

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

**November 29, 2018
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSENT ITEMS**
 - i. Approval of Minutes
 - a. Board Minutes, October 25, 2018
November 8, 2018
 - ii. Minutes Available for Review
 - a. Board Panel Minutes, November 1, 2018
- 4. OPEN FORUM**
- 5. NEW BUSINESS**
 - A. Appeal Hearings in:
 - 1) T17-0328, Guzman v. Mann Edge
 - 2) L17-0126, DeZarenga v. Tenants
 - 3) L17-0157, JDW Enterprises v. Tenants
- 6. SCHEDULING AND REPORTS**
 - A. Precedent Appeal Decisions
- 7. ADJOURNMENT**

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

Spanish interpreter, please email sshannon@oaklandnet.com or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

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

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

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

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

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

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

CITY OF OAKLAND

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

Meeting

October 25 2018

7:00 p.m.

City Hall, Hearing Room #1

One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:03 p.m. by Board Chair Jessie Warner

2. ROLL CALL

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

Staff Present

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

3. CONSENT ITEMS

None

4. OPEN FORUM

None

5. NEW BUSINESS

A. Hearing in appeal cases:

i.

- a. T17-017, Cortes v. Wong
L17-0068, Yip v. Tenants

Appearances: Paul Katz, Esq. Owner Appellant Representative
Jackie Zenari, Esq. Tenant Appellee Representative

The owner appealed two hearing decisions which denied an exemption based on new construction for 4 units out of a 14 unit building. A single family residence was demolished and a 14 unit building was constructed and received a certificate of occupancy in 1987. The owner appealed the hearing decisions on the grounds that the decisions were inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.

The owner contended that the hearing officer misinterpreted section 8.22.030 (5) of the Rent Adjustment Ordinance which states in part: "To qualify as a newly constructed dwelling, the dwelling unit must be entirely newly constructed or created from space that was formerly entirely non-residential. The hearing officer stated that the dwelling unit must be entirely newly constructed and created from space that was formerly entirely non-residential. She also stated that units 1-4 are not exempt because they are in the footprint of the prior single family residence. There is no "footprint" requirement in the Rent Ordinance or Regulations. She also cited two cases, Burien LLC v. Wiley, 230 Cal. App. 4th 1039 and Da Vinci Group v. San Francisco Residential Rent, etc., 5 Cal. App. 4th 24, which are not applicable to the subject case because they did not involve buildings which were demolished and had prior residential use.

The Board has also ruled in the Buggs case with similar facts and granted an exemption based on new construction.

The tenant representative contended that the rent ordinance is ambiguous and the purpose of the ordinance is to preserve housing stock and housing affordability, rather than getting rid of it, and the Board was worn down.

During Board discussion a Board member stated that the Board was not worn down and had a long discussion about the Buggs case as well as the Prager case at a prior Board meeting and designated Prager as a precedential Board decision. There was no support for the "envelope" theory of the building. The Board discussion distinguished the Burien and Da Vinci cases, discussed that the ordinance is not ambiguous, that it is clear and not subject to Board interpretation.

J. Warner moved to affirm the hearing decision based on substantial evidence.
U. Fernandez seconded. U. Fernandez withdrew his second. The motion failed.

R. Stone moved to reject the hearing officer's decision, specifically regarding the interpretation that the footprint of the old structure renders any portion of the building under rent control and affirm that the entire subject building is exempt from rent control.
U. Fernandez seconded.

The Board voted as follows:

Aye: R. Stone, U. Fernandez, K. Friedman
No: J. Warner
Abstain: 0

The motion carried.

b. T17-0436, Ward v. The Lapham Co.

Appearances: James Vann Tenant Appellant Representative

Mr. Vann withdrew the tenant's appeal.

6. SCHEDULING & REPORTS

Introduction of Chanee Franklin Minor, new Rent Adjustment Program Manager

7. ADJOURNMENT

The meeting was adjourned by consensus at 8:25 p.m.

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

**REGULAR MEETING
NOVEMBER 8, 2018
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:03 p.m. by Board Chair, Jessie Warner.

2. ROLL CALL

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

Staff Present

Kent Qian	Deputy City Attorney, Office of the City Attorney
Chanee Franklin Minor	Rent Adjustment Program Manager
Linda M. Moroz	Hearing Officer, Rent Adjustment Program
Kelly Rush	Acting Program Analyst, Rent Adjustment Program

3. CONSENT ITEMS

i. Approval of Minutes from October 11, 2018.

M. Cook made a motion to approve the Minutes. R. Stone seconded.

The Board voted as follows:

Aye: D. Mesaros, T. Hall, M. Cook, R. Stone, J. Warner, K. Friedman

Nay: 0

Abstain: 0

The Motion was approved by consensus.

4. OPEN FORUM

No speakers

5. OLD BUSINESS

None

6. NEW BUSINESS

a. Appeal Hearing in cases:

- i. L17-0103, JDW Enterprises, Inc. v. Tenants
- ii. T17-0468, Ramirez et al. v. Fanfu Investment
- iii. T17-0198, Hernandez v. Fanfu Investment
T17-0200, Arcos v. Sun
T17-0204, Garcia et al. v. Sun
T17-0207, Nuno v. Sun

i.) **L17-0103; JDW Enterprises, Inc. v. Tenants**

Appearances:

No Appearance by Owner Appellant

J. Warner moved to dismiss the appeal subject to finding of good cause for non-appearance. R. Stone seconded.

The Board voted as follows:

Aye: D. Mesaros, T. Hall, M. Cook, R. Stone, J. Warner, K. Friedman

Nay: 0

Abstain: 0

The Motion was approved by consensus.

- ii. **T17-0468, Ramirez et al. v. Fanfu Investment**
- iii. **T17-0198, Hernandez v. Fanfu Investment**
T17-0200, Arcos v. Sun
T17-0204, Garcia et al. v. Sun
T17-0207, Nuno v. Sun

The Chair J. Warner asked the Deputy City Attorney K. Qian if all five cases could be consolidated and heard in one single hearing. K. Qian responded there was no issue unless the parties object to the consolidation. No one objected.

Appearances:

David W. Martin
Manuci Hernandez
Clara Garzia

Attorney for Owner Appellant
Tenant Speaker on Behalf of All Tenants
Spanish Interpreter for Tenants

Owner appealed the Hearing Decision which held that the subject property is not exempt from the Rent Adjustment Program because twenty-five of the twenty-six condominium units were sold together in one transaction to the owner and not in separate transactions.

After arguments made by the parties, questions to the parties and the Board discussion, D. Mesaros moved to affirm the Hearing Decision based on substantial evidence. M. Cook seconded.

The Board voted as follows:

Aye: D. Mesaros, T. Hall, M. Cook, J. Warner

Nay: R. Stone, K. Friedman

Abstain: 0

The Motion passed.

7. SCHEDULING AND REPORTS

a. Memo to Rent Board Members re Board Action Re L16-90094

Deputy City Attorney K. Qian summarized the course of events on October 11, and October 25, 2018, relating to L16-0094, *Wiebe v. Tenants*, and advised the Board that there was quorum at the underlying Appeal Hearing on September 27, 2018, and the vote to affirm the Hearing Decision was valid.

Rent Adjustment Program Manager C. F. Minor informed the Board that in January she will introduce an Outreach Plan for 2019 that will include landlord and small property owner workshops.

Rent Adjustment Program staff L. Moroz and K. Rush reminded the Board members to fill out the Survey Monkey emailed to them last month. The survey asked the Board Members to rate a variety of potential training relating topics they are interested in.

8. ADJOURNMENT

The meeting was adjourned at 7:57 p.m.

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

**PANEL MEETING
November 1, 2018
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

MINUTES

1. CALL TO ORDER

The HRRRB Panel was called to order at 7:11 p.m. by Panel Chair, Jessie Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Tanaia Hall	Tenant	X		
Jessie Warner	Homeowner	X		
Benjamin Scott	Owner	X		

Staff Present

Kent Qian	Deputy City Attorney, Office of the City Attorney
Linda M. Moroz	Hearing Officer, Rent Adjustment Program

3. OPEN FORUM

No speakers.

4. NEW BUSINESS

- i. Appeal Hearing in cases:
 - a. T17-0294; Armas v. Noh, et al.
 - b. T17-0390; Allen v. Casalongue
 - c. T17-0575; Titcomb v. Vinyard-Ide

a. T17-0294; Armas v. Noh, et al.

Appearances:

Kong Ho Joon
Robert Armas

Owner Appellant
Tenant Appellee

The tenant petition was granted in part and held that the tenant may not be charged additional rent for parking and granted compensation for decreased housing services relating to problems with a kitchen faucet and a heater. The owner appealed the parking and dog policy issues and alleged that the hearing decision raises new policy issues, that he was denied an opportunity to present his claim, and that the hearing decision denies the owner a fair return on his investment.

Board Discussion

After arguments made by the owner and the tenant, questions to the owner and Board discussion, J. Warner moved to affirm the Hearing Decision based on substantial evidence. T. Hall seconded.

The Board panel voted as follows:

Aye: T. Hall, J. Warner, B. Scott

Nay: 0

Abstain: 0

The Motion was approved by consensus.

b. T17-0390, Allen v. Casalongue

Appearances:

Russ Taplin
Edward Allen

Owner Appellant
Tenant Appellee

Owner appealed the Hearing Decision which granted the tenant petition and held that the proposed rent increase was not valid. The Owner appealed on the ground that the subject property was exempt and that he submitted the Certificate of Exemption in response to the tenant petition. The subject property was exempt as newly constructed and the Certificate of Exemption was granted by the Rent Adjustment Program in a prior case T12-0112. The owner did not appear for the hearing because he assumed that once the property was exempt and the Rent Adjustment Office received the copy of the Certificate of Exemption, the hearing would be dismissed. The Hearing Decision disregarded the Certificate of Exemption, proceeded with the hearing on the tenant petition and granted the tenant petition.

Board Discussion

After argument made by the owner, questions to the owner and Board discussion, T. Hall moved to uphold the Hearing Decision. J. Warner offered friendly amendment that there was no good cause for the owner not to appear at the underlying hearing. T. Hall accepted the amendment. J. Warner seconded the motion with amendment.

The Board panel voted as follows:

Aye: T. Hall, J. Warner

Nay: B. Scott

Abstain: 0

The Motion passed.

c. T17-0575, Titcomb v. Vinyard-Ide

Appearances:

Jill Broadhurst
Clark Titcomb

Representative for Owner Appellant
Tenant Appellee

Owner appealed the Hearing Decision which granted the tenant petition restitution for overpaid rent due to invalid rent increases and ordered restitution for splitting utilities relating to garbage and water bills. The total restitution was \$20,593.00. The owner appealed alleging that she was denied an opportunity to present her claim and that the hearing decision denied the owner a fair return on her investment.

Board Discussion

After arguments made by the owner and the tenant, questions to the parties and Board discussion, J. Warner moved to uphold the Hearing Decision based on substantial evidence. T. Hall seconded.

The Board panel voted as follows:

Aye: T. Hall, J. Warner

Nay: 0

Abstain: B. Scott

The Motion passed.

5. SCHEDULING AND REPORTS

None.

6. ADJOURNMENT

The meeting was adjourned at 8:45 p.m.

HRRRB Precedent Appeal Decisions

File #	File Name	Appeal Hearing Date	Subject	Sub-Category	Decision/Precedent
97-11	Brown v. Rudman	09/10/98	Rate Increase	Forfeiture of Increase	Six month forfeiture of rent increase for failure to serve a Notice to Tenants at the inception of the tenancy begins from date of first proper service of Notice to Tenants.
98-02, et al.	Merlo v. Rose Ventures III	06/12/03	Decrease in Housing Service	Standard for Valuation	Per Regulation 10.1, value of decrease in housing service not measured by savings to landlord due to reduced costs.
98-02, et al.	Merlo v. Rose Ventures III	06/12/03	Decrease in Housing Service	Standard for Valuation	Hearing Officer's use of functionality for valuing decreased housing services is reasonable: Officer determined that housing service lost was as emotionally satisfying as the well-being obtained from having on-site security. Since cost of owner-provided security was \$48.27, rent reduction for equivalently satisfying service was \$50
98-02, et al.	Merlo v. Rose Ventures III	06/12/03	Decrease in Housing Service	Standard for Valuation	Hearing Officer's use of functionality for valuing decreased housing services is reasonable: Officer classified tenant's actual living space as most valuable. Next most directly beneficial are owner-provided utilities and parking, since these are bestowed directly to tenant. Less valuable are life-enriching amenities from which tenants share rather than derive an exclusive benefit, like security, garden or social room. Least valuable are "transparent" and passive shared services such as elevator and janitorial service.
98-02, et al.	Merlo v. Rose Ventures III	06/12/03	Decrease in Housing Service	Standard for Valuation	Hearing Officer's use of functionality for valuing decreased housing services is reasonable: Some factors: <ul style="list-style-type: none"> • Whether service is actual living space • Whether service are owner-provided services bestowed directly to tenant • Whether service is life-enriching amenity from which tenants share rather than derive an exclusive benefit • Whether service is "transparent" and passive shared services such as elevator and janitorial service.

HRRRB Precedent Appeal Decisions

99-176	Dabit v. Beacon	09/13/01	Rate Increase	Capital Improvements	Banking of current CPI is required when an increase in rent is due to capital improvement. Policy: to avoid permanent forfeiture of allowable rent increases by landlord who passes on cost of capital improvement.
T01-0260	Harre v. Lapham Co., Inc.	08/28/03	Remedy	Relief in excess of that requested	Relief granted can exceed relief requested in petition, but only when based on findings of fact and conclusions of law justifying such excess relief.
T03-0329	Befort v. Cedarborg	9/21/04	Remedy	Limit on restitution	When increase invalid because no concurrent RAP notice, but landlord gave prior RAP notice, restitution may be awarded on for period beginning 60 days before filing of petition.
<p>Overruled by T09-0086, Lindsey v. Grimesley</p>					
T04-0158	Ulman v. Breen & Orcon	11/18/04	Jurisdiction	Substantial Rehabilitation	Bd. also aff'd. H.D. which stated that implied warranty of habitability not a defense when "breach" caused by tenant To establish an exemption for substantial rehabilitation, a landlord must provide evidence beyond testimony and summaries prepared in anticipation of the hearing. Landlord must substantiate cost of rehabilitation and area of space claimed as new residential space. Evidence can include: date of issuance of building permits, good cause for delay if project exceeded two years, and plans that show area enclosed by building.
T04-0199	Corson v. Port of Oakland	11/18/04	Jurisdiction	Houseboat	According to the City of Oakland Charter, the Port of Oakland, and not HRRRB, has jurisdiction over regulation of rents for live-aboard slips at marinas within Port District.
T04-0248	Elledge v. Munson & Hopkins	01/27/05	Rate Increase	Debt Service	Rent increase based on debt service only allowed for debts secured by property that includes the rental unit whose rent is the subject of the petition. 8% automatic allowance for maintenance, legal and management expenses is a floor.
T05-0220	McGhee v. Carraway-	02/27/06	Decreased Housing	Successor Landlord	New landlord/owner stands in the shoes of former landlord/owner and is liable for obligations of seller/lessor for

HRRRB Precedent Appeal Decisions

	Brown		Services	Liability	
T07-0261	Jackson v. Guion	3/13/08	Jurisdiction	Tenancy on the date of Petition filing	decreased housing services If a person does not have the legal right to occupy a unit on the date the petition is filed, the Rent Program lacks jurisdiction to entertain the tenant petition.
T07-0327	Cohen v. Walker	4/24/08		Debt Service	(1) Debt Service calculation should be done using financial information at the time building was purchased; (2) Regulations do not preclude owner from allocating total amount of calculated debt service increase over more than one year.
Superior Court: Case # 787633-6	Armstrong v. HRRRB	02/23/00	Rent Increase	Banking	Annual rent increases not taken are automatically banked and can be implemented later according to the Ordinance. Landlord does not have to take any action or put tenant on notice of banking increases. Banked increases are automatically conveyed with the property.
Superior Court: Case No. RG05248364	Collins v. City of Oakland	12/21/06	Jurisdiction	Live-work	Live work units are not exempted from Rent Adjustment by Costa-Hawkins
T16-0515	Prager v. Lagos	9/27/18	Exemption	New Construction	Hearing decision denied the exemption for new construction on the grounds that the owner offered no evidence to establish the size of the prior single family residence in order to show that the tenant's unit was outside the footprint. The Hearing Officer stated that in order to qualify for a new construction exemption the new construction must create new units from space not already being used for residential purposes. Since the owners did not provide any evidence regarding the footprint of the prior residential building, there is no way to establish that the tenant's unit is new construction. Board reversed the hearing decision and applied the standard in the Buggs appeal case to this case. The proper analysis is whether the construction is entirely new OR no prior residential use.

Superior Court: Case #RG05248364	Collins v. City of Oakland	12/21/06	Jurisdiction	Live-work	Live work units not exempted from Rent Adjustment by Costa- Hawkins
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CHRONOLOGICAL CASE REPORT

Case No.: T17-0328

Case Name: Guzman v. Mann Edge Properties

Property Address: 320 105th Avenue, Apt. #D, Oakland, CA

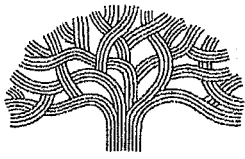
Parties: Alma Guzman (Tenant)
Concepcion Guzman (Tenant)
Gary Cloutier (Tenant Attorney)
Erica MacLeod (Owner Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 30, 2017
Owner Response filed	July 24, 2017
Hearing Decision mailed	December 13, 2017
Owner Appeal filed	January 2, 2018

T17.0328 RC/BC

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	2017 MAY 30 AM 10:49
	<u>TENANT PETITION</u>	

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

Please print legibly

Your Name Alma Guzman	Rental Address (with zip code) 320 105 th Ave Apt D Oakland CA 94603	Telephone: 510)798-6091
		E-mail: a1.guzman76@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone: Email:
Property Manager or Management Co. (if applicable) Mann Edge Properties	Mailing Address (with zip code) 4849 E. 12 th St Oakland CA 94601	Telephone: 510)533-6194
		Email:

Number of units on the property: 45

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

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

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

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

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

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

Date you moved into the Unit: 12/1/2011 Initial Rent: \$ 800 /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T 14-0215

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

5-30-17
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

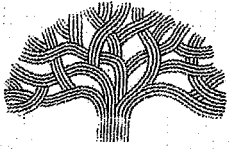
Your property owner(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System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

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

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

• On 5/25/2017 our giant green garbage bins were removed without notice. We were left without garbage bins for a few hours so tenants placed the garbage on the floor. They said that the giant bins were removed due to large objects being thrown away so now there is trash accumulating on the sidewalk. The giant bins were replaced with the small brown bins. Not even a week after the bins were placed, on 5/29/2017 the bins overflowed and the trash spilled onto the floor. This is putting my health and my family's health at risk, life has no monetary value. 50% of Rent

• Beginning 5/1/2017 all tenants had their parking space reduced. Inside the parking lot they are only allowing 1 car per unit because they said it was listed in the contract that way. Eventhough it was listed that way, tenants were allowed to have more than 1 car parked inside with previous landlords. If we want additional parking spaces, they offered to rent them for \$180/month. I value my parking at \$200, they neighborhood is not safe so I feel uncomfortable being forced to park my vehicles in the street.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2017 JUL 24 PM 4
PROPERTY OWNER RESPONSE

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

CASE NUMBER T17 - 0328

Your Name MANNEDGE PROPERTIES	Complete Address (with zip code) 4849 E. 12TH STREET OAKLAND, CA 94601	Telephone: 510-533-6066 Email:
Your Representative's Name (if any) ERICA MACLEOD	Complete Address (with zip code) 4849 E. 12TH STREET OAKLAND, CA 94601	Telephone: 510-533-6066 Email: ERICA@RENTOAK.COM
Tenant(s) Name(s) ALMA GUZMAN	Complete Address (with zip code) 320 105TH AVE, #D OAKLAND, CA 94603	
Property Address (If the property has more than one address, list all addresses) 314, 318, 320, 324 105TH AVENUE OAKLAND, CA 94603		Total number of units on property 49

Have you paid for your Oakland Business License? Yes No Lic. Number: 00194669
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 45-5369-11-3
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 05./ 02. 16

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

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

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

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

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

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

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

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

The tenant moved into the rental unit on 12/16/2011

The tenant's initial rent including all services provided was: \$800.00 / month.

