

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

July 11, 2019

7:00 P.M.

**CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA**

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT ITEMS

A. Board Minutes for Review, June 20, 2019

4. OPEN FORUM

5. OLD BUSINESS

AD HOC COMMITTEE

A. Membership and Issues to be Discussed

6. NEW BUSINESS

A. Appeal Hearings in:

- i. T17-0518, McCulloch v. Cohen
- ii. T18-0172, Embaye v. Amin
T18-0183, Embaye v. Amin
- iii. T18-0293, Kelly v. The Claridge Hotel

7. SCHEDULING AND REPORTS

8. 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@oaklandca.gov

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

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a sshannon@oaklandca.gov

o llame al (510) 238-3715 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

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

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

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

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

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

CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

PANEL MEETING

June 20, 2019

7:00 p.m.

City Hall, Hearing Room #2
One Frank H. Ogawa Plaza, Oakland, CA

MINUTES

1. CALL TO ORDER

The HRRRB Panel was called to order at 7:06 p.m. by Panel Chair Ed Lai

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Corean Todd(A)	Tenant	X		
Ed Lai (A)	Homeowner	X		
Benjamin Scott (A)	Owner	X		

Staff Present

Kent Qian	Deputy City Attorney, Office of the City Attorney
Barbara Kong-Brown	Senior Hearing Officer, Rent Adjustment Program
Kelly Rush	Program Analyst

3. OPEN FORUM

No speakers.

4. NEW BUSINESS

i. Appeal Hearing in cases:

a. **T18-0164, Garcia v. SMC East Bay**

Appearances:	David Martin	Owner Appellant Representative
	Alejandro Garcia	Tenant Appellee

The owner appealed the Hearing Decision which granted the tenant petition on the ground that the owner did not provide the tenant with the Notice of the existence of the Rent Adjustment Program (RAP) and awarded restitution for overpaid rent and decreased housing services.

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The owner contended that there was an issue of tenant access for repairs which in some instances limited the owner's repair person to one hour to perform repairs.

The tenant contended that his claims of decreased housing services dated back to 2012 and he only limited access in February when the owner wanted to come on a holiday.

Board Discussion

After arguments made by the tenant, Board questions to the tenant and Board discussion, B. Scott moved to affirm the Hearing Decision based on substantial evidence. C. Todd seconded.

The Board panel voted as follows:

Aye: B. Scott, E. Lai, C. Todd

Nay: 0

Abstain: 0

The Motion was approved by consensus.

5. ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T17-0518
Case Name: McCulloch v. Cohen
Property Address: 345 Hanover Ave., Oakland, CA
Parties: Catherine McCulloch (Tenant)
(No Appearance by Owner)

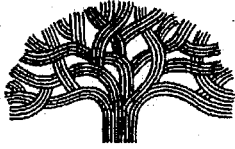
OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 8, 2017
No Owner Response filed	-----
Hearing Decision mailed	March 8, 2018
1 st Owner Appeal filed	August 6, 2018
Corrected Hearing Decision mailed	August 22, 2018
2 nd Owner Appeal filed	September 11, 2018
Tenant Response to Owner Appeal filed	September 26, 2018

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T17-0518 Ref SK

RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2017 SEP -8 AM 10:14
	TENANT PETITION	

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

Please print legibly

Your Name <i>Catherine McCulloch</i>	Rental Address (with zip code) <i>345 Hanover Ave Oakland CA 94606</i>	Telephone: <i>818 970 6469</i> E-mail: <i>Katiehmc@qmul.com</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <i>Anik Cohen</i>	Mailing Address (with zip code) <i>45 Lapidge Street San Francisco CA 94110</i>	Telephone: <i>510-435-9401</i> Email: <i>Cohen@KW-engineering.com</i>
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 2

Type of unit you rent (check one)	<input checked="" type="checkbox"/> House	<input type="checkbox"/> Condominium	<input 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.

<input checked="" type="checkbox"/>	(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.)
<input checked="" type="checkbox"/>	(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).
<input checked="" type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input checked="" type="checkbox"/>	(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)
<input checked="" type="checkbox"/>	(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).
<input checked="" type="checkbox"/>	(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 <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: 9/22/14 Initial Rent: \$ 866.66 /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		
<u>8/4/17</u>	<u>8/4/17</u>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T17-0229 / T17-1012 (online)

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:

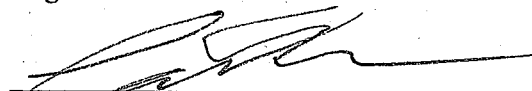
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

8/31/17

Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

-- No guests of the Tenants may occupy the Premises for longer than two weeks without the prior written consent of the Landlord.

-- A reasonable number of pets or animals are allowed to be kept in or about the Premises. If this privilege is abused, the Landlord may revoke this privilege upon thirty (30) days notice. The animals that may be permitted are as follows: Lulu the Cat. Any other pets must be give written consent by the landlord before being kept on the premises.

-- Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the 'Parking') on or about the Premises: The driveway is for the front unit. Tenants in the back unit will park on the street unless given permission by front unit tenant.

-- The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following furnishings:

-- No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer.

-- No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer.

Terms

-- The term of the Lease are month to month to commences at 12:00 noon on 9/1/2017.

-- Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon the Landlord giving the Tenant the notice required under the Act.

Rent

-- Subject to the provisions of this Lease, the rent for the Premises is \$2,750 per month, which includes any charge for the Parking (collectively the 'Rent').

-- The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord. Payment to be direct deposited into Landlord bank account.

**Bank: Bank of America
Account # 01 0890 6815**

-- The Tenant will be charged an additional amount of \$75 for any late Rent. Rent is considered late if it is received after the 5th of each and every month.

-- Rent will be increased annually according to rules established by the City of Oakland's rent board.

Security Deposit

-- On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$

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3000 (the 'Security Deposit'). Each tenant on this lease will pay \$1,000. Security deposit upon move in.

-- The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

-- During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls
- repairing cuts, burns, or water damage to tile, linoleum, rugs, and other areas
- repainting required to repair the results of any other improper use or excessive damage by the Tenant
- replacing damaged or missing doors, windows, screens, mirrors or light fixtures
- any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for
- unplugging toilets, sinks and drains
- the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building
- any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

-- The Tenant may not use the Security Deposit as payment for the Rent.

-- Within the lesser of and any time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 345 Hanover Avenue, Oakland CA, or at such other place as the Tenant may advise. Any refund may be paid to any of the Tenants.

Noise and Disruptive Activities

-- TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

-- The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

-- TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited

Inspections

-- TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

Tenant Improvements

-- The Tenant will obtain written permission from the Landlord before doing any of the following:

or

Utilities and Other Charges

-- The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: Gas, Electric, Water

Insurance

-- The Tenant is not responsible for insuring the Tenant's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss..

-- The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.

The Tenant is responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the building of the Premises, and the Tenant assumes liability for any such loss.

-- The Tenant is responsible for insuring the Premises for liability insurance, and the Tenant assumes liability for any such loss.

Abandonment

-- If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

-- In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

-- It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of , without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

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-- If there is a conflict between any provision of this Lease and the applicable legislation of the State of (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

-- If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

-- In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

-- If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

Amendment of Lease

-- Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

-- An assignment, subletting, concession, or license or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.

Damage to Premises

-- If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been unlivable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end this Lease by giving appropriate notice.

Maintenance

-- The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

-- In particular, the Landlord will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.

-- Major maintenance and repair of the Premises involving anticipated or actual costs

in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

-- Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

-- Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Landlord will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

Care and Use of Premises

-- The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

-- Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

-- The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

-- The Tenant will keep the Premises reasonably clean.

-- The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

-- The Tenant will not engage in any illegal trade or activity on or about the Premises.

-- The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

-- The Landlord will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.

-- The Tenant will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.

-- The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Premises during the appropriate time periods.

-- If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive weeks or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

-- The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other

tenant.

-- At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

-- The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

-- The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

Lead Warning

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

General Provisions

-- Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

-- This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

-- All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears

-- Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

-- Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.

-- The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.

-- The Tenant will professionally steam clean the carpets on a yearly and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

-- Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

-- This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

-- This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

-- Time is of the essence in this Lease.

-- This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

-- The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

-- The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

-- The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

-- During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises

-- The lease is subject to all rules, regulations and bylaws of any applicable Condominium and/or Home Owner Associations.

IN WITNESS WHEREOF Arik Cohen, Hannah Gilson, Lauren Biga, and Cat McCulloch have duly affixed their signatures on this 4/4/2015 (date).

Witness:

Arik Cohen
Date

000016

Witness:

Hannah Gilson
Date

Witness:

Lauren E. Biga
Date

Witness:

Cat McCulloch
Date

Lead-Based Paint Disclosure

Premises: 345 Hanover, Oakland CA 94606
Landlord: Arik Cohen
Tenant: Elizabeth Cato, Lauren Biga, Rachel Most
Agent:

Landlord's Disclosure

The Landlord CERTIFIES THAT:

-- The Landlord does not have knowledge of the following lead-based paint and/or lead-based paint hazards in or about the Premises:

Arik Cohen
Date

Tenant's Acknowledgement

The Tenant ACKNOWLEDGES receipt of:

-- the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and

-- the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in its state by the Environmental Protection Agency.

Elizabeth Cato
Date

Lauren E. BigaDate

Date

Catherine Mcculloch

Date

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website <http://www.epa.gov/lead/pubs/leadpdf.pdf>.



Rental of ARIK Cohen

Arik Cohen
817 N. Humboldt St. Apt 201
San Mateo CA 94401

510 435 9401 phone
cohen@kw-engineering.com email

LEASE AGREEMENT

THIS LEASE (the 'Lease') dated 8/6/2017

BETWEEN:

Arik Cohen
Address: 817 N. Humboldt Street, Apt. 201
San Mateo, CA 94401
Telephone: 510 - 435 - 9401
the (landlord)

OF THE FIRST PART

- AND -

Hannah Gilson
Address: 345 Hanover Ave
Oakland, CA 94606
Email: hannahgilson@gmail.com
Telephone: 760-415-0367
(collectively and individually the 'Tenant')

OF THE SECOND PART

- AND -

Tara Hottman
Address: 345 Hanover Ave
Oakland, CA 94606
(collectively and individually the 'Tenant')

OF THE THIRD PART

- AND -

Catherine McCulloch
FOURTH PART
Address: 345 Hanover Ave
Oakland, CA, 94606
Email: katiehmcc@gmail.com
Telephone: 818 -970 -6469
(collectively and individually the 'Tenant')

OF THE

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

-- The Landlord agrees to rent to the Tenant the apartment municipally described as 345 Hanover, Oakland, 94606 , (the 'Premises') for use as residential premises only. The Premises are more particularly described as follows: Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

-- Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Premises without the prior written permission of the Landlord. If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

- painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - removing or adding walls, or performing any structural alterations;
 - installing a waterbed(s);
 - changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- or

Utilities and Other Charges

-- The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: Gas, Electric, Water

Insurance

-- The Landlord is not responsible for insuring the Tenant's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss..

-- The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Landlord assumes no liability for any such loss.

The Landlord is responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the building of the Premises, and the Landlord assumes liability for any such loss.

-- The Landlord is responsible for insuring the Premises for liability insurance, and the Landlord assumes liability for any such loss.

Abandonment

-- If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

-- In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

-- It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

-- If there is a conflict between any provision of this Lease and the applicable legislation of the State of (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

-- If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

-- In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

-- If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

Amendment of Lease

-- Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

-- An assignment, subletting, concession, or license or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.

Damage to Premises

-- If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been unlivable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end this Lease by giving appropriate notice.

Maintenance

-- The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease

-- The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Premises during the appropriate time periods.

-- If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive weeks or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

-- The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

-- At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

-- The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

-- The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

Lead Warning

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

General Provisions

-- Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

-- This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

-- All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears

and any renewal of this Lease.

-- In particular, the Landlord will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.

-- Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

-- Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

-- All trash is to be place in available garbage bins. In no event shall the tenant leave their personal belongings, trash, or donations on the sidewalk in front of the house.

-- Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Landlord will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

Care and Use of Premises

-- The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

-- Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

-- The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

-- The Tenant will keep the Premises reasonably clean.

-- The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

-- The Tenant will not engage in any illegal trade or activity on or about the Premises.

-- The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

-- The Landlord will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.

-- The Tenant will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.

-- Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

-- Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.

-- The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.

-- The Tenant will professionally steam clean the carpets on a yearly and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

-- Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

-- This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

-- This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

-- Time is of the essence in this Lease.

-- This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

-- The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

-- The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

-- The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

-- During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises

-- The lease is subject to all rules, regulations and bylaws of any applicable

Condominium and/or Home Owner Associations.

IN WITNESS WHEREOF Arik Cohen, Hannah Gilson, Lauren Biga, and Catherine McCulloch have duly affixed their signatures on this 4/4/2015 (date).

Witness:

Arik Cohen
Date

Witness:

Hannah Gilson
Date

Witness:

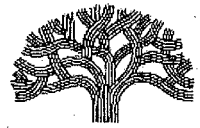
Tara Hottman
Date

Witness:

Catherine McCulloch
Date

Lead-Based Paint Disclosure

Premises: 345 Hanover, Oakland CA 94606
Landlord: Arik Cohen
Tenant: Hannah Gilson, Tara Hottman, Catherine McCulloch



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

Department of Housing and Community Development
Rent Adjustment Program

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

ORDER

CASE NUMBER: T17-0518, McCulloch v. Cohen
PROPERTY ADDRESS: 345 Hanover Ave., Oakland, CA
HEARING DATE: July 20, 2018

INTRODUCTION

A Hearing in this case was held on February 22, 2018. The tenant appeared, and there was no appearance by the owner. A Hearing Decision was issued on March 8, 2018. Thereafter, the owner contacted the Rent Adjustment Program, stating that he had not received either the tenant petition or the Notice of Hearing because these documents were not mailed to the correct address.

