

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING  
September 23, 2021  
5:00 P.M.  
Meeting Will Be Conducted Via Zoom**

**AGENDA**

**PUBLIC PARTICIPATION**

The public may observe and/or participate in this meeting in many ways.

**OBSERVE:**

- To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or AT&T Channel 99 and locating City of Oakland KTOP – Channel 10

- To observe the meeting by video conference, please click on the link below:

When: September 23, 2021 04:30 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- September 23, 2021

Please click the link below to join the webinar:

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**COMMENT:**

There are two ways to submit public comments.

- To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).

- To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “\*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “\*6”.

If you have any questions, please email [Bkong-brown@oaklandca.gov](mailto:Bkong-brown@oaklandca.gov).

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. CONSENT ITEMS
  - a. Approval of Board Minutes, 7/22/2021 (pp. 3-9)
5. APPEALS\*
  - a. T19-0424, Thornton v. Joyce (pp. 11-48)
  - b. T19-0313, T19-0510, & T20-0054, McQuillion v. JJCM Investments (pp. 49- 195)
  - c. T18-0311, Cervantes v. Fong (pp. 196-207)
6. INFORMATION AND ANNOUNCEMENTS
  - a. Board Training – Robert’s Rules of Order (p. 10)
7. SCHEDULING AND REPORTS
8. ADJOURNMENT

*\*Staff appeal summaries will be available on the Rent Adjustment Program’s website and the City Clerk’s office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.B and 2.20.090*

As a reminder, alternates in attendance (other than those replacing an absent board member) will not be able to take any action, such as with regard to the consent calendar.

**Accessibility:** Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program (RAP) staff can be contacted via email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

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 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) 或致電 (510) 238-3721 或 711 California relay service.

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING**

**July 22, 2021**

**5:00 P.M.**

**VIA ZOOM CONFERENCE**

**OAKLAND, CA**

**MINUTES**

**1. CALL TO ORDER**

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:30 p.m. by Board Chair Ardis Graham.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
R. NICKENS	Tenant			X
R. AUGUSTE	Tenant	X**		
H. FLANERY	Tenant Alt.	X		
Vacant	Tenant Alt.			
S. DEVUONO-POWELL	Undesignated			X
A. GRAHAM	Undesignated	X*		
Vacant	Undesignated Alt.			
K. FRIEDMAN	Landlord	X		
T. WILLIAMS	Landlord	X		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

\*Chair Graham appeared at 5:30 p.m.

\*\*Member August left the meeting at 7:00 p.m.

**Staff Present**

Kent Qian	Deputy City Attorney (for first appeal)
Oliver Luby	Deputy City Attorney
Barbara Kong-Brown	Senior Hearing Officer
Harman Grewal	Business Analyst III (HCD)
Briana Lawrence-McGowan	Administrative Analyst I (HCD)
Jason Liao	KTOP

### 3. OPEN FORUM

- a. Lisa Giampaoli questioned whether there was a full board to hear her client's appeal as there were only five board members in attendance. Chair Graham stated this was a full board meeting and there is no guarantee that all members will be in attendance. Member Friedman stated this is a full board meeting versus a panel meeting.
- b. Tom Fresquez stated there was a bias against owners. In his appeal in Oliveri at the last board meeting the tenant claimed habitability issues. Two years after the tenant moved in none of the claimed decreased housing issues were identified. Despite the lack of evidence, the hearing officer credited the tenant's testimony that she notified the owner verbally. This is hearsay and does not satisfy the burden of proof.

### 4. CONSENT ITEMS

- a. Approval of Board Minutes from June 24, 2021, Full Board Special Meeting  
T. Williams moved to approve the minutes. H. Flanery seconded.

The Board voted as follows:

**Aye:** T. Williams, H. Flanery, R. Auguste, A. Graham,

**Nay:** None

**Abstain:** K. Friedman

The motion was adopted.

- b. Approval of Board Minutes from July 8, 2021, Full Board Special Meeting  
K. Friedman moved to approve the minutes. T. Williams seconded.

The Board voted as follows:

**Aye:** T. Williams, H. Flanery, R. Auguste, A. Graham, K. Friedman

**Nay:** None

**Abstain:** None.

The motion was adopted.

### 5. APPEALS

- a. T18-0414, T18-0472m Martin v. Zalabak; L19-0040, Zalabak v. Tenants

Appearances: Lisa Giampaoli Tenant Representative  
Alana Grice Conner Owner Representative

This case involves a rent increase from \$2,642.00 to \$4,500.00 and a claim of exemption from the Rent Ordinance. The tenant appealed a hearing decision in the spring of 2018 finding that the unit was exempt. The board remanded the case to the hearing officer on September 10, 2020, with instructions to consider the two court decisions in DaVinci and Owens.

Upon remand the hearing officer denied the tenant's petition and granted the owner's petition for exemption without a hearing.

The tenant appealed the hearing decision, on the grounds that the rear unit is not separately alienable, and a temporary vacancy in the rear unit does not make the property a single-family residence.

The owner contended that the Rent Board lacks jurisdiction, the petitions are moot as the tenant vacated the premises and the property reverted to a single-family residence.

The issues are 1) whether the property was restored to its use as a dwelling unit separately alienable from any other dwelling or unit as of the date of the notice of rent increase so it is exempt under Costa-Hawkins and 2) whether a petition for a certificate of exemption may be decided without a hearing or for a dwelling unit that is not permanently exempt from the Rent Ordinance?

The tenant representative contended that the owner gave unreliable testimony. The most recent decision fails to perform legal analysis and distinguishes the two court cases from the current case by saying the facts are different. If case law is only applicable with the same facts it would be hard to prove anything. Obviously, the facts are different, but the courts' analyses are applicable. Both cases deal with illegal units or units that had no certificate of occupancy but were covered. The owner claimed he restored the property to a single-family residence, but her client moved into a multi-unit property. The owner claims the rear unit was permitted for use as an office space, but it was never permitted for an office space and a permit to install electric power does not constitute a permit for an office space.

The owner contended these issues were presented to the hearing officer twice. The rear unit is not a dwelling unit, is not separately rented, and is not a sleeping place. The hearing officer is in the best position to consider the facts. Both hearing officers after two hearings and a remand hearing determined that the usage can impact the exempt status. If a property is a single-family residence and is rented as such then a Costa Hawkins rent increase is permitted. The Rent Board had no jurisdiction over this rent increase.

On rebuttal the tenant representative contended that the owner provided no authority for its contention that a single family residence used as a multi-unit for years is restored to a single family residence automatically because it stopped renting 1 or more units.

On rebuttal the owner representative contended if a single-family residence with four bedrooms can be a multi-unit by renting 4 rooms by separate leases, it can be restored by stopping the usage. If an owner rented a unit in error and wants to correct that error and is told they cannot raise the rent due to rent control this creates an incentive for owners to hide illegal activity and is not beneficial to tenants and is unsafe.

After parties' arguments, questions to the parties and Board discussion, K. Friedman moved to overturn the hearing decision to grant the exemption. She withdrew her motion.

Chair Graham moved to overturn the hearing decision in both cases regarding the rent increase and finding that the property was permanently exempt.

H. Flanery offered a friendly amendment to overturn the hearing decision to issue a certificate of exemption in L19-0040 on the grounds that Owens establishes that a permanent certificate of exemption may not be issued solely on the grounds that the unit is a single family residence, and moved to overturn the hearing decision in T18-041 based on lack of substantial evidence to support a finding that the property is no longer a multi-unit property based on a totality of circumstances. Chair Graham accepted the friendly amendment. H. Flanery withdrew her amendment.

There was no second to Chair Graham's motion.

Chair Graham moved to overturn the hearing decision in both cases, T18-0414, T18-0472, regarding the rent increases, and L19-0040, finding the property is exempt under Costa-Hawkins and the permanent exemption. He rescinded his motion.

Chair Graham moved to overturn the rent increases on the basis that the actions by the landlord were not sufficient to warrant the property becoming a single-family home. He also moved to overturn the hearing decision granting a permanent exemption for the subject property on the grounds that the modifications by the owner were insufficient to turn the property permanently into a single-family home. There was no second to his motion.

Member Flanery moved to overturn the hearing decision to issue the certificate of exemption in L19-0040 for failure to establish a permanent exemption, and

moved to overturn the hearing decision in T18-0414 and T18-0472 based on lack of substantial evidence to support a finding that the property is exempt from the Rent Ordinance. Chair Graham seconded.

The Board voted as follows:

Aye: H. Flanery, A. Graham  
Nay: K. Friedman, T. Williams  
Abstain: 0

The motion failed.

Member Flanery moved to overturn the hearing decision to issue the certificate of exemption in L19-0040 for failure to establish a permanent exemption, and moved to overturn the hearing decision in T18-0414 and T18-0472 based on insubstantial evidence to support a finding that the property is exempt from the Rent Ordinance. K. Friedman seconded.

The Board voted as follows:

Aye: H. Flanery, A. Graham, K. Friedman, T. Williams  
Nay: 0  
Abstain: 0

The motion was adopted.

b. L19-0163, Lake 1925 LP v. Tenants

Appearances:	Kim Roehn	Owner Appellant
	Gokce Sensan	Tenant Respondent

The hearing officer approved most of the owner's request for a capital improvement pass-through and excluded three progress payments because they were paid more than 24 months before the petition was filed.

The issue was whether the hearing officer correctly excluded the three progress payments made more than 24 months before the filing date of the petition.

The owner representative contended that the payments should be included because the 24 months runs when the project is completed, which is the final date of payment. Appendix A §10.2.1 says it is completed and paid for within the 24 months. It is not paid for if it is a progress payment. There is no requirement in the Municipal Code stating that the project must have started within 24 months. Assigning each progress payment its own time frame is impractical and contrary

to law. See Harrison v. Rose Ventures. If the final payment is within 24 months of the proposed rent increase it may be passed to the tenants.

The tenant contended that she did not see how the expenses related to roofing. The improvements did not improve the tenants' conditions, and there are still complaints about the roof. They were not effective, and it is unfair to be burdened with these costs.

Upon rebuttal the owner representative contended that the charges were part of an overall project, and two of the progress payments were to an engineering company which did work over time and received payments over time.

After parties' arguments, questions to the parties and Board discussion, Chair Graham moved to remand the case to the hearing officer for re-calculation of the pass-through, including the three progress payments that were close in time to the two year timeframe. K. Friedman seconded with a friendly amendment "that were close in proximity of time".

The Board voted as follows:

Aye: A. Graham, K. Friedman, T. Williams

Nay: H. Flanery

Abstain: 0

The motion was adopted.

c. T19-0424, Thornton v. Joyce

This case was postponed to the next board meeting.