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

If yes, on what date was the Notice first given? 12/14/2011

Is the tenant current on the rent? Yes No

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
	UNKNOWN	\$ 800.00	\$ 830.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

PLEASE SEE ATTACHED STATEMENT

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

V. VERIFICATION

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



Property Owner's Signature

07/10/2017

Date

MANNEDGE PROPERTIES

OWNER STATEMENT

Our tenant, Alma Guzman, who resides at 320 105th Avenue, Apt. #D, filed a petition with the Oakland Rent Board for the following:

Section I (h) Health, safety or building code violation in the unit.

Section I (i) Owner providing fewer housing services than previously received.

Complaint #1:

We acquired the property just over one year ago. At which time, the previous owners lead us to believe the Waste Management Monthly Service would be approximately \$1775.00 (See attached Waste Management Invoice for June 2016.) Since acquiring the property the Waste Management utility bill almost doubled that amount. (See attached Waste Management monthly invoices.)

Trash started becoming an on-going issue when the tenants started throwing away large items, (ie. Boxes, mattress's, furniture. Basically, items other than trash) into the dumpsters. The tenants would, and still continue to, leave items by the dumpster and each week we receive Waste Management overage service invoices. (See attached overage incident invoices with photos.)

***** Please note the cubic yards of trash service we provide for the 49-unit property, is over 4000 gallons each month. This amount of monthly service exceeds the city requirement of property owners providing each unit with 20 gallons (or 980 gallons total) of weekly service. *****

Our office has reached out to the tenants regarding the trash issue and requested that only trash was thrown away in the dumpsters several times. Additionally, there are two on-site resident managers, who talk to the tenants daily about proper disposal of their trash and who deal specifically with picking up trash on the property. After exhausting all options, including taking advantage of the bulky pick up service Waste Management provides and through tenant communication, it was apparent that we needed to change the service in order to gain some control over the trash problem occurring on the property. It was thought that if we replaced the dumpsters with eleven 96 gallon bins, (1056 gallons of weekly trash service for the property, not including recycling or yard waste) and still over the city requirement, no miscellaneous items would be thrown away, therefore the overage charges would cease. Our office consulted with Waste Management who approved the change in service.

The Waste Management service was initially changed on May 25, 2017, (the day the tenant states in their petition that there was no service.) On this day, the 3-cubic yard and 2- cubic yard dumpsters were in the process of being swapped out by Waste Management. Per Waste Management protocol, 1 truck comes to pick up garbage receptacles and another truck delivers the new receptacles later that day. Waste Management does not give a specific time for the pick-up and delivery, they are only able to provide a date.

MANNEDGE PROPERTIES

After this change, we continued to run into the same overage issue. We then contacted Waste Management for a second time who then did an on-site inspection. They approved another service change from the 11 (eleven) 96 gallons containers to forty-nine 20 gallon containers. This arrangement would now provide each individual unit with their own waste container and hold each unit responsible for their own household waste. Before we had a chance to implement this service change our office had received numerous complaints from the property tenants about the trash service and immediately we went back to the original dumpster container arrangement, per the tenant's request.

Even though we went back to the previous trash service arrangement, per the property tenant's request, we are still incurring overage charges each week. However, we will always continue to look for a better solution. As property owners, our tenant and their family's health and safety is our top priority.

Complaint #2:

After acquiring the property, we noticed the tenants were parking all over. The tenants were parking in the fire lanes, along the building, in the opposite direction of the flow of traffic and in some incidences, tenants would park 2 cars in one stall, back to back. (See attached aerial photo.) The parking lot was in poor condition with large pot-holes in the pavement and the pavement was soaked with oil and grease.

Within a few months of acquiring the property we re-paved the entire lot, a cost exceeding \$70,000.00. (See attached proposal & contract.) We added 6 inches of new asphalt, installed 12 Ballard's, 2 sections of concrete, stripped and lettered new vehicle stalls, and added handicap parking.

In total there are 53 stalls, providing each unit, **per their lease agreement**, a place to **park one vehicle**. (See attached leased agreement). In addition to the unit stalls, there are 3 reserved stalls for manager visits, vendors and the mailman. These reserved stalls are for the sole use of the management and not for tenant use.

Each unit has come to our office and registered one vehicle for their unit and we have provided them with a parking permit. We have not reduced any tenant services, we are just simply enforcing the terms of the lease agreement with the best interest of the tenants' health and safety are of concern.

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0328, Guzman v. MannEdge Properties
PROPERTY ADDRESS: 320 105th Avenue, Apt. #D, Oakland, CA
DATE OF HEARING: October 20, 2017
DATE OF DECISION: December 13, 2017
APPEARANCES: Alma Guzman, Tenant
Concepcion Guzman, Tenant
Marci Valdivieso, Interpreter
Gary Cloutier, Attorney for Tenant (present
for first 1/2 hour of Hearing)
Graciela Pulido, Witness for Owner
Erica MacLeod, Owner Representative

SUMMARY OF DECISION

The tenant's petition is partly granted. The tenant's rent is set forth in the Order below.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on May 30, 2017, in which she claimed that her housing services had decreased and that at present there exists a health, safety, fire or building code violation in the unit. The claims of decreased services involve the removal of large green garbage bins and the resulting accumulation of trash and the reduction of their right to park multiple cars in the parking lot.

The owner filed a timely response to the tenant petition on July 24, 2017, denying that the tenant's housing services had decreased.

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THE ISSUES

1. When, if ever, was the proper form Notice to Tenants of the Rent Adjustment Program (*RAP Notice*) first served on the tenants?
2. Does the RAP have jurisdiction over claims of harassment?
3. Have the tenant's housing services decreased, and if so, by what percentage of the total housing services provided by the owner?
4. What, if any, restitution is owed between the parties and how does it affect the rent?

EVIDENCE

Rental History: The tenant Alma Guzman testified that she and her husband Concepcion Guzman moved into the subject rental unit in December of 2011. At the time, the rental unit was owned by the prior owner, Danny Doh. When they rented the unit they were provided a written *Rental Agreement* in English which they signed.¹ They were also provided with a *Notice to Tenants Regarding Oakland's Rent Adjustment Program* in English. Mr. Guzman testified that he speaks some English and communicated with the prior owner in English. He does not read or write English, but the owner marked the places he was to sign on the lease and accompanying documents, and he signed them.

The lease sets forth the original rent as \$800 a month. The tenants are now paying rent of \$830 a month.

Decreased Housing Services:

Garbage: Tenant Alma Guzman testified she lives in a 49 unit apartment complex. Up until May of 2017, the owner provided 4 garbage bins of 3 cubic yards each. These were large green bins. Sometime at the end of May of 2017, the large bins were taken away. For several days there were no garbage bins at all and the tenants had no choice but to leave their garbage in the area where the garbage bins had been located. Then at some point, nine to ten small brown garbage bins were provided.

These garbage bins were not large enough to accommodate the large quantities of garbage generated by the large number of tenants, so the area became full of garbage, maggots and rodents as well as a terrible smell. The tenant complained to management but no clear action was taken. The tenant produced photographs of the garbage area, both during and after the problem with the garbage bins which show large piles of garbage on the property.² The brown garbage bins were present for 3 weeks, before the owner replaced those bins with green bins.

¹ Exhibit 1. All Exhibits referred to in this Hearing Decision were admitted into evidence without objection, except for Exhibit 2.

² Exhibit 3, pp 1-29.

The tenant contacted *Alameda County Vector Control* in August of 2017, complaining about the problem. The *Vector Control* records show that on August 9, 2017, Ms. Guzman called the agency and told the inspector Guerra-Martinez that "there are only 2 garbage bins that are overflowing and there are maggots all over."³ Ms. Guerra-Martinez came to the units on August 11, 2017. She found "2 large dumpsters, one had lids open. I observed flies, meat bones on the ground and some maggots. The 3rd dumpster has a broken wheel, cannot be used and is blocking one side of the parking path." The tenants then explained to Ms. Guerra-Martinez that they were concerned about harassment by the management for complaining. The *Vector Control* records also show complaints by other tenants in June and July of 2017, about the same conditions.⁴

The tenants further testified that in the past, garbage bins were picked up twice a week. Now, there are only 2-3 yard bins and 2- 2 yard bins, so there is still not as much garbage space as there was before. And now, the owners only have the garbage picked up once a week, not twice a week.

The owner's representative, Erica MacLeod, provided MannEdge's *Waste Management* bills. The bills show that in June of 2016, the owner was providing four 2-yard containers, for a total of 8 cubic yards.⁵ This remained true until May of 2017, when at first, the owner changed to provide three 2-yard and one 3-yard container, for a total of 9 cubic yards.⁶ Then, later that month, the owner changed the order with *Waste Management* to eleven 96 gallon totes, rather than the large green bins.⁷ There were problems with this change and a variety of tenants complained, so after some period of time (a matter of weeks) they changed back to the large green bins. Ms. MacLeod did not testify as to when this occurred.

The bills also show that over the year, *Waste Management* was regularly providing letters to MannEdge about overflowing garbage at the property and were charging additional fees for the overflow.⁸ This happened 13 times over the year between June of 2016 (soon after they purchased the property in May of 2016) through June of 2017. Then, in July of 2017, the bill shows that the owner decreased the garbage bins to one 2-yard and one 3-yard container, for a total of 5 cubic yards. This was again a problem, because MannEdge received a letter from *Waste Management* in July of 2017 about overflowing bins. The owner's *Waste Management* packet ended in July of 2017, so it is unclear from that source when the owner switched back to 4 garbage bins.

The tenant testified that at the time of the Hearing, the owner was providing two 3 yard containers and two 2 yard containers for trash service. The owner's representative did not contest this testimony.

³ Exhibit 2, p 1. The owner's representative at first objected to the admission of the *Vector Control* reports. After being given a chance to review them, she withdrew her objection.

⁴ Exhibit 2, pp 3-5

⁵ See Exhibit 4, page 38.

⁶ Exhibit 4, page 95

⁷ See Exhibit 4, page 99

⁸ See Exhibit 4

Parking: The tenants testified that when they moved into the unit they always had access to two parking spaces. While the lease provides for 1 parking space, the owner always allowed them to have two parking spaces.⁹ This started immediately when they moved in, and they have two remote controls for the parking gate, one for each car. They have proof that they paid for two remote controls.¹⁰ They were given one assigned space, and could always park their second car in an extra spot. But since May of 2017, he has been told he cannot park two spots in the lot and he stopped parking the second car.

Graciela Pulido testified that she was the manager under the prior owner, David Kim. She has been living on the subject property for a long time, and acknowledged that the tenants used to be able to park two (and sometimes three) cars on the premises. At the time, most of the units were not rented, so they used to allow tenants to park more than one car. They had one space that was assigned, and then could park in an open spot. The tenants regularly parked their second car in the lot, because they were allowed to do that. But now, most of the units are rented, so there is not enough room for everyone to park.

Ms. Pulido further testified that the parking lot was repaired in June of 2016. Before it was repaired, there were about 60 parking spaces, but now there are only 52 spaces. Forty-nine spaces are provided for the tenants for the 49 units, and three are provided for workers or the owners who need a place to park.

Erica MacLeod testified that in April of 2017, the tenants were notified that they had to come in and register a car for the parking lot. In that letter, they were also told that they could not park two cars in the lot. That letter was not provided. However, in May of 2017, the tenants were provided a parking agreement in Spanish, in which they were told that the only one vehicle could be parked in the lot.¹¹ She further testified that even though the tenants have been told to only park one car, they continue to park two cars in the lot.

The tenants testified that sometimes during the day, they briefly park two cars in the lot, but only to drop off things.

Harassment: The tenant sought to testify about being harassed by the ownership after she has complained about these problems. She was told not to testify about these issues.

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⁹ See Exhibit 1, page 26 for the reference to 1 parking space being assigned.

¹⁰ Exhibit 6. Note that one of the receipts for the parking remote is dated on December 14, 2011, the date of the lease. The second one is dated on January 18, 2012.

¹¹ Exhibit 5, page 114. This was translated into English by the interpreter. Line 7 says that "only the registered vehicle can park at any moment. For example, one car and one motorcycle are two vehicles and cannot be together. The second vehicle will be subject to being towed at the expense of the owner of the vehicle." Line 9 says that "no secondary vehicle can be parked in the same parking space."

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the proper RAP Notice first served on the tenant?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy¹² and together with any notice of rent increase or change in the terms of a tenancy.¹³ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.¹⁴

The tenants were provided an English language copy of the *RAP Notice* when they moved into the unit. While Alma Guzman does not speak English, her husband does. Her husband spoke in English with the owner of the property when he moved into the unit. He testified that he does not read or understand written English, but there was no testimony that he informed the owner of this fact.

California Civil Code § 1632(b)(3) states that when a person enters into a contract and primarily negotiates the terms of the contract in a language other than English, the owner must give the consumer a translation of the contract in the same language in which the negotiation was held. Here, when the tenants moved into the unit, all key discussions were in English. Therefore, unless the tenants informed the owner that they did not read English, the owner was not on notice that a Spanish language copy of the *RAP Notice* was necessary.

Therefore, the tenants have been validly served with the initial *RAP Notice*. However, the owner is now on notice that the tenants do not read written English. Future *RAP Notices* should be served in Spanish.

Does the RAP have jurisdiction over claims of harassment?

At the Hearing, the tenants tried to raise claims of harassment from the owners. This claim cannot be considered for two reasons. First, it was not listed on their petition. Due process requires that an owner be given notice of the claims that will be made at a Hearing. Second, the tenants claims of harassment are not claims that can be made at a RAP proceeding.

The RAP is an administrative agency whose power is limited to enforce the provisions of the Rent Adjustment Ordinance. In the case of *Larson v. City and County of San Francisco*, (2011) 192 Cal. App. 4th 1263, the court examined the authority of San Francisco's Rent Board. The court held that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature. The Court specifically held that the loss of quiet enjoyment is not such a claim. *Larson* at p. 1281. Neither are claims about harassment.

¹² O.M.C. § 8.22.060(A)

¹³ O.M.C. § 8.22.070(H)(1)(A)

¹⁴ O.M.C. § 8.22.060 (C)

The Residential Rent and Relocation Board has also stated that the RAP does not have jurisdiction over any such claims. See the *Housing, Residential Rent and Relocation Board Decision in Aswad v. Fields*, TO3-0377. The tenants' claims for decreased housing services as they relate to the covenant of quiet enjoyment and harassment, are not claims that can be made under the Rent Adjustment Ordinance. While these acts may well constitute civil wrongs, these claims must be made in a court of competent jurisdiction. The tenants' claims for decreased housing services as they relate to harassment are therefore denied.

Have the tenant's housing services decreased, and if so, by what percentage of the total housing services provided by the owner?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁵ and may be corrected by a rent adjustment.¹⁶ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

In a decreased housing services case a tenant must establish that he or she has given the owner notice of the problems and the opportunity to fix the problems before he or she is entitled to relief. Additionally, there is a time limit for claiming decreased housing services. Once a *RAP Notice* has been given, a tenant petition for decreased services must be filed within 90 days of the date of loss if the loss is a result of a noticed or discrete change.¹⁷ If it's an ongoing issue, the tenant can file at any time, but is limited to restitution for 90 days before the *Tenant Petition* is filed.¹⁸

Since the tenants' claims are regarding events that occurred in April and May of 2017, and they filed their petition on May 30, 2017, their petition is timely. Additionally, since both the garbage changes and the parking changes were done by the owner, it is clear that the owner is on notice about both these issues.

Garbage: The *Waste Management* records establish that prior to May of 2017, the owner was providing garbage service at the property by having four individual 2-cubic yard garbage bins. A change was made and they switched to smaller individual garbage cans. This was a mistake and a decrease in services which led to garbage being strewn around the apartment site. This appears to have lasted about three weeks. The owner then switched back to the larger green bins, this time providing one individual 2-cubic yard bins and one individual 3-cubic yard bins, a smaller capacity than before.

Clearly, an ongoing problem occurred because according to the *Vector Control* records, one of the bins was out of service for some time. There was testimony that at some point, but the timing is unclear, the owner began providing four bins, totaling 10 cubic

¹⁵ O.M.C. § 8.22.070(F)

¹⁶ O.M.C. § 8.22.110(E)

¹⁷ O.M.C. § 8.22.090(A)(3)(a)

¹⁸ O.M.C. § 8.22.090(A)(3)(b)

feet. The owner did not produce the *Waste Management* bills after July of 2017, so it is not clear when this began. The tenant testified that by October of 2017, the owner was providing two 2 yard containers and two 3 yard containers. Based on a totality of the evidence, it appears that by October of 2017, the owner was providing more garbage service than before. There is no indication of an ongoing problem after November of 2017.

An owner has a duty to provide garbage service and to be sure the property does not have garbage strewn about, causing an increase in vermin and bugs. From May through October of 2017, there was an ongoing problem with garbage on the premises. While Ms. Guzman claims that this is continuing in that the garbage bins provided are now smaller, this is not the case. The total capacity, providing all the bins are working, is now larger than in the past.

Therefore, the tenant is entitled to restitution of overpaid rent for this condition from May of 2017 when it began, through October of 2017, when it appears to have resolved. The decrease for this condition is 3% of the rent, based on the vermin the garbage attracted and the large amount of garbage strewn about the property. The restitution is shown on the chart below.

Parking: The tenants' original lease was for 1 parking space but immediately after moving in the tenants made arrangements to purchase a second remote and was given access to a second parking space. This was a modification of the lease, with the approval of both parties, since the prior owner sold the second remote to the tenant. This occurred less than a month after they moved in, so was clearly a service provided from almost the very beginning of the tenancy. Therefore, the removal of the second parking space was a decrease in housing services.

The tenants are entitled to an ongoing rent decrease of \$40 a month for the loss of this parking space until the owner provides them an additional space. Additionally, as noted on the chart below, they are entitled to restitution beginning in May of 2017, when the second parking space was removed. The fact that Mr. Guzman occasionally parks his second car on the property incidental to dropping things off at his unit does not change this result. He is required to park his second car off property in the evenings.

What, if any, restitution is owed between the parties and how does it affect the rent?

The tenants' current base rent is \$830 a month. As noted above, they are entitled to an ongoing \$40 a month rent decrease for the loss of their second parking space, resulting in a current legal rent of \$790 a month, beginning January 1, 2018, before consideration of restitution.

Additionally, as noted on the chart below, the tenants are entitled to restitution of \$519.20, due to overpaid rent based on the conditions related to the garbage and the loss of parking. This loss is calculated through the end of December of 2017.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Garbage	1-May-17	31-Oct-17	\$830	4%	\$ 33.20	6	\$ 199.20
Parking	1-May-17	31-Dec-17			\$ 40.00	8	\$ 320.00
					\$ -		-
TOTAL LOST SERVICES							\$ 519.20
RESTITUTION							
					MONTHLY RENT		\$830
					TOTAL TO BE REPAID TO TENANT		\$ 519.20
					TOTAL AS PERCENT OF MONTHLY RENT		63%
			AMORTIZED OVER	9	MO. BY REG. IS		\$ 57.69

Overpayments of this size are ordered repaid over a 9-month period.¹⁹ Therefore, from January 1, 2018 through September 30, 2018, the tenants' rent is \$732.31 a month. The rent reverts to \$790 a month, on October 1, 2018 (unless the tenant has been provided with an additional parking space.)