Therefore, on May 21, 2018, an Order and Notice of New Hearing Date were mailed to the owner at the address that he provided, 269 Cheney St., San Francisco, CA.

That Order states, in part:

“[I]t is proper to set aside the Hearing Decision to allow a Hearing, upon the following conditions: The owner shall file a Response to the tenant’s Petition on the enclosed form within 35 days after the date of mailing of this Order . . .

If the owner files a Response within the aforementioned time limit, a Hearing will be held to determine: (1) Whether there was good cause for the owner failing to file a Response to the Petition; and (2) Whether there was good cause for the owner failing to appear at the original Hearing.

If such good cause exists, there will be a Hearing on the merits. If the owner files a Response to the tenant’s Petition within the aforementioned time limit, a Hearing in this case will begin: Date: July 20, 2018 Time: 10:00 A.M. . . .”

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SUBSEQUENT EVENTS

The owner did not file a Response to the tenant's Petition. The Hearing came on regularly on July 20, 2018 at 10:00 A.M. The Hearing was called at 10:20 A.M. The owner did not appear and the Rent Adjustment Program received no communication regarding his non-appearance. Therefore, the original Hearing Decision, a copy of which is attached to this Order, remains in effect.

RIGHT TO APPEAL

This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of 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 20, 2018



STEPHEN KASDIN
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T17-0518 (McCulloch v. Cohen)

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

Catherine McCulloch
345 Hanover Ave.
Oakland, CA 94606

Arik Cohen
269 Cheney St.
San Francisco, CA 94131

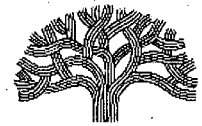
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 July 20, 2018 in Oakland, California.



Stephen Kasdin
Oakland Rent Adjustment Program

000028



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T17-0518, McCulloch v. Cohen
PROPERTY ADDRESS: 345 Hanover Ave., Oakland, CA
DATE OF HEARING: February 22, 2018
DATE OF DECISION: March 8, 2018
APPEARANCES: Catherine McCulloch (Tenant)
(No Appearance by Owner)

SUMMARY OF DECISION

The tenant's petition is granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on September 8, 2017, which alleges that her housing services have been decreased due to loss of access to a parking space in the driveway of the building in which she lives. The owner did not file a response to the petition, nor did the owner appear at the Hearing.

THE ISSUE

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

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EVIDENCE

Factual Basis for the Petition: At the Hearing, the tenant testified that she is a tenant in the back unit of a 2-unit residential building, in which she lives with two roommates. There is a long, fairly wide driveway next to the building, which can accommodate 2 passenger cars parked side by side. When the tenant moved into the back unit, the tenant and owner agreed that the tenants in the back unit would have the use of 3 parking spaces in the driveway. This agreement was then memorialized in a lease dated April 15, 2015. The tenant submitted a page of a lease that the parties signed on that date.¹ A paragraph in this lease states, in part: “[T]he tenant is entitled to the exclusive use of the following parking (the ‘Parking’) on or about the premises: Imaginary line down the middle of drive way, half closest to house for back unit, half next to fence for front unit.”

The tenant testified that half of the driveway can accommodate 3 passenger cars parked one behind another. The tenant and her roommates would park and move each other’s cars so that all 3 parking spaces could be utilized. At some point, the owner’s brother, Danny, moved into the front unit. In early August 2017, the owner told the tenant and her roommates that they would no longer have the right to park in the driveway unless Danny gave them permission to do so.

On August 6, 2017, the owner sent an email to the tenant and her roommates regarding a proposed new lease.² This email states, in part: “Regarding the parking, yes, going forward, it belongs to the front unit. I think Danny is coming home tomorrow so if you want to talk to him about how and if he is planning to share the driveway you should but ultimately moving forward it is up to him.”

In early August, Danny began parking a large motor home at various places in the driveway. The tenant submitted photographs of this motor home, which show that the driveway is not wide enough to accommodate both the motor home and a car.³ Further, there was a large trash pile at the back of the driveway portion away from the house. The existence of this trash pile effectively eliminated one potential parking space on this lane of the driveway. If the motor home were parked at the back of the driveway, one or two cars could be parked next to the house. If it were parked at the entrance to the driveway, there would be no room for any car to park next to the house.

The tenant is a Deputy Public Defender in Contra Costa County, and often needs to work late, at times until midnight or later. When she returns home from her office in Martinez, if she is unable to park in the driveway, she must find street parking, which is very difficult in the neighborhood in which she lives. On such occasions, she must walk alone for several blocks late at night. She is afraid to do so. In early August 2017, there was often one or no available parking spaces on the house side of the driveway, and one of her roommates would commonly park in the available space before the tenant returned home. Therefore, beginning in early August, the tenant tried living elsewhere, house or dog sitting for various friends when possible.

¹ Exhibit No. 4. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence.

² Exhibit No. 6.

³ Exhibit Nos. 2 & 3

In early October 2017, Danny removed that trash pile so that there would be 2 available spaces next to the house if the motor home were parked at the far end of the driveway. The tenant's third roommate has not owned a car since that time, so the tenant has had an available parking space next to the house. However, if the motor home is parked at the back of the driveway, and Danny tells the tenant and her roommates that he needs to leave in his motor home, or that he will be returning, they must move their cars to accommodate him. Further, the former third parking space is not available for the tenant's visitors, who must look for difficult street parking.

Rent History: The tenant testified that the rent for the subject unit has been \$2,750 per month since August 2017.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The tenant's documentary evidence and uncontroverted testimony is credited. It is clear that use of a parking space next to her residence is an important housing service for the tenant, a young woman who often works late hours. When the owner changed the terms of the original rental agreement by denying the tenant and her roommates exclusive use to park on half of the driveway, he significantly decreased the tenant's housing services.

The owner's action reduced the tenant's package of housing services by 10% from August through September 2017 and by 5% from October 2017 to date. Although the tenant now has access to a parking space, the denial of a third space still has an impact upon the tenant. Her third roommate may buy a car and compete for one of the 2 parking spaces, and the tenant's visitors are inconvenienced if they otherwise would be able to park in the driveway.

Because of the current decrease in housing services, the tenant's rent for the entire rental unit in which she lives is reduced by 5%, being \$275 per month. The rent for the unit is therefore reduced, to \$2,475 per month. This rent decrease will remain in effect until there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, as specified in the Order below. Further, as set forth on the following Table, the tenant has overpaid rent since August 2017.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Parking Space	1-Aug-17	30-Sep-17	\$2,750	10%	\$ 275.00	2	\$550.00
Parking Space	1-Oct-17	31-Mar-18	\$2,750	5%	\$ 137.50	6	\$825.00
TOTAL LOST SERVICES							\$1,375.00

RESTITUTION

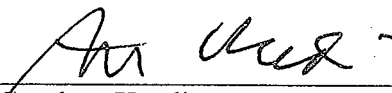
MONTHLY RENT	\$917
TOTAL TO BE REPAID TO TENANT	\$1,375.00
TOTAL AS PERCENT OF MONTHLY RENT	150%
AMORTIZED OVER 12 MO. BY REG. IS	\$114.58

Conclusion: Because of ongoing decreased housing services, the rent for the entire rental unit is reduced to \$2,475 per month. The tenant has overpaid in the amount of \$1,375. The overpayment is ordered repaid over a period of 12 months.⁴ The rent for the rental unit in which the tenant lives is temporarily reduced by \$114.58 per month, to \$2,360.42 per month, beginning with the rent payment in April 2018 and ending with the rent payment in March 2019.

ORDER

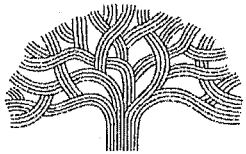
1. Petition T17-0518 is granted.
2. The Base Rent for the entire rental unit in which the tenant lives is \$2,750 per month.
3. Because of an ongoing decrease in housing services, the current rent for the entire unit, before reduction due to rent overpayments, is \$2,475 per month.
4. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$1,375. This overpayment is adjusted by a rent reduction for 12 months.
5. The rent is temporarily reduced by \$114.58 per month, to \$2,360.42 per month, beginning with the rent payment in April 2018 and ending with the rent payment in March 2019.
6. In April 2019, the rent will increase to \$2,745 per month.
7. When there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, the owner may increase the rent by \$275 per month, after giving proper notice in accordance with Civil Code Section 827.
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: March 8, 2018



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

⁴ Regulations, Section 8.22.110(F)

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2018 AUG -6 PM 1:58
	<u>APPEAL</u>	

Appellant's Name Arik Cohen		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 345 Hanover Ave, Oakland CA 94612			
Appellant's Mailing Address (For receipt of notices) 269 Chenery St., San Francisco CA 94131		Case Number T17-0518	Date of Decision appealed July 20, 2018
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* 10% not 5% as stated was used to calculate the rent after decrease of services.

2) Appealing the decision for one of the grounds below (required):

- a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
- b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
- c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
- d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
- e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*


For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on August 6, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Cathrine McCulloch
<u>Address</u>	345 Hanover
<u>City, State Zip</u>	Oakland, CA 94612
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	8/6/2018
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.

Detailed Explanation Accompanying Owner's Appeal

Case T17-0158
August 6, 2018
Dear Mr. Kasdin

I am requesting an appeal to the ruling in Case #T17-0158 primarily because there is a mathematical error in the appeal's calculations.

Under the Findings of Fact and Conclusion of Law Section 3rd Paragraph: *"The tenant's rent for the entire rental unit in which she lives is reduced by 5%, being \$275"*. This is not accurate because 5% of total rent is \$137.50 NOT \$275.00.

Since the rent board valued the current loss of services at 5%, the new rent should be reduced by 5% if the current loss of services are not mitigated by the owner.

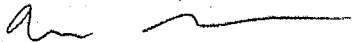
To explain my absence for the July 20, 2018 hearing; In reading the most recent communications from RAP (see highlighted text below) my understanding at the time was that there would be no hearing if I did not file an official response.

If the owner files a Response to the tenant's Petition within the aforementioned time limit, a Hearing in this case will begin:

Date: July 20, 2018
Time: 10:00 A.M.
Place: 250 Frank H. Ogawa Plaza, Ste. #5313 (Dalziel Building)
Oakland, CA

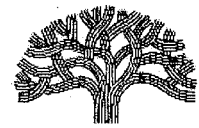
I was also confused when the tenant started paying full rent and assumed that she had come to her senses and dropped this issue. Please note that the tenant has never communicated to me directly any of the issues she described to the board. If she had I would have gladly asked that the RV be removed from the driveway. I have had no issues with the other tenants that live with her.

Sincerely,



Arik Cohen

000036



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

CORRECTED HEARING DECISION

CASE NUMBER: T17-0518, McCulloch v. Cohen
PROPERTY ADDRESS: 345 Hanover Ave., Oakland, CA
DATE OF HEARING: February 22, 2018
DATE OF DECISION: March 8, 2018
DATE OF CORRECTED DECISION: August 22, 2018
APPEARANCES: Catherine McCulloch (Tenant)
(No Appearance by Owner)

REASON FOR CORRECTED DECISION:

The owner did not appear at the Hearing on February 22, 2018. A Hearing Decision was issued on March 8, 2018 and was served by mail upon all parties. Thereafter, an Order was issued setting aside the Hearing Decision to allow the owner to file a response to the tenant's petition and to appear at a Hearing on July 20, 2018. The owner did not file a response to the petition, nor did he appear at the Hearing on July 20, 2018. Therefore, on July 20, 2018, an Order was issued which states that the original Hearing Decision remains in effect.

On August 6, 2018, the owner filed an appeal, in which he pointed out that the Hearing Decision contains miscalculations. Upon review of the Hearing Decision, it is found that both the Findings of Fact and Conclusions of Law, and the Order in the Hearing Decision, incorrectly state the amount of current rent reduction and the dollar amount to which the tenant's rent will increase in April 2019. This Corrected Hearing Decision is issued to remedy this error. The Hearing Decision dated March 8, 2018 is hereby amended only with regard to the Findings of Fact and Conclusions of Law, and the Order, as set forth below.

000037

This Corrected Hearing Decision is an entirely new Decision. There is a new time limit for the appeal of this Corrected Hearing Decision, as set forth below.

SUMMARY OF DECISION

The tenant's petition is granted.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on September 8, 2017, which alleges that her housing services have been decreased due to loss of access to a parking space in the driveway of the building in which she lives. The owner did not file a response to the petition, nor did the owner appear at the Hearing.

THE ISSUE

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

Factual Basis for the Petition: At the Hearing, the tenant testified that she is a tenant in the back unit of a 2-unit residential building, in which she lives with two roommates. There is a long, fairly wide driveway next to the building, which can accommodate 2 passenger cars parked side by side. When the tenant moved into the back unit, the tenant and owner agreed that the tenants in the back unit would have the use of 3 parking spaces in the driveway. This agreement was then memorialized in a lease dated April 15, 2015. The tenant submitted a page of a lease that the parties signed on that date.¹ A paragraph in this lease states, in part: "[T]he tenant is entitled to the exclusive use of the following parking (the 'Parking') on or about the premises: Imaginary line down the middle of drive way, half closest to house for back unit, half next to fence for front unit."

The tenant testified that half of the driveway can accommodate 3 passenger cars parked one behind another. The tenant and her roommates would park and move each other's cars so that all 3 parking spaces could be utilized. At some point, the owner's brother, Danny, moved into the front unit. In early August 2017, the owner told the tenant and her roommates that they would no longer have the right to park in the driveway unless Danny gave them permission to do so.