6. Election of Vice Chair

This item has been tabled. Chair Graham announced he is resigning from the Rent Board. Julia Ma Powers has also resigned from the Rent Board.

7. Board Training-Rules of Evidence in Appeals

This item has been postponed to the next Board meeting.

8. Scheduling and Reports

a. In-person meetings

Member Friedman reported that she contacted the City Council and was told the



City Council would be discussing in person meetings next week and decide how to move forward.

9. Adjournment

Chair Graham moved for adjournment and the meeting was adjourned by consensus at 8:35 p.m.



Department of Housing and Community Development  
Rent Adjustment Program

(510) 238-3721  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

**OUTLINE FOR HOUSING, RESIDENTIAL RENT AND RELOCATION  
BOARD TRAINING**

**September 23, 2021**

**Robert's Rules of Order**

- I. Introduction**
- II. Chair**
- III. Minutes**
- IV. Committees**
- V. Motions**
- VI. Voting**
- VIII. Adjournment**

## CHRONOLOGICAL CASE REPORT

Case No.: T19-0424

Case Name: Thornton v. Joyce

Property Address: 2809 8<sup>th</sup> Avenue Oakland, CA

Parties: Mike Joyce (Owner)  
Eddy Hughley (Owner Representative)  
Ronald Thornton (Tenant)  
Hadley Rood (Tenant Representative)  
Sabyl Landrum (Tenant Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 11, 2019
No Owner Response filed	-----
Hearing Decision Mailed	July 17, 2020
Owner Appeal filed	July 31, 2020

000011

T19-0424 Re/MA



CITY OF OAKLAND

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp.

2019 SEP 11 PM 1:57

**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 <b>RONALD Thornton</b>	Rental Address (with zip code) <b>2809 24th #4 OAKLAND, CA</b>	Telephone: [REDACTED]
Your Representative's Name	Mailing Address (with zip code)	Telephone: [REDACTED]
Property Owner(s) name(s) <b>Mike Joyce</b>	Mailing Address (with zip code) <b>3480 38th St OAKLAND, CA, 94619</b>	Telephone: [REDACTED]
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: [REDACTED]
		Email: [REDACTED]

Number of units on the property: 11

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 checked="" type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

(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: June 8, 1993 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: Not sure. 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		
08/20/2019	09/20/2019	\$ 777.82	\$ 855.60	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* 08/20/2019	10/1/2019	\$ 109	\$ 150	<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

\* Garage increase

\* 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:

19-0019, 14-0160, 7870358

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?
Have you lost services originally provided by the owner or have the conditions changed?
Are you claiming any serious problem(s) with the condition of your rental unit?

- Yes/No checkboxes and handwritten note 'Not a Disturbance'

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.

Handwritten signature and 'Tenant's Signature' label

9-11-19 and 'Date' label

Empty rectangular box

Empty rectangular box

Attachment to Tenant Position for Ron Thornton, 2809 8<sup>th</sup> St., #4

Housing services for my apartment have included a garage space. I have been making one payment which includes parking, and the prior two rent increases were based on a base rent which included parking. My landlord is now trying to separate out the parking payment and increase the cost of parking by more than is allowable based on the CPI. I disagree with his doing this. I also disagree with the amount he lists as the base rent for 2008.

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Housing and Community Development Department  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBER:** T19-0424 Thornton v. Joyce  
**PROPERTY ADDRESS:** 2809 8<sup>th</sup> Avenue, Unit 4, Oakland, CA  
**DATE OF HEARING:** February 5, 2020  
**DATE OF DECISION:** July 14, 2020  
**APPEARANCES:** Michael Joyce, Owner  
Eddie Hugley, Bookkeeper for Owner  
Liam Galbreth, Tenant Representative  
Penn Scoble, Tenant Representative  
Ronald Thornton, Tenant

**SUMMARY OF DECISION**

The tenant petition is granted.

**CONTENTIONS OF THE PARTIES**

On September 11, 2019, the tenant, Ronald Thornton, filed a tenant petition contesting a rent increase. The basis for the tenant's petition includes the following:

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

The owner did not file a response but appeared for the hearing.

**THE ISSUES**

(1) Was there good cause for the owner's failure to file an Owner Response?



- (2) When, if ever, did the tenant receive the RAP Notice?
- (3) Is the contested rent increase valid?

## EVIDENCE

### Good Cause for Failure to File Owner Response

A review of the file shows that an Owner Response was never received by the Rent Adjustment Program. However, at the hearing, it was discovered that the Notice of Hearing and Owner Response Form were sent to an incorrect address. The only reason the owner was aware of the hearing date was because another case was scheduled for the same date. The owner's explanation satisfied the good cause requirement for failure to file a response. At the hearing, the owner was provided an opportunity to review the file and given the option to postpone the hearing if he was not prepared to proceed. Upon review of the file, the owner testified that he was prepared to proceed with the case as scheduled.

### Background and Rent Increases

The tenant moved into the subject unit in June of 1993, at an initial rent of \$500.00. In September of 2003, the tenant began using a garage parking space on the premises for an additional fee. Since then, he has paid a single monthly payment that includes his rent and parking fee. To memorialize and clarify this arrangement, on February 8, 2008, a representative of the tenant sent a letter to the property manager at the time, Landmark Real Estate Management, stating that according to the Rent Adjustment Program Regulations and regardless of whether there were separate leases for the apartment and the parking space, any consideration given in exchange for parking was to be considered part of the base rent for any CPI and banking calculations.<sup>1</sup> In response, Landmark Real Estate Management issued a letter, describing a rent increase that would take effect February 1, 2009. The letter stated that "your rent will be increased...by \$29.00 to 839.00" and noted that this was the tenant's "total rent" and "[included his] parking."<sup>2</sup> The tenant argued that at this point, his base rent included parking. He further testified that this 2009 rent increase and a subsequent 2015 rent increase both included parking in the base rent.<sup>3</sup>

In August of 2019, the tenant received a rent increase notice and parking agreement from the current owner, proposing to increase his total monthly payment from \$886.82 to \$1,005.60, effective October 1, 2019.<sup>4</sup> This monthly increase was separated into a core rental payment of \$855.60 and a parking fee of \$150.00. The

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<sup>1</sup> Exhibit 3

<sup>2</sup> Exhibit 4. The owner objected to this document, stating that he had never seen it before, and had no way to verify the authenticity of this document. The objection was overruled, and the document was admitted into evidence.

<sup>3</sup> Exhibit 5

<sup>4</sup> Exhibit 2

tenant testified that he is contesting this monthly increase but has been paying the increased amount of \$1,005.60 since October 1, 2019.<sup>5</sup>

The tenant argued that his right to park on the premises is a housing service he receives, and the money he pays in exchange for that right should be considered a part of his rent and be subject to Rent Adjustment Program Regulations. By separating the parking fee out from the core rental payment and increasing that parking fee by more than 10%, the owner is circumventing rent control protections.

The owner disagreed, arguing that the tenant's rent and parking fee are separate. He testified that he acquired the subject property in 2016, and since then the tenant has been billed separately for parking and rent. Although the tenant may pay for rent and parking with one check, the charges are separate. The owner testified that he has no record of the parking fee being combined with the tenant's rent. In support of this claim, the owner submitted a statement from the prior property manager, showing that parking was billed separately from rent as of 2014.<sup>6</sup> He also submitted an Estoppel Certificate from 2003, which lists the parking fee as separate from the rent.<sup>7</sup> He testified that the rent increase effective October 1, 2019, was a banking increase from \$777.82 to \$855.60 monthly. It was calculated based on the tenant's rent only and did not include the parking fee. He issued a separate parking agreement notifying the tenant that his parking fee would increase from \$109.00 to \$150.00. The tenant did not sign the parking agreement.

#### RAP Notices

At the hearing, the tenant testified that he received the RAP Notice with prior rent increase notices in 2009 and 2015. He did not recall whether he received the RAP Notice with the contested rent increase notice, but he did not wish to contest service of the RAP Notice.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### RAP Notice

It is undisputed that the tenant received the RAP Notice with the contested rent increase and with prior rent increase notices.

#### Invalid Rent Increase

The Oakland Municipal Code defines "Rent" as the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit including all housing services provided to the tenant.<sup>8</sup> Housing services include parking.

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<sup>5</sup> Exhibit 1

<sup>6</sup> Exhibit 6

<sup>7</sup> Exhibit 7

<sup>8</sup> O.M.C. §822.020

The Board has also held that an increase in a separate parking fee is an increase in rent.<sup>9</sup> In *Millar v. Black Oak Properties* (2002) T01-0376, the owner served the tenant with separate rent increases for parking and for the apartment unit. The Board determined that the owner was not entitled to the rent increase because he had previously increased the tenant's rent, and the Rent Ordinance defines a rental unit to include all the housing services provided with the unit. The Board opined: "Where the landlord rents a rental unit and a parking space to the tenant, the parking is part of the housing services, even where the parking is separately charged. Under such circumstances, an increase in the separate parking fee is an increase in rent." (*Pivorak v. Ma*, T08-0294.)

Based on the Board's decisions and the Oakland Municipal Code, the parking space rented by the tenant is part of his housing services even though he may be billed separately for parking. Therefore, any rent increase must be based on a base rent that includes both the core rent payment and the parking fee. Further, the Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Adjustment Program and receive approval for the rent increase before the rent increase can be imposed.<sup>10</sup> The owner did not receive approval from the Rent Adjustment Program before raising the rent for the subject property from \$886.82 to \$1,005.60 monthly, effective October 1, 2019. Therefore, the rent increase is invalid and the tenant's base rent remains \$886.82. Since the tenant has been paying the increased amount of \$1,005.60 monthly, he is entitled to restitution for rent overpayments as outlined below.

