

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
REGULAR MEETING
September 26, 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. CONSENT ITEMS
 - a. Approval of Board Minutes from September 12, 2019
4. OPEN FORUM
5. APPEALS*
 - a) L18-0034 Beacon Properties v. Tenants
6. ACTION ITEMS
 - a) Formation of additional ad hoc committees, membership and review of issues identified in May 9, 2019, Board meeting (see attached list on page 3)
7. INFORMATION AND ANNOUNCEMENTS
 - a. Discussion on AB 1482 (J. Warner)
 - In major victory for tenants, California lawmakers pass sweeping rent cap bill (East Bay Times) (see attachment page 4 & 5)
 - b. Presentation of program outreach materials (C. Cooper)
 - Rent Adjustment Program Guide and Information Sheets <https://www.oaklandca.gov/resources/rent-adjustment-program-guide-and-information-sheets>
 - c. Report on Efficiency Ordinance (K. Qian, City Attorney's Office)
8. COMMITTEE REPORTS AND SCHEDULING
 - a. Ad Hoc Committee Report: Dry-rot v. Deferred Maintenance (T. Williams)
9. ADJORNMENT

Accessibility. This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or

* Staff recommendation memos for the appeals will be available at the Rent Program and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090.

Spanish interpreter, please email sshannon@oaklandca.gov 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@oaklandca.gov 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@oaklandca.gov 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.

Formation of additional ad hoc committees, membership and review of issues identified in May 9, 2019, Board meeting:

- Information about the Building Code and intersection with the Regulations; (e.g. window bars-there is a code that applies to this.)
- Should dry rot be treated differently from other deferred maintenance items?
- Clarification of deferred maintenance v. items that benefit tenants?
- Ambiguous terms in the regulations and in the Ordinance;
- How is the value of the Decreased Housing Services determined?
- What constitutes a burden of proof regarding expenses for capital improvements?

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
REGULAR MEETING
September 12, 2019
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

1. CALL TO ORDER

The HRRRB was called to order at 6:41pm by Board Chair Jessie Warner

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
T. HALL	Tenant	X		
R. AUGUSTE	Tenant	X		
H. FLANERY	Tenant Alt.			X
C. TODD	Tenant Alt.			X
R. STONE	Homeowner	X		
J. WARNER	Homeowner	X		
A. GRAHAM	Homeowner		X	
E. LAI	Homeowner Alt.			X
J. MA POWERS	Homeowner Alt.			X
K. FRIEDMAN	Landlord			X
T. WILLIAMS	Landlord	X		
B. SCOTT	Landlord Alt.	X		
K. SIMS	Landlord Alt.			X

Staff Present

Ubaldo Fernandez	Deputy City Attorney
Oliver Luby	Deputy City Attorney
Chanee Franklin Minor	Rent Adjustment Program Manager
Kelly Rush	Program Analyst 1

3. CONSENT ITEMS

- a. Approval of Board Minutes from July 25th, 2019
R. Stone motioned to approve the minutes from July 25th, 2019. T. Williams second the motion.

Aye: T. Hall, R. Auguste, R. Stone, J. Warner, T. Williams
Nay: 0
Abstain: B. Scott

The motion carried.

4. OPEN FORUM

- a. Jackie Zenari – provided comments on the efficiency ordinance
- b. James Vann – Oakland Tenants’ union concerns with the efficiency ordinance, suggestions for recommendations and statewide initiative for rent control

5. SPECIAL ORDER OF BUSINESS

- a. Presentation of Plaque for Debra Mesaros
 - a. The Rent Board would like to thank Ms. Mesaros for her service as a tenant representative. Board members and community members shared their experiences and gratitude for Ms. Mesaros.

6. APPEALS

- a. L18-0086, Kingston Ave Partners LLC
- b. L18-0035, Lew v. Tenants
- c. T17-0371 Arnold v. Farley Levine Properties

No appeal cases were heard at this meeting. All cases were postponed to a later date.

7. ACTION ITEMS

- a. Formation of additional ad hoc committees.
 - I. T. Hall informed the board that she is no longer able to serve on the ad hoc committee for dry rot v. deferred maintenance.
 - II. U. Fernandez will research and report if replacement for T. Hall is allowed, however, two remaining members can continue with committee for now.
 - III. K. Rush read email provided by Board Member E. Lai requesting a committee be formed to “establish a written protocol requiring any change in RAP rules be posted before the rule is to take effect at designated places readily accessible by the public, such as the RAP website.”
 - a. No other Board Members expressed interest in this committee.

- IV. J. Warner requests that staff provide the list of issues from May 9th Board Minutes in future agendas for reference.
- V. James Vann spoke on item and asked the board if and how recommendations of topics from the public can be brought to the Board.
 - a. J. Warner suggested providing the topic to a Board Member or staff at a Rent Board meeting.
 - b. U. Fernandez states that the public come to the meetings to make suggestions to the Board directly.

8. INFORMATION AND ANNOUNCEMENTS

- a. Update on RAP staffing model (*Program Manager*)
 - i. C. Franklin Minor provided updates on staffing for the Rent Adjustment Program
 - i. She informed the board that she is roughly 50% through hiring new staff members (5 staff members have been hired so far)
 - ii. The new hires have allowed her to increase outreach and decreased the backlog of hearings on the front end. When she arrived, there was approximately a 7-month backlog and that has decreased to approximately 4 months.
 - iii. It is anticipated that by mid-October, the backlog will be eliminated.
- b. Update on RAP community outreach activities (*Program Manager*)
 - i. C. Franklin Minor informed the Board that the Rent Adjustment Program has increased outreach events in the community. She provided a list of events that RAP staff has participated in.
 - i. Eviction Workshop at Main Library – approximately 60-65 attendees
 - ii. Tenant Workshop at City Hall – approximately 40 attendees
 - iii. Laurel Street Fair booth
 - iv. Chinatown Street Fest booth
 - v. Art & Soul booth (both days)
 - vi. RAP materials were available at the Mobile Mayor booth at Oakland Pride.
 - ii. C. Franklin Minor also provided some upcoming events where the Rent Adjustment Program will be present.
 - i. Rockridge Out and About booth (9/15/2019)
 - ii. Small Property Owner Workshop on (9/24/2019)

- iii. Invited to speak with Alliance of Californians for Community Empowerment (ACCE)
- iv. Invited to speak with East Bay Rental Housing Association (EBRHA)
- v. Invited to speak with The Realists
- iii. C. Franklin Minor informed the Board that new materials have been created.
 - i. There is a new Guide to Oakland Rental Housing Laws. These are available on City of Oakland website.
 - ii. A postcard about changes to owner occupied duplexes and triplexes have been mailed to all owners.
 - iii. Staff is working on a new postcard that will provide a chart of all properties covered under rent control and Just Cause to inform landlords and tenants about the Rent Adjustment Program.
 - iv. Website has had some recent updates to attempt being more user friendly. Please visit and take a look.
- iv. B. Scott suggested that Clear Channel Outdoor and Outdoor Media can possibly donate space.
- v. T. Williams suggested presenting the new materials to the Board
- vi. B. Scott suggested having a mailer go out with the business tax bill or when they apply for a new business license to help people know and follow the rules.
- vii. C. Franklin Minor informed the Board that staff is now sending letters to tenants for all owner move-in notices received by the RAP. The letter notifies them of rights under Just Cause and relocation benefits.
- viii. C. Franklin Minor requested that new items for "information and announcements" section on agenda be sent to staff the Friday following the full board meeting to allow these additions to be made in the agenda for the next full board meeting.
- ix. B. Scott discussed possibly purchasing and using a color copier for photos in Rent Board packets for Board members.

9. COMMITTEE REPORTS AND SCHEDULING

- a. Ad Hoc Committee Report (Dry-rot v. Deferred Maintenance)
 - i. T. Williams reported that all members were on recess and haven't met. Members will move forward with plan to speak to contractors and report back.

- b. J. Warner made scheduling request to include discussion on AB 1482 (statewide initiative for rent control) along with the Times article provided by Mr. James Vann. R. Stone seconds request for information and discussion on initiative and how it will effect current Ordinance.

10. ORAL REPORT OF FINAL DECISIONS MADE DURING CLOSED SESSION

- a. U. Fernandez discussed that there was a special closed session regarding pending litigation. No final action was taken and there is nothing to report.

11. ADJORNMENT

- a. Board Chair J. Warner motions to adjourn meeting at 8:04pm. R. Stone seconds motion.

In major victory for tenants, California lawmakers pass sweeping rent cap bill

Gov. Gavin Newsom is expected to sign the bill into law shortly

[The new Bill will mostly benefit and provide basic rent and eviction protections for almost all of the 2/3s of California tenants that have no rent protections or where tenants have been unable to overcome conservative local governments that refuse to stand up to landlord and realty lobbies – such as Alameda, Fremont, Concord, Santa Rosa, & Alameda County. Cities currently with rent and eviction laws will extend protections to Section 8 housing and most rentals built since 1983 for Oakland (1980 for Berkeley & San Francisco). All rental apartments more than 15 years old, and rented houses and condos where 10 or more have the same or corporate ownership are subject to the new statewide rent cap and eviction protections ... james vann]

.....

In a significant victory for California renters struggling to find affordable housing, state lawmakers on Wednesday sent a sweeping rent cap bill to the governor's desk.

Assembly Bill 1482, which passed the Assembly Wednesday afternoon 46-22, is set to limit rent increases across the state to 5 percent plus inflation. Gov. Gavin Newsom, who helped broker a compromise between tenant advocacy groups and apartment owners, is expected to sign the bill into law in the coming days. The state joins Oregon, which passed similar legislation in February, and New York in enacting widespread rent caps.

"The question we have in front of us is what kind of a society do we want to live in?" said Assemblyman David Chiu (D-San Francisco), the bill's lead author, just before the vote. "What kind of neighbors are we?"

In places like Oakland and San Francisco, which already have rent restriction, tenants may not notice much difference. And according to a recent [Zillow analysis](#), the legislation would have benefited only around 7 percent of California renters if it had been in place last year, because rents in many places have ticked up just a few percentage points.

Still, Michael Lane, deputy director of the housing advocacy organization SV@Home, said the measure stands to have a sizable impact on cities that passed rent control measures a long time ago, like San Jose, because it will extend protections to newer apartments than have typically been covered. And in wealthy suburbs across the Bay Area, the new rent cap could have significant impact.

"It's a historic day," Lane said. "Hopes are high and this is one more step, but there's still lots of work to do."

Newsom praised lawmakers.

"In this year's State of the State address, I asked the legislature to send me a strong renter protection package," Newsom said in a statement. "Today, they sent me the strongest package in America. These anti-gouging and eviction protections will help families afford to keep a roof

over their heads, and they will provide California with important new tools to combat our state's broader housing and affordability crisis."

AB 1482, which sunsets in 2030, will apply to apartments built at least 15 years ago, as well as houses and condos of the same age that are owned by large corporations. Tenant advocates also succeeded in pushing lawmakers to include just cause eviction protections for renters who have been in their home at least a year. That means landlords can't kick out renters following the rules of their lease unless the owner is moving in, tearing down the residence, renovating it or taking it off the rental market.

Assemblywoman Buffy Wicks (D-Oakland) pushed back at the notion the measure will hamstring landlords.

"They still have a tremendous amount of flexibility to raise the rent," Wicks said.

The measure does carve out exemptions for owners who live with their tenants, as well as owners who live in one part of a duplex and rent out the other unit. And landlords will be allowed to raise rents to market rates when a tenant moves out.

The measure is a significant political win for Newsom, who had taken a risk by backing the legislation before it had a clear path to passage. Last year, state voters shot down a ballot measure, Proposition 10, that would have strengthened local rent control policies across the state by eliminating the Costa-Hawkins Rental Housing Act, which restricts how far cities can go with rent control measures.

While the California Apartment Association said it would remain neutral on the bill, the California Association of Realtors and most of the state's Republican lawmakers opposed the measure, saying it would decrease the value of rental properties and deter developers from building more badly needed housing.

"We can build our way out of this if you allow it," said Assemblywoman Melissa Melendez (R-Lake Elsinore).

Jared Martin, president of the California Association of Realtors, said in a statement after the vote he was disappointed.

"Although we did not prevail, we remain steadfast in our commitment to overcome California's historic housing supply and affordability crisis," Martin said. "Much more work remains ahead of us, and as we have said from the beginning, REALTORS® appreciate the commitment of Gov. Gavin Newsom, Democrats and Republicans to continue working to incentivize the production of new housing for rental and sale."

But Democrats and renter advocacy groups have said the measure is necessary to stem a ballooning homelessness crisis and help families anticipate rent increases.

"Building more housing is going to take a lot of time," said Assemblyman Al Muratsuchi (D-Torrance). "And in the meantime, in my community, even in affluent parts of my district, I'm hearing more and more stories of people that can't keep up with their rents."

.....

INTRODUCED BY COUNCILMEMBER _____

CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL
ORDINANCE NO. _____ C.M.S.

AN ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE (O.M.C. 8.22.010 ET SEQ.) TO CREATE EFFICIENCY AND REDUCE APPEAL TIMES BY (1) AUTHORIZING A SINGLE APPEAL OFFICER TO HEAR SELECT APPEALS; (2) ESTABLISHING MORE STRINGENT ATTENDANCE REQUIREMENTS FOR BOARD MEMBERS; (3) LIMITING ORAL ARGUMENT TIME ON APPEALS; AND (4) REQUIRING PARTIES TO SERVE PETITIONS

WHEREAS, the City of Oakland intends to have fair and timely resolution of Rent Program cases in the interest of justice; and

WHEREAS, when petitions or appeals are not heard timely, or when appeal hearings are cancelled, it causes hardship to the public in Oakland, including to owners and tenants; and

WHEREAS, in order to minimize Rent Board and Appeal Panel meeting cancellations, it will be helpful to clarify attendance requirements for both regular and alternate Board members; and

WHEREAS, in order to resolve and prevent a backlog of cases, the use of Appeal Panel for most appeals and a single hearing officer to resolve simple appeals should be encouraged; and

WHEREAS, extended oral argument time permitted under current law limits the number of appeals the Rent Board may consider in a single meeting; and

WHEREAS, requiring parties to serve petitions would reduce processing time for petitions and reduce administrative burdens on the Rent Program;

WHEREAS, the City Council wishes to speed up the processing of petitions by owners and tenants;

WHEREAS, the City Council wishes to allow the Rent Board to consider appeals more quickly in order to resolve and prevent a backlog of appeals; and

WHEREAS, this action is exempt under the California Environmental Quality Act ("CEQA") pursuant to, but not limited to the following CEQA Guidelines: §15378 (regulatory actions), § 15061 (b)(3) (no significant environmental impact), and § 15183 (actions consistent with the general plan); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Modification of Section 8.22.040 of the Oakland Municipal Code. Section 8.22.040 of the Oakland Municipal Code is hereby amended to read as follows (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

8.22.040 - Composition and functions of the Board.

A. Composition.

1. Members. The Board shall consist of seven (7) regular members appointed pursuant to Section 601 of the City Charter. The Board shall be comprised of two (2) residential rental property owners, two (2) tenants, and three (3) persons who are neither tenants nor residential rental property owners. The Board shall also have six (6) alternate members, two (2) residential rental property owners, two (2) tenants and two (2) persons who are neither a tenants nor residential rental property owners appointed pursuant to Section 601 of the Charter. An alternate member may act at Board meetings in the absence of a regular Board member of the same category, and at Appeal Panels meetings without such an absence.
2. Appointment. A Board member is deemed appointed after confirmation by the City Council and upon taking the oath of office.
3. Board members serve without compensation.

B. Vacancies and Removal.

1. A vacancy on the Board exists whenever a Board member dies, resigns, or is removed, or whenever an appointee fails to be confirmed by the City Council within two City Council meetings of nomination by the Mayor.
2. Removal for Cause. A Board member may be removed pursuant to Section 601 of the City Charter. Among other things, conviction of a felony, misconduct, incompetency, inattention to or inability to perform duties, or absence from three consecutive meetings~~three regular meetings in a six-month period for regular members or not being available to attend more than half of Appeal Panel meetings in a six-month period for alternate members~~, except on account of illness or when absent from the city by permission of the Board, constitute cause for removal.
3. Report of Attendance. To assure participation of Board members, attendance by the members of the Board at all regularly scheduled and special meetings of the Board shall be recorded, and such record shall be provided annually to the Office of the Mayor and to the City Council.

C. Terms and Holdover.

1. Terms. Board members' terms shall be for a period of three (3) years beginning on February 12 of each year and ending on February 11 three (3)

years later. Board members shall be appointed to staggered terms so that only one-third ($\frac{1}{3}$) of the Board will have terms expiring each year, with no more than one Board member who is neither a residential rental property owner nor a tenant, and no more than one rental property owner and no more than one tenant expiring each year. Terms will commence upon the date of appointment, except that an appointment to fill a vacancy shall be for the unexpired portion of the term only. No person may serve more than two (2) consecutive full terms as a board member, nor more than two (2) consecutive full terms as an alternate. Time served as a board member shall be considered separately from time served as an alternate. For purpose of this paragraph, a full term means a full-three year term or a remainder term of more than half of a full term (one and half years).