On August 6, 2017, the owner sent an email to the tenant and her roommates regarding a proposed new lease.² This email states, in part: "Regarding the parking, yes, going forward, it belongs to the front unit. I think Danny is coming home tomorrow so if you want to talk to him

¹ Exhibit No. 4. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence.

² Exhibit No. 6.

about how and if he is planning to share the driveway you should but ultimately moving forward it is up to him.”

In early August, Danny began parking a large motor home at various places in the driveway. The tenant submitted photographs of this motor home, which show that the driveway is not wide enough to accommodate both the motor home and a car.³ Further, there was a large trash pile at the back of the driveway portion away from the house. The existence of this trash pile effectively eliminated one potential parking space on this lane of the driveway. If the motor home were parked at the back of the driveway, one or two cars could be parked next to the house. If it were parked at the entrance to the driveway, there would be no room for any car to park next to the house.

The tenant is a Deputy Public Defender in Contra Costa County, and often needs to work late, at times until midnight or later. When she returns home from her office in Martinez, if she is unable to park in the driveway, she must find street parking, which is very difficult in the neighborhood in which she lives. On such occasions, she must walk alone for several blocks late at night. She is afraid to do so. In early August 2017, there was often one or no available parking spaces on the house side of the driveway, and one of her roommates would commonly park in the available space before the tenant returned home. Therefore, beginning in early August, the tenant tried living elsewhere, house or dog sitting for various friends when possible.

In early October 2017, Danny removed that trash pile so that there would be 2 available spaces next to the house if the motor home were parked at the far end of the driveway. The tenant’s third roommate has not owned a car since that time, so the tenant has had an available parking space next to the house. However, if the motor home is parked at the back of the driveway, and Danny tells the tenant and her roommates that he needs to leave in his motor home, or that he will be returning, they must move their cars to accommodate him. Further, the former third parking space is not available for the tenant’s visitors, who must look for difficult street parking.

Rent History: The tenant testified that the rent for the subject unit has been \$2,750 per month since August 2017.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The tenant’s documentary evidence and uncontroverted testimony is credited. It is clear that use of a parking space next to her residence is an important housing service for the tenant, a young woman who often works late hours. When the owner changed the terms of the original rental agreement by denying the tenant and her roommates exclusive use to park on half of the driveway, he significantly decreased the tenant’s housing services.

The owner’s action reduced the tenant’s package of housing services by 10% from August through September 2017 and by 5% from October 2017 to date. Although the tenant now has access to a parking space, the denial of a third space still has an impact upon the tenant. Her third roommate may buy a car and compete for one of the 2 parking spaces, and the tenant’s visitors are inconvenienced if they otherwise would be able to park in the driveway.

³ Exhibit Nos. 2 & 3

Because of the current decrease in housing services, the tenant's rent for the entire rental unit in which she lives is reduced by 5%, being \$137.50 per month. The rent for the unit is therefore reduced, to \$2,612.50 per month. This rent decrease will remain in effect until there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, as specified in the Order below. Further, as set forth on the following Table, the tenant has overpaid rent since August 2017.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Parking Space	1-Aug-17	30-Sep-17	\$2,750	10%	\$275.00	2	\$550.00
Parking Space	1-Oct-17	31-Mar-18	\$2,750	5%	\$137.50	6	\$825.00
TOTAL LOST SERVICES							\$1,375.00

RESTITUTION

MONTHLY RENT	\$2,750
TOTAL TO BE REPAID TO TENANT	\$1,375.00
TOTAL AS PERCENT OF MONTHLY RENT	50%
AMORTIZED OVER 6 MO. BY REG. IS	\$229.17

Conclusion: Because of ongoing decreased housing services, the rent for the entire rental unit is reduced to \$2,612.50 per month. The tenant has overpaid in the amount of \$1,375. The overpayment is ordered repaid over a period of 6 months.⁴ The rent for the rental unit in which the tenant lives is temporarily reduced by \$229.17 per month, to \$2,383.33 per month, beginning with the rent payment in April 2018 and ending with the rent payment in September 2018.

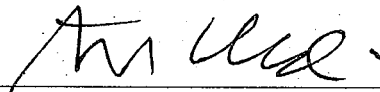
ORDER

1. Petition T17-0518 is granted.
2. The Base Rent for the entire rental unit in which the tenant lives is \$2,750 per month.
3. Because of an ongoing decrease in housing services, the current rent for the entire unit, before reduction due to rent overpayments, is \$2,612.50 per month.
4. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$1,375. This overpayment is adjusted by a rent reduction for 6 months.
5. The rent is temporarily reduced by \$229.17 per month, to \$2,383.33 per month, beginning with the rent payment in April 2018 and ending with the rent payment in September 2018.
6. In October 2018, the rent will increase to \$2,612.50 per month.

⁴ Regulations, Section 8.22.110(F)

7. The amount of rent due in September 2018 shall be adjusted for underpayments or overpayments in accordance with this Decision.
8. When there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, the owner may increase the rent by \$137.50 per month, after giving proper notice in accordance with Civil Code Section 827.
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: August 21, 2018



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T17-0518 (McCulloch v. Cohen)

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.

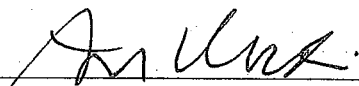
Today, I served the attached **Corrected Hearing Decision** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Catherine McCulloch
345 Hanover Ave.
Oakland, CA 94606

Arik Cohen
269 Chenery St.
San Francisco, CA 94131

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.

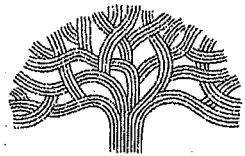
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 22, 2018, in Oakland, California.



Stephen Kasdin
Oakland Rent Adjustment Program

000042

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.
2018 SEP 11 AM 9:59

APPEAL

Appellant's Name Arik Cohen		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 345 Hanover Ave; Oakland CA 94612			
Appellant's Mailing Address (For receipt of notices) 269 Chenery St., San Francisco CA 94131		Case Number T17-0518	
		Date of Decision appealed Aug. 22, 2018	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* 10% not 5% as stated was used to calculate the rent after decrease of services.
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*


For more information phone (510) 238-3721.

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

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1

• **You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed.** •
 I declare under penalty of perjury under the laws of the State of California that on September 10, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Cathrine McCulloch
<u>Address</u>	345 Hanover
<u>City, State Zip</u>	Oakland, CA 94612
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	8/6/2018
---	----------

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.

Detailed Explanation Accompanying Owner's Appeal: Exhibit 2.
Catharine McCulloch car in driveway

Case T17-0158, September 10, 2018

Dear Mr. Kasdin

I am requesting an appeal to the ruling in Case #T17-0158 primarily because I thought that the issues brought up by the tenant were resolved in an email dated 9/19/2018. See Exhibit 2 on page 2 of this addendum.

I do not think it is fair that I am back-charged a total of \$1,375, see table below, for issues that I thought had been resolved on 9/19/2018.

Exhibit 1

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Parking Space	1-Aug-17	30-Sep-17	\$2,750	10%	\$275.00	2	\$550.00
Parking Space	1-Oct-17	31-Mar-18	\$2,750	5%	\$137.50	6	\$825.00
TOTAL LOST SERVICES							\$1,375.00

RESTITUTION

MONTHLY RENT	\$2,750
TOTAL TO BE REPAID TO TENANT	\$1,375.00
TOTAL AS PERCENT OF MONTHLY RENT	50%
AMORTIZED OVER 6 MO. BY REG. IS	\$229.17

During the period above, the tenant parked in the driveway. Therefore, there was no loss of service to her. As soon as I got the decision from RAP, March 31, 2018, I went and took a picture of her car in the driveway .

I also want to understand how to move forward. Questions include:

- 1) We have elongated the right side of the driveway to accomage three cars on the left side of the driveway. Is this sufficient?
- 2) If I decided not to allow the tenant to park in the driveway, what would be the penalty in rent reduction.

Sincerely,



Arik Cohen

000046

Detailed Explanation Accompanying Owner's Appeal: Exhibit 2.
Catharine McCulloch car in driveway



From: [Arik Cohen](#)
To: [Cat McCulloch](#)
Subject: Re: Missed Calls
Date: Tuesday, September 19, 2017 1:18:30 PM

There is no lease violation. You are free to park in the driveway just like Hannah has been doing. No one is keeping you from parking in the driveway and if they are you should let me know.

Arik Cohen P.E

On Sep 19, 2017, at 9:07 AM, Cat McCulloch <katiehmcc@gmail.com> wrote:

Hello Arik,

At this point, I don't think a phone call would be productive between the two of us. I will call you as soon as you make steps to resolving the violation of my lease. To date, you have done nothing to resolve the lease violation. I have said what I need to say. On several occasions, I have told you about the lease violation (taking away the parking guaranteed to me under the lease) and expressed my concern about the situation. On those occasions, I have also told you how you could resolve the lease violation. The only thing I can do is to repeat what I have already said. I don't want to continue to belabor my grievances. You are in the position of power. You have the power to resolve this situation. You can restore the services guaranteed to me under the lease. Please exercise your power and give me the services guaranteed to me under the lease.

Sincerely,

Cat McCulloch

On Mon, Sep 18, 2017 at 8:10 AM, Arik Cohen <cohen@kw-engineering.com> wrote:

Also, just so you know. This situation is causing me a lot of stress too. I woke up this morning and it's the first thing on my mind. I hope that you can get out of whatever frame of mind that you are in so we can talk about this like human beings. There are solutions and right now everything you say in email feels like a setup to me and paints a very one sided picture. I don't want to go through your words line by line and try understanding tone and intent. You sent me a certified letter so excuse me if I am misinterpreting your end goal.

Arik Cohen P.E

On Sep 17, 2017, at 8:29 PM, Arik Cohen <cohen@kw-engineering.com> wrote:

000048

Cat

Emails are not direct communication. You get to say what you want to say with no feedback from the recipient. There has been a week that has past before you responded. Honestly, we can't resolve this through email. You want to resolve it then call me.

Arik Cohen P.E

On Sep 17, 2017, at 7:04 PM, Cat McCulloch
<katiehmcc@gmail.com> wrote:

Hi Arik,

I hope you are well. I absolutely want to resolve this situation and put it behind me. As I have said before, this situation is incredibly stressful for me. I really want to be able to park my car. It is hard to resolve the situation when you say that nothing has changed. Things have changed. For more than a month there has been an RV parked in the part of the driveway that is guaranteed to the back unit per the lease. On August 6 you sent an email stating that the front tenant, Danny, is in charge of the parking. Hannah and I later had a conversation with Danny, who put strict restrictions on when/how/if ever we would be able to use the parking spaces. Since the RV, your statements that the parking is now under Danny's control, and my conversation with Danny- the parking situation has changed.

I am directly communicating with you Arik. Emails and letters are forms of direct communication. There are many reasons why I prefer to communicate in writing. One of the reasons is so that things don't get lost in communication. For instance, Danny has a different memory of the conversation he had with me. However, my housemate was present for the entire conversation and I took notes.

When I spoke with Danny, he told me that you had sold him the right to use the entire driveway for \$150 a month (the difference of the rent we pay and what the initially suggested rent increase of 12% would have had us paying). He said that every time we want to use the parking we would have to ask his permission. He said that if it became too big of a hassle for him and if the communication was not good he would not permit us to use the parking spaces. He said that there would

000049

be times that we would not be able to park in the driveway. He said that we could not work out a schedule for parking. He said that it would be on a day by day case by case basis. He said that he and Hannah, the tenant who did not protest the rent increase and in fact coalesced to the increase, have great communication and he was sure they could work something out. He indicated that I am not in the same category as Hannah. He then discussed how this arrangement was the result of needing to finance the house, and how that is directly tied to my actions. He sounded and visually appeared angry and upset with me. I told him that I wanted a guaranteed space to park. He said that was not possible under the current situation. I asked him if he would be willing to have the RV remain in the driveway, not park his car in the driveway, and let our unit take the remaining spots. He said no.

I am interested in a resolution. A resolution where my rights as a tenant are upheld and the services guaranteed to me under the lease are not sold off or otherwise cut off. If you want to resolve this situation please tell Danny to move his RV and give my unit our side of the driveway back. As an alternative, please tell Danny that he can keep the RV there if he does not use the remainder of the driveway. This would give our unit the ability to park three cars. I am truly interested in a resolution. This is the resolution I am interested in. Please send me a text or an email confirming that you agree to this.

Best,

Cat

On Thu, Sep 7, 2017 at 7:48 PM, Arik Cohen
<cohen@kw-engineering.com> wrote:

Hi Cat

The driveway is and has been open to your use. You just need to communicate with others sharing the driveway in scenario that you are forced to park

000050

behind someone. Nothing has changed.

Also in regards to your previous email. I talked to Danny and his interpretation of the conversation was very different than yours.

I called you again today but no answer.

You have not been willing to communicate with me directly for some time. It is very difficult to solve issues without direct communication. I truly want to resolve this situation and do not understand why you find it necessary to write me emails every other week and then go silent. This mode of communication is not effective, extremely frustrating, and leaves me feeling that you are not truly interested in resolution.

Please call me so we can discuss this and put it behind us.

Arik Cohen P.E

> On Sep 7, 2017, at 5:03 PM, Cat McCulloch
<katiehmcc@gmail.com> wrote:

>

> Hello Arik,

>

> I hope you are well. I received your calls, texts, and voice mails from Thursday and Friday. Sorry for the late response. Last week was pretty hectic for me. Also, in general, email is much easier for me. So please feel free to send me an email. Please let me know if you have any questions about my letter. Please let me know if you are going to tell the front tenant to stop parking in my parking space. I have been without a parking space for a month now. As I've stated in my letter and my petition to the rent board, this is a very uncomfortable and sad situation for me, but I will not belabor what I have already stated in my letter.