However, should the owner provide a second parking space, the owner can increase the rent by \$40 a month. **In order to increase the rent after the restoration of a service the owner must provide the necessary notice pursuant to Civil Code § 827.**

Should the owner wish to, it can pay the restitution owed to the tenants in one lump sum. If the owner pays the restitution, the tenants must stop deducting the \$57.69 per month from their current legal rent.

The owner may otherwise be entitled to a rent increase under the Rent Adjustment Ordinance and California Law provided that any rent increase notice is served with a Spanish language version of the *RAP Notice*.

ORDER

1. Petition T17-0328 is granted in part.
2. The tenants' base rent is \$830 a month.
3. The tenants are entitled to an ongoing \$40 a month rent decrease for the loss of a parking space, bringing their current legal rent, effective January 1, 2018, to \$790 a month, before consideration of restitution.

¹⁹ Regulations, § 8.22.110(F)(4)

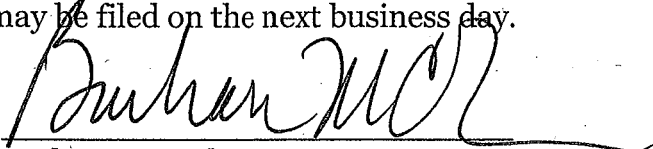
4. The tenants are owed restitution of \$519.20 due to the past decreased services. This restitution is ordered repaid by a rent deduction of \$57.69 a month, beginning on January 1, 2018 and ending after the rent payment in September of 2018. The tenants' rent during that period is \$732.31 a month. The rent restores to the current legal rent of \$790 a month, on October 1, 2018.

5. If the owner provides a second parking space to the tenants, it can increase the rent by \$40 a month, providing proper notices are served.

6. The owner may otherwise be entitled to a rent increase under the laws of the Rent Adjustment Ordinance and California law. Any rent increase notice should be accompanied by a Spanish language version of the *RAP Notice*.

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

Dated: December 12, 2017


Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number(s): T17-0328

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

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

Alma Guzman
320 105th Ave, #D
Oakland, CA 94603

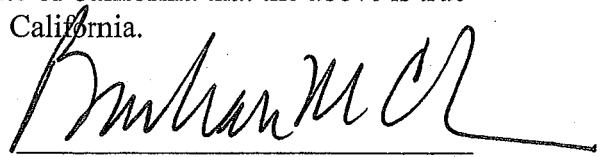
MannEdge Properties
4849 E. 12th Street
Oakland, CA 94601

Gary Cloutier
Wolff Law Offices
1956 Webster St, # 275
Oakland, CA 94612

Erica MacLeod
4849 E. 12th Street
Oakland, CA 94612

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

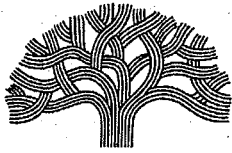
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 13, 2017, in Oakland, California.



Barbara M. Cohen
Oakland Rent Adjustment Program

RECEIVED

For date stamp: 9 2017
2017 DEC 33 PM 12:00



CITY OF OAKLAND

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

RENT ADJUSTMENT PROGRAM
OAKLAND

RECEIVED
APPEAL

Jan 02 2018

Appellant's Name MannEdge Properties		RENT ADJUSTMENT PROGRAM <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 320 105th Ave APT #D Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 4849 E 12th Street Oakland, CA 94601		Case Number T17-0328	Date of Decision appealed December 13, 2017
Name of Representative (if any) Surinder Kaur Mann (Owner)	Representative's Mailing Address (For notices)		

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

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

For more information phone (510) 238-3721.

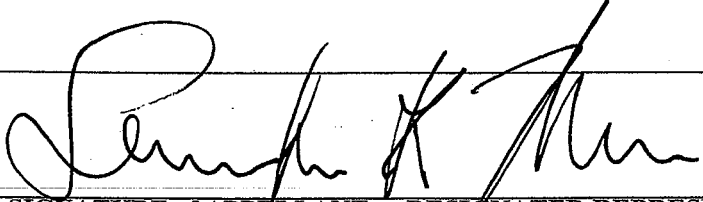
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 38

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

I declare under penalty of perjury under the laws of the State of California that on 12/29/2017, 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>	Alma Guzman
<u>Address</u>	320 105th Ave #D
<u>City, State Zip</u>	Oakland, CA 94603
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<u>12/29/17</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

RECEIVED

JAN 02 2018

RENT ADJUSTMENT PROGRAM 2
 OAKLAND

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.



December 29, 2017

CASE NUMBER: T17-0328, Guzman v MannEdge Properties
PROPERTY ADDRESS: 320 105th Avenue, Apt. #D, Oakland, CA
DATE OF HEARING: October 20, 2017
DATE OF DECISION: December 13, 2017

OWNER'S APPEAL

MannEdge Properties objects with City of Oakland Rent Board's decision dated December 13, 2017, and requests an appeal. MannEdge Properties disagrees the tenant is owed restitution for overpaid rent due to garbage service and disagrees the tenant is entitled to a permanent rent reduction for the loss of a parking space.

MannEdge Properties requests an appeal on the grounds that it is not supported by substantial evidence indicated in the lease agreement and violates Landlord rights according to California law.

GARBAGE

The attached Waste Management records shows:

May 2017	(1) Two-Yard & (2) Three Yard Containers =	1,600 Gallons
June 2017	(11) 96 Gallon Containers =	1,056 Gallons
July 2017	(1) Two-Yard & (1) Three Yard Containers =	1,000 Gallons
Aug 2017	(1) Two-Yard & (2) Three Yard Containers =	1,400 Gallons
Sept 2017	(2) Two-Yard & (2) Three Yard Containers =	1,000 Gallons
Oct 2017	(2) Two-Yard & (2) Three Yard Containers =	2,000 Gallons
Nov 2017	(2) Two-Yard & (2) Three Yard Containers =	2,000 Gallons
Dec 2017	(2) Two-Yard & (2) Three Yard Containers =	2,000 Gallons

For the month of June, there was a transition to waste containers because of several vacancies in the building. For July, waste service returned back to 2-3 yard containers and total waste capacity increased to even higher capacity in August. For the past 4 months, MannEdge Properties have supplied higher total capacity of containers compared to months prior to May.

As a result, MannEdge Properties disputes "Ms. Guzman claims that this is continuing in that the garbage bins provided are now smaller," this is ***not*** the case. The total capacity, is now larger than it ever has been in the past. As a result, MannEdge Properties believes the restitution of \$33.20 per month for 6 months (May to October) for a total of \$199.20 is excessive.

MannEdge is agreeable to a restitution of \$33.20 for the month of June 2017, the ***only*** month there was less than adequate waste service.

PARKING

The tenants' lease dated 12/16/2011 (attached page 7) states the tenant is only allowed 1 (one) parking space. Tenant states immediately after moving in, the tenants made arrangements to purchase (from the previous owner) a second garage remote and was given access to a second parking space. "This was a modification of the lease, with the approval of both parties, since the prior owner sold the second remote to the tenant. "

MannEdge Properties disagrees private transaction of a garage remote entitles the tenant to own an additional parking space in perpetuity. There is no purchase or lease agreement for the second remote nor is the garage remote unique to any specific parking space. The garage remote allows access to a common parking area.

It is possible the previous owner's original intentions of selling the second remote was to allow the tenant to have two garage remotes to one parking space, as the remote allows access to the common area to all parking area.

As for lack of parking enforcement of tenant's second parking space, that is the previous owner's mismanagement. MannEdge Properties, as the current owners of the property, abides by the executed written lease agreement that was signed by both parties that states that included in the monthly rent, only "one parking space are included." A second parking space is not included in the lease agreement, nor is it implied by "the previous owner selling the tenant an extra remote," as there is no extra space available.

As a result, MannEdge Properties disagrees with the Rent Board's decision to award restitution of \$40 a month rent for the 8 months between May to October for a total of \$320. This is in addition to the permanent \$40 a month reduction for all future rents. The tenant suffered a "loss of their second space" because there is no prior sales agreement the states the tenant is entitled to second parking space if they own the second garage remote nor is there a lease agreement for the second parking.

All the parking spaces provided at the building is private property owned by MannEdge Properties. MannEdge Properties has the discretion to assign parking spaces as long as it does not violate terms of any existing lease agreements between neighboring tenants.

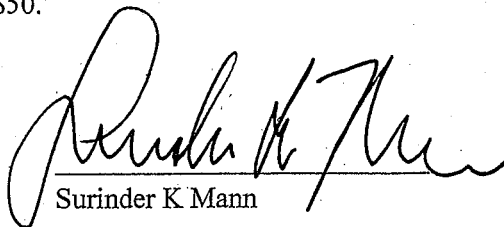
Lastly, there just isn't enough parking capacity to allocate two parking spaces to each of the 49-unit property. Allowing Ms. Guzman two parking spaces sets a bad precedent for the community and put the property owner in the impossible position of providing the equal benefit to all other tenants in the building. The overflow of cars parked can also threaten the parking rights of neighboring tenants who are entitled to one parking space. Additionally, the excessive number of vehicles parked poses a danger to pedestrians and children who walk through the area.

As a result, MannEdge Properties will enforce the terms of the lease agreement which states tenant is entitled to one assigned parking space. As for the garage remote sold by the previous owner, MannEdge is willing to purchase back the remote from the tenant for a one-time payment of \$50.

CONCLUSION

1. MannEdge Properties is agreeable to reimburse tenant a total of \$33.20 for one month overpayment of July 2017's rent due to conditions relating to garbage.
2. MannEdge Properties will enforce the terms of the lease agreement which states tenant is entitled to one assigned parking space. MannEdge Properties is agreeable to purchase back the the "garage remote" from the tenant for a one-time payment of \$50.

Dated: December 29, 2017


Surinder K Mann

RentOak/MannEdge Properties

4849 E. 12th Street

Oakland, CA 94601

510.995.6251 | 510.995.OAK1

mike@rentoak.com

RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this 16th day of December, 2011 between

Luminda Properties

"Owner/Agent", whose address and phone

number are 544 International Blvd, Oakland, CA 94606

and Concepcion Guzman-Huerta; Alma Guzman Resident.

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL UNIT: Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: 320 D 105th W, Oakland CA 94603

on a month-to-month term.

2. RENT: Rent is due in advance on the 1st day of each and every month, at \$ 800 per month, beginning on 12/1/11, payable at 544 International Blvd.

hours of 10 am and 6 pm on the following days of the week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit (see Owner/Agent for details) and Cash

If rent is paid after the 5th of the month, there will be a late charge of \$ 30 assessed. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 10 not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

3. SECURITY DEPOSIT: Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 1075 prior to taking possession of the unit or no later than Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

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

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. CASH PAYMENT: The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.



California Apartment Association Ap... www.caanat.org Form 2.0 - Revised 10/05 - A, 2005 Page 1 of 3

TIA-0328

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5. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 30-day notice of termination of tenancy. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.

6. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

LUIS GUZMAN (5 YRS)
Alma Guzman 5-30-76 JOSE GUZMAN (16 YRS)
Concepción Guzman 11-08-73 YARABELLY GUZMAN (14 YRS)
Emely Guzman (8 YRS)

7. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture or

un-moving vehicle shall be kept or allowed in or about the premises.

8. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

9. **REPAIRS AND ALTERATIONS:** Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

10. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

11. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident is is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

12. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except:

water, garbage

13. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.



15. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
16. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
17. **SALE OF PROPERTY:** In the event of the sale or refinancing of the property, if Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
18. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
19. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.megnsnslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

20. **ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

<u>ARG-CG</u> Resident Policies & Rules	<u>ARG-CG</u> Smoke Detector Agreement	<u>ARG-CG</u> R.A.P.
<u>ARG-CG</u> Move-In/Move-Out Itemization	<u>ARG-CG</u> Pet Agreement	CC & Rs
_____ Pest Control Notice	<u>ARG-CG</u> Asbestos Addendum	_____ Drug Free Housing
_____ Satellite Addendum	<u>ARG-CG</u> Lead Disclosure Addendum	_____ Proposition 65 Brochure
_____ Pool Rules	<u>ARG-CG</u> Mold Addendum	<u>1</u> Other: <u>3rd floor</u>
		Other: _____

21. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
22. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
23. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
 the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ _____, plus court costs.
 or
 each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

12-14-11
Date

12-14-11
Date

Date

[Signature]
Resident

Concepcion Guzman
Resident

[Signature]
Owner/Agent



California Apartment Association Approved Form
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**CITY OF OAKLAND RENT ADJUSTMENT PROGRAM
NOTICE TO TENANTS REGARDING OAKLAND'S RENT ADJUSTMENT PROGRAM**

Oakland has a Residential Rent Adjustment Program (Oakland Municipal Code Chapter 8.22) that regulates certain residential rents. Oakland's Residential Rent Adjustment Program Office ("Rent Program"), is located at 250 Frank H. Ogawa Plaza, 5th Floor, Suite 5313, Oakland CA 94612 - (510) 238-3721. The Rent Program assists property owners and tenants by administering a hearing process and offering mediation for rent increases. These services are available at the Rent Program Office. Although the Rent Program offers means for resolving disputes, tenants and owners are encouraged to talk and resolve their disputes between themselves. The Rent Ordinance and Rent Program Regulations, which provide more details on the Rent Program, are available at the Rent Office and on line at www.oaklandnet.com/government/ced/hcd. This notice provides limited general information. For more information contact the Rent Program.

RENT INCREASES

An owner may increase a continuing tenant's rent each year at a rate according to a formula (the "CPI Rent Adjustment"). The Rent Program announces the annual rent adjustment each year in March. An owner may increase rent not more than once a year on or after a tenant's anniversary date (date of the last increase or, if none, tenancy commencement date). An owner may notice a rent increase above the CPI Rent Adjustment. An owner may justify such a rent increase on one or more of the following grounds: 1) Banked Rent Increases; 2) Capital Improvements; 3) Uninsured Repairs; 4) Increased Housing Service Costs; 5) Debt Service Costs, or 6) necessary to meet constitutional fair return standards. A tenant may request in writing a summary of the owner's justifications for the rent increase within 30 days of being served with a rent increase notice. The owner must respond in writing within 15 days of the tenant's servicing the request for a summary.

FILING A PETITION

1) A tenant must file a petition within 60 days after being served with a rent increase notice or within 60 days of receiving this "Notice to Tenants" for the first time. 2) If a tenant does not file a petition within the required time, the Tenant loses his/her right to contest the increase. 3) To petition, a tenant's rent must be current or be lawfully withheld. 4) Petitions are decided by a Hearing Officer based on evidence from the owner and tenant. 5) Either party may appeal a Hearing Officer's decision to the Housing Residential Rent and Relocation Board.

HOW MUCH RENT TO PAY WHILE A PETITION IS PENDING

A tenant must pay all rent increases when due until the tenant files a petition. After a tenant files a petition, the tenant is only required to pay the amount of the CPI Rent Adjustment, if the owner states that amount separately on the rent increase notice. If the owner does not separately state the amount of the CPI Rent Adjustment, the tenant need not pay any of the rent increase while the petition is pending. Once the petition is decided, the tenant must pay the full amount of any increase ordered by the Hearing Officer retroactive to the date when the rent increase would have been effective under the owner's rent increase notice. Because the rent increase may be retroactive, Tenants are encouraged to save the increase amount.

MEDIATION

Owners and tenants are encouraged to talk and resolve their differences. The Rent Program offers mediation of rent increase disputes and some evictions. Mediation is voluntary and both sides must agree to participate.

TERMINATION OF TENANCY

Under Oakland's Just Cause for Eviction Ordinance, good cause is required to terminate a tenancy in a unit covered by the Ordinance. An owner terminating a tenancy with or without cause by a notice given under Civil Code §1946 must: 1) include on the termination notice the rent currently paid by the tenant receiving the notice, 2) file the termination notice with the Rent Program Office within 10 days of serving it and 3) give a new tenant a notice informing him/her of the prior tenant's termination of tenancy, the last rent paid by the prior tenant, and the restrictions on rent increases for the new tenant. An owner terminating a tenancy to rehabilitate a rental unit must first obtain a building permit when one is required.

PROGRAM FEE

The City charges owners a \$24 annual fee to support the Rent Program. Owners may require tenants pay half the fee.

RECEIPT OF NOTICE

(Or attach proof of service to owner file copy.)
Address of Rental Unit: 320 105th Ave #D, Oakland, Ca 94603
Tenant's Signature: [Signature] Server's Signature (Print Name): Danny P
Date: 12-14-11 Date: _____
Rev: 5/03

Concepcion German



INVOICE

Customer ID:
 Customer Name:
 Service Period:
 Invoice Date:
 Invoice Number:

16-96073-93007
 LLC SBMAMM
 MAY SERVICE
 05/01/2017
 1318683-2216-8

How To Contact Us Visit wm.com To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup Customer Service: (510) 613-8710	Your Payment Is Due Due Upon Receipt Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.	Your Total Due \$3,231.47 See Reverse for Important Messages
--	--	--

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
3,350.44		(3,350.44)		0.00		3,231.47		3,231.47

Details for Service Location:		Customer ID: 16-96073-93007		
Sbmann 1, Llc, 324 105th Ave, Oakland CA 94603-2983				
Description	Date	Ticket	Quantity	Amount
Overage service yards snapshot charge	04/06/17	255835	1.00	136.15
Ticket Total				136.15
Overage service yards snapshot charge	04/06/17	255836	1.00	136.15
Ticket Total				136.15
Overage service yards snapshot charge	04/06/17	255837	1.00	136.15
Ticket Total				136.15
Billing debit 3-2yds/1-3yds trash	04/06/17	404682	1.00	193.47
Ticket Total				193.47
Available bulky yards	05/01/17		73.50	0.00
64 Gallon cart service - organics	05/01/17		1.00	0.00
Stopwaste fee 4 yards or more	05/01/17		1.00	1.76
Monthly recycle per unit	05/01/17		49.00	538.51
2 Yard container multi-family	05/01/17		3.00	1,392.84
3 Yard container multi-family	05/01/17		1.00	696.44
Total Current Charges				3,231.47

✂ ----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT OF ALAMEDA COUNTY
 172 98TH AVENUE
 OAKLAND CA 94603

 (510) 613-8710
 (510) 562-2854 FAX
 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID (include with your payment)
05/01/2017	1318683-2216-8	16-96073-93007
Payment Terms	Total Due	Amount Paid
Due Upon Receipt	\$3,231.47	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
 Your credit card will be charged \$3,231.47.