2. Holdover. A Board member whose term has expired may remain as a Board member for up to one year following the expiration of his or her term or until a replacement is appointed whichever is earlier. The City Clerk shall notify the Mayor, the Rent Program, the Board, and affected Board member when a Board member's holdover status expires. Prior to notification by the City Clerk of the end of holdover status, a Board member may fully participate in all decisions in which such Board member participates while on holdover status and such decisions are not invalid because of the Board member's holdover status.

D. Duties and Functions.

1. Appeals. The Board, ~~or an Appeal Panel,~~ or an Appeal Officer hears appeals from decisions of hearing officers under the procedures set out in O.M.C. Section 8.22.120.
2. Regulations. The Board may develop or amend the regulations, subject to City Council approval.
3. Reports. The Board shall make such reports to the City Council or committees of the City Council as may be required by this chapter, by the City Council or City Council Committee.
4. Recommendations. The Board may make recommendations to the City Council or appropriate City Council committee pertaining to this chapter or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so.
5. Regular Meetings. The Board or an Appeal Panel shall meet regularly on ~~the second and fourth~~ Thursdays of each month unless cancelled. Rent Program staff is authorized to schedule these regular meetings either for the full Board or for an Appeal Panel.
6. Special Meetings. The Board or an Appeal Panel may meet at additional times as scheduled by the Board Chair or Rent Program staff.

E. Appeal Panels.

1. Appeal Panels shall hear appeals of Hearing Officer decisions.
2. Rent Program staff shall determine whether an appeal should be heard by an Appeal Panel, ~~or the full Board,~~ or an Appeal Officer in accordance with O.M.C. 8.22.120. ~~A party to an appeal may, however, elect not to have his/her case heard by a panel and instead to be heard by the full Board. A party may so elect by notifying the Rent Adjustment Program not more than ten (10) days after the notice of the panel hearing is mailed.~~

3. All Appeal Panel members must be present for a quorum. A majority of the Appeal Panel is required to decide an appeal.
4. Membership on an Appeal Panel is determined by Rent Program staff. Membership need not be permanent, but may be selected for each panel meeting. Appeal Panels may be comprised solely of Alternate Board Members, solely of Regular Board Members, or a combination of Regular Members and Alternate Members.

F. Appeal Officer

1. Staff may designate a single Appeal Officer to hear appeals designated in O.M.C. 8.22.120(B)(2).
2. The Appeal Officer may be a Staff person not involved in the decision appealed, a contract person hired for this purpose, or a Board member who is neither a tenant nor a residential rental property owner.

SECTION 2. Modification of Section 8.22.090 of the Oakland Municipal Code. Section 8.22.090 of the Oakland Municipal Code is hereby amended to read as follows (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

8.22.090 - Petition and response to filing procedures.

A. Tenant Petitions.

1. Tenant may file a petition regarding any of the following:
 - a. A rent increase was given that is not based on the CPI rent adjustment, banking; and/or a final decision in an owner petition;
 - b. The owner ~~set~~ an initial rent in excess of the amount permitted pursuant to Section 8.22.080 (Rent increases following vacancies);
 - c. A rent increase notice failed to comply with the requirements of Subsection 8.22.070H;
 - d. The owner failed to give the tenant a notice in compliance with Section 8.22.060 and State law;
 - e. The owner decreased housing services to the tenant;
 - f. The tenant alleges the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Subsection 8.22.070 D.6;
 - g. The owner fails to reduce rent on the month following the expiration of the amortization period for capital improvements, or to pay any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.
 - h. The owner noticed a rent increase of more than the ten (10) percent annual limit or that exceeds the rent increase limit of thirty (30) percent in five years.

- i. The petition is permitted by the Just Cause for Eviction Ordinance (Measure EE) O.M.C. 8.22.300 or its regulations.
 - j. The petition is permitted by the Ellis Act Ordinance, O.M.C. 8.22.400, or its regulations.
 - k. The tenant contests an exemption from this O.M.C. 8.22, Article I or Article II.
 - l. The tenant claims the owner has received reimbursements for any portion of cost or financing of capital improvements after a capital improvement rent increase has been approved, and has not prorated and refunded such reimbursement.
2. For a petition contesting a rent increase, the petition must be filed as follows:
 - a. If the owner provided written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy:
 - i. The petition must be filed within ninety (90) days of the date the owner serves the rent increase notice if the owner provided the RAP notice with the rent increase; or
 - ii. The petition must be filed within one hundred twenty (120) days of the date the owner serves the rent increase if the owner did not provide the RAP notice with the rent increase.
 - b. If the owner did not provide written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy, within ninety (90) days of the date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
 3. For a petition claiming decreased housing services:
 - a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (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 8.22.060.
 - b. 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 ninety (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.
 4. In order to file a petition or respond to an owner petition, a tenant must provide the following at the time of filing the petition or response:
 - a. A completed tenant petition or response on a form prescribed by the rent adjustment program;

- b. Evidence that the tenant's rent is current or that the tenant is lawfully withholding rent; and
 - c. A statement of the services that have been reduced or eliminated, if the tenant claims a decrease in housing services;
 - d. A copy of the applicable citation, if the tenant claims the rent increase need not be paid because the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Section 8.22.070D.6.
 - e. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the owner.
5. A tenant must file a response to an owner's petition within thirty (30) days of service of the notice by the rent adjustment program that an owner petition was filed.
- B. Owner Petitions and Owner Responses to Tenant Petitions.
- 1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the rent adjustment program service fee;
 - c. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
 - d. A completed response or petition on a form prescribed by the rent adjustment program; and
 - e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption.
 - f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition.
 - 2. An owner must file a response to a tenant's petition within thirty (30) days of service of the notice by the rent adjustment program that a tenant petition was filed.

SECTION 3. Modification of Section 8.22.120 of the Oakland Municipal Code. Section 8.22.120 of the Oakland Municipal Code is hereby amended to read as follows (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

8.22.120 - Appeal procedure.

A. Filing an Appeal.

1. Either party may appeal the Hearing Officer's decision, including an administrative decision, within fifteen (15) days after service of the notice of decision by filing with the Rent Adjustment Program a written notice on a form prescribed by the Rent Adjustment Program setting forth the grounds for the appeal.
2. The matter shall be set for an appeal hearing and notice thereof shall be served on the parties not less than ten days prior to such hearing.

B. Assignment of Appeals

1. Staff shall assign to the Board appeals that involve an Owner's petition seeking a certificate of exemption, a claim of exemption in response to a Tenant's petition, or other important decisions as determined by Staff.
2. Staff may assign to an Appeal Officer appeals that consist only of issues that meet all of the following criteria: (1) routine, (2) procedural; and (3) non-substantive. Examples include issues such as whether good cause exists for failing to appear at a hearing or failure to meet deadlines such as a petition deadline, a response deadline, or deadline to submit evidence. The Regulations may specify other appeals that may be assigned to an Appeal Officer.
3. Except cases required to be heard by the Board under O.M.C. 8.22.120B.1, all other cases may be assigned by Staff to either the Board or an Appeal Panel.

BC. Appeal Hearings. The following procedures shall apply to all Board and Appeal Panel appeal hearings:

1. ~~The Board or Appeal Panel~~ Appeal Body shall have a goal of hearing the appeal within thirty (30) days of filing the notice of appeal.
2. All appeal hearings conducted by the ~~Board or Appeal Panel~~ Appeal Body shall be public and recorded.
3. Any party to a hearing may be assisted by an attorney or any person so designated.
4. Appeals shall be based on the record as presented to the Hearing Officer unless the ~~Board or Appeal Panel~~ Appeal Body determines that an evidentiary hearing is required. If the ~~Board or Appeal Panel~~ Appeal Body deems an evidentiary hearing necessary, the case will be continued and the ~~Board or Appeal Panel~~ Appeal Body shall issue a written order setting forth the issues on which the parties may present evidence. All evidence submitted to the ~~Board or Appeal Panel~~ Appeal Body must be submitted under oath.
5. ~~Should the appellant fail to appear at the designated hearing, the Board or Appeal Panel~~ Appeal Body may dismiss the appeal.

5. The total argument time for each party is limited to three minutes, unless the regulations allow for more time. The Appeal Body or the chair of the Appeal Body may also modify the time limit in an individual appeal.

~~GD.~~ ~~Board or Appeal Panel~~ Appeal Body's Decision Final. The ~~Board~~ Appeal Body's decision is final. Parties cannot appeal to the City Council. Parties cannot appeal the decision of an Appeal Panel or an Appeal Officer to the full Board.

~~DE.~~ Court Review. A party may seek judicial review of a final decision of the ~~Board or Appeal Panel~~ Appeal Body pursuant to California Civil Code Section 1094.5 within the time frames set forth therein.

SECTION 4. DIRECTIONS TO RENT ADJUSTMENT BOARD. The Rent Adjustment Board shall propose changes to the Rent Adjustment Regulations to conform the regulations to the changes hereby made to the ordinance and propose such changes to the City Council within 120 days of the adoption of this Ordinance.

SECTION 5. This action is exempt under the California Environmental Quality Act ("CEQA") pursuant to, but not limited to the following CEQA Guidelines: §15378 (regulatory actions), § 15061 (b)(3) (no significant environmental impact), and § 15183 (actions consistent with the general plan).

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 7. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

Date of Attestation: _____

DRAFT

NOTICE AND DIGEST

AN ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE (O.M.C. 8.22.010 ET SEQ.) TO CREATE EFFICIENCY AND REDUCE APPEAL TIMES BY (1) AUTHORIZING A SINGLE APPEAL OFFICER TO HEAR SELECT APPEALS; (2) ESTABLISHING MORE STRINGENT ATTENDANCE REQUIREMENTS FOR BOARD MEMBERS; (3) LIMITING ORAL ARGUMENT TIME ON APPEALS; AND (4) REQUIRING PARTIES TO SERVE PETITIONS

This Ordinance amends the Rent Adjustment Ordinance to create efficiency and reduce appeal times by (1) authorizing a single appeal officer to hear select appeals; (2) establishing more stringent attendance requirements for board members; (3) limiting oral argument time on appeals; and (4) requiring parties to serve petitions

CHRONOLOGICAL CASE REPORT

Case No.: L18-0034

Case Name: Beacon Properties v. Tenants

Property Address: 401 Vernon Street, Oakland, CA


Parties:

Chris Leister	(Owner)
Aaron Young	(Agent for Owner)
Elizabeth Hart	(Owner Representative)
Tom Coleman	(Tenant)
Tennette Smith	(Tenant)
Rochelle Sanders	(Tenant)
Mark W. Bailey	(Tenant)
Simon Angelo	(Tenant)
Julian W. Carroll	(Tenant)
Jasmine Turner	(Tenant)
Joel Villegas	(Tenant)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Property Owner Petition filed	January 22, 2018
Tenant Responses filed	May 2, 2018 through May 15, 2018
Hearing Decision mailed	January 25, 2019
Tenant Appeal filed	February 13, 2019

18-0034 RC/EL

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2014 JUN 22 10 27 AM
		<p align="center"><u>PROPERTY OWNER</u> <u>PETITION FOR</u> <u>APPROVAL OF RENT</u> <u>INCREASE</u></p>

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach copies of the documents that support your petition. Before completing this petition, please read the Rent Adjustment Ordinance (Oakland Municipal Code 8.22), sections 8.22.010 through 8.22.190, and the Rent Adjustment Program Regulations.

Your Name Leapfrog Properties c/o Beacon Properties	Complete Address (with zip code) 466 40th Street Oakland, CA 94609	Daytime Telephone: 510-428-1864 E-mail:
Your Representative's Name (if any) Liz Hart c/o Rent Board Matters	Complete Address (with zip code) 1801 University Ave. # 308 Berkeley, CA 94703	Daytime Telephone: 510-813-5440 E-mail: liz@rentboardmatters.com
Property Address (If the property has more than one address, list all addresses) 401 Vernon St. Oakland, CA 94610		

Total number of units on property: 21

Date on which you acquired the building: 2014

Type of units (circle one) House Condominium **Apartment, Room, or Live-Work**

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 the tenants in each unit affected by the petition?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
On what date was the RAP Notice first given?		
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Oakland Business License number.	00101198	

<p>Have you paid the Rent Adjustment Program Service Fee (\$68 per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.) Note: If RAP fee is paid on time, the property owner may charge the tenant one-half of the \$68 per-unit RAP Service fee (\$34).</p>	<p>Yes</p>	<p>No</p>
<p>Use the table on the next page to list each tenant who is affected by this petition.</p>		

REASON(S) FOR PETITION.

Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.

You must attach organized documentation clearly showing the rent increase justification(s) and detailing the calculations to which the documentation pertains. All documents submitted to the Rent Adjustment Program become permanent additions to the file. (Regs. 8.22.090.C)

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by (check all that apply):

- Banking (Reg. App. 10.5)
- Capital Improvements (Reg. App. 10.2)
- Fair return (Reg. App. 10.6)
- Increased Housing Service Costs (Reg. App. 10.1)
- Uninsured Repair Costs (Reg. App. 10.3)

Have you ever filed a petition for this property?

- Yes
- No

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

Verification (Each petitioner must sign this section):

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

Elizabeth Hart
Owner's Signature
Representative

10/19/18
Date

Owner's Signature

Date

File Review

Your tenant(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 Tenant's Response. Copies of attachments submitted with the Response form are not sent, out, but can be reviewed in person at the Rent Adjustment Program office by calling (510) 238-3721 to schedule a file review.** 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.

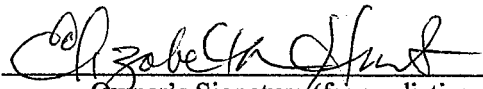
Mediation Program

If you are interested in submitting your dispute to mediation, please read the following information carefully. To request mediation, all petitioners must sign the form that follows. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both you and your tenant(s) agree and after both a petition and a response have been filed with the Rent Adjustment Program. You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. 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. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided by a Hearing Officer other than your mediator.

IF YOU WANT TO SUBMIT YOUR CASE TO MEDIATION, PLEASE CHECK THE APPROPRIATE BOX AND SIGN.

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

I agree to have my case mediated by an outside mediator (fees to be paid by the parties).



Owner's Signature (for mediation request)
Rep.



Date

Owner's Signature (for mediation request)

Date

401 Vernon Tenant Roster

Unit	Name	Rent
102	Simon Angelo	\$ 1,052.00
103	Amy Cohen	\$ 1,346.37
104	Rochelle Sanders	\$ 1,072.58
105	Jasmene Perry	\$ 1,160.42
106	Jody & Michael Shelton	\$ 1,555.50
107	Sarah Kurhajetz	\$ 1,042.00
201	Thomas Coleman	\$ 1,220.00
202	Zakiya Jendayi	\$ 1,054.00
203	Carol Miller-Baker	\$ 1,938.00
204	Paul Parmantier	\$ 1,732.00
206	Fusum Slase	\$ 2,268.00
207	Martha Ketema	\$ 1,291.88
301	Thibaut Scholasch	\$ 1,328.82
302	Evelyn Turner	\$ 1,579.00
303	Christine Black	\$ 1,925.00
304	Julian Carroll	\$ 1,046.33
305	Jason Rossi	\$ 1,667.85
306	Tenette Smith	\$ 1,723.57
401	Theresa & Mark Bailey	\$ 2,130.29

CITY OF OAKLAND - 2017 Rent Adjustment Program (RAP)

(510) 238-3704

Renew & Pay Online @ www.ftss.oaklandnet.com

Delinquent if paid after March 1, 2017

1. ACCOUNT NUMBER: 00101199	2. PARCEL: 010-0791-012-00
-----------------------------	----------------------------

3. Rental Location: 401 VERNON ST, OAKLAND, CA 94610-2964

5. Mailing Address:



JUDITH PEEPLES ET AL
16891 HALLMARK CT
CASTRO VALLEY, CA 94552-1632

o/o Beacon Properties
466 40TH ST.
Oakland, CA
94609

(510) 428-1864

6. Phone Number: ~~(510) 581-2210~~

7. Email Address: leister.carol@gmail.com

8. Total Number of Units per Alameda County Records :

21

Check the following box(es):

4a. If you are making corrections on any of the pre-printed information on Lines 5-7.

4b. If your property was sold or foreclosed: Complete Line 17

9. EXEMPTIONS CLAIMED FOR 2017 (Claim all that apply).

See instructions on reverse side for full explanation:

- a. Owner-Occupied Unit
- b. Off the Rental Housing Market (attach explanation)
- c. Motel, Hotel or Rooming House
- d. Hospital, Convent or Monastery
- e. Newly-Constructed
- f. Owner-Occupied Duplex or Triplex

Number of Exempt Units

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- 10. 0

10. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines 9a through 9f):

You may be required to show proof of exemptions.