>

> Best,

>

> Cat McCulloch

Detailed Explanation Accompanying Owner's Appeal: Exhibit 3.
Catharine McCulloch car in driveway

March 31, 2018, 8:50:37 PM
4,838 of 8,103



117-0518

3

September 24, 2018

To Whom it May Concern,

This appeal is improper. The landlord has continuously failed to appear at hearings and file timely responses/appeals. The Rent Adjustment Program issued a decision in this matter on March 8, 2018. This was a final decision. As a tenant I should be able to rely on the finality of the Rent Adjustment Program's decision- more than a year has passed since the filing of this petition. I understand that a clerical error was made in this case. However, the landlord is trying to use this clerical error to appeal a decision that has already been reached. For this reason, I ask that the Rent Adjustment Program deny the landlord's request for an appeal in this matter. In the alternative, I ask that the appeal be restricted to the miscalculation.

On September 8, 2017, the tenant filed a petition in this matter. On February 22, 2018, a hearing was held in this matter. The tenant appeared at the hearing and provided testimony and evidence. The landlord did not appear at the hearing.

On March 8, 2018, the rent adjustment program issued an order regarding the ongoing decrease in housing services and rent over-payments for the back unit. Thereafter, the landlord contacted the Rent Adjustment Program stating that he had not received the tenant petition or the Notice of the Hearing because the documents were not mailed to the correct address.

On May 21, 2018, an order and notice of the new hearing date were mailed to the landlord. The hearing officer contacted the landlord via email and confirmed that the landlord received the materials. The landlord did not file a response. The landlord did not file a request for a new date.

On July 20, 2018, a new hearing was held. The tenant appeared at the rent adjustment program. Again, the landlord failed to appear. On July 20, 2018, the Rent Adjustment Program issued another order stating that the original hearing decision (the March 8, 2018 order) remains in effect. Thereafter, on or about August 6, 2018, the landlord contacted the Rent adjustment program and requested a corrected decision based on a mathematical miscalculation. No formal appeal was filed or received by the tenant.

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2018 SEP 26 AM 10:00

000053

On August 22, 2018 the Hearing Officer issued a corrected decision. The corrected decision is only in regards to a miscalculation in the rent decrease. The correction was made at the behest of Arik Cohen.

On September 10, 2018, I received an email with the landlord's appeal as an attachment. I have not been properly served with this appeal. Despite the fact that the corrected decision was made at the behest of the landlord, the landlord is now attempting to appeal the corrected decision in an attempt to get another hearing date/ chance to appeal a decision that was reached in March 2018 and again on July 20, 2018.

Furthermore, without again going into the substance of the petition, I informed the landlord about the parking issues/decrease in rent on numerous occasions. I have already provided the rent board with testimony and evidence to this effect.

I have experienced continued harassment by the landlord as the result of filing petitions with the Rent Adjustment Program. Over a year ago, I filed a petition with the Rent Adjustment Program regarding an unlawful rent increase as Mr. Cohen was attempting to increase the rent by 12%. As a response to this petition he restricted the tenants use to parking. I filed this instant petition with the rent board in response to Mr. Cohen's restricting our parking. On March 31, 2018, I informed Mr. Cohen of the Rent Adjustment Program's decision in this instant case. Mr. Cohen came to my house without permission at around 10 p.m. He banged on the windows and doors. He seemed irate and intoxicated. He threatened to tow my car and repeatedly yelled at me to come outside. I had to call the police to make him leave the premises. On that same date, he sent an email that I was never to park in the driveway ever again. He sent me a voicemail to the same effect. Frankly, I am physically afraid to be in the same room as Mr. Cohen who has shown himself to be aggressive and unpredictable.

For the foregoing reasons, I request that Arik Cohen's request for an appeal be denied. In the alternative, I request that the landlord's request for appeal be restricted to the correction that was made to the Hearing Officer's corrected decision- the miscalculation in rent.

Sincerely,



Catherine McCulloch

000054

CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case Nos. & Names T18-0172, Embaye v. Amin
 T18-0183, Embaye v. Amin

Property Address: 3133 Beaumont Ave., Oakland, CA

Parties: Cases Dismissed

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (CASE T17-0172)	February 29, 2018
Tenant Petition filed (CASE T17-0183)	March 7, 2018
Dismissal mailed to all parties in both cases	August 21, 2018
Tenant Appeal filed for both cases	September 6, 2018

T18-0172 MS/SK



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

RENT ADJUSTMENT PROGRAM
 For date stamp
 2010 FEB 29 AM 10:30

TENANT PETITION

2010 FEB 29 AM 10:31
 CITY OF OAKLAND
 RENT ADJUSTMENT PROGRAM

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 MICHAEL EMBAYE	Rental Address (with zip code) 3133 BEAUMONT AVE OAK, CA 94602	Telephone: 510-940-5952 E-mail:
Your Representative's Name SAID AMIN	Mailing Address (with zip code) 3133 BEAUMONT AVE OAK, CA 94602	Telephone: 415-850-0201 Email:
Property Owner(s) name(s) SUB OWNER SAID-AMIN	Mailing Address (with zip code) 3133 BEAUMONT AVE OAK, CA 94602	Telephone: 415-850-0201 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: **UPSTAIRS 5 UNITS**

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 checked="" type="checkbox"/> The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/> 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.

<input checked="" type="checkbox"/> (a) 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.)
<input checked="" type="checkbox"/> (b) 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). <u>Subowner</u>
<input checked="" type="checkbox"/> (c) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input checked="" type="checkbox"/> (g) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input checked="" type="checkbox"/> (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: YES Initial Rent: \$ 500 /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: 4 months. 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? <u>NO</u>
		From	To		
<u>NO</u>	<u>NO</u>	From <u>3/1/18</u>	To	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$ <u>500</u>	\$ <u>500</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$ <u>650</u>	\$ <u>700</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	<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.

PAID CASH FOR THE GARBAGE BAG

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.

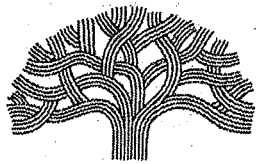
Michael Embury

Tenant's Signature

2/28/18

Date

T18-0183 M6/6K



CITY OF OAKLAND

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

For date stamp:
 RENT ADJUSTMENT PROGRAM
 2018 MAR -7 AM 11:57

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 MICHAEL ELABYE	Rental Address (with zip code) 3133 BEAUMONT AVE OAKLAND, CA 94602	Telephone: 510-940-5952 E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) SAID AMIN	Mailing Address (with zip code) 3133 BEAUMONT AVE OAKLAND, CA 94602	Telephone: 415-550-0201 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 4

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

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

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

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

(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
(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: around 9/1/15 Initial Rent: \$ 550⁰⁰ /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: NONE. 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		
2/28/18	2/28/18	\$ 650 ⁰⁰	\$ 700 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SOMETIME	IN 2017	\$ 650	\$ 650	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SOMETIME	IN 2017	\$ 550	\$ 600	<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

* 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

Feb 28th 2018

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).

HE IS VERY AGGRESSIVE

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.

Michael Embury

Tenant's Signature

3/7/18

Date

[Empty rectangular box]

[Empty rectangular box]

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, 6th Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

File Review

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

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

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

2010 MAR -7 AM 11:57

SALD AMIN -

I AFTER I FILED THE PETITION
HE TURNED OFF THE TV HE LEFT IN
THE DARK. HE MAKE US PAY FOR
THE TRASH BAG & I AM NOT SURE WHAT
ELSE IS GOING TO DO NEXT TIME.

Muhul Eusefe

3/7/18

DECLARATION OF MICHAEL EMBAYE RENT ADJUSTMENT PROGRAM
RENT ADJUSTMENT CASE NO. CASE FILED 2/28/18 -7 PM 12:11
(if applicable)

The purpose of this declaration is to inform the City of Oakland Rent Adjustment Program about what I think is a violation of the Rent Adjustment Ordinance.

I, MICHAEL EMBAYE, an adult, 18 years of age or older, declare as follows:
(please print your name)

THE LANDLORD REFUSED TO TAKE THE
MONTHLY RENT MONTH 650⁰⁰ (Six Hundred Fifty)
DOLLARS. HE HANDED IT BACK TO ME.

2018 MAR -7 PM 12:11

(attach extra sheets if necessary)

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

Executed at Oakland, California on 3/7/18, ~~2018~~ 2018

Michael Embaye
Signature

RENT ARBITRATION PROGRAM

2018 MAR - 7 PM 12:11

SENAYT G TESFAMICHAEL
3183 BEAUMONT AVE
Oakland, CA 94602

09901

DATE 3-1-18

9078/1211

PAY TO THE
ORDER OF

SIAD-AMIN

18

6,500 dollars

Six hundred fifty dollars

$\frac{6500}{100}$

DOLLARS



BANK OF AMERICA

3183 BEAUMONT AVE
OAKLAND, CA 94602
1-800-486-2211

FOR

Room Rent for the month March - 18



000065



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

Department of Housing and Community Development
Rent Adjustment Program

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

DISMISSAL

CASE NUMBERS: T18-0172 & T18-0183, Embaye v. Amin

PROPERTY ADDRESS: 3133 Beaumont Ave., Oakland, CA

HEARING DATE: August 21, 2018

INTRODUCTION

A Notice of Hearing was mailed to the parties, including the tenant petitioner, at his address. The Hearing came on regularly on August 21, 2018 at 10:00 A.M.

DISMISSAL

The Hearing was called at 10:20 A.M. The tenant did not appear and the Rent Adjustment Program received no communication regarding his non-appearance. The petition is dismissed because the tenant failed to appear at the Hearing.¹

RIGHT TO APPEAL

Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of 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 21, 2018


STEPHEN KASDIN
Hearing Officer
Rent Adjustment Program

¹ Regulations, Section 8.22.110(G)

PROOF OF SERVICE

Case Numbers: T18-0172 & T18-0183 (Embaye v. Amin)

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.

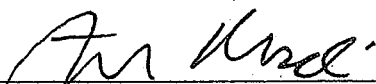
Today, I served the attached **Dismissal** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Michael Embaye
3133 Beaumont Ave.
Oakland, CA 94602

Said Amin
3133 Beaumont Ave.
Oakland, CA 94602

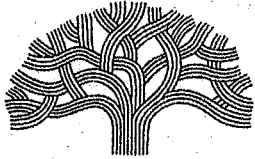
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 21, 2018, in Oakland, California.



Stephen Kasdin
Oakland Rent Adjustment Program

000067



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

Recd. 9-06-2018
Rent Adjustment
Program
APPEAL

Appellant's Name MICHAEL EMBAYE		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 3133 BEAUMONT AVE OAKLAND, CA 94602			
Appellant's Mailing Address (For receipt of notices) 3255 SAN PABLO AVE OAKLAND, CA 94608		Case Number T18-0172 & T18-0183	Date of Decision-appealed August 21 2018
Name of Representative (if any) T18-0183 T18-0172		Representative's Mailing Address (For notices) SALA A MAN 3133 BEAUMONT OAKLAND, CA 94602	

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

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

For more information phone (510) 238-3721.

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

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1

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

I declare under penalty of perjury under the laws of the State of California that on 9-6-18, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	SAID AMIN
Address	3133 BELMONT AVE
City, State Zip	OAKLAND, CA 94602
Name	
Address	
City, State Zip	

<u>Michael Embaye</u> SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	9-4-18 DATE
--	----------------

For more information phone (510) 238-3721.

I WAS DENIED SUFFICIENT OPPORTUNITY.
BECAUSE OF NOT RECEIVED THE HEARING DATE
DUE TO MOVED TO OTHER PLACE OR ADDRESS
I MADE THE NECESSARY ADDRESS CHANGE AT
THE POST OFFICE ON TIME.

Muhammad Embay
9-6-18

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.

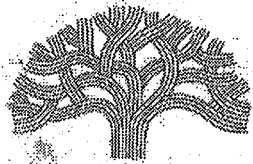
CHRONOLOGICAL CASE REPORT

Case No.: T18-0293
Case Name: Kelly v. The Claridge Hotel, LLC
Property Address: 634 15th Street, #613, Oakland, CA
Parties: Pariss Kelly (Tenant)
(No Appearance by the Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 29, 2018
No Owner Response filed	-----
Hearing Decision issued	January 22, 2019
Tenant Appeal filed	January 30, 2019

T18-0293 KM/LM



CITY OF OAKLAND

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

For date stamp

2018 MAY 29 AM 9:11

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 Pariss Kelly	Rental Address (with zip code) 634 15th st unit #613 Oakland, CA 94612	Telephone: 510-646-2797
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) Claridge Hotel LLC	Mailing Address (with zip code) 1201 Fulton Street San Francisco, CA 94117	Telephone: 1-415-861-3925
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 203

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.

