

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**

**PANEL MEETING**

**DECEMBER 5, 2019**

**7:00 P.M.**

**CITY HALL, HEARING ROOM #1**

**ONE FRANK H. OGAWA PLAZA**

**OAKLAND, CA**

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. APPEALS\*
  - a. T19-0148, Holman v. Eastshore Properties
  - b. T18-0310, Alkebsi v. Noori
  - c. T18-0495, Gonzalez v. Zhang
5. ADJOURNMENT

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

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [sshannon@oaklandnet.com](mailto: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](mailto:sshannon@oaklandnet.com)

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

或致電 (510) 238-3715 或 711 California relay

service。請避免塗搽香氛產品，參加者可能對化學成分敏感。

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

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

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

## CHRONOLOGICAL CASE REPORT

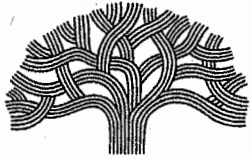
Case No.: T19-0148  
Case Name: Holman v. East Shore Properties  
Property Address: 3711 Fruitvale Ave., Unit #12, Oakland, CA  
Parties: Tasha Holman (Tenant)  
East Shore Properties (Owner)  
Donna Rivera (Property Manager)

### TENANT APPEAL:

| <u>Activity</u>                | <u>Date</u>       |
|--------------------------------|-------------------|
| Tenant Petition filed          | January 28, 2019  |
| No Owner Response filed        | -----             |
| Administrative Decision mailed | August 2, 2019    |
| Tenant Appeal filed            | September 3, 2019 |

000003

T19-0148 Re/LM



CITY OF OAKLAND

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Ste. 5313  
 Oakland, CA 94612-0243  
 (510) 238-3721

For date stamp.  
 2019 JAN -8 PM 1:16

**TENANT PETITION**

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

**Please print legibly**

|   |  |   |
|---|--|---|
| Your Name<br><i>Tasha Holman</i>  | Rental Address (with zip code)<br><i>3711 Fruitvale Avenue, #12<br/>Oakland, CA 94602</i>                      | Telephone:<br>[REDACTED]                                  |
| Your Representative's Name  | Mailing Address (with zip code)  | E-mail:<br>[REDACTED]                                     |
| Property Owner(s) name(s)<br><i>Eastshore Properties</i>                  | Mailing Address (with zip code)<br><i>P.O. Box 70512<br/>Richmond CA 94807</i>                                 | Telephone:<br>[REDACTED]                                  |
| Property Manager or Management Co. (if applicable)<br><i>Donna Rivera</i> | Mailing Address (with zip code)<br><i>1150 Brickyard Cove Road<br/>Suite #202<br/>Point Richmond, CA 94801</i> | Email:<br><i>3711 Fruitvale @ eastshoreproperties LLC</i> |
|   |  | Telephone:<br><i>510-965-4600</i>                         |
|   |  | Email:<br><i>donna @ eastshore properties LLC</i>         |

Number of units on the property: 12

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

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

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

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

|   |  |
|---|--|
|   | (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)   |
|   | (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).  |
|   | (f) The rent increase notice(s) was (were) not given to me in compliance with State law.   |
|   | (g) The increase I am contesting is the second increase in my rent in a 12-month period.   |
|   | (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)  |
| 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: July 2005 Initial Rent: \$ 700.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: N/A. 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:

1) T17-0082 and 2) T18-0623

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 [x] No
Have you lost services originally provided by the owner or have the conditions changed? [x] Yes [ ] No
Are you claiming any serious problem(s) with the condition of your rental unit? [x] 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 [Handwritten Signature]

Date [Handwritten: Jan 2nd 2019]

[Empty rectangular box for additional information]

[Empty rectangular box for additional information]

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

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

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

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

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

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

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

### III. DESCRIPTION OF DECREASED OR INADEQATE HOUSING SERVICES

#### 1) Description of Ongoing Problem

For over 5 months now, Eastshore Properties has been in violation of the City of Oakland's Municipal Code 8.22.640(a)(10), (A.) No Owner or such Owner's agent, contractor, subcontractor, or employee, shall do any of the following, in bad faith. (10.) Substantially and directly interfere with a Tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law; and the California Civil Code 1927 (Under California law, all leases have the implied covenant of "quiet enjoyment". (California Civil Code, § 1927). The landlord (and management company) has the duty to preserve the quiet enjoyment of all tenants. (Davis v. Gomez (1989) 207 Cal.App.3d 1401, 1404.) (Print out of codes attached)

This violation specifically pertains to the newly installed three garage doors shaking and vibrating underneath my home during the hours of quite enjoyment (10pm-8am). These garage doors are not a part of the original structure of building from the 1960's. Therefore, I share the same wall in my living room and bedroom closet with the garage down stairs. **NOTHING** has been put in place to accommodate the sound from the 3 motors operating these doors or the extra noise that comes from the doors going up and down. (Photos attached).

This has had a major impact upon my quality of life very negatively. I haven't gotten a full night of sleep since June 4th, 2018. And when I do try to sleep, I can't rest because the garage doors have gone up and down suddenly in the middle of the night and then again very early in the morning. Each time, I have to wait for the tenant to finish retrieving their belongings from the garage or wait for them to return home before I can go back to sleep. During the quiet enjoyment hours, these doors have gone up and down at least 4 to 12 times in one moment. This count is including the accidental half openings and closings of the garage doors. The frequency of these doors active has been at the same time or within a matter of minutes of one another. This has become a huge ongoing problem yet I **ALWAYS** pay my rent infill and on time. Please help me.

#### 2) Dates of the Problem:

Organized by start dates, time of active and frequency/number of times of active.  
Total 5.6= 5 months and 6 day of code violation

1. June 5th, 2018 at 7:54am, 1 x 4 = 4 times
2. June 7th, 2018 at 7:48am, 1 time
3. June 7th, 2018 at 7:49am, 1 time
4. June 13th, 2018 at 7:19am, 1 time



5. June 13th, 2018 at 7:20am, 1 time
6. June 20th, 2018 at 7:43am, 1 time
7. June 20th, 2018 at 10:17pm, 1 time
8. June 20th, 2018 at 10:41pm, 1 time
9. June 30th,2018 at 12:05am 1 time
10. June 30th, 2018 at 12:07am 1 time
11. June 30th, 2018 at 10:15pm 1 time
12. June 30th, 2018 at 10:16pm 1 time
13. July 2<sup>nd</sup>, 2018 at 7:52am 1 time
14. July 2<sup>nd</sup>, 2018 at 7:55am 1 time
15. July 3<sup>rd</sup>, 2018 at 7:51am 1 time
16. July 3<sup>rd</sup>, 2018 at 7:53am 1 time
17. July 12<sup>th</sup>,2018 at 6:53am 1 time
18. July 13<sup>th</sup>, 2018 at 2:23am 1 time
19. July 13<sup>th</sup>, 2018 at 2:34am, 1 time
20. July 13<sup>th</sup>, 2018 at 3:25am, 1 time
21. July 16<sup>th</sup>, 2018 at 7:51am, 1 time with music from car parking in garage below.
22. July 16<sup>th</sup>, 2018 at 7:52am, 1 time with music from car parking in garage below.
23. July 19<sup>th</sup>, 2018 at 7:51am, 1 time
24. July 19<sup>th</sup>, 2018 at 7:52am, 1 time
25. July 22<sup>nd</sup>, 2018 at 6:53am,1 x 3=3 with music from car parking in garage below.
26. July 22<sup>nd</sup>, 2018 at 6:55am, 1 time
27. July 22<sup>nd</sup>, 2018 at 7:29am, 1 x 2= 2 times loud music from car parking in garage below.

28. July 24<sup>th</sup>, 2018 at 7:16am, 1 time
29. July 24<sup>th</sup>, 2018 at 7:24am, 1 x 2= 2 times
30. July 24<sup>th</sup>, 2018 at 7:25am, 1 time
31. July 25<sup>th</sup>, 2018 at 7:33am, 1 time
32. July 25<sup>th</sup>, 2018 at 7:34am, 1 time
33. July 26<sup>th</sup>, 2018 at 6:18am, 1 time
34. July 26<sup>th</sup>, 2018 at 6:19am, 1 time
35. July 26<sup>th</sup>, 2018 at 7:23am, 1 time
36. July 26<sup>th</sup>, 2018 at 7:24am, 1 time
37. July 30<sup>th</sup>, 2018 at 7:45am, 1 time
38. July 30<sup>th</sup>, 2018 at 7:46am, 1 time
39. July 31<sup>st</sup>, 2018 at 7:42am, 1 time
40. July 31<sup>st</sup>, 2018 at 7:43am, 1 time
41. August 4<sup>th</sup>, 2018 at 3:33am, 1 time
42. August 4<sup>th</sup>, 2018 at 3:34am, 1 time
43. September 15<sup>th</sup>, 2018 at 6:27am, 1 x 6= 6 times
44. September 17<sup>th</sup>, 2018 at 7:37am, 1 time
45. September 17<sup>th</sup>, 2018 at 7:40am, 1 time
46. September 18<sup>th</sup>, 2018 at 7:30am, 1 x 2= 2 times
47. September 18<sup>th</sup>, 2018 at 10:54pm, 1 x 2= 2 times
48. September 19<sup>th</sup>, 2018 at 6:51am, 1 time
49. September 19<sup>th</sup>, 2018 at 10:32pm, 1 time
50. September 19<sup>th</sup>, 2018 at 10:33pm, 1 time

51. September 20<sup>th</sup>, 2018 at 7:33am, 1 time
52. September 20<sup>th</sup>, 2018 at 7:34am, 1 time
53. September 21<sup>st</sup>, 2018 at 6:29am, 1 time
54. September 21<sup>st</sup>, 2018 at 6:34am, 1 time
55. September 21<sup>st</sup>, 2018 at 11:22 pm, 1 time
56. September 21<sup>st</sup>, 2018 at 11:23pm, 1 time
57. September 22<sup>nd</sup>, 2018 at 10:56pm, 1 time
58. September 22<sup>nd</sup>, 2018 at 10:57pm, 1 time
59. September 22<sup>nd</sup>, 2018 at 11:09pm, 1 time
60. September 22<sup>nd</sup>, 2018 at 11:10pm, 1 time
61. September 24<sup>th</sup>, 2018 at 6:40am, 1 time
62. September 24<sup>th</sup>, 2018 at 6:42am, 1 time
63. September 24<sup>th</sup>, 2018 at 7:29 am, 1 time
64. September 24<sup>th</sup>, 2018 at 7:30am, 1 time
65. September 26<sup>th</sup>, 2018 at 10:12pm, 1 time
66. September 26<sup>th</sup>, 2018 at 10:14pm, 1 time
67. September 27<sup>th</sup>, 2018 at 7:03am, 1 time
68. September 27<sup>th</sup>, 2018 at 7:06am, 1 time
69. September 27<sup>th</sup>, 2018 at 7:46am, 1 time
70. September 27<sup>th</sup>, 2018 at 7:47am, 1 time
71. September 28<sup>th</sup>, 2018 at 6:01am, 1 time
72. September 28<sup>th</sup>, 2018 at 6:05am, 1 time
73. September 28<sup>th</sup>, 2018 at 7:56am, 1 time

74. October 1<sup>st</sup>, 2018 at 6:31am, 1 time
75. October 1<sup>st</sup>, 2018 at 6:33am, 1 time
76. October 1<sup>st</sup>, 2018 at 7:39am, 1 time
77. October 1<sup>st</sup>, 2018 at 7:40am, 1 time
78. October 2<sup>nd</sup>, 2018 at 6:35am, 1 x 4= 4 times
79. October 2<sup>nd</sup>, 2018 at 6:40am, 1 x 2= 2 times
80. October 2<sup>nd</sup>, 2018 at 7:02am, 1 time
81. October 2<sup>nd</sup>, 2018 at 7:03am, 1 time
82. October 2<sup>nd</sup>, 2018 at 7:39am, 1 time
83. October 2<sup>nd</sup>, 2018 at 7:40am, 1 time
84. October 2<sup>nd</sup>, 2018 at 10:06pm, 1 time
85. October 2<sup>nd</sup>, 2018 at 10:08pm, 1 time
86. October 3<sup>rd</sup>, 2018 at 10:11pm, 1 x 2= 2 times
87. October 5<sup>th</sup>, 2018 at 7:57am, 1 time
88. October 8<sup>th</sup>, 2018 at 7:47am, 1 time
89. October 8<sup>th</sup>, 2018 at 7:48am, 1 time
90. October 9<sup>th</sup>, 2018 at 2:09am, 1 time
91. October 9<sup>th</sup>, 2018 at 2:10am, 1 x 3= 3 times
92. October 9<sup>th</sup>, 2018 at 7:37am, 1 time
93. October 9<sup>th</sup>, 2018 at 7:51am, 1 time
94. October 9<sup>th</sup>, 2018 at 7:53am, 1 time
95. October 10<sup>th</sup>, 2018 at 3:29am, 1 x 2= 2 times
96. October 10<sup>th</sup>, 2018 at 3:30am, 1 time

97. October 11<sup>th</sup>, 2018 at 7:55am, 1 time
98. October 11<sup>th</sup>, 2018 at 7:56am, 1 time
99. October 13<sup>th</sup>, 2018 at 2:35 am, 1 time
100. October 13<sup>th</sup>, 2018 at 2:36am, 1 time
101. October 13<sup>th</sup>, 2018 at 2:37am, 1 x 2= 2 times
102. October 13<sup>th</sup>, 2018 at 4:09am, 1 x 2= 2 times
103. October 13<sup>th</sup>, 2018 at 4:10am, 1 time
104. October 14<sup>th</sup>, 2018 at 1:21am, 1 time
105. October 14<sup>th</sup>, 2018 at 1:22am, 1 time
106. October 15<sup>th</sup>, 2018 at 7:36am, 1 time
107. October 15<sup>th</sup>, 2018 at 7:37am, 1 time
108. October 16<sup>th</sup>, 2018 at 7:35am, 1 time
109. October 16<sup>th</sup>, 2018 at 7:36am, 1 time
110. October 17<sup>th</sup>, 2018 at 11:31pm, 1 time
111. October 17<sup>th</sup>, 2018 at 11:32pm, 1 time
112. October 18<sup>th</sup>, 2018 at 1:39am, 1 time
113. October 18<sup>th</sup>, 2018 at 1:40am, 1 time
114. October 18<sup>th</sup>, 2018 at 6:59am, 1 time
115. October 18<sup>th</sup>, 2018 at 7:00am, 1 time
116. October 18<sup>th</sup>, 2018 at 7:39am, 1 time
117. October 18<sup>th</sup>, 2018 at 7:41am, 1 x 2= 2 times
118. October 19<sup>th</sup>, 2018 at 2:14am, 1 x 2= 2 times
119. October 20<sup>th</sup>, 2018 at 6:25am, 1 time

120. October 20<sup>th</sup>, 2018 at 10:09pm, 1 time
121. October 22<sup>nd</sup>, 2018 at 1:15am, 1 time
122. October 22<sup>nd</sup>, 2018 at 1:19am, 1 x 3= 3 times
123. October 22<sup>nd</sup>, 2018 at 7:19am, 1 x 2= 2 times
124. October 22<sup>nd</sup>, 2018 at 7:57am, 1 time
125. October 22<sup>nd</sup>, 2018 at 7:59am, 1 time
126. October 24<sup>th</sup>, 2018 at 12:41am, 1 x 2= 2 times
127. October 25<sup>th</sup>, 2018 at 7:53am, 1 time
128. October 25<sup>th</sup>, 2018 at 7:54am, 1 time
129. October 26<sup>th</sup>, 2018 at 7:24am, 1 time
130. October 26<sup>th</sup>, 2018 at 7:26am, 1 time
131. October 27<sup>th</sup>, 2018 at 7:13 am, 1 time
132. October 27<sup>th</sup>, 2018 at 7:14am, 1 time
133. October 28<sup>th</sup>, 2018 at 7:19am, 1 x 2= 2 times
134. October 29<sup>th</sup>, 2018 at 12:09am, 1 time
135. October 29<sup>th</sup>, 2018 at 12:10am, 1 time
136. October 29<sup>th</sup>, 2018 at 2:47am, 1 time
137. October 29<sup>th</sup>, 2018 at 2:49am, 1 time
138. October 29<sup>th</sup>, 2018 at 7:11am, 1 time
139. October 29<sup>th</sup>, 2018 at 7:13am, 1 time
140. October 29<sup>th</sup>, 2018 at 7:40am, 1 time
141. October 29<sup>th</sup>, 2018 at 7:41 am, 1 time
142. October 29<sup>th</sup>, 2018 at 7:59am, 1 time

143. October 30<sup>th</sup>, 2018 at 7:17am, 1 x 2= 2 times
144. October 30<sup>th</sup>, 2018 at 7:29am, 1 time
145. October 30<sup>th</sup>, 2018 at 7:31am, 1 x 2= 2 times
146. October 30<sup>th</sup>, 2018 at 7:37am, 1 time
147. October 31<sup>st</sup>, 2018 at 7:31am, 1 time
148. October 31<sup>st</sup>, 2018 at 7:34am, 1 x 2= 2 times
149. October 31<sup>st</sup>, 2018 at 10:49pm, 1 time
150. October 31<sup>st</sup>, 2018 at 10:50pm, 1 time
151. October 31<sup>st</sup>, 2018 at 11:06pm, 1 time
152. October 31<sup>st</sup>, 2018 at 11:07pm, 1 time
153. November 1<sup>st</sup>, 2018 at 2:53am, 1 time
154. November 1<sup>st</sup>, 2018 at 2:55am, 1 time
155. November 1<sup>st</sup>, 2018 at 7:34am, 1 time
156. November 1<sup>st</sup>, 2018 at 7:35am, 1 x 3= 3 times
157. November 1<sup>st</sup>, 2018 at 7:44am, 1 x 3= 3 times
158. November 1<sup>st</sup>, 2018 at 7:45am, 1 time
159. November 2<sup>nd</sup>, 2018 at 1:04am, 1 time
160. November 2<sup>nd</sup>, 2018 at 1:06am, 1 time
161. November 4<sup>th</sup>, 2018 at 1:34am, 1 time
162. November 4<sup>th</sup>, 2018 at 1:35am, 1 time
163. November 5<sup>th</sup>, 2018 at 1:11am, 1 time
164. November 5<sup>th</sup>, 2018 at 1:12am, 1 time
165. November 5<sup>th</sup>, 2018 at 7:27am, 1 time

166. November 5<sup>th</sup>, 2018 at 7:31am, 1 time
167. November 7<sup>th</sup>, 2018 at 1:15am, 1 time with music from car parking in garage below.
168. November 7<sup>th</sup>, 2018 at 1:17am, 1 time with music from car parking in garage below.
169. November 8<sup>th</sup>, 2018 at 7:35am, 1 time
170. November 8<sup>th</sup>, 2018 at 7:37am, 1 x 3= 3 times
171. November 8<sup>th</sup>, 2018 at 7:59am, 1 time
172. November 8<sup>th</sup>, 2018 at 10:51pm, 1 time
173. November 8<sup>th</sup>, 2018 at 10:52pm, 1 x 3= 3 times
174. November 9<sup>th</sup>, 2018 at 7:32am, 1 time
175. November 9<sup>th</sup>, 2018 at 7:35am, 1 time
176. November 10<sup>th</sup>, 2018 at 2:43am, 1 time
177. November 10<sup>th</sup>, 2018 at 2:44am, 1 x 2= 2 times
178. November 10<sup>th</sup>, 2018 at 2:46am, 1 time
179. November 12<sup>th</sup>, 2018 at 7:41am, 1 time
180. November 12<sup>th</sup>, 2018 at 7:42am, 1 x 3= 3 times
181. November 13<sup>th</sup>, 2018 at 7:13am, 1 time
182. November 13<sup>th</sup>, 2018 at 7:17am, 1 time
183. November 13<sup>th</sup>, 2018 at 7:28am, 1 time
184. November 13<sup>th</sup>, 2018 at 7:29am, 1 time
185. November 15<sup>th</sup>, 2018 at 6:59am, 1 time
186. November 15<sup>th</sup>, 2018 at 7:04am, 1 time
187. November 15<sup>th</sup>, 2018 at 7:59am, 1 time
188. November 15<sup>th</sup>, 2018 at 10:19pm, 1 time