11. NET CHARGEABLE UNITS: (Deduct Line 10 from the total units pre-printed on Line 8)

- 11. 21
- 12. 1428
- 13. 0
- 14. 0
- 15. 0
- 16. 1428

12. FEE DUE (Multiply Line 11 by \$68.00):

13. PENALTY DUE (See box to the right if paid after 3/1/2017):

14. INTEREST DUE (See box to the right if paid after 3/1/2017):

15. PRIOR AMOUNT DUE:

16. TOTAL DUE (Add Lines 12- 15):

PENALTY & INTEREST IS DUE IF PAID AFTER MARCH 1, 2017

Penalty (on service fee):
ADD 10% - if paid between 3/2/2017 and 4/1/2017 OR
ADD 25% - if paid between 4/2/2017 and 5/1/2017 OR
ADD 50% - if paid on 5/2/2017 or later Plus
Interest (on service fee + penalty):
ADD 1% per month from March 2, 2017 until paid.

17. Was this rental property sold or the activity permanently discontinued?

To close your account, complete appropriate items and remit any applicable payment. Check Box 4b (above) and complete items a. or b. (below).

- a. Rental activity was discontinued on: ___/___/___
- b. Property was sold or foreclosed on: ___/___/___

If you would like to opt out of paper correspondence please check the box and update your email address on Line 7 above.

I hereby declare, under penalty of perjury, that all information contained on this declaration is true and correct.

SIGNED: Carol Leister TITLE: co-owner DATE: 1-2-17

PAYMENT OPTIONS - YOU CAN NOW PAY ONLINE !

ONLINE: VISA, MasterCard, Discover or e-check at www.ftss.oaklandnet.com

Enter your account number: 00101199 and your personalized PIN: 425697

BY MAIL: Send one check per renewal form made payable to "City of Oakland - RAP." DO NOT SEND CASH.

IN PERSON: Cash, check or VISA, MasterCard or Discover during regular business hours (see reverse for hours & holidays).

Renew & Pay online @ www.ftss.oaklandnet.com

Petition 6 of 12

Leap 000027 6 of 110



Online Banking

Full Analysis Bus Checkng - 2691: Account Activity Transaction Details

Check number: 0000074683

Post date: 02/27/2017

Amount: -1,428.00

Type: Check

Description: Check

Merchant name: CITY OF OAKLAND RAP

Transaction category: Cash, Checks & Misc: Other Bills

Beacon Properties Trust Account 400 West Street Oakland, CA 94609 510-428-1865	Bank of America Rockridge Branch 5140 Broadway Oakland CA 94691 1636/1210	74683
--	---	-------

**** ONE THOUSAND FOUR HUNDRED TWENTY EIGHT AND 00/100 DOLLARS

TO THE ORDER OF
City of Oakland - RAP
Rent Adjustment Program

02/22/17 \$1,428.00***

Cody S. Thomas

⑆74683⑆ ⑆121000358⑆ 0560572691⑆ /0000142800⑆

<p>JP MORGAN CHASE BANK</p> <p>022817 >0746099628</p> <p>33418141 010103</p> <p>00854316 127 000000053311228</p>	<p>CR TO NMD</p> <p>PAYEE ALL</p> <p>RTS R3VD</p>
---	---

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER: 00141126

MAILING ADDRESS: 1501 VERBON STREET, OAKLAND, CA 94612-1054

BUSINESS TYPE: NIGHT REPLENISHMENT

EXPIRATION DATE: 12/31/2017

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED.

City of Oakland Capital Improvements Calculator Worksheet

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Effective Date of Rent Increase
Number of Residential Units

1-Feb-18
21

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# of Units	Allowable Cost per Unit (Pre Amortization)	Date Validation (2 years ago max)
Mailboxes purchase	7-Jul-17	\$2,959.07	\$2,071.35	21	\$98.64	OK
Mailboxes Installation	15-Sep-17	\$522.50	\$365.75	21	\$17.42	OK
Oil Timer for Elevator	21-Jul-17	\$955.00	\$668.50	21	\$31.83	OK
Subtotal			\$3,105.60		\$147.89	
Place X in box if property is mixed use.						
Residential square footage						
Other use square footage						
Percent residential use						
Total Cost Per Unit Allocated to Residential Units						\$147.89

IMPROVEMENTS LIMITED TO SPECIFIC UNITS

Total Allowable Unit-Specific Pass-through (Column D)

\$167,169.22

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# Units	Allowable Cost per Unit (Pre-Amortization)	APPLIES TO UNITS	Date Validation (2 years ago max)
						101 102 103 104 105 106 107 201 202 203 204 205 206 207 301 302	
Asbestos Testing	6-Apr-17	\$485.00	\$339.50	20	\$16.98	303 304 305 306	OK
permit fee for RB1700337	5/4/2017	\$1,284.13	\$898.89	4	\$224.72	101 201 301 106	OK
						101 102 103 104 105 106 107 201 202 203 204 205 206 207 301 302	
RB1604724 Permit fees	21-Dec-16	\$2,488.52	\$1,741.96	20	\$87.10	303 304 305 306	OK
LeisterBuilt inv. 37	14-Feb-17	\$362.50	\$253.75	3	\$84.58	101,201,301,	OK
						101 102 103 104 105 106 107 201 202 203 204 205 206 207 301 302	
LeisterBuilt inv. 72	14-Apr-17	\$388.87	\$272.21	20	\$13.61	303 304 305 306	OK
						101 102 103 104 105 106 107 201 202 203 204 205 206 207 301 302	
LeisterBuilt inv. 73	14-Apr-17	\$401.48	\$281.04	20	\$14.05	303 304 305 306	OK
						101 102 103 104 105 106 107 201 202 203 204 205 206 207 301 302	
LeisterBuilt inv. 85	28-Jul-17	\$200.00	\$140.00	20	\$7.00	303 304 305 306	OK
						101 102 103 104 105 106 107 201 202 203 204 205 206 207 301 302	
LeisterBuilt inv. 90	4-Aug-17	\$300.00	\$210.00	20	\$10.50	303 304 305 306	OK
Alfonso Valdez	25-May-17	\$5,000.00	\$3,500.00	5	\$700.00	201 202 204 205 3	OK
Kardel Scaffolding	6-Apr-17	\$7,340.00	\$5,138.00	5	\$1,027.60	201 202 204 205 3	OK
Demo Decks	25-May-17	\$29,440.00	\$20,608.00	5	\$4,121.60	201 202 204 205 3	OK
Add'l Demo	25-May-17	\$4,200.00	\$2,940.00	2	\$1,470.00	201 301	OK
Add'l framing	25-May-17	3700	\$2,590.00	2	\$1,295.00	201 301	OK
New flashing saddles	25-May-17	4560	\$3,192.00	5	\$638.40	201 202 204 205 3	OK
built new concrete deck	25-May-17	16800	\$11,760.00	5	\$2,352.00	201 202 204 205 3	OK
new waterproof membranes	25-May-17	7700	\$5,390.00	5	\$1,078.00	201 202 204 205 3	OK
power-wash, 2 coats new pain	25-May-17	21400	\$14,980.00	15	\$998.67		OK
shore up new decks	25-May-17	8550	\$5,985.00	5	\$1,197.00	201 202 204 205 3	OK
replaced Slider's pan w/ new	25-May-17	4155	\$2,908.50	1	\$2,908.50		OK
beattle infestation	25-May-17	15040	\$10,528.00	3	\$3,509.33		OK
stucco / paint	25-May-17	20900	\$14,630.00	5	\$2,926.00	201 202 204 205 3	OK
replace 16 posts	25-May-17	10800	\$7,560.00	4	\$1,890.00	206 207 305 306	OK
replace 4 posts	25-May-17	2700	\$1,890.00	4	\$472.50	203 204 205 304	OK
new sliding doors	25-May-17	30565	\$21,395.50	3	\$7,131.83	201 202 301	OK
new deck drains	25-May-17	2835	\$1,984.50	3	\$661.50	201 202 301	OK
new header to remedy dry rot	25-May-17	6465	\$4,525.50	1	\$4,525.50	201	OK
reframe at Slider to remedy dr	25-May-17	400	\$280.00	1	\$280.00	301	OK
front facia	25-May-17	960	\$672.00	2	\$336.00	201 301	OK
new drywall at Slider	25-May-17	4750	\$3,325.00	3	\$1,108.33	101 201 301	OK
permit inspections	25-May-17	440	\$308.00	5	\$61.60	201 202 204 205 3	OK

201 202 203 204
205 206 207 301
302 303 304 305

new soffit vents	25-May-17	2310	\$1,617.00	13	\$124.38	306	OK
new coating on new concrete	25-May-17	3400	\$2,380.00	5	\$476.00	201 202 204 205 301	OK
hauling & dumping- pro-rata s	25-May-17	\$352.15	\$246.51	1	\$246.51	101	OK
hauling & dumping- pro-rata s	25-May-17	\$38.64	\$27.05	1	\$27.05	102	OK
hauling & dumping- pro-rata s	25-May-17	\$38.64	\$27.05	1	\$27.05	103	OK
hauling & dumping- pro-rata s	25-May-17	\$38.64	\$27.05	1	\$27.05	104	OK
hauling & dumping- pro-rata s	25-May-17	\$38.64	\$27.05	1	\$27.05	105	OK
hauling & dumping- pro-rata s	25-May-17	\$38.64	\$27.05	1	\$27.05	106	OK
hauling & dumping- pro-rata s	25-May-17	\$38.64	\$27.05	1	\$27.05	107	OK
hauling & dumping- pro-rata s	25-May-17	\$1,277.81	\$894.47	1	\$894.47	201	OK
hauling & dumping- pro-rata s	25-May-17	\$784.80	\$549.36	1	\$549.36	202	OK
hauling & dumping- pro-rata s	25-May-17	\$61.35	\$42.95	1	\$42.95	203	OK
hauling & dumping- pro-rata s	25-May-17	\$551.37	\$385.96	1	\$385.96	204	OK
hauling & dumping- pro-rata s	25-May-17	\$551.37	\$385.96	1	\$385.96	205	OK
hauling & dumping- pro-rata s	25-May-17	\$115.28	\$80.70	1	\$80.70	206	OK
hauling & dumping- pro-rata s	25-May-17	\$115.28	\$80.70	1	\$80.70	207	OK
hauling & dumping- pro-rata s	25-May-17	\$1,170.08	\$819.06	1	\$819.06	301	OK
hauling & dumping- pro-rata s	25-May-17	\$43.37	\$30.36	1	\$30.36	302	OK
hauling & dumping- pro-rata s	25-May-17	\$43.37	\$30.36	1	\$30.36	303	OK
hauling & dumping- pro-rata s	25-May-17	\$61.35	\$42.95	1	\$42.95	304	OK
hauling & dumping- pro-rata s	25-May-17	\$115.28	\$80.70	1	\$80.70	305	OK
hauling & dumping- pro-rata s	25-May-17	\$115.28	\$80.70	1	\$80.70	306	OK
Project mngt - pro-rata share	25-May-17	\$812.82	\$568.97	1	\$568.97	101	OK
Project mngt - pro-rata share	25-May-17	\$89.19	\$62.43	1	\$62.43	102	OK
Project mngt - pro-rata share	25-May-17	\$89.19	\$62.43	1	\$62.43	103	OK
Project mngt - pro-rata share	25-May-17	\$89.19	\$62.43	1	\$62.43	104	OK
Project mngt - pro-rata share	25-May-17	\$89.19	\$62.43	1	\$62.43	105	OK
Project mngt - pro-rata share	25-May-17	\$89.19	\$62.43	1	\$62.43	106	OK
Project mngt - pro-rata share	25-May-17	\$89.19	\$62.43	1	\$62.43	107	OK
Project mngt - pro-rata share	25-May-17	\$2,949.41	\$2,064.59	1	\$2,064.59	201	OK
Project mngt - pro-rata share	25-May-17	\$1,811.46	\$1,268.02	1	\$1,268.02	202	OK
Project mngt - pro-rata share	25-May-17	\$141.61	\$99.13	1	\$99.13	203	OK
Project mngt - pro-rata share	25-May-17	\$1,272.65	\$890.86	1	\$890.86	204	OK
Project mngt - pro-rata share	25-May-17	\$1,272.65	\$890.86	1	\$890.86	205	OK
Project mngt - pro-rata share	25-May-17	\$266.09	\$186.26	1	\$186.26	206	OK
Project mngt - pro-rata share	25-May-17	\$266.09	\$186.26	1	\$186.26	207	OK
Project mngt - pro-rata share	25-May-17	\$2,700.76	\$1,890.53	1	\$1,890.53	301	OK
Project mngt - pro-rata share	25-May-17	\$100.11	\$70.08	1	\$70.08	302	OK
Project mngt - pro-rata share	25-May-17	\$100.11	\$70.08	1	\$70.08	303	OK
Project mngt - pro-rata share	25-May-17	\$141.61	\$99.13	1	\$99.13	304	OK
Project mngt - pro-rata share	25-May-17	\$266.09	\$186.26	1	\$186.26	305	OK
Project mngt - pro-rata share	25-May-17	\$266.09	\$186.26	1	\$186.26	306	OK

Totals \$167,169.22

AMORTIZATION

Sum of Unit Specific Costs (Column D below): \$167,169.22

Amortization data entry is incorrect (Sum of Column D below must equal Total Allowable Unit Specific Pass-through)

Unit	Current Rent	Building Wide Pass through	Unit Specific Pass-through	Total Pass through on Unit	Years to Amortize (5 yrs min)	Allowable Increase \$	Increase % (must be 10% or less)
101	\$1,135.29	\$147.89	\$10,491.69	\$10,639.58	8	\$110.83	9.76%
102	\$1,052.00	\$147.89	\$1,237.39	\$1,385.28	5	\$23.09	2.19%
103	\$1,346.37	\$147.89	\$1,237.39	\$1,385.28	5	\$23.09	1.71%
104	\$1,072.58	\$147.89	\$1,237.39	\$1,385.28	5	\$23.09	2.15%
105	\$1,160.42	\$147.89	\$1,237.39	\$1,385.28	5	\$23.09	1.99%
106	\$1,555.50	\$147.89	\$1,525.54	\$1,673.43	5	\$27.89	1.79%
107	\$1,042.00	\$147.89	\$1,237.39	\$1,385.28	5	\$23.09	2.22%

201	\$1,220.00	\$147.89	\$37,665.19	\$37,813.08	26	\$121.20	9.93%
202	\$1,054.00	\$147.89	\$23,277.19	\$23,425.08	19	\$102.74	9.75%
203	\$1,938.00	\$147.89	\$1,886.87	\$2,034.76	5	\$33.91	1.75%
204	\$1,732.00	\$147.89	\$16,601.14	\$16,749.03	9	\$155.08	8.95%
205	\$0.00	\$147.89	\$16,601.14	\$16,749.03			
206	\$2,268.00	\$147.89	\$3,429.24	\$3,577.13	5	\$59.62	2.63%
207	\$1,291.88	\$147.89	\$3,429.24	\$3,577.13	5	\$59.62	4.61%
301	\$1,328.82	\$147.89	\$34,584.22	\$34,732.11	22	\$131.56	9.90%
302	\$1,579.00	\$147.89	\$1,372.73	\$1,520.62	5	\$25.34	1.61%
303	\$1,925.00	\$147.89	\$1,372.73	\$1,520.62	5	\$25.34	1.32%
304	\$1,046.33	\$147.89	\$1,886.87	\$2,034.76	5	\$33.91	3.24%
305	\$1,667.85	\$147.89	\$3,429.24	\$3,577.13	5	\$59.62	3.57%
306	\$1,723.57	\$147.89	\$3,429.24	\$3,577.13	5	\$59.62	3.46%
401	\$2,130.29	\$147.89	\$0.00	\$147.89	5	\$2.46	0.12%
Totals			\$167,169.22				

PC

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2010 MAY -2 PM 1:40

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Mark & Theresa Bailey	Complete Address (with Zip Code) 401 Vernon St. Apt 401 Oakland, CA 94610	Telephone (510) 388 6277
Your Representative's Name SELF	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 21

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: October 19, 2011

Date you moved into this unit: 11/01/2011

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No

Initial Rent: \$ 1,895

Initial rent included (please check all that apply)

() Gas () Electricity (X) Water (X) Garbage (X) Parking () Storage () Cable TV (X) Other

(if other please specify)

Stainless-steel mailbox

*CONST
RESIDENTS
#401*

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants 4/10/2018

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

000034

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
	11/1/2016	\$ 2068.76	\$ 2130.29	Yes X	No
	11/1/2015	\$ 2030.00	\$ 2068.76	Yes X	No
	11/1/2014	\$ 1990.00	\$ 2030.00	Yes X	No
	11/1/2013	\$ 1950.00	\$ 1990.00	Yes X	No
	11/1/2012	\$ 1895.00	\$ 1950.00	Yes X	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

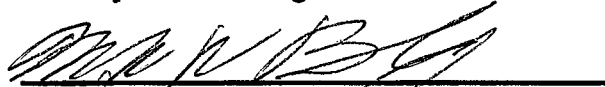
Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

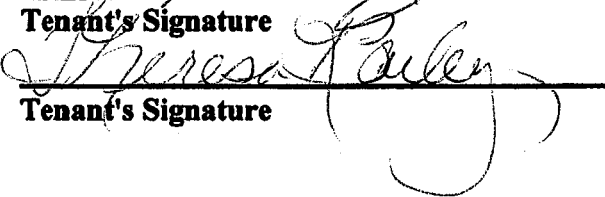
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



Tenant's Signature

5/1/2018

Date



Tenant's Signature

5/1/2018

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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.