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Oct-19	1-Jul-20	\$1,005.60	\$886.82	\$ 118.78	10	\$ 1,187.80
<b>TOTAL OVERPAID RENT</b>						<b>\$ 1,187.80</b>

**RESTITUTION**

	MONTHLY RENT	\$886.82
	TOTAL TO BE REPAYED TO TENANT	\$ 1,187.80
	TOTAL AS PERCENT OF MONTHLY RENT	134%
AMORTIZED OVER	12 MO. BY REG. IS	\$ 98.98
OR OVER	MONTHS BY HRG. OFFICER IS	

**ORDER**

1. Tenant Petition T19-0424 is granted.

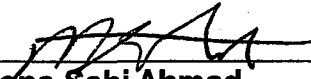
<sup>9</sup> T01-0376 (*Millar v. Black Oak Properties*)

<sup>10</sup> O.M.C. §8.22.065(A)

2. The rent increase is invalid. The monthly base rent remains \$886.82.
3. Due to rent overpayments, the tenant is owed restitution in the amount of \$1,187.80. This overpayment is adjusted by a rent decrease for 12 months in the amount of \$98.98 a month. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties.
4. If the owner wishes to, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

**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: July 14, 2020

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

**PROOF OF SERVICE**  
**Case Number T19-0424**

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**

Mike Joyce  
3480 38th Avenue  
Oakland, CA 94619

**Tenant**

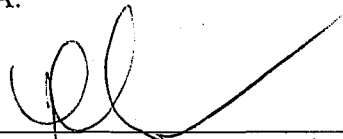
Ronald Thornton  
2809 8th Avenue Unit 4  
Oakland, CA 94610

**Tenant Representative**

Penn Scoble, East Bay Community Law Center  
1950 University Avenue Suite 200  
Berkeley, CA 94704

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 17, 2020** in Oakland, CA.

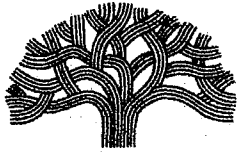


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Raven Smith

Oakland Rent Adjustment Program

**000021**



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date

**RECEIVED**

JUL 31 2020

RENT ADJUSTMENT PROGRAM  
**OAKLAND PEAL**

Appellant's Name <b>BENECIA LAKE</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <b>2809 8<sup>TH</sup> AVE., APT 4 OAKLAND, CA 94610</b>			
Appellant's Mailing Address (For receipt of notices) <b>3049 FLORIDA ST. OAKLAND, CA 94602</b>		Case Number <b>T19-0424</b>	Date of Decision appealed <b>7-14-20</b>
Name of Representative (if any) <b>MICHAEL JOYCE EDDIE HUGLEY</b>		Representative's Mailing Address (For notices) <b>3049 FLORIDA ST. OAKLAND, CA 94602</b>	

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

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

For more information phone (510) 238-3721.


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

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

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

I declare under penalty of perjury under the laws of the State of California that on 7-30, 2020 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

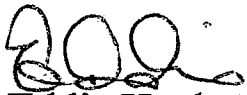
<b>Name</b>	RONALD THORNTON
<b>Address</b>	2807 8 <sup>TH</sup> AVE. APT 4
<b>City, State Zip</b>	OAKLAND, CA 94610
<b>Name</b>	PENN SCOBLE
<b>Address</b>	1950 UNIVERSITY AVE, SUITE 200
<b>City, State Zip</b>	BERKELEY, CA 94704

	7-30-20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

July 30, 2020

I fell combining the rental agreement and the parking/storage agreement will set a dangerous precedent. Large number of property owners in the city of Oakland have separate agreements for parking. Finally, parking agreement is not under the jurisdiction of the Oakland rent board.



Eddie Hugley

Bookkeeper

Benecia Lake LLC





RC/MA

1950 University Ave., Suite 200, Berkeley, CA 94704  
(510) 548-4040 FAX (510) 849-1536  
www.ebclc.org

**East Bay Community Law Center**

**RECEIVED**

JAN 28 2020

**RENT ADJUSTMENT PROGRAM OAKLAND**

**Fax**

**To:** Oakland Rent Adjustment Program Hearing Officer      **From:** Penn Scoble (x648)

---

**Fax:** (510)-238-6181      **Pages:** 19

---

**Phone:** 510-238-3721      **Date:** 1/28/2020

---

**Re:** Evidence for R. Thornton RAP      **CC:**  
Hearing T19-0378

Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments:**

Dear RAP Representative,

Our office is representing Mr. Thornton in a hearing to take place next Wednesday, 2/5/2020. I am attaching copies of a brief detailing our position on Mr. Thornton's landlord's rent increase that violates Oakland Rent Adjustment Program regulations. Also attached are all 5 exhibits mentioned in the brief, labeled as "Exhibit" A through E. If you have any questions or concerns, feel free to call me at 510-548-4040 (ext 648) or email me at pscoble@ebclc.org. We will be sure to bring physical copies of the brief and exhibits to the mediation and hearing, as well.

Sincerely,



Penn Scoble  
Law Student Intern

PLEASE NOTE This facsimile transmission contains confidential information belonging to the sender who is protected by the attorney-client privilege and/or federal and state law. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone to arrange for the return of the documents.

000025



RD/MA  
**RECEIVED**  
JAN 28 2019  
RENT ADJUSTMENT PROGRAM  
OAKLAND

January 28th, 2019

Oakland Rent Adjustment Program  
350 Frank Ogawa Plaza, Suite 5313

**Re: Tenant Petition Contesting Rent Increase; T19-0378**

Dear Hearing Officer,

Mr. Ronald Thornton filed a petition contesting a rent increase for his tenancy in unit 4 of 2809 8<sup>th</sup> Avenue, Oakland, CA 94610. Mr. Thornton believes this rent increase is invalid because it exceeds the ten percent maximum increase permissible under O.M.C. 8.22.070. By separating a parking fee out from the core rental payment and increasing that fee by more than ten percent, Benecia Lake, LLC's rent increase seeks to circumvent rent control protections.

Though CPI and Banking Rent Adjustments are not typically subject to petition, a tenant may petition such an increase when alleging that the Banking Rent increase is not correctly calculated. O.M.C. 8.22.070B.2.c. The below memorandum will detail why Mr. Thornton believes the rent increase in question has been incorrectly calculated and is thus in violation of the Oakland Municipal Code.

#### **I. STATEMENT OF RELEVANT FACTS**

Mr. Thornton inhabits a residential unit managed by Benecia Lake, LLC located at 2809 8<sup>th</sup> Avenue, Oakland, CA 94610. This unit has been his home since 1993. Prior to the rent increase in question, Mr. Thornton paid \$886.82 per month for rent. (See 12/13/2019 statement from Benecia Lake LLC., a true and correct copy of which is attached hereto as **Exhibit A**). The rent increase in question, which took effect October 1<sup>st</sup>, 2019, increased this amount to \$1005.50, with the total rent divided into a core rental payment of \$855.60 and an additional \$150 per month for the right to park an automobile on the premises. (See 8/20/2019 30 Day Notice of Change of Money Rent and Parking Agreement, true and correct copies of which are attached hereto as **Exhibit B**). Though



he disagrees with the calculations behind this rent increase, Mr. Thornton has continued to pay his rent in full.

Since he began using the garage on the premises in September of 2003, Mr. Thornton has paid a single payment that includes consideration for his use of a parking space on the premises. In order to confirm that this was the arrangement, a representative of Mr. Thornton's sent a letter on February 5<sup>th</sup>, 2008 explaining that per the Rent Adjustment Program Regulations and regardless of whether there were separate leases for the apartment and the parking space, any consideration given in exchange for "parking" was to be considered part of the base rent for any CPI and banking calculations. (See 2/5/2008 letter from Justin Hoogs, a true and correct copy of which is attached hereto as **Exhibit C**). The response, a 2008 letter from Landmark Real Estate Management -the management company that preceded Benecia Lake LLC- described a rent increase that would take effect February 1<sup>st</sup>, 2009. The notice stated "your rent will be increased . . . by \$29.00 to \$839.00" and noted that this was Mr. Thornton's "total rent" and "[included his] parking." (See 12/30/2008 letter from Holda Novelo, a true and correct copy of which is attached hereto as **Exhibit D**). As such, at that point in time the base rent changed from \$810 to \$839, with both totals including consideration for parking.

The next rent increase took effect June 1<sup>st</sup>, 2015, when the prior base rent of \$839, which included parking charges, was increased 5.7% to \$886.82. (See 4/29/2015 Notice in Changes in Terms of Tenancy and attached Calculation of Deferred CPI Increases, true and correct copies of which are attached hereto as **Exhibit E**). Though the base rent at that time was \$886.82, Mr. Thornton initially paid a higher amount as a result of an additional \$146.28 in prior capital improvements recovery costs, and a temporary surcharge of \$48.76 to make up for payments missed while a hearing on the matter was being conducted. As a result, Mr. Thornton paid a total of \$1081.86 for several months leading up to October 1<sup>st</sup>, 2015, and \$1033.10 thereafter. (See **Exhibit E**). The amortization period for those improvements ended June 1<sup>st</sup>, 2019, resulting in a return to the base rent of \$886.82. (See **Exhibit A**). The June 1<sup>st</sup>, 2015 rent adjustment was the most recent increase prior to the rent increase in question here.

## II. ARGUMENT

### **A. Parking should be included as Part of the Base Rent Because Mr.**

### **Thornton's Landlord Included it as Part of the Base Rent in Each of the Last Two Rent Increases**

In calculating the last two rent increases, the landlord in charge of Mr. Thornton's apartment building factored parking into the base rent. Mr. Thornton's landlord cannot unilaterally change the terms of the tenancy by removing parking services from the base rent. Removing parking services from the base rent as part of the rent increase in question would circumvent rent control protections that protect Mr. Thornton and other vulnerable tenants.

### **B. A Parking Fee is Considered Part of the Total Rent**

O.M.C. 8.22.020 defines rent as "the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit including all housing services provided to the tenant." O.M.C. 8.22.020. The term "housing services" refers to "all services provided by the owner related to the use or occupancy of a covered unit, including . . . parking." O.M.C. 8.22.020. Therefore, any fee charged in exchange for the right to park at the unit is considered rent, and any adjustment to such a fee is a rent adjustment. Mr. Thornton's right to park on the premises is a housing service he receives, and the money he pays in exchange for that right is considered part of his rent. Mr. Thornton has always understood his total rent to be a single payment that covers both his right to inhabit the unit, and all housing services associated with his use of the unit. Benecia Lake LLC's choice to list the parking fee as something distinct from "rent" does not change the fact that any money paid for parking is still rent, as Mr. Thornton has understood to be the case since he began using the garage in 2003.

### **C. The Rent Increase in Question is Invalid Under O.M.C. 8.22.070A.2 Since it Results in a Rent Increase of More Than Ten Percent.**

The Residential Rent Adjustment Program limits the magnitude and frequency of rent increases a property owner can make, using the Consumer Price Index (CPI) as a guideline for yearly rent increases. It is true that landlords are permitted to bank CPI rent



adjustments for use in later years. O.M.C. 8.22.070B.5. Since the last rent increase occurred in 2015, Benecia Lake LLC has banked rent increases available to use. However, O.M.C. 8.22.070A.2 states that rent for any covered unit may not "increase by more than ten percent in any 12-month period for any and all rent increases based on the CPI Rent Adjustment." O.M.C. 8.22.070A.2.