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.)
	(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 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: October 3 2018 Initial Rent: \$ 600.00 /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: 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		
<u>12/05/2017</u>	<u>12/1/2018</u>	\$ <u>625.00</u>	\$ <u>650.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>NONE</u>	<u>3/12/2017</u>	\$ <u>600.00</u>	\$ <u>625.00</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

* 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:

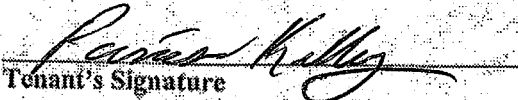
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

5-29-2018
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

5-29-2018

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

RECEIVED

MAR - 8 2019

RECEIVED RECEIVED
CITY OF OAKLAND
RENT ARBITRATION

ADJUSTMENT PROGRAM
From OAKLAND
2018 NOV - 20 AM 10: 28
2018 MAR 25 PM 3: 22
2018 NOV 20 AM 10: 36
2018 SEP 21 AM 10: 36
of rental, Original Address

Mr. Pariss Kelly Charidge Hotel, 634 15th Street, Oakland, CA 94612
510 646-2797
2238 17th Street Berkeley CA 94710 unit 177

Trial Department

To: Linda M. Moore Hearing officer TENANT, Vector Control
250 Frank H. Ogawa Plaza Suite 5813 Petition # 15 Services District
Oakland California 94612-2034
1131 Harbor Bay Parkway
Suite 166 Alameda CA
94502

ALL AREAS of the tenant Both Abuse of Process
PROCESS programs seeking retroactive
payout of penalties and interest
Fines and violation or Request
to change Date of Proceeding soon as possible

CC: Office of the City Auditor

- 1. Charidge Hotel, 634 Fulton Street, San Francisco Hearing officer Rent
94117-1507, MARICER. H. PREEZ OWNER.
- 2. Director Michelle Birel
City of Oakland, Hearing and
and Community, 250 Frank H. Ogawa
Plaza Oakland, CA 94612, 6th floor
- 3. Courtney Ruby City Auditor
2 Frank H. Ogawa Plaza 4th floor
Oakland CA 94612

Linda M. Moore
Adjustment Program
Maxine Visaya

- 2. Maryann Hashim
Deputy Director
- 8 Pam Hall, 250 Frank
H. Ogawa Plaza 6th floor
Relocation program CA
94612

John Foyer Inspector 250 Frank H. Ogawa Plaza Suite
2340 Oakland, California 94612-2036 Planning and Department
Bureau of Building, Permitting, Inspection and Code Enforcement
Services

Robert Gay Supervisor 1131 Harbor Bay Parkway Alameda CA

000077

DEPARTMENT of ENVIRONMENTAL

Vector Control SERVICES District
1131 Harbor Bay Parkway, Suite 166
Alameda, CA 94502

To VEO Michech Heung - Supervisor Paul Cooper

The document that was mailed to Parris Kelly
There are a few omissions in this report as it purport
needs review,

1. Parris Kelly my name is spelled Parris Kelly
2. unit 613 has been sprayed over a hundred times
3. A Breach of obligation the unit qualifies at this point
as substandard buildings 12920.3 code unit 613 is substandard
because of infestation.
4. please disqualify this unit 613, it has been sprayed
over a hundred times.
5. I need a final report to send to code
enforcement, possible 3.32.026 Disqualification
of irresponsible contractor - Effect of disqualification -
material omission that, by The Claridge Hotel LLP
Agent for, owner MANICHA PEREZ.
6. Please make corrections,

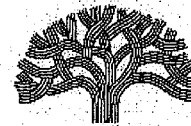
Parris Kelly
3-5-2019

2019 MAR - 5 PM 3:22
2019 MAR - 4 AM 9:58
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

Alameda County Health Care Services Agency Vector Control Services District Request for Services		Report Date: 02/25/2019 CensusTract: 4028
Request Number: 2019-000469	Location: 634 15th Street 613 Oakland, CA 94612	
Contact Name: Parris Kelly Phone: 510-646-2797	Reported By Name: Parris Kelly Address: Phone: 510-646-2797 Alt Phone: Email Address:	
Reason for Request: cockroaches	Priority: 1-3 Days	
Assigned To: Michael Heung	District: 1	
Received By: Patrice Rogers	Date Received: 02/07/2019	
Reason: 30 - Cockroaches		
REPORT OF INVESTIGATION		
Date: 02/11/2019 VCO: Michael Heung Reason: Cockroach - German Services: 01 - Initial Request Narrative: Visited and both the management staff, Nicole and tenant, Parris were interviewed. Signs of cockroach including live ones were observed on the wall, under the refrigerator and microwave in unit 613. Parris was advised to have a better house keeping; make his unit ready for treatment prior to the arrival of the exterminator, and to render full cooperation with the management and the pest control company. Nicole was advised to arrange a pest control company to address the problem. Claridge Hotel is under the management of SF Rent. The head of the maintenance department, Kevin (415-241-0100) was contacted over the phone. He was informed of my findings and advised to: - hire a licensed pest control company to address the cockroach problem; - caulk all the cracks and crevices in unit 613 to eliminate the cockroach hiding space; - treat the neighboring units (left and right, up and down); and - treat other units wherever necessary. Kevin promised to make the arrangement.		
Date Investigated: 02/11/2019	Investigated By: <u>Michael Heung</u> Signature	
Date Closed:		

2019 MAR - 4 AM 9:58
 2019 MAR - 5 PM 3:22
 RECEIVED
 CITY OF OAKLAND
 RENT ARBITRATION PROGRAM
 Page 1 of 1

000079



250 FRANK H. OGAWA PLAZA, SUITE 5313, 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: T18-0293, Kelly v. The Claridge Hotel, LLC
PROPERTY ADDRESS: 634 15th St., Unit #613, Oakland, CA
DATE OF HEARING: November 15, 2018
DATE OF DECISION: January 11, 2019
APPEARANCES: Pariss Kelly, Tenant
No Appearance by Owner

SUMMARY OF DECISION

The tenant petition is granted in part.

CONTENTIONS OF THE PARTIES

On May 29, 2018, the tenant filed a petition contesting two prior rent increases, and alleging code violations, decreased housing services and serious problems with the condition of the subject unit.

The owner did not file a response to the tenant petition and did not appear at the hearing.

THE ISSUES

- (1) Did the tenant receive the Notice of the Rent Adjustment Program?
- (2) Are the contested rent increases valid?
- (3) Have the tenant's housing services been decreased, and if so, by what amount?

000080

EVIDENCE

Background

The tenant moved into the subject property on October 3, 2012, at an initial monthly rent of \$600.00. The tenant stated on his petition that he moved into the unit on October 3, 2018, but corrected the year to 2012 at the hearing. The subject unit is located in a residential building containing two hundred three (203) residential units. The tenant's current monthly rent is \$650.00 as of February 1, 2018.

Rent Increases

The tenant is contesting the following two rent increases:

1. from \$600.00 to \$625.00, effective June 1, 2016; and
2. from \$625.00 to \$650.00, effective February 1, 2018.

The tenant paid the rent increases and submitted copies of statements (4 pages) issued by the Claridge Hotel LLC to the tenant, listing the payments, dates and monthly rent amounts paid from June 1, 2016, through May 4, 2018.¹

RAP Notice

The tenant stated on his petition and testified at the hearing that he never received the notice of the existence of the Rent Adjustment Program (RAP Notice).

Code Violations/Decreased Housing Services

No Heat: The tenant submitted a copy of the Notice of Violation, dated April 16, 2018, which noted that there was no heat in the unit and that the unit flooring was damaged due to moisture and needed to be replaced.² The tenant testified at the hearing that the floor was fixed and that the heater was replaced but did not work. At the time of the hearing, the heater still did not work.

Bed Bugs/Roaches: The tenant submitted a copy of the Vector Control report, dated April 6, 2018, which noted evidence of bed bugs and cockroaches in the unit.³ The tenant testified at the hearing that his unit was sprayed at least twenty times in 2018 and at least sixty-eight times for pest control since the new management

The tenant also submitted copies of two Services Requests, dated March 28, 2018, and April 18, 2018, which notices the same issues noted on the Notice of

¹ Exhibit A

² Exhibit B

³ Exhibit C

Violation and the Vector report as follows: bed bugs and roach infestation, cracked floor, leaky heater.⁴

The tenant submitted copies of Notice to Enter Dwelling Unit by the owner, showing the dates when the tenant's unit was entered for the purpose of inspection (March 22, 2018), pest control service (March 28, April 10, April 25 and June 25, 2018), and to make necessary repairs (April 20, 2018).⁵

No Response and No Appearance by the Owner

On August 9, 2018, a Landlord Notification of Tenant Petition and a Notice of Hearing were mailed to the owner's address with a proof of service. The mail was not returned as non-delivered. Both documents were properly served. The owner did not file any response. On November 15, the hearing came on regularly at 10:00 a.m. as scheduled without the appearance of the owner. The Hearing Officer waited until 10:15 a.m. for the owner to appear. The owner did not appear and did not contact the office. The hearing was properly noticed and proceeded without the owner.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Exemption

The Rent Adjustment Program has records of prior cases regarding the same owner and the same subject property. The cases held that certain units located at 634 15th St. are exempt from the Rent Adjustment Program as units whose rents are controlled and regulated by a governmental authority called California Tax Credit Allocation Committee ("TCAC"). However, in this case, the owner did not appear and did not submit any evidence that the subject unit #613 falls under the TCAC exemption. Therefore, this Hearing Decision cannot address the exemption issue and the rental unit is a covered unit under the Rent Ordinance.

No RAP Notice - Rent Increases Invalid

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program at the start of a tenancy⁶ and together with any notice of rent increase.⁷ 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 the required RAP notice.⁸

⁴ Exhibit D

⁵ Exhibit E

⁶ O.M.C. §8.22.060(A)

⁷ O.M.C. §8.22.070(H)(1)(A)

⁸ O.M.C. §8.22.060(C)

The owner never provided the RAP notice to the tenant at any time during his tenancy. Therefore, all contested rent increases are invalid.

Restitution and Calculation of Rent Overpayment

Because the owner never provided the RAP notice to the tenant, and the tenant paid the rent increases, the rent will roll back to \$600.00, the amount the tenant paid prior to the first contested rent increase. In addition, the tenant will receive a credit for rent overpayments when the tenant paid the increased rent as shown on the Restitution Table below:

OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Feb-18	1-Nov-18	\$650	\$600	\$ 50.00	10	\$ 500.00
1-Mar-16	1-Jan-18	\$625	\$600	\$ 25.00	23	\$ 575.00
				\$ -		-
				\$ -		-
TOTAL OVERPAID RENT						\$ 1,075.00

RESTITUTION		
	MONTHLY RENT	\$600
	TOTAL TO BE REPAYED TO TENANT	\$ 1,075.00
	TOTAL AS PERCENT OF MONTHLY RENT	179%
AMORTIZED OVER	MO. BY REG. IS	
OR OVER 12	MONTHS BY HRG. OFFICER IS	\$ 89.58

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent⁹ and may be corrected by a rent adjustment.¹⁰ 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 a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."¹¹ The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

⁹ O.M.C. §8.22.070(F)

¹⁰ O.M.C. §8.22.110(E)

¹¹ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

In a decreased services case, the tenant must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief.

Heater: The owner replaced the heater but it was leaking and not functioning properly. As of the date of the hearing, seven months after the issuance of the Notice of Violation, the tenant testified that he still did not have a working heater. A reasonable time to repair the heater would have been within thirty days of the issuance of the Notice of Violation, dated April 16, 2018. Therefore, this claim reduces the package of housing services by 10% (\$60.00) per month from May through November 2018. The tenant is entitled to a credit of \$420.00 (\$60 x 7 months).

Pest Infestation/Damaged Floor: The tenant testified that the owner began pest control treatment immediately after receiving notice from the tenant. The damaged floor noticed in the Notice of Violation was also repaired. Because the owner acted reasonably in addressing these issues after receiving the notice, these claims are denied.

The tenant is entitled to a total credit of \$1,495.00 (\$1,075.00 + \$420.00) due to overpaid rent and past decreased housing services. This amount will be adjusted by a rent decrease as stated in the Order below.

ORDER

1. Tenant Petition T18-0293 is granted in part.
2. The rent increases are not valid. The monthly base rent remains \$600.00.
3. The tenant is entitled to a total credit of \$1,495.00, due to rent overpayments and past decreased housing services. In addition, the rent will be further reduced by 10% due to ongoing decreased housing service relating to the heater. The credit and ongoing reduction will be applied as follows:

Base Rent	\$ 600.00
-tenant overpayments due to invalid rent increases and passed decreased services (\$1,495 divided by 12 months)	124.58
- rent to be paid for the next twelve (12) months	\$ 475.42
- current decreased housing services 10% of \$600.00 due to no working heater	-60.00
Net current monthly rent	\$ 415.42

4. Upon repairing the heater, the owner may increase the monthly rent by \$60.00 in accordance with the notice requirements of California Civil Code §827. This is not a rent increase but restoration of service.

5. After twelve (12) monthly payments, the rent will increase by \$124.58. This is not a rent increase but ending of the restitution period. The owner must send the rent increase notice in accordance with the Rent Ordinance and the notice requirements of California Civil Code §827.

6. The owner is otherwise entitled to increase the tenant's rent six months after proper service of the Notice of the existence of the Rent Adjustment Program and in accordance with California Civil Code §827.

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: January 11, 2019



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T18-0293

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

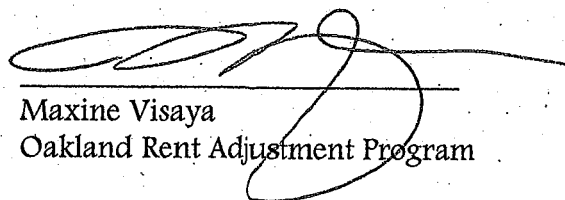
Owner
The Claridge Hotel, LLC
1201 Fulton Street
San Francisco, CA 94117

Tenant
Pariss Kelly
2238 7th Street #A
Berkeley, CA 94710

Tenant
Pariss Kelly
634 15th Street #613
Oakland, CA 94612

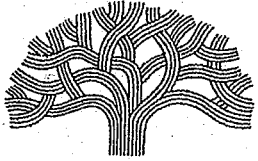
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
Executed on January 22, 2019 in Oakland, CA.