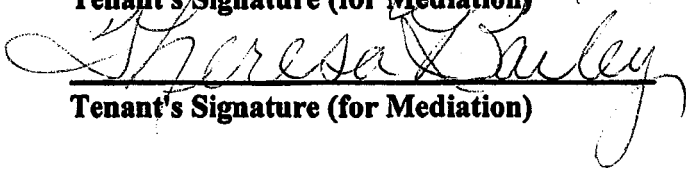
If you want to schedule your case for mediation, sign below.

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



Tenant's Signature (for Mediation)

5/1/2018
Date



Tenant's Signature (for Mediation)

5/1/2018
Date

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

THERESA & MARK BAILEY 401 VERNON #401

Initial move-in date	1-Nov-2011	MUST FILL IN D9, D10, D11 and D14
Effective date of increase	1-Dec-2016	
Current rent (before increase and without prior cap. improve pass-through)	\$2,030.00	
Prior cap. imp. pass-through	\$ 23.76	
Date calculation begins	1-Nov-2011	
Base rent when calc. begins	\$1,895.00	

Case No.:	<input type="text"/>	CHANGE YELLOW CELLS ONLY
Unit:	<input type="text"/>	

If the planned increase includes other than banking put an X in the box →

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs Increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
11/1/2016				2.0%	\$ 41.30	\$ 2,106.53
11/1/2015				1.7%	\$ 34.52	\$ 2,065.22
11/1/2014				1.9%	\$ 37.86	\$ 2,030.70
11/1/2013				2.1%	\$ 40.99	\$ 1,992.84
11/1/2012				3.0%	\$ 56.85	\$ 1,951.85
11/1/2011				-	-	\$1,895

Calculation of Limit on Increase

Prior base rent	\$2,030.00
Banking limit this year (3 x current CPI and not more than 10%)	6.0%
Banking available this year	\$ 76.53
Banking this year + base rent	\$ 2,106.53
Prior capital improvements recovery	\$ 23.76
Rent celling w/o other new increases	\$ 2,130.29

Notes:


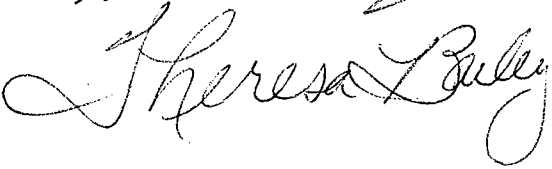
1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return Increases include all past annual CPI adjustments.
5. An increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Attachment to:

L18-0034 Tenant response from Mark and Theresa Bailey, unit 401

The claimed improvements made to various units at the subject property does not include any invoices relating to unit 401, aside from the invoice for the new mailboxes. Our old stainless-steel mailbox was fine and remained serviceable. The new mailbox in the lobby will easily last 50 years and should be expected to be virtually maintenance free. It is not justifiable that I should have to buy the landlord's new mailbox. It is unreasonable to believe that current and future potential tenants will consider this property with the view that the mailbox makes any difference what so ever. Nobody moves into or out of a place because of the mailbox. Anybody can understand that the mailbox is something that the landlord provides with the property.

In summary for unit 401 the claimed improvements are not shown or justified.

 5/1/2018
 5/1/2018

000038

2018 MAY -3 PM 3:52

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name SIMON ANGELO	Complete Address (with Zip Code) 401 VERNON ST #102 OAKLAND CA 94610	Telephone (510) 338-6019
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 1

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 3/01/11

Date you moved into this unit: 3/01/11

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No

Initial Rent: \$ 1052

Initial rent included (please check all that apply)

() Gas () Electricity Water () Garbage Parking () Storage () Cable TV () Other
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants _____

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

TENANT
RESPONSE
IRT# 102

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
4/09/18	WAITING FOR HEARING	\$	\$	Yes	No
8/01/16		\$1028	\$1052	Yes	No
3/01/11		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.

Simon Augusto

Tenant's Signature

5/3/18

Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

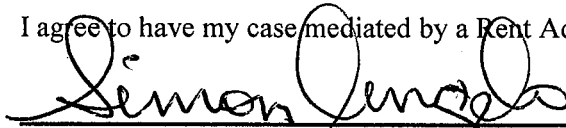
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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).

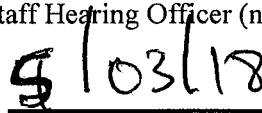
The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.

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



Tenant's Signature (for Mediation)



Date

Tenant's Signature (for Mediation)

Date

Date: 08/25/2016

To: Simon Angelo
And all others in possession of the premises located at:

401 Vernon St, #102
Oakland, CA 94610

NOTICE OF CHANGE IN TERMS OF TENANCY(RENT)

You are hereby notified, in accordance with Civil Code Section 827, that the terms of tenancy under which you occupy the above-described premises are to be changed.

Effective 10/01/2016, your rent will be increased from \$1,031.52 per month to \$1,052.00 per month, which is payable in advance on the first day of each month.

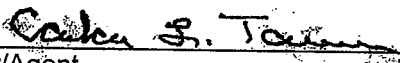
If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

Except as herein provided, all other terms of your tenancy shall remain in full force. Payment may be made to Owner/Agent at the following address: 466 40th St, Oakland CA 94609

Telephone number for above address: 510-428-1864

Payments made in person may be delivered to Owner/Agent between the hours of 9:30 am and 4:30 pm on the following days of the week: Monday through Friday.

OAKLAND RENT ADJUSTMENT PROGRAM NOTICE IS ENCLOSED



Owner/Agent

Beacon Properties
466 40th St
Oakland, CA 94609

(510) 428-1864

000042

RECEIVED

MAY - 3 2018

Please call or email if you have any questions.

RENT ADJUSTMENT PROGRAM OAKLAND

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

martha.kefema4@gmail

(408) 603-4364

Thank you!

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Form with fields for Your Name, Complete Address, Telephone, and Your Representative's Name.

Number of Units on the parcel: 21

Are you current on your rent? Yes [checked] No

Rental History:

Date you entered into the Rental Agreement for this unit: 10/2012

Date you moved into this unit: 10/2012

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No [checked]

Initial Rent: \$

Initial rent included (please check all that apply)

- Gas () Electricity (x) Water (x) Garbage (x) Parking () Storage () Cable TV () Other ()

TENANT RESPONSE Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

ABT-#207 Yes [checked] No

Please list the date you first received the Notice to Tenants 4/20/2018

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

Contested Justification(s) for Rent

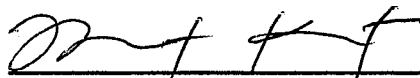
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- | | |
|--|-----------------------------------|
| Banking | Debt Service |
| Capital Improvements | Uninsured Repair Costs |
| Increased Housing Service Costs | Constitutional Fair Return |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.



 Tenant's Signature

5/2/2018

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

Did not make all listed repairs.

File Review

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

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

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

MEDIATION PROGRAM

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

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).

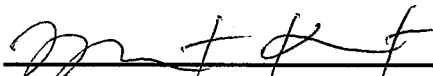
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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



Tenant's Signature (for Mediation)

5/2/2018

Date

Tenant's Signature (for Mediation)

Date

RECEIVED

MAY -9 2018

RENT ADJUSTMENT PROGRAM

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

RENT ADJUSTMENT PROGRAM
OAKLAND

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Form with 2 rows and 3 columns: Your Name, Complete Address (with Zip Code), Telephone. Row 1: Tenette Smith, 401 Vernon St. #306, Oakland, CA 94610, 209-484-0214. Row 2: N/A, N/A, N/A.

Number of Units on the parcel: 1

Are you current on your rent? Yes [checked] No

Rental History:

Date you entered into the Rental Agreement for this unit: 7/28/2012

Date you moved into this unit: 8/7/2012

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No [checked]

Initial Rent: \$1575.00

Initial rent included (please check all that apply)

- () Gas () Electricity (x) Water (x) Garbage (x) Parking () Storage () Cable TV () Other (if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes [checked] No

Please list the date you first received the Notice to Tenants 7/20/2012

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

TENANT RESPONSE APT. #306

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
8/20/13	10/01/13	\$ 1575	\$ 1608	Yes	No ✓
~8/7/14	~9/7/14	\$	\$ 1638.63	Yes	No
~8/7/15	~9/7/15	\$	\$ 1666.49	Yes	No
10/24/110	12/01/14	\$ 1662.91	\$ 1723.57	Yes	No ✓
		\$	\$	Yes	No
		\$	\$	Yes	No
* where indicated, some #s & dates are estimates *		\$	\$	Yes	No

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

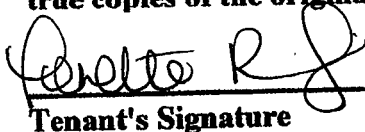
**Banking
Capital Improvements
Increased Housing Service Costs**

**Debt Service
Uninsured Repair Costs
Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.



Tenant's Signature

4-27-18

Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

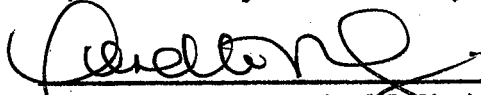
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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



Tenant's Signature (for Mediation)

4/27/18

Date

* Only if non-binding *

Tenant's Signature (for Mediation)

Date

Tenant Response to Property Owner Petition for Approval of Rent Increase

Basis for Contesting Proposed Increase

Case #L18-0034

401 Vernon St. Oakland, CA 94610 Apt. 306

My name is Tenette Smith and I am a tenant at 401 Vernon St. in Apartment 306. I am contesting the proposed increase for the reasons set forth below and join in any arguments submitted by other tenants of 401 Vernon St.

Arguments Against Increase:

1. **No Amount Specified:** The property owner has not set forth a proposed increase amount for tenants to respond to. This information is necessary to be able to properly respond to the owner's requests and accurately respond to their claimed need for an increase. Without this information I am unable to obtain accurate advice about this matter.
2. **No documentation regarding purchase, discounts, and known issues/repairs:** Leapfrog Properties has failed to provide documentation or information related to the purchase of the property. Specifically, the owner has not provided documents and contracts that show that the requested repairs were not known to them at the time of purchase. Additionally, it has not provided information that shows that the owners did not receive any benefit or discount due to known repairs. If the owners were aware of such repairs and received a discount or benefit during the purchase then any additional money from the tenants would be a windfall. Owners have also failed to show whether or not the property was purchased "as-is" in which case the owners should not be able to pass on financial burdens that it assumed to its tenants.
3. **Mailboxes:** Owners were aware of need for replacement during purchase of property. Should not be passed on to tenants. If it is passed on to tenants they should be amortized for a 20 year period. Additionally, if this is standard wear and tear that should be accounted for from regular rent payments, this again should not be a repair that is passed down to tenants.

4. **Deck Repairs:** There is no information about what the basis of the repairs is and whether or not insurance paid for any portion of these repairs or if a claim was event submitted. This was a possible known repair at the time of purchase that owner's should assume and not pass down to tenants.
5. **Increased Rent, Lack of Requests, & Normal Wear & Tear:** My rent has increased consistently since I have been a tenant. The increased rent from all the units is sufficient to cover any additional costs of wear and tear. Additionally, it is not the tenants responsibility to pay for all such repairs that are due to normal wear and tear which should be accounted for in money received from normal rent payments. Finally, I have not made requests for any significant repairs and few minor repairs during my 6 year tenancy at 401 Vernon St. The money that was allocated for such repairs but not utilized should have been allocated for the expenses that are now being claimed by the owners.

Rent Adjustment Program



Rush, Esther K. v

RECEIVED

MAY 10 2018

RENT ADJUSTMENT PROGRAM
OAKLAND

Housing and
Community
Development

Tenant Response

Case
Management

Case Number **L18-0034**
Rental Address 401 Vernon Street *Apt. # 104*
Response From **Rochelle Sanders**

Print/Oracle
BI

Resources

Public
Dashboard

Back Office

Rental Information	Parties
Type of unit you rent	Apartment, Room or Live-work
When did you move into the unit?	
Are you current on your rent?	
Total number of units	21
Please explain why the property owner is not entitled to the proposed increase.	Beacon properties in on occasions; entered my unit with out my permission to where I had to threaten to call the police. They have used my patio as a storage unit during construction, which was very inconvenient. They didn't give me a rent adjustment for it when I inquired about it. in addition, a few of my maintenance request have taken over a month to resolve. They have put us in a financial hardship when the building had the fire a few years ago and totally inconvenienced us during that time the after math repairs. I can go on and on and I have emails to back up what I am stating.
When did you enter into the rental agreement for this unit?	
When did you move into the unit?	
Initial monthly rent	925
When did the property owner first provide you with the RAP Notice, a written notice of the existence of the Rent Adjustment Program?	
I was given a RAP NOTICE by my property owner.	No

APT#104

Rent Adjustment Program



Rush, Esther K. ▾

Housing and
Community
Development

Monthly rent increase To 970

Date increase goes into effect

Case
Management

Print/Oracle
BI

Resources

Public
Dashboard

Back Office

For more information regarding the Rent Adjustment Program, Please contact: City of Oakland, Rent Adjustment Program, Dalziel Building 250 Frank H. Ogawa Plaza Suite - 5313 Tel: (510) 238-3721

Rent Adjustment Program



Rush, Esther K.

RECEIVED

MAY 10 2018

RENT ADJUSTMENT PROGRAM
OAKLAND

Housing and
Community
Development

Tenant Response

Case
Management

Case Number **L18-0034**

Rental Address 401 Vernon Street *Apt. # 305*

Response From **Jason Rossi**

Print/Oracle
BI

Resources

Public
Dashboard

Back Office

Rental Information

Parties

Type of unit you rent Apartment, Room or Live-work

When did you move into the unit?

Are you current on your rent?

Total number of units 21

Please explain why the property owner is not entitled to the proposed increase.

A lot of the "improvements" cited were really basic maintenance and to keep the place up and running as well as safe. An example is the mailbox expenditure. There were a few tenants(myself included) that had their mail stolen with the old mail boxes on different occasions. I know that I had my credit card stole twice now with the mail boxes (once in the old mailbox and once in the new), and my mail box was cleared out a few times outside of the known thefts. Providing decent mailboxes that people can't easily break into shouldn't be considered a great improvement which justifies increasing rent.

I think the only other "improvements" that they did to my specific apartment is fix the leak in my kitchen ceiling and strengthen my deck. Both of these things fall into the basic safety and maintenance of a building, and it really doesn't seem like a justification for a rent increase.

When did you enter into the rental agreement for this unit?

When did you move into the unit?

Initial monthly rent 1475

APT # 305

000053

Rent Adjustment Program



Rush, Esther K. ▾

- Housing and Community Development
- Case Management
- Print/Oracle BI
- Resources
- Public Dashboard
- Back Office

existence of the Rent Adjustment Program?

I was given a RAP NOTICE by my property owner. No

Date you received the notice

Monthly rent increase From 0

Monthly rent increase To 0

Date increase goes into effect

For more information regarding the Rent Adjustment Program, Please contact: City of Oakland, Rent Adjustment Program, Dalziel Building 250 Frank H. Ogawa Plaza Suite - 5313 Tel: (510) 238-3721

2018 MAY 10 PM 1:13

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER: 18-0084

TENANT RESPONSE/CONTESTING RENT INCREASE

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

Your Name <u>CAROL M. WALKER-BAKER</u>	Complete Address (with zip code) & telephone <u>401 W. 90th St. #203 Oakland CA 94616-1305 Home</u>
Your Representative's Name	Complete Address (with zip code) & telephone

Number of Units on the parcel: 1
Are you current on your rent? Yes No

Rental History

Date you entered into the Rental Agreement for this unit: 10/11/2015
Date you moved into this unit: 11/11/2015

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

Initial Rent: 1900 (please check all that apply)
 Gas Electricity Water Garbage Parking Storage Other
(if other please specify)

Did you receive the City of Oakland Notice to Inform Cases for Rent Adjustment Program as required by the ordinance for this unit?
Yes No

Please list the date you first received the Notice to Inform Cases for Rent Adjustment Program: 4/10/18

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

Tenant
Response
abt. # 207

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
	10/1/2016	\$1982	\$1982	<input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> No

Contested Justification(s) for Rent:

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Rent Return requirements.

- Banking
- Capital Improvements
- Increased Housing Service Costs
- Debt Service
- Uninsured Repair Costs
- Constitutional Rent Return

For the detailed text of these justifications see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland website. The proposed owner has the burden of proving the contested rent increase is justified.

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 in fact of the documents attached hereto are true copies of the originals.

Andru B...

Tenant's Signature

5/10/18

Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within 30 days of the date generated by Oakland Municipal Code Chapter 8.22, City of Oakland Housing Ordinance and Rent & Reduction Board, 1275 Building, 250 Frank St. (City and County of Oakland, CA 94612). For more information please call 510.243.3721.

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

5/16

CITY OF OAKLAND RENT ADJUSTMENT PROPOSAL

I DO NOT BELIEVE THAT I SHOULD RECEIVE
AN INCREASE IN RENT BECAUSE I PAY
ONE OF THE HIGHEST RENTS FOR A 1 BEDROOM
APARTMENT IN THIS BUILDING. I PAY CLOSE TO DOUBLE
WHAT MOST TENANTS ARE CHARGED. IT WOULD
BE UNFAIR FOR ME TO BE ASSESSED THE IMPROVEMENTS
BECAUSE I PAY MARKET VALUE CURRENTLY.