2216000169607393007013186830000032314700000323147 2

12216R38

LLC SBMAMM
 4849 E 12TH ST
 OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
 PO BOX 541008
 LOS ANGELES CA 90054-1008

THINK GREEN®



000048

REC-1437085-7016-4



INVOICE

Customer ID:

16-96073-93007

Customer Name:

LLC SBMAMM

Service Period:

JUNE SERVICE

Invoice Date:

06/01/2017

Invoice Number:

1359952-2216-7

<p>How To Contact Us</p> <p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p> <p>Customer Service: (510) 613-8710</p>	<p>Your Payment Is Due</p> <p>Due Upon Receipt</p> <p>Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.</p>	<p>Your Total Due</p> <p>\$1,592.44</p> <p>See Reverse for Important Messages</p>
---	---	---

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
3,231.47		(3,231.47)		(191.05)		1,783.49		1,592.44

Details for Service Location: SBmann 1, LLC, 324 105th Ave, Oakland CA 94603-2983 **Customer ID: 16-96073-93007**

Description	Date	Ticket	Quantity	Amount
Available bulky yards	06/01/17		73.50	0.00
96 Gallon toter per unit	06/01/17		11.00	1,243.22
64 Gallon cart service - organics	06/01/17		1.00	0.00
Stopwaste fee 4 yards or more	06/01/17		1.00	1.76
Monthly recycle per unit	06/01/17		49.00	538.51
Total Current Charges				1,783.49

✂ ----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

WASTE MANAGEMENT
 WASTE MANAGEMENT OF ALAMEDA COUNTY
 172 98TH AVENUE
 OAKLAND, CA 94603
 (510) 613-8710
 (510) 562-2854 FAX
 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID (include with your payment)
06/01/2017	1359952-2216-7	16-96073-93007
Payment Terms	Total Due	Amount Paid
Due Upon Receipt	\$1,592.44	

*** DO NOT PAY--AUTOMATIC PAYMENT WILL BE PROCESSED ***
 Your credit card will be charged \$1,592.44.

2216000169607393007013599520000017834900000159244 9

I2216R43

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WASTE MANAGEMENT OF ALAMEDA COUNTY
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 LOS ANGELES CA 90054-1008

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000049

REF-A13709E-771E-1



INVOICE

To view your Insert
Click the link below:
INSERT1
INSERT2

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

16-96073-93007
LLC SBMAMM
JULY SERVICE
07/01/2017
1452491-2216-2

How To Contact Us Visit wm.com To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup Customer Service: (510) 613-8710	Your Payment Is Due Due Upon Receipt Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.	Your Total Due \$3,611.80 See Reverse for Important Messages
--	--	--

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,592.44		(1,592.44)		(27.51)		3,639.31		3,611.80

Details for Service Location: **Customer ID: 16-96073-93007**
Sbmann 1, LLC, 324 105th Ave, Oakland CA 94603-2983

Description	Date	Ticket	Quantity	Amount
Overage service yards snapshot charge	05/30/17	333871	1.00	309.40
Ticket Total				309.40
Billing debit chg 11-96s 1x to 2xwk	06/22/17	533374	1.00	372.96
Ticket Total				372.96
Available bulky yards	07/01/17		73.50	0.00
64 Gallon cart service - organics	07/01/17		1.00	0.00
Monthly recycle per unit	07/01/17		49.00	635.53
2 Yard container multi-family	07/01/17		1.00	928.57
3 Yard container multi-family	07/01/17		1.00	1,392.85
Total Current Charges				3,639.31

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT OF ALAMEDA COUNTY
 172 98TH AVENUE
 OAKLAND CA 94603

 (510) 613-8710
 (510) 562-2854 FAX
 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID (Include with your payment)
07/01/2017	1452491-2216-2	16-96073-93007
Payment Terms	Total Due	Amount Paid
Due Upon Receipt	\$3,611.80	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$3,611.80.

2216000169607393007014524910000036393100000361180 6

I2216R48

LLC SBMAMM
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OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
PO BOX 541008
LOS ANGELES CA 90054-1008

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000050

065-4435885-7715-A



INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

16-96073-93007
 LLC SBMAMM
 AUGUST SERVICE
 08/01/2017
 1462192-2216-4

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Customer Service:
 (510) 613-8710

Your Payment Is Due

Due Upon Receipt

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Your Total Due

\$2,274.45

See Reverse for Important Messages

Previous Balance	Payments	Adjustments	Current Charges	Total Due
3,611.80	(3,611.80)	(54.71)	2,329.16	2,274.45

Details for Service Location: Sbmann 1, Llc, 324 105th Ave, Oakland CA 94603-2983
Customer ID: 16-96073-93007

Description	Date	Ticket	Quantity	Amount
Overage service yards snapshot charge	07/06/17	388879	1.00	136.15
Ticket Total				136.15
Billing credit 1-2mp/1-3mp 2x to 1x	07/06/17	567638	1.00	(841.22)
Ticket Total				(841.22)
Overage service yards snapshot charge	07/13/17	397746	1.00	136.15
Ticket Total				136.15
Overage service yards snapshot charge	07/13/17	397747	1.00	136.15
Ticket Total				136.15
Billing debit chg 1-3mp to 2-3mp	07/27/17	614722	1.00	121.28
Ticket Total				121.28
Available bulky yards	08/01/17		73.50	0.00
64 Gallon cart service - organics	08/01/17		1.00	0.00
Monthly recycle per unit	08/01/17		49.00	635.53
2 Yard container multi-family	08/01/17		1.00	501.28
3 Yard container multi-family	08/01/17		2.00	1,503.84
Total Current Charges				2,329.16

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Waste Management
 WASTE MANAGEMENT OF ALAMEDA COUNTY
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 OAKLAND CA 94603
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 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID (Include with your payment)
08/01/2017	1462192-2216-4	16-96073-93007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$2,274.45	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
 Your credit card will be charged \$2,274.45.

22160001696073930070146219200002329160000227445 5

I2216R52

LLC SBMAMM
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 OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
 PO BOX 541008
 LOS ANGELES CA 90054-1008

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000051

REF-443085-2716-4



INVOICE

Customer ID: 16-96073-93007
Customer Name: LLC SBMAMM
Service Period: SEPTEMBER SERVICE
Invoice Date: 09/01/2017
Invoice Number: 1485909-2216-4

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p>  <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.</p>	<p>\$1,110.03</p> <p>See Reverse for Important Messages</p>

Previous Balance	Payments	Adjustments	Current Charges	Total Due
2,274.45	(4,548.90)	0.00	3,384.48	1,110.03

Details for Service Location: Sbmamm 1, Llc, 324 105th Ave, Oakland CA 94603-2983
Customer ID: 16-96073-93007

Description	Date	Ticket	Quantity	Amount
Billing debit chg 2-2yd & 2-3yd	08/17/17	654168	4.00	242.55
Ticket Total				242.55
Available bulky yards	09/01/17		73.50	0.00
64 Gallon cart service - organics	09/01/17		1.00	0.00
Monthly recycle per unit	09/01/17		49.00	635.53
2 Yard container multi-family	09/01/17		2.00	1,002.56
3 Yard container multi-family	09/01/17		2.00	1,503.84
Total Current Charges				3,384.48

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Invoice Date	Invoice Number	Customer ID (include with your payment)
09/01/2017	1485909-2216-4	16-96073-93007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$1,110.03	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$1,110.03.

2216000169607393007014859090000033844800000111003 3

12216R57

LLC SBMAMM
4849 E 12TH ST
OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
PO BOX 541008
LOS ANGELES CA 90054-1008

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065-4432885-2216-4

000052




INVOICE

To view your Insert
Click the link below:
INSERT 1

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

16-96073-93007
LLC SBMAMM
OCTOBER SERVICE
10/01/2017
1578900-2216-1

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p>  <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Pyrm due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.</p>	<p>\$3,141.93</p> <p>See Reverse for Important Messages</p>

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,110.03		(1,110.03)		0.00		3,141.93		3,141.93

Details for Service Location: **Customer ID: 16-96073-93007**
Sbmann 1, Llc, 324 105th Ave, Oakland CA 94603-2983

Description	Date	Ticket	Quantity	Amount
Available bulky yards	10/01/17		73.50	0.00
64 Gallon cart service - organics	10/01/17		1.00	0.00
Monthly recycle per unit	10/01/17		49.00	635.53
2 Yard container multi-family	10/01/17		2.00	1,002.56
3 Yard container multi-family	10/01/17		2.00	1,503.84
Total Current Charges				3,141.93

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

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OAKLAND CA 94603
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(510) 562-2854 FAX
caloakland@wm.com

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/01/2017	1578900-2216-1	16-96073-93007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$3,141.93	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$3,141.93.

2216000169607393007015789000000031419300000314193 2

I2216R62

LLC SBMAMM
4849 E 12TH ST
OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
PO BOX 541008
LOS ANGELES CA 90054-1008

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000053

005-107885-17316-4



INVOICE

Customer ID: 16-96073-93007
Customer Name: LLC SBMAMM
Service Period: NOVEMBER SERVICE
Invoice Date: 11/01/2017
Invoice Number: 1588298-2216-8

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit wm.com</p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p>  <p>Customer Service: (510) 613-8710</p>	<p>Due Upon Receipt</p> <p>Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.</p>	<p>\$3,832.82</p> <p>See Reverse for Important Messages</p>

Previous Balance	3,141.93	+	Payments	(3,141.93)	+	Adjustments	0.00	+	Current Charges	3,832.82	=	Total Due	3,832.82
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Details for Service Location: Sbmamm 1, Llc, 324 105th Ave, Oakland CA 94603-2983 **Customer ID:** 16-96073-93007

Description	Date	Ticket	Quantity	Amount
Overage service yards 10651964	10/12/17	522755	1.00	141.22
Ticket Total				141.22
Overage service yards 10651992	10/12/17	522756	1.00	141.22
Ticket Total				141.22
Overage service yards 10683663	10/19/17	534111	1.00	136.15
Ticket Total				136.15
Overage service yards 10683681	10/19/17	534112	1.00	136.15
Ticket Total				136.15
Overage service yards 10683939	10/19/17	534113	1.00	136.15
Ticket Total				136.15
Available bulky yards	11/01/17		73.50	0.00
64 Gallon cart service - organics	11/01/17		1.00	0.00
Monthly recycle per unit	11/01/17		49.00	635.53
2 Yard container multi-family	11/01/17		2.00	1,002.56
3 Yard container multi-family	11/01/17		2.00	1,503.84
Total Current Charges				3,832.82

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OAKLAND CA 94603
(510) 613-8710
(510) 562-2854 FAX
caloakland@wm.com

Invoice Date	11/01/2017	Invoice Number	1588298-2216-8	Customer ID (Include with your payment)	16-96073-93007
Payment Terms	Total Due		Amount		
Due Upon Receipt.	\$3,832.82				

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$3,832.82.

221600016960739300701588298000038328200000383282 3

I2216R66

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OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
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065-4432885-2216-4

000054



INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

16-96073-93007
LLC SBMAMM
DECEMBER SERVICE
12/01/2017
1609957-2216-4

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Customer Service:
(510) 613-8710

Your Payment Is Due

Due Upon Receipt

Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

Your Total Due

\$4,094.98

See Reverse for Important Messages

Previous Balance	Payments	Adjustments	Current Charges	Total Due
3,832.82	(3,832.82)	0.00	4,094.98	4,094.98

Details for Service Location: **Customer ID: 16-96073-93007**
Sbmann 1, Llc, 324 105th Ave, Oakland CA 94603-2983

Description	Date	Ticket	Quantity	Amount
Overage service yards 10761832	11/02/17	550949	1.00	136.15
Ticket Total				136.15
Overage service yards 10761807	11/02/17	550956	1.00	136.15
Ticket Total				136.15
Overage service yards 10761852	11/02/17	550958	1.00	136.15
Ticket Total				136.15
Overage service yards 10801901	11/09/17	558970	1.00	136.15
Ticket Total				136.15
Overage service yards 10801885	11/09/17	558971	1.00	136.15
Ticket Total				136.15
Overage service yards 10801859	11/09/17	558972	1.00	136.15
Ticket Total				136.15
Overage service yards 10801828	11/09/17	558973	1.00	136.15
Ticket Total				136.15
Available bulky yards	12/01/17		73.50	0.00
64 Gallon cart service - organics	12/01/17		1.00	0.00

See second page

✂ ----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT OF ALAMEDA COUNTY
 172 98TH AVENUE
 OAKLAND CA 94603
 (510) 613-8710
 (510) 562-2854 FAX
 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID (Include with your payment)
12/01/2017	1609957-2216-4	16-96073-93007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$4,094.98	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$4,094.98.

2216000169607393007016099570000040949800000409498 4

I2216R71

LLC SBMAMM
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OAKLAND CA 94601-5107

WASTE MANAGEMENT OF ALAMEDA COUNTY
PO BOX 541008
LOS ANGELES CA 90054-1008

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000055

SEE 443700E 7316 4



Customer ID: 16-96073-93007
Customer Name: LLC SBMAMM
Service Period: DECEMBER SERVICE
Invoice Date: 12/01/2017
Invoice Number: 1609957-2216-4

Details for Service Location: Sbmann 1, Llc, 324 105th Ave, Oakland CA 94603-2983		Customer ID: 16-96073-93007		
Description	Date	Ticket	Quantity	Amount
Monthly recycle per unit	12/01/17		49.00	635.53
2 Yard container multi-family	12/01/17		2.00	1,002.56
3 Yard container multi-family	12/01/17		2.00	1,503.84
Total Current Charges				4,094.98

NOTICE

According to the Oakland Municipal Code Section 8.28.100, the owner of any premises generating garbage is responsible for maintaining garbage service including paying garbage collection bills.

Payment is due upon receipt and becomes delinquent (a) 45 days after the invoice date for customer accounts billed quarterly, and (b) on the final day of the billing period for customer accounts billed monthly. Late payments may be subject to additional charges including late fees and property assessment.

If the invoice remains unpaid (a) after 90 days for customer accounts billed quarterly, and (b) after 75 days for customer accounts billed monthly, then Waste Management may terminate service and the City of Oakland may subscribe to service on behalf of the property owner. Once the City subscribes, property owners will be subject to a City subscription charge (authorized by Oakland Municipal Code Section 8.28.190) of \$96 or 10% of the delinquent amount (whichever is greater) for each service invoice. All future invoices for which the City maintains subscription are subject to City subscription charges and Alameda County Property Tax special assessment.

Total Amount Due - This balance represents the total payment that is due upon receipt of the invoice. To verify the Total Amount Past Due, calculate:

Total Amount Due minus Total Current Charges

Payments may be made by any of the following:

- Mail payment with the Payment Coupon to the address provided on the invoice
- Pay online, go to wm.com and use the Online WM ezPay ID number listed on the invoice, 24 hours a day/7 days a week
- Call the automated ezPay phone number at 1-866-964-2729, 24 hours a day/7 days a week
- Call the Customer Service Call Center at 510-613-8710, Monday - Friday 8:00 am to 6:00 pm
- Visit the Waste Management cashier office at 172 98th Ave. Oakland, Monday - Friday 8:00 am to 6:00 pm.

For billing inquires, choose any of the following

- Call the Waste Management Customer Service Call Center at (510) 613-8710, Monday - Friday 8:00 am to 6:00 pm
- Visit the Waste Management office at 172 98th Ave. Oakland, Monday - Friday 8:00 am to 6:00 pm.
- Email Waste Management at csnorthbay@wm.com, 24 hours a day/7 days a week

To dispute a balance in person, an agent will be available during normal business hours at the Waste Management office Monday - Friday 8:00 am to 6:00 pm.

Customers are responsible for assuring that items placed for collection through the regular garbage collection service are not hazardous as defined by the United States Environmental Protection Agency or under California hazardous waste control regulations. Improper placement of hazardous wastes for collection may result in liability for damages, as well as severe statutory penalties, both civil and criminal.

Inquiries concerning acceptability of specific wastes should be directed to the Customer Service number on the front of this invoice.

Waste Management of Alameda County observes the following non-collection holidays: New Year's Day, Thanksgiving Day and Christmas Day. Starting with the non-collection holiday, pick-up is one day later for the rest of the week. For holidays other than the ones stated above, the collection service schedule will not be affected.

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RENTAL AGREEMENT/LEASE AGREEMENT
ADDENDUM PERTAINING TO ASBESTOS

Page _____
of agreement

THIS AGREEMENT made and entered into between Luminda Properties, "Owner/Agent"
and Concepcion Guzman-Huerta, Alma Guzman, "Resident".

Resident is renting from Owner/Agent the premises located at:

320 105th Ave, Unit # (if applicable) D
Oakland (Street Address) , CA 94603
(City) (Zip)

(Owner/Agent: check one)

This property may contain asbestos.

OR

This property contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to:

- (i) piercing the surface of the ceiling by drilling or any other method;
- (ii) hanging plants, mobiles, or other objects from the ceiling;
- (iii) attaching any fixtures to the ceiling;
- (iv) allowing any objects to come in contact with the ceiling;
- (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
- (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling;
- (vii) replacing light fixtures;
- (viii) undertaking any activity which results in building vibration that may cause damage to the ceiling.

2. Resident shall notify Owner/Agent immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.

3. This addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

Date 12-14-11
Date 12-14-11
Date _____

Resident [Signature]
Resident Concepcion Guzman
Owner/Agent [Signature]



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RESIDENT POLICIES AND RULES
"HOUSE RULES"

Page _____ of
Agreement

I. GENERAL

1. This document is an addendum and is part of the Rental/Lease Agreement, dated _____ between Lumiana Properties "Owner/Agent," and Concepcion Guzman-Muerta, Alma Guzman "Resident," for the premises located at: 320 105th Ave, Unit # (If applicable) D, Oakland (Street Address), CA 94603 (City) (Zip)
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than 15 days in a year month/year (circle one) period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.

II. NOISE AND CONDUCT

1. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of 10 p.m. and 10 a.m.

III. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



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IV. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

V. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

VI. PARKING

1. Number of parking spaces assigned to Resident's unit 1. Only one vehicle may be parked in each space.
2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)
3. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

12-14-11
Date

12-14-11
Date

[Signature]
Resident

Concepcion Guzman
Resident



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SMOKE DETECTOR AGREEMENT

Page _____ of agreement

THIS AGREEMENT is made and entered into between Lumada Properties "Owner/Agent" and Concepcion Guzman-Huerta, Alma Guzman "Resident."

OWNER/AGENT AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at:

320 105th Ave, Unit # (if applicable) D
(Street Address)
Oakland, CA 94603
(City) (Zip)

2. This Agreement is an Addendum and part of the Rental/Lease Agreement between Owner/Agent and Resident.

3. The premise(s) is/are equipped with a smoke detection device(s).

4. Resident acknowledges the smoke detection device(s) was/were tested and its operation explained by Owner/Agent in the presence of Resident at time of initial occupancy and the detector(s) was/were operating properly at that time.

5. Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly.

6. Initial ONLY if BATTERY OPERATED: ARG C.G.

By Initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery-operated unit and it shall be each Resident's responsibility to:

- a. ensure that the battery is in operating condition at all times;
- b. replace the battery as needed (unless otherwise provided by law); and
- c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner/Agent immediately.

7. Resident(s) must inform the Owner/Agent immediately in writing of any defect, malfunction or failure of any detector(s).

8. In accordance with California law, Resident shall allow Owner/Agent access to the premises for that purpose.

12-14-11
Date

12-14-11
Date

Date

[Signature]
Resident

Concepcion Guzman
Resident

[Signature]
Owner/Agent



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MOLD NOTIFICATION ADDENDUM
TO RENTAL AGREEMENT/LEASE AGREEMENT

Page _____
of agreement

THIS AGREEMENT made and entered into between Luminda Properties, "Owner/Agent"
and Concepcion Guzman - Auerbach, Alma Guzman, "Resident".

Resident is renting from Owner/Agent the premises located at:

320 105th Ave, Unit # (If applicable) D
Oakland (Street Address) (City) , CA 94603 (Zip)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the owner/agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Date 12-14-11
Date 12-14-11
Date _____

Resident [Signature]
Resident Concepcion Guzman
Owner/Agent [Signature]



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**TARGET HOUSING RENTAL AGREEMENT/LEASE ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

DD (a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

House built before 1978

DD Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

DD Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

XARG-CC (c) Lessee has received copies of all information listed above.

XARG-CC (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

DD (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

12-14-11
Date
12-14-11
Date

Date

Date

Lessor _____
Lessee X _____
Lessee X Concepcion _____
Agent German _____

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CARBON MONOXIDE DETECTOR AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____
by and between Luminda Properties "Owner" (Landlord),
and Concepcion Guzman-Huerta "Resident" (Tenant).

IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner the premises located at:

320 105th Ave # D, Oakland, CA

2. This agreement is an Addendum and part of the Rental Agreement and/or Lease between Owner and Resident.
3. The premise(s) is (are) equipped with a Carbon Monoxide Detector device(s).
4. The resident acknowledges the Carbon Monoxide Detector device(s).
5. Initial ONLY if BATTERY OPERATED: ARG- CG.

By initialing as provided, each Resident understands that said Carbon Monoxide Detector(s) and alarm is a battery-operated unit and it shall be each Resident's responsibility to:

- Ensure that the battery is in operating condition at all times;
 - Replace the battery as needed (unless otherwise provided by law); and
 - If _____, the Carbon Monoxide Detector(s) do not work, inform the Owner or Authorized Agent immediately in writing.
6. Resident(s) must inform the owner or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).
7. If local law requires the owner to test the Carbon Monoxide Detector, the resident shall allow the owner or his agent access to the premises for that purpose.


