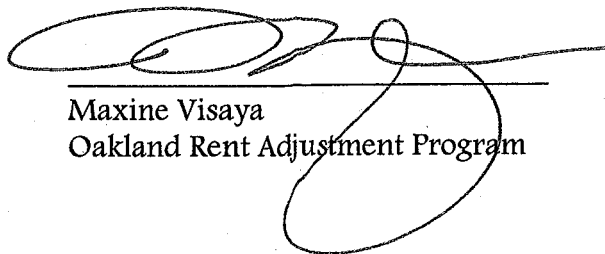
Geraldine Leloup
2605 9th Ave #J
Oakland, CA 94606

Suzette Bell
2605 9th Ave #K
Oakland, CA 94606

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.

000090

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
Executed on June 26, 2018 in Oakland, CA.



Maxine Visaya
Oakland Rent Adjustment Program



CITY OF OAKLAND

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

For date stamp

RECEIVED

JUL 10 2010

RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL

Appellant's Name <i>On Behalf Mrs & Mrs Raymond Li</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Full Association Business Service			
Property Address (Include Unit Number) <i>2605 9th Ave, Oakland CA #H</i>			
Appellant's Mailing Address (For receipt of notices) <i>2031 Third Street Livermore CA 94550</i>		Case Number <i>717-0439</i>	Date of Decision appealed <i>7/13/10</i>
Name of Representative (if any) <i>Linda Gomez</i>	Representative's Mailing Address (For notices) <i>2031 Third Street Livermore CA 94550</i>		

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

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

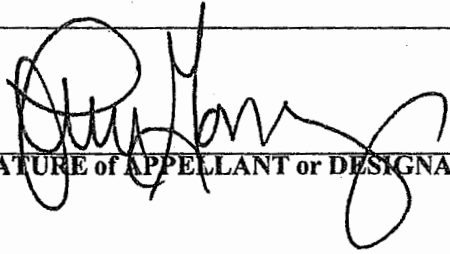
For more information phone (510) 238-3721.

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

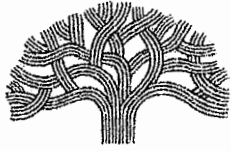
Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject 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 7/13/18, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Colee Williams
Address	2605 9th Ave, # H
City, State Zip	Oakland, CA 94606
Name	Devon Williams
Address	2605 9th Ave #H
City, State Zip	Oakland, CA 94606

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	<u>7/13/18</u> DATE
--	------------------------

For more information phone (510) 238-3721.



CITY OF OAKLAND

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

For date stamp

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JUL 16 2018

**RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL**

Appellant's Name ON Behalf Mrs & Mrs Raymond Li		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Full Association Business Service			
Property Address (Include Unit Number) 2605 9th Ave, Oakland CA # D			
Appellant's Mailing Address (For receipt of notices) 2031 Third Street Livermore CA 94550		Case Number 717-0440	Date of Decision appealed 7/13/18
Name of Representative (if any) Full Association Business Ser. Linda Gomez	Representative's Mailing Address (For notices) 2031 Third Street Livermore CA 94550		

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.)*
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 - 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.)*

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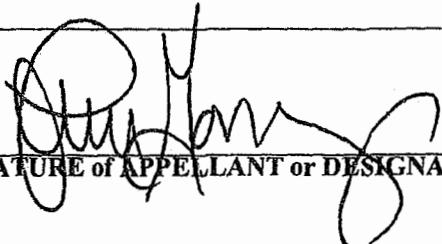
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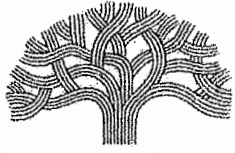
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I declare under penalty of perjury under the laws of the State of California that on 7/13/18, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Ray Brown
<u>Address</u>	2605 9th Ave #
<u>City, State Zip</u>	Oakland, CA 94606
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	7/13/18
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.



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RENT ADJUSTMENT PROGRAM
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Oakland, CA 94612
(510) 238-3721

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JUL 16 2018

RENT ADJUSTMENT PROGRAM
OAKLAND

APPEAL

Appellant's Name <i>On Behalf Mrs & Mrs Raymond Li</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Full Association Business Service			
Property Address (Include Unit Number) <i>2605 9th Ave, Oakland CA #J</i>			
Appellant's Mailing Address (For receipt of notices) <i>2031 Third Street Livermore CA 94550</i>		Case Number <i>117-0441</i>	Date of Decision appealed <i>7/13/18</i>
Name of Representative (if any) <i>Full Association Business Ser. Linda Gomez</i>		Representative's Mailing Address (For notices) <i>2031 Third Street Livermore CA - 94550</i>	

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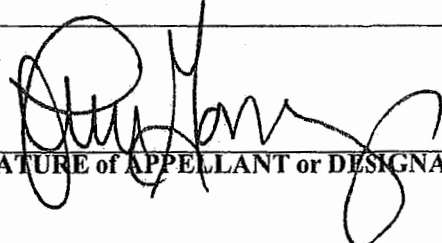
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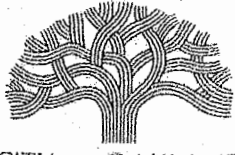
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<u>Name</u>	Geraldine Leloup
<u>Address</u>	2605 9th Ave #J
<u>City, State Zip</u>	Oakland, CA 94604
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	7/13/18
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.