The rent increase in question seeks to charge \$855.60 for rent and \$150 for a separate parking fee, for a total of \$1005.60. This would mean a total increase in rent of \$118.78. Per O.M.C. 8.22.070A.2, the maximum rent increase here should be \$88.68. This would be a 10% increase from the previous rental amount of \$886.28 and would raise the total rent to \$975.50. Since the rent increase in question exceeds this amount, it is not legal and should be invalidated. Permitting landlords to adjust additional fees for housing services like parking as they see fit would undermine the purpose of rent ceilings. In effect, landlords would be able to circumvent the regulations set out in the O.M.C. by breaking rent charges into numerous smaller fees and increasing those charges at a faster rate than allowed under Oakland rental law.

### III. CONCLUSION

The rent increase in question here violates Oakland Municipal Code and thus should not be allowed. Mr. Thornton requests that this rent increase proposal be invalidated and that the Rent Board affirmatively rule that any payment for parking is part of the base rent for any future rent increase calculations. Mr. Thornton also requests a credit towards future rent for any month(s) in which he paid the rent increase.

Sincerely,

Penn Scoble  
Law Student Intern  
Supervised by Liam Galbreth, Staff Attorney

# EXHIBIT A

# Statement

Benecia Lake LLC  
 3480 38th Street  
 Oakland, CA 94619-1333

Date
12/13/2019

To:
Ronald Thornton 2809 8th Ave. Oakland, CA 94610

		Amount Due	Amount Enc.		
		\$42.80			
Date	Transaction	Amount	Balance		
12/31/2018	Balance forward		311.00		
	4-Ronald Thornton-				
01/01/2019	INV #219.	924.10	1,235.10		
01/01/2019	INV #2211.	109.00	1,344.10		
01/06/2019	PMT #7947. Dec18-rent, ck date 12/18/18, fr APEB	-311.00	1,033.10		
01/06/2019	PMT #3684. Jan19-rent, ck date 12/18/18	-722.10	311.00		
02/01/2019	INV #260.	924.10	1,235.10		
02/01/2019	PMT #3690.	-722.10	513.00		
02/01/2019	INV #22124.	109.00	622.00		
02/02/2019	PMT #8010. Jan19-rent, ck date 1/2/19 fr APEB	-311.00	311.00		
02/02/2019	PMT #8110. FEB19 rent, ck date 1/23/19	-311.00	0.00		
03/01/2019	INV #327.	924.10	924.10		
03/01/2019	INV #3271.	109.00	1,033.10		
03/08/2019	PMT #3694.	-722.10	311.00		
03/08/2019	PMT #8188.	-311.00	0.00		
04/01/2019	INV #317935.	924.10	924.10		
04/01/2019	PMT #8319.	-311.00	613.10		
04/01/2019	INV #317940.	109.00	722.10		
04/17/2019	PMT #3702.	-722.10	0.00		
05/01/2019	INV #317972.	924.10	924.10		
05/01/2019	INV #318982.	109.00	1,033.10		
05/03/2019	PMT #3706.	-722.10	311.00		
06/01/2019	INV #318015.	797.82	1,108.82		
06/01/2019	PMT #8340.	-311.00	797.82		
06/01/2019	INV #319019.	109.00	906.82		
06/04/2019	PMT #3716.	-575.82	331.00		
06/05/2019	PMT #8876.	-311.00	20.00		
06/10/2019	GENJRNL #GJ 371. Bounced Check# 8340	311.00	331.00		
06/10/2019	GENJRNL #GJ 373. Bounced Check# 8876	311.00	642.00		
07/01/2019	INV #318053.	777.82	1,419.82		
07/01/2019	INV #319069.	109.00	1,528.82		
07/02/2019	PMT #3721.	-575.82	953.00		
07/08/2019	PMT #8466.	-311.00	642.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	42.80	0.00	0.00	0.00	\$42.80

Benecia Lake LLC  
 3480 38th Street  
 Oakland, CA 94619-1333

# Statement

Date
12/13/2019

To:
Ronald Thornton 2809 8th Ave. Oakland, CA 94610

Amount Due	Amount Enc.
42.80	

Date	Transaction	Amount	Balance		
07/12/2019	PMT #3722.	-196.92	445.08		
07/22/2019	PMT #8481.	-642.00	-196.92		
08/01/2019	INV #318126.	777.82	580.90		
08/01/2019	INV #318236.	109.00	689.90		
08/02/2019	PMT #3726.	-722.10	-32.20		
08/07/2019	PMT #8583.	-311.00	-343.20		
09/01/2019	INV #318134.	777.82	434.62		
09/01/2019	INV #318252.	109.00	543.62		
09/03/2019	PMT #3732.	-575.82	-32.20		
09/27/2019	PMT #8595.	-311.00	-343.20		
10/01/2019	INV #318285.	855.60	512.40		
10/01/2019	INV #318286.	150.00	662.40		
10/02/2019	PMT #3737.	-694.60	-32.20		
10/11/2019	PMT #8709.	-311.00	-343.20		
11/01/2019	INV #318299.	855.60	512.40		
11/05/2019	INV #318329.	150.00	662.40		
11/05/2019	PMT #3741.	-694.60	-32.20		
12/01/2019	INV #318381.	150.00	117.80		
12/04/2019	PMT #3746.	-694.60	-576.80		
12/06/2019	INV #318380.	930.60	353.80		
12/09/2019	PMT #8879.	-311.00	42.80		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	42.80	0.00	0.00	0.00	342.80



# EXHIBIT B

# 30 Day Notice of Change of Monthly Rent

To Ronald Thornton (Resident) for the

(And all other occupants in possession)

premises located at: 2809 8th Ave.

(Address)

Unit 04, (if applicable) Oakland, California 94610

(City)

(Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or Sept 20, 2019, whichever is later, your monthly rent is payable in advance on or before the

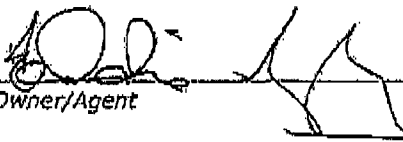
(Date)

first \_\_\_\_\_ day of each month, will be the sum of \$ 855.60, instead of \$ 777.80, the current monthly rent.

*Except as herein provided, all other terms of your tenancy shall remain in full force and effect.  
A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations*

8/20/19

Date

  
Owner/Agent



Form provided by the East Bay Rental Housing Association®  
www.ebrha.com  
Form 30 Day Notice of Change of Monthly Rent® (02/12)



000034

Parking Agreement

The Resident(s): RONALD THORNTON  
(And all other Occupants in possession)

of the Leased Premises: 2809 8<sup>th</sup> AVE  
(Address)

Unit 04, (if applicable) OAKLAND, California, 94610 ("Premises")  
(City) (Zip)

and Property Owner/Agent: BENEVA LAKE LLC agree as follows:

The number of parking space(s), carport(s) or garage space(s) provided to the Resident(s) is: ONE

Check one of the following:

These parking spaces are not assigned.

The following parking space(s), carport(s) or garage space(s) assigned to the Resident(s) is/are: \_\_\_\_\_

INSIDE BUILDING #1 (Insert number(s) or location(s)). Resident(s) shall only use assigned parking spaces and shall ensure guests park only in unassigned areas specifically designated guest parking if any. Resident(s) shall refrain from parking in unauthorized areas or in any other resident's designated parking space. Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.

The term shall commence on OCT 1, 2019 and continue month to month. Either party may give written thirty (30) days in advance of any termination of this Agreement. Parking fees or other terms may be changed by Owner/Agent upon thirty (30) days notice unless a shorter period is required for reasons of health and safety.

Resident(s) agree to pay a monthly parking fee of \$ 150.00 for each space, carport or garage space provided. The fee for each parking space, carport or garage shall not be construed to be part of Premises or Property rent but shall be in addition to the monthly rent as required by the Rental Agreement and any Addendum or Amendment thereto.

Resident(s) is not required to pay for parking as a condition of their tenancy, and breach of this is not a breach of an apartment lease agreement with Owner/Agent, if one is present. Owner/Agent's providing parking to Resident(s) is not a housing service

Resident(s) agree to pay a security deposit of \$ \_\_\_\_\_ for each garage door transmitter or key, which shall be in addition to any other security deposit required by the Rental Agreement, Addendums or Amendments thereto. Each garage door transmitter or key used in connection with parking on the Premises, shall be returned to Owner/Agent on or before this Agreement or Rental Agreement is terminated.

Resident(s) shall not sublet or assign all or any part of the parking space(s), carport(s) or garage space(s) or assign this Agreement or any interest in it.

Storage of personal property in the space  is or  is not permitted and shall not interfere with parking use and not be in plain view of the public. Storage of personal property shall not include any hazardous materials, unlawful substance or materials.

Resident(s) agree to use the parking space(s), carport(s) or garage space(s) only for the following vehicle(s):

Vehicle #1 \_\_\_\_\_  
Vehicle Make, Model, Color, and Year Vehicle License (State and Number)

Vehicle #2 \_\_\_\_\_  
Vehicle Make, Model, Color, and Year Vehicle License (State and Number)

Vehicle #3 \_\_\_\_\_  
Vehicle Make, Model, Color, and Year Vehicle License (State and Number)



## Parking Agreement

Each vehicle must be currently registered and licensed.

Resident(s) agree to maintain the parking space(s), carport(s) or garage(s) in clean and sanitary condition at all times.

Resident(s) agree to immediately remove any vehicle that is unregistered, unlicensed, unsightly or in non-working condition from the Property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

Resident(s) agree that they will not repair or maintain any vehicle on the Property.

No vehicle may drip oil or gas.

No combustible materials are to be stored on the site. No mechanical or repair work is to be allowed on the premises. Resident(s) agrees not to create a nuisance or interfere with the quiet enjoyment of the other resident or any other persons authorized to be on the property.

Only one (1) vehicle may be parked in each space.

Resident(s) rents parking at own risk. Owner shall not be responsible for any damage to or theft of the automobile or contents thereof. Resident(s) personal property is not insured by Owner.

Resident(s) is responsible for any and all damage to the parking area caused by Resident(s) negligence.

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief, reasonable attorney fees and costs.

Parking boats, trailers, motor homes, and or recreational vehicle is strictly prohibited. Only the vehicles identified above may be parked on the property.

Owner/Agent may provide notice of Resident(s) of an unsightly or non-working vehicle condition or any other violation of this Addendum or Agreement and Resident(s) shall remove vehicle(s) from Property within three (3) days of issuance of notice.