Owner Agent


Resident

Concepcion Guzman
Resident

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MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

Resident Name(s) <i>Concepcion Guzman-Huerta Almaguerra</i>	Initial Inspection Date <i>12/16/11</i>	Initial Inspection By <i>Penarck</i>	Final Inspection Date	Final Inspection By
Address/Apt. # <i>320 D 105th N</i>	City <i>SALINAS</i>	State <i>CA</i>	Zip <i>94560</i>	Move in Date <i>12/16/11</i>

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

	Move-in Inspection	Initial Inspection (resident's option)	Final Inspection		Move-in Inspection	Initial Inspection (resident's option)	Final Inspection
KITCHEN				1st BATH			
Ceiling	<i>good</i>			Ceiling	<i>good</i>		
Doors				Walls/Tile			
Walls				Floors			
Floors				Cabinets			
Hood/Filer				Shelves			
Fan/Light				Doors			
Counter top				Mirror			
Sink/Faucets				Tub/Shower			
Drains/Disposal				Caulking			
Cabinet/Doors				Shower Or/Tracks			
Shelves/Drawers				Basin			
Under sink				Drains			
Windows				Faucets			
Screens				Counter tops			
Curtains/Blinds				Exhaust fan			
Elec fixtures				Bow/Seat			
Light bulbs	<i>good</i>			Towel racks			
				Window			
STOVE/OVEN				Screen			
Stove-Outside	<i>good</i>			Elec fixtures	<i>good</i>		
Burners				Light bulbs			
Drip pans							
Vent				2nd BATH			
Timer/Controls				Ceiling			
Oven surfaces				Walls/Tile			
Oven racks				Floors			
Broiler pan				Cabinets			
Light	<i>good</i>			Shelves			
				Doors			
REFRIGERATOR				Mirror			
Inside (all parts)				Tub/Shower			
Outside				Caulking			
				Shower Or/Tracks			
DISHWASHER				Basin			
Outside/Controls				Drains			
Inside (all parts)				Faucets			
				Counter tops			
LIVING ROOM				Exhaust fan			
Walls	<i>good</i>			Bow/Seat			
Ceiling				Towel racks			
Doors				Window			
Windows				Screen			
Screens				Elec fixtures			
Drapes/Blinds				Light bulbs			
Shades							
Floor				DINING ROOM			
Closet				Walls			
Elec fixtures				Ceiling			
Light bulbs				Drapes/Blinds			
Fireplace	<i>good</i>			Shades			
				Closet			
				Doors			
				Floor			
				Windows			
				Screens			
				Elec fixtures			
				Light bulbs			

Comments: _____

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CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
 RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
1st BDRM			
Walls	good		
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec fixtures			
Light bulbs	good		

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
2nd BDRM			
Walls	good		
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec fixtures			
Light bulbs	good		

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
3rd BDRM			
Walls			
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec fixtures			
Light bulbs			

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
HALL/STAIRS/ENTRY			
Walls	good		
Ceiling			
Drapes/Blinds			
Shades/			
Closet			
Doors			
Floor			
Windows			
Screens			
Elec fixtures			
Light bulbs	good		

OTHER ROOM	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Walls			
Ceiling			
Closet/Cabinets			
Windows			
Curtains/Shades/Blinds			
Screen			
Floor			
Door			
Elec fixtures			
Light bulbs			

FRONT PORCH	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Elec fixtures			
Light bulbs			

BACK PORCH	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Elec fixtures			
Light bulbs			

GARAGE/CARPORT	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Elec fixtures			
Light bulbs			
Remote/Opener			

MECHANICAL	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Hot water heater	good		
Furnace	good		
Air conditioner	good		
Air cond. filter	good		
Smoke detector	good		
Thermostat	good		

# OF KEYS	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Door	4		
Laundry Room			
Mail Box			

gate (antenna) (antenna)

According to state law:
 Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)).
 According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
 (1) The compensation of a landlord for a tenant's default in the payment of rent.
 (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
 (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
 (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises.

Move-In Inspection: [Signature] 12-11-11

Resident Concepcion Guzman Date 12-11-11

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Owner/Agent _____ Date _____

Initial Inspection: _____ Date _____

Owner/Agent _____ Date _____

Final Inspection: _____ Date _____

Owner/Agent _____ Date _____

CHRONOLOGICAL CASE REPORT

Case No.: L17-0126

Case Name: DeZerega v. Tenants

Property Address: 5718-5720 Dover St., Oakland, CA

Parties: Stefano DeZerega (Agent for Owner)
Gregory McConnell (Owner Representative)
JR McConnell (Owner Representative)
No appearance by tenants

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Landlord Petition for Certificate of Exemption Petition filed	June 8, 2017
No Tenant Responses filed	
Hearing Decision mailed	December 20, 2017
Owner Appeal filed	January 8, 2018

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721 <i>L17-0126 MS / BC</i>	For date stamp. CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2017 JUN -8 PM 4: 32 LANDLORD PETITION FOR CERTIFICATE OF EXEMPTION (OMC §8.22.030.B)
--	---

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

Section 1. Basic Information

Your Name <i>DAVID DeZerega</i>	Complete Address (with zip code) <i>36 LaSalle DR. Moraga, CA 94556</i>	Telephone Day: <i>925-377-1004</i>	
Your Representative's Name <i>Gregory McConnell IR McConnell</i>	Complete Address (with zip code) <i>300 FRANK OGAWA PLAZA, Suite 460 OAKLAND, CA 94612</i>	Telephone Day: <i>510-834-0400</i>	
Property Address <i>5718-5720 DOVER STREET OAKLAND, CA 94609</i>		Total number of units in bldg or parcel. <i>2</i>	
Type of units (circle one)	<input type="checkbox"/> Single Family Residence (SFR)	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Assessor's Parcel No. <i>015128002100</i>			

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

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

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

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

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

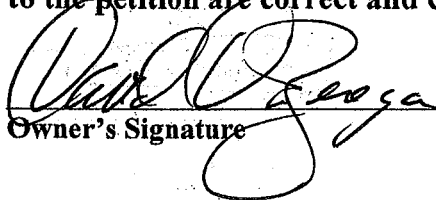
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire,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

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

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

Section 4. Verification Each petitioner must sign this section.

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


Owner's Signature

May 9, 2017
Date

Owner's Signature

Date

Important Information

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

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

Tenant Roster

5718

Kay Cuajunco
Martha Valdez
Nana Duffour
5718 Dover St.
Oakland, CA 94609

5720

Bhumi Patel
Katherine Aspell
Juliana Ybarra
5720 Dover St.
Oakland, CA 94609

5720A

Jon & Gabby Guinea
5720 Dover St.
Oakland, CA 94609

5718-5720 Dover St. Oakland, CA

This building was subject to a fire in 1998 and was completely demolished. It was newly built in 1999. At that time final building permits were issued, however, there was not a process to file for exemption from the Oakland Rent Arbitration Program at that time.

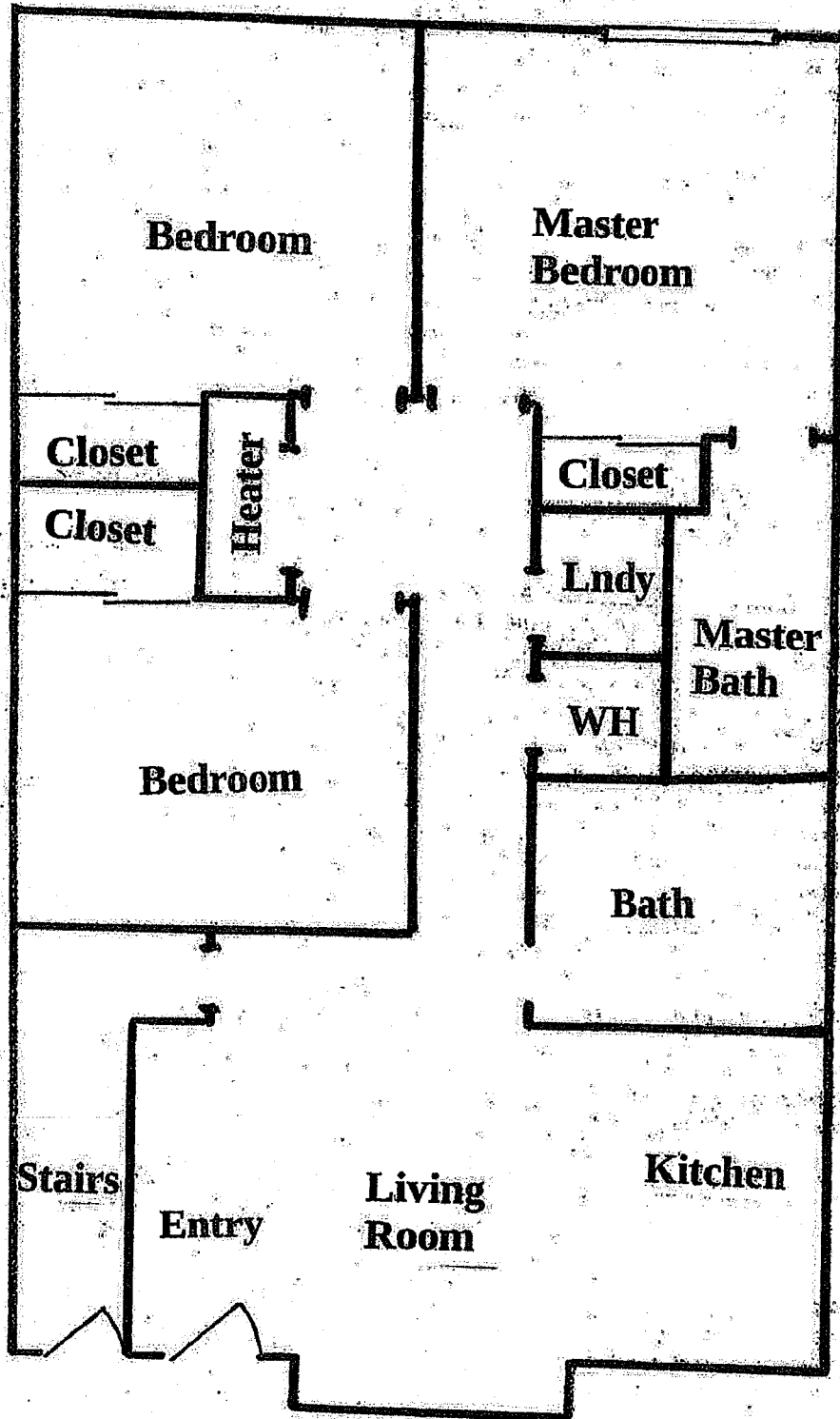
This building should be exempted on the basis of new construction, in the alternative it should be exempted on the basis of substantial rehabilitation. The owners spent more than half of the replacement cost to build these units, per the City's Construction Valuation chart (page 5)

Owner reserves the right to provide testimony at hearing as well as additional evidentiary documentation prior to hearing, as permitted by RAP regulations.

5718 Dover

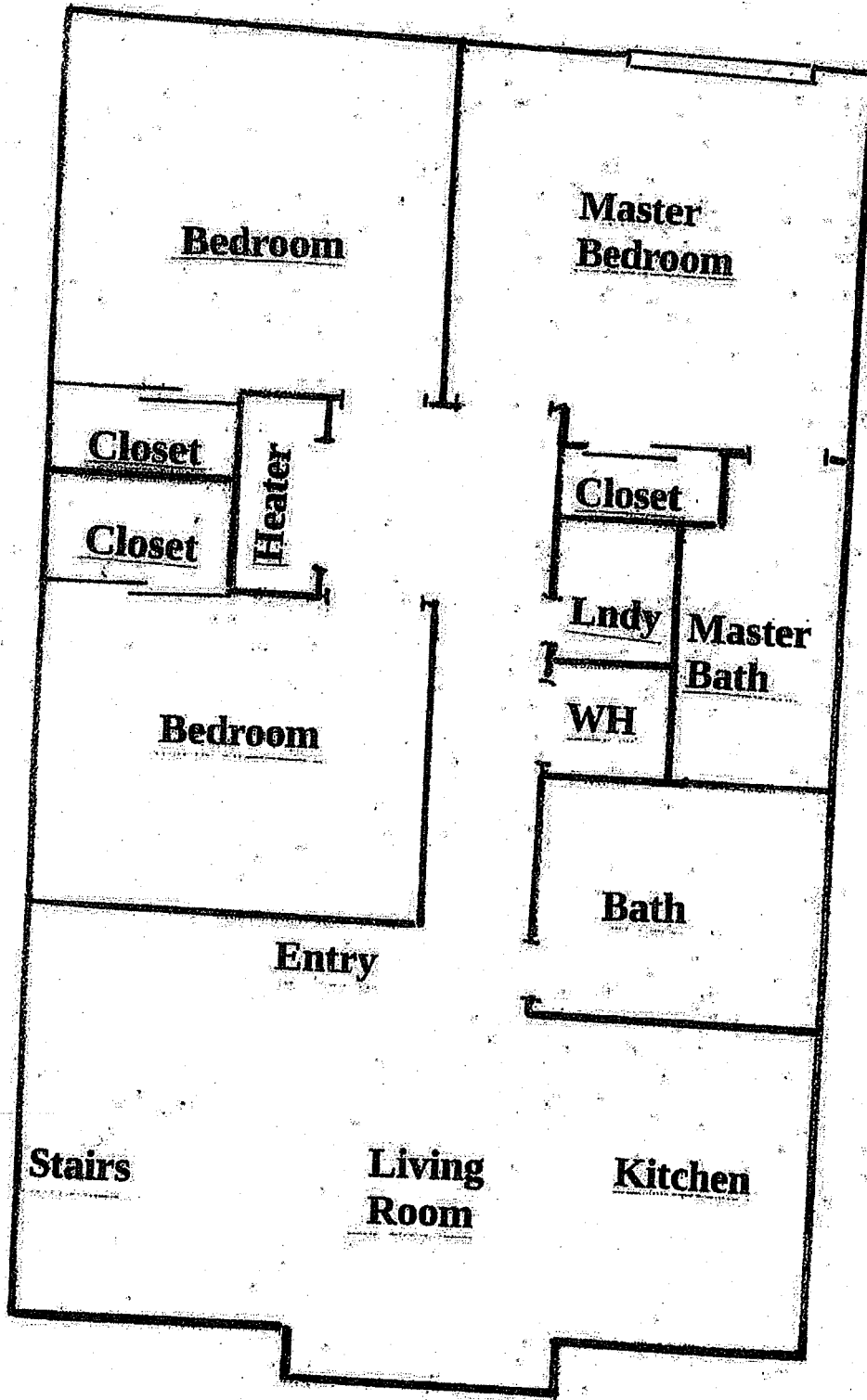
RB1703701

reviewed
08-29-2017
REP.

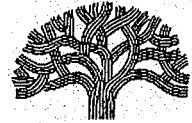


5720 Dover

RB1703701
reviewed
08-29-2017
KSP



CITY OF OAKLAND



250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L17-0126, DeZerega v. Tenants
PROPERTY ADDRESS: 5718-5720 Dover Street, Oakland, CA
DATE OF HEARING: October 25, 2017
DATE OF DECISION: December 14, 2017
APPEARANCES: Stefano DeZerega, Agent for Owner
Gregory McConnell, Owner Representative
JR McConnell, Owner Representative

SUMMARY OF DECISION

The owner petition is denied.

CONTENTIONS OF THE PARTIES

On June 8, 2017, the owner filed a *Landlord Petition for Certificate of Exemption* claiming that the building at 5718-5720 Dover Street, was newly constructed and therefore exempt from the Ordinance. The owner also alleged that the unit was exempt under the substantial rehabilitation exemption.

At the Hearing, the owner withdrew the claim of substantial rehabilitation.

No tenants responded to the *Landlord Petition*.

THE ISSUES

1. Are the units in the building located at 5718-5720 Dover Street exempt from the Ordinance as new construction?

000074

EVIDENCE

Building History: The owner's agent testified that his father owns the property at 5718-5720 Dover Street, and has owned the property since the late 1980's or early 1990's.

At the time his father purchased the property there was a 2 unit residential property on the premises. The owner representative did not know when that original building was built, but stated it was before 1983. Sometime in approximately 1998, there was a fire on the premises which completely destroyed that building. In its stead, a new building was built, which is also a 2 unit residential building. The new building is in the same footprint as the old building. The work that was done on the new building started in 1998 and ended in 1999.

The owner does not yet have a Certificate of Occupancy for the new building. An email from David Miles, a City of Oakland employee, dated September 29, 2017, was provided. This email states that:

"We are currently processing the certificate of occupancy for 5718 Dover. The building inspector has completed the field inspection, I have reviewed the Certificate of occupancy draft and forwarded it to Administrative support. Administrative support has created the permanent C of O and assigned it a CO number, CO #17-19H. The CO still needs to final review and signature by the Building official. It is ok to occupy the dwelling at this point, the permanent CO should be signed and mailed shortly."¹

The owner also provided proof of finalized permits. While the permits themselves were not provided, the owner produced a report entitled *Address History* from the Building Department showing that on various dates in 1999, mechanical, plumbing and electrical permits were finalized for this building.² Additionally, on December 24, 1999, the general permit for the "new 1930 sq. ft. duplex" was finalized. This document also shows that there was a permit to demolish a fire damaged building which expired.

The owner representative further testified that the building built in 1999 was completely newly constructed.

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¹ Exhibit 1, page 61

² Exhibit 1, page 11

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Are the units located at 5718-5720 Dover Street, exempt from the RAP as new construction?

The Oakland Rent Adjustment Ordinance states that dwelling units are not "covered units" under the Ordinance if such units "were newly constructed and received a certificate of occupancy on or after January 1, 1983."³ The Ordinance states:

"To qualify as a newly constructed dwelling unit, the dwelling unit must be entirely newly constructed or created from space that was formerly entirely non-residential."⁴

Newly constructed units are also exempt under *Costa Hawkins*, California Civil Code 1954.52(a)(1).

While a new building was built in 1999 at the subject location, these units are not exempt from the Rent Ordinance.

The record establishes that prior to the 2-unit residential building being built, a 2-unit residential dwelling existed on the property in the same footprint. Therefore, the question to be decided is whether the prior residential building affects the decision in this case. The case of *Burien, LLC v. Wiley* (2014) 230 Cal.App.4th 1039 is instructive on this issue. In that case the Court of Appeal held that a certificate of occupancy that does "not precede the residential use of the property" does not qualify a property for an exemption from rent control under *Costa Hawkins*. Civil Code § 1954.52(a)(1).

In other words, if a property contains residential units that were obviously in existence prior to the new building being built, that property had a prior residential use. In this case, that building was demolished because of a fire that occurred in 1998. New units were built to replace those units. Therefore, the property does not automatically qualify for an exemption to rent control for newly constructed dwelling units.

In order to qualify for the Section 1954.52(a)(1) exemption or the exemption provided by the Rent Adjustment Ordinance, the new construction must create new units from space not already being used for residential purposes or from space that was not previously used for residential purposes. (See also *Da Vinci Group v. San Francisco Residential Rent etc. Bd.* (1992) 5 Cal.App.4th 24 (rejecting rent control exemption for a live-work space that received a new certificate of occupancy for residential purposes after legalizing pre-existing residential uses.)

Here, the record shows that the new building was built in the same footprint as the demolished building. The building that existed had been owned by the same owner and was a residential duplex. After a fire, the new building was built to replace the prior

³ O.M.C. § 8.22.030(A)(5)

⁴ O.M.C. § 8.22.030(A)(5)

building. The prior Certificate of Occupancy, or its functional equivalent, for the prior building, is the date to be examined as to when these units were built. The owner representative testified that the prior building was built long before 1983.