MY APARTMENT CARETA IS 19 YEARS OLD AND WORN.

MY UNIT HAD MINOR REPAIRS ON THE BALCONY.
IT WAS ONLY PAINTED & SEALED WHICH WOULD BE A
NORMAL BUSINESS OPERATING EXPENSE.

Repairs require multiple requests.

CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2018 MAY 10 AM 8:37

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Rochelle Sanders</i>	Complete Address (with Zip Code) <i>401 Vernon St. #104 Oakland CA 94610</i>	Telephone <i>(510) 677-9757</i>
Your Representative's Name <i>Tenette Smith</i>	Complete Address (with Zip Code) <i>555 seventh st. San Francisco CA, 94105</i>	Telephone <i>(415) 734-3170</i>

Number of Units on the parcel: _____

Are you current on your rent? Yes No _____

Rental History:

Date you entered into the Rental Agreement for this unit: 7/10/10

Date you moved into this unit: 7/10/10

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes _____ No

Initial Rent: \$ 925.00

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage () Parking () Storage () Cable TV () Other
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No _____

Please list the date you first received the Notice to Tenants _____

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

TENANT
RESPONSE
APT. #104

000058

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
	7/10/10	\$ 925.00	\$	Yes <input checked="" type="checkbox"/> No
	10/1/12	\$ 925.00	\$ 970.00	Yes <input checked="" type="checkbox"/> No
	10/1/13	\$ 970.00	\$ 990.00	Yes <input checked="" type="checkbox"/> No
	10/1/15	\$ 990.00	\$ 1032.57	Yes <input checked="" type="checkbox"/> No
	10/1/16	\$ 1032.57	\$ 1072.50	Yes <input checked="" type="checkbox"/> No
		\$	\$	Yes <input type="checkbox"/> No
		\$	\$	Yes <input type="checkbox"/> No

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

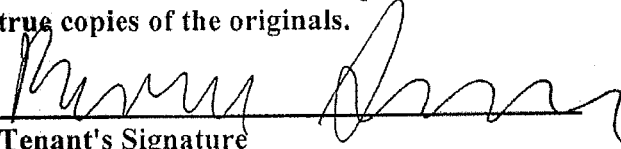
Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.



 Tenant's Signature

5/1/18

 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

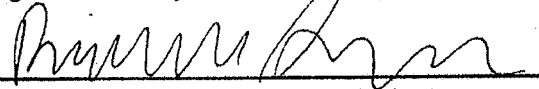
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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



Tenant's Signature (for Mediation)

5/11/18

Date

Tenant's Signature (for Mediation)

Date

2018 MAY 10 PM 1:13

RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <u>TOM COLEMAN</u>	Complete Address (with Zip Code) <u>401 VERNON ST APT 201 OAKLAND, CA 94610-2913</u>	Telephone <u>(415) 827-8113</u>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 21

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: Feb 2005

Date you moved into this unit: Feb 2005

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No

Initial Rent: \$ 975.00

Initial rent included (please check all that apply)

Gas Electricity Water Garbage Parking Storage Cable TV Other
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants 11/5/2016

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

TENANT
RESPONSE

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?
		From	To	
unknown - letter undated	10/1/07	\$ 975	\$ 1005.00	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/21/08	10/1/08	\$ 1005	\$ 1035	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4/27/12	6/1/12	\$ 1035	\$ 1075	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4/15/13	6/1/13	\$ 1075	\$ 1107	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/31/15	10/1/15	\$ 1107	\$ 1175.04	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/25/16	10/1/16	\$ 1175.04	\$ 1220	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking
Capital Improvements
Increased Housing Service Costs

Debt Service
Uninsured Repair Costs
Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.

Tom Cohen
Tenant's Signature

5/10/2018
Date

Tenant's Signature

Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date

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

May 10, 2018

Dear Mr. Costa:

On April 6, 2018, a notice from your office was received in regards to the Rent Adjustment Program for the 401 Vernon Street, Oakland, CA 94610 apartment building. As the tenant of Apartment 201, I am writing to contest the rent increase to my apartment.

The Rent is listed to be increased an additional \$121.20 for 26 Years.

Regulations Section 10.0 reads:

"To justify a rent increase for capital improvements expenditures or uninsured repair expense the landlord must provide copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid."

While the documents enclosed showed that the incurred costs were paid, it's the "uninsured repair expense" that I am concerned about.

For the mailboxes, the original mailboxes were damaged. It's very possible that the mailboxes could have been submitted for an insurance claim. Any additional costs for the new mailboxes could have had that money applied. I would also argue the value of the improvement as the mailboxes were robbed. This resulted in a check stolen from me that has taken some time to recover.
(Postal Claim Case ID: 137328154)

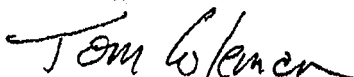
For the decks, it's hard to believe that Beacon hasn't or won't submit a claim against the fire that occurred in Apartment 202. It was necessary to replace windows, and it stands to reason that the decks suffered as well.

As the burden of proof is on Beacon Properties, I would expect there to be some type of claim denial from the insurance company which clearly shows that the cost was completely incurred by Beacon. My fear is that Beacon could submit a claim after the rent increase. We the Tenants would be blind to the monetization of such an action.

Lastly, I noticed in the last document, there was an email exchange about Permit B1604724. The documentation was submitted regarding its payment. The original payment was \$347.48 on 9/29/2016. It looks like there was an additional \$2,141.04 charged on 12/21/2016. I do not feel this charge should be passed through as it is not the fault of the residents that this permit expired. If this was a mistake of Mike Leister of Leisterbuilt, he should be responsible for the cost.

Thank you for taking the time to review my letter and any documentation surrounding its contents. Please let me know if you have any questions, comments or concerns.

Sincerely,



Tom Coleman
401 Vernon Street Apt 201
Oakland, CA 94610-2913

000064

Rent Adjustment Program



Rush, Esther K. ✓

Housing and Community Development

Case Management

Print/Oracle BI

Resources

Public Dashboard

Back Office

Tenant Response

RECEIVED

MAY 11 2018

RENT ADJUSTMENT PROGRAM OAKLAND

Case Number **L18-0034**
 Rental Address 401 Vernon Street *Apt. #105*
 Response From **Jasmene Perry**

Rental Information		Parties
Type of unit you rent	Apartment, Room or Live-work	
When did you move into the unit?	10-02-2013	
Are you current on your rent?	Yes	
Total number of units	21	
Please explain why the property owner is not entitled to the proposed increase.	<p>I am contesting this petition for the following:</p> <ul style="list-style-type: none"> -Management is not transparent on the amount the rent shall be increased. -Management has not disclosed units that benefited from work. -Renovations and repairs completed on the property were likely claimed in the insurance claim caused by the building fire. Thus, a rent increase would result in unjust enrichment to the owner. -Rent increase will cause an unjust economic hardship. 	
When did you enter into the rental agreement for this unit?	09-02-2013	
When did you move into the unit?	10-02-2013	
Initial monthly rent	1050	
When did the property owner first provide you with the RAP Notice, a written notice of the existence of the Rent Adjustment Program?	4-5-2018	
I was given a RAP NOTICE by my property owner.	No	
Date you received the notice		

APT. # 105

Rent Adjustment Program



Rush, Esther K. ▾

Date increase goes into effect

For more information regarding the Rent Adjustment Program, Please contact: City of Oakland, Rent Adjustment Program, Dalziel Building 250 Frank H. Ogawa Plaza Suite - 5313 Tel: (510) 238-3721

Housing and
Community
Development


Case
Management

Print/Oracle
BI

Resources

Public
Dashboard

Back Office

 <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721</p>	For date stamp P# 4: 19
	<p align="center"><u>TENANT RESPONSE</u></p>

CASE NUMBER: L18-0034

Please fill out this form as completely as you can. Failure to provide needed information may result in your response being rejected or delayed.

Your Name Amy Cohen	Complete Address (with Zip Code) 401 Vernon St. #103 Oakland, CA 94610	Telephone: 847-707-7488 Email: cohen.amy.e@gmail.com
Your Representative's Name	Complete Address (with Zip Code)	Telephone Email:

Are you current on your rent? Yes 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.)

What are your reasons for contesting the proposed rent increase or exemption? Attached additional sheets if necessary. If you are contesting a petition that includes a banking increase, you must complete rental history on the next page. For decreased housing services, you need to file a separate tenant petition.

Section 10.2.3 in Appendix A of Rent Adjustment Board Regulations states that items determined to be capital improvements pursuant to Section 10.2.2 shall be amortized over the useful life of the improvement as set out in the Amortization Schedule (Exhibit 1 in Appendix A). This schedule shows that mailboxes amortize over 10 years; the owner's petition calculates the allowable increase costs using only a 5 year schedule. It is also unclear how the owners are classifying improvements to the deck - the lion's share of the petition's allowable costs. According to the previously-mentioned Exhibit 1, any structural repair or retrofitting amortizes over a minimum of 10 years; paving, stucco, sidewalks/walkways, and plastering amortize over 10 years. As such, the 5 year amortization schedule used to justify allowable rental increases in petition L18-0034 is far too short. [Continued on Attachment 1]

TENANT
RESPONSE
APT # 103

Rental History

Date you moved into this unit: 6/15/13

Initial rent: \$1,250

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?

- Yes No

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL ADJUSTMENT PROGRAM (RAP Notice) at any time during your tenancy in this unit?

- Yes No

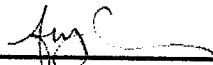
Please list the date you first received the RAP Notice. 8/26/15

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

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased From	Rent Increased To
Unknown	10/1/16	\$ 1,323.76	\$ 1,346.37
8/26/15	10/1/15	\$ 1,250.00	\$ 1,323.76
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

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.



Tenant's Signature

5/10/18

Date

Tenant's Signature

Date

ATTACHMENT 1
Tenant Response to Case Number L18-0034

Full text of tenant's response to Pg. 1 "What are your reasons for contesting the proposed rent increase or exemption?"

Section 10.2.3 in Appendix A of Rent Adjustment Board Regulations states that items determined to be capital improvements pursuant to Section 10.2.2 shall be amortized over the useful life of the improvement as set out in the Amortization Schedule (Exhibit 1 in Appendix A). This schedule shows that mailboxes amortize over 10 years; the owner's petition calculates the allowable increase per month costs using only a 5 year schedule.

It is also unclear how the owners are classifying improvements to the deck - the lion's share of the petition's allowable costs. According to the previously-mentioned Exhibit 1, any structural repair or retrofitting amortizes over a minimum of 10 years; paving, stucco, sidewalks/walkways, and plastering amortize over 10 years. As such, the 5 year amortization schedule used to justify the allowable rental increase per month in petition L18-0034 is far too short [following is the continuation of my response from Page 1 of the Tenant Response]. In fact, it is likely that the amortization schedule should be twice as long as the landlord petition provides for. In the petition, the owner fails to provide proof that the "useful life of the improvement" is only 5 years, or that the work falls under one of the categories in Exhibit 1 that requires only a 5 year amortization schedule. Therefore, I must contest the proposed rent increase to my unit.

PDF of Appendix A of Rent Adjustment Board Regulations accessed via link "Current Regulations - Appenix A" at <http://rapwp.oaklandnet.com/about/laws/> on May 10, 2018.

Date: 08/26/2015

To: Amy Cohen
And all others in possession of the premises located at:

401 Vernon St, #103
Oakland, CA 94610

NOTICE OF CHANGE IN TERMS OF TENANCY(RENT)

You are hereby notified, in accordance with Civil Code Section 827, that the terms of tenancy under which you occupy the above-described premises are to be changed.

Effective 10/01/2015, your rent will be increased from \$1,250.00 per month to \$1,323.76 per month, which is payable in advance on the first day of each month.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

Except as herein provided, all other terms of your tenancy shall remain in full force. Payment may be made to Owner/Agent at the following address: 466 40th St, Oakland CA 94609

Telephone number for above address: 510-428-1864

Payments made in person may be delivered to Owner/Agent between the hours of 9:30 am and 4:30 pm on the following days of the week: Monday through Friday.

OAKLAND RENT ADJUSTMENT PROGRAM NOTICE IS ENCLOSED.

Caleb S. Towner

Owner/Agent

Beacon Properties
466 40th St
Oakland, CA 94609

(510) 428-1864

000071



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.

TENANTS' SMOKING POLICY DISCLOSURE

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

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

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

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

Baùn Thoàng Baùo quyềàn lờii củũa ngườoi thuêả trong Oakland nàøy củõng củõ baềng tieáng Vieät. Neả củõ moảt baùn sao, xin goii (510) 238-3721.

BEACON PROPERTIES

PROPERTY MANAGEMENT & REAL ESTATE SALES

466 40th Street
Oakland, CA 94609-2522
TEL: (510) 428-1864
FAX: (510) 601-1917
e-mail: beacprop@pacbell.net

August 25, 2015

Dear Tenant,

The enclosed rent increase includes the currently allowable rent increase plus *banked* increases, explained below:

Banking Calculation Instructions

1. Banking is any CPI Rent Adjustment (or any rent adjustment formerly known as the Annual Permissible Rent Increase) the Owner chooses to delay imposing in part or in full, and which may be imposed at a later date, subject to the restrictions in the Regulations. (O.M.C. § 8.22.020)
 2. Owners may only increase rent by banking plus the annual CPI increase or by the other justifications—capital improvements, increased housing service costs, debt service costs, or required constitutional or fair return. See Regulations § 8.22.070(B) and (C).
 3. In any year in which the CPI increase is not passed on to the tenants because of an increase for capital improvements or uninsured repairs (casualty losses, it is *banked*. If an increase justified as increased housing service costs, debt service, or fair return is given that year, the CPI increase for that year is included in the calculation. In the case of fair return increases all prior banking is also included in the debt service or fair return calculation.
 4. In order to calculate the amount of rent banked from a previous rental year, Owners must apply the percentage from the Table of Annual Allowable Rent Increases (found below) for the date when the rent increase could have been imposed.
 5. A rent increase based on banking may not exceed three times the current allowable annual rate multiplied by the current base rent (rent without temporary increases or decreases).
- For example, the CPI Rent Adjustment for July, 2015 – June 30, 2016 is 1.7%, so an increase based on banking effective during the period may not exceed 5.1% x base rent. This limit INCLUDES the current year CPI Adjustment.

6/1/06 to 5/31/07		3.30%
7/1/07 to 6/30/08		3.30%
7/1/08 to 6/30/09		3.20%
7/1/09 to 6/30/10		0.70%
7/1/10 to 6/30/11		2.70%
7/1/11 to 6/30/12		2.00%
7/1/12 to 6/30/13		3.00%
7/1/13 to 6/30/14		2.10%
7/1/14 to 6/30/15		1.90%
7/1/15 to 6/30/16		1.70%

If you have questions, please call our office or the Rent Adjustment Program (see enclosed form).