189. November 15<sup>th</sup>, 2018 at 10:23pm, 1 time
190. November 16<sup>th</sup>, 2018 at 11:55pm, 1 time
191. November 16<sup>th</sup>, 2018 at 11:57pm, 1 time
192. November 19<sup>th</sup>, 2018 at 7:23am, 1 time
193. November 19<sup>th</sup>, 2018 at 7:24am, 1 time
194. November 19<sup>th</sup>, 2018 at 7:46am, 1 x 3= 3 times
195. November 19<sup>th</sup>, 2018 at 7:47am, 1 time
196. November 20<sup>th</sup>, 2018 at 6:43am, 1 time
197. November 20<sup>th</sup>, 2018 at 6:44am, 1 time
198. November 20<sup>th</sup>, 2018 at 7:30am, 1 time
199. November 20<sup>th</sup>, 2018 at 7:32am, 1 time
200. November 21<sup>st</sup>, 2018 at 1:15am, 1 time
201. November 21<sup>st</sup>, 2018 at 1:16am, 1 time
202. November 21<sup>st</sup>, 2018 at 11:54pm, 1 time
203. November 21<sup>st</sup>, 2018 at 11:56pm, 1 time
204. November 22<sup>nd</sup>, 2018 at 2:00am, 1 time
205. November 22<sup>nd</sup>, 2018 at 2:01am, 1 time
206. November 22<sup>nd</sup>, 2018 at 4:18am, 1 time
207. November 22<sup>nd</sup>, 2018 at 4:19am, 1 time
208. November 22<sup>nd</sup>, 2018 at 10:48pm, 1 time
209. November 22<sup>nd</sup>, 2018 at 10:49pm, 1 time
210. November 23<sup>rd</sup>, 2018 at 2:30am, 1 time
211. November 23<sup>rd</sup>, 2018 at 2:32am, 1 time

212. November 24<sup>th</sup>, 2018 at 2:30am, 1 time
213. November 24<sup>th</sup>, 2018 at 2:32am, 1 time
214. November 24<sup>th</sup>, 2018 at 3:34am, 1 time
215. November 26<sup>th</sup>, 2018 at 7:28am, 1 time
216. November 26<sup>th</sup>, 2018 at 7:32am, 1 time
217. November 26<sup>th</sup>, 2018 at 7:51am, 1 time
218. November 26<sup>th</sup>, 2018 at 7:52am, 1 time
219. November 27<sup>th</sup>, 2018 at 11:36pm, 1 x 2= 2 times
220. November 28<sup>th</sup>, 2018 at 10:53pm, 1 time
221. November 28<sup>th</sup>, 2018 at 10:54pm, 1 time
222. November 28<sup>th</sup>, 2018 at 11:25pm, 1 time
223. November 28<sup>th</sup>, 2018 at 11:26pm, 1 time
224. November 29<sup>th</sup>, 2018 at 7:31am, 1 time
225. November 29<sup>th</sup>, 2018 at 7:34am, 1 time
226. November 29<sup>th</sup>, 2018 at 10:06pm, 1 time
227. November 29<sup>th</sup>, 2018 at 10:08pm, 1 time
228. November 30<sup>th</sup>, 2018 at 10:03pm, 1 x 3= 3 times
229. November 30<sup>th</sup>, 2018 at 10:20pm, 1 time
230. November 30<sup>th</sup>, 2018 at 10:21pm, 1 time
231. December 1<sup>st</sup>, 2018 at 2:41am, 1 x 3= 3 times
232. December 3<sup>rd</sup>, 2018 at 7:13am, 1 time
233. December 3<sup>rd</sup>, 2018 at 7:15am, 1 time
234. December 4<sup>th</sup>, 2018 at 6:25am, 1 time

235. December 4<sup>th</sup>, 2018 at 6:27am, 1 time
236. December 4<sup>th</sup>, 2018 at 7:57am, 1 time
237. December 5<sup>th</sup>, 2018 at 2:38am, 1 time
238. December 5<sup>th</sup>, 2018 at 7:38am, 1 x 2= 2 times
239. December 6<sup>th</sup>, 2018 at 7:59am, 1 time
240. December 7<sup>th</sup>, 2018 at 1:59am, 1 x 2= 2 times
241. December 7<sup>th</sup>, 2018 at 11:43pm, 1 time
242. December 7<sup>th</sup>, 2018 at 11:44pm, 1 time
243. December 8<sup>th</sup>, 2018 at 2:30am, 1 time
244. December 10<sup>th</sup>, 2018 at 12:48pm, 1 x 2= 2 times
245. December 11<sup>th</sup>, 2018 at 7:30am, 1 time
246. December 11<sup>th</sup>, 2018 at 7:31am, 1 time
247. December 11<sup>th</sup>, 2018 at 11:44pm, 1 time
248. December 11<sup>th</sup>, 2018 at 11:46pm, 1 time
249. December 12<sup>th</sup>, 2018 at 12:04am, 1 time
250. December 12<sup>th</sup>, 2018 at 12:05am, 1 time
251. December 13<sup>th</sup>, 2018 at 7:08am, 1 time
252. December 13<sup>th</sup>, 2018 at 7:09am, 1 time
253. December 13<sup>th</sup>, 2018 at 10:50pm, 1 time
254. December 13<sup>th</sup>, 2018 at 10:51pm, 1 x 2= 2 times
255. December 13<sup>th</sup>, 2018 at 10:52pm, 1 time
256. December 15<sup>th</sup>, 2018 at 10:43pm, 1 time
257. December 15<sup>th</sup>, 2018 at 10:44pm, 1 time

258. December 18<sup>th</sup>, 2018 at 11:41pm, 1 time
259. December 18<sup>th</sup>, 2018 at 11:42pm, 1 time
260. December 20<sup>th</sup>, 2018 at 12:25am, 1 time
261. December 20<sup>th</sup>, 2018 at 12:26am, 1 time
262. December 21<sup>st</sup>, 2018 at 3:55am, 1 time
263. December 21<sup>st</sup>, 2018 at 3:56am, 1 x 3= 3 times
264. December 22<sup>nd</sup>, 2018 at 10:51pm, 1 x 2= 2 times
265. December 23<sup>rd</sup>, 2018 at 11:21pm, 1 time
266. December 23<sup>rd</sup>, 2018 at 11:23pm, 1 x 2= 2 times
267. December 23<sup>rd</sup>, 2018 at 11:31pm, 1 time
268. December 25<sup>th</sup>, 2018 at 3:57am, 1 time
269. December 25<sup>th</sup>, 2018 at 4:00am, 1 time
270. December 26<sup>th</sup>, 2018 at 5:48am, 1 x 2= 2 times
271. December 27<sup>th</sup>, 2018 at 12:31am, 1 time
272. December 27<sup>th</sup>, 2018 at 12:32am, 1 time
273. December 29<sup>th</sup>, 2018 at 1:34am, 1 x 2= 2 times
274. January 3<sup>rd</sup>, 2019 at 12:42am, 1 time
275. January 3<sup>rd</sup>, 2019 at 12:43am, 1 time
276. January 3<sup>rd</sup>, 2019 at 1:05am, 1 time
277. January 3<sup>rd</sup>, 2019 at 1:06am, 1 time
278. January 3<sup>rd</sup>, 2019 at 7:01am, 1 time
279. January 3<sup>rd</sup>, 2019 at 7:03am, 1 time
280. January 4<sup>th</sup>, 2019 at 7:37am, 1 time

- 281. January 4<sup>th</sup>, 2019 at 7:38am, 1 time
- 282. January 4<sup>th</sup>, 2019 at 7:45am, 1 time
- 283. January 4<sup>th</sup>, 2019 at 7:46am, 1 time
- 284. January 5<sup>th</sup>, 2019 at 1:46am, 1 time
- 285. January 5<sup>th</sup>, 2019 at 1:47am, 1 time
- 286. January 7<sup>th</sup>, 2019 at 1:51am, 1 time
- 287. January 7<sup>th</sup>, 2019 at 1:52am, 1 time
- 288. January 8<sup>th</sup>, 2019 at 7:03am, 1 time
- 289. January 8<sup>th</sup>, 2019 at 7:04am, 1 time

**3) Notification to Owner/Manager**

I have notified Eastshore Properties management team of the ongoing violations multiple times since June 5th, 2018. The first rounds of notifications/ complaints were documented with the previous management, specifically the general manager Lee McEachern. I sent Lee McEachern 7 request via email to implement times of access that honored the quiet enjoyment hour and his final responds was that he declined my request. (Emails are attached)

As for the new management team, I have notified the manager, Ryan Ventanilla, 5 times via email. (Emails are attached). His resolution was to forward the problem to the general manager, Donna Rivera. We had one conference call on December 18th, 2018 with my father present as a witness.

During this conference call, Ms. Rivera suggested speaking with the tenants renting the garages and to have them switch locations due to one being less active than the other. Ms. Rivera also said that she can't tell them when they can or can't access their garages. And she must consult with her legal team to find out what actions can be taken.

**4) Calculate of Dollar Value of Loss of Services:**

$$\$821.82 \times 5.6 = \$4,602.19$$

$$\$821.82 = \text{Rent per month}$$

$$5.6 = 5 \text{ months and } 6 \text{ days of Code Violation/ Loss of Services}$$

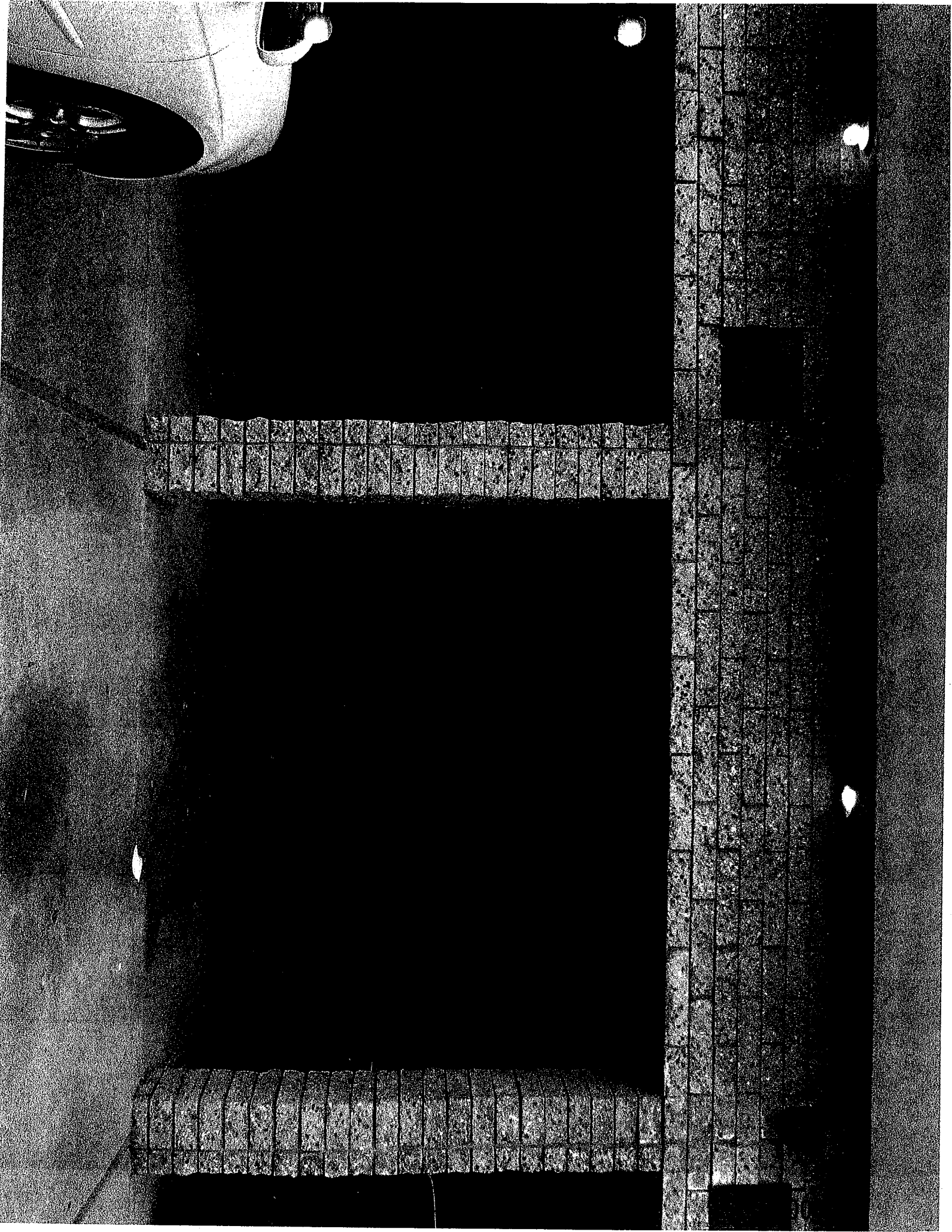


Photo of Shaud wall ~~covered~~ ~~with~~ inside my living room on the right



000023

## Formal Complaint about garage doors

T Holman

Tue 6/5/2018, 1:48 AM

To: leem@eastshorepropertiesllc.com <leem@eastshorepropertiesllc.com>

Greetings Mr. McEachern,

This is the tenant in unit #12. And I'm writing to you to formally notify Eastshore Properties about the negative impact of the 3 newly built garage doors at 3711 Fruitvale Avenue/ underneath my home. Unfortunately they make my entire apartment shake and the sound is extremely loud. Today the garage door directly underneath my unit was open about 4 or 5 times. Each time it was open the sound and the shaking reminded me of the same feeling from the small earth quake Oakland had last month. Is this something Eastshore is going to be able to address? Or is it possible to put a time restriction in place to on the garage door usage to avoid being awoken to this shaking and extremely loud noise of the motor and the door moving while sleeping? Considering your reaction of surprise from my text question inquiry about following up on this issue, I figured it was necessary to document this, instead of talking to the construction workers again.

Respectfully,

Ms. Holman



# CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

## ADMINISTRATIVE DECISION

**CASE NUMBER:** T19-0148, Holman v. East Shore Properties  
**PROPERTY ADDRESS:** 3711 Fruitvale Ave., Unit #12, Oakland, CA  
**PARTIES:** Tasha Holman, Tenant  
East Shore Properties, Owner  
Donna Rivera, Property Manager

### INTRODUCTION

On January 8, 2019, the tenant filed a Tenant Petition, alleging a violation and a decrease in housing services relating to a single issue: a loss of quiet enjoyment due to an operation of newly installed garage doors located on the ground floor under the tenant's apartment. The tenant alleged that when the garage doors are opening and closing, it is noisy and her apartment vibrates, which causes her a mental, emotional and physical stress.

### REASON FOR ADMINISTRATIVE DECISION

An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing and there are no material facts in dispute. Therefore, an Administrative Decision is being issued.

Loss of Quiet Enjoyment of Premises: The tenant alleged that the noise and vibration due to the operation of garage doors interferes with her right to the covenant of quiet enjoyment of her apartment. However, the Rent Adjustment Program (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 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.

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The Board in the City of Oakland has also stated that the RAP does not have jurisdiction over any such claims.<sup>1</sup> Therefore, the tenant's claims for decreased housing services or violations as they relate to the covenant of quiet enjoyment are not claims that can be made under the Oakland Rent Adjustment Ordinance.

While these acts may constitute civil wrongs, these claims must be made in a court of competent jurisdiction, such as superior or small claims courts. Therefore, the tenant's claim for a violation and/or decreased housing service as it relates to the covenant of quiet enjoyment is denied.

**ORDER**

1. Tenant Petition T19-0148 is denied.
2. The hearing scheduled for August 21, 2019, is cancelled.

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

Dated: August 9, 2019



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Linda M. Moroz  
Hearing Officer  
Rent Adjustment Program

---

<sup>1</sup> HRRRB Appeal Decision in T03-0377, *Aswad v. Fields*

**PROOF OF SERVICE**  
**Case Number T19-0148**

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

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

**Documents Included**

Administrative Decision

**Manager**

Donna Rivera  
1150 Brickyard Cove Road Suite 202  
Point Richmond, CA 94801

**Owner**

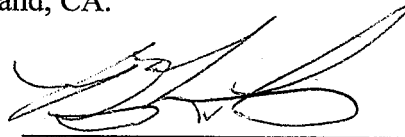
East Shore Properties  
P.O. Box 70512  
Richmond, CA 94807

**Tenant**

Tasha Holman  
3711 Fruitvale Avenue Unit 12  
Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 12, 2019** in Oakland, CA.



Brittni Lothlen

Oakland Rent Adjustment Program

000027

RC/UM

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

For date stamp:  
2019 SEP -3 PM 2:50



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

**APPEAL**

|  |  |   |  |
|--|--|---|--|
| <b>Appellant's Name</b><br>Tasha Holman  |  | <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant |  |
| <b>Property Address (Include Unit Number)</b><br>3711 Fruitvale Avenue, Apt. / Unit # 12; Oakland, CA 94602        |  |   |  |
| <b>Appellant's Mailing Address (For receipt of notices)</b><br>3711 Fruitvale Avenue, Apt. 12<br>Oakland, CA 94602 |  | <b>Case Number</b><br>T19-0148  |  |
|  |  | <b>Date of Decision appealed</b><br>August 29 <sup>th</sup> , 2019        |  |
| <b>Name of Representative (if any)</b><br>N/A  |  | <b>Representative's Mailing Address (For notices)</b><br>n/a              |  |

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

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

For more information phone (510) 238-3721.

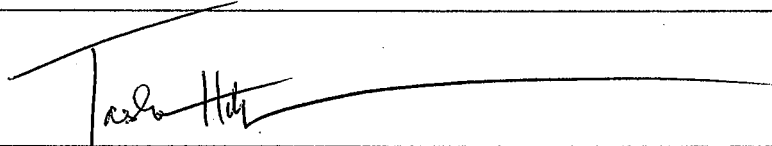
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on Sept. 29<sup>th</sup>, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name</b>            | Donna Rivera, Manager               |
| <b>Address</b>         | 1150 Brickyard Cove Road, Suite 202 |
| <b>City, State Zip</b> | Point Richmond, CA 94801            |
| <b>Name</b>            | Eastshore Properties, owner         |
| <b>Address</b>         | P.O. Box 70512                      |
| <b>City, State Zip</b> | Richmond, CA 94801                  |

|   |           |
|---|-----------|
|  | 8/29/2019 |
| SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE                                 | DATE      |

For more information phone (510) 238-3721.