For the reasons listed above, these units do not qualify for an exemption based on new construction.

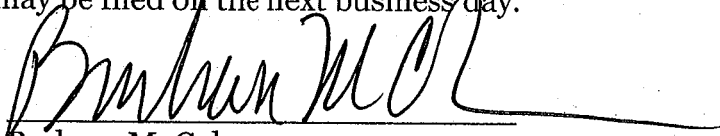
The owner's claim is denied.

ORDER

1. Petition L17-0126 is denied. The units are not exempt from the Rent Adjustment Ordinance.

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

Dated: December 14, 2017



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L17-0126

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

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

Tenants

Bhumi Patel
5720 Dover St
Oakland, CA 94609

Jon & Gabby Guinea
5720A Dover St
Oakland, CA 94609

Juliana Ybarra
5720 Dover St
Oakland, CA 94609

Katherine Aspell
5720 Dover St
Oakland, CA 94609

Kay Cuajunco
5718 Dover St
Oakland, CA 94609

Martha Valdez
5718 Dover St
Oakland, CA 94609

Nana Duffour
5718 Dover St
Oakland, CA 94609

Owner

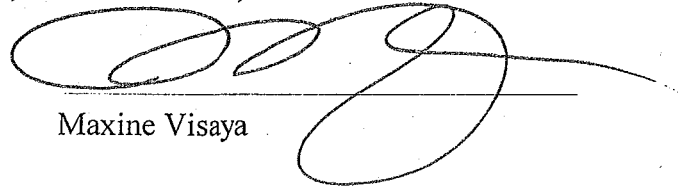
David DeZarega
36 LaSalle Dr
Moraga, CA 94556

Owner Representative

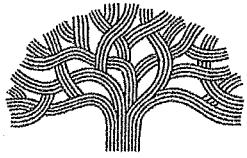
Gregory McConnell/Jr. McConnell
300 Frank Ogawa Plaza #460
Oakland, CA 94612

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

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



Maxine Visaya



CITY OF OAKLAND

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

For date stamp

RENT ADJUSTMENT PROGRAM
JAN -8 PM 1:36

APPEAL

Appellant's Name David DeZerega		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5718-5720 Dover St. Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 36 LaSalle Dr. Moroga, CA 94556		Case Number L17-0126	Date of Decision appealed December 14, 2017 (P.O.S. 12/20/17)
Name of Representative (if any) Gregory McConnell JR McConnell The McConnell Group		Representative's Mailing Address (For notices) 300 Frank H. Ogawa Plaza #460 Oakland, CA 94612	

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

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

For more information phone (510) 238-3721.

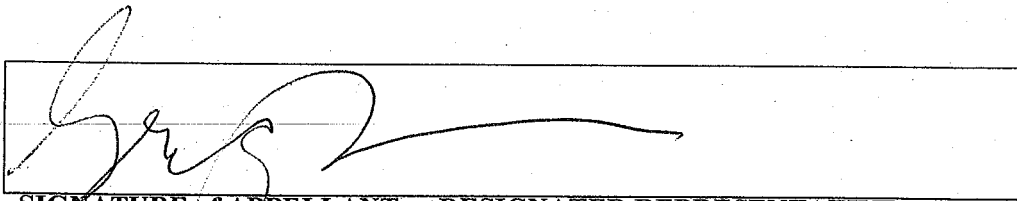
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 2.** Per RAP regulations owner reserves the right to provide supporting argument and / or documentation within 15 days of filing this appeal.

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

I declare under penalty of perjury under the laws of the State of California that on January 8, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Kay Cuajunco, Martha Valdez, Nana Duffour
<u>Address</u>	5718 Dover St.
<u>City, State Zip</u>	Oakland, CA 94609
<u>Name</u>	Bhumi Patel, Katherine Aspell, Juliana Ybarra
<u>Address</u>	5720 Dover St.
<u>City, State Zip</u>	Oakland, CA

	1/08/2018
--	-----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

2018 JAN -8 PM 1:37

For more information phone (510) 238-3721.

L17-0126 : Attachment to Appeal

A. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board

Hearing Officer misapplied the ordinance with regard to new construction. In this case, the uncontroverted evidence was that a building was destroyed by fire and the owner sought and received from the City of Oakland permission to demolish the destroyed building in its entirety. Thus, any units that previously existed, ceased to exist. A new building was built from the foundation up; the units contained in this building are new units.

Furthermore, each of the permits issued by the City clearly stated that they were for "new" systems. These units are new and cannot be considered in any way the units that previously existed.

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

As explained in (A.) above, when existing units are destroyed by fire and demolished, they cease to exist. Units subsequently built on the same land are new units. Failure to acknowledge these units as new construction would discourage property owners from investing. Also, Hearing Officer ignored the fact that a new Certificate of Occupancy is on the desk of the senior building official. Owner cannot control when that person finally signs off, however Owner did show that all other permits were finalized and the City of Oakland in its regulations and practices treats finalized permits the same as a Certificate of Occupancy.

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

The decision violates state law; it conflicts with the Costa – Hawkins Rental Housing Act because these are new units and as mentioned in (C.) above, in circumstances such as these, the City by regulation and by practice treats these finalized permits as equivalents to a Certificate of Occupancy. Moreover, should the building official sign off on the Certificate of Occupancy that awaits his signature before the appeal is heard, we will submit that into the record.

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

This was an uncontested petition. In the decision, Hearing Officer raises issues that were never considered in the record. In the case that is cited in the decision, the issue was whether the issuance of new Certificates of Occupancy at the time of a condo conversion qualified as new construction under the Costa – Hawkins Rental Housing Act.

Had the issue been raised by anyone at the hearing we would have had an opportunity to show that the cited decision is irrelevant to the facts of this case. In that case, those units continued to exist; their legal status changed. The units in this case ceased to exist and new units were built.

H. Other

We are very troubled that in a case where there is no opposition a hearing officer chooses to become an advocate and raise issues that are not considered at a hearing. While we understand Hearing Officer's obligation to ensure the merits of Owner's petition, even when there is no opposition, we believe Hearing Officer went over board to deny a petition that was clearly meritorious.

As stated, Owner reserves the right to supplement this with other argument and citations within 15 days of filing this appeal pursuant to the RAP regulations.

2018 JAN -8 PM 1:37

CHRONOLOGICAL CASE REPORT

Case No.: L17-0157
Case Name: JDW Enterprises v. Tenants
Property Address: 722 30th Street, Oakland, CA
Parties: Mariana Cruz Espindola (Property Manager)
Justin Wallway (Property Manager)
No appearance by tenants

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Landlord Petition for Certificate of Exemption Petition filed	June 29, 2017
No Tenant Responses filed	
Hearing Decision mailed	January 12, 2018
Owner Appeal filed	February 1, 2018

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp: JUN 29 PM 2:10 <p style="text-align: center;">LANDLORD PETITION FOR CERTIFICATE OF EXEMPTION (OMC §8.22.030.B)</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 to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

L17-0157 RC/BC

Your Name		Complete Address (with zip code)	Telephone
		3871 Piedmont Ave. #311 Oakland, CA 94611	Day: 510-698-6610
Your Representative's Name		Complete Address (with zip code)	Telephone
JDW Enterprises, Inc.		3871 Piedmont Ave #311 Oakland, CA 94611	Day: 510-698-6610
Property Address		Total number of units in bldg or parcel:	
722 30th St, Oakland		2	
Type of units (circle one)	Single Family Residence (SFR)	Condominium	Apartment or Room
			<input checked="" type="radio"/>
If an SFR or condominium, can the unit be sold and deceded separately from all other units on the property?		Yes	No
Assessor's Parcel No.			

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

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

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

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

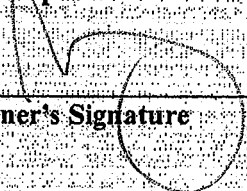
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being a notice of rent increase under Civil Code Section 827?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building, housing, fire,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

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

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

Section 4. Verification Each petitioner must sign this section.

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


M. M. M. M.
21 JAN 12 2017
 Owner's Signature Date

 Owner's Signature Date

Important Information

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

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



722 30th St
Oakland, CA 94609

\$120,000
Last Sold Price

2
Beds

2
Baths

2,045
Sq. Ft.

Built: 1914 Lot Size: 5,250 Sq. Ft. Sold On: Aug 12, 2008
Status: Sold Source: Public Records

NOT FOR SALE



Local rules require you to be signed in to see more photos.

[Sign In](#) or [Join](#) for free with no obligation.



Local rules require you to be signed in to

[Sign In](#) or [Join](#) for free with no o

1 of 6

Is This Your Home?



I'm the Owner

Track this home's estimate in our Home Report email.



Tom Hendershot
Redfin Real Estate Agent

★★★★★
220 client reviews

Talk to Tom About Selling

< 1 of 4 Redfin Agents in this area >

(510) 394-3864

Questions? Call Tom's Team

Redfin Estimate for 722 30th St

Estimate Not Available

Our gears are turning, but we don't have enough information to generate an accurate estimate at this time. Get a free, no obligation professional estimate from a local Redfin Agent.

Get A Professional Estimate

722 30th Street Upper/Lower Oakland, CA 94609

722 30th Street Upstairs Oakland, CA 94609

Upstairs

Allen,
Hezekiah

722 30th Street Downstairs Oakland, CA 94609

Downstairs

Cadji, Josh

722 30th Street Downstairs Oakland, CA 94609

Downstairs

Nessim, Noa

722 30th Street Upstairs Oakland, CA 94609

Upstairs

Noble, Stuart

722 30th Street Downstairs Oakland, CA 94609

Downstairs

Quintero,
Adrian Q

June 29th, 2017

Rising Tide Properties, LLC
3871 Piedmont Ave, #311
Oakland, CA 94611

Rent Adjustment Program
Department of Housing and Community Development
P.O. Box 70243
Oakland, CA 94612-0243

Re: *Substantial Rehab Exemption from Rent Control*
722 30th Street, Oakland

To Whom it May Concern:

Please find the following attached:

1. Redfin Property Profile for 722 30th Street, Oakland showing Gross Building Area of 2045 Sf
2. P&L showing rehab costs expended with details
3. ****Supporting Invoices and Cancelled Checks are located in the "JDW Master files"**
4. Copy of City of Oakland Business Tax Certificate

Based upon the rent control exemption requirement of rehab costs exceeding 50% of the cost of new construction, the required expenditure for this property would be $2045 \text{ Sf} \times \$63.5/\text{sf} = \$129,857$.

In this case, the total expenditure of \$171,471.08 exceeds the \$129,857.5 threshold, and we request that the property be exempted from rent control.

Thank you for your attention to this matter.

Rising Tide Properties, LLC

Property Owner

000089

JDW Enterprises, Inc.

PROFIT AND LOSS DETAIL

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses								
Income								
4000 . Construction Income								
4200 . Contract Billing								
08/20/2010	Deposit					1000 . Checking/ Savings:1010 . B of A General Checking	10,000.00	10,000.00
12/14/2010	Deposit			Maintenance	reimb for Maintenance through 12dec2010	1000 . Checking/ Savings:1010 . B of A General Checking	-6,630.74	3,369.26
Total for 4200 . Contract Billing							\$3,369.26	
4500 . Reimbursables								
04/11/2011	Deposit			Maintenance		1000 . Checking/ Savings:1011 . CBB Checking	360.80	360.80
Total for 4500 . Reimbursables							\$360.80	
Total for 4000 . Construction Income							\$3,730.06	
Total for Income							\$3,730.06	
Cost of Goods Sold								
5000 . Cost of Goods Sold								
5002. Clearing/Hauling								
08/01/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	324.00	324.00
09/14/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	180.00	504.00
09/14/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	50.00	554.00
09/28/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	191.00	745.00
01/30/2017	Check	6531	Thomas Medina	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,400.00	2,145.00
02/18/2017	Check	6542	Independent Hauling	Remodel	baseroack	1000 . Checking/ Savings:1010 . B of A General Checking	900.00	3,045.00
03/02/2017	Check	1599	Independent Recycling Service	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	252.70	3,297.70
05/30/2017	Check		Independent Recycling Service	Remodel	Check 6572	1000 . Checking/ Savings:1010 . B of A General Checking	152.00	3,449.70
06/13/2017	Check		Independent Hauling	Remodel	Check 6582	1000 . Checking/ Savings:1010 . B of A General Checking	190.00	3,639.70
06/14/2017	Check	658	Independent Recycling Service	Remodel	Check 658	1000 . Checking/ Savings:1010 . B of A General Checking	146.01	3,785.71
06/26/2017	Check	6590	Independent Recycling Service	Remodel	Check 6590	1000 . Checking/ Savings:1010 . B of A General Checking	205.00	3,990.71
06/26/2017	Check	6591	Independent Recycling Service	Remodel	Check 6591	1000 . Checking/ Savings:1010 . B of A General Checking	256.00	4,246.71
Total for 5002. Clearing/Hauling							\$4,246.71	
5004. Backfill								
06/19/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	865.26	865.26
Total for 5004. Backfill							\$865.26	
5008. De-water/damproofing								
01/06/2016	Check		Juan Pelscastre	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	680.00	680.00
01/21/2017	Check	6527	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,480.00	2,160.00
01/30/2017	Check	6532	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,360.00	3,520.00
02/06/2017	Check	6538	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	680.00	4,200.00
06/19/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	42.48	4,242.48
06/19/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	65.65	4,308.13
Total for 5008. De-water/damproofing							\$4,308.13	
5015. Landscaping								
04/13/2009	Check	3895	Federico	Apartment		1000 . Checking/ Savings:1010 . B of A General Checking	300.00	300.00
05/10/2012	Check		JDW Enterprises, Inc.	Maintenance		1000 . Checking/ Savings:1010 . B of A General Checking	75.00	375.00
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	232.95	607.95
11/01/2012	Check	5568	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	277.93	885.88
02/02/2017	Check	6534	Thomas Medina	Remodel	pea gravel for backfill	1000 . Checking/ Savings:1010 . B of A General Checking	800.00	1,685.88
Total for 5015. Landscaping							\$1,685.88	
5016. Fencing								

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	LIT	AMOUNT	BALANCE
06/22/2012	Check	5437	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	510.23	510.23
Total for 5016. Fencing								
5026. Foundation concrete							\$510.23	
08/20/2012	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1002. First Rep Construction	343.65	343.65
Total for 5026. Foundation concrete								
5028. Flatwork concrete							\$343.65	
03/09/2017	Check		Economy Lumber	Bill Payment Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	784.86	784.86
06/13/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel	of \$1681.86 on 25Feb2017	1000 . Checking/ Savings:1010 . B of A General Checking	882.12	1,666.98
06/19/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel	of 1681.86 on 25Feb2017/ driveway pour	1000 . Checking/ Savings:1010 . B of A General Checking	799.74	2,466.72
Total for 5028. Flatwork concrete								
5032. Concrete/drive							\$2,466.72	
02/24/2017	Check	6551	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,480.00	1,480.00
Total for 5032. Concrete/drive								
5033. Foundation materials							\$1,480.00	
01/30/2017	Check		Ramiro Magana	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	127.00	127.00
02/13/2017	Expense		Ramiro Magana	Remodel	CA TLR cash withdrawal from CHK	1000 . Checking/ Savings:1010 . B of A General Checking	1,350.00	1,477.00
02/24/2017	Check	6550	Ramiro Magana	Remodel	baseroack for driveway	1000 . Checking/ Savings:1010 . B of A General Checking	460.00	1,937.00
03/06/2017	Check	6544	Independent Hauling	Remodel	Check 6544	1000 . Checking/ Savings:1010 . B of A General Checking	900.00	2,837.00
Total for 5033. Foundation materials								
5034. Pump truck							\$2,837.00	
02/24/2017	Check	6547	Benjamin Mejia	Remodel	DRIVEWAY	1000 . Checking/ Savings:1010 . B of A General Checking	350.00	350.00
Total for 5034. Pump truck								
5040. Brick/stone/oak							\$350.00	
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	514.69	514.69
Total for 5040. Brick/stone/oak								
5041. Iron railings							\$514.69	
09/14/2012	Check	5523	Jose Diaz	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,400.00	1,400.00
Total for 5041. Iron railings								
5042. Iron beams/posts							\$1,400.00	
01/30/2012	Check		R&J Ornamental Iron Works	Remodel		1000 . Checking/ Savings:1011 . CBB Checking	75.00	75.00
Total for 5042. Iron beams/posts								
5045. Rough hardware							\$75.00	
06/22/2012	Check	5437	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	117.48	117.48
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	3.23	120.71
09/19/2012	Check	1032	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	76.97	197.68
Total for 5045. Rough hardware								
5050. Framing lumber/materials							\$197.68	
07/10/2012	Check	1026	Economy Lumber Company	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	1,096.24	1,096.24
09/05/2012	Check	5512	Economy Lumber Company	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	2,633.77	3,730.01
02/09/2016	Check	6365	Economy Lumber Company	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	105.54	3,835.55
Total for 5050. Framing lumber/materials								
5051. Framing labor							\$3,835.55	
07/20/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,420.00	1,420.00
Total for 5051. Framing labor								
5052. Siding lumber/stucco							\$1,420.00	
01/09/2010	Check		Economy Lumber	Bill Payment Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	643.79	643.79
09/05/2012	Check	5512	Economy Lumber Company	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	307.97	951.76
Total for 5052. Siding lumber/stucco								
5054. Deck lumber							\$951.76	
09/05/2012	Check	5512	Economy Lumber Company	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	867.04	867.04
Total for 5054. Deck lumber								
5056. Finish labor							\$867.04	
04/06/2012	Check		JDW Enterprises, Inc.	Maintenance		1000 . Checking/ Savings:1010 . B of A General Checking	120.00	120.00
04/12/2012	Check		JDW Enterprises, Inc.	Maintenance		1000 . Checking/ Savings:1010 .	420.00	540.00

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	LIT	AMOUNT	BALANCE
05/18/2012	Check		JDW Enterprises, Inc.	Maintenance		B of A General Checking 1000 . Checking/ Savings:1010 .	75.00	615.00
06/01/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	45.00	660.00
07/12/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	480.00	1,140.00
07/27/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	1,800.00	2,940.00
08/01/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	1,900.00	4,840.00
08/10/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	2,880.00	7,720.00
08/16/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	2,840.00	10,560.00
08/24/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	3,960.00	14,520.00
08/31/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	920.00	15,440.00
09/07/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	2,800.00	18,240.00
09/14/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	1,480.00	19,720.00
09/28/2012	Check		JDW Enterprises, Inc.	Remodel	Jorge - needs to be coded	B of A General Checking 1000 . Checking/ Savings:1010 .	1,440.00	21,160.00
12/07/2012	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	300.00	21,460.00
02/01/2013	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	160.00	21,620.00
02/08/2013	Check		JDW Enterprises, Inc.	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	100.00	21,720.00
01/29/2016	Check	6301	Noe Garcia	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	540.00	22,260.00
02/26/2016	Expense		Noe Garcia	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	460.00	22,720.00
04/29/2016	Check		Lorenzo Hernandez	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	530.00	23,250.00
06/10/2016	Check	6442	Juan Pelscastre	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	940.00	24,190.00
12/07/2016	Check	6504	North Pacific Builders	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	480.00	24,670.00
02/24/2017	Check	6549	Pedro Mejia	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	850.00	25,520.00
06/28/2017	Check	6599	North Pacific Builders	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 .	5,000.00	30,520.00
Total for 5056. Finish labor							\$30,520.00	
5058. Cabinets								
09/05/2012	Check		CAPITAL ONE DESONLINE PMT	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	1,751.00	1,751.00
10/05/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	327.00	2,078.00
06/28/2017	Check	6599	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	4,200.00	6,278.00
Total for 5058. Cabinets							\$6,278.00	
5059. Interior door/millwork								
02/04/2011	Check	10036	Home Depot	Maintenance		1000 . Checking/ Savings:1011 . CBB Checking	227.63	227.63
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	433.26	660.89
09/05/2012	Check	5512	Economy Lumber Company	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	333.71	994.60
03/14/2016	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	157.14	1,151.74
Total for 5059. Interior door/millwork							\$1,151.74	
5065. Roofing materials								
11/07/2008	Check		CAPITAL ONE CREDIT CARDS Bill Pa	Apartment		1000 . Checking/ Savings:1010 . B of A General Checking	1,432.64	1,432.64
09/07/2012	Check	5517	Jose A Lopez	Remodel	Deck waterproofing	1000 . Checking/ Savings:1010 . B of A General Checking	900.00	2,332.64
12/24/2014	Check	6145	Victor Avalo	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	300.00	2,632.64
02/06/2015	Check	6172	Victor Avalo	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	650.00	3,282.64
01/28/2016	Check	6342	Victor Avalo	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,400.00	4,682.64
Total for 5065. Roofing materials							\$4,682.64	
5069. Vent fans & materials								
03/08/2013	Check	10389	Home Depot	Remodel		1000 . Checking/ Savings:1011 . CBB Checking	201.13	201.13
Total for 5069. Vent fans & materials							\$201.13	
5070. Insulation								
08/24/2012	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 .	220.00	220.00