Sincerely yours,



Carlon Tanner
Broker

000073

BEACON PROPERTIES									
466 40TH ST									
OAKLAND CA 94609									
510-428-1864									
Enhanced Notice to Tenants for total rent increase, including capital Improvements and banked rent increases									
Date	8/1/2015								
Tenant Name	Amy Cohen								
Property Address	401 Vernon								
Unit No.	103								
Current Rent:	\$ 1,250.00								
Start Date of Capital Improvement Increase	10/1/2015								
End Date of Capital Improvement Increase	10/1/2020								
see attached City of Oakland Enhanced Notice To Tenants For Capital Improvements									
						amount	% increase		
Your monthly share of the amount of improvement benefiting all units building wide per attached						\$23.76	1.90%		
Your monthly share of the amount of improvement benefiting your unit specifically per attached						\$ -	0.00%		
Banked increase (2013-2014)						\$ 26.25	2.10%		
Banked increase (2014-2015)						\$ 23.75	1.90%		
Rent increase amount (total)						\$73.76	5.90%		
New rent						\$ 1,323.76			

City of Oakland Capital Improvements Calculator Worksheet

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Effective Date of Rent Increase
Number of Residential Units

21

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# of Units	Allowable Cost per Unit (Pre Amortization)	Date Valuation (2 years max)
Exterior painting	15-Dec-14	\$20,300.00	\$14,210.00	21	\$676.67	OK
Phone Intercom	13-Aug-14	\$2,775.17	\$1,942.62	21	\$92.51	OK
Grinding Sidewalks	15-Oct-14	\$1,073.40	\$751.38	21	\$35.78	OK
Fire Signs	16-Apr-15	\$4,458.94	\$3,121.26	21	\$148.63	OK
Elevator Repacking	7-Apr-15	\$2,059.80	\$1,441.86	21	\$68.66	OK
Landscaping, Tree Removal	31-Dec-14	\$10,449.00	\$7,314.30	21	\$348.30	OK
Hall paintings	15-Sep-14	\$1,651.15	\$1,155.81	21	\$55.04	OK
Subtotal			\$29,937.22		\$1,425.58	
Place X in box if property is mixed use.						
Residential square footage						
Other use square footage						
Percent residential use						
Total Cost Per Unit Allocated to Residential Units					\$1,425.58	

000075

IMPROVEMENTS LIMITED TO SPECIFIC UNITS

Total Allowable Unit-Specific Pass-through (Column D)

\$0.00

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# Units	Allowable Cost per Unit (Pre-Amortization)	APPLIES TO UNITS	Date Validation (2 years ago max)
Totals							
\$0.00							

AMORTIZATION

Sum of Unit-Specific Costs (Column D below)

\$0.00

Unit	Current Rent	Building Wide Pass through	Unit-Specific Pass-through	Total Pass through on Unit	Years to Amortize (5 yrs min)	Allowable Increase \$	Increase % (must be 10% or less)
103	\$1,250.00	\$1,425.58		\$1,425.58	5	\$23.76	1.90%
Totals							
\$0.00							

RENT ADJUSTMENT PROGRAM

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

2018 MAY 15 PM 3:26

CASE NUMBER L18-0034

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <u>Julian W Carroll</u>	Complete Address (with Zip Code) <u>401 Vermont St # 304 Oakland, CA 94612</u>	Telephone <u>(510) 839-7311 Home (707) 738-2545 Cell</u>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 21 units

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: Yes

Date you moved into this unit: Dec 15th 1998

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No

Initial Rent: \$ 1,685.00

Initial rent included (please check all that apply)

() Gas () Electricity () Water () Garbage Parking () Storage () Cable TV () Other
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No

Please list the date you first received the Notice to Tenants April 9th 2018

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

Tenant
Response
APT. # 304

12/1/2014
 12/1/2015
 12/1/2016

12/1/2014
 12/1/2016

\$ 967.38 to \$ 985.76
 \$ 985.76 to \$ 1,002.52
 \$ 1,002.52 to \$ 1,045.00

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
12/1/2018	12/1/2018	\$ 1,045.00	\$ 1,085.00		
1 12/1/2007	12/1/2007	\$ 818	\$ 844.99	Yes ✓	No
2 12/1/2008	12/1/2008	\$ 844.99	\$ 872.03	Yes ✓	No
3 12/1/2009	12/1/2009	\$ 872.03	\$ 878.14	Yes ✓	No
4 12/1/2010	12/1/2010	\$ 878.14	\$ 901.85	Yes ✓	No
5 12/1/2011	12/1/2011	\$ 901.85	\$ 919.88	Yes ✓	No
6 12/1/2012	12/1/2012	\$ 919.88	\$ 947.48	Yes ✓	No
7 12/1/2013	12/1/2013	\$ 947.48	\$ 967.38	Yes ✓	No
8 12/1/2017	12/1/2017	\$ 1,002.52	\$ 1,045.00	Yes ✓	No

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- Banking**
- Capital Improvements**
- Increased Housing Service Costs**
- Debt Service**
- Uninsured Repair Costs**
- Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

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.

Julian W. Carroll
 Tenant's Signature

April 15th 2018
 Date

 Tenant's Signature

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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

File Review

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

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

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

MEDIATION PROGRAM

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

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).

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

Tenant's Signature (for Mediation)

Date

Tenant's Signature (for Mediation)

Date



250 FRANK OGAWA PLAZA, OAKLAND, CA 94612 CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L18-0034, Beacon Properties v. Tenants

PROPERTY ADDRESS: 401 Vernon St., Oakland, CA

DATES OF HEARINGS: July 24, 2018 and September 18, 2018

DATE OF DECISION: January 15, 2019

APPEARANCES:

- Chris Leister (Owner)
- Aaron Young (Agent for Owner)
- Elizabeth Hart (Owner Representative)
- Michael J. Leister (Witness for Owner)
- Tom Coleman (Tenant)
- Tennette Smith (Tenant)
- Rochelle Sanders (Tenant)
- Mark W. Bailey (Tenant)
- Simon Angelo (Tenant)
- Julian W. Carroll (Tenant)
- Jasmine Turner (Tenant)
- Joel Villegas (Tenant)

SUMMARY OF DECISION

The owner's petition is granted.

CONTENTIONS OF THE PARTIES

The owner filed a petition for approval of rent increases for tenants in the subject 21-unit building on the grounds of Capital Improvements and Banking. Numerous tenants filed responses to the owner's petition, in which they contest the proposed increases.

000080

THE ISSUES

- (1) Are rent increases based upon Capital Improvements justified and, if so in what amounts?
- (2) Are rent increases based upon Banking justified and, if so, in what amounts?

EVIDENCE

Rent Program Notices (RAP Notices): At the Hearing, the owner and his agent testified that all tenants in the subject building have been given a copy of the RAP Notice. No tenant at the Hearing disagreed with this testimony.

CAPITAL IMPROVEMENTS

The owner testified that all current tenants began living in the subject building before the claimed capital improvement work began. He also testified that there had not been a rent increase for any tenant in the building in the past year.

Scope of the Work: The owner testified that, after the tragic collapse of a balcony in Berkeley, which resulted in deaths and serious injuries, he decided to have all balconies in the subject 21-unit building inspected and to make necessary repairs. He therefore hired Leisterbuilt, a general contractor owned by his son, to open the underside of each balcony so that they could be inspected and then to undertake any work necessary to make the balconies structurally sound.

The owner then hired Karl Kardel, Inc., also a licensed contractor, to perform the needed work. Although Kardel's bid was the highest of several that he obtained, the owner was familiar with Kardel's reputation as doing the best work in the area. The extent of the work performed on each balcony by Kardel varied greatly, as did the cost, depending upon the needed repairs on each of the balconies. The work done on each balcony is stated on the invoices.¹

The owner also had new mailboxes installed, as well as a device that reduces the likelihood that the building elevator would fail. It should be noted that the owner submitted correspondence with regard to replacement of some doors and windows in the building. However, since no documentation of such expenses was provided, these items are not considered in this Decision.

Building Permits: The owner submitted copies of building permit applications and payments for these permits in the total amount of \$3,772.65.² However, since some of these charges are for door or window replacement, these costs are not included. The permit costs related to balcony work total \$2,141.04.

Leisterbuilt: The owner submitted copies of invoices and proof of payment in the amount of \$1,290.35.³

¹ Exhibit Nos. 14 through 36

² Exhibit Nos. 77 through 98

³ Exhibit Nos. 67 through 75

Karl Kardel: The owner submitted invoices and proof of payment for work done on individual balconies, as follows:

Unit 306 - \$4,709.98	Unit 202 - \$32,064
Unit 305 - \$4,709.98	Unit 201 - \$52,206.82
Unit 304 - \$2,506.57	Unit 107 - \$1,578.75
Unit 302 - \$1772.10	Unit 106 - \$1,578.75
Unit 207 - \$4,709.98	Unit 105 - \$1,578.75
Unit 206 - \$4,709.98	Unit 104 - \$1,578.75
Unit 205 - \$22,526.97	Unit 103 - \$1,578.75
Unit 204 - \$22,526.97	Unit 102 - \$1,578.75
Unit 203 - \$2,506.57	Unit 101 - \$14,387.55

Alfonso Valdez: Invoice and proof of payment for scaffolding in the amount of \$5,000.⁴

Mailboxes: Invoice and proof of payment to Salisbury Industries for new mailboxes in the amount of \$2,959.07⁵ and an invoice and proof of payment to Construct Zion, Inc. for pickup and installation of the mailboxes in the amount of \$522.50.⁶ The owner's agent testified that the previous mailboxes were old and in disrepair. Further, they were located outside the building, which made them susceptible to vandalism and break-ins. The new mailboxes are located inside the building.

Additional Testimony Re: Decks and Balconies: The general contractor and the project foreman testified at the follow-up Hearing on September 18, 2018, that the project included all decks and balconies in all units in the building. The contractor mounted vents on all undersides of balconies, performed safety, replaced waterproofing, and final coating and painting. Scaffolding was erected so that workers would not have to enter tenants' apartments in order to do the work.

They testified that the City of Oakland inspectors conducted three inspections regarding decks and balconies: the first inspection inspected the framing, the second one inspected the carpentry and membrane installations, the final inspection approved the work, including the final coating and painting. Each time the inspectors inspected all decks and balconies, and finalized all decks and balconies, not just those units listed on the permit B1604724.⁷ The contractor testified that he did not know why the inspector listed only specific units on the permit but the project included work on all decks and balconies in the building.

Tenant Contentions: At the Hearing, tenants made the following arguments:

- (1) The owner should have had the work done by a company that charges less than Kardel;
- (2) The owner did not consult tenants regarding any aspect of the balcony work;
- (3) The work on the balconies was not necessary;

⁴ Exhibit Nos. 62 & 63

⁵ Exhibit Nos. 37 & 38

⁶ Exhibit Nos. 39 & 40

⁷ Exhibit No. 92

- (4) All claimed expenses were for maintenance and repair, and should not be considered capital improvements; and
- (5) The tenants were inconvenienced by both the balcony work and the erection of scaffolding, which blocked their views.

BANKING

The owner testified that Banking increases are being sought for the following rental units: Units 102, 103, 104, 105, 106, 203, 206, 207, 302, 305, 306 and 401.

The owner submitted Banking Tables for tenants in these units, and testified that the information on these Tables was correct.⁸ The pertinent information on these Tables is as follows:

Unit #	Move-in Date	Initial Rent	Current Base Rent ⁹	Prior Cap. Imp. Pass-through
102	3-1-11	\$925	\$1,028.24	\$23.76
103	6-15-13	\$1,250	\$1,322.61	\$23.76
104	7-10-10	\$925	\$1,048.82	\$23.76
105	9-12-12	\$1,050	\$1,133.21	\$27.21
106	10-1-14	\$1,500	\$1,555.50	NONE
203	10-1-15	\$1,900	\$1,938	NONE
206	8-1-14	\$2,200	\$2,244.24	\$23.76
207	10-17-12	\$1,175	\$1,268.12	\$23.76
302	6-9-14	\$1,525	\$1,555.24	\$23.76
305	8-18-10	\$1,450	\$1,644.09	\$23.76
306	8-7-12	\$1,575	\$1,699.81	\$23.76
401	11-1-11	\$1,895	\$2,106.53	\$23.76

CURRENT RENTS

The owner submitted a list of current rents for all rental units in the building,¹⁰ and testified that the amounts shown on this document are correct. The owner also testified that the tenants in Units 205, 301 and 303 had moved out. The current rents for other rental units that are not included in the foregoing Table are as follows: Unit 107 - \$1,042 per month; Unit 201 - \$1,220 per month; Unit 202 - \$1,054 per month; Unit 204 - \$1,732 per month; and Unit 304 - \$1,046.33 per month.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

CAPITAL IMPROVEMENT COSTS

Capital Improvement Costs: A rent increase in excess of the C.P.I. Rent Adjustment may be

⁸ Exhibit Nos. 1A through 13. These Exhibits, and all others to which reference is made in this Decision, were admitted into evidence without objection.

⁹ The term "Base Rent" means the rent minus any capital improvement pass-through

¹⁰ Exhibit No. 1

justified by capital improvement costs.¹¹ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.¹²

“Costs for work or portion of work that could have been avoided by the landlord’s exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement” may not be considered as a capital improvement.¹³

Items defined as capital improvements will be given a useful life period of 5 years or more and the total costs shall be amortized over that time period unless the rent increase using this amortization would exceed 10% of the existing rent. Whenever a capital improvement rent increase alone or with any other rent increases would exceed 10% or 30% in 5 years, the excess can only be recovered by extending the amortization period in yearly increments sufficient to cover the excess.¹⁴

If a building permit was issued on or after February 1, 2017, the minimum amortization periods for various types of construction are set forth in Regulations Appendix “A.” This Regulation states that the amortization period for windows and doors is 5 years.

The dollar amount of the capital improvement rent increase shall be removed from the rent at the end of the amortization period.¹⁵ A maximum of 70% of the total cost for the capital improvement may be passed through to the tenant.¹⁶

Rent for a covered unit may not be increased by more than ten percent in any 12-month period or by more than thirty percent in any five year period.¹⁷ Therefore, if a capital improvement rent increase alone is 10% of a tenant’s rent, any banking that would otherwise be available will be deferred. If a capital improvement increase is less than 10% of a tenant’s rent, the owner may use all or a portion of available banking to increase the tenant’s rent to 10%. If the rent were not calculated in this way, an owner could lose some or all of a justified capital improvement increase due to the passage of time.¹⁸

The costs of balcony inspection and repair, scaffolding, mailboxes, and building permits for the subject building meet the requirements for capital improvement increases. The attached Tables set forth the proper calculation for rent increases based upon both common area expenses and costs for work in individual units. The common area expenses are for building permits, Leiterbuilt, scaffolding, and mailboxes.

¹¹ O.M.C. Section 8.22.070(C)

¹² Regulations Appendix, Section 10.2.2(5)

¹³ Regulations Appendix, Section 10.2.2(3)(c)

¹⁴ Regulations Appendix, Section 10.2.3(2)

¹⁵ Regulations Appendix, Section 10.2.3(2)

¹⁶ Regulations Appendix, Section 10.2.3(3)

¹⁷ O.M.C. Section 8.22.070(B)

¹⁸ Regulations Appendix, Section 10.2.1; improvements must be completed and paid for within 24 months prior to the date the owner’s petition is filed.

BANKING

An owner is allowed to bank rent increases and use them in subsequent years, subject to certain limitations.¹⁹ The dates and rent amounts set forth above were not disputed by any tenant. These figures are entered into the Banking calculations shown on the attached Tables. The method of calculation on this Table has been approved by the Rent Board.²⁰ Therefore, as set forth in these Tables, the maximum rents for the tenants' units – before considering capital improvement costs – are as follows:

Effective Dates of Rent Increases: A tenant's rent can only be increased once in any 12-month period,²¹ Therefore, the effective date of an allowable rent increase may not be less than 12 months after the date of a tenant's last rent increase.

Tenant Contentions: The tenants do not dispute that the work discussed above was, in fact, performed. However, they contend that some of these expenses should not be the basis for a rent increase, for the following reasons:

1. The owner should have had the work done by a company that charges less than Kardel. While this is not an illogical argument, under the Rent Adjustment Ordinance a tenant is not offered a choice regarding either the nature of capital improvements or the person hired to perform the work. If an owner decides to make a capital improvement that adds value and longevity to the property, which primarily benefits the tenants,²² the cost may be passed on to the tenants. Work that will make balconies safer for tenants and their guests certainly meets the "benefit test" and prolongs the useful life of the building.
2. The owner did not consult tenants regarding any aspect of the balcony work. Again, the Ordinance does not require an owner to consult with tenants before doing work.
3. The work on the balconies was not necessary. An owner has discretion to decide what work is needed.
4. All claimed expenses were for maintenance and repair, and should not be considered capital improvements. By virtue of both the nature of the work and its cost, work on the balconies is a capital improvement cost.²³ The scaffolding facilitated work on the balconies and caused the tenants far less inconvenience than having workers moving in and out of their apartments. Finally, replacing the old mailbox with a new one and moving it inside the building is an infrequent occurrence, not a routine repair or maintenance item.

¹⁹ O.M.C. Section 8.22.070(C); Regulations Appendix, Section 10.5.1

²⁰ Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III et al. The Board has designated this decision to be a Precedent Decision.

²¹ O.M.C. Section 8.22.070(A)

²² Regulations Appendix, Section 10.2.2(1) provides guidance: lobby remodeling primarily benefits tenants, whereas construction of a "for rent" sign does not.