Explanation for Grounds of Appeal Case # T19-0148

August 29th, 2019

Introduction

My name is Tasha Holman and I am the appellant for the appeal application of case number T19-0148. I am appealing the administrative decision that denied and cancel the hearing of my petition for the decrease in housing services at 3711 Fruitvale Avenue, Unit 12; on the grounds of option (h) other; to clarify the specifications on the type of decrease of services and how the ordinances from the City of Oakland Municipal Code and the State of California's Legislative Codes validate and support the legitimacy of this case.

The following paragraphs will provide a detailed breakdown of how and when the fore mentioned circumstances had been established as a noise problem, which resulted in the loss of the quiet of enjoyment in the unit. While simultaneously explaining how this noise problem is quantifiable in nature.

Premises of Appeal

The fore mentioned petition described the ongoing violation of the quite enjoyment of the occupied unit, as a decrease in housing services. This is due to the operational function of three newly installed garage doors and motors located on the ground floor and directly underneath the occupied unit.

In the state of California, specifically in the City of Oakland, the loss of the quiet enjoyment in a home means that an individual or organization, specifically in the case number T19-0814, Eastshore Properties/owner has created a source of abnormal noises that has been recurring daily for over a year, during the hours of 10pm to 8am. As a means to address and resolve the noise problem, contact was made multiple times with Eastshore Properties management team via email from the appellant since June of 2018. All of which were submitted on January 8<sup>th</sup>, 2019 in the appellant's initial petition and on August 8<sup>th</sup>, 2019. Unfortunately, none of the fore mention emails have resulted in implementing enough noise abatement solutions or procedures.

The activity of the three garage doors and motors has continued to create a frequency of excessive, extremely loud noises that has consistently had a harmful impact upon the appellant's health and welfare. Evidence of photos of the fore mention damages have previously been submitted to this office on August 8<sup>th</sup>, 2019. This ongoing repetitive activity from the three garage doors can be defined as excessive annoying undesirable sounds.

By which, *the City of Oakland's Code of Ordinances 8.18, Nuisance, 8.18.010, Excessive and Annoying Noises Prohibited*, states

*A. It is unlawful for any person to create or allow to be created any excessive or annoying noise as defined herein. Any violation of the regulations specified herein shall be punishable as an infraction.*

*B. Definition*

*"Annoying noise" means noise with a repetitive pattern, shrill frequencies, and/or static-like sounds, including loud music and noise attributable to, but not limited to, leaf blowers, alarms, engines, barking dogs, and other animals.*

*"Excessive noise" means any unnecessary noise which persists for ten minutes or more; such period of noise need not be witnessed by enforcement personnel if the occupants of two or more separate housing or commercial units certify that they have experienced such period of noise and describe with particularity the source.*

*C. Excessive and Annoying Noises a Nuisance. The following acts, and the causing or permitting thereof, shall be considered disturbing the peace and shall constitute an infraction.*

- 1. Mechanical or Electronic Devices. Using any mechanical or electronic device for the intensification of any sound or noise into the public streets which produces excessive or annoying noise;*
  
- 8. Loading and Unloading. Loading, unloading, opening, closing,...*

Based upon these findings, the simple categorization of the noise from the three garage doors and motors as the source of the loss of the quiet enjoyment within the unit, is no longer sufficient. Seeing how amply uncontested facts and evidence has already been submitted to this office, it is safe to classify this noise problem as excessive annoying undesirable sounds and noise nuisance. This active of the noise nuisance is also a violation of *the California Noise Control Act of 1973*, which is also a part of *the California Health and Safety Code, Division 28, HEALTH AND SAFETY CODE – HSC*, which states the following:

*DIVISION 28. NOISE CONTROL ACT [46000 - 46080] ( Division 28 repealed (comm. with Section 39800) and added by Stats. 1975, Ch. 957. )*

*CHAPTER 1. Findings, Declarations, and Intent [46000 - 46002] ( Chapter 1 added by Stats. 1975, Ch. 957. )*

*46000.*

*The Legislature hereby finds and declares that:*

- (a) Excessive noise is a serious hazard to the public health and welfare.*
  
- (b) Exposure to certain levels of noise can result in physiological, psychological, and economic damage.*
  
- (c) There is a continuous and increasing bombardment of noise in the urban, suburban, and rural areas.*

*(d) Government has not taken the steps necessary to provide for the control, abatement, and prevention of unwanted and hazardous noise.*

*(e) The State of California has a responsibility to protect the health and welfare of its citizens by the control, prevention, and abatement of noise.*

*(f) All Californians are entitled to a peaceful and quiet environment without the intrusion of noise which may be hazardous to their health or welfare.*

*(g) It is the policy of the state to provide an environment for all Californians free from noise that jeopardizes their health or welfare. To that end it is the purpose of this division to establish a means for effective coordination of state activities in noise control and to take such action as will be necessary to achieve the purposes of this section.*

*(Added by Stats. 1975, Ch. 957.)*

46001.

*No provision of this division or ruling of the Office of Noise Control is a limitation or expansion:*

*(e) On the right of any person to maintain at any time any appropriate action for relief against any private nuisance as defined in the Civil Code or for relief against any noise pollution.*

*CHAPTER 2. Short Title [46010- 46010.]( Chapter 2 added by Stats. 1975, Ch. 957. )*

46010.

*This division shall be known and may be cited as the California Noise Control Act of 1973.*

*CHAPTER 3. Definitions [46020 - 46025]( Chapter 3 added by Stats. 1975, Ch. 957. )*

46020.

*Unless the context otherwise requires, the definitions set forth in this chapter govern the construction of the words used in this division.*

46022.

*"Noise" means and includes excessive undesirable sound, including that produced by persons, pets and livestock, industrial equipment, construction, motor vehicles, boats, aircraft, home appliances, electric motors, combustion engines, and any other noise-producing objects.*

*(Added by Stats. 1975, Ch. 957.)*

*CHAPTER 5. Duties of the Office [46050 - 46050.1] ( Chapter 5 added by Stats. 1975, Ch. 957. )*



46050.

*The office shall, in order to protect health and well-being establish and maintain a program on noise control, including but not limited to:*

- (a) Determining the psychological and physical health effects of noise.*
- (b) Determining the physiological effects of noise upon plant and animal life.*
- (c) Monitoring noise.*
- (d) Collecting and disseminating authoritative information on adverse effects of noise and of means for its control.*

*CHAPTER 8. Research and Public Information [46080- 46080.]( Chapter 8 added by Stats. 1975, Ch. 957. )*

46080.

*In furtherance of his responsibilities under this division and to complement, as necessary, the noise research programs of federal agencies and of other state agencies, the director is authorized to:*

*(a) Conduct research, and finance research by contract with other public and private bodies, on the effects, measurement, and control of noise, including but not limited to:*

*(1) Investigation of the psychological and physiological effects of noise on humans and the effects of noise on domestic animals, wildlife, and property, and determination of acceptable levels of noise on the basis of such effects.*

*(b) Coordinate with and become knowledgeable concerning the noise research programs of other governmental entities including the federal government.*

*(c) Disseminate to the public information on the effects of noise, acceptable noise levels, and techniques for noise measurement and control.*

*(Added by Stats. 1975, Ch. 957.)*

It is vital to bear in mind that the totality of the excessive annoying undesirable sounds and noise nuisance created by the three garage doors and motors, goes far beyond a simple noise complaint, especially when it has had such a strong negative impact upon the appellant's health and welfare. When in fact, *the California Health and Safety Code, Division 28, chapter 1, 46000, part (f)* states, "All Californians are entitled to a peaceful and quiet environment without the intrusion of noise which may be hazardous to their health or welfare." In these circumstances it has already been acknowledged via the Rent Adjustment Program's administrative decision

letter, that “sufficient uncontested facts has been” provided which validates the fore mentioned negative impact that has indeed jeopardized the appellant's life horrendously.

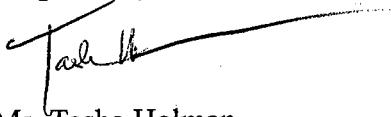
The excessive annoying, undesirable sounds and noise nuisance active of the three garage doors and motors have been proven to be a hazard to the health and welfare on the appellant. This has caused the appellant to experience ongoing mental, emotional and physical stress. That has resulted in the appellant's gradual hair loss and continuous broken sleep due to the hours and the excessive use of the three garage doors. This has all transpired over the course of the entire life span of the three garage doors and motors. The evidence that was provided in multiple photos of the appellant's hair loss was submitted on August 8<sup>th</sup>, 2019. The facts about this reoccurring garage doors activity has created excessive annoying, undesirable sounds and noise nuisance that did not exist prior to the renovation of 3711 Fruitvale Avenue done by Eastshore Properties. This regular excessive annoying, undesirable sounds and noise nuisance are violations of the California Noise Act of 1973, specifically documented above as *the California Health and Safety Code, Division 28* and *the City of Oakland's Code of Ordinances 8.18, Nuisance, 8.18.010, Excessive and annoying noises prohibited*. Seeing how it states that, “*Exposure to certain levels of noise can result in physiological, psychological, and economic damage.*”

Consequently by the fore mentioned of *the California Health and Safety Code, Division 28* and *the City of Oakland's Code of Ordinances 8.18, Nuisance, 8.18.010, Excessive and annoying noises prohibited*, the administrative decision of the petition hearing is wrong. As it is written in the denial letter, the findings/ evidence that has been provided has gone “uncontested...” and with “...no material facts to dispute” the appellants initial findings, therefore providing support of the justification of the petition. Along with the valid provisions of *the California Health and Safety Code, Division 28* and *the City of Oakland's Code of Ordinances 8.18, Nuisance, 8.18.010, Excessive and annoying noises prohibited*, further urges the need of a proper investigation before a final decision can be made.

The appellant acknowledges that in the case of *Larson v. City and County of San Francisco*, (2011) 192 Cal. App. 4<sup>th</sup> 1263, the court specify that the “loss of quiet enjoyment is not such a claim”. However, in *the California Health and Safety Code, Division 28, chapter 1, part 46000, (f) and (g)*, states that “All Californians are entitled to a peaceful and quite environment without the intrusion of noise which may be hazardous to their health or welfare...It is the policy of the state to provide an environment for all Californians free from noise that jeopardizes their health or welfare.” By denying this appeal and cancelling the hearing, the basic rights of the appellant are also being denied.

Thank you for your time and consideration.

Respectfully,



Ms. Tasha Holman

## Chapter 8.18 - NUISANCES

### Sections:

#### 8.18.010 - Excessive and annoying noises prohibited.

- A. It is unlawful for any person to create or allow to be created any excessive or annoying noise as defined herein. Any violation of the regulations specified herein shall be punishable as an infraction.
- B. Definitions.

"Annoying noise" means noise with a repetitive pattern, shrill frequencies, and/or static-like sounds, including loud music and noise attributable to, but not limited to, leaf blowers, alarms, engines, barking dogs, and other animals.

"Excessive noise" means any unnecessary noise which persists for ten minutes or more; such period of noise need not be witnessed by enforcement personnel if the occupants of two or more separate housing or commercial units certify that they have experienced such period of noise and describe with particularity the source.

- C. Excessive and Annoying Noises a Nuisance. The following acts, and the causing or permitting thereof, shall be considered disturbing the peace and shall constitute an infraction.
  1. Mechanical or Electronic Devices. Using any mechanical or electronic device for the intensification of any sound or noise into the public streets which produces excessive or annoying noise;

8. Loading and Unloading. Loading, unloading, opening, closing,

**HEALTH AND SAFETY CODE - HSC**

**DIVISION 28. NOISE CONTROL ACT [46000 - 46080]** (*Division 28 repealed (comm. with Section 39800) and added by Stats. 1975, Ch. 957.*)

**CHAPTER 1. Findings, Declarations, and Intent [46000 - 46002]** (*Chapter 1 added by Stats. 1975, Ch. 957.*)

**46000.** The Legislature hereby finds and declares that:

- (a) Excessive noise is a serious hazard to the public health and welfare.
- (b) Exposure to certain levels of noise can result in physiological, psychological, and economic damage.
- (c) There is a continuous and increasing bombardment of noise in the urban, suburban, and rural areas.
- (d) Government has not taken the steps necessary to provide for the control, abatement, and prevention of unwanted and hazardous noise.
- (e) The State of California has a responsibility to protect the health and welfare of its citizens by the control, prevention, and abatement of noise.
- (f) All Californians are entitled to a peaceful and quiet environment without the intrusion of noise which may be hazardous to their health or welfare.
- (g) It is the policy of the state to provide an environment for all Californians free from noise that jeopardizes their health or welfare. To that end it is the purpose of this division to establish a means for effective coordination of state activities in noise control and to take such action as will be necessary to achieve the purposes of this section.

*(Added by Stats. 1975, Ch. 957.)*

**46002.** Nothing in this division shall be construed as giving the Office of Noise Control authority or responsibility for adopting or enforcing noise-emission standards for any product for which a regulation has been, or could be, prescribed or promulgated by the Environmental Protection Agency under the Noise Control Act of 1972.  
*(Added by Stats. 1975, Ch. 957.)*

**HEALTH AND SAFETY CODE - HSC**

**DIVISION 28. NOISE CONTROL ACT [46000 - 46080]** (*Division 28 repealed (comm. with Section 39800) and added by Stats. 1975, Ch. 957.*)

**CHAPTER 2. Short Title [46010- 46010.]** (*Chapter 2 added by Stats. 1975, Ch. 957.*)

**46010.** This division shall be known and may be cited as the California Noise Control Act of 1973.  
(*Added by Stats. 1975, Ch. 957.*)



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**DIVISION 28. NOISE CONTROL ACT [46000 - 46080]** ( Division 28 repealed (comm. with Section 39800) and added by Stats. 1975, Ch. 957. )

**CHAPTER 3. Definitions [46020 - 46025]** ( Chapter 3 added by Stats. 1975, Ch. 957. )

**46020.** Unless the context otherwise requires, the definitions set forth in this chapter govern the construction of the words used in this division.

(Added by Stats. 1975, Ch. 957.)

**46021.** "Local agency" means and includes every local agency, including a county, city, whether general law or chartered, city and county, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency.

(Added by Stats. 1975, Ch. 957.)

**46022.** "Noise" means and includes excessive undesirable sound, including that produced by persons, pets and livestock, industrial equipment, construction, motor vehicles, boats, aircraft, home appliances, electric motors, combustion engines, and any other noise-producing objects.

(Added by Stats. 1975, Ch. 957.)

**46023.** "Office" means the Office of Noise Control.

(Added by Stats. 1975, Ch. 957.)

**46024.** "Public agency" means and includes every state agency and every local agency.

(Added by Stats. 1975, Ch. 957.)

**46025.** "State agency" means and includes every state office, officer, department, division, bureau, board, council, commission, or other state agency.

(Added by Stats. 1975, Ch. 957.)





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**DIVISION 28. NOISE CONTROL ACT [46000 - 46080]** ( *Division 28 repealed (comm. with Section 39800) and added by Stats. 1975, Ch. 957.* )

**CHAPTER 5. Duties of the Office [46050 - 46050.1]** ( *Chapter 5 added by Stats. 1975, Ch. 957.* )

**46050.** The office shall, in order to protect health and well-being establish and maintain a program on noise control, including but not limited to:

- (a) Determining the psychological and physical health effects of noise.
- (b) Determining the physiological effects of noise upon plant and animal life.
- (c) Monitoring noise.
- (d) Collecting and disseminating authoritative information on adverse effects of noise and of means for its control.
- (e) Developing, in cooperation with local governments, model ordinances for urban, suburban, and rural environments.
- (f) Providing assistance to local governmental entities engaged in developing and implementing noise abatement procedures.
- (g) Developing criteria and guidelines for use in setting standards for human exposure to noise.
- (h) Developing standards for the use of noise-producing objects in California.
- (i) Developing criteria for submission to the Legislature so that state agencies may require noise control in equipment purchased for state use.

(*Added by Stats. 1975, Ch. 957.*)

**46050.1.** Notwithstanding Section 65040.2 of the Government Code, the office shall adopt, in coordination with the Office of Planning and Research and each state department and agency as it deems appropriate, guidelines for the preparation and content of noise elements as required by Section 65302 of the Government Code.

In adding Section 39850.1 to the Health and Safety Code, which was the predecessor to this section, and amending Section 65302 of the Government Code by Chapter 1124 of the Statutes of 1975, it was the intent of the Legislature to ensure, insofar as possible, that new and periodically revised noise elements in local governments' general plans be more standardized, comprehensive, and utilitarian than they had been previously.

However, the Legislature also recognized that some cities and counties had already adopted noise elements pursuant to the existing Section 65302 of the Government Code and that others had received extensions on the due date of their noise element until September 20, 1975. Those cities and counties were not required to resubmit new noise elements consistent with Section 65302 of the Government Code, or to recognize guidelines adopted pursuant to this section, but are required, upon initial and periodic revision of the noise element, to comply with Section 65302 of the Government Code and to recognize those guidelines.

The requirement that the office adopt guidelines for the preparation and content of noise elements shall be inoperative during the 1993-94 fiscal year.

(*Amended by Stats. 1993, Ch. 60, Sec. 6. Effective June 30, 1993.*)



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**HEALTH AND SAFETY CODE - HSC**

**DIVISION 28. NOISE CONTROL ACT [46000 - 46080]** ( *Division 28 repealed (comm. with Section 39800) and added by Stats. 1975, Ch. 957.* )

**CHAPTER 8. Research and Public Information [46080- 46080.]** ( *Chapter 8 added by Stats. 1975, Ch. 957.* )

**46080.** In furtherance of his responsibilities under this division and to complement, as necessary, the noise research programs of federal agencies and of other state agencies, the director is authorized to:

(a) Conduct research, and finance research by contract with other public and private bodies, on the effects, measurement, and control of noise, including but not limited to:

(1) Investigation of the psychological and physiological effects of noise on humans and the effects of noise on domestic animals, wildlife, and property, and determination of acceptable levels of noise on the basis of such effects.

(2) Development of improved methods and standards for measurement and monitoring of noise.

(3) Determination of the most effective and practicable means of controlling noise generation, transmission, and reception.

(b) Coordinate with and become knowledgeable concerning the noise research programs of other governmental entities including the federal government.

(c) Disseminate to the public information on the effects of noise, acceptable noise levels, and techniques for noise measurement and control.