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	BIT	AMOUNT	BALANCE
06/28/2017	Check	6599	North Pacific Builders	Remodel		B of A General Checking 1000 . Checking/ Savings:1010 . B of A General Checking	3,300.00	3,520.00
Total for 5070. Insulation							\$3,520.00	
5081. Windows/glass								
05/29/2012	Check	1017	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	99.92	99.92
09/19/2012	Check	1032	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	379.07	478.99
05/19/2016	Check		Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	52.94	531.93
06/27/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	2,975.31	3,507.24
06/27/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	4,585.18	8,092.42
Total for 5081. Windows/glass							\$8,092.42	
5090. Drywall								
08/28/2012	Check	5504	Martin Islas	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,000.00	1,000.00
08/31/2012	Check	5510	Martin Islas	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	800.00	1,800.00
10/10/2012	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	856.62	2,656.62
10/21/2012	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1011 . CBB Checking	0.00	2,656.62
11/08/2012	Check		CAPITAL ONE PMT	DESONLINE Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	391.94	3,048.56
06/28/2017	Check	6599	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	5,150.00	8,198.56
Total for 5090. Drywall							\$8,198.56	
5091. Painting								
01/08/2010	Check		JDW Enterprises, Inc.	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	2,000.00	2,000.00
01/09/2010	Check		Kelly Moore	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	373.94	2,373.94
02/05/2010	Check		Economy Lumber Bill Payment	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	-119.33	2,254.61
02/05/2010	Check	5083	Kelly Moore	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	470.86	2,725.47
06/22/2012	Check	5437	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	96.41	2,821.88
08/17/2012	Check	1028	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	35.99	2,857.87
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	607.01	3,464.88
09/09/2012	Check		Kelly Moore	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	206.60	3,671.48
10/07/2012	Check		Kelly Moore	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	544.76	4,216.24
11/01/2012	Check	5568	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	67.75	4,283.99
08/09/2014	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	39.99	4,323.98
06/21/2016	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	67.73	4,391.71
06/21/2016	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	98.68	4,490.39
07/15/2016	Check	6129	HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	149.61	4,640.00
12/09/2016	Check		Lorenzo Hernandez	Remodel	19-26 Nov	1000 . Checking/ Savings:1010 . B of A General Checking	940.00	5,580.00
02/07/2017	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	52.08	5,632.08
02/07/2017	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	101.65	5,733.73
02/07/2017	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	25.66	5,759.39
06/28/2017	Check	6599	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	9,800.00	15,559.39
Total for 5091. Painting							\$15,559.39	
5093. Vinyl								
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	46.59	46.59
Total for 5093. Vinyl							\$46.59	
5094. Hardwood								
08/17/2012	Check	1028	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	663.66	663.66
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	771.93	1,435.59
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	374.37	1,809.96
09/19/2012	Check	1032	Home Depot	Remodel		1000 . Checking/ Savings:1002.	1,215.98	3,025.94

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	BIT	AMOUNT	BALANCE
09/28/2012	Check	5536	Carlos Perez	Remodel		First Rep Construction 1000 . Checking/ Savings:1010 . B of A General Checking	870.00	3,895.94
10/12/2012	Check	5555	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	174.87	4,070.81
07/19/2016	Check	6465	Carlos Perez	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	290.00	4,360.81
Total for 5094. Hardwood							\$4,360.81	
5095. Granite counters								
06/28/2017	Check	6599	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	3,800.00	3,800.00
Total for 5095. Granite counters							\$3,800.00	
5096. Tile								
09/05/2012	Check	1030	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	387.32	387.32
06/28/2017	Check	6599	North Pacific Builders	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	2,500.00	2,887.32
Total for 5096. Tile							\$2,887.32	
5100. Bath hardware								
09/05/2012	Check	1030	Home Depot	Remodel	17.22 of 86.77	1000 . Checking/ Savings:1002. First Rep Construction	17.22	17.22
09/07/2012	Check	5518	Home Depot	Remodel	10,000	1000 . Checking/ Savings:1010 . B of A General Checking	69.55	86.77
11/11/2012	Check	5584	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	65.08	151.85
02/11/2016	Check	6357	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	295.22	447.07
02/07/2017	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	151.69	598.76
Total for 5100. Bath hardware							\$598.76	
5103. House cleaning								
08/17/2012	Check	1028	Home Depot	Remodel		1000 . Checking/ Savings:1002. First Rep Construction	22.75	22.75
Total for 5103. House cleaning							\$22.75	
5112. Appliances								
10/15/2012	Check		CAPITAL ONE PMT	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,639.94	1,639.94
10/19/2012	Check	5562	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	1,068.25	2,708.19
02/15/2015	Check	1212	Williams Appliance	Remodel		BofA PM Account	69.00	2,777.19
12/15/2016	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	214.08	2,991.27
Total for 5112. Appliances							\$2,991.27	
5115. Intercom/cable tv/alarm								
04/13/2013	Check	5729	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	26.39	26.39
Total for 5115. Intercom/cable tv/alarm							\$26.39	
5116. Temporary utilities								
10/12/2012	Check	5555	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	6.90	6.90
01/06/2013	Deposit		722 30th St, Oakland	Remodel	reimbursement for utility overpayment	1000 . Checking/ Savings:1010 . B of A General Checking	-50.02	-43.12
Total for 5116. Temporary utilities							\$ -43.12	
5125. Plumbing materials								
12/07/2009	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	35.49	35.49
02/04/2011	Check	10036	Home Depot	Maintenance		1000 . Checking/ Savings:1011 . CBB Checking	42.17	77.66
06/11/2012	Check	5423	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	232.47	310.13
09/07/2012	Check	5518	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	153.60	463.73
10/19/2012	Check	5562	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	54.90	518.63
11/11/2012	Check	5584	Home Depot	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	0.00	518.63
11/26/2012	Check	1041	Home Depot	Remodel	91.89 of 112.86	1000 . Checking/ Savings:1002. First Rep Construction	91.89	610.52
12/07/2012	Check	5616	Home Depot	Remodel	\$10K	1000 . Checking/ Savings:1010 . B of A General Checking	20.97	631.49
12/07/2012	Check	5616	Home Depot	Remodel	52.19 of 97.32	1000 . Checking/ Savings:1010 . B of A General Checking	52.19	683.68
12/09/2012	Check	5623	Home Depot	Remodel	15,000, 45.13 of 97.32	1000 . Checking/ Savings:1010 . B of A General Checking	45.13	728.81
02/07/2017	Check		HOME DEPOT CONSUMER CREDIT BILL	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	76.97	805.78
06/19/2017	Check		CAPITAL ONE PMT	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	95.21	900.99
06/19/2017	Check		CAPITAL ONE PMT	Remodel		1000 . Checking/ Savings:1010 . B of A General Checking	78.27	979.26
06/27/2017	Check		CAPITAL ONE PMT	Remodel		1000 . Checking/ Savings:1010 .	2,036.63	3,015.89

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	LIT	AMOUNT	BALANCE
06/27/2017	Check		PMT CAPITAL ONE	DESONLINE	Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	642.85	3,658.74
06/28/2017	Check	6599	PMT North Pacific Builders		Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	4,850.00	8,508.74
Total for 5125. Plumbing materials							\$8,508.74	
5126. Plumbing labor								
09/12/2009	Check	4044	Romero Magana		Remodel	install shower in bathroom 1000 . Checking/ Savings:1010 .	1,040.00	1,040.00
09/24/2009	Check	4057	Emilse Magana		Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	72.00	1,112.00
01/14/2011	Check	10007	Jorge Quiroga		Maintenance	B of A General Checking 1000 . Checking/ Savings:1011 .	91.00	1,203.00
03/21/2016	Check		Noe Garcia		Remodel	CBB Checking 1000 . Checking/ Savings:1010 .	250.00	1,453.00
Total for 5126. Plumbing labor							\$1,453.00	
5130. Heating/air/gas								
09/07/2012	Check	5518	Home Depot		Remodel	1000 . Checking/ Savings:1010 .	670.17	670.17
02/14/2013	Check	5686	Home Depot		Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	84.35	754.52
06/28/2017	Check	6599	North Pacific Builders		Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	2,400.00	3,154.52
Total for 5130. Heating/air/gas							\$3,154.52	
5140. Electrical materials								
08/17/2012	Check	1028	Home Depot		Remodel	1000 . Checking/ Savings:1002. First Rep Construction	19.37	19.37
09/19/2012	Check	1032	Home Depot		Remodel	1000 . Checking/ Savings:1002. First Rep Construction	80.41	99.78
09/19/2012	Check	1032	Home Depot		Remodel	1000 . Checking/ Savings:1002. First Rep Construction	467.36	567.14
09/19/2012	Check	1032	Home Depot		Remodel	1000 . Checking/ Savings:1002. First Rep Construction	119.95	687.09
09/19/2012	Check	1032	Home Depot		Remodel	1000 . Checking/ Savings:1002. First Rep Construction	83.68	770.77
09/19/2012	Check	1032	Home Depot		Remodel	1000 . Checking/ Savings:1002. First Rep Construction	210.80	981.57
10/18/2012	Check	5557	Home Depot		Remodel	1000 . Checking/ Savings:1010 .	335.05	1,316.62
02/11/2016	Check	6357	Home Depot		Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	204.79	1,521.41
06/28/2017	Check	6599	North Pacific Builders		Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	3,200.00	4,721.41
Total for 5140. Electrical materials							\$4,721.41	
5141. Electrical labor								
06/08/2011	Check	10139	Jorge Quiroga		Maintenance	1000 . Checking/ Savings:1011 . CBB Checking	14.00	14.00
Total for 5141. Electrical labor							\$14.00	
5151. Architectural services								
12/12/2016	Check		Jose Jimenez		Remodel	Check 6507 1000 . Checking/ Savings:1010 .	1,771.00	1,771.00
02/03/2017	Check	6535	Jose Jimenez		Remodel	B of A General Checking title 24 1000 . Checking/ Savings:1010 .	554.00	2,325.00
Total for 5151. Architectural services							\$2,325.00	
5152. Blue prints								
06/13/2017	Check		CAPITAL ONE	DESONLINE	Remodel	1000 . Checking/ Savings:1010 .	39.41	39.41
Total for 5152. Blue prints							\$39.41	
5153. Consulting engineer								
12/12/2016	Check	1242	La Croix Davis, LLC		Remodel	Check 1242/ Review Lab Results for 722 30th Mold Test BoFA PM Account	600.00	600.00
08/12/2017	Check		Central Valley Environmental		Remodel	Asbestos Abatement 1000 . Checking/ Savings:1010 .	1,500.00	2,100.00
Total for 5153. Consulting engineer							\$2,100.00	
5156. Structural engineer								
02/14/2017	Check		Dennis J Gillespie		Remodel	1000 . Checking/ Savings:1010 .	2,590.00	2,590.00
Total for 5156. Structural engineer							\$2,590.00	
5157. Permits- government								
02/02/2017	Check		CAPITAL ONE	DESONLINE	Remodel	1000 . Checking/ Savings:1010 .	914.56	914.56
04/10/2017	Check		PMT CAPITAL ONE	DESONLINE	Remodel	B of A General Checking of 1984.79 1000 . Checking/ Savings:1010 .	1,500.33	2,414.89
06/13/2017	Check		PMT CAPITAL ONE	DESONLINE	Remodel	B of A General Checking of 1984.79 on 26Jan2017 1000 . Checking/ Savings:1010 .	484.46	2,899.35
06/19/2017	Check		PMT CAPITAL ONE	DESONLINE	Remodel	B of A General Checking 1000 . Checking/ Savings:1010 .	2,308.16	5,207.51
Total for 5157. Permits- government							\$5,207.51	
5162. Temporary facilities								
01/21/2009	Check		Pacific Gas & Electric Bill Paym		Condo Conversion	1000 . Checking/ Savings:1010 .	144.74	144.74

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
Total for 5162. Temporary facilities							\$144.74
5167. Interim Clean-up							
07/15/2012	Check	5463	Home Depot	Remodel	1000 . Checking/ Savings:1010 . B of A General Checking	59.95	59.95
07/15/2012	Check	5463	Home Depot	Remodel	1000 . Checking/ Savings:1010 . B of A General Checking	28.65	88.60
08/17/2012	Check	1028	Home Depot	Remodel	1000 . Checking/ Savings:1002. First Rep Construction	16.01	104.61
09/18/2012	Check		JDW Enterprises, Inc.	Remodel	1000 . Checking/ Savings:1010 . B of A General Checking	240.00	344.61
Total for 5167. Interim Clean-up							\$344.61
Total for 5000 . Cost of Goods Sold							\$151,852.89
Total for Cost of Goods Sold							\$151,852.89
Gross Profit							\$ -148,122.83
Expenses							
6000 . Expense							
6030 . Auto / Truck Expense							
6030.06 . Parking/ Tolls							
06/13/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel	1000 . Checking/ Savings:1010 . B of A General Checking	3.00	3.00
Total for 6030.06 . Parking/ Tolls							\$3.00
Total for 6030 . Auto / Truck Expense							\$3.00
6087 .Printing and Reproduction							
06/19/2017	Check		CAPITAL ONE PMT	DESONLINE Remodel	1000 . Checking/ Savings:1010 . B of A General Checking	27.38	27.38
Total for 6087 .Printing and Reproduction							\$27.38
Total for 6000 . Expense							\$30.38
Total for Expenses							\$30.38
Net Income							\$ -148,153.21

General Ledger

Properties: 722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609

GL Accounts: 6147: Repairs - Other

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 03/01/2017 to 03/31/2017

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
6147 - Repairs - Other								
Starting Balance							0.00	
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/03/2017	Ramiro Magana	Check	1603	780.00		780.00	Landscape/ drive
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/06/2017	Independent Recycling Service	Check	1599	252.70		1,032.70	
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/24/2017	Home Depot	Check	1613	909.57		1,942.27	landscape
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/24/2017	Home Depot	Check	1613	114.41		2,056.68	landscape
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/24/2017	Home Depot	Check	1613	84.48		2,141.16	landscape
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/24/2017	Home Depot	Check	1613	368.55		2,509.71	landscape
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/24/2017	Home Depot	Check	1613	32.67		2,542.38	paint
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/24/2017	Home Depot	Check	1613	88.93		2,631.31	painting
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	03/31/2017	Ramiro Magana	Check	1618	970.00		3,601.31	drainage
Net Change					3,601.31	0.00	3,601.31	
Total					3,601.31	0.00	3,601.31	

000097

General Ledger

Properties: 722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609

GL Accounts: 6147: Repairs - Other

Exclude Zero-Dollar Receipts From Cash Accounts: Yes

Date Range: 04/01/2017 to 04/30/2017

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
6147 - Repairs - Other								
Starting Balance							3,601.31	
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	04/07/2017	Ramiro Magana	Check	1623	870.00		4,471.31	new fence
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	04/14/2017	Ramiro Magana	Check	1624	620.00		5,091.31	painting
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	04/14/2017	Ramiro Magana	Check	1624	70.00		5,161.31	plumbing
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	04/15/2017	Home Depot	Check	3	423.88		5,585.19	
Net Change					1,983.88	0.00	1,983.88	
Total					1,983.88	0.00	5,585.19	

000098

General Ledger

Properties: 722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609

GL Accounts: 6147: Repairs - Other

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 06/01/2017 to 06/30/2017

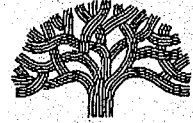
Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
6147 - Repairs - Other								
Starting Balance							6,101.60	
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	06/06/2017	North Pacific Builders	Check	1647	970.00		7,071.60	
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	06/10/2017	North Pacific Builders	Check	1648	2,400.00		9,471.60	framing
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	06/10/2017	North Pacific Builders	Check	1648	283.00		9,754.60	garbage removal
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	06/16/2017	North Pacific Builders	Check	1651	4,800.00		14,554.60	framing
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	06/16/2017	North Pacific Builders	Check	1651	780.00		15,334.60	hauling
722 30th Street - 722 30th Street Upper/Lower Oakland, CA 94609	06/26/2017	North Pacific Builders	Check	1655	4,800.00		20,134.60	remodel
Net Change					14,033.00	0.00	14,033.00	
Total					14,033.00	0.00	20,134.60	

000099

CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612



Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L17-0157, JDW Enterprises v. Tenants
PROPERTY ADDRESS: 722 30th Street, Oakland, CA
DATES OF HEARING: November 22, 2017; December 22, 2017
DATE OF DECISION: January 11, 2018
APPEARANCES: Mariana Cruz Espindola, Property Manager
Justin Wallway, Property Manager

No appearance by tenants

SUMMARY OF DECISION

The owner's petition is denied. The owner petition was not timely filed.

CONTENTIONS OF THE PARTIES

The owner filed a petition for a *Certificate of Exemption* on a 2-unit residential building on the ground that it has been substantially rehabilitated.

No tenant has filed a response to the owner petition.¹

THE ISSUE

Did the owner have to have a finalized building permit before submitting his Petition?

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¹ According to the documents filed with the *Owner Petition*, which was filed on June 29, 2017, the owner listed five tenants. A copy of the *Owner Petition* was sent to both the units. At the Hearing, the Property Manager Wallway testified that the whole building has been unoccupied since September 1, 2017.

EVIDENCE

Mr. Wallway (Wallway) testified that JDW is the managing entity of the subject property. The property was originally a 2,045 square foot two story duplex.² The work done on the property in 2017 added an additional 316 square feet to the property. (See evidence below.)

Wallway testified that the owner purchased the property in bad condition in 2008. At the time of purchase, work was done on the property to clean it up because it was full of debris.

Prior to the Hearing held on November 22, 2017, no permits related to any work done on the premises were provided to the Rent Adjustment Program (RAP.) The owner testified that work was done when the building was purchased and over the years it has been owned by the current owner. He testified that he "believed" the prior work was done subject to permits. He further testified that the work done in 2017 was related to permits that were taken out in December of 2016 and May of 2017. He had not produced any permits prior to the Hearing (although he had the permits with him on the day of the Hearing) because he was waiting for the permits to be finalized. He had an inspection scheduled on the day of the Hearing to finalize the permits.

After the first day of Hearing on November 22, 2017, the owner was given until November 29, 2017, to produce the permit record card and finalized permits for the property. He was informed that no decision was being made on the admissibility of these documents, as all documents were due on November 15, 2017, a week prior to the Hearing.