²³ Regulations Appendix, Section 10.2.2(1)

ORDER

1. Petition L18-0034 granted.
2. Unit 101: A Capital Improvement pass-through is granted as to Unit 101 in the amount of \$110.38 per month for a period of 108 months, with an effective date of March 1, 2019 or later.
3. One hundred eight months after the rent for Unit 101 is increased, the rent will be reduced by \$110.38 per month.
4. Unit 102: A Capital Improvement pass-through is granted as to Unit 102 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$75.87. The owner may serve a rent increase notice increasing the rent by \$102.82 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
5. Sixty months after the rent for Unit 102 is increased, the rent will be reduced by \$26.95 per month.
6. Unit 103: A Capital Improvement pass-through is granted as to Unit 103 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$105.31. The owner may serve a rent increase notice increasing the rent by \$132.26 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
7. Sixty months after the rent for Unit 103 is increased, the rent will be reduced by \$26.95 per month.
8. Unit 104: A Capital Improvement pass-through is granted as to Unit 104 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$77.93. The owner may serve a rent increase notice increasing the rent by \$104.88 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
9. Sixty months after the rent for Unit 104 is increased, the rent will be reduced by \$26.95 per month.
10. Unit 105: A Capital Improvement pass-through is granted as to Unit 105 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$86.37. The owner may serve a rent increase notice increasing the rent by \$113.32 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
11. Sixty months after the rent for Unit 105 is increased, the rent will be reduced by \$26.95 per month.
12. Unit 106: A Capital Improvement pass-through is granted as to Unit 106 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$128.60. The owner may serve a rent increase notice increasing the rent by \$155.55 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

13. Sixty months after the rent for Unit 106 is increased, the rent will be reduced by \$26.95 per month.
14. Unit 107: A Capital Improvement pass-through is granted as to Unit 107 in the amount of \$26.95 per month for a period of 60 months, in addition to a CPI increase in the amount of \$35.43. The owner may serve a rent increase notice increasing the rent by \$62.38 per month, with an effective date of March 1, 2019 or later.
15. Sixty months after the rent for Unit 107 is increased, the rent will be reduced by \$26.95 per month.
16. Unit 201: A Capital Improvement pass-through is granted as to Unit 201 in the amount of \$121.91 per month for a period of 552 months. The owner may serve a rent increase notice increasing the rent by \$121.91 per month, with an effective date of March 1, 2019 or later.
17. Five hundred fifty-two months after the rent for Unit 201 is increased, the rent will be reduced by \$120.59 per month.
18. Unit 202: A Capital Improvement pass-through is granted as to Unit 202 in the amount of \$104.68 per month for a period of 312 months. The owner may serve a rent increase notice increasing the rent by \$104.68 per month, with an effective date of March 1, 2019 or later.
19. Three hundred twelve months after the rent for Unit 202 is increased, the rent will be reduced by \$104.68 per month.
20. Unit 203: A Capital Improvement pass-through is granted as to Unit 203 in the amount of \$38.60 per month for a period of 60 months, in addition to a Banking increase in the amount of \$111.98. The owner may serve a rent increase notice increasing the rent by \$150.58 per month, with an effective date of March 1, 2019 or later.
21. Sixty months after the rent for Unit 203 is increased, the rent will be reduced by \$38.60 per month.
22. Unit 204: A Capital Improvement pass-through is granted as to Unit 204 in the amount of \$170.46 per month for a period of 108 months, in addition to a Banking increase in the amount of \$2.74. The owner may serve a rent increase notice increasing the rent by \$173.20 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
23. One hundred eight months after the rent for Unit 204 is increased, the rent will be reduced by \$170.46 per month.
24. Unit 206: A Capital Improvement pass-through is granted as to Unit 206 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$158.14. The owner may serve a rent increase notice increasing the rent by \$224.40 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

25. Sixty months after the rent for Unit 206 is increased, the rent will be reduced by \$66.26 per month.
26. Unit 207: A Capital Improvement pass-through is granted as to Unit 207 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$60.54. The owner may serve a rent increase notice increasing the rent by \$126.80 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
27. Sixty months after the rent for Unit 207 is increased, the rent will be reduced by \$66.26 per month.
28. Unit 302: A Capital Improvement pass-through is granted as to Unit 302 in the amount of \$29.37 per month for a period of 60 months, in addition to a Banking increase in the amount of \$93.84. The owner may serve a rent increase notice increasing the rent by \$123.21 per month, with an effective date of March 1, 2019 or later.
29. Sixty months after the rent for Unit 302 is increased, the rent will be reduced by \$29.37 per month.
30. Unit 304: A Capital Improvement pass-through is granted as to Unit 304 in the amount of \$38.60 per month for a period of 60 months, in addition to the allowable CPI Rent Increase. The owner may serve a rent increase notice increasing the rent by \$38.60 per month, in addition to the allowable CPI Rent Increase with an effective date of March 1, 2019 or later.
31. Sixty months after the rent for Unit 304 is increased, the rent will be reduced by \$38.60 per month.
32. Unit 305: A Capital Improvement pass-through is granted as to Unit 305 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$95.00. The owner may serve a rent increase notice increasing the rent by \$161.26 per month, with an effective date of March 1, 2019 or later.
33. Sixty months after the rent for Unit 305 is increased, the rent will be reduced by \$66.26 per month.
34. Unit 306: A Capital Improvement pass-through is granted as to Unit 306 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$98.22. The owner may serve a rent increase notice increasing the rent by \$164.48 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
35. Sixty months after the rent for Unit 306 is increased, the rent will be reduced by \$66.26 per month.
36. Unit 401: The owner did not submit documentation for any capital improvement cost for this unit. Therefore, the only Capital Improvement pass-through that is allowed is for common

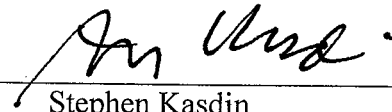
area improvements. A Capital Improvement pass-through is granted as to Unit 401 in the amount of \$6.02 per month for a period of 72 months. The owner is also entitled to a Banking increase in the amount of \$121.72. The owner may serve a rent increase notice increasing the rent by \$127.74 per month, with an effective date of March 1, 2019 or later.

37. Seventy-two months after the rent for Unit 401 is increased, the rent will be reduced by \$6.02 per month.

38. The owner must serve rent increase notices that comply with the requirements of State law and the Rent Adjustment Ordinance, and attach a copy of the Decision Summary that is mailed together with this Decision.

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

Dated: January 15, 2019



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Petition Date	1/22/18
	21
Number of Residential Units	

IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
Building Permits	9/29/2016	12/21/16	\$2,141.04	\$1,498.73	\$71.37	2.929%	5	\$26.88	\$1.28	OK
Leisterbuilt	9/29/2016	12/21/16	\$1,290.35	\$903.25	\$43.01	2.929%	5	\$16.20	\$0.77	OK
Scaffolding	9/29/2016	12/21/16	\$5,000.00	\$3,500.00	\$166.67	2.929%	5	\$62.78	\$2.99	OK
Mailboxes	29-Sep-16	12/21/16	\$3,481.57	\$2,437.10	\$116.05	2.929%	10	\$23.45	\$1.12	OK
Subtotal (with weighted averages) Place X in cell B19 if property is mixed use.				\$8,339.07	\$397.10	2.929%	6	\$126.44	\$6.02	
Residential square footage										
Other use square footage										
Percent residential use										
Total Cost Per Unit Allocated to Residential Units					\$397.10	2.929%	6		\$6.02	

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	306			\$1,700					
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE AMORTIZED COST per Unit	DATE VALIDATION (2 years ago max)	
Balcony	9/29/2016	04/02/17	\$4,709.98	\$3,296.99	2.929%	5	\$59.14	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$3,296.99	2.929%	5	\$59.14		
				\$3,694.08	2.929%	5	\$66.26		
									If percent increase is more than 10%, increase amortization period in cell H74 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									5

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	305			\$1,644					
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE AMORTIZED COST per Unit	DATE VALIDATION (2 years ago max)	
Balcony	9/29/2016	04/02/17	\$4,709.98	\$3,296.99	2.929%	5	\$59.14	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$3,296.99	2.929%	5	\$59.14		
				\$3,694.08	2.929%	5	\$66.26		
									If percent increase is more than 10%, increase amortization period in cell H86 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									5

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS										
Unit Number:	304	\$1,046.33								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
Balcony	9/29/2016	04/02/17	\$2,506.57	\$1,754.60	2.929%	5	\$31.47	OK		
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										
				\$1,754.60	2.929%	5	\$31.47			
				\$2,151.70	2.929%	5	\$38.60			
ADJUSTED AMORTIZATION PERIOD										
						5				If percent increase is more than 10%, increase amortization period in cell H100 until percent increase is not more than 10%

IMPROVEMENTS LIMITED TO SPECIFIC UNITS										
Unit Number:	302	\$1,555								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
Balcony	9/29/2016	04/02/17	\$1,772.10	\$1,240.47	2.929%	5	\$22.25	OK		
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										
				\$1,240.47	2.929%	5	\$22.25			
				\$1,637.57	2.929%	5	\$29.37			
ADJUSTED AMORTIZATION PERIOD										
						5				If percent increase is more than 10%, increase amortization period in cell H112 until percent increase is not more than 10%

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	207	\$1,268							
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Balcony	9/29/2016	04/02/17	\$4,709.98	\$3,296.99	2.929%	5	\$59.14	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$3,296.99	2.929%	5	\$59.14		
				\$3,694.08	2.929%	5	\$66.26		
									If percent increase is more than 10%, increase amortization period in cell H126 until percent increase is not more than 10%
									Percent Increase
									ADJUSTED AMORTIZATION PERIOD

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	206	\$2,244							
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Balcony	9/29/2016	04/02/17	\$4,709.98	\$3,296.99	2.929%	5	\$59.14	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$3,296.99	2.929%	5	\$59.14		
				\$3,694.08	2.929%	5	\$66.26		
									If percent increase is more than 10%, increase amortization period in cell H138 until percent increase is not more than 10%
									Percent Increase
									ADJUSTED AMORTIZATION PERIOD

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS										
Unit Number:	204	1,732								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
Balcony	9/29/2016	04/01/17	\$22,526.97	\$15,768.88	2.929%	9	\$166.27	OK		
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										
				\$15,768.88	2.929%	9	\$166.27			
				\$16,165.98	2.929%	9	\$170.46			
										If percent increase is more than 10%, increase amortization period in cell H152 until percent increase is not more than 10%
										Percent Increase
										ADJUSTED AMORTIZATION PERIOD
										9

IMPROVEMENTS LIMITED TO SPECIFIC UNITS										
Unit Number:	203	1,938.00								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
Balcony	9/29/2016	04/01/17	\$2,506.57	\$1,754.60	2.929%	5	\$31.47	OK		
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										
				\$1,754.60	2.929%	5	\$31.47			
				\$2,151.70	2.929%	5	\$38.60			
										If percent increase is more than 10%, increase amortization period in cell H164 until percent increase is not more than 10%
										Percent Increase
										ADJUSTED AMORTIZATION PERIOD
										5

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	202	1,054							
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Balcony	9/29/2016	04/01/17	\$32,064.00	\$22,444.80	2.929%	26	\$102.85	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$22,444.80	2.929%	26	\$102.86		
				\$22,841.90	2.929%	26	\$104.68		
									if percent increase is more than 10%, increase amortization period in cell H179 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									26

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	201	\$1,220.00							
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Balcony	9/29/2016	04/01/17	\$52,206.82	\$36,544.77	2.929%	46	\$120.59	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$36,544.77	2.929%	46	\$120.60		
				\$36,941.87	2.929%	46	\$121.91		
									if percent increase is more than 10%, increase amortization period in cell H191 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									46

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	107								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Balcony	9/29/2016	04/01/17	\$1,578.75	\$1,105.13	2.929%	5	\$19.82	OK	
Weighted Average of unit specific improvements:				\$1,105.13	2.929%	5	\$19.82		
Combined unit specific with building wide				\$1,502.22	2.929%	5	\$26.95		
									If percent increase is more than 10%, increase amortization period in cell H205 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									5

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	106								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Balcony	9/29/2016	04/01/17	\$1,578.75	\$1,105.13	2.929%	5	\$19.82	OK	
Weighted Average of unit specific improvements:				\$1,105.13	2.929%	5	\$19.82		
Combined unit specific with building wide				\$1,502.22	2.929%	5	\$26.95		
									If percent increase is more than 10%, increase amortization period in cell H217 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									5

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	103								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE AMORTIZED COST per Unit	DATE VALIDATION (2 years ago max)	
Balcony	9/29/2016	04/01/17	\$1,578.75	\$1,105.13	2.929%	5	\$19.82	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$1,105.13	2.929%	5	\$19.82		
				\$1,502.22	2.929%	5	\$26.95		
									If percent increase is more than 10%, increase amortization period in cell H257 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									5

IMPROVEMENTS LIMITED TO SPECIFIC UNITS									
Unit Number:	102								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE AMORTIZED COST per Unit	DATE VALIDATION (2 years ago max)	
Balcony	9/29/2016	04/01/17	\$1,578.75	\$1,105.13	2.929%	5	\$19.82	OK	
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
				\$1,105.13	2.929%	5	\$19.82		
				\$1,502.22	2.929%	5	\$26.95		
									If percent increase is more than 10%, increase amortization period in cell H269 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD
									Percent Increase
									5

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO SPECIFIC UNITS												
Unit Number:	101	1,135.29										
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)				
Balcony	9/29/2016	04/01/17	\$14,387.55	\$10,071.29	2.929%	9	\$106.19	OK				
Weighted Average of unit specific improvements:				\$10,071.29	2.929%	9	\$106.20					
Combined unit specific with building wide				\$10,468.38	2.929%	9	\$110.38					If percent increase is more than 10%, increase amortization period in cell H283 until percent increase is not more than 10%
									ADJUSTED AMORTIZATION PERIOD		Percent Increase	

Unit Number:	Current Rent											
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)				
Weighted Average of unit specific improvements:												
Combined unit specific with building wide									ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10%, increase amortization period in cell H295 until percent increase is not more than 10%

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Mar-2011	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	102	
Current rent (before increase and without prior cap. improve pass-through)	\$1,028.00				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	1-Mar-2011				
Base rent when calc.begins	\$925				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
3/1/2019				3.4%	\$ 36.48	\$ 1,109.42
3/1/2018				2.3%	\$ 24.12	\$ 1,072.94
3/1/2017				2.0%	\$ 20.57	\$ 1,048.82
3/1/2016				1.7%	\$ 17.19	\$ 1,028.25
3/1/2015				1.9%	\$ 18.85	\$ 1,011.06
3/1/2014				2.1%	\$ 20.41	\$ 992.21
3/1/2013				3.0%	\$ 28.31	\$ 971.81
3/1/2012				2.0%	\$ 18.50	\$ 943.50
3/1/2011				-	-	\$925

Calculation of Limit on Increase

Prior base rent	\$1,028.00
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 81.42
Banking this year + base rent	\$ 1,109.42
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 1,133.18

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	15-Jun-2013	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	103	
Current rent (before increase and without prior cap. improve pass-through)	\$1,322.61				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	15-Jun-2013				
Base rent when calc.begins	\$1,250				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
6/15/2018				2.3%	\$ 31.03	\$ 1,380.09
6/15/2017				2.0%	\$ 26.45	\$ 1,349.06
6/15/2016				1.7%	\$ 22.11	\$ 1,322.61
6/15/2015				1.9%	\$ 24.25	\$ 1,300.50
6/15/2014				2.1%	\$ 26.25	\$ 1,276.25
6/15/2013				-	-	\$1,250

Calculation of Limit on Increase

Prior base rent	\$1,322.61
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 57.48
Banking this year + base rent	\$ 1,380.09
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 1,403.85

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return Increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
http://rapwp.oaklandnet.com/about/rap/

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Table with 5 columns: Description, Amount, Case No., Unit, and Instructions. Includes fields for Initial move-in date, Effective date of increase, Current rent, Prior cap. imp. pass-through, and Date calculation begins.

ANNUAL INCREASES TABLE

Table with 7 columns: Year Ending, Debt Serv. or Fair Return increase, Housing Serv. Costs increase, Base Rent Reduction, Annual %, CPI Increase, and Rent Ceiling. Lists data from 7/10/2010 to 7/10/2018.

Calculation of Limit on Increase

Table showing the calculation of the limit on increase. Rows include Prior base rent (\$1,048.82), Banking limit this year (3 x current CPI and not more than 10%) (10.0%), Banking available this year (\$ 60.60), Banking this year + base rent (\$ 1,109.42), Prior capital improvements recovery (\$ 23.76), and Rent ceiling w/o other new increases (\$ 1,133.18).