Maxine Visaya
Oakland Rent Adjustment Program

000086



CITY OF OAKLAND

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

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APPEAL

Appellant's Name <i>Pariss Kelly</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>634 15th STREET, OAKLAND CA 94612 #613</i>			
Appellant's Mailing Address (For receipt of notices) <i>2238 7th STREET Berkeley CA</i>		Case Number <i>118-0293</i>	Date of Decision appealed <i>1-11-2019</i>
Name of Representative (if any) <i>Pariss Kelly PROPER</i>		Representative's Mailing Address (For notices) <i>SOME</i>	

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* *YES*
- 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.

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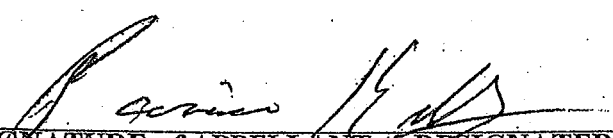
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- f) I was denied a sufficient opportunity to present my claim or response to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that 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: 23 pages

• 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 1-30, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Pariss Kell-1
<u>Address</u>	634 15th STREET
<u>City, State Zip</u>	OAKLAND, CA 94612 #613
<u>Name</u>	Claridge Hotel LLC
<u>Address</u>	1201 Fulton STREET
<u>City, State Zip</u>	San Francisco 94117

	<u>1-30-2019</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

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IMPORTANT INFORMATION:

This appeal must be received by the Rent Adjustment Program, 2018 Frank Ogawa Plaza, Suite 53 13, 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.

Pariss Kelly Plaintiff
 vs
 Charidea Hotel LLC
 1201 Fulton Street
 San Francisco, 94117 District
 Maricela Perez Owerin

City of Oakland
 Rent Adjustment Program
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 OAKLAND CA 94612-0843
 510-238-3723
 Date 1-30-2019

APPEAL
 Statement

I, Pariss Kelly comes now with Appeal statement
 Material Facts was left out, I submitted pleading
 statement at the Hearing 11-15-2018, plus the Hearing
 Decision was mailed later, The document was completed
 -11-2018 AN was mailed 1-24-2019 Pariss Kelly received
 + 1-28-2019 inadvertent error by Rent Adjustment
 Program 14 TEEN Days later

Material Facts that were missing are; math error
 The entitled amount 1,495.00 for 12 months
 plus \$60.00 due to no working heater is incorrect
 my current rent is \$650.00 a month, the order has lowered
 my rent to \$415.00. The difference of \$235.00 x 12 months is
 = 2820 which is an overpayment, the correct amount is
 \$1,533.00 Ambiguous, misleading.

2. decreased Housing services by a preponderance of
 the evidence is 34, Heating code Breach of contract
 Intermittently 28 179201 substandard building code
 Heating violation Health and safety 8 hours off
 Heater 16 hours 000090

Continuance

Appeal

Statement

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HUMAN RIGHTS APPEALS PROGRAM
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3. Michelle Bird Director
Sept 6 2018, The Facts
that Centro Legal de la Raza

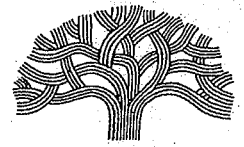
Improper Action Asking for
Recusal or Disqualification

4. Summary of Housing
Brief Services
Centro Legal de la Raza
Attorney Leah Simon-Weisberg
Minerva Galis

5. Director Michelle Bird
Demand for Removal
Centro Legal de la Raza

6. Defective Re-petition
May 16th May 18th
Improper Submission

Jan 16th
1-30-2019



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 630, OAKLAND, CALIFORNIA 94612-2034
2018 NOV 29 PM 12:27
2019 JAN 30 AM 10:08

Housing and Community Development Department
Director's Office

(510) 238-3015
FAX (510) 238-2087
TDD (510) 238-3254

Sept. 6, 2018

Mr. Pariss Kelly
634 – 15th Street, Unit #613
Oakland, CA 94612

Dear Mr. Kelly,

I am in receipt of your letter dated July 3, 2018 and back-up documents, as well as documents sent to City Auditor Brenda Roberts, raising concerns about the legal services you received from Centro Legal de la Raza in addition to various other concerns. I appreciate the time you have taken to prepare documentation pertaining to your situation and the concerns you have registered. Below is a response to the concerns raised in the letter and accompanying documentation.

1. **Removal of Centro Legal de la Raza:** On May 16, 2018 Centro Legal de la Raza prepared and submitted a Tenant Petition on your behalf pertaining to issues you are having with your landlord. This petition was incomplete. Centro legal de la Raza corrected the error by completing the section that was missing, and on May 18th submitted a corrected version using the same Tenant Petition from May 16th which included your signature. This petition was accompanied by a letter stating that the prior petition should be disregarded.

On May 29, 2018 you submitted a new Tenant Petition that you filled in and on May 30, 2018, you requested that both the May 16th as well as the May 18th petitions be disregarded. Based on the latest Tenant Petition you submitted, a Hearing is now set for November 15, 2018 at which time your case will be heard by a Hearing Officer.

City of Oakland staff has informed Centro Legal de la Raza that an omission such as you experienced does not meet the City's standards for performance and they agreed that they will be more careful, acknowledging that this was a case of human error. The City will not be removing Centro Legal de la Raza from their role delivering legal services to low income tenants, however we do monitor their work closely to ensure they maintain a high level of performance. We will pay close attention to this type of issue.

With respect to your accusation of a false signature, it is the practice of Centro Legal de la Raza to use existing client signatures in a case where there is an addition of information to add to a petition, as opposed to requiring a new signature. As such they did not falsely sign on your behalf and we have been informed that the resubmittal using a current signature was done in agreement with you.

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With respect to the accusation of Centro Legal de la Raza aiding and abetting the Claridge Hotel LLC and their staff and representatives, we do not find that this is the case as they are not exclusively represent tenants and have informed us that they have had no communication with these parties.

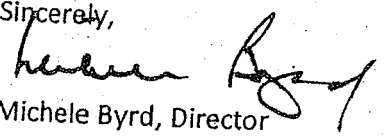
2. **Hearing Notice:** Mr. Keith Mason informs me that you have a concern with the formatting of the Hearing Notice and the use of last names only for parties to a case. This is the City of Oakland Rent Adjustment Program's practice, and we will not be modifying that. The hearing is set for November 15, 2018 and we do hope you will make use of your due process rights as the petitioner in this case.

3. **City of Oakland Housing Resource Center Relocation Program:** A reference to "abuse of process" is handwritten on a form applying for the City's relocation program. Our relocation program staff are not in receipt of this application, and we are not clear about what process you feel has been abused. However, if you would think you are eligible and would like to apply, please contact Pam Hall at 510.238.3125.

4. **City of Oakland Planning and Building Department:** A reference to "abuse of process" is handwritten on a Notice of Violation and Record Detail with Comments document. We are not clear about what process you feel has been abused. A City inspector opened a case pertaining to your unit (634 - 15th Street, Unit #613). An inspection was made, violations were found, and the owner was cited. The inspector returned to the property five weeks later and inspected the property and found that repairs were made and all violations addressed. At that point, the case was closed.

I hope that this letter adequately addresses your concerns.

Sincerely,



Michele Byrd, Director
Housing & Community Development Department

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2018 SEP 31 AM 8:19

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Paris Kelly Plaintiff

vs

Charidge Hotel

1201 Fulton Street

San Francisco, CA 94117 Defendant

Marilyn Perez Duerer

CITY OF OAKLAND

Rent Arbitration Program

OAKLAND, CA 94612-0243

2019 JAN 30 AM 10:08

510-238-3721

Date 1-13-2019

To Linda M Morza
Hearing offer, 250 Frank H O'Drara
Plaza, Suite 5313, Oakland, California
94612-2034.

\$34.
Intermittently
Heating violation
\$17,920.3 Substandard
buildings. Infestation
Violation

I Paris Kelly comes now with evidence's material fact that there are problems that still exist. At the Charidge Hotel, 634 15th Street, Oakland, CA 94612, 613 unit, \$34, Heating intermittently working 11-1-2018. Code Enforcement violation verified unit 613, wood floor worn and moisture damaged by 100 year old Radiator or Heater Pictures of Heater are available, plus gaps and open joints else where making it difficult or impossible to clean, smoke alarm battery exhausted and beeping, due to neglect, the management is in my room every month for the last 4 years. 2-21-2018 Code Enforcement at 8:30 AM John Foyer inspector Abated, Damage 1/2 per was replaced and new radiator installed, Radiator was not functional at the time of the inspection. Next visit or inspection by code enforcement date opened 3-10-2018 site visit 10-11-2018 John Foyer Turned knob on radiator, state nothing happened because the building boiler was not on, time of inspection 2:22 PM 11-29-2018 Inspected unit 613 with smart and Alarm Vector Control. THE Radiator in room is off at time of inspection 1:46 PM 5-12-7-2018 Inspected with smart vector control Heating Benjamin 2:18:45 AM system was working no violation found.

\$34 EVERY dwelling capable of maintaining a minimum room temperature of 20 DEGREES F for 24 hours a day. There are Heating Violation in Room 000094

§ 28. Electrical—Building Regulations*This is for Existing buildings*

Except as otherwise permitted or required by Division 13, Part 1.5, of the Health and Safety Code, by this subchapter or by other applicable laws and regulations, all buildings and structures subject to this subchapter shall comply with the regulations contained in the California Electrical Code, Part 3, Title 24, California Code of Regulations.

AUTHORITY

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Sections 17921, 17922, Health and Safety Code.

HISTORY

1. Change without regulatory effect amending section filed 6-23-2004 pursuant to section 100, title 1, California Code of Regulations (Register 2004, No. 26).

§ 30. Plumbing—Building Regulations

Except as otherwise permitted or required by Division 13, Part 1.5, of the Health and Safety Code, by this subchapter, or by other applicable laws and regulations, all buildings and structures subject to the provisions of this subchapter shall comply with the regulations contained in the California Plumbing Code, Part 5, Title 24, California Code of Regulations.

AUTHORITY

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Sections 17921, 17922, Health and Safety Code.

HISTORY

1. Change without regulatory effect amending section heading and section filed 6-23-2004 pursuant to section 100, title 1, California Code of Regulations (Register 2004, No. 26).

Article 5. Existing Buildings**§ 32. Space, Occupancy, and Maintenance**

Except as otherwise permitted or required by Health and Safety Code, Division 13, Part 1.5, this subchapter or by other applicable laws and regulations, and the provisions of the 1997 Edition of the Uniform Housing Code, Chapters 4, 5, and 6, and Sections 701.2 and 701.3, as adopted by the International Conference of Building Officials, with the following State amendments, are hereby incorporated by reference and shall apply to buildings or structures subject to the provisions of this subchapter.

(a) **HOT WATER** is water supplied to plumbing fixtures at a temperature of not less than 110 degrees F (43.3 degrees C).

(b) **MECHANICAL CODE** is the California Mechanical Code contained in Part 4, Title 24, California Code of Regulations.

(c) **PLUMBING CODE** is the California Plumbing Code contained in Part 5, Title 24, California Code of Regulations.

AUTHORITY

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Section 17922, Health and Safety Code.

HISTORY

1. Amendment filed 6-5-86; effective thirtieth day thereafter (Register 86, No. 23).

2. Amendment filed 5-24-89; operative 6-23-89 (Register 89, No. 22).

3. Amendment filed 9-21-92; operative 10-21-92 (Register 92, No. 39).

4. Amendment filed 4-28-95; operative 4-30-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 17).

5. Change without regulatory effect adding new subsection (a) designator and new subsection (b) filed 7-10-95 pursuant to section 100, title 1, California Code of Regulations (Register 95, No. 28).

6. Amendment filed 7-23-98; operative 8-22-98 (Register 98, No. 30).

7. Change without regulatory effect amending first paragraph filed 6-23-2004 pursuant to section 100, title 1, California Code of Regulations (Register 2004, No. 26).

§ 34. Heating

(a) Every dwelling unit and guest room used or offered for rent or lease shall be provided with heating facilities capable of maintaining a minimum room temperature of 70 degrees F at a point three feet above the floor in all habitable rooms, and when the heating facilities are not under the control of the tenant or occupant of the building owner and/or manager, shall be required to provide that heat at a minimum temperature of 70 degrees F, 24 hours a day. These facilities shall be installed and maintained in a safe condition and in accordance with Chapter 37 of the Uniform Building Code, the Uniform Mechanical Code, and other applicable laws. No unvented fuel burning heaters shall be permitted. All heating devices or appliances shall be of the approved type.

(b) The provisions of Subsection (a) are subject to the exemption for existing buildings provided in Section 103, of the Uniform Housing Code.

(c) Those buildings and structures which are exempt from the requirements of Section 103 shall be provided with heat at a temperature as close to 70 degrees F as the existing heating facilities are capable of providing at a point three feet above the floor in all habitable rooms when the heating facilities are not under the control of the tenant.

AUTHORITY

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Sections 17920.3, 17921 and 17922, Health and Safety Code.

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§ 17920.3 substandard buildings
Infestation of insects
5 pages

(e) "Enforcement" means diligent effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this part, "enforcement" may, but need not include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to these existing buildings.

(f) "Fire protection district" means any special district, or any other municipal or public corporation or district, which is authorized by law to provide fire protection and prevention services.

(g) "Labeled" means equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization, approved by the department, that maintains a periodic inspection program of production of labeled products, installations, equipment, or materials and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

(h) "Listed" means all products that appear in a list published by an approved testing or listing agency.

(i) "Listing agency" means an agency approved by the department that is in the business of listing and labeling products, materials, equipment, and installations tested by an approved testing agency, and that maintains a periodic inspection program on current production of listed products, equipment, and installations, and that, at least annually, makes available a published report of these listings.