(*Added by Stats. 1975, Ch. 957.*)

## CHRONOLOGICAL CASE REPORT

Case No.: T18-0310

Case Name: Alkebsi v. Noori

Property Address: 3240 61<sup>st</sup> Ave., Oakland, CA

Parties: Nada Alkebsi (Tenant)  
Xavier Johnson (Attorney for Tenant)  
Azatullah Noori (Owner)  
Sam Tajik (On-site Manager)  
Negab Moghaddami (On-site Manager)

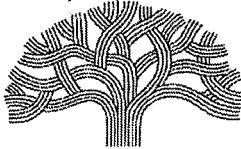
### OWNER APPEAL:

| <u>Activity</u>                 | <u>Date</u>        |
|---------------------------------|--------------------|
| Tenant Petition filed           | June 12, 2018      |
| No Owner Response filed         | -----              |
| Hearing Decision mailed         | February 6, 2019   |
| Owner Appeal filed              | March 27, 2019     |
| Amended Hearing Decision mailed | August 28, 2019    |
| Owner Appeal filed              | September 16, 2019 |

000043

T18-0310 KM/SK

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

|  |  |                                       |
|--|--|---------------------------------------|
| <br>CITY OF OAKLAND | <b>CITY OF OAKLAND</b><br><b>RENT ADJUSTMENT PROGRAM</b><br>P.O. Box 70243<br>Oakland, CA 94612-0243<br>(510) 238-3721 | 2018 JUN 12 PM 3:55<br>For date stamp |
|  | <b>TENANT PETITION</b>   |                                       |

**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<br>Nada Alkebsi                             | Rental Address (with zip code)<br>3240 61st Ave., #101<br>Oakland, CA 94605 | Telephone:<br>[REDACTED] |
|   |   | E-mail:                  |
| Your Representative's Name                            | Mailing Address (with zip code)   | Telephone:               |
|   |   | Email:                   |
| Property Owner(s) name(s)<br>Azatullah Noori          | Mailing Address (with zip code)<br>4315 Bidwell Dr.<br>Fremont, CA 94538    | Telephone:<br>[REDACTED] |
|   |   | Email:                   |
| Property Manager or Management Co.<br>(if applicable) | Mailing Address (with zip code)   | Telephone:               |
|   |   | Email:                   |

Number of units on the property: 10

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

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

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

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

|   |  |
|---|--|
|   | rent increase.   |
| X | (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)   |
| X | (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).  |
| X | (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: September 1, 2016 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: Never. If never provided, enter "Never."

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

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

| Date you received the notice (mo/day/year) | Date increase goes into effect (mo/day/year) | Monthly rent increase |        | Are you Contesting this Increase in this Petition?*                 | Did You Receive a Rent Program Notice With the Notice Of Increase?  |
|--|--|-----------------------|--------|---|---|
|  |  | From                  | To     |   |   |
| 5/14/2018                                  | 7/1/2018                                     | \$ 800                | \$ 950 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|  |  | \$                    | \$     | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$     | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$     | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$     | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$     | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

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

Have you ever filed a petition for this rental unit?

- Yes  
 No

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

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

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

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

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

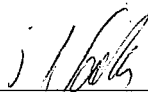
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

**IV. VERIFICATION:** The tenant must sign:

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

  
\_\_\_\_\_  
Tenant's Signature

6/12/2018  
\_\_\_\_\_  
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): \_\_\_\_\_

Tenant Petitioner: Nada Alkebsi

### Addendum A-Decrease in Services

| Description of Decreased Service                 | Approximate Date this Service was Lost | Date Tenant Notified Landlord and how | Date fixed, if any | Estimated Value to Loss of Service |
|--|--|---------------------------------------|--------------------|------------------------------------|
| 1. Heater not functional                         | September 2016                         | September 2016                        | N/A                | 20%                                |
| 2. Bathroom light needs professional installment | September 2016                         | September 2016                        | N/A                | 10%                                |
| 3. toilet chair broken                           | September 2016                         | September 2016                        | N/A                | 10%                                |



Tenant Petitioner  
Nada Alkebsi  
3240 61<sup>st</sup> Ave. #101  
Oakland, CA 94605

### **Addendum B - Changed Conditions**

1. Since move in on September 1, 2016 the tenant has had storage space, in March 2018 the landlord took out all of the tenant's belongings from the storage space and put them in the backyard.
2. Since move in on September 1, 2016 the tenant has had a parking spot, at the beginning of May 2018 the landlord occupied the parking and sent notice that there would no longer be parking for tenants in that location.

Corrected addendum  
for petition filed

June 12, 2018

For: Nada Alkebsi

By: Katy Guimond *KG*  
Centro Legal de La Raza

Tenant Petitioner  
Nada Alkebsi  
3240 61<sup>st</sup> Ave. #101  
Oakland, CA 94605

18-0310  
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2018 AUG 13 PM 1:38

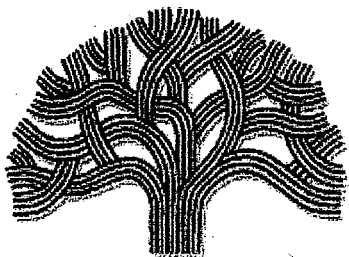
**Addendum B - Changed Conditions**

1. Since move-in on September 1, 2016 the tenant has had storage space. In March 2018 the landlord took out all of the tenant's belongings from the storage space and put them in the backyard.
2. Since move-in on September 1, 2016 the tenant has had a parking spot. At the beginning of May 2018, the landlord occupied the parking and sent notice that there would no longer be parking for tenants in that location.
3. Since move-in on September 1, 2016 the tenant has had two cats, and the former site managers were aware of the cats. The tenant received notice in March 2018 that her rent would be increased due to the presence of the cats.

000050



Update Results



CITY OF OAKLAND

Record Detail with Inspection Log

**Record ID: 1800929**

**Description: TENANT COMPLAINT - UNIT 101: Hole in the bathroom ceiling above the shower letting in insects. Heater doesn't work properly. No fire smoke detectors in the unit.**

**APN: 037A273400104**

**Address: 3240 61ST AVE, ##101**

**Unit #: #101**

**Date Opened: 3/19/2018**

**Record Status: Re-Activated**

**Record Status Date: 4/8/2019**

**Job Value: \$0.00**

**Requestor:**

**: NADDA ALKEBSI**

**Business Name:**

**License #:**

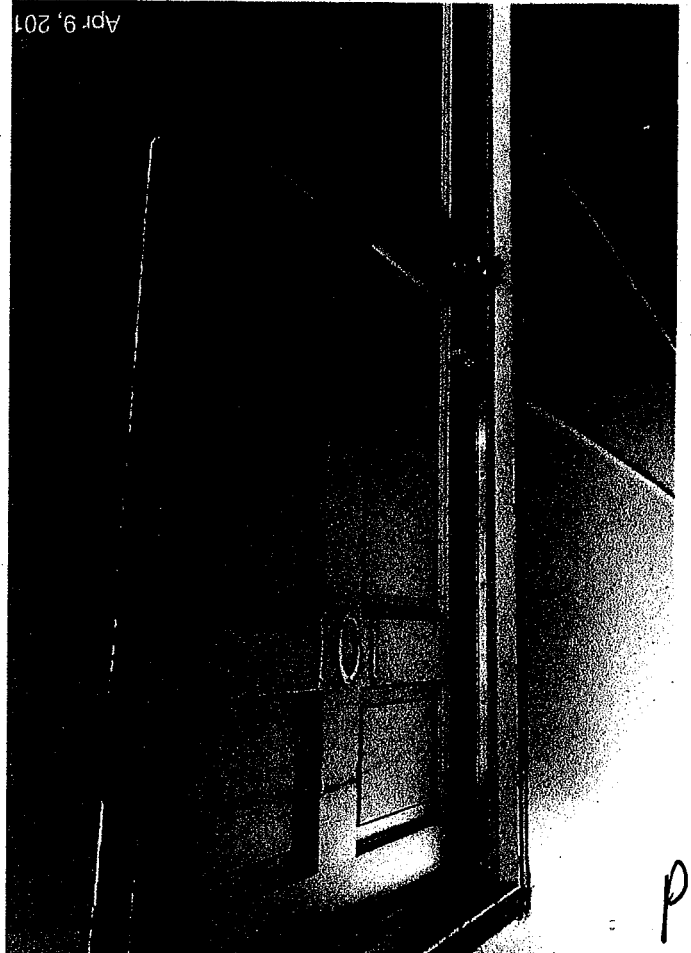
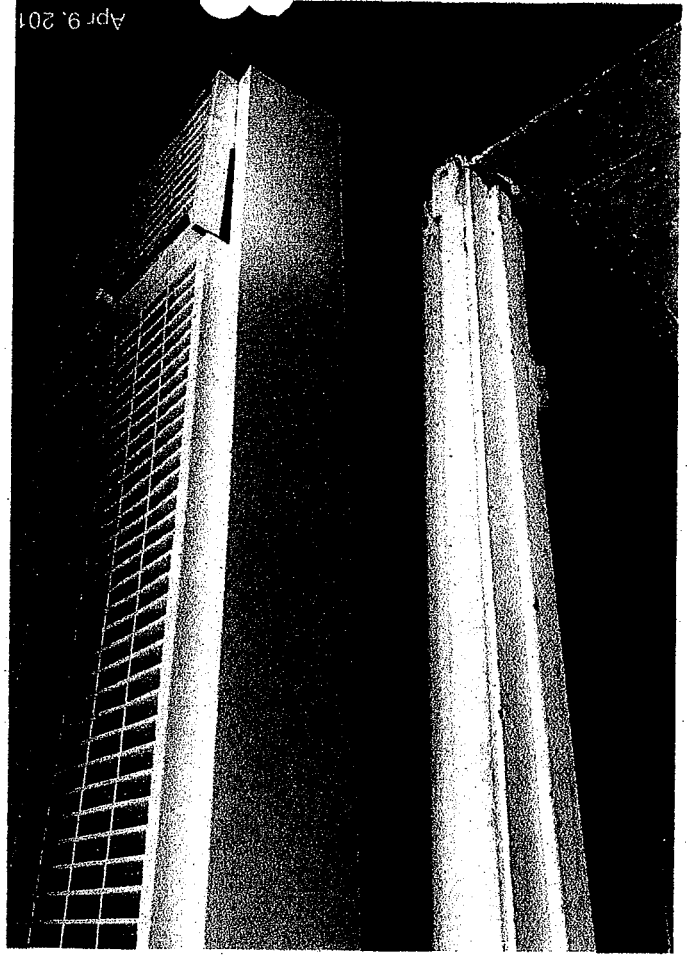
| Inspection Date | Inspector Name  | Inspection Type      | Status / Result    | Result Comments  |
|-----------------|-----------------|----------------------|--------------------|--|
| 3/23/2018       | James D Wimbish | 1st Inspection       | Violation Verified | Date: 3/23/2018 In the unit, gas wall furnace pilot extinguishes during use. PGE Service Report is pending. In the bathroom, shower stall door and walls covered with mold. In the closet, ceiling electric light fixture non-operational. In the bathroom, toilet seat is loose. In the unit, there are no working smoke detectors.   |
| 8/20/2018       | James D Wimbish | Follow-up Inspection | No Abated          | Date: 8/20/2018 Owner replaced smoke detector. All other violations still remain.  |
| 9/5/2018        | James D Wimbish | Follow-up Inspection | No Entry           | Date: 9/5/2018 No entry. Reschedule for Friday, 9/7/18 at 1:30 PM.   |
| 9/17/2018       | James D Wimbish | Follow-up Inspection | No Abated          | Date: 9/17/2018 All violations still exist.  |
| 10/9/2018       | James D Wimbish | Follow-up Inspection | Partially Abated   | Date: 10/9/2018 Inspector met contact at location. 1. No heater in apartment. 2. In apartment closet, light fixture is missing.  |
| 10/25/2018      | James D Wimbish | Follow-up Inspection | Abated             | Date: 10/25/2018 Violations abated.  |
| 4/9/2019        | James D Wimbish | Follow-up Inspection | No Abated          | Date: 4/9/2019 Inspector met contact at location. Contact invited Inspector into unit number 101. 1. Apartment lacks heat. Wall gas furnace does not produce heat, in living room. Repair or replace. 2. In living room, metal furnace cover is not securely fastened to wall gas furnace. Repair or replace. 3. In bathroom, unfinished cut hole in ceiling. Cut hole in ceiling lacks tape, texture, and paint. Repair or replace. |
|                 | James D Wimbish | Follow-up Inspection | Cancelled          |  |

For real-time, direct access to

Ex 1  
p1

information via the Internet, 24 hours a  
day - <https://aca.accela.com/oakland>

P2



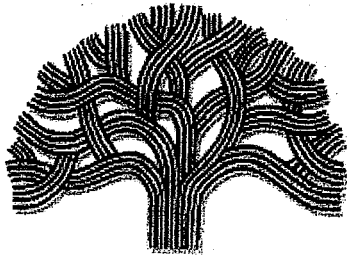
4/9/19 #1800929

524 @ 5000 W Avenue #101 000053

p3



## Update Results



CITY OF OAKLAND

## Record Detail with Comments

**Record ID: 1800929**

**Description: TENANT COMPLAINT - UNIT 101: Hole in the bathroom ceiling above the shower letting in insects. Heater doesn't work properly. No fire smoke detectors in the unit.**

APN: 037A273400104

Address: 3240 61ST AVE, ##101

Unit #: #101

Date Opened: 3/19/2018

Record Status: Re-Activated

Record Status Date: 4/8/2019

Job Value: \$0.00

Requestor:

: NADDA ALKEBSI

Business Name:

License #:

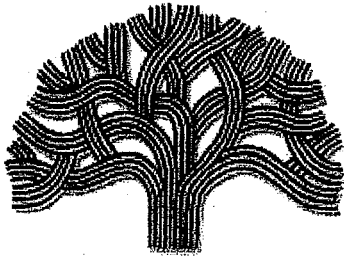
| Comment Date          | Commenter         | Comment  |
|-----------------------|-------------------|--|
| 3/23/2018 3:12:53 PM  | JWIMBISH          | 3/23/2018 In the unit, gas wall furnace pilot extinguishes during use. PGE Service Report is pending. In the bathroom, shower stall door and walls covered with mold. In the closet, ceiling electric light fixture non-operational. In the bathroom, toilet seat is loose. In the unit, there are no working smoke detectors. |
| 7/14/2018 3:03:58 PM  | JWIMBISH          | 7/16/18 Nov submitted for mail. Re-inspection date: 8/20/18.   |
| 7/20/2018 1:08:48 PM  | LWILLIAMS-MISCHAL | 7/16/2018 - Ownership verified through County Assessor, NOV mailed reg & cert with appeal form and brochure on 7/16/2018; cert #7018 0040 0000 3504 6895, Re-inspection Deadline: August 20, 2018  |
| 8/20/2018 3:54:40 PM  | JWIMBISH          | 8/20/2018 Owner replaced smoke detector. All other violations still remain.  |
| 8/21/2018 11:29:00 AM | JWIMBISH          | 8/20/18 Per 8/20/18 inspection, wall gas furnace is nonoperational. Unit does not have working heater.   |
| 8/21/2018 11:54:05 AM | JWIMBISH          | 8/21/18 Submitted billing request to administration management for signature.  |
| 8/21/2018 11:55:40 AM | JWIMBISH          | 8/21/18 Submitted re-inspection notice for mail. Re-inspection date: 9/5/18.   |
| 8/23/2018 8:57:17 AM  | LWILLIAMS-MISCHAL | 8/22/18 - Ownership verified through County Assessor, Re-Inspection Notice mailed reg & cert on 8/22/18, cert# 7016 3010 0000 0015 6668, Re-Inspection Deadline: September 5, 2018   |
| 9/21/2018 5:46:53 PM  | JWIMBISH          | 9/17/2018 All violations still exist.  |
| 9/22/2018 3:56:05 PM  | JWIMBISH          | 9/24/18 Submitted billing request for approval.  |
| 9/22/2018 3:58:33 PM  | JWIMBISH          | 9/24/18 Re-inspection notice submitted for mail. Re-inspection date: 10/9/18.  |
| 9/25/2018 4:36:45 PM  | LWILLIAMS-MISCHAL | 9/25/18 - Certified Mail sent on 7/16/18 returned As "Return To Sender/Vacant/Unable To Forward" cert #7018 0040 0000 3504 6895  |
| 9/28/2018 8:10:02 AM  | ALEIGHTON         | Ownership verified through County Assessor. Re-Inspection Notice mailed reg & cert on 9/24/18. Cert mailing #7018 0040 0000 3504 1883. Re-Inspection date: 10/9/18   |
| 10/2/2018 9:01:40 AM  | ALEIGHTON         | Certified mail dated 9/24/18 returned as "return to sender: no such number, unable to forward"   |
| 10/9/2018 5:20:02 PM  | JWIMBISH          | 10/9/2018 Inspector met contact at location. 1. No heater in apartment. 2. In apartment closet, light fixture is missing.  |
| 10/9/2018 5:48:34 PM  | JWIMBISH          | 10/10/18 Submitted billing request for approval.   |

p4

|                       |                   |  |
|-----------------------|-------------------|--|
| 10/9/2018 5:49:31 PM  | JWIMBISH          | 10/10/18 Submitted re-inspection notice for mail. Re-inspection date: 10/25/18.  |
| 10/9/2018 6:06:36 PM  | JWIMBISH          | 10/10/18 Submitted record nov for approval.  |
| 10/10/2018 8:23:15 AM | ALEIGHTON         | Current owner name and mailing address per Accela: NORRI, AZATULLAH & HAIFI, NASIMA 4315 BIDWELL DR FREMONT, CA 94538  |
| 10/10/2018 8:23:30 AM | ALEIGHTON         | Updated owner name and mailing address per County Assessor record: NOORI, AZATULLAH & HAIFI, NASIMA 2206 TOSCANA DR PITTSBURG, CA 94565 -- Mailing address effective date: 9/27/2018   |
| 10/10/2018 8:42:53 AM | ALEIGHTON         | Mailed Re-Inspection Notice to the UPDATED owner name and mailing address via cert and reg mail on 10/10/18. Cert mailing #7018 0040 0000 3504 0770. Deadline to comply: 10/25/18  |
| 10/12/2018 9:58:55 AM | ALEIGHTON         | Regular mail dated 9/24/18 returned as "Return to sender: no such number, unable to forward:"  |
| 10/15/2018 1:07:42 PM | TCAMPBELL         | RECORD NOV FOWARDED TO BILL Q FOR SIGNATURE.   |
| 10/16/2018 3:49:20 PM | LWILLIAMS-MISCHAL | 10/16/18 - Certified-mail returned as "Return To Sender/Unclaimed/Unable To Forward" cert# 7016 3010 0000 0015 6668  |
| 10/18/2018 9:29:12 AM | JWIMBISH          | 10/18/18 Per telephone conversation with owner, owner requested 10/31/18 inspection for heater repairs.  |
| 10/18/2018 9:32:50 AM | JWIMBISH          | 10/18/18 Owner NOORI AZATULLAH telephone number is 510 754 8497.   |
| 10/25/2018 4:21:41 PM | JWIMBISH          | 10/25/2018 Violations abated.  |
| 12/13/2018 6:43:39 AM | TCAMPBELL         | 10/23/2018: NOTICE OF BLDG/HSNG/ZNG RECORDED DOC #201805160  |
| 4/8/2019 10:46:58 AM  | JWIMBISH          | 4/8/19 Inspector met with contact in building services lobby. Contact stated she currently has no heat in her apartment unit. Inspection scheduled for tomorrow.   |
| 4/11/2019 10:01:30 AM | JWIMBISH          | 4/9/2019 Inspector met contact at location. Contact invited Inspector into unit number 101. 1. Apartment lacks heat. Wall gas furnace does not produce heat, in living room. Repair or replace. 2. In living room, metal furnace cover is not securely fastened to wall gas furnace. Repair or replace. 3. In bathroom, unfinished cut hole in ceiling. Cut hole in ceiling lacks tape, texture, and paint. Repair or replace. |