Notes:

- 1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	12-Sep-2012	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	105	
Current rent (before increase and without prior cap. improve pass-through)	\$1,133.21				
Prior cap. imp. pass-through	\$ 27.21				
Date calculation begins	12-Sep-2012				
Base rent when calc. begins	\$1,050				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
9/12/2018				3.4%	\$ 39.42	\$ 1,198.69
9/12/2017				2.3%	\$ 26.06	\$ 1,159.27
9/12/2016				2.0%	\$ 22.22	\$ 1,133.21
9/12/2015				1.7%	\$ 18.57	\$ 1,110.99
9/12/2014				1.9%	\$ 20.37	\$ 1,092.42
9/12/2013				2.1%	\$ 22.05	\$ 1,072.05
9/12/2012				-	-	\$1,050

Calculation of Limit on Increase

Prior base rent	\$1,133.21
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 65.48
Banking this year + base rent	\$ 1,198.69
Prior capital improvements recovery	\$ 27.21
Rent ceiling w/o other new increases	\$ 1,225.90

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000103

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Oct-2014	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	106	
Current rent (before increase and without prior cap. improve pass-through)	\$1,555.50				
Prior cap. imp. pass-through					
Date calculation begins	1-Oct-2014				
Base rent when calc. begins	\$1,500				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
10/1/2018				3.4%	\$ 54.12	\$ 1,645.92
10/1/2017				2.3%	\$ 35.79	\$ 1,591.80
10/1/2016				2.0%	\$ 30.51	\$ 1,556.01
10/1/2015				1.7%	\$ 25.50	\$ 1,525.50
10/1/2014				-	-	\$1,500

Calculation of Limit on Increase

Prior base rent	\$1,555.50
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 90.42
Banking this year + base rent	\$ 1,645.92
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 1,645.92

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000104

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Oct-2015	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	203	
Current rent (before increase and without prior cap. improve pass-through)	\$1,938.00				
Prior cap. imp. pass-through					
Date calculation begins	1-Oct-2015				
Base rent when calc. begins	\$1,900				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
10/1/2018				3.4%	\$ 67.41	\$ 2,049.98
10/1/2017				2.3%	\$ 44.57	\$ 1,982.57
10/1/2016				2.0%	\$ 38.00	\$ 1,938.00
10/1/2015				-	-	\$1,900

Calculation of Limit on Increase

Prior base rent	\$1,938.00
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 111.98
Banking this year + base rent	\$ 2,049.98
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 2,049.98

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000105

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Aug-2014	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	206	
Current rent (before increase and without prior cap. improve pass-through)	\$2,244.24				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	1-Aug-2014				
Base rent when calc.begins	\$2,200				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
8/1/2018				3.4%	\$ 79.38	\$ 2,414.02
8/1/2017				2.3%	\$ 52.49	\$ 2,334.64
8/1/2016				2.0%	\$ 44.75	\$ 2,282.15
8/1/2015				1.7%	\$ 37.40	\$ 2,237.40
8/1/2014				-	-	\$2,200

Calculation of Limit on Increase

Prior base rent	\$2,244.24
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 169.78
Banking this year + base rent	\$ 2,414.02
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 2,437.78

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	17-Oct-2012	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	207	
Current rent (before increase and without prior cap. improve pass-through)	\$1,268.12				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	17-Oct-2012				
Base rent when calc.begins	\$1,175				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
10/17/2018				3.4%	\$ 44.11	\$ 1,341.39
10/17/2017				2.3%	\$ 29.17	\$ 1,297.28
10/17/2016				2.0%	\$ 24.87	\$ 1,268.12
10/17/2015				1.7%	\$ 20.78	\$ 1,243.25
10/17/2014				1.9%	\$ 22.79	\$ 1,222.47
10/17/2013				2.1%	\$ 24.68	\$ 1,199.68
10/17/2012				-	-	\$1,175

Calculation of Limit on Increase

Prior base rent	\$1,268.12
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 73.27
Banking this year + base rent	\$ 1,341.39
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 1,365.15

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000107

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	9-Jun-2014	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	302	
Current rent (before increase and without prior cap. improve pass-through)	\$1,555.24				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	9-Jun-2014				
Base rent when calc.begins	\$1,525				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs Increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
6/9/2018				2.3%	\$ 37.08	\$ 1,649.08
6/9/2017				2.0%	\$ 31.61	\$ 1,612.00
6/9/2016				1.7%	\$ 26.42	\$ 1,580.39
6/9/2015				1.9%	\$ 28.98	\$ 1,553.98
6/9/2014				-	-	\$1,525

Calculation of Limit on Increase

Prior base rent	\$1,555.24
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 93.84
Banking this year + base rent	\$ 1,649.08
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 1,672.84

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000108

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	18-Aug-2010	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	305	
Current rent (before increase and without prior cap. improve pass-through)	\$1,644.09				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	18-Aug-2010				
Base rent when calc.begins	\$1,450				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs Increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
8/18/2018				3.4%	\$ 57.18	\$ 1,739.09
8/18/2017				2.3%	\$ 37.81	\$ 1,681.91
8/18/2016				2.0%	\$ 32.24	\$ 1,644.09
8/18/2015				1.7%	\$ 26.94	\$ 1,611.86
8/18/2014				1.9%	\$ 29.55	\$ 1,584.91
8/18/2013				2.1%	\$ 31.99	\$ 1,555.36
8/18/2012				3.0%	\$ 44.37	\$ 1,523.37
8/18/2011				2.0%	\$ 29.00	\$ 1,479.00
8/18/2010				-	-	\$1,450

Calculation of Limit on Increase

Prior base rent	\$1,644.09
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 95.00
Banking this year + base rent	\$ 1,739.09
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 1,762.85

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return Increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	7-Aug-2012	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	306	
Current rent (before increase and without prior cap. improve pass-through)	\$1,699.81				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	7-Aug-2012				
Base rent when calc. begins	\$1,575				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
8/7/2018				3.4%	\$ 59.12	\$ 1,798.03
8/7/2017				2.3%	\$ 39.10	\$ 1,738.91
8/7/2016				2.0%	\$ 33.33	\$ 1,699.81
8/7/2015				1.7%	\$ 27.86	\$ 1,666.49
8/7/2014				1.9%	\$ 30.55	\$ 1,638.63
8/7/2013				2.1%	\$ 33.08	\$ 1,608.08
8/7/2012				-	-	\$1,575

Calculation of Limit on Increase

Prior base rent	\$1,699.81
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 98.22
Banking this year + base rent	\$ 1,798.03
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 1,821.79

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000110

CITY OF OAKLAND



**Department of Housing and Community Development
Rent Adjustment Program**

<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Nov-2011	MUST FILL IN D9, D10, D11 and D14	Case No.:	L18-0034	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Mar-2019		Unit:	401	
Current rent (before increase and without prior cap. improve pass-through)	\$2,106.53				
Prior cap. imp. pass-through	\$ 23.76				
Date calculation begins	1-Nov-2011				
Base rent when calc. begins	\$1,895				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
11/1/2018				3.4%	\$ 73.27	\$ 2,228.25
11/1/2017				2.3%	\$ 48.45	\$ 2,154.98
11/1/2016				2.0%	\$ 41.30	\$ 2,106.53
11/1/2015				1.7%	\$ 34.52	\$ 2,065.22
11/1/2014				1.9%	\$ 37.86	\$ 2,030.70
11/1/2013				2.1%	\$ 40.99	\$ 1,992.84
11/1/2012				3.0%	\$ 56.85	\$ 1,951.85
11/1/2011				-	-	\$1,895

Calculation of Limit on Increase

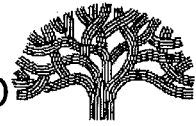
Prior base rent	\$2,106.53
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 121.72
Banking this year + base rent	\$ 2,228.25
Prior capital improvements recovery	\$ 23.76
Rent ceiling w/o other new increases	\$ 2,252.01

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

000111



250 FRANK OGAWA PLAZA, STE. 5313, OAKLAND, CA 94612-2043

Department of Housing and Community Development
Rent Adjustment Program

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

DECISION SUMMARY

CASE NUMBER: L18-0034, Beacon Properties v. Tenants
PROPERTY ADDRESS: 401 Vernon St., Oakland, CA
DATES OF HEARING: July 28 & September 18, 2018
DATE OF DECISION: January 15, 2019

1. Petition L18-0034 is granted.
2. The owner is entitled to rent increases based on capital improvements, as shown in the Order in this case, which will be effective 30 days (35 days if served by mail) after the owner serves rent increase notices in accordance with State law and the Rent Adjustment Ordinance, and a copy of this *Decision Summary*.
3. The allowable rents, and the expiration dates of the rent increases, are as follows:
 4. Unit 101: A Capital Improvement pass-through is granted as to Unit 101 in the amount of \$110.38 per month for a period of 108 months, with an effective date of March 1, 2019 or later.
 5. One hundred eight months after the rent for Unit 101 is increased, the rent will be reduced by \$110.38 per month.
 6. Unit 102: A Capital Improvement pass-through is granted as to Unit 102 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$75.87. The owner may serve a rent increase notice increasing the rent by \$102.82 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
 7. Sixty months after the rent for Unit 102 is increased, the rent will be reduced by \$26.95 per month.
8. Unit 103: A Capital Improvement pass-through is granted as to Unit 103 in the amount of

\$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$105.31. The owner may serve a rent increase notice increasing the rent by \$132.26 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

9. Sixty months after the rent for Unit 103 is increased, the rent will be reduced by \$26.95 per month.

10. Unit 104: A Capital Improvement pass-through is granted as to Unit 104 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$77.93. The owner may serve a rent increase notice increasing the rent by \$104.88 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

11. Sixty months after the rent for Unit 104 is increased, the rent will be reduced by \$26.95 per month.

12. Unit 105: A Capital Improvement pass-through is granted as to Unit 105 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$86.37. The owner may serve a rent increase notice increasing the rent by \$113.32 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

13. Sixty months after the rent for Unit 105 is increased, the rent will be reduced by \$26.95 per month.

14. Unit 106: A Capital Improvement pass-through is granted as to Unit 106 in the amount of \$26.95 per month for a period of 60 months, in addition to a Banking increase in the amount of \$128.60. The owner may serve a rent increase notice increasing the rent by \$155.55 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

15. Sixty months after the rent for Unit 106 is increased, the rent will be reduced by \$26.95 per month.

16. Unit 107: A Capital Improvement pass-through is granted as to Unit 107 in the amount of \$26.95 per month for a period of 60 months, in addition to a CPI increase in the amount of \$35.43. The owner may serve a rent increase notice increasing the rent by \$62.38 per month, with an effective date of March 1, 2019 or later.

17. Sixty months after the rent for Unit 107 is increased, the rent will be reduced by \$26.95 per month.

18. Unit 201: A Capital Improvement pass-through is granted as to Unit 201 in the amount of \$121.91 per month for a period of 552 months. The owner may serve a rent increase notice increasing the rent by \$121.91 per month, with an effective date of March 1, 2019 or later.

19. Five hundred fifty-two months after the rent for Unit 201 is increased, the rent will be reduced by \$120.59 per month.

20. Unit 202: A Capital Improvement pass-through is granted as to Unit 202 in the amount of \$104.68 per month for a period of 312 months. The owner may serve a rent increase notice increasing the rent by \$104.68 per month, with an effective date of March 1, 2019 or later.
21. Three hundred twelve months after the rent for Unit 202 is increased, the rent will be reduced by \$104.68 per month.
22. Unit 203: A Capital Improvement pass-through is granted as to Unit 203 in the amount of \$38.60 per month for a period of 60 months, in addition to a Banking increase in the amount of \$111.98. The owner may serve a rent increase notice increasing the rent by \$150.58 per month, with an effective date of March 1, 2019 or later.
23. Sixty months after the rent for Unit 203 is increased, the rent will be reduced by \$38.60 per month.
24. Unit 204: A Capital Improvement pass-through is granted as to Unit 204 in the amount of \$170.46 per month for a period of 108 months, in addition to a Banking increase in the amount of \$2.74. The owner may serve a rent increase notice increasing the rent by \$173.20 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
25. One hundred eight months after the rent for Unit 204 is increased, the rent will be reduced by \$170.46 per month.
26. Unit 206: A Capital Improvement pass-through is granted as to Unit 206 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$158.14. The owner may serve a rent increase notice increasing the rent by \$224.40 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
27. Sixty months after the rent for Unit 206 is increased, the rent will be reduced by \$66.26 per month.
28. Unit 207: A Capital Improvement pass-through is granted as to Unit 207 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$60.54. The owner may serve a rent increase notice increasing the rent by \$126.80 per month (10% of the current rent), with an effective date of March 1, 2019 or later.
29. Sixty months after the rent for Unit 207 is increased, the rent will be reduced by \$66.26 per month.
30. Unit 302: A Capital Improvement pass-through is granted as to Unit 302 in the amount of \$29.37 per month for a period of 60 months, in addition to a Banking increase in the amount of \$93.84. The owner may serve a rent increase notice increasing the rent by \$123.21 per month, with an effective date of March 1, 2019 or later.
31. Sixty months after the rent for Unit 302 is increased, the rent will be reduced by \$29.37 per month.

32. Unit 304: A Capital Improvement pass-through is granted as to Unit 304 in the amount of \$38.60 per month for a period of 60 months, in addition to the allowable CPI Rent Increase. The owner may serve a rent increase notice increasing the rent by \$38.60 per month, in addition to the allowable CPI Rent Increase with an effective date of March 1, 2019 or later.

33. Sixty months after the rent for Unit 304 is increased, the rent will be reduced by \$38.60 per month.

34. Unit 305: A Capital Improvement pass-through is granted as to Unit 305 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$95.00. The owner may serve a rent increase notice increasing the rent by \$161.26 per month, with an effective date of March 1, 2019 or later.

35. Sixty months after the rent for Unit 305 is increased, the rent will be reduced by \$66.26 per month.

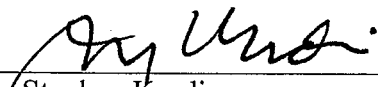
36. Unit 306: A Capital Improvement pass-through is granted as to Unit 306 in the amount of \$66.26 per month for a period of 60 months, in addition to a Banking increase in the amount of \$98.22. The owner may serve a rent increase notice increasing the rent by \$164.48 per month (10% of the current rent), with an effective date of March 1, 2019 or later.

37. Sixty months after the rent for Unit 306 is increased, the rent will be reduced by \$66.26 per month.

38. Unit 401: The owner did not submit documentation for any capital improvement cost for this unit. Therefore, the only Capital Improvement pass-through that is allowed is for common area improvements. A Capital Improvement pass-through is granted as to Unit 401 in the amount of \$6.02 per month for a period of 72 months. The owner is also entitled to a Banking increase in the amount of \$121.72. The owner may serve a rent increase notice increasing the rent by \$127.74 per month, with an effective date of March 1, 2019 or later.

39. Seventy-two months after the rent for Unit 401 is increased, the rent will be reduced by \$6.02 per month.

Dated: January 15, 2019



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

000115

PROOF OF SERVICE
Case Number L18-0034

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

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

Documents Included

Hearing Decision & Decision Summary

Owner

Leapfrog Properties
c/o Beacon Properties
466 40th Street
Oakland, CA 94609

Owner Representative

Liz Hart
Rent Board Matters
1801 University Avenue #308
Berkeley, CA 94703

Tenants

Amy Cohen
401 Vernon Street #103
Oakland, CA 94610

Carol Miller-Baker
401 Vernon Street #203
Oakland, CA 94610

Christine Black
401 Vernon Street #303
Oakland, CA 94610

Evelyn Turner
401 Vernon Street #302
Oakland, CA 94610

Fusum Slase
401 Vernon Street #206
Oakland, CA 94610

Jasmene Perry
401 Vernon Street #105
Oakland, CA 94610

Jason Rossi
401 Vernon Street #305
Oakland, CA 94610

Jody & Michael Shelton
401 Vernon Street #106
Oakland, CA 94610

000116

Julian Carroll
401 Vernon Street #304
Oakland, CA 94610

Martha Ketema
401 Vernon Street #207
Oakland, CA 94610

Paul Parmantier
401 Vernon Street #204
Oakland, CA 94610

Rochelle Sanders
401 Vernon Street #104
Oakland, CA 94610

Sarah Kurhajetz
401 Vernon Street #107
Oakland, CA 94610

Simon Angelo
401 Vernon Street #102
Oakland, CA 94610

Steve Brown
401 Vernon Street Apt. # 101
Oakland, CA 94610

Tenette Smith
401 Vernon Street #306
Oakland, CA 94610

Theresa & Mark Bailey
401 Vernon Street #401
Oakland, CA 94610

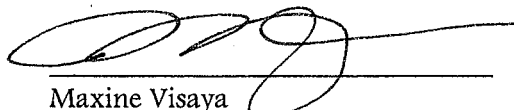
Thibaut Scholasch
401 Vernon Street #301
Oakland, CA 94610

Thomas Coleman
401 Vernon Street #201
Oakland, CA 94610

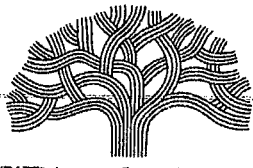
Zakiya Jendayi
401 Vernon Street #202
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 25, 2019 18 in Oakland, CA.


Maxine Visaya
Oakland Rent Adjustment Program

000117



CITY OF OAKLAND

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.

FEB 13 PM 12:04

APPEAL

Appellant's Name SIMON ANGELS		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 401 VERNON ST # 102 OAKLAND CA 94610			
Appellant's Mailing Address (For receipt of notices)		Case Number L18-0034	Date of Decision appealed JANUARY 25, 2019
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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


For more information phone (510) 238-3721.

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	BEACON PROPERTIES
<u>Address</u>	466 40TH STREET
<u>City, State Zip</u>	OAKLAND, CA 94609
<u>Name</u>	MERIDIAN MANAGEMENT GROUP
<u>Address</u>	1145 BUSH STREET
<u>City, State Zip</u>	SAN FRANCISCO, CA 94109

	FEB 13, 2009
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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.

I am writing to appeal the hearing decision for case number L18-0034 (Beacon Properties v. Tenants) made on January 15, 2019. Chris Leister's petition to increase rent based on capital improvements to 401 Vernon Street in Oakland, California should not have been granted. The evidence cited by Leister (mailboxes and balconies) has not enhanced the value of the property.

The old mailboxes at 401 Vernon Street were damaged and easy to break into. For many years, mail was regularly riffled through and stolen. Tenants have the right to receive mail securely. The new mailboxes are not a capital improvement. The new mailboxes mean that the apartment now meets a basic tenant right.

The work completed on the balconies also does not enhance the property. I am a journeyman carpenter, and I specialize in form work (both wood and concrete). I've worked on major commercial and residential buildings in San Francisco and Oakland. While Leisterbuilt and Karl Kardel, Inc. opened up the balconies, they did not reinforce or replace any materials to improve the structure. While vents and new coating were added to the balconies, and everything was patched up and painted, this work is basic maintenance. The cost for balcony work was also unnecessarily expensive given the work carried out. The use of scaffolding was necessary given the work, and Leisterbuilt did enter by apartment more than once during the period. The project was stretched out over an unnecessary amount of time, which was an inconvenience.

The evidence cited by Leister is maintenance and basic repair work for an old apartment building. This work does not represent capital improvements.

Simon Angelo
February 13, 2019

RECEIVED
CITY OF OAKLAND
RENT ADMINISTRATION
2019 MAY 10 PM 1:41

000121