On November 29, 2017, the owner produced the *Permit Record Card* and the finalized permits for the work done on the property in 2017.³ The *Permit Record Card* shows that on May 23, 2017, a permit was opened (RB1700333). The description on the card states: "2 story duplex, lower level legalize unpermitted bedroom. Upper level enclose deck to create family room and, create additional living space in the (e) attic and remodel kitchen on upper level. Total living space addition is 316 sf with (e)." The records that were provided show that this permit, along with its corresponding mechanical, electrical and plumbing permits, were finalized. The final plumbing and mechanical permits were approved on November 28, 2017, and the final electrical and building permits were approved on November 29, 2017.⁴

Before this permit was taken out an earlier permit was taken out on December 12, 2016, DS160588. That permit is listed on the *Permit/Complaint History*,⁵ also produced with the *Permit Record Card*. The description of the permit taken out on December 12, 2016, was for an addition to 2 story house. It stated "141 sf upper room replaces deck; legalize 121 sf 1st floor rear bedroom; raise portion of roof near dormer on one side to create

² Exhibit 343

³ Additionally, the owner submitted other documentation relating to costs expended.

⁴ Exhibits 261-266.

⁵ Exhibits 267-268

approx. 45 sf under area for bathroom...” It appears from the records that the permit taken out in May 2017 is the one that was ultimately used.

Other than a permit from January 2010 to replace the furnace, the *Permit/Complaint History* document shows that other than the permits that were taken out in December of 2016 and May of 2017, which are described above, no other permits were taken out for this property. Several tenant complaints were made about the property⁶ in March of 2016 (leak underneath the sink, mold in bedroom and under windows); January 2012 (kitchen sink & faucet broken, leaking also); July of 2008 (overgrowth of vegetation); and February of 2005 (water damage to ceiling).⁷ These complaints were all abated.

The owner produced documents showing payments made to various workers over the entire period of its ownership. Wallway testified about the expenses paid for numerous projects and maintenance work done on the subject premises between the purchase date and December of 2016, when the first permit was approved. He also testified about the work that was done subject to the permits taken in December 2016 and May of 2017, which were scheduled for final inspection on November 22, 2017. Due to the findings of fact and conclusions of law below, there is no reason to detail the testimony here about the expenses paid.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Did the owner have to have a finalized permit before submitting his Petition?

O.M.C. § 8.22.030(A)(6) states that dwelling units located in “substantially rehabilitated buildings” are not “covered units” under the Rent Ordinance. Additionally, the Ordinance states that:

- a. “In order to obtain an exemption based on substantial rehabilitation, an owner must have spent a minimum of fifty (50) percent of the average basic cost for new construction for a rehabilitation project and performed substantial work on each of the units in the building.
- b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.
- c. An Owner seeking to exempt a property on the basis of substantial rehabilitation must first obtain a certificate of exemption after completion of all work and obtaining a certificate of occupancy. If no certificate of occupancy was required to be issued for the property, in lieu of the certificate of occupancy an owner may provide the last finalized permit. For any property that has a certificate of occupancy issued on or before the date of enactment of this subparagraph O.M.C.

⁶ Complaints as well as permit requested are listed on this document.

⁷ Exhibits 267-268

8.22.30B.2.c. for which an Owner claims exemption as substantially rehabilitated, the Owner must apply for such exemption not later than June 30, 2017 or such exemption will be deemed vacated.”⁸

Subparagraph (c) to the Ordinance was enacted on February 7, 2017. Other than that addition, the Ordinance enacted on February 7, 2017, is not different than the previous version of the Ordinance. The owner filed its petition in this case on June 29, 2017.

Both the 2017 and the 2014 versions of the Rent Adjustment Regulations relevant to substantial rehabilitation state:

“(a) In order to qualify for the substantial rehabilitation exemption, the rehabilitation work must be completed within a two (2) year period after the issuance of the building permit for the work unless the Owner demonstrates good cause for the work exceeding two (2) years.

(b) For the substantial rehabilitation exemption, the entire building must qualify for the exemption and not just individual units.” O.M.C. Regulations § 8.22.030(B)(3).

Here, the owner is seeking an exemption from the City of Oakland’s Rent Adjustment Ordinance. The general rule of law about exemptions is that they are to be “strictly construed.” See *DaVinci v. San Francisco Residential Rent Board*, (1992) 5 Cal. App. 4th 24, 27. In *DaVinci* the Court cited *Barnes v. Chamberlain* (1983) 147 Cal. App. 3rd 762 in stating that:

“In interpreting exceptions to the general statute courts include only those circumstances which are within the words and reason of the exception. ... One seeking to be excluded from the sweep of the general statute must establish that the exception applies.”

Additionally, the Court in *DaVinci* stated that the rules regarding the interpretation of a municipal ordinance are the same rules as those that govern the construction of statutes. *DaVinci* at 27, citing *City of Los Angeles v. Los Olivos Mobile Home Park* (1989) 213 Cal. App. 3d 1427, 1433. In other words, an owner has the burden to prove an exemption, and any attempt to exempt a property from the Ordinance must be strictly construed.

In order for an owner to qualify for a substantial rehabilitation exemption, an owner has to undergo the rehabilitation of the property. It has never been the law that an owner could claim all expenses it has incurred over the lifetime of ownership and claim that there has been a “rehabilitation.” A project that has a start and completion date to undergo the rehabilitation of a building must be proven. It is this project, and not all expenses ever spent on the property, that must satisfy the financial test described above. In this case, the owner sought to bring forth all costs incurred over the entirety of its ownership of the property. This is not allowed.

⁸ O.M.C. § 8.22.030(B)(2)(a-c)

Since the regulations require that to qualify for the exemption, the work must be done within two years of a permit being issued, it is therefore true that before a building can qualify for the substantial rehabilitation exemption, a permit must be issued. Additionally, even before the Ordinance was amended in February of 2017, and subsection (c) was added, the reference to a "permit" in the regulations is a reference to a "finaled" permit. The City of Oakland requires that permits be taken out to do certain work on property. Any scope of work that could in its totality fall under the definition of substantial rehabilitation would require a permit. Oakland requires that when a permit is taken out, that the work be inspected and then finaled. Since the work is not completed until the permit is finaled, no consideration of whether or not the unit has met the substantial rehabilitation test can be made until a permit is finaled.

In this case there was no permit for the rehabilitation of the unit until December of 2016. And the only permits that were finaled were the permits that were taken out in May of 2017. That permit (and its accompanying subpermits) were not completely finaled until November 29, 2017, long after the owner petition in this case was filed.

An owner cannot seek a substantial rehabilitation exemption until the building permits are signed off or "finaled". One cannot file a petition based on the anticipated approval of a permit. This has been true both before and after the addition of section (c) to the Ordinance. The owner's claim is denied.

ORDER

1. Petition L17-0157 is denied. The units at 722 30th Street, are not exempt from the Rent Adjustment Ordinance.

2. **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) days after service of this decision. The date of service is shown on the attached Proof of Service. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day.

Dated: January 11, 2018



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L17-0157

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

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

Tenants

Adrian Quintero/Noa Nessim/Josh Cadji
722 30th St Downstairs
Oakland, CA 94609

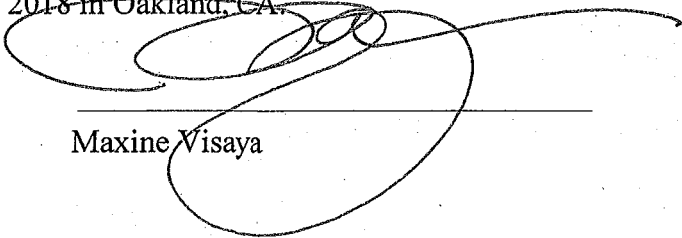
Stuart Noble & Hezekiah Allen
722 30th St Upstairs
Oakland, CA 94609

Owner Representative

JDW Enterprises, Inc.
3871 Piedmont Ave #311
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 12, 2018 in Oakland, CA.



Maxine Visaya

000105



**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

For date stamp
2018 FEB -1 PM 4:28

APPEAL

Appellant's Name JDW Enterprises, Inc.		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 722 30th Street, Oakland			
Appellant's Mailing Address (For receipt of notices) 3871 Piedmont Ave, #311 Oakland, CA 94611		Case Number L17-0157	
		Date of Decision appealed 11 Jan 2018	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

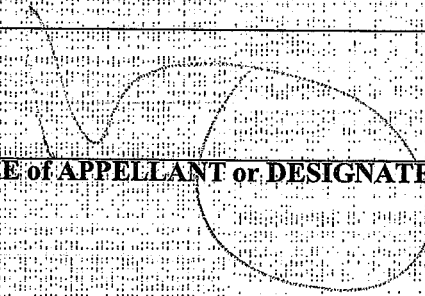
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on 1 February, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Adrian Quintero/Noa Nessim/Josh Cadji
Address	722 30th St Downstairs
City, State Zip	Oakland, CA 94609
Name	Stuart Nobel & Hezekiah Allen
Address	722 30th Street Upstairs
City, State Zip	Oakland, CA 94608

	DATE FEB 20 2018
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

L17-0157 - Appeal of Denial

1. The decision raises a new policy issue that has not been decided by the board.

The City Council created an arbitrary date of June 30, 2017 to submit petitions for substantial rehab exemptions for all work that took place prior to September 20, 2016.

In the subject petition, substantial rehabilitation of the property took place in (2) phases based upon the vacancy of the units so work could be completed without displacing occupants. The first phase of work, the rehab of the lower unit, took place in 2012, the period in which substantial rehab work must be petitioned prior to June 30, 2017. The second phase of work, including the rehab of the upper unit, took place beginning in January 2017 and was ongoing during the petition hearing. The petitioner was forced to file the petition prior to the arbitrary date of June 30, 2017 lest they lose credit for work completed prior to September 20, 2016.

The petition was denied on the grounds that the building permit for the second phase of work was not finalized prior to the petition being filed to meet the June 30, 2017 deadline.

It would seem the intent of the Substantial Rehab Exemption is to incentivize the expenditure of substantial capital to update the older housing stock in the City of Oakland. However, no mechanism was designed to accommodate or provide credit for petitioners whose projects straddle the arbitrary deadline for petition submission lest they lose credit for work completed prior to the deadline.

In order to meet the intent of the Substantial Rehab Exemption, it would seem that in this case, and other similar cases where work was ongoing, that petitioners should have the ability to carry forward a credit for work completed prior to the deadline for a reasonable period of time.

2. The decision is not supported by substantial evidence.

The decision states that "Any scope of work that could in its totality fall under the definition of substantial rehabilitation would require a permit". ***OMC defines the qualifications for substantial rehabilitation exemption not by scope, but by quantity of expenditure.***

(Oakland Municipal Code, Chapter 8.2 Rent Adjustment Ordinance Effective: 1-16-2007)

2. Exemptions for Substantially Rehabilitated Buildings.

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

b. The average basic cost for new construction shall be determined using tables issued by the chief building inspector applicable for the time period when the substantial rehabilitation was completed.

In fact, items including the following do not require permits, but in totality could cross the cost threshold for substantial rehabilitation as defined by OMC 8.2:

Some level of siding repairs, some level of repairs to interior walls, roofing repairs, drainage repairs, cleaning and trashout, Interior and exterior painting, finish carpentry, replacing kitchen and bathroom cabinets, replacing countertops, replacing interior doors, interior door hardware, repairing decks,

repairing some level of dryrot and termite damage, replacing existing plumbing fixtures such as faucets and toilets, replacing light fixtures, switches and plugs, installing hardwood, carpet, or tile floors among other things.

Thus, within the definition contained in OMC 8.2, it is possible to rehabilitate a dilapidated property such that there is an entirely new surface inside and outside of a building, from the exterior, to the kitchens, bathrooms, and bedrooms, without the requirement of a building permit. What could be deemed uninhabitable could become like new.

The decision also misconstrues the work, inclusive of items that didn't require a permit above, to be a collective of work completed over the duration of ownership. In fact, the work was completed over a distinct period of time in 2012 supported by the evidence provided.

1	FOUNDATION Major Inspection	2	FIRST FLOOR Major Inspection	3	FRAME Major Inspection	4	FINAL Major Inspection	5	SITE
ELECTRICAL		ELECTRICAL		ELECTRICAL		ELECTRICAL		PRE-CONSTRUCTION	
RE 10	CONSTRUCTION POWER	RE 20	UNDERFLOOR	RE 30	SUBPANEL / FEEDER	RE 42	UTILITY RELEASE	S 50A	PRE-CON MEETING
RE 11	UFER			RE 31	INTERIOR / EXTERIOR WIRING	RE 43A	ENERGY CODE	S 50B	OBSTRUCT/ ENCROACH
RE 12	UNDERGROUND			RE 32	BOX MAKE UP	RE 43B	CALGreen	S 50C	SURVEY/ELEVATION
				RE 33	SMOKE & CO ALARMS			S 50E	RUNOFF & CREEK PROTECTION
				RE 38	OK TO CONCEAL	RE 86	FINAL ELECTRICAL	S 50F	VEGETATION/TREE PROTECTION
PLUMBING		PLUMBING		PLUMBING		PLUMBING		S 50H	
RP 10	UNDERGROUND	RP 20	UNDERFLOOR	RP 30	DWV PIPING	RP 40	WATER SERVICE	S 50K	EXCAVATION SHORING
RP 11	BACKWATER VALVE			RP 31	GAS PIPING	RP 41	GAS TEST	S 50L	TRAFFIC CONTROL & PARKING
				RP 32	WATER PIPING	RP 42	UTILITY RELEASE	S 50M	BLIGHT / NOISE / TOILET
				RP 33	TUB / SHOWER PAN	RP 43A	ENERGY CODE	PX 50	SIDEWALK / DRIVEWAY
				RP 34	ANTI-SIPHON VALVE	RP 43B	CALGreen	PX 51	EBMUD LATERAL CERT
				RP 38	OK TO CONCEAL	RP 86	FINAL PLUMBING	PX 86	FINAL ROW
MECHANICAL		MECHANICAL		MECHANICAL		MECHANICAL		INFRASTRUCTURE	
RM 10	UNDERGROUND	RM 20	UNDERFLOOR DUCTS	RM 30	FLUE	RM 40	EQUIPMENT	PZ 50	SEWER / BACKWATER
RM 11	RADIANT / COILS	RM 21	RADIANT / COILS	RM 31	RADIANT / COILS	RM 41	OK TO FIRE TEST	PZ 51	DRAINAGE / STORM DRAIN
				RM 32	DUCT (LOW PRESSURE)	RM 43A	ENERGY CODE	PZ 53	HARDSCAPE
				RM 33	MANUF FIREPLACE	RM 43B	CALGreen	PZ 54	SHARED DRIVEWAY
				RM 34	COMBUSTION AIR			PZ 55	C3 FACILITY
				RM 35	EXHAUST DUCTS			PZ 86	FINAL INFRASTRUCTURE
				RM 38	OK TO CONCEAL	RM 86	FINAL MECHANICAL		GRADING
BUILDING		BUILDING		BUILDING		BUILDING		GR 50	
RB 10	SETBACK	RB 20	FLOOR ELEVATION	RB 30	BUILDING HEIGHT / MASS	RB 40	DECK / RETAINING WALL	GR 50	SUBGRADE
RB 11	SURVEY / STAKING	RB 21	PRE-FRAME ROOF HEIGHT	RB 31	FRAMING & NAILING	RB 41	CONDITIONS OF APPROVAL	GR 51	PAD ELEVATION
RB 12	SP INSPECT REPORT	RB 22	SP INSPECT REPORT	RB 32	INSPECT REPORT	RB 42	SP INSPECT REPORT	GR 52	SP INSPECT REPORT
RB 13	PIERS			RB 33A	GLAZED ASSEMBLY	RB 43A	ENERGY CF-6R	GR 86	FINAL GRADING
RB 14	FOOTING / GRADE BEAM			RB 33B	SOUND ASSEMBLY	RB 43B	CALGreen	FM 50	FIRE SPRINKLER
RB 15	PERFORATION FOR EPOXY			RB 34A	SHEAR INTERIOR	RB 43C	GPR COMPLIANCE	FM 50	OK TO CONCEAL
RB 16	SLAB FLOOR / VAPOR BARRIER			RB 34B	SHEAR EXTERIOR	RB 44	SMOKE & CO ALARMS	FM 50	FIRE ALARM
RB 17	WP PROTECTION & DRAINAGE	RB 25A	FLOOR FRAMING	RB 35A	FLOOR WALL FRAMING	RB 45	RECYCLING CDSR	FM 50	STANDPIPE
RB 18	MASONRY WALLS	RB 25B	INSULATION	RB 35B	INSULATION			FM 50	EMERGENCY LIGHTING
RB 19	MECHANICAL ANCHORS			RB 36A	LATH			FM 50	FIRE / SMOKE DAMPER
				RB 36B	WP MEMBRANE			FM 86	FINAL FIRE (510) 238-3851
				RB 37	EGRESS WINDOWS SAFETY GLAZING			7	PLANNING
				RB 38	OK TO COVER	RB 48	OK TO OCCUPY	ZC 58	ROUGH
				RB 39A	TUB / SHOWER WALL			ZC 59A	LANDSCAPE / HARDSCAPE
				RB 39B	GYPSUM WALL BOARD			ZC 59B	SITE IMPROVEMENTS
				RB 39C	FIRE SAFING	RB 86	FINAL BLDG RESIDENCE FINAL	ZC 86	FINAL ZONING
1	FOUNDATION APPVD	2	FIRST FLOOR APPVD	3	FRAME APPVD	4	RESIDENCE FINAL	9	PROJECT FINAL
								99	

00011064

RECEIVED
CITY OF OAKLAND
PERMITTING DIVISION
2011 NOV 2

Permit/Complaint History ≈ 1987 - Current

Record # 2 Status: 08

Address	Record #	Status	Filed Date	Status Date	Description
722 30TH	RP1701547	Final	5/23/2017	11/27/2017	Plumbing related to 2story duplex, lower level legalize unpermitted bedroom. Upper level enclose deck to create family room and, create additional living space in the (e) jattic and remodel kitchen on upper level. Total living space addition is 316sf with (e) envelopele of building.
722 30TH	RE1701873	Reinstated	5/23/2017	11/22/2017	Electrical related to 2story duplex, lower level legalize unpermitted bedroom. Upper level enclose deck to create family room and, create additional living space in the (e) jattic and remodel kitchen on upper level. Total living space addition is 316sf with (e) envelopele of building.
722 30TH	RM1701051	Final	5/23/2017	11/27/2017	Mechanical related to 2story duplex, lower level legalize unpermitted bedroom. Upper level enclose deck to create family room and, create additional living space in the (e) jattic and remodel kitchen on upper level. Total living space addition is 316sf with (e) envelopele of building.
722 30TH	RB1700333	Issued	1/24/2017	5/23/2017	2story duplex, lower level legalize unpermitted bedroom. Upper level enclose deck to create family room and, create additional living space in the (e) jattic and remodel kitchen on upper level. Total living space addition is 316sf with (e) envelopele of building.
722 30TH	DS160588	Approved	12/12/2016	12/12/2016	DS-1 spdr for rear additions to 2 story house: 141 sf upper room replaces deck; legalize 121 sf 1st floor rear bedroom; raise portion of roof near dormer on one side to create approx. 45 sf under area for bathroom; with bps LOWER UNIT: Leak underneath the sink. Mold in the bedroom and under the windows.
722 30TH	1600796	Abated	3/8/2016	4/27/2016	
722 30TH	15IOP00041	Withdrawn	2/26/2015	2/26/2015	
722 30TH	1200262	Abated	1/23/2012	1/24/2012	KITCHEN SINK & FAUCET BROKEN, LEAKING ALSO
722 30TH	RM1000217	Final	1/27/2010	4/16/2010	Replace furnace
722 30TH	804706	Abated	7/1/2008	8/21/2008	OVERGROWTH OF VEGETATION, TRASH & DEBRIS. GARBAGE CANS STORED INPUBLIC VIEW.
722 30TH	L024672	Lien Created	11/28/2006	11/28/2006	
722 30TH	L024501	Lien Created	9/27/2006	9/27/2006	
722 30TH	603746	Abated	5/22/2006	7/24/2006	OVERGROWTH OF VEGETATION AND ACCUMULATION OF TRASH AND DEBRIS

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