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Oakland, CA 94612
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**RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL**

Appellant's Name On Behalf Mr & Mrs Raymond Li		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Full Association Business Service			
Property Address (Include Unit Number) 2605 9th Ave, Oakland CA #K			
Appellant's Mailing Address (For receipt of notices) 2031 Third Street Livermore CA 94550		Case Number T17-0442	
		Date of Decision appealed 7/13/18	
Name of Representative (if any) Full Association Business Ser. Linda Gomez		Representative's Mailing Address (For notices) 2031 Third Street Livermore CA 94550	

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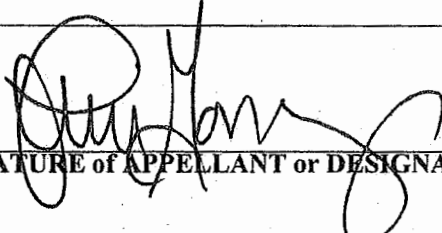
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<u>Name</u>	Suzette Bell
<u>Address</u>	2605 9th Ave # K
<u>City, State Zip</u>	Oakland, CA 94606
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<u>7/13/18</u>
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

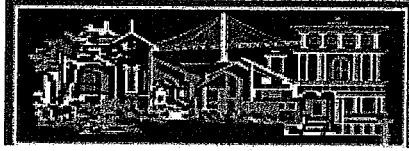
IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all 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.

Full Association Business Service Inc



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RENT ADJUSTMENT PROGRAM
OAKLAND

Friday, July 13, 2018

Case #T17-0440

City of Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

RE: In response to the "Summary of Decision" 2605 9th Ave, Units D, H, J and K Oakland CA

To Whom it May Concern

Thank you for the opportunity to respond and give a little background.

Mr. and Mrs. Li are the owners of the listed building and are average day people, Mr. Li an employee with Fed Ex. They own a small 10 unit community in Oakland with rents far below market. In 2016 significant work in the Community was started to upgrade the building and residences. To assist in keeping the community needs within a budget affordable to a average working couple our Management firm on behalf of the owners initiated a small increase of average \$20.00 per month to the residents. This seemed fair and reasonable considering rents for 1 and 2 bedrooms ranged from 800.00 to 1100.00 per month and the cost of utilities , maintenance, repairs had significantly increased causing a hardship on the building owners.

Full Association Business Service Inc., is a local small minority owned business. As such we take pride in providing responsive management, working hard to build good relationships with all our Tenants and Building Owners. The decision in this report certainly criticize our Management even though the report clearly shows we took regular action to correct issues and provide a safe and harmonious community. Hopefully our response below will demonstrate our hard work and support our claim.

As the Property Management Team since 2015 for this property and our Client Raymond and Christina Li we respectfully disagree with the Decision of Habitability Issues. We appreciate the opportunity to express our opinion and explain the reason we disagree as follows:

Broken Buzzer Gate

The community is a secured community with an auto gate system to the underground garage and a Covered access gate to enter the residences. Both the Garage gate and entrance pass-through gates are secured and are and have been in good working order. The Buzzer system has not worked for many years and is a system that does not work

with current technology such as cell phones. The Buzzer system does not impede access to the homes. The system has been non -functioning and in Testimony of Mr. Williams, did not work when he moved in to the community in 2013. In today's lifestyle hard wired phones are an extra expense, unnecessary and rarely used. Further, if the buzzer system at the front gate was required to be in working condition according to the findings then only those residents with landline service would have the benefit of the system. At no time did the RAP officer take this into consideration. Therefore we disagree that our actions created a hardship and inhabitability

Washing and drying Laundry Machines

In the community there are 2 washers and 2 dryers. We do our best to maintain the washer and dryers in working condition. Testimony clearly states that the washer and dryer have broke down and have been repaired numerous times since 2015 . It seems unreasonable to expect that the washer and dryers be in working condition without any breakdowns. When it is reported they are not working we have them repaired. We do periodic inspections and clean the machines and check them. Therefore we disagree that our actions created a hardship and inhabitability but in fact our actions did indeed always keep machines available for resident use.

Excessive Garbage

Each week we have a Maintenance person onsite and places the garbage cans at the curb and takes them back after garbage pickup and sweeps the area. On numerous occasions the maintenance person finds old mattresses, furniture and other household items belonging to residents dumped on the property. These items are not standard household garbage items and should not be the responsibility of the building owner to incur the cost to remove, but they do. Those items have always been scheduled and hauled away on a regular basis. It would seem unreasonable to expect that a maintenance person be onsite daily to correct the violations of a few residents.

We respectfully submit this request to reverse the decision to reduce rents and inhabitability fines that further cause financial hardships to the Owners and our small business.

Sincerely,

Linda Gomez