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PC



CITY OF OAKLAND

Inspection Result Comments

| RECORD ID      | INSPECTOR | INSPECTION DATE | INSPECTION TYPE      | RESULT COMMENTS  |
|----------------|-----------|-----------------|----------------------|--|
| <u>1800929</u> | James     | 9/17/2018       | Follow-up Inspection | Date: 9/17/2018 All violations still exist.  |
| <u>1800929</u> | James     | 10/9/2018       | Follow-up Inspection | Date: 10/9/2018 Inspector met contact at location. 1. No heater in apartment. 2. In apartment closet, light fixture is missing.  |
| <u>1800929</u> | James     | 9/5/2018        | Follow-up Inspection | Date: 9/5/2018 No entry. Reschedule for Friday, 9/7/18 at 1:30 PM.   |
| <u>1800929</u> | James     | 10/25/2018      | Follow-up Inspection | Date: 10/25/2018 Violations abated.  |
| <u>1800929</u> | James     |                 | Follow-up Inspection |  |
| <u>1800929</u> | James     | 3/23/2018       | 1st Inspection       | Date: 3/23/2018 In the unit, gas wall furnace pilot extinguishes during use. PGE Service Report is pending. In the bathroom, shower stall door and walls covered with mold. In the closet, ceiling electric light fixture non-operational. In the bathroom, toilet seat is loose. In the unit, there are no working smoke detectors. |
| <u>1800929</u> | James     | 8/20/2018       | Follow-up Inspection | Date: 8/20/2018 Owner replaced smoke detector. All other violations still remain.  |





RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

CITY OF OAKLAND  
2019 JUN 13 AM 10:21

Case #  
T18-0310

Alkebsi v. Noori

KM/BC  
Nimanel

**250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031**  
Planning and Building Department (510) 238-6402  
Bureau of Building FAX: (510) 238-2959  
Building Permits, Inspections and Code Enforcement Services TDD: (510) 238-3254  
[inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

## NOTICE OF VIOLATION

July 16, 2018

*Certified and Regular mail*

To: NOORI AZATULLAH & HAIFI NASIMA  
4315 BIDWELL DR  
FREMONT, CA 94538

Code Enforcement Case No.: 1800929  
Property: 3240 61ST AVE  
Parcel Number: 037-A-2734-001-04  
Re-inspection Date/Correction Due Date: August 20, 2018

Code Enforcement Services inspected your property on May 23, 2018 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector JAMES WIMBISH, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6108 and by email at [jwimbish@oaklandnet.com](mailto:jwimbish@oaklandnet.com).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.**

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

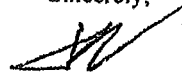
**You have a right to appeal** this **Violation**. You must complete the enclosed form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **August 20, 2018** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

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

| Investor-Owned Residential Property<br>OMC 8.58   | Foreclosed and Defaulted<br>OMC 8.54   |
|---|--|
| <p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p><b>Nuisance Abatement Lien (Notice of Violation)</b><br/>A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p><b>(Priority Lien) (OMC 8.58.430)</b><br/>A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p> | <p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p><b>(Priority Lien) (OMC 8.54.430)</b><br/>A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p> |

Sincerely,



**JAMES WIMBISH**  
Specialty Combination Inspector  
Planning and Building Department

Enclosures as applicable:

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

cc:

| Administrative Hearing Fees  |   |
|--|---|
| Filing Fee   | \$ 110.00   |
| Conduct Appeals Hearing  | Actual Cost Appeal (Fee charged only if Appellant loses appeal) |
| Processing Fee   | \$ 931.00   |
| Reschedule Hearing   | \$ 329.00   |
| <i>Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee</i> |   |

**Property Maintenance (Blight) - (Checklist of Violations attached)**

| Description of Violation   | Required Action                 | OMC Section               |
|--|---------------------------------|---------------------------|
| Mold/Mildew. Mold covers bathroom wall and bathroom ceiling.<br>Location: Bathroom walls and shower. | Remove mold in approved manner. | 8.03.080 (G)<br>15.08.050 |
|  |                                 |                           |
|  |                                 |                           |
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**Building Maintenance (Housing)**

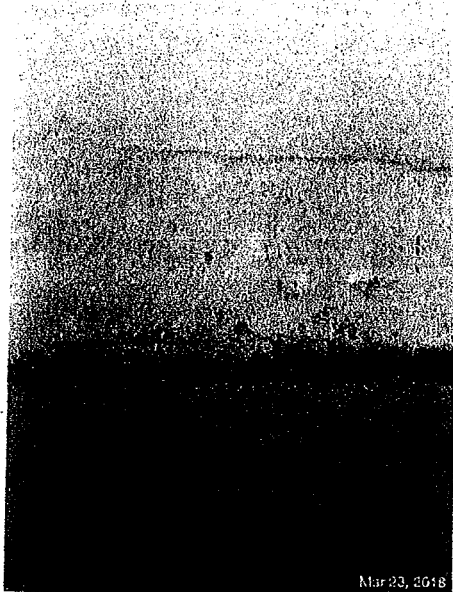
| Description of Violation  | Required Action                        | OMC Section   |
|---|--|---------------|
| Smoke detectors and carbon monoxide detector are missing or not operational.<br>Location: Room for sleeping.  | Repair or replaced in approved manner. | 15.08.320     |
| Heating System. All habitable space shall be provided with heating facilities capable of maintaining a room temperature of 68° F at a point 3 feet above the floor. Lack of heat.<br>Location: Room for sleeping. | Repair or replace heating system.      | 15.08.260 A   |
| Loose toilet. All plumbing fixtures shall be approved and connected to an approved sanitary sewer.<br>Location: Bathroom.   | Repair and replace in approved manner. | 15.08.230 (D) |
| Electric light fixture does not work.<br>Location: Closet.  | Repair and replace in approved manner. | 15.08.050     |
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**Zoning**

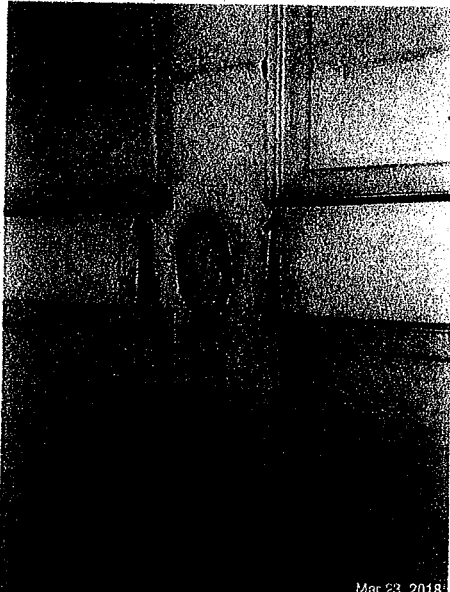
| Description of Violation | Required Action | OMC Section |
|--------------------------|-----------------|-------------|
|                          |                 |             |
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3240 - 61<sup>ST</sup> ...me #1800929

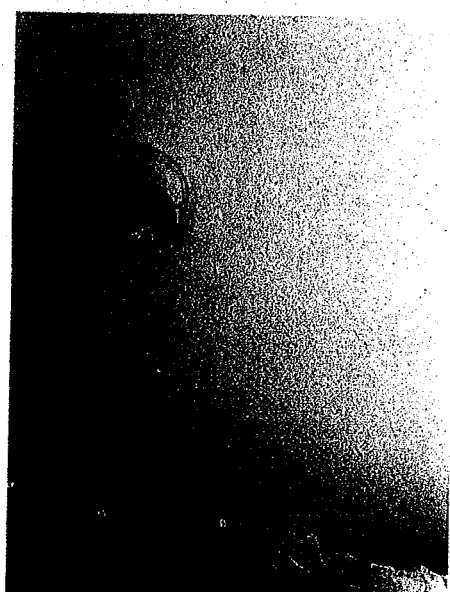
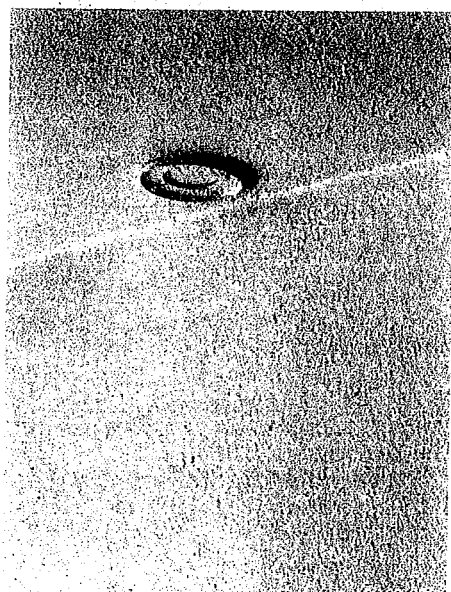
5/23/18



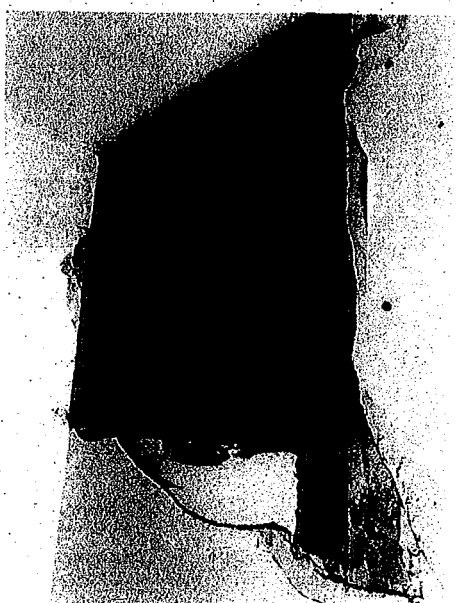
Mar 23, 2018



Mar 23, 2018

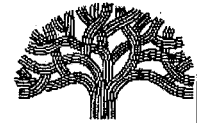


Mar 23



Mar 23, 2018

000060 P10



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** T18-0310, Alkebsi v. Noori  
**PROPERTY ADDRESS:** 3240 - 61<sup>st</sup> Ave., #101, Oakland, CA  
**DATE OF HEARING:** January 9, 2019  
**DATE OF DECISION:** January 30, 2019  
**APPEARANCES:** Nada Alkebsi (Tenant)  
(No Appearance by Owner)

## **SUMMARY OF DECISION**

The tenant's petition is granted.

## **CONTENTIONS OF THE PARTIES**

The tenant filed a petition on June 12, 2018, which alleges that a proposed rent increase from \$800 to \$950 per month, effective July 1, 2018, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that she received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase; that she has never received the form Notice to Tenants (RAP Notice); that the rent increase notice was calculated incorrectly; that at present, there exists a health, safety, fire, or building code violation in her unit; that the contested rent increase notice was not served in accordance with State law; and that her housing services have been decreased, as follows: the heater is not functional; that the bathroom light is improperly installed; and the toilet chair is broken.

The owner did not file a response to the petition, nor did the owner appear at the Hearing.

## **THE ISSUES**

(1) When, if ever, did the tenant receive the RAP Notice?

000061

- (2) Is a rent increase justified and, if so in what amount?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

### EVIDENCE

RAP Notice: At the Hearing, the tenant testified that she has never received the RAP Notice.

Rent History: The tenant testified that she has continued to pay rent of \$800 per month, and that she will continue to do so until she receives a Hearing Decision.

Decreased Housing Services: The tenant testified as follows:

Heater: There is one wall heater in her unit. From the time she moved into the unit on September 1, 2016, the heater pilot light has often turned off after the heater has been on for several hours. At that time, she reported this problem to the property manager, who said there was nothing wrong with the heater. This has been an intermittent problem. The tenant then had the heater inspected by a PG&E inspector, who told her to contact the owner. She did this. Last year, the owner sent "Mario" to inspect the heater. Mario told the tenant that a part of the heater needed to be replaced. The owner has done nothing to repair the heater. The tenant testified that the heater often goes out at night, causing the tenant and her children to be cold.

Bathroom Light: There is a small room next to the bathroom that the tenant uses for storage. The ceiling light in this room was not working when the tenant moved in. She reported this problem to the property manager at that time, but it was not repaired until November 2018.

Toilet Seat: The seat was unstable when the tenant moved in, and she reported this to the property manager at that time. The seat was replaced in October 2018.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: An owner must serve a RAP Notice at the start of a tenancy<sup>1</sup> and together with any notice of rent increase or change in any term of the tenancy.<sup>2</sup> An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives a RAP notice.<sup>3</sup> It is found that the tenant has never received the RAP Notice.

Contested Rent Increase: The Rent Adjustment Ordinance states: "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . ." <sup>4</sup> The owner did not file a response contesting the tenant's petition. Therefore, there is no evidence that the challenged rent increase is justified. Before considering the tenant's claims of decreased housing services, the rent remains \$800 per month.

<sup>1</sup> O.M.C. Section 8.22.060(A)

<sup>2</sup> O.M.C. Section 8.22.070(H)(1)(A)

<sup>3</sup> O.M.C. Section 8.22.060(C)

<sup>4</sup> O.M.C. Section 8.22.070(C)

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>5</sup> and may be corrected by a rent adjustment.<sup>6</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days after of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice. The tenant has never received the RAP Notice. Therefore, she can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.<sup>7</sup>

Heater: Heat is a basic housing service. The lack of reliable heat has reduced the package of housing services by an average of 10% per month since the owner's agent was notified in September 2016. Because of the current decrease in housing services, the rent is reduced by 10%, being \$80 per month, to \$720 per month. This rent decrease will remain in effect until the heater is repaired and fully functional, as specified in the Order below. Further, because of the defective heater, the tenant has overpaid rent, as set forth on the Table below.

Bathroom Light: This condition reduced the package of housing services by 2% per month from September 2016 through November 2018. Therefore, the tenant overpaid rent, as set forth on the Table below.

Toilet Seat: This condition reduced the package of housing services by 2% per month from September 2016 through October 2018. Therefore, the tenant overpaid rent, as set forth on the following Table.

**VALUE OF LOST SERVICES**

| Service Lost               | From     | To        | Rent  | % Rent Decrease | Decrease /month | No. Months | Overpaid        |
|----------------------------|----------|-----------|-------|-----------------|-----------------|------------|-----------------|
| Heat                       | 1-Sep-16 | 31-Jan-19 | \$800 | 10%             | \$80.00         | 29         | \$2,320.00      |
| Light                      | 1-Sep-16 | 30-Nov-18 | \$800 | 2%              | \$16.00         | 27         | \$ 432.00       |
| Toilet Seat                | 1-Sep-16 | 31-Oct-18 | \$800 | 2%              | \$16.00         | 26         | \$ 416.00       |
| <b>TOTAL LOST SERVICES</b> |          |           |       |                 |                 |            | <b>3,168.00</b> |

**RESTITUTION**

|                                     |                    |
|-------------------------------------|--------------------|
| MONTHLY RENT                        | \$800              |
| <b>TOTAL TO BE REPAID TO TENANT</b> | <b>\$ 3,168.00</b> |
| TOTAL AS PERCENT OF MONTHLY RENT    | 396%               |
| AMORTIZED OVER 12 MO. BY REG. IS    | <b>\$ 264.00</b>   |

<sup>5</sup> O.M.C. Section 8.22.070(F)

<sup>6</sup> O.M.C. Section 8.22.110(E)

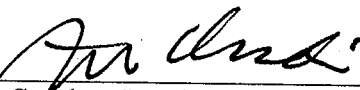
<sup>7</sup> Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Conclusion: Because of the ongoing problem with the heater, the present rent is \$720 per month. This rent decrease will remain in effect until the heater is repaired and fully functional. Further, as set forth on the Table above, due to past decreased housing services, the tenant overpaid rent in the amount of \$3,168. The overpayment is ordered repaid over a period of 12 months.<sup>8</sup> The rent is temporarily reduced by \$264 per month, to \$456 per month, beginning with the rent payment in February 2019 and ending with the rent payment in January 2020.

**ORDER**

1. Petition T18-0310 is granted.
2. The Base Rent is \$800 per month.
3. Because of an ongoing decrease in housing services, the current rent, before reduction due to rent overpayments, is \$720 per month.
4. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$3,168. This overpayment is adjusted by a rent reduction for 12 months.
5. The rent is temporarily reduced by \$264 per month. The current rent is \$456 per month, beginning with the rent payment in February 2019 and ending with the rent payment in January 2020.
6. In February 2020, if the heater has not been repaired, the rent will increase to \$720 per month.
7. When the heater is repaired and fully functional, the owner may increase the rent by \$80 per month, after giving proper notice in accordance with Civil Code Section 827.
8. The owner may otherwise be eligible for a rent increase, with an effective date not less than 6 months after the tenant has received a RAP Notice.
9. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 30, 2019



Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

<sup>8</sup> Regulations, Section 8.22.110(F)



**PROOF OF SERVICE**  
**Case Number T18-0310**

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

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

**Documents Included**

Hearing Decision

**Owner**

Azatullah Noori  
4315 Bidwell Drive  
Fremont, CA 94538

**Tenant**

Nada Alkebsi  
3240 61st Avenue #101  
Oakland, CA 94605

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.

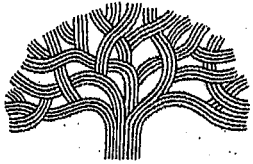
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 06, 2019** in Oakland, CA.



Esther K. Rush

Oakland Rent Adjustment Program

**000065**



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

2019 MAR 27 PM 4:01

APPEAL

|   |  |   |        |
|---|--|---|--------|
| Appellant's Name<br><b>Azatullah Noori</b>  |  | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant |        |
| Property Address (Include Unit Number)<br><b>3240 61st Ave, #101 Oakland, CA 94605</b>                  |  |   |        |
| Appellant's Mailing Address (For receipt of notices)<br><b>2206 Toscana Dr.<br/>Pittsburg, CA 94565</b> |  | Case Number<br><b>T18-0310 Alkeb</b>                                      | U.N.C. |
|   |  | Date of Decision appealed<br><b>Feb. 6, 2019</b>                          |        |
| Name of Representative (if any)<br><b>N/A</b>   | Representative's Mailing Address (For notices)<br><b>N/A</b> |   |        |

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.)

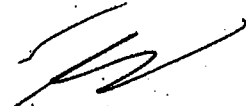
*The decision was sent to the wrong address.*

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 2

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

I declare under penalty of perjury under the laws of the State of California that on 3/28, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

|                        |                       |
|------------------------|-----------------------|
| <u>Name</u>            | Nada Alkebsi (Tenant) |
| <u>Address</u>         | 3240 61st Ave # 101   |
| <u>City, State Zip</u> | Oakland, CA 94605     |
| <u>Name</u>            |                       |
| <u>Address</u>         |                       |
| <u>City, State Zip</u> |                       |

|   |           |
|---|-----------|
|  | 3/27/2019 |
| SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE                                 | DATE      |

For more information phone (510) 238-3721.

## IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

Azatullah Noori

APPLICANT'S NAME

2019 MAR 27 PM 3:25

Phone :

Email:

**Date: March 27, 2019**

**Case Number: T18-0310 Alkebsi V Noori**

Dear Sir / Madam,

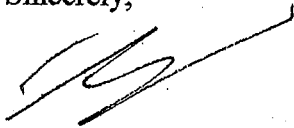
I, Azatullah Noori, am a landlord and my property located at

3240 61<sup>st</sup> Ave  
Oakland, CA 94605

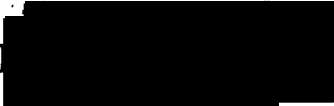
On February 6, 2019 there was a decision against me, and the decision was sent to the wrong address. When I received the decision by the tenant, the deadline for appeal had passed. Now I am asking for fairness to extend my deadline and give a chance for appeal.

Please see the attached Assessor Office for my correct address.