In the event of violation of the terms and conditions of this Agreement, Owner/Agent shall have the right to make demand for immediate possession of any space that is assigned or not assigned to Resident(s). In the event of loss of any space assigned or not assigned to Resident(s), Resident(s) agree there shall be no reduction or abatement of Rent. If Resident(s) return the space, whether assigned or unassigned upon demand by Owner/Agents, the Rental Agreement shall continue in effect, and Resident(s) shall immediately relinquish any parking privilege and use that was established and this Addendum shall be null and void upon termination of the rental agreement.

The undersigned Resident(s) acknowledge(s) having read, understood, and accepted the foregoing:

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



# EXHIBIT C



2921 Adeline Street, Berkeley, CA  
94703

February 5, 2008

Ms. Holda Novelo  
Landmark Real Estate Management  
4379 Piedmont Avenue  
Oakland, California 94611

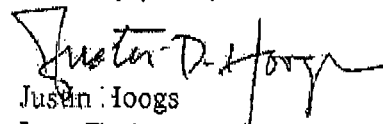
Dear Ms. Novelo:

This letter is to inform you that after consulting with our client, Mr. Ronald Thornton, we have advised and Mr. Thornton has decided to withdraw his Rent Adjustment Petition challenging the most recent rent increases taken on his apartment and parking space. Enclosed please find a check for \$90.00, the amount withheld pending resolution of the petition.

For purposes of clarity and in the spirit of preventing future petitions from being filed, per the Rent Adjustment Program Regulations, "rent" for purposes of adjustments is understood as the total consideration received by an owner in exchange for the use or occupancy of a covered unit *including all housing services provided* to the tenant. The Regulations include "parking" in its list of what is considered "housing services." See Rent Adjustment Program Regulations 8.22.020A. Regardless of the existence of separate leases for the apartment and the parking space, future increases for parking combined with future increases for the apartment must fall within the permissible CPI index and be based on the current combined amount of \$810.00/month. See Oak and Municipal Code 8.22.210.

Enclosed please find a copy of Mr. Thornton's Request to Dismiss Petition. Please note that California Civil Code Section 1942.5 and Oakland Municipal Code Section 8.22.130 prohibit retaliation against tenants for using the Rent Adjustment process. Thank you for your time.

Sincerely yours,

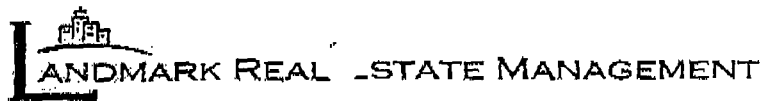
  
Justin Hoogs  
Law Clerk

(Enclosure)

cc: Mr. Ronald Thornton

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# EXHIBIT D



Telephone : 510-531-7784 • Fax: 510-531-7785  
E-mail: [landmarkrentmt@sbcglobal.net](mailto:landmarkrentmt@sbcglobal.net)

December 30, 2008

Ron Thornton  
2809- 8<sup>th</sup> Avenue #4  
Oakland, CA

Dear Mr. Thornton:

While your apartment is governed by the Oakland Rent Adjustment Program, the owner is entitled to take yearly increases as set forth by the rent board. Any increases not taken may be "banked" or deferred by the owner to subsequent years up to a maximum of ten years. The maximum allowable increase in any one year is limited to 3 times the current index. This year's index is 3.2%. Attached is a schedule of allowable increases for your unit.

This letter, therefore, serves as notice that your rent will be increased effective February 1<sup>st</sup> by \$29.00 to ~~\$839.00~~. This is your total rent and includes any money paid on your behalf by others. It also includes your parking.

Printed on the back of this notice you will find the notice entitled, Notice to Tenants of Residential Rent Adjustment Program. Receipt of this increase serves as constructive notice and receipt of both notices.

Thank you.



Holda Novelo

1437 Leimert Blvd. #D - Oakland, CA 94602

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# EXHIBIT E

Sonora Group, LLC  
P.O. Box 3627, Oakland, CA 94609

April 29, 2015

Sent via regular mail

**\*\*Notice of Changes In Terms of Tenancy\*\***

Ron Thornton  
2809 8<sup>th</sup> Avenue #4  
Oakland, CA 94610

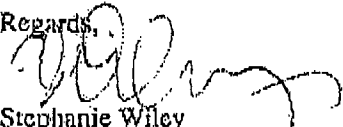
Dear Ron,

As you may or may not know, we review rental files at least annually and it's unfortunately time to inform you of a rent increase. Effective 06/01/15, your new monthly rent will be \$1,033.10 which is an increase of \$47.82. This translates into a 5.7% increase which is a CPI increase for prior/current years, to the extent not previously implemented, as permitted by the Oakland Rent Board regulations. Attached, please find a worksheet calculator from the Oakland Rent Adjustment Program that calculates this CPI increase.

As I think you know, your rent is temporarily increased by \$48.76 through 5/30/15 pursuant to the Rent Adjustment Board Hearing Decision dated 9/16/14 to catch up on the 2014 capital pass through increase prior to the Hearing Decision. Accordingly your new adjusted rent from 6/1/15 - 9/30/15 will be \$1,081.86 (\$1,033.10 + \$48.76). Starting 10/1/15 your rent will go down to the new level of \$1,033.10.

There are no other changes to your rental agreement. As a reminder there is rent control in the City of Oakland and while it's been provided previously, we have attached another copy of the Rent Adjustment Program notice for your reference on the back side of this notice. As always, please let me know if you have any questions.

Regards,

  
Stephanie Wiley  
On behalf of Sonora Group, LLC  
415-408-5731 phone/fax, swiley@blkoak.com

Enclosures

**Proof of Service**

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the foregoing Notice, of which this is a true copy, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Oakland, California on the above-named Resident(s) in possession on the manner indicated below:

       By delivering the notice personally to the Resident or to someone of suitable age and discretion at the address of \_\_\_\_\_ on the date of \_\_\_\_\_ at \_\_\_\_\_ o'clock

X The change in the terms being solely for an increase in rent, I served a copy to tenant (in accordance with Civil Code Section 827(b)(1)(B)) by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) \_\_\_\_\_.

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

\_\_\_\_\_  
Signature of Notice Server

\_\_\_\_\_  
Print Name of Server

Date: \_\_\_\_\_

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CITY OF OAKLAND



Department of Housing and Community Development  
Rent Adjustment Program

<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

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

**CALCULATION OF DEFERRED CPI INCREASES (BANKING)**

Initial move-in date	8-Jun-1993	MUST FILL IN D9, D10, D11 and D14	Case No.:		CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Jun-2015		Unit:	4	
Current rent (before increase and without prior cap. improve pass-through)	839				
Prior cap. imp. pass-through	\$ 146.28				
Date calculation begins	1-Jun-2004				
Base rent when calc. begins	\$710				

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

**ANNUAL INCREASES TABLE**

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
6/1/2015				1.9%	\$ 17.35	\$ 930.36
6/1/2014				2.1%	\$ 18.78	\$ 913.01
6/1/2013				3.0%	\$ 26.05	\$ 894.23
6/1/2012				2.0%	\$ 17.02	\$ 868.19
6/1/2011				2.7%	\$ 22.38	\$ 851.16
6/1/2010				0.7%	\$ 5.76	\$ 828.79
6/1/2009				3.2%	\$ 25.52	\$ 823.03
6/1/2008				3.3%	\$ 25.48	\$ 797.51
6/1/2007				3.3%	\$ 24.66	\$ 772.03
6/1/2006				3.3%	\$ 23.88	\$ 747.37
6/1/2005				1.9%	\$ 13.49	\$ 723.49
6/1/2004						\$710

**Calculation of Limit on Increase**

Prior base rent	\$839.00
Banking limit this year (3 x current CPI and not more than 10%)	5.7%
Banking available this year	\$ 47.82
Banking this year + base rent	\$ 886.82
Prior capital improvements recovery	\$ 146.28
Rent ceiling w/o other new increases	\$ 1,033.10

Notes:

- You cannot use banked rent increases after 10 years.
- CPI increases are calculated on the base rent only, excluding capital improvements pass-through.
- The banking limit is calculated on the base rent and excluding capital improvements pass-throughs.
- Banked rent is added to the base rent in the next annual rent adjustment.
- Banked rent is added to the base rent in the next annual rent adjustment.
- Banked rent is added to the base rent in the next annual rent adjustment.
- Banked annual rent increases are compounded.
- The current CPI is not included in banking limit is added to this spreadsheet for your convenience.

Revised April 23, 2015

# Statement

Prepared By: BlackOak Management  
 P. O. Box 3627  
 Oakland, CA 94609

Statement Period	Statement Date
6/18/1993 - 10/3/2015	10/28/2015

Page 1

Ron Thornton  
 2809 8th Avenue - 4  
 Oakland, CA 94610

Previous Balance	Balance Due
\$0.00	(\$226.00)

Account number 00160688  
 2809 - 4

Date	Memo	Increase	Decrease	Balance
6/18/1993	Security deposit	\$1,050.00		\$1,050.00
7/3/2013	Payment		\$1,050.00	\$0.00
8/1/2013	Charge	\$839.00		\$839.00
8/5/2013	August Rent (Check #3301)		\$614.00	\$225.00
8/5/2013	August Rent from Yvette A Flunder Foundation (Check #0099479048)		\$225.00	\$0.00
9/1/2013	Rent	\$839.00		\$839.00
9/4/2013	Payment (Check #3312)		\$614.00	\$225.00
9/7/2013	Late Fee	\$35.00		\$260.00
9/9/2013	September Rent from Yvette A Flunder Foundation (Check #0011063847)		\$225.00	\$35.00
9/9/2013	Credit to waive 1 late fees per mail delivery issue		\$35.00	\$0.00
10/1/2013	Rent	\$839.00		\$839.00
10/1/2013	Payment (Check #3320)		\$614.00	\$225.00
10/4/2013	Payment (Check #3323)		\$225.00	\$0.00
10/9/2013	October Rent Yvette A FLunder Foundation Inc, Dated 10/7/13 (Check #5604)		\$225.00	(\$225.00)
10/24/2013	Payment (Check #3330)		\$614.00	(\$839.00)
11/1/2013	Rent	\$839.00		\$0.00
11/4/2013	Payment (Check #0044661157)		\$225.00	(\$225.00)
12/1/2013	Rent	\$839.00		\$614.00
12/2/2013	Payment (Check #3338)		\$614.00	\$0.00
12/12/2013	December Rent from Yvette A Flunder Foundation Inc. (Check #0058930268)		\$225.00	(\$225.00)
1/1/2014	Rent	\$730.00		\$505.00
1/1/2014		\$109.00		\$614.00
1/3/2014	January 2014 Rent (Check #3346)		\$614.00	\$0.00
2/1/2014	Rent	\$730.00		\$730.00