(j) "Mold" means microscopic organisms or fungi that can grow in damp conditions in the interior of a building.

~~(k)~~ (k) "Noise insulation" means the protection of persons within buildings from excessive noise, however generated, originating within or without such buildings.

~~(k)~~ (l) "Nuisance" means any nuisance defined pursuant to Part 3 (commencing with Section 3479) of Division 4 of the Civil Code, or any other form of nuisance recognized at common law or in equity.

~~(m)~~ (m) "Public entity" has the same meaning as defined in Section 811.2 of the Government Code.

~~(m)~~ (n) "Testing agency" means an agency approved by the department as qualified and equipped for testing of products, materials, equipment, and installations in accordance with nationally recognized standards.

HISTORY

Amended by Stats. 1997, Ch. 645, Sec. 2. Effective January 1, 1998. Amended by Stats. 2015, Ch. 720, Sec. 2. Effective January 1, 2016.

§ 17920.3. Substandard buildings

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

(1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

(2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.

(3) Lack of, or improper kitchen sink.

(4) Lack of hot and cold running water to plumbing fixtures in a hotel.

(5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.

(6) Lack of adequate heating.

(7) Lack of, or improper operation of required ventilating equipment.

(8) Lack of minimum amounts of natural light and ventilation required by this code.

(9) Room and space dimensions less than required by this code.

(10) Lack of required electrical lighting.

(11) Dampness of habitable rooms.

(12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.

(13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.

~~(13)~~ (14) General dilapidation or improper maintenance.

~~(14)~~ (15) Lack of connection to required sewage disposal system.

~~(15)~~ (16) Lack of adequate garbage and rubbish storage and removal facilities, as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the lack of adequate garbage and rubbish removal facilities can be determined by a code enforcement officer as defined in Section 829.5 of the Penal Code.

(b) Structural hazards shall include, but not be limited to, the following:

(1) Deteriorated or inadequate foundations.

(2) Defective or deteriorated flooring or floor supports.

(3) Flooring or floor supports of insufficient size to carry imposed loads with safety.

(4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.

(5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.

(6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.

(7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.

(8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.

(9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross-connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

(g) Faulty weather protection, which shall include, but not be limited to, the following:

(1) Deteriorated, crumbling, or loose plaster.

(2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.

(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those that are specifically allowed or approved by this code, and that have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

"Substandard building" includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

HISTORY

Amended by Stats. 2013, Ch. 89, Sec. 2. Effective January 1, 2014. Amended by Stats. 2015, Ch. 720, Sec. 2. Effective January 1, 2016.

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R303.4 Ventilation. Ventilation air rates shall be in compliance with the California Mechanical Code.

R303.5 Opening location. Outdoor intake and exhaust openings shall be located in accordance with Sections R303.5.1 and R303.5.2.

R303.5.1 Intake openings. Mechanical and gravity outdoor air intake openings shall be located not less than 10 feet (3048 mm) from any hazardous or noxious contaminant, such as vents, chimneys, plumbing vents, streets, alleys, parking lots and loading docks.

For the purpose of this section, the exhaust from dwelling unit toilet rooms, bathrooms and kitchens shall not be considered as hazardous or noxious.

Exceptions:

1. The 10-foot (3048 mm) separation is not required where the intake opening is located 3 feet (914 mm) or greater below the contaminant source.
2. Vents and chimneys serving fuel-burning appliances shall be terminated in accordance with the applicable provisions of Chapters 18 and 24.
3. Clothes dryer exhaust ducts shall be terminated in accordance with Section M1502.3.

R303.5.2 Exhaust openings. Exhaust air shall not be directed onto walkways.

R303.6 Outside opening protection. Air exhaust and intake openings that terminate outdoors shall be protected with corrosion-resistant screens, louvers or grilles having an opening size of not less than $\frac{1}{4}$ inch (6 mm) and a maximum opening size of $\frac{1}{2}$ inch (13 mm), in any dimension. Openings shall be protected against local weather conditions. Outdoor air exhaust and intake openings shall meet the provisions for exterior wall opening protectives in accordance with this code.

R303.7 Interior stairway illumination. Interior stairways shall be provided with an artificial light source to illuminate the landings and treads. The light source shall be capable of illuminating treads and landings to levels of not less than 1 foot-candle (11 lux) as measured at the center of treads and landings. There shall be a wall switch at each floor level to control the light source where the stairway has six or more risers.

Exception: A switch is not required where remote, central or automatic control of lighting is provided.

R303.8 Exterior stairway illumination. Exterior stairways shall be provided with an artificial light source located at the top landing of the stairway. Exterior stairways providing

access to a basement from the outdoor grade level shall be provided with an artificial light source located at the bottom landing of the stairway.

R303.8.1 Sunroom additions. Required glazed openings shall be permitted to open into sunroom additions or patio covers that abut a street, yard or court if in excess of 40 percent of the exterior sunroom walls are open, or are enclosed only by insect screening, and the ceiling height of the sunroom is not less than 7 feet (2134 mm).

R303.8.1.1 Passive solar energy collectors. When a passive solar energy collector is designed as a conditioned area it shall comply with the California Energy Code. Nonconditioned passive solar energy collectors are exempt from the California Energy Code.

R303.9 Required heating. Where the winter design temperature in Table R301.2(1) is below 60°F (16°C), every dwelling unit shall be provided with heating facilities capable of maintaining a room temperature of not less than 68°F (20°C) at a point 3 feet (914 mm) above the floor and 2 feet (610 mm) from exterior walls in habitable rooms at the design temperature. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Note: See Section R301.1.1.1 for limited-density owner-built rural dwellings.

SECTION R304 MINIMUM ROOM AREAS

R304.1 Minimum area. Habitable rooms shall have a floor area of not less than 70 square feet (6.5 m²).

Exceptions: Kitchens.

R304.2 Minimum dimensions. Habitable rooms shall be not less than 7 feet (2134 mm) in any horizontal dimension.

Exceptions:

1. Kitchens.
2. Limited-density owner-built rural dwellings. See Section R301.1.1.1.

R304.3 Height effect on room area. Portions of a room with a sloping ceiling measuring less than 5 feet (1524 mm) or a furred ceiling measuring less than 7 feet (2134 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required habitable area for that room.

R304.5 Efficiency dwelling units. (HCD 1) Unless modified by local ordinance pursuant to Health and Safety Code

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solar-heating devices shall be deemed as complying with the requirements of this section. If nonrenewable fuel is used in these dwellings, rooms so heated shall meet current installation standards.

3. [OSHPD 1, 2, 3 & 4] Space heating systems shall comply with the requirements of the California Mechanical Code.
4. [HCD 1] When a passive solar energy collector is designed as a conditioned area it shall comply with the California Energy Code. Nonconditioned passive solar energy collectors are exempt from compliance with the California Energy Code.

1205.3 Artificial light. Artificial light shall be provided that is adequate to provide an average illumination of 10 footcandles (107 lux) over the room at a height of 30 inches (762 mm) above the floor level.

1205.4 Stairway illumination. Stairways within dwelling units and exterior stairways serving a dwelling unit shall have an illumination level on tread runs of not less than 1 footcandle (11 lux). Stairways in other occupancies shall be governed by Chapter 10.

1205.4.1 Controls. The control for activation of the required stairway lighting shall be in accordance with the California Electrical Code.

**SECTION 1205
LIGHTING**

1205.1 General. Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings in accordance with Section 1205.2 or shall be provided with artificial light in accordance with Section 1205.3. Exterior glazed openings shall open directly onto a public way or onto a yard or court in accordance with Section 1206.

[HCD 1] Glazed openings may open into a passive solar energy collector provided the area of exterior glazed openings in the passive solar energy collector is increased to compensate for the area required by the interior space.

1205.2 Natural light. The minimum net glazed area shall be not less than 8 percent of the floor area of the room served.

1205.2.1 Adjoining spaces. For the purpose of natural lighting, any room is permitted to be considered as a portion of an adjoining room where one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or 25 square feet (2.32 m²), whichever is greater.

Exception: Openings required for natural light shall be permitted to open into a sunroom with thermal isolation or a patio cover where the common wall provides a glazed area of not less than one-tenth of the floor area of the interior room or 20 square feet (1.86 m²), whichever is greater.

1205.2.2 Exterior openings. Exterior openings required by Section 1205.2 for natural light shall open directly onto a public way, yard or court, as set forth in Section 1206.

Exceptions:

1. Required exterior openings are permitted to open into a roofed porch where the porch meets all of the following criteria:
 - 1.1. Abuts a public way, yard or court.
 - 1.2. Has a ceiling height of not less than 7 feet (2134 mm).
 - 1.3. Has a longer side at least 65 percent open and unobstructed.
2. Skylights are not required to open directly onto a public way, yard or court.

1205.5 Emergency egress lighting. The means of egress shall be illuminated in accordance with Section 1006.1.

1205.6 Light pollution reduction. [BSC-CG] See California Green Building Standards Code, Chapter 5, Division 5.1 for additional light pollution reduction requirements.

1205.7 Campus lighting for parking facilities and primary walkways at California state universities, colleges and community colleges. [BSC] Artificial light shall be provided for parking facilities and primary walkways at California State Universities, colleges and community colleges in accordance with provisions of this subsection. This subsection shall not apply to the University of California unless the Regents of the University of California, by resolution, make it applicable.

1205.7.1 Lighting requirements. Based on the recommendations of the most current edition of the Illumination Engineering Society lighting handbook, the following lighting standards shall be used for all new construction of open parking facilities, covered parking facilities, and primary walkways:

1. Open and covered parking facilities.
 - 1.1. Medium-level activity usage when medium usage is present.
 - 1.2. High-level activity usage when high usage is present.
2. Primary campus walkways.
 - 2.1. Medium-level activity usage when medium usage is present.
 - 2.2. High-level activity usage when high usage is present.

**SECTION 1206
YARDS OR COURTS**

1206.1 General. This section shall apply to yards and courts adjacent to exterior openings that provide natural light or ventilation. Such yards and courts shall be on the same lot as the building.

1206.2 Yards. Yards shall be not less than 3 feet (914 mm) in width for buildings two stories or less above grade plane. For buildings more than two stories above grade plane, the minimum width of the yard shall be increased at the rate of 1 foot (305 mm) for each additional story. For buildings exceeding 14 stories above grade plane, the required width of the yard shall be computed on the basis of 14 stories above grade plane.

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50 square feet (1.02 L/s for each 10 m²) of crawl-space floor area and the ground surface is covered with a Class I vapor retarder.

4. Ventilation openings are not required where the ground surface is covered with a Class I vapor retarder, the perimeter walls are insulated and the space is conditioned in accordance with the *California Energy Code*.
5. For buildings in flood hazard areas as established in Section 1612.3, the openings for under-floor ventilation shall be deemed as meeting the flood opening requirements of ASCE 24 provided that the ventilation openings are designed and installed in accordance with ASCE 24.
6. *[SPCB] For purposes of structural pest control inspections, ventilation shall be considered inadequate when the lack thereof has contributed to the growth of wood-destroying pests or organisms.*

1203.5 Natural ventilation. Natural ventilation of an occupied space shall be through windows, doors, louvers or other openings to the outdoors. The operating mechanism for such openings shall be provided with ready access so that the openings are readily controllable by the building occupants.

[HCD 1] In employee housing, all openable windows in rooms used for living, dining, cooking or sleeping purposes, and toilet and bath buildings, shall be provided and maintained with insect screening.

[HCD 1] Door openings of rooms used for dining, cooking, toilet and bathing facilities in employee housing shall be provided and maintained with insect screening or with solid doors equipped with self-closing devices in lieu thereof, when approved by the enforcement agency.

[HCD 1] The windows, doors, louvers or other approved closeable openings not required by Section 1029 may open into a passive solar energy collector for ventilation required by this section. The area of ventilation openings to the outside of the passive solar energy collector shall be increased to compensate for the openings required by the interior space.

1203.5.1 Ventilation area required. The openable area of the openings to the outdoors shall be not less than 4 percent of the floor area being ventilated.

1203.5.1.1 Adjoining spaces. Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the opening to the adjoining room shall be unobstructed and shall have an area of not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.3 m²). The openable area of the openings to the outdoors shall be based on the total floor area being ventilated.

Exception: Exterior openings required for ventilation shall be permitted to open into a sunroom with thermal isolation or a patio cover provided that the openable area between the sunroom addition or patio cover and the interior room shall have an area of not less than 8 percent of the floor area of the interior room or space, but not less than 20 square feet (1.86 m²). The openable area of the openings to

the outdoors shall be based on the total floor area being ventilated.

1203.5.1.2 Openings below grade. Where openings below grade provide required natural ventilation, the outside horizontal clear space measured perpendicular to the opening shall be one and one-half times the depth of the opening. The depth of the opening shall be measured from the average adjoining ground level to the bottom of the opening.

1203.5.2 Contaminants exhausted. Contaminant sources in naturally ventilated spaces shall be removed in accordance with the *California Mechanical Code* and the *California Fire Code*.

1203.5.2.1 Bathrooms. Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated in accordance with the *California Mechanical Code*.

The minimum exhaust rate shall not be less than that established by Table 403.7 "Minimum Exhaust Rates." See California Mechanical Code, Chapter 5, for additional provisions related to environmental air ducts.

[HCD 1] In addition to the requirements in this section and in the California Mechanical Code, bathrooms in Group R occupancies shall be mechanically ventilated in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.5.

1203.5.3 Openings on yards or courts. Where natural ventilation is to be provided by openings onto yards or courts, such yards or courts shall comply with Section 1206.