Sincerely,



Azatullah Noori, Landlord  
**Azatullah Noori**



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OFFICE OF ASSESSOR  
COUNTY OF ALAMEDA

1221 Oak St., County Administration Building  
Oakland, California 94612-4288  
(510) 272-3800 / FAX (510) 208-4905

RON THOMSEN  
ASSESSOR

RECEIVED  
ASSEESSEE SERVICES  
SEP 25 2018  
ALAMEDA COUNTY  
ASSESSOR'S OFFICE

Mailing Address Change Request

If this request is from a legal entity (i.e. corporation, partnership, LLC, etc.) please do not use this form. Submit your request on stationery with the company letterhead along with the information listed below and signed by a corporate officer.

Should you have any questions please call our Assessment Roll section at (510) 272-3800

Assessor's Parcel Number (APN) 37A-2734-1-4  
Address of Property 3240 61st Ave, Oakland, CA 94605  
Property Owner's Name Azatullah Noori  
street city zip

MAILING ADDRESS

Name Azatullah Noori

In Care Of \_\_\_\_\_

Address and Street [REDACTED]

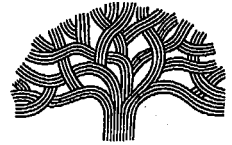
City and State [REDACTED] unit no. \_\_\_\_\_

Printed Name Azatullah Noori Daytime Phone [REDACTED]

Signature of Owner [Signature] Date 9/25/2018

Please mail the completed form to: Assessor's Office  
Attn: Assessment Roll  
1221 Oak Street, Room 245  
Oakland, CA 94612

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**AMENDED HEARING DECISION**

**CASE NUMBER:** T18-0310, Alkebsi v. Noori  
**PROPERTY ADDRESS:** 3240 61<sup>st</sup> Avenue, #101, Oakland, CA  
**DATE OF HEARING:** June 27, 2019  
**DATE OF DECISION:** August 27, 2019  
**APPEARANCES:** Nada Alkebsi, Tenant  
Xavier Johnson, Attorney for Tenant  
Azatullah Noori, Owner  
Sam Tajik, On-site Manager  
Negab Moghaddami, On-site Manager

**SUMMARY OF DECISION**

The tenant's petition is granted in part.

**CONTENTIONS OF THE PARTIES**

The tenant filed a petition on June 12, 2018, which alleges that a proposed rent increase from \$800 to \$950 per month, effective July 1, 2018, is deficient for the following reasons: the rent increase notice was calculated incorrectly; the increase exceeds the CPI Adjustment and is unjustified or is greater than 10%; that she received a rent increase notice before the property owner received approval from the Rent Adjustment Program (RAP) for such an increase; that she has never received the form Notice of the Rent Adjustment Program (*RAP Notice*); that the contested rent increase notice was not served in accordance with State law; and that at present there exists a health, safety, fire, or building code violation in her unit. The tenant also alleged that her housing services have been decreased and that the conditions have changed since she moved in. The tenant's claims of decreased housing services and changed conditions include that the heater is not functional; that the bathroom light is improperly installed; that the toilet is broken; that the storage space she previously used has been taken away; that her parking spot was taken away; and that she is being told that her rent will increase because she has cats.

The owner never filed a response to the Tenant Petition.

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## PROCEDURAL HISTORY

Official Notice is taken of the file in this case. The tenant filed her petition on June 12, 2018, and listed the owner as Azatullah Noori, whose address was 4315 Bidwell Drive, Fremont, CA 94538. There are two proofs of service in the file showing that on August 17, 2018, the owner was sent the a Landlord Notification of Tenant Petition (which by practice includes a copy of the Tenant Petition and lists of decreased services); a blank Landlord Response Form; and a copy of the Notice of Hearing setting the Hearing for November 26, 2018. Another proof of service in the file shows that an Amended Notice of Hearing was sent to all parties on October 1, 2018, resetting the Hearing to January 9, 2019. The Amended Notice of Hearing was sent to Mr. Noori at his address in Fremont.

On January 9, 2019, a Hearing was held in this case. Only the tenant was present at the Hearing. On February 6, 2019, a Hearing Decision was issued setting the tenant's rent to her initial move in rent, granting the tenant an ongoing rent decrease for conditions and providing the tenant restitution for past conditions. The Hearing Decision only addressed the tenant's claims regarding the broken heater, the broken light and the toilet seat and did not address the tenant's claims regarding the loss of storage, the loss of the parking space, and the purported rent increase related to the cats. A proof of service in the file shows that the Hearing Decision was sent to the tenant at her address and to the owner at his address in Fremont.

On March 27, 2019, the owner filed an Appeal in which he stated that he had moved to Pittsburg, CA. He submitted a *Mailing Address Change Request* that he had sent to the Alameda County Assessor's office in September of 2018, showing that his address had changed.

On April 3, 2019, an Order Following Appeal was issued which said in pertinent part:

"A Hearing in this case was held on January 9, 2019. The owner did not appear, and on January 30, 2019, a Hearing Decision was issued, which granted the tenant's petition. The owner filed an Appeal in which he stated that mailings from the Rent Adjustment Program were sent to the wrong address, and he only learned that there had been a Hearing when the tenant gave him the Hearing Decision."

"A party has the right to be notified of a tenant's petition and to file a response to the petition and appear at the Hearing. Therefore, the Hearing Decision is set aside. The parties will be notified of the new Hearing date."

On April 3, 2019, the owner was also sent a new Landlord Notification letter (which by practice includes a copy of the Tenant Petition and the lists of decreased services), and a blank Landlord Response Form. Both parties were sent the Notice of Settlement Conference and Hearing, setting the Hearing in this case for June 11, 2019. All of the



mailings sent on April 3, 2019, were mailed to the owner at his address in Pittsburg, CA, and not to the Fremont, CA, address.

The Landlord Notification letter states in pertinent part:

**“YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE FILED ON THE PROPER FORM AND MUST BE RECEIVED AT THE CITY OF OAKLAND’S RENT ADJUSTMENT PROGRAM OFFICE ON OR BEFORE THE DUE DATE.”**

(Emphasis in the original.)

No owner response was ever filed.

### THE ISSUES

1. How does the prior Hearing Decision impact this case?
2. Did the owner establish good cause for the failure to file a timely response to the *Tenant Petition*? If not, what are the consequences?
3. After the Hearing began, was the owner entitled to a continuance to procure an attorney to represent him?
4. Can the tenant submit documents that were not filed with the produced in the first Hearing?
5. When, if ever, was the tenant served with the *RAP Notice*?
6. What is the base rent, before consideration of the claims of decreased services?
7. Have the tenant’s housing services decreased, and if yes, in what amount?
8. What, if any, restitution is owed and how does it affect the rent?

### EVIDENCE

#### Owner Response:

The owner testified that he moved from Fremont, CA, to Pittsburg, CA, in approximately in May or June of 2018.<sup>1</sup> He never received the original letters from the RAP which were sent to his home in Fremont that were sent in June of 2018. He learned about the case when he was shown the original Hearing Decision by the tenant.

He further testified that while he sent a change of address form to the post office when he moved, that since he had lived in Fremont with his brother, the mail that he was forwarded and the mail his brother was forwarded sometimes were mixed up.

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<sup>1</sup> The owner’s testimony about when he moved was very vague and he kept saying he was not exactly sure when he moved from Fremont to Pittsburg. At first he testified that he moved in December 2018 or January 2019; then he said he has been living in Pittsburg for over a year. He then testified that he moved maybe in September (of 2018) and later said he moved in August of 2018. He later said that he may have moved in May or June of 2018.

The owner further testified that he received documentation from the RAP regarding the tenant petition at his Pittsburg address in April of 2019.<sup>2</sup> He did not have an explanation as to why he did not file a response to the Tenant Petition.

After the Hearing had been ongoing for almost two hours, the owner asked for a continuance in order to get an attorney. His request was denied (see below).<sup>3</sup>

Property History: The owner testified that he has owned the subject property for about 10 years.

Documents: The tenant produced documents 14 days before this Hearing that were not produced prior to the first Hearing. The new documents included a *Notice of Violation* along with *Record Details with Inspection Logs* and photographs from the City of Oakland related to the property. The tenant testified that these documents were not available prior to the first Hearing and that she recently received them.

Tenant Testimony: The tenant testified that she moved into the subject building in February of 2016, originally into unit 104 at an initial rent of \$800. She moved into unit 101 in September of 2016, at the same initial rent of \$800 for the unit and \$50 for parking, for a total rent of \$850 a month. She was not given the RAP Notice when she moved in or at any time. The tenant produced the first page of a *Residential Lease or Month-to-Month Rental Agreement* dated August 30, 2016, for her move to unit 101.<sup>4</sup>

In April of 2018, the tenant was given a new *Residential Lease or Month-to Month Rental Agreement* purporting to increase the rent to \$950 a month, effective March 31, 2018.<sup>5</sup> She never signed this agreement.

After the owner attempted to increase the rent, the tenant wrote him a letter objecting to the rent increase on May 2, 2018.<sup>6</sup> The owner wrote back by email and told her that he was raising the rent because of the presence of cats and the additional people living in the unit.<sup>7</sup>

The tenant paid rent as follows: She has been paying rent of \$800 a month since June of 2018. Prior to that she was paying \$850 a month because of the parking fee. When the owner informed her that she could no longer park on the premises (see below) she stopped paying the monthly fee for parking. The owner agreed that he has been receiving \$800 a month from the tenant since June of 2018.

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<sup>2</sup> The owner showed the Hearing Officer parts of his file regarding the tenant's claim and it contained the letter dated April 3, 2018, (the landlord notification letter), the Tenant Petition, and the tenant's list of decreased services (Addendum A) and her two lists of Changed Conditions (Addendum B).

<sup>3</sup> The owner consistently expressed his concern that he was not getting a fair Hearing because he was not allowed to testify. (See discussion below regarding the owner's right to testify.)

<sup>4</sup> Exhibit 3, page 1. All Exhibits referred to in this Hearing Decision were admitted into evidence without objection.

<sup>5</sup> Exhibit 3, page 2. Only the first page of the lease was provided.

<sup>6</sup> Exhibit 4

<sup>7</sup> Exhibit 5

Decreased Housing Services:

Heat: The tenant testified that since she moved into unit 101, the heat has not been working properly. While the heater would turn on, it would go off by itself when it was still cold. She complained to the site manager, Suzanne, soon after she moved in. Suzanne informed her to call PG&E, but PG&E was not able to repair the furnace. The owner did not respond to the tenant's continued complaints.

When the owner did not respond to the complaints, the tenant contacted the City of Oakland's Building Permits, Inspections and Code Enforcement Services and an inspection was performed. The City's Record Detail with Inspection Log regarding this property shows that the initial inspection was on March 23, 2018, and the inspector found that the "gas wall furnace pilot extinguishes during use."<sup>8</sup> A *Notice of Violation* was issued on July 16, 2018, documenting the lack of heat in the unit. The owner was instructed to "repair or replace heating system."<sup>9</sup> Additionally, inspections in August and September of 2018 showed that the problem was not abated. An October 25, 2018, inspection shows that the "violations abated."

The inspector returned to the unit in April of 2019. The inspector wrote: "Apartment lacks heat. Wall gas furnace does not produce heat in living room. Repair or replace.... In living room, metal furnace cover is not securely fastened to wall gas furnace."<sup>10</sup>

The tenant testified that every time the owner attempted to repair the heater, the repair never resolved the issue. About two weeks before the Hearing the owner attempted to repair the heater again. After the repair person left, the tenant turned on the heat and it again did not work properly. She contacted the site manager who said they would arrange to have someone come back to make further repairs.

On cross-examination the tenant denied that the heater is working. She acknowledged that at the time of the last repair, the heater was working for a short time when the repair person was present. But a few hours after the repair person left, the heater stopped working again. She denied taking any action to harm the heater.

Light fixture: The tenant testified when she moved into the unit there was a closet that she had to walk through to get to the bathroom and the light was not working. The *Record Detail with Inspection Log* states "In the closet, ceiling electric light fixture non-operational."<sup>11</sup> This broken light is also listed on the *Notice of Violation* with a required action to "repair and replace in approved manner." The tenant testified that the light fixture was repaired in November of 2018.

Toilet: The tenant testified that the toilet was loose and broken from when she moved into the unit. She complained to the site manager. No action was taken until the *Notice of Violation* was issued which states: "Loose toilet. All plumbing fixtures shall be

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<sup>8</sup> Exhibit 1, page 1

<sup>9</sup> Exhibit 1, page 9.

<sup>10</sup> Exhibit 1, page

<sup>11</sup> Exhibit 1, page 1

approved and connected to an approved sanitary sewer.”<sup>12</sup> This was repaired in October of 2018.

Storage Space: The tenant testified that when she moved in she and other tenants were given access to storage space in a closet and in the garage. She would keep a stroller, a vacuum, a suitcase and children’s toys in the closet. In the garage she would also keep unused kitchen supplies, other suitcases, a generator and other things. In March of 2018, she was told she could no longer use the storage space. She had to give away some of her things because she had nowhere to put them. She tried to find out the cost of renting a storage unit off site and was told it was \$150 a month.

On cross-examination the tenant testified that she knew that the reason that the tenants were told to remove their things from the storage closet and garage is because there were rats on the premises and the owner was instructed to have the garage and storage closet emptied so the areas could be treated with chemicals.

Parking spot: The tenant testified that when she moved into unit 101 she had a parking spot in the front of the building for an additional \$50 a month (for a total rent payment of \$850 a month.) She was allowed to park there until early May of 2018. At that point she was notified that she was no longer allowed to park on the premises because the owner was told that people could not park in that area because they were blocking the sidewalk. She was told this by the on-site manager. She now parks on the street, and she can usually find parking in the same block as her home.

Cats and rent increase: The tenant testified that when she moved into unit 101 she had two cats. The manager at the time knew about the tenant’s cats and allowed her to move in with the cats. The tenant did not believe that the original lease agreement prohibited her from having cats because the manager knew about her cats.

In response to the email and complaints from the owner, the tenant provided the owner a copy of a letter from her son’s doctor. The letter states that because the tenant’s son has autism, he would benefit from keeping his cats, which provide an emotional bond and support.<sup>13</sup>

The original rent agreement was produced at the Hearing. Section #13 states: “Except as otherwise provided no animal or pet shall be kept without the landlord’s prior written consent except as agreed to in the attached pet addendum.” The tenant did not have a pet addendum.

On cross-examination the tenant testified that she did not put any information on the contract about the cats because she did not read the whole contract and did not know the lease prohibited cats since the manager knew she had cats.

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<sup>12</sup> Exhibit 1, page 9

<sup>13</sup> Exhibit 2

## **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **How does the prior Hearing Decision impact this case?**

The prior Hearing Officer vacated the original Hearing Decision when he issued the *Order Following Appeal* which stated that “the Hearing Decision is set aside.” Because the prior decision was set aside, the Hearing was held again. This Hearing Decision is based entirely on the testimony given at the instant Hearing held on June 27, 2019, and not on the testimony from the prior Hearing. Additionally, since the prior Decision was set aside, the Hearing Officer in this case can reach different conclusions than the Hearing Officer who heard the first case and can cover claims made by the tenant that were left out of the initial Hearing Decision.<sup>14</sup> The case is considered *de novo*.

### **Was there good cause for the failure of the owner to file a response to the tenant petition? If not, what are the consequences?**

The Rent Adjustment Ordinance requires an owner to file a response to a tenant petition within 35 days after service of a notice by the Rent Adjustment Program (RAP) that a tenant petition was filed.<sup>15</sup> “If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . .”<sup>16</sup> The file in this case shows that the *Tenant Petition* and accompanying documents were served on the owner at his address in Pittsburg, CA, on April 3, 2019.

The owner acknowledged receiving the *Tenant Petition* and the Hearing Officer was shown his file which contained the landlord notification letter, the petition, and the tenant’s lists of decreased services and changed conditions. The owner had no explanation for why he did not respond to the petition. Therefore, the owner’s participation at the Hearing was limited to cross-examination and providing a summation.<sup>17</sup>

### **After the Hearing began, was the owner entitled to a continuance to procure an attorney to represent him?**

The owner made an oral request for a continuance of the Hearing after the Hearing had been ongoing for almost two hours. This request was denied. Continuances of Rent Adjustment Proceedings can only be made for good cause.<sup>18</sup>

“Good cause” includes but is not limited to: a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party; b. Verified travel plans scheduled before the receipt of notice of hearing; c.

<sup>14</sup> It is not known why the prior Hearing Officer did not reach the tenant’s claims of changed conditions, but these claims were properly pled when the case was filed and can be considered here.

<sup>15</sup> O.M.C. § 8.22.090(B)

<sup>16</sup> O.M.C. § 8.22.070(C)(2)

<sup>17</sup> Board Decision in *Santiago v. Vega, HRRRB, T02-0404*.

<sup>18</sup> Regulations § 8.22.110(A)

Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".<sup>19</sup>

The owner did not have good cause for a continuance, so his request was denied.<sup>20</sup>

### **Can the tenant submit documents that were not produced in the first Hearing?**

Since the prior Hearing Decision was vacated and the instant Hearing was a de novo review of the tenant's claims, the tenant was entitled to follow the order in the *Notice of Hearing* which gave her 14 days before the Hearing to file her evidence with the RAP. Since she filed timely, these documents were admissible, even though they were not produced prior to the first Hearing. Additionally, since the tenant did not have access to the *Notice of Violation* until after the first hearing, she had good cause for filing them after that Hearing. For both these reasons, the tenant's new documents were admissible.

### **When, if ever, was the tenant served with the *RAP Notice*?**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>21</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>22</sup> 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.<sup>23</sup>

The owner has the burden of proof to establish that *RAP Notices* have been served.

The tenant credibly testified that she never received the *RAP Notice*. It is found that the *RAP Notice* has never been served on the tenant.

### **What is the base rent, before consideration of the claims of decreased services?**

Since the tenant has never been served with the *RAP Notice* her rent is the base rent when she moved into the unit. Therefore, the tenant's base rent is \$800 a month, before consideration of conditions and restitution. The rent increase is invalid.<sup>24</sup> No rent increase can be served on the tenant with an effective date any earlier than 6 months after the tenant is first served with the *RAP Notice*.

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<sup>19</sup> Regulations § 8.22.010 (A)(2)

<sup>20</sup> The presence of an attorney would not have changed the ruling that the owner was not permitted to testify because he had not filed a response to the tenant petition.

<sup>21</sup> O.M.C. § 8.22.060(A)

<sup>22</sup> O.M.C. § 8.22.070(H)(1)(A)

<sup>23</sup> O.M.C. § 8.22.060 (C)

<sup>24</sup> The rent increase is invalid for several reasons; first, the tenant was not served with a *RAP Notice* 6 months before the rent increase was served; second, no *RAP Notice* was served with the contested increase; third, the owner did not file a response, so there is no claimed justification for the rent increase.

**Have the tenant's housing services decreased, and if yes, in what amount?**

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>25</sup> and may be corrected by a rent adjustment.<sup>26</sup> 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 tenants must establish that the tenants had given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief. Additionally, there is a time limit for claiming decreased housing services. Once the tenant is served with a *RAP Notice*, a tenant petition must be filed within 90 days after the decrease in service begins. However, in this case since no *RAP Notice* has ever been served, the tenant is entitled to restitution for conditions for up to three years before her petition was filed.<sup>27</sup>

Heat: The tenant's heater has not been working as it should since she moved into the unit in September of 2016. She complained about the heater immediately. The fact that the heater is not in working order is supported by both the *Notice of Violation* and the City's Inspection logs. Additionally, while it seems that the owner may have attempted repair on more than one occasion, as can be seen by the notes in the Inspection log that the condition was abated, the tenant was convincing that each time a repair was attempted, the heater simply stopped working again. Therefore, the tenant is entitled to an ongoing rent decrease of 10% for this condition, as well as restitution of overpaid rent since September of 2016, as noted on the Table below.