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# Statement

Prepared By: BlackOak Management  
 P. O. Box 3627  
 Oakland, CA 94609

Statement Period	Statement Date
6/18/1993 - 10/3/2015	10/28/2015

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Date	Memo	Increase	Decrease	Balance
2/1/2014		\$109.00		\$839.00
2/4/2014	February Rent (Check #3354)		\$614.00	\$225.00
2/4/2014	February 2014 Rent from Yvette A. Flunder Foundation Inc (Check #0073950227)		\$259.00	(\$34.00)
2/21/2014	Oakland RAP Fee	\$15.00		(\$19.00)
3/1/2014	Rent	\$730.00		\$711.00
3/1/2014		\$109.00		\$820.00
3/4/2014	March 2014 Rent (Check #7339)		\$614.00	\$206.00
3/4/2014	RAP Fee (Check #3363)		\$15.00	\$191.00
3/11/2014	March 2014 Yvette A Flunder Foundation Inc Payment (Check #0087236983)		\$236.00	(\$45.00)
3/11/2014	March 2014 Yvette A Flunder Foundation Inc Payment (Check #0088190122)		\$236.00	(\$281.00)
4/1/2014	Rent	\$730.00		\$449.00
4/1/2014		\$109.00		\$558.00
4/1/2014	April 2014 Rent (Check #3369)		\$614.00	(\$56.00)
4/7/2014	April 2014 Yvette A Flunder Foundation Inc Payment (Check #0096639205)		\$236.00	(\$292.00)
5/1/2014	Rent	\$730.00		\$438.00
5/1/2014	Parking Income	\$109.00		\$547.00
5/5/2014	May 2014 Yvette A Flunder Foundation Inc Payment (Check #0005299709)		\$236.00	\$311.00
5/23/2014	May 2014 Rent (Check #3387)		\$558.00	(\$247.00)
6/1/2014	Rent	\$730.00		\$483.00
6/1/2014	Parking Income	\$109.00		\$592.00
6/1/2014	June 2014 Rent (Check #3389)		\$614.00	(\$22.00)
6/5/2014	Yvette A Flunder Foundation Inc June 2014 Payment (Check #0015471140)		\$236.00	(\$258.00)
7/1/2014	Rent	\$730.00		\$472.00
7/1/2014	Parking Income	\$109.00		\$581.00
7/3/2014	July 2014 Rent (Check #3395)		\$614.00	(\$33.00)
7/7/2014	Yvette A Flunder Foundation Inc July Payment (Check #0023510049)		\$236.00	(\$269.00)
8/1/2014	Rent	\$730.00		\$461.00
8/1/2014	Parking Income	\$109.00		\$570.00
8/4/2014	August Rent (Check #3404)		\$493.00	\$77.00

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# Statement

Prepared By: BlackOak Management  
 P. O. Box 3627  
 Oakland, CA 94609

Statement Period	Statement Date
6/18/1993 - 10/3/2015	10/28/2015

Page 3

Date	Memo	Increase	Decrease	Balance
8/4/2014	August 2014 Yvette A Flunder Foundation Inc Payment (Check #5907)		\$313.00	(\$236.00)
9/1/2014	Rent	\$730.00		\$494.00
9/1/2014	Parking Income	\$109.00		\$603.00
9/1/2014	September 2014 Rent (Check #3414)		\$603.00	\$0.00
9/9/2014	September 2014 Rent (Check #0053094378)		\$236.00	(\$236.00)
10/1/2014	Parking Income	\$109.00		(\$127.00)
10/1/2014	Rent	\$876.28		\$749.28
10/1/2014	Past Rent Owed. (Check #3423)		\$585.12	\$164.16
10/1/2014	October 2014 Rent + Parking (Check #3424)		\$749.28	(\$585.12)
10/1/2014	Charge for 48.76 6/14-09/14 rent difference	\$585.12		\$0.00
10/6/2014	Yvette A Flunder Foundation Inc October 2014 Payment (Check #0062123344)		\$236.00	(\$236.00)
11/1/2014	Rent	\$876.28		\$640.28
11/1/2014	Parking Income	\$109.00		\$749.28
11/1/2014	November 2014 Rent (Check #3428)		\$749.28	\$0.00
11/1/2014	November 2014 Rent (Check #0070909776)		\$236.00	(\$236.00)
12/1/2014	Rent	\$876.28		\$640.28
12/1/2014	Parking Income	\$109.00		\$749.28
12/1/2014	December 2014 Rent (Check #3431)		\$749.28	\$0.00
12/1/2014	Yvette A Flunder Foundation Inc Payment (Check #0080479604)		\$236.00	(\$236.00)
1/1/2015	Rent	\$876.28		\$640.28
1/1/2015	Parking Income	\$109.00		\$749.28
1/1/2015	January 2015 Rent (Check #3436)		\$749.28	\$0.00
1/5/2015	Yvette A Flunder Foundation Inc January 2015 Payment (Check #0089755281)		\$236.00	(\$236.00)
2/1/2015	Rent	\$876.28		\$640.28
2/1/2015	Parking Income	\$109.00		\$749.28
2/2/2015	February 2015 Rent (Check #3443)		\$749.28	\$0.00
2/6/2015	Yvette A Flunder Foundation Inc February 2015 Payment (Check #0000284816)		\$236.00	(\$236.00)
3/1/2015	Rent	\$876.28		\$640.28
3/1/2015	Parking Income	\$109.00		\$749.28
3/1/2015	March 2015 Rent (Check #3447)		\$749.28	\$0.00
3/1/2015	2015 RAP Fee	\$15.00		\$15.00

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# Statement

Prepared By: BlackOak Management  
 P. O. Box 3627  
 Oakland, CA 94609

Statement Period	Statement Date
6/18/1993 - 10/3/2015	10/28/2015

Date	Memo	Increase	Decrease	Balance
3/9/2015	Yvette A Flunder Foundation March Payment (Check #0009596612)		\$236.00	(\$221.00)
3/9/2015	RAP Fee Payment (Check #3450)		\$15.00	(\$236.00)
3/15/2015	2015 RAP Fee	\$15.00		(\$221.00)
4/1/2015	Rent	\$876.28		\$655.28
4/1/2015	Parking Income	\$109.00		\$764.28
4/1/2015	April 2015 Rent (Check #3455)		\$749.28	\$15.00
4/1/2015	Yvette A Flunder Foundation Inc April 2015 Payment (Check #0000006124)		\$236.00	(\$221.00)
5/1/2015	Rent	\$876.28		\$655.28
5/1/2015	Parking Income	\$109.00		\$764.28
5/1/2015	May 2015 Rent (Check #3459)		\$749.28	\$15.00
5/5/2015	Yvette A Flunder Foundation Inc May 2015 Payment (Check #0043368180)		\$236.00	(\$221.00)
6/1/2015	Rent	\$924.10		\$703.10
6/1/2015	Parking Income	\$109.00		\$812.10
6/4/2015	Payment (Check #3467)		\$798.10	\$14.00
6/4/2015	Payment-Yvette Flunder Foundation		\$236.00	(\$222.00)
7/1/2015	Rent	\$924.10		\$702.10
7/1/2015	Parking Income	\$109.00		\$811.10
7/2/2015	07/15 (Check #3473)		\$798.10	\$13.00
7/15/2015	rent 07/15 (Check #0062246001)		\$236.00	(\$223.00)
8/1/2015	Rent	\$924.10		\$701.10
8/1/2015	Parking Income	\$109.00		\$810.10
8/4/2015	rent 08/2015 (Check #3479)		\$798.10	\$12.00
8/6/2015	yvette A Flunder Foundation (Check #0070881477)		\$236.00	(\$224.00)
9/1/2015	Rent	\$924.10		\$700.10
9/1/2015	Parking Income	\$109.00		\$809.10
9/3/2015	09/15 (Check #3485)		\$798.10	\$11.00
9/8/2015	Yvette Flunder Foundation (Check #80753289)		\$236.00	(\$225.00)
10/1/2015	Rent	\$924.10		\$699.10
10/1/2015	Parking Income	\$109.00		\$808.10
10/3/2015	Payment for 10/2015 (Check #3490)		\$798.10	\$10.00
10/3/2015	Yvette A Flunder Foundation Payment 10/2015 (Check #0089019497)		\$236.00	(\$226.00)

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Enclosed is a statement of terms of the Rental Agreement / Lease for the premises you are renting located at: 2609 8TH AVE, unit # (if applicable) SPOT #1  
OAKLAND, CA 94610  
(City) (Zip)

Owner & Tenant(s) state the following:

1. a) You are in possession of the above described premises on (check correct response):  
 Month-to-Month Rental Agreement  
 Lease - beginning on 1/1/99 and ending on NOV 13 CURRENT  
 b) The rental due date is:  1<sup>st</sup> of each month  15<sup>th</sup> of each month  
 Other \_\_\_\_\_  
 c) Rent has been paid to (date): THROUGH OCTOBER 2003  
 d) The current monthly rent is \$ SPOT A - \$25 FOR MOTORCYCLE. SPOT B - \$50 FOR AUTOMOBILE  
 e) Date of last rent increase: RENT INCREASE FOR PARKING WAS GIVEN SEPTEMBER 2000  
 \* f) The amount of security deposit is \$50.00 for garage opener  
 g) If a separate "last month's rent deposit" was given, that amount is \$ NO  
 2. The names and ages of all residents are: RONALD TRIENTON  
 3. Tenant has not been given any free rent, partial rent, rebate, rent abatements, or rent concessions of any kind, except as follows: NO  
 4. Tenant and Owner / Agent represent that Tenant  
 a) is not in default of the performance of any obligations under the Lease  
 b) has not committed any breach of the Lease, and  
 c) has not received any notice of default under the Lease which has not been cured.  
 5. The enclosed is a true copy of the Rental Agreement / Lease and modifications, if any, as stated under exceptions below: \_\_\_\_\_  
 6. Rental unit does not need maintenance work at this time and is in good repair except as follows: ACT - HNT?

Owner / Agent Signature:  
The above information is correct as of 10/4/2003 [Signature]  
(Date) Owner / Agent Signature

Tenant Signature:  
The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.

The above information is correct as of 10-28-03 [Signature]  
(Date) Owner / Agent Signature

PLEASE RETURN THIS COMPLETED FORM WITHIN TEN (10) DAYS AFTER RECEIPT.