1203.6 Other ventilation and exhaust systems. Ventilation and exhaust systems for occupancies and operations involving flammable or combustible hazards or other contaminant sources as covered in the *California Mechanical Code* or the *California Fire Code* shall be provided as required by both codes.

SECTION 1204 TEMPERATURE CONTROL

1204.1 Equipment and systems. Interior spaces intended for human occupancy shall be provided with active or passive space heating systems capable of maintaining an indoor temperature of not less than 68°F (20°C) at a point 3 feet (914 mm) above the floor on the design heating day.

Exceptions:

1. Space heating systems are not required for:
 - 1.1. Interior spaces where the primary purpose of the space is not associated with human comfort.
 - 1.2. Group F, H, S or U occupancies.
2. *[HCD 1] For limited-density owner-built rural dwellings, a heating facility or appliance shall be installed in each dwelling subject to the provisions of Subchapter 1, Chapter 1, Title 25, California Code of Regulations, commencing with Section 74; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of solid-fuel or*

Continuance

\$17920.3 substandard buildings

Information RECEIVED CITY OF SAKI AND RENT ARBITRATION PROGRAM

2019 JAN 30 AM 10:09

- Bed Bug

- Cockroaches

THE Claridge Hotel starting praying
 for roaches in 2014, once a month, 12 times a year
 calculated by 4 years = 48 times plus 2018 Another 18 times
 Total = 66 times still there's roaches, code enforcement
 vector control, inspected my room 11-27-2018, there were
 roaches present. Two page document states Continuance
 The first and only rent increase was in 2-1-2018
 Paris Kelly has only received one written 3 page document
 the other increase was spoken or verbal imposed by illegal
 documents in house. 2016-2018, pictures of bed bugs
 and roaches.

Alameda County Health Care Services Agency
 Vector Control Services District
 Request for Services

Report Date: 12/04/2018
 Census Tract: 4028

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 HOME ABANDONMENT PROGRAM

Request Number: 2018-001231	Location: 634 7th Street 61309 Oakland, CA 94612
Contact: Name: Pariss Kelly Phone: 510-646-2797	Reported By: Name: Pariss Kelly Address: Phone: 510-646-2797 Alt Phone: Email Address:
Reason for Request: bed bugs and cockroaches	Priority: 1-3 Days
Assigned To: Michael Heung	District: 1
Received By: Patriece Rogers	Date Received: 04/05/2018
Reason: 111 - Bed Bug 30 - Cockroaches	

REPORT OF INVESTIGATION

Date: 04/06/2018 **VCO:** Bridget Mooney **Reason:** Bed Bug
Services:
 32 - joint activity
 57 - interior inspection only
Narrative:
 Accompanied VCB M. Heung and A. Why with a bed bug and cockroach inspection. We found bed bugs and cockroaches in the 2 units that we inspected (612 and 611). Bedbug lifestages ranging from small nymph to adult were collected. We encountered other tenants in the hallway, who said that they also have issues with cockroaches and bedbugs. The manager said that the previous owner would conduct building-wide treatments, but that the current owner only does spot treatments. There is a treatment planned for these 2 units next week. Heung will stay in contact.

Date: 04/06/2018 **VCO:** Michael Heung **Reason:** Bed Bug
Services:
 01 - Initial Request
Narrative:
 Visited with VCBs Mooney and Why. We first interviewed the management staff, Wilda and Nicole. They said that the tenant of room 613, Pariss Kelly only informed the management yesterday that his room is infested with bed bugs and cockroaches, and the management has scheduled Bust-a-Bug Pest Control Company to provide treatment to his room next Tuesday (4/10/18). Nicole then went out of the office to serve a notice and a 'what to do list' to Pariss. We then went up to room 613 to meet Pariss. The room was then inspected. Evidence of bed bugs, including live ones, were observed in the bed. German cockroaches were seen in cabinets and inside some cracks along the ceiling line. Pariss knows that his room is going to be treated by a pest control company on the coming Tuesday. He was advised to render full cooperation with the management and the pest control exterminator, and to observe the 'what to do list' to make his room ready for treatment. Efforts were made to inspect the neighboring rooms but no one was home except room 612. Upon enquiry, the tenant of room 612, James Butts (310-892-4661) said that he also has bed bug and cockroach problems. He allowed us to inspect his room and evidence of bed bugs and German cockroaches was detected. He was informed that the management might provide him a treatment on Tuesday (4/10). Necessary advice was given to him. We then went back to the management office and confirmed that a pest control service can be given to room 612 on 4/10. Nicole immediately issued a prior notice and a 'What to do list' to James. Wilda was also requested to alert the pest control staff to inspect the neighboring rooms of 612 & 613.

Date: 04/06/2018 **VCO:** Adena Why **Reason:** Bed Bug
Services:
 01 - Initial Request
 32 - joint activity
Narrative:
 Assisted Senior VCB Heung and VCB B. Mooney in performing an inspection for bedbugs and cockroaches. Please see Heung's narrative for the full details.

Date: 04/18/2018 **VCO:** Michael Heung **Reason:** Cockroach - German
Services:

Alameda County Health Care Services Agency
 Vector Control Services District
 Request for Services

Report Date: 12/04/2018
 CensusTract: 4028

Request Number: **2018-001231** Location: **634 15th Street 613
 Oakland, CA 94612**

2018 JAN 30 AM 10:10

Continuation...

Narrative:

With S.VCB Heung inspected this tenants unit for German cockroaches. Unit is being treated monthly by a PCO, but is continuing to have roach activity. Found many dead roaches laying along the floor wall perimeter, live cockroaches were found along the ceiling wall perimeters and inside a floor level wooden cabinet. Tenant reported roaches walking on him at night while he is laying on his floor level mattress. Tenant was advised by S.VCB Heung to clean-up and remove all dead roaches after the PCO does treatments. Management was advised to increase treatments with cockroach gel and to use insect monitors as tools to monitor the roach population.

Date: 06/29/2018 VCO: Michael Heung Reason: Cockroach - German

Services:
 02 - RFS followup/evaluation inspection

Narrative:

Parris called and requested for another inspection. Visited with VCB West and Parris was interviewed. He claimed that his unit was treated on Monday (6/25) by a pest control but cockroaches were still observed. His unit was then inspected. Both dead and live cockroaches were observed. Parris was advised to sweep up the dead cockroaches and to keep his unit clean. The management staff, Nicole and Jose were later interviewed. They were informed of my findings and requested to provide treatment to Parris's unit once a week using other approach other than spraying until the problem is solved.

Date: 07/18/2018 VCO: Michael Heung Reason: Cockroach - German

Services:
 02 - RFS followup/evaluation inspection

Narrative:

Parris called and said that he worried his unit might have too much chemicals because his unit has been sprayed too many times. Visited and Nicole and Jose of the management was interviewed. They were informed of Paris's worry and advised to use gel bait, traps and boric acid to treat Parris's unit.

Date: 08/03/2018 VCO: Michael Heung Reason: Cockroach - German

Services:
 02 - RFS followup/evaluation inspection

Narrative:

Parris called and claimed that he still has cockroaches in his unit after any other spraying by the management. Visited and Parris was interviewed. Condition in the unit was much improved. Only 3 live cockroaches was observed (one in a cabinet, 2 on the wall). The management staff, Nicole was reminded to not just treat Parris's unit but all the neighboring units and to seal off all the cracks and crevices along the ceiling line and the baseboard.

Date: 08/30/2018 VCO: Michael Heung Reason: Cockroach - German

Services:
 02 - RFS followup/evaluation inspection

Narrative:

Checked and the assistant manager of the building, Nicole was interviewed. She said the pest control company would treat unit 613 today and David, head of the management office would be there too.

Date: 11/27/2018 VCO: Michael Heung Reason: Cockroach - German

Services:
 02 - RFS followup/evaluation inspection
 09 - request for service Closed

Narrative:

Checked and Pariss was contacted. He said that although the cockroach condition had been improved but cockroaches were still sometimes seen in his apartment. The new manager of the maintenance section of Claridge Hotel, John McClellan (415-861-3925) was later contacted over the phone. He said he got a new pest control company to provide regular service to the hotel. He was advised to alert the pest control company to do a thorough job to unit 613 and the units left and right, up and down, and to seal all the cracks and crevices providing hiding spaces for cockroaches. Case close.

Date: 11/29/2018 VCO: Michael Heung Reason: Cockroach - German

Services:
 13 - consultation: public (field or front counter)

Narrative:

Supervisor Paul Cooper asked me to accompany him to Claridge Hotel to meet Benjamin Lai (510-238-6148) with City of Oakland Planning and Building Department. Met Benjamin, Management staff Nicole and Jose, and tenant of unit 613, Parris on site. The issue of cockroach control was discussed. Oakland code is aware of the problem and will follow up if needed.

Defective



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2019 JAN 30

Summary of Housing
Brief Services

CENTRO LEGAL DE LA RAZA
3022 International Blvd., Suite 411
Oakland, California 94601
phone: 510-437-1554
Fax: 510-437-9164
centrolegal@centrolegal.org

30 PM 1:05

CENTRO LEGAL DE LA RAZA ('Centro Legal' or 'we') met with Parviss Kelly (CLIENT or 'you') today regarding: RAP petition

1. SERVICE PROVIDED DURING CONSULTATION:

- Preliminary investigation
- Advised on eviction process
- Advised on Just Cause Ordinance
- Advised on Rent Control Ordinance
- Advised on Oakland Tenant Protection Ordinance
- Reviewed court/petition documents
- Prepared RAP Petition/Appeal
- Drafted letter to landlord on your behalf regarding the concerns addressed in your consultation
- Assisted with Ex Part Stay of Execution
- Prepared pro per answer & fee waiver application
- Advice & Counsel on rights & next steps (see below)

Other advice or service/counsel provided:

- 1) Come back to ~~the~~ fill out RAP petition w/ documentation and evidence of all bad conditions.
- 2) Get a copy of a report from vector control and bring with you for your appointment.
- 3) Bring copies of all photos related to the bad conditions.
- 4) fill out the bad conditions worksheet

2. REFERRALS PROVIDED:

- East Bay Community Law Center
- Eviction Defense Center
- Bay Area Legal Aid
- Self Help Center
- Private attorneys
- Advised on Vector Control and/or Code Compliance
- Other(s) na

3. ADDITIONAL SERVICES TO BE PERFORMED AFTER CONSULTATION N/A

Centro Legal does not agree to do anything more than is stated above. Unless explicitly stated otherwise, we are NOT agreeing to represent you in court or at a hearing. YOU ARE RESPONSIBLE FOR YOUR CASE/SITUATION.

NOTE: ALL CLIENT RECORDS WILL BE DESTROYED SIX (6) YEARS FROM JUNE OF THIS YEAR

Lak Simon Centro Legal Attorney Date 9/26/2018

Assistant/Interpreter name: Monica Leticia

000105

Paris Kelly

vs

PL

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JAN 30 AM 10:10

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
OAKLAND, CA 94612-0243

510 238-3721

"Affidavit"

Date 7-3-2018

Charidge Hotel
LLC
201 Fulton Street
San Francisco, CA 94117
MARICELA PEREZ OWNER
DEFENDANT

DEMAND FOR REMOVAL
OF CENTRO LEGAL DE HARAZA
3022 International Blvd, Suite 411
OAKLAND, California 94601
PHONE 510 437-1554

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
JUL -3 AM 11:00

To the Director Michelle Bird

I Paris Kelly comes now with demand for removal
of CENTRO LEGAL DE HARAZA, 3022 International Blvd, Suite
411, OAKLAND, California 94601, Phone 510 437-1554
on 4-26-2018 Paris Kelly Had CENTRO LEGAL DE HARAZA
Prepared proper ANSWER + Fee Waiver Application. MINERA
golis parahabak, filed Rep Petition on 16th of may.
Attraction on because, It contained an Incomplete section
on may 18, a Rep petition was filed and it was incomplete
3 section was not complete, plus false signature on
Rep petition, filed on 18th of may. Paris Kelly filed tenant
petition on may 29th 2018. It took 28 day to prepare
Rep petition, Both tenant petitions was defective the 16th
may + 18th of may. I accuse CENTRO LEGAL DE HARAZA
1900 false signature, Aiding and abetting the Charidge
HOTEL LLC OWNER MARICELA PEREZ.

Paris Kelly

Detective

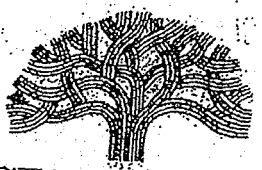
Copy of previous RAA petition submitted

RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

2019 JAN 30 AM 10:10

2019 MAY 30 PM 9:37 For date stamp

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	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 Pariss Kelly	Rental Address (with zip code) 634 15th St. Unit #63 Oakland, CA 94612	Telephone: 510-646-2797
Your Representative's Name	Mailing Address (with zip code)	Telephone: 510-646-2797
Property Owner(s) name(s) Claridge Hotel LLC	Mailing Address (with zip code) 1201 Fulton Street San Francisco, CA 94117	Telephone: 415-774-1412
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

← mistake

Number of units on the property: 203

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 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.

RECEIVED CITY OF OAKLAND

RENT ARBITRATION PROGRAM 2019 JAN 30 AM 10:10

5 stickers

	rent increase.
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) if am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
X	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article 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: October 2012 Initial Rent: \$ 600.00 /month

mistakes

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.

2

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
		\$	\$	<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:

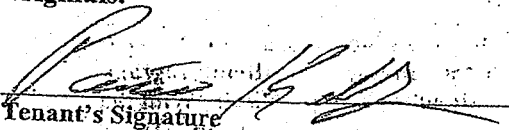
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

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

5-3-2018
Date

← mistakes

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2018 MAY 21 AM 9:41