Light fixture: The light fixture in the closet was not operable when the tenant moved in. She complained, and no action was taken until after the *Notice of Violation*. This reduced the package of housing services by 2% per month. The fixture was repaired in November of 2018. The tenant is entitled to restitution of overpaid rent from September 2016 through November of 2018, as noted on the Table below.

Toilet: The tenant established that the toilet was loose beginning when she moved into the unit and her testimony was supported by the *Notice of Violation*. This was repaired in October of 2018. This condition reduced the package of housing services by 2% per month. The tenant is entitled to restitution of overpaid rent from September 2016 through November of 2018, as noted on the Table below.

Storage Space: The tenant established that she lost storage space that had been given to her by the owner both in the storage closet and in the garage beginning in March of 2018. While the original reason the tenant had to move her belongings may have been because there were rodents found in the storage area and garage, there is no

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<sup>25</sup> O.M.C. § 8.22.070(F)

<sup>26</sup> O.M.C. § 8.22.110(E)

<sup>27</sup> O.M.C. § 8.22.090(A)(3)(a) and *Sherman v. Michelsen*, HRRRB, T12-0332

valid explanation for why the storage space wasn't returned to the tenant. The tenant is entitled to an ongoing rent decrease of 10% of her rent because of the failure to provide storage.

**Parking spot:** The tenant had a parking space on the premises, that she was renting for \$50 a month, which was taken away from her in early May of 2018. The tenant has stopped paying the \$50 a month she was paying for parking, so the only necessary remedy is to compensate her for the month of May, when she was only able to park the first week. The tenant is entitled to restitution of \$37.50 for the loss of parking in May of 2018, as noted on the Table below.

**Cats and rent increase:** Since the rent increase is invalid, as noted above, it is not relevant whether or not the rent increase was because the tenant had cats on the premises. Therefore, this matter is moot.

**What, is the legal rent before consideration of restitution?**

As noted above the tenant is entitled to an ongoing rent decrease of 10% (\$80) a month for the lack of heat and 10% (\$80) for the removal of her right to use both the storage closet and the garage for storage. Her total ongoing rent decrease is \$160 a month. Therefore, before consideration of restitution, the tenant's ongoing rent is \$640 a month, effective September 1, 2019.

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

The tenant never paid the contested rent increase, therefore, she is not owed any restitution for overpaid rent. As noted on the below chart, the tenant has overpaid \$5,203 based on the conditions in her unit.

| Service Lost                     | VALUE OF LOST SERVICES |           |                | % Rent Decrease | Decrease /month | No. Months | Overpaid           |
|----------------------------------|------------------------|-----------|----------------|-----------------|-----------------|------------|--------------------|
|                                  | From                   | To        | Rent           |                 |                 |            |                    |
| Heater                           | 1-Sep-16               | 31-Aug-19 | \$800          | 10%             | \$ 80.00        | 36         | \$ 2,880.00        |
| Light                            | 1-Sep-16               | 30-Nov-18 | \$800          | 2%              | \$ 16.00        | 27         | \$ 432.00          |
| Toilet                           | 1-Sep-16               | 31-Oct-18 | \$800          | 2%              | \$ 16.00        | 26         | \$ 416.00          |
| Storage                          | 1-Mar-18               | 31-Aug-19 | \$800          | 10%             | \$ 80.00        | 18         | \$ 1,440.00        |
| Parking                          | 7-May-18               | 31-May-18 | \$800          |                 | \$ 50.00        | 0.75       | \$ 35.00           |
| <b>TOTAL LOST SERVICES</b>       |                        |           |                |                 |                 |            | <b>\$ 5,203.00</b> |
| <b>RESTITUTION</b>               |                        |           |                |                 |                 |            |                    |
| MONTHLY RENT                     |                        |           |                |                 |                 |            | \$800              |
| TOTAL TO BE REPAID TO TENANT     |                        |           |                |                 |                 |            | \$ 5,203.00        |
| TOTAL AS PERCENT OF MONTHLY RENT |                        |           |                |                 |                 |            | 650%               |
| AMORTIZED OVER                   |                        | 24        | MO. BY REG. IS |                 |                 |            | \$ 216.79          |



An overpayment is normally adjusted over a period of 12 months.<sup>28</sup> However, when the restitution owed is 650% of the monthly rent, it is proper to extend the restitution period to 24 months. The restitution deduction is \$216.79 a month. The tenant is entitled to begin to deduct the restitution owed from her rent after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

**However**, should the owner provide the tenant with a working heater, the owner can increase the rent by 10% (\$80 a month.) Further, if the owner provides the tenant with the same amount of storage in the closet and the garage as she previously had, he can increase the rent by 10% (\$80 a month). **In order to increase the rent after repairs, the owner must provide the necessary notice pursuant to Civil Code § 827.**

**Additionally, if the owner wishes to pay the tenant the restitution in one lump sum, he has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

#### ORDER

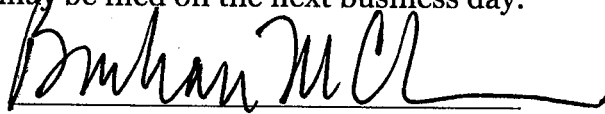
1. Petition T18-0310 is granted in part.
2. The tenant's base rent is \$800 a month before consideration of restitution and decreased services.
3. Due to ongoing conditions, the tenant is entitled to a 20% rent decrease. The tenant's current legal rent, effective September 1, 2019, before consideration of restitution, is \$640 a month.
4. Due to past decreased services, the tenant is owed restitution of \$5,203 through August 31, 2019. This overpayment is adjusted by a rent decrease for 24 months in the amount of \$216.79 a month.
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
6. If the owner wishes to, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. If the owner fixes the heater, he can increase the rent by 10% (\$80 a month.) If the owner provides the tenant with storage as previously provided, he can increase the rent by 10% (\$80 a month.) **In order to increase the rent after repairs the owner must provide the necessary notice pursuant to Civil Code § 827.**

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<sup>28</sup> Regulations, Section 8.22.110(F)

8. 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: August 27, 2019



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T18-0310**

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

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

**Documents Included**

Amended Hearing Decision

**Owner**

Azatullah Noori  
2206 Toscana Dr.  
Pittsburg, CA 94565

**Tenant**

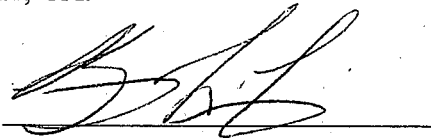
Nada Alkebsi  
3240 61st Avenue #101  
Oakland, CA 94605

**Tenant Representative**

Xavier Johnson,  
Centro Legal de la Raza  
3022 International Blvd, Suite 410  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 28, 2019** in Oakland, CA.



Brittni Lothlen

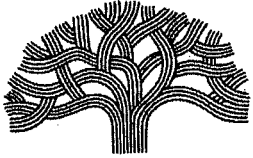
Oakland Rent Adjustment Program

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RENT ADJUSTMENT PROGRAM  
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2019 SEP 16 PM 1:15



CITY OF OAKLAND

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

**APPEAL**

|   |  |   |   |
|---|--|---|---|
| Appellant's Name<br><i>Azatullah Noori</i>  |  | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant |   |
| Property Address (Include Unit Number)<br><i>3240 61st Ave, Oakland, CA 94605</i> |  |   |   |
| Appellant's Mailing Address (For receipt of notices)<br>[REDACTED]                |  | Case Number<br><i>T18-0310</i>  | Date of Decision appealed<br><i>9/16/19</i> |
| 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.)

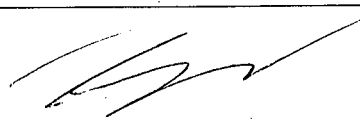
*I was did not have a fair hearing.*

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

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

I declare under penalty of perjury under the laws of the State of California that on \_\_\_\_\_, 20\_\_\_\_ I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

|                        |                    |
|------------------------|--------------------|
| <b>Name</b>            | Nada Alkebsi       |
| <b>Address</b>         | 3248 61st Ave #101 |
| <b>City, State Zip</b> | Oakland, CA 94605  |
| <b>Name</b>            |                    |
| <b>Address</b>         |                    |
| <b>City, State Zip</b> |                    |

|   |         |
|---|---------|
|  | 9/16/19 |
|---|---------|

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

## **IMPORTANT INFORMATION:**

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

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

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

## CHRONOLOGICAL CASE REPORT

Case No.: T18-0495  
Case Name: Gonzalez v. Zhang  
Property Address: 2629 Pleasant St., Unit C, Oakland, CA  
Parties: Mariela Gonzalez (Tenant)  
Jintang Zhang (Owner)

### TENANT APPEAL:

| <u>Activity</u>   | <u>Date</u>        |
|---|--------------------|
| Tenant Petition filed                                     | September 18, 2018 |
| *Owner Response filed<br>(* See Hearing Decision, Page 2) | *December 28, 2018 |
| Hearing Decision mailed                                   | August 2, 2019     |
| Tenant Appeal filed                                       | August 19, 2019    |

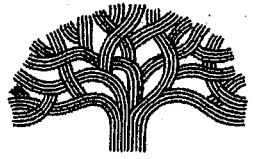
T18-0495

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CITY OF OAKLAND

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

For date stamp.

**TENANT PETITION**

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

**Please print legibly**

|  |  |                          |
|--|--|--------------------------|
| Your Name<br><i>Mariceli Gonzalez L.</i>                                       | Rental Address (with zip code)<br><i>2629 pleasant st #c<br/>OAKLAND, CA 94602</i> | Telephone:<br>[REDACTED] |
| Your Representative's Name   | Mailing Address (with zip code)  | Telephone:<br>[REDACTED] |
|  |  | Email:                   |
| Property Owner(s) name(s)  | Mailing Address (with zip code)  | Telephone:               |
|  |  | Email:                   |
| Property Manager or Management Co. (if applicable)<br><i>Tom Siatang Zhang</i> | Mailing Address (with zip code)<br><i>P.O. Box 11230<br/>Oakland CA 94611</i>      | Telephone:<br>[REDACTED] |
|  |  | Email:<br>[REDACTED]     |

Number of units on the property: 7

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

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

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

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



(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)  
 (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).  
 (f) The rent increase notice(s) was (were) not given to me in compliance with State law.  
 (g) The increase I am contesting is the second increase in my rent in a 12-month period.  
 (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)  
 (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)  
 (j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.  
 (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).  
 (l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article D)  
 (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 illegally 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: June 2013 Initial Rent: \$ 750<sup>00</sup> /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: 8/30/2016. If never provided, enter "Never."

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

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

| Date you received the notice (mo/day/year) | Date increase goes into effect (mo/day/year) | Monthly rent increase |                 | Are you Contesting this Increase in this Petition?*                 | Did You Receive a Rent Program Notice With the Notice Of Increase?  |
|--|--|-----------------------|-----------------|---|---|
|  |  | From                  | To              |   |   |
| <u>July 26 2018</u>                        | <u>9/01/18</u>                               | <u>\$901</u>          | <u>\$952.35</u> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|  |  | \$                    | \$              | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$              | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$              | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$              | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|  |  | \$                    | \$              | <input type="checkbox"/> Yes <input type="checkbox"/> No            | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

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

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

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


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

Please attach documentary evidence if available.

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

**IV. VERIFICATION:** The tenant must sign:

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

  
\_\_\_\_\_  
Tenant's Signature

9/10/18  
\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

2018 SEP 18 PM 3:15

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

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

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

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

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

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

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

## Problems since 2016

- RECEIVED  
CITY OF UAKI ANI  
RENT ARBITRATION PROGRAM  
2018 SEP 18 PM 3:15
- Mold in Bathroom walls
  - Wall Heater not working properly  
~~PG&E~~ They hired a contractor that told them that it needed to be ~~repa~~ replace but he ignore it.
  - PG&E told my neighbor that ~~the~~ the heaters that we have are dangerous, she ~~remitted~~ Emailed him several times an no answer (The pipes are made of a material that is absorbed by gas)  
(~~the~~ there is a chance of a explosion)
  - ~~En~~ I requested a new fridge and they put ~~caulked~~ painters caulk all over instead of fixing it  
(Finally got a new one 2 weeks ago)
  - ~~But~~ - water Heater <sup>closet</sup> door, doesn't have enough air and sometimes I can not open the door at all  
If I ever need to turn on T won't be able to do it (door gets stuck)

~~do~~ ~~to~~

→ do

- Bathroom door does not close  
right, they put new floor and  
they didn't do it right

\* No privacy in Bathroom at all \*

\* door use to be able to close \*



CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

(510) 238-6402

FAX:(510) 238-2959

TDD:(510) 238-3254

## NOTICE OF VIOLATION

10-31-2018

*Certified and Regular mail*

Code Enforcement Case No.: 1803909

Property: 2631 Pleasant St, Unit C

Parcel Number: 28-900-3

Re-inspection Date/Correction Due Date: 12-7-2018

Code Enforcement Services inspected your property on 10-30-2018 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Michae Legault**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3888 and by email at [MLEGAULT@oaklandnet.com](mailto:MLEGAULT@oaklandnet.com).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.**

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

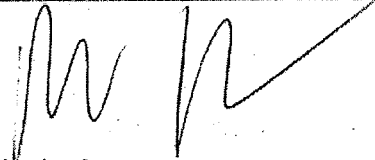
**You have a right to appeal** this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **12-7-2018** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

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

| Investor-Owned Residential Property<br>OMC 8.58   | Foreclosed and Defaulted<br>OMC 8.54  |
|---|---|
| <p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p><b>Nuisance Abatement Lien (Notice of Violation)</b><br/>A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p><b>(Priority Lien) (OMC 8.58.430)</b><br/>A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p> | <p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020.1.08.601.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p><b>(Priority Lien) (OMC 8.54.430)</b><br/>A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p> |

Sincerely,



Michae Legault  
Specialty Combination Inspector  
Planning and Building Department

Enclosures as applicable:

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

cc:

| Administrative Hearing Fees  |   |
|--|---|
| Filing Fee   | \$ 110.00   |
| Conduct Appeals Hearing  | Actual Cost Appeal (Fee charged only if Appellant loses appeal) |
| Processing Fee   | \$ 931.00   |
| Reschedule Hearing   | \$ 329.00   |
| <i>Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee</i> |   |

Property Address: 2631 Pleasant St, Unit C

Complaint #: 1803909

**Property Maintenance (Blight) - (Checklist of Violations attached)**

| Description of Violation | Required Action | OMC Section |
|--------------------------|-----------------|-------------|
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |

**Building Maintenance (Housing)**

| Description of Violation                     | Required Action   | OMC Section            |
|--|---|------------------------|
| Windows replaced without permit.             | Obtain permits, inspections and approvals.                  | 15.08.120<br>15.08.140 |
| Furnace replaced without permit.             | Obtain permits, inspections and approvals.                  | 15.08.120<br>15.08.140 |
| Kitchen remodeled without permit.            | Obtain permits, inspections and approvals.                  | 15.08.120<br>15.08.140 |
| Water heater replaced without permits.       | Obtain permits, inspections and approvals.                  | 15.08.120<br>15.08.140 |
| Bathtub is in unsanitary conditions.         | Repair, or replace with permits, inspections and approvals. | 15.08.050              |
| GFCI needed above and below kitchen counter. | Install.  | 15.08.050              |
| Smoke detectors were inoperable.             | Repair or replace.  | 15.08.050              |
|  |   |                        |
|  |   |                        |
|  |   |                        |
|  |   |                        |
|  |   |                        |

**Zoning**

| Description of Violation | Required Action | OMC Section |
|--------------------------|-----------------|-------------|
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |
|                          |                 |             |



2631 Pleasant St

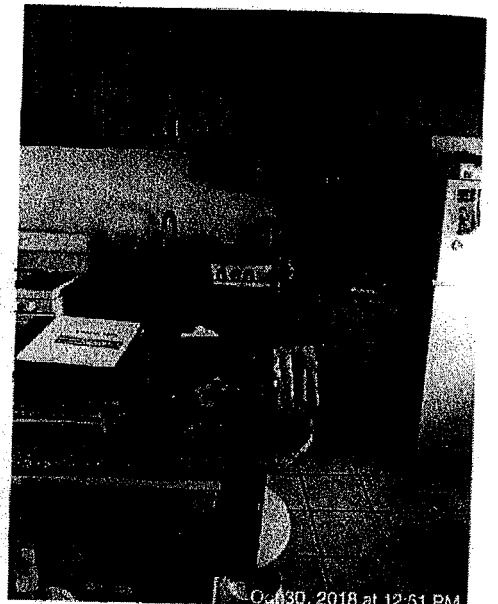
1805909



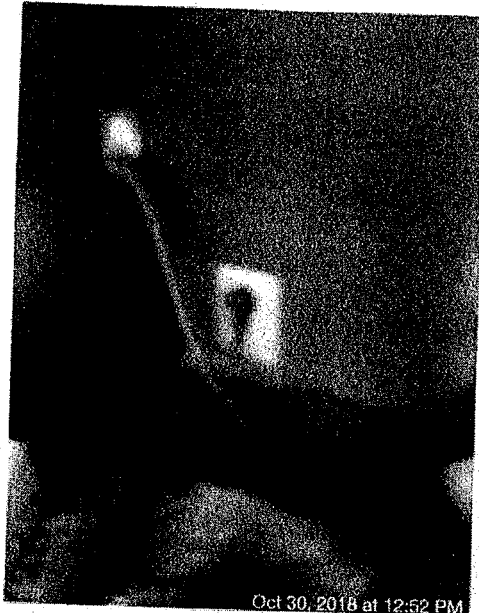
Oct 30, 2018 at 1:03 PM



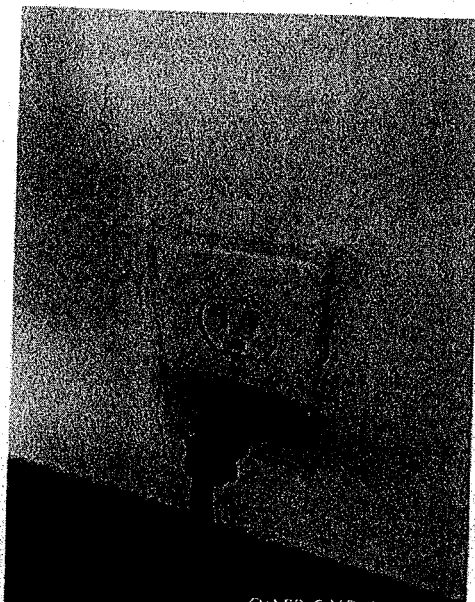
Oct 30, 2018 at 12:51 PM



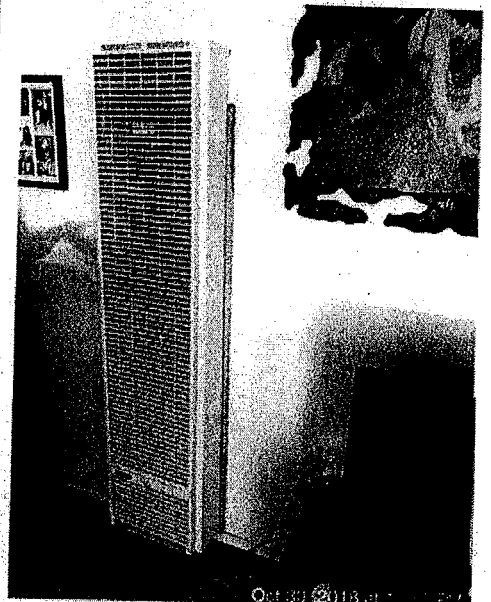
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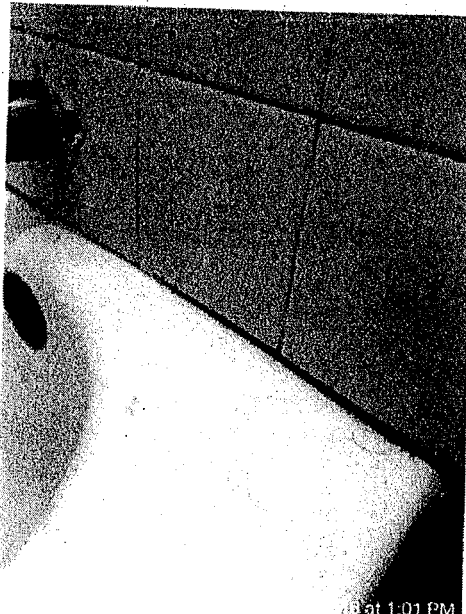
Oct 30, 2018 at 12:52 PM