\* THIS ESTOPPEL IS A SEPARATE AGREEMENT BETWEEN LANDLORD AND TENANT. THIS AGREEMENT HAS ALWAYS BEEN PAID SEPARATELY AND IS NOT IN ANY WAY RELATED TO THE HABITATION OF UNIT #1.

\* As per conversation with Harvey Rudman deposit of \$50.00 for garage door opener. Received 10-28-03



## CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case No.: T19-0313, T19-0510 & T20-0054

Case Name: McQuillion v. American Liberty  
McQuillion v. American Liberty Investment  
McQuillion v. JJCM Investments

Property Address: 3114 Ashbrook Court, Oakland, CA

Parties: Fatima McQuillion (Tenant)  
Broderick Brown (Tenant Representative)  
JJCM Investments (Owner)

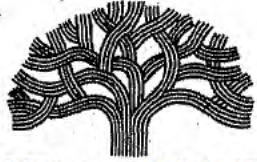
### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 10, 2019 November 6, 2019 January 1, 2020
Owner Response filed	October 15, 2019
Order to consolidate	May 20, 2020
Administrative Decision mailed	February 18, 2021
Tenant Appeal filed	March 4, 2021

000049

T19-0313 MS/MA

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
For date stamp.



CITY OF OAKLAND

**CITY OF OAKLAND**

**RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Ste. 5313  
Oakland, CA 94612-0243  
(510) 238-3721

JUN 10 AM 10:25

**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>FESTIMA McQuillion</i>	Rental Address (with zip code) <i>3114 Ashbrook Ct OAKLAND CA 94601</i>	Telephone: [REDACTED]
Your Representative's Name	Mailing Address (with zip code)	E-mail:
Property Owner(s) name(s) <i>AMERICAN Liberty</i>	Mailing Address (with zip code) <i>P.O. Box 577374 Modesto CA 95357-7374</i>	Telephone: [REDACTED]
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	E-mail:

Number of units on the property: 8

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 checked="" 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 checked="" type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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

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

Date you moved into the Unit: Feb 1997 Initial Rent: \$ \_\_\_\_\_ /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: Don't Remember. 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>12-18 est</u>	<u>1-1-19</u>	\$ <u>881.08</u>	\$ <u>986.08</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No <u>Don't Recall!</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); *Laundry Room*
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s) *April 2018*
- 3) when you notified the owner of the problem(s); and *April 2018*
- 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.

*John McDaniel*  
\_\_\_\_\_  
Tenant's Signature

*6-10-19*  
\_\_\_\_\_  
Date

Empty rectangular box for additional information or notes.

Empty rectangular box for additional information or notes.

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

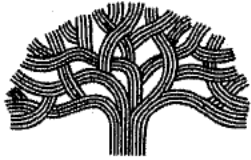
- \_\_\_\_\_ Printed form provided by the owner
- \_\_\_\_\_ Pamphlet distributed by the Rent Adjustment Program
- \_\_\_\_\_ Legal services or community organization
- \_\_\_\_\_ Sign on bus or bus shelter
- \_\_\_\_\_ Rent Adjustment Program web site
- \_\_\_\_\_ Other (describe): \_\_\_\_\_

Wash machines have not worked  
since 2018 April. Informed them  
in April of 2018 said it would be  
fixed Has not been fixed as of  
6-10-19

JMA

6-10-19

T19-0510 MS/EL



CITY OF OAKLAND

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

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 RENT ADJUSTMENT PROGRAM

2019 NOV -6 PM 3:57

**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 <i>FATIMA McQuillion</i>	Rental Address (with zip code) <i>3114 Ashbrook Ct Oakland CA 94601</i>	Telephone: [REDACTED]
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) <i>American Liberty Inv.</i>	Mailing Address (with zip code) <i>7205 Spyglass Drive Modesto CA 95356</i>	Telephone: [REDACTED]
		Email: [REDACTED]
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 8

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

<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.
<input checked="" type="checkbox"/>	(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)
<input checked="" type="checkbox"/>	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 2-1-1997 Initial Rent: \$ 700.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: ? 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>Not</u>	<u>11-1-19</u>	<u>\$ 1095.8</u>	<u>\$ 1187.90</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:

T1-0152
T18-0152 OWNER NEVER complied to order
T19-0313 which I WANT to consolidate with this petition

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? [X] Yes [ ] No
Are you claiming any serious problem(s) with the condition of your rental unit? [X] Yes [ ] No

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

- 1) a list of the lost housing service(s) or problem(s); LACK
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.

Latima McMillion
Tenant's Signature

11-6-19
Date

[Empty rectangular box]

[Empty rectangular box]



250 FRANK OGAWA PLAZA, OAKLAND, CA 94612

2019 NOV - 6 PM 3: 57

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:** T18-0152, McQuillion v. American Liberty Investment  
**PROPERTY ADDRESS:** 3114 Ashbrook Court, Oakland, CA  
**DATE OF HEARING:** August 8, 2018  
**DATE OF INSPECTION:** August 31, 2018  
**DATE OF DECISION:** September 20, 2018  
**APPEARANCES:** Fatima McQuillian (Tenant)  
Fred Lewis (Agent for Owner)  
Perlita Flores (Witness for Owner)

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RENT ARBITRATION PROGRAM  
2019 NOV - 6 PM 3: 57

## SUMMARY OF DECISION

The tenant's petition is partly granted.

## CONTENTIONS OF THE PARTIES

The tenant filed a petition on February 21, 2018, which alleges that a proposed rent increase from \$948.10 to \$1,090 per month, effective March 1, 2018, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that she received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase; that she was unsure when she received the form Notice to Tenants (RAP Notice); and that there exists a health, safety, fire, or building code violation in her unit or there are serious problems with the conditions in her rental unit, as follows: mold: roaches; and a doorbell to get through the security gate was never installed.

The owner did not file a response to the petition.

000058

## THE ISSUES

- (1) Is there a valid reason for the owner failing to file a response to the tenant's petition?
- (2) When, if ever, did the tenant receive the RAP Notice?
- (3) Is the tenant contesting a rent increase?
- (4) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

## EVIDENCE

No Response: The tenant's petition states the owner's address as 2624 Foothill Blvd. in Oakland, and the Rent Adjustment Program mailed a copy of the tenant's petition, a blank response form, and Notice of Hearing to that address. No response was filed.

At the Hearing, the tenant testified that she has always paid her rent at the Foothill Blvd. address. She submitted a copy of a letter to her from the owner regarding pest control, dated January 22, 2018.<sup>1</sup> This letter states the owner's address as 2624 Foothill Blvd, Oakland, CA.

Mr. Lewis testified that he never received correspondence from the Rent Adjustment Program regarding this case. On August 3, the building manager of the subject building told him that the tenant had told her about the Hearing, which is why he appeared at the Hearing. He further testified that the address of his company is 7205 Spyglass, Modesto, CA. This address has always been used in written communications with tenants, with only one exception. Further, he has always filed responses in other cases with the Rent Adjustment Program, and he would have filed a response in this case if he had been properly notified.

The owner was allowed to fully participate in the Hearing.

Has there been a rent increase? The tenant testified that her rent has not been increased from \$1,090 per month.

RAP Notice: Official Notice is taken of the Hearing Decision in Case No. T17-0298, McQuillian v. Triple Good Investment & Mgt., which has long since become final. In that case, it was found that the tenant received the RAP Notice in August 2002.

### Decreased Housing Services:

Mold: The tenant's petition states that she moved into her rental unit in the year 1997. She testified that mold began to develop throughout the unit on the year 2012. She does not know the cause of the mold, but she had noted that her windows fog up when she is cooking. She keeps the bathroom window open all the time, but does not open other windows when the weather is cold. She has washed the walls with bleach, but the mold returned in less than a month. She last washed the walls other than the kitchen walls a few years ago, because she has a disability which limits the use of her hands. Being on a fixed low income, she cannot afford to hire someone to wash the walls.

---

<sup>1</sup> Exhibit No. 1, which was admitted into evidence without objection.

The tenant further testified that, after reporting the mold to the owner, in April 2012, she received a letter from the owner that her unit would be re-done to eliminate the mold. However, in order for this work to be done, she would need to sign a statement releasing the owner from liability from damage resulting from the movement of her furniture. She refused to sign this statement, so the work was never done. The owner denied any further notice regarding mold.

The owner's agent submitted a form from the owner's files entitled "Maintenance Request" regarding the tenant's unit, on which is hand-written "rcvd: 8/8/17."<sup>2</sup> This form states, in part: "The following items need to be repaired: "mold round windows and under carpet."

The tenant submitted photographs of a number of surfaces in her rental unit, that she took on July 27, 2018, and which depict a considerable amount of mold.<sup>3</sup> She also submitted a document entitled Mold Inspection Report prepared by Indoor Restore Environmental Services following an inspection of the tenant's unit on March 7, 2018.<sup>4</sup> This report documents several types of mold growth throughout the unit.

On August 31, 2018, the tenant's unit was inspected by Barbara Cohen, a Hearing Officer with the Rent Adjustment Program. Following her inspection, Ms. Cohen prepared a Declaration, a copy of which is attached as Attachment "A." This Declaration states, in part: "I looked throughout the unit, asking the tenant to point out areas of concern regarding mold . . . The tenant referred to areas on the floor in the kitchen where she believed there was mold. I did not visualize any mold on the kitchen floor . . . There are significant signs of mold inside the kitchen cabinets . . .

There are stains and signs of what appears to be mold underneath the entry way carpet. . . The living room windows . . . have staining on the frames and sills that may be mold. . . The bathroom ceiling has a large amount of mold . . . The left bedroom has staining on the window frames, the window sills that may be mold. . . The right bedroom . . . window sills and window frames have staining on the wall . . . that could be mold. . . There is clutter throughout the unit, particularly in the hallway and right bedroom. . . Additionally, there are three dogs in the unit."

Roaches: The tenant testified that Terminex personnel treat her unit every other week. The owner's agent agreed with this testimony. However, she believes that roaches return because the whole building is not sprayed.

Security Gate Doorbell: The tenant testified that a doorbell was never put in the building security gate, which was installed in the year 2002.

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

No Response: Administrative Notice is taken of the fact that the owner filed responses to tenant petitions in 4 prior cases with the Rent Adjustment Program. In each of these cases, the tenant

<sup>2</sup> Exhibit No. 44B, which was admitted into evidence without objection.

<sup>3</sup> Group Exhibit No. 40, which photos were admitted into evidence without objection.