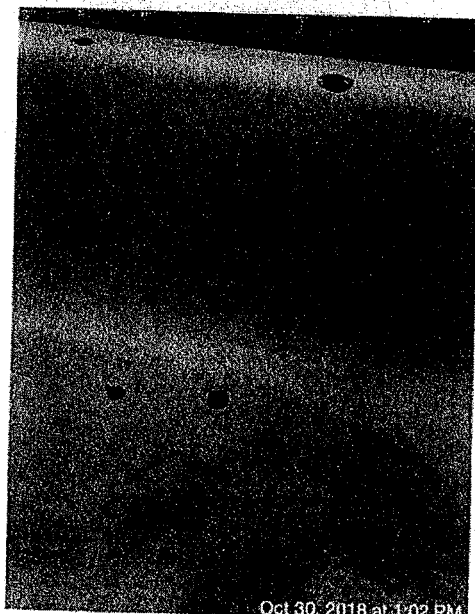
Oct 30, 2018 at 12:55 PM



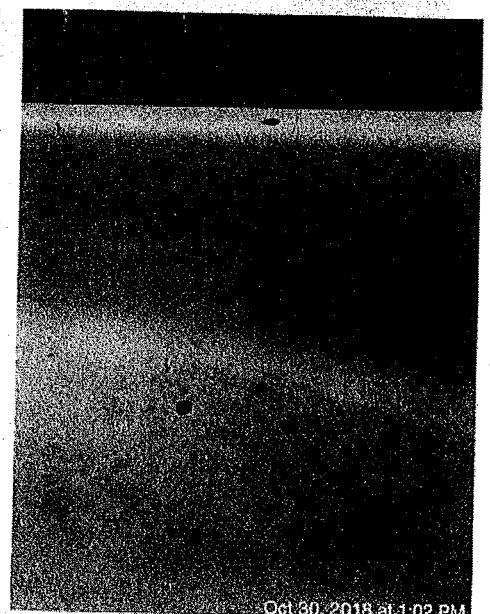
Oct 30, 2018 at 1:01 PM



Oct 30, 2018 at 1:01 PM

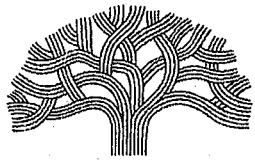


Oct 30, 2018 at 1:02 PM



Oct 30, 2018 at 1:02 PM

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CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

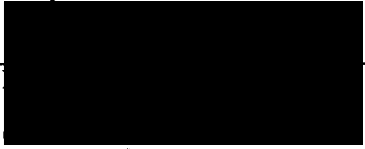
P.O. Box 70243  
Oakland, CA 94612-0243  
(510) 238-3721

For date stamp.

**PROPERTY OWNER**  
**RESPONSE**

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

**CASE NUMBER T -**

|   |   |   |
|---|---|---|
| Your Name<br><i>Jintang Zhang</i>   | Complete Address (with zip code)<br><i>P.O. Box 11230<br/>OAKLAND<br/>CA 94611</i>                | Telephone:<br> |
| Your Representative's Name (if any)   | Complete Address (with zip code)  | Telephone:<br>Email:  |
| Tenant(s) Name(s)<br><i>Marilda Gonzalez</i>  | Complete Address (with zip code)<br><i>2629 Pleasant Street<br/>Unit C,<br/>OAKLAND, CA 94602</i> |   |
| Property Address (If the property has more than one address, list all addresses)<br><i>2629 PLEASANT STREET -<br/>26.31, 2633 PLEASANT STREET -</i> | Total number of units on property<br><i>8</i>   |   |

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

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

Date on which you acquired the building: \_\_\_/\_\_\_/\_\_\_.

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

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

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

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

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

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

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

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

The tenant moved into the rental unit on \_\_\_\_\_.

The tenant's initial rent including all services provided was: \$ \_\_\_\_\_ / 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? \_\_\_\_\_

Is the tenant current on the rent? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

### III. EXEMPTION

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

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

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

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

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

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

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

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

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

### IV. DECREASED HOUSING SERVICES

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

### V. VERIFICATION

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

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

**IMPORTANT INFORMATION:**

**Time to File**

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

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

**File Review**

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

**Mediation Program**

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

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

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

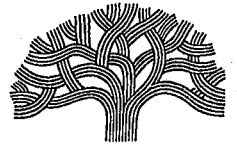
I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

  
\_\_\_\_\_

Property Owner's Signature

12/28/2018

Date



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND,

Housing and Community Development  
Department Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** T18-0495 Gonzalez v. Zhang  
**PROPERTY ADDRESS:** 2629 Pleasant Street, Unit C, Oakland, CA  
**DATE OF HEARING:** April 15, 2019  
**DATE OF DECISION:** July 31, 2019  
**APPEARANCES:** Mariela Gonzalez, Tenant  
Jintang Zhang, Owner

### **SUMMARY OF DECISION**

The tenant's petition is denied.

### **INTRODUCTION**

The tenant filed a petition on September 18, 2018, contesting a rent increase from \$901.00 to \$952.35 and alleging decreased housing services. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;
- 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; and
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner.

The owner did not file a response. The owner appeared at the Hearing.

### **THE ISSUES**

- (1) Was there good cause for the owner's failure to file an Owner Response?
- (2) Has the tenant received the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)?
- (3) Is the contested rent increase valid?

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

## EVIDENCE

### Good Cause for Failure to File Owner Response

A review of the file shows that an Owner Response was never received by the Rent Adjustment Program. However, at the hearing, the owner testified that he submitted an Owner Response via first class mail in December of 2018. He also produced a copy of the completed Owner Response dated December 28, 2018. The owner's explanation satisfied the good cause requirement for a late response filing. The Owner Response was admitted into the record and the owner was permitted to testify at the Hearing.

### Rent History and RAP Notice

On her petition, the tenant stated that she moved into the unit in June of 2013 at a monthly rent of \$750.00 and she first received the RAP Notice on August 30, 2016. However, official notice is taken of a prior Hearing Decision in Case Number T15-0187 Gonzalez v. Zhang, in which it was determined that the tenant moved into the subject property in 2008 at an initial rent of \$750.00. In that case, it was also determined that the tenant first received the RAP Notice in 2013.

In her petition, the tenant stated that she was contesting a rent increase from \$901.00 to \$952.35 effective September 1, 2018. A copy of the rent increase notice and accompanying RAP Notice was received into evidence.<sup>1</sup> The rent increase notice states that the increase was based on banking and a copy of the banking calculation was included in the notice. At the hearing, the tenant testified that she has not been paying the rent increase, and has continued to pay \$901.00 monthly since September 1, 2018.

### Decreased Housing Services

With her petition the tenant submitted a list of decreased housing services. She identified the following items: (1) mold in bathroom; (2) wall heater; (3) refrigerator; (4) water heater closet; and (5) bathroom door.

Mold in Bathroom: The tenant testified that there is mold around the bathtub and holes in the bathtub. She testified that the bathtub needs caulking and the holes need to be repaired. The tenant further testified that the City of Oakland Planning and Building Department conducted an inspection of the unit on October 30, 2018, and issued a Notice of Violation dated October 31, 2018.<sup>2</sup> The Notice of Violation notes that the bathtub is in unsanitary condition but does not cite any mold in the bathroom.

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<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 2

The owner testified that after he received the Notice of Violation, he re-caulked the bathtub and repaired the holes. He further testified that he did not receive notice of this issue prior to the filing of the petition.

The tenant testified that the holes in the bathtub reappeared about a week after they were repaired, and she notified the owner but has not received a response.

The owner testified that recurring chips in the bathtub are due to the tenant.

Wall Heater: The tenant testified that the wall heater has not been working since 2015. She notified the owner of this issue in January of 2016. She further testified that PG&E informed her that the wall heater was not up to code. The owner finally replaced the wall heater on October 24, 2018, but it was installed incorrectly.

The owner testified that the wall heater was working at the time he purchased the property in 2013. The tenant began complaining about the wall heater in 2016, and he tested it at that time and it worked. PG&E informed him that the wall heater was functional but the connector was not up to current code, as new code requirements now require a flexible connector. In response, the owner replaced the wall heater on October 24, 2018. He testified that the new wall heater is smaller, so it does not fit as snugly into the wall opening, but it is functional.

The Notice of Violation dated October 31, 2018, notes that the furnace was installed without permits.<sup>3</sup>

Refrigerator: The tenant testified that the refrigerator was not working properly and she notified the owner of this issue in 2016. In response, the owner re-caulked the refrigerator to seal it properly. She testified that the caulking resolved the issue but after a while, she became worried that the chemicals in the caulking were not safe and she didn't want these chemicals around her food. She complained about the refrigerator being unsafe in August of 2018. In response, the owner replaced the refrigerator on September 5, 2018.

Water Heater Closet: The tenant testified that there is not enough air in the water heater closet and the door to the water heater closet sometimes gets stuck. She is worried she won't be able to access the water heater in case of an emergency.

The owner testified that he tested the door and it was functional. He further testified that the door has a vent installed for ventilation.

Bathroom Door: The tenant testified that the bathroom door does not close completely. It used to close but the owner replaced the floors in 2015 and since then, she has not been able to close the door all the way. There is an inch of space between the door, and the doorframe.

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<sup>3</sup> Exhibit 2



The owner testified that he did not receive notice of this issue prior to the filing of the petition. He further testified that he did not note any issues with the bathroom door when he was in the unit.

## **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **Banking Rent Increase**

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.<sup>45</sup> However, the total CPI Rent Adjustments imposed in any one rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the rent increase notice.<sup>6</sup> The banking calculation set forth in the attached Table indicates the maximum allowable banking amount of \$29.28 for the tenant's unit, which increases the rent to \$930.28 (\$901.00 + \$29.28). The proposed rent increase shall be limited to the maximum allowable increase based on banking of \$930.28.

Since the tenant has only been paying \$901.00 monthly since September 1, 2018, the owner is entitled to restitution for rent underpayments in the amount of \$351.36 (\$29.28 monthly underpayment x 12 months).

### **Decreased Housing Services**

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent<sup>7</sup> and may be corrected by a rent adjustment.<sup>8</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

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

**Mold in Bathroom:** The owner testified credibly that after he received the Notice of Violation dated October 31, 2018, he re-caulked the bathtub and repaired the holes in the bathtub on November 5, 2018, to abate the unsanitary conditions. Any recurring chips in the bathtub were due to the tenant. The owner's response was reasonable and compensation for this claim is denied. In addition, the Notice of Violation did not cite any mold in the unit, and that is further reason compensation for this claim is denied.

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<sup>4</sup> Exhibit 2

<sup>5</sup> O.M.C. Section 8.22.070(B)(5)

<sup>6</sup> RAP Regulations 10.5

<sup>7</sup> O.M.C. §8.22.070(F)

<sup>8</sup> O.M.C. §8.22.110(E)

Wall Heater: The owner testified credibly that the wall heater was always functional but it was replaced to comply with current code requirements, which require a flexible connector. Although the wall heater was installed without permits, per the Notice of Violation dated October 31, 2018, the lack of permit does not affect the functionality of the wall heater. Compensation for this claim is denied.

Refrigerator: After receiving complaints about the refrigerator, the owner re-caulked the refrigerator to seal it and that resolved the issue. The owner's response was reasonable. Further the owner replaced the refrigerator on September 5, 2018, prior to the filing of the petition. Compensation for this claim is denied.

Water Heater Closet: The owner testified credibly that he tested the water heater door and it was functional. It also has a vent to allow for ventilation. Further, the door was not cited in the Notice of Violation dated October 31, 2018. Compensation for this claim is denied.

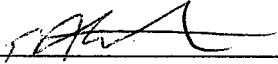
Bathroom Door: The owner testified that he did not receive notice of this issue prior to the filing of the petition. He further testified that he did not note any issues with the bathroom door when he was in the unit. Compensation for this claim is denied.

### ORDER

1. Petition T18-0495 is denied.
2. The rent increase is justified by banking but the maximum allowable rent based on banking is \$930.28.
3. As of September 1, 2018, the monthly rent is \$930.28. The tenant underpaid her rent by \$351.36 ( $\$29.28 \times 12$  months). The underpayment is adjusted over a period of six (6) months. From September 2019 through February 2020, the tenant's rent will be increased by \$58.56 to \$988.84 monthly. Her rent will revert to \$930.28 in March of 2020.
4. The claims of decreased housing services are denied.

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: July 31, 2019

  
\_\_\_\_\_  
Maimoona Sahi Ahmad  
Hearing Officer, Rent Adjustment Program

# CITY OF OAKLAND



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

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

## CALCULATION OF DEFERRED CPI INCREASES (BANKING)

|  |            |  |           |          |   |
|--|------------|--|-----------|----------|---|
| Initial move-in date   | 1-Jul-2008 | <b>MUST FILL IN D9,<br/>D10, D11 and D14</b> | Case No.: | T18-0495 | <b>CHANGE<br/>YELLOW<br/>CELLS ONLY</b> |
| Effective date of increase   | 1-Sep-2018 |  | Unit:     | C        |   |
| Current rent (before increase and without prior cap. improve pass-through) | \$901.00   |  |           |          |   |
| Prior cap. imp. pass-through   |            |  |           |          |   |
| Date calculation begins  | 1-Jul-2008 |  |           |          |   |
| Base rent when calc. begins  | \$750      |  |           |          |   |

## ANNUAL INCREASES TABLE

| Year Ending | Debt Serv. or Fair Return Increase | Housing Serv. Costs Increase | Base Rent Reduction | Annual % | CPI Increase | Rent Ceiling |
|-------------|------------------------------------|------------------------------|---------------------|----------|--------------|--------------|
| 7/1/2018    |                                    |                              |                     | 3.4%     | \$ 30.59     | \$ 930.28    |
| 7/1/2017    |                                    |                              |                     | 2.3%     | \$ 20.23     | \$ 899.69    |
| 7/1/2016    |                                    |                              |                     | 2.0%     | \$ 17.24     | \$ 879.47    |
| 7/1/2015    |                                    |                              |                     | 1.7%     | \$ 14.41     | \$ 862.22    |
| 7/1/2014    |                                    |                              |                     | 1.9%     | \$ 15.81     | \$ 847.81    |
| 7/1/2013    |                                    |                              |                     | 2.1%     | \$ 17.11     | \$ 832.00    |
| 7/1/2012    |                                    |                              |                     | 3.0%     | \$ 23.73     | \$ 814.89    |
| 7/1/2011    |                                    |                              |                     | 2.0%     | \$ 15.51     | \$ 791.15    |
| 7/1/2010    |                                    |                              |                     | 2.7%     | \$ 20.39     | \$ 775.64    |
| 7/1/2009    |                                    |                              |                     | 0.7%     | \$ 5.25      | \$ 755.25    |
| 7/1/2008    |                                    |                              |                     | -        | -            | \$750        |

## Calculation of Limit on Increase

|   |           |
|---|-----------|
| Prior base rent   | \$901.00  |
| Banking limit this year (3 x current CPI and not more than 10%) | 10.0%     |
| Banking available this year                                     | \$ 29.28  |
| Banking this year + base rent                                   | \$ 930.28 |
| Prior capital improvements recovery                             | \$ -      |
| Rent ceiling w/o other new increases                            | \$ 930.28 |

Notes:

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

**PROOF OF SERVICE**

**Case Number T18-0495**

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

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

**Documents Included**

Hearing Decision

**Manager**

Tom Jiatang Zhang

P.O. Box 11230

Oakland, CA 94611

**Tenant**

Mariela Gonzalez

2629 Pleasant Street #C

Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 02, 2019** in Oakland, CA.



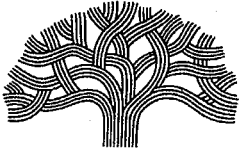
Brittni Lothlen

Oakland Rent Adjustment Program

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MS/MA

|  |  |                 |
|--|--|-----------------|
| <br>CITY OF OAKLAND | <b>CITY OF OAKLAND</b><br><b>RENT ADJUSTMENT PROGRAM</b><br>250 Frank Ogawa Plaza, Suite 5313<br>Oakland, CA 94612<br>(510) 238-3721 | For date stamp. |
|  | <b><u>APPEAL</u></b>   |                 |

|   |  |   |
|---|--|---|
| Appellant's Name<br>Manela Gonzalez                           |  | <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant |
| Property Address (Include Unit Number)<br>2629 pleasant st #c |  |   |
| Appellant's Mailing Address (For receipt of notices)          |  | Case Number<br>T18-0495   |
|   |  | Date of Decision appealed<br>July 31, 2019                                |
| Name of Representative (if any)                               |  | Representative's Mailing Address (For notices)                            |

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

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

For more information phone (510) 238-3721.

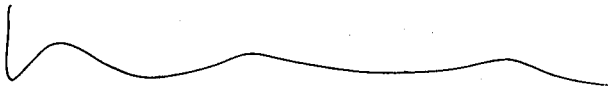
2018 AUG 19 AM 10:24

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

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
I declare under penalty of perjury under the laws of the State of California that on August 19th, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

|                        |                  |
|------------------------|------------------|
| <b>Name</b>            | Hopewealth LLC   |
| <b>Address</b>         | P.O Box 11230    |
| <b>City, State Zip</b> | Oakland CA 94611 |
| <b>Name</b>            |                  |
| <b>Address</b>         |                  |
| <b>City, State Zip</b> |                  |

|   |           |
|---|-----------|
|  | 9/19/2019 |
| SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE                                 | DATE      |

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

**IMPORTANT INFORMATION:**

2019 AUG 19 AM 10:24

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

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

For more information phone (510) 238-3721.

b: Must of the time when I filed a petition before, the judge will go an inspect the apartment before making decision. This one did not

e: I did not know that I had the right to ask for another hearing or postpone it because I was not ready that day I didnt have proof.

(But city of oakland Inspector mention on his notes and pictures that there was ~~was~~ an ongoing issue with bathtub and heather. Landlord lied!!

Inspector will come to my house 8/23/19

Manela Gonzalez

T18-0495