<sup>4</sup> Exhibit Nos. 1 through 38. The owner's agent objected to the admission of this document into evidence because he had not seen it. The objection was overruled, and the documents were admitted into evidence.

provided the owner's address as 7205 Spyglass, Modesto, CA. It is therefore reasonable to assume that, if the tenant had provided the Modesto address for the owner, the owner would also have filed a response to her petition.

The Board has held that, if there is not a good cause for an owner's failure to file a response to a tenant's petition, the owner's participation in the Hearing shall be limited to cross-examination and presenting a summation.<sup>5</sup> However, under the particular circumstances in this case, it was fair to allow the owner to participate fully in the Hearing.

Has there been a rent increase? Based upon the tenant's testimony, it is found that the tenant's petition does not contest a rent increase. Therefore, before considering the tenant's claims of decreased housing services, the rent is \$1,090 per month.

RAP Notice: It is found that the tenant received the RAP Notice in the year 2002.

Decreased Housing Services: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>6</sup> and may be corrected by a rent adjustment.<sup>7</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services.

If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days after of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

If the decreased housing service is for a condition that is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for 90 days before the petition is filed.<sup>8</sup>

The tenant first received the RAP Notice in the year 2002, far more than 90 days before filing her petition on February 21, 2018. Therefore, the tenant can only be granted relief on her claims for decreased housing services beginning 90 days before the date on which she filed her petition. Allowable claims of decreased housing services therefore begin on November 21, 2017.

Mold: The owner's own maintenance request record states that the tenant submitted a maintenance request regarding mold on August 8, 2017. There is obviously a great deal of mold in the tenant's unit, and the owner should reasonably have taken steps to eradicate the mold by September 2017. No action was taken. Extensive mold is not only unsightly, but it is a potential health hazard, as well.

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<sup>5</sup> Santiago v. Vega, Case No. T02-0404

<sup>6</sup> O.M.C. Section 8.22.070(F)

<sup>7</sup> O.M.C. Section 8.22.110(E)

<sup>8</sup> O.M.C. Section 8.22.090(A)(3)

The presence of mold has reduced the package of housing services by 10% since September 2017. Because of the current decrease in housing services, the rent is reduced by 10%, being \$109 per month, to \$981 per month. This rent decrease will remain in effect until the owner sends the tenant a notice that a licensed contractor will enter her unit within one week for the purpose of eradicating the mold, as specified in the Order below.

The tenant has denied the owner access to the unit to eradicate the mold in the past. If the tenant again denies access to a licensed contractor for the purpose of eradicating the mold, the rent reduction will end on the following month.

Further, the tenant has overpaid rent since November 2017. As set forth on the following Table, the tenant overpaid rent during that time in the amount of \$1,199. The overpayment is ordered repaid over a period of 12 months.<sup>9</sup> The rent is temporarily reduced by \$99.92 per month, to \$881.08 per month, beginning with the rent payment in November 2018 and ending with the rent payment in October 2019.

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Mold	1-Nov-17	30-Sep-18	\$1,090	10%	\$109.00	11	\$1,199.00
<b>TOTAL LOST SERVICES</b>							<b>\$1,199.00</b>

**RESTITUTION**

MONTHLY RENT	\$1,090
<b>TOTAL TO BE REPAYED TO TENANT</b>	<b>\$1,199.00</b>
TOTAL AS PERCENT OF MONTHLY RENT	110%
AMORTIZED OVER 12 MO. BY REG. IS	<b>\$99.92</b>

Roaches: It is found that the owner has acted reasonably in having professional pest control come to the tenant's unit every other week. Therefore, the claim is denied.

Security Gate Doorbell: This condition has been the same for years before the tenant filed her petition. The tenant's claim is time-barred, and is denied.

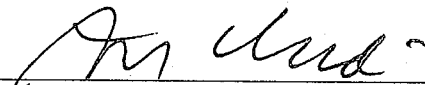
**ORDER**

1. Petition T1-0152 is partly granted.
2. The Base Rent is \$1,090 per month.
3. Because of an ongoing decrease in housing services, the rent is reduced by 10%, being \$109 per month, to \$981 per month.

<sup>9</sup> Regulations, Section 8.22.110(F)

4. Because of past decreased housing services, the tenant overpaid rent in the amount of \$1,199. The overpayment is ordered repaid over a period of 12 months.
5. The rent is temporarily reduced by \$99.92 per month, to \$881.08 per month, beginning with the rent payment in November 2018 and ending with the rent payment in October 2019.
6. If there is no intervening rent increase, in November 2019, the rent will increase to \$981 per month.
7. When the owner sends the tenant a notice that a licensed contractor will enter her unit within one week for the purpose of eradicating the mold, the owner may increase the rent by \$109 per month, after giving proper notice in accordance with Civil Code Section 827.
8. The owner may otherwise be eligible for a rent increase.
9. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached 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: September 20, 2018

  
\_\_\_\_\_  
Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

# CITY OF OAKLAND



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

Department of Housing and Community Development  
Rent Adjustment Program

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

## DECLARATION RE: SITE INSPECTION

**CASE NUMBER: T18-0152, McQuillion v. American Liberty Investments**

**PROPERTY ADDRESS: 3114 Ashbrook Court, Oakland, CA.**

**DATE OF INSPECTION: August 31, 2018**

I, Barbara M. Cohen, declare as follows:

1. I am a Hearing Officer with the City of Oakland's Rent Adjustment Program.
2. On August 31, 2018, I performed an inspection at 3114 Ashbrook Court, Oakland, CA.
3. I was asked to inspect the unit for signs of mold.
4. Present at the inspection was the owner representative, Fred Lewis; the owner's maintenance supervisor, Gino Macias; the apartment manager, Perlita Flores; and the tenant, Fatima McQuillion.
5. I looked throughout the unit, asking the tenant to point out areas of concern regarding mold.
6. The photographs attached to this Declaration, are true and correct copies of the photographs taken at the inspection.
7. In the kitchen a new window has been installed. (Photo 1.) The tenant referred to areas on the floor in the kitchen where she believed there was mold. I did not visualize any mold on the kitchen floor. (Photos 2-3). There are significant signs of mold inside the kitchen cabinets. (Photos 4-6.)
8. The tenant lifted up the carpet at the entry way. There are stains and signs of what appears to be mold underneath the entry way carpet. (Photo 7.)
9. The carpet throughout the unit is dirty, shredding, and uneven in places. It is not possible to tell from looking whether the visible dark stains are mold. (See photos 7, 12, 14, 19, and 30.)

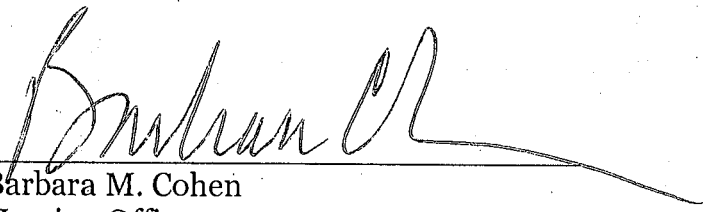
ATTACHMENT 000064  
A, P. 1



10. The living room windows, which are aluminum framed windows, have staining on the frames and sills that may be mold. (Photos 8-9.)
11. The bathroom ceiling has a large amount of mold and the room smells moldy. (Photos 10 and 11.)
12. The tenant lifted up the carpet in the hallway, adjacent to the bathroom door. This carpet was being held down with tape. Under the carpet, on the wood floor, there are stains that appear to be mold and the wood is in disrepair. (Photos 12 and 13.) The tenant also lifted up the carpet at the entrance to the left bedroom. The mat under the carpet is shredded and the wood floor underneath there are stains that appear to be mold. (Photo 14.)
13. The left bedroom has staining on the window frames, the window sills and the walls that may be mold. (Photos 15-18 and 29.)
14. The right bedroom has torn up carpet at the entryway with stains that appear to be mold. (Photo 19.) The window sills and window frames have staining that may be mold. (Photos 20-22.) There is also staining on the wall above the bedroom door in the right bedroom that could be mold.
15. There is clutter throughout the unit, particularly in the hallway and right bedroom. (Photos 14, 23, and 25.) Additionally, there are three dogs in the unit.
16. Many of the windows in the unit were open on my arrival.
17. In the hallway there is a wall heater. There is staining around that heater and on an adjacent wall that may be mold. (Photos 26-28.)

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

September 4, 2018

  
Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

*Wlita Pearlita Hand  
alleged  
Received  
At 6:30  
6-17-2019*

**THREE DAY NOTICE TO PAY RENT OR QUIT**  
(Failure to Pay Rent)  
California Code of Civil Procedure 1161(2)  
Oakland Municipal Code § 8.22.360A(1)

To: **FATIMA MCQUILLION** AND ALL OTHER OCCUPANTS IN POSSESSION:

PREMISES: **3114 Ashbrook Court, Oakland, CA 94601**  
County of Alameda

NOTICE IS HEREBY GIVEN that the rent due under your rental agreement for the above premises has not been paid and is now due in the amount of **Three Thousand Seven Hundred Twenty-Four Dollars and Ninety-Nice Cents (\$3,724.99)** as stated below:

<u>Term</u>	<u>Rent Due</u>	<u>Pkg #5</u>	<u>Paid</u>	<u>Balance</u>
<b>BALANCE FORWARD</b>				<b>\$ 124.67</b>
March 2019	\$890.00	\$110.00	\$0.00	\$1124.67
		Rent Bd Adj.	\$(\$99.92)	\$1024.75
April 2019	\$890.00	\$110.00	\$0.00	\$2024.75
		Rent Bd Adj.	\$(\$99.92)	\$1924.83
May 2019	\$890.00	\$110.00	\$0.00	\$2924.83
		Rent Bd Adj.	\$(\$99.92)	\$2824.91
June 2019	\$890.00	\$110.00	\$0.00	\$3834.91
		Rent Bd Adj.	\$(\$99.92)	\$3724.99

**TOTAL "RENT" BALANCE DUE TO COMPLY WITH THIS NOTICE: \$3,724.99**

The term "RENT" herein includes parking space #5 as per agreement in 2012 that parking space was incorporated into and treated as part of the lease and rent controlled space. Parking space #2 is subject to subsequent separate agreement and is not part of rent controlled space and amounts remaining due under this agreement (\$195 per month for March through June 2019 \$780.00) are not included above as "rent". Payments made prior to March 2019, however, have been allocated, in part, against money owed for Parking Space 2. Amounts due under the separate agreement for Parking Space 2 are the subject of a separate notice to perform or quit.

Please be advised that payments made credit debts as they first accrue such that payments are used against oldest debts first.

Please be advised that calculations herein utilize a monthly base rent of \$908.72 exclusive of parking from July 2017

through October 2018 and of \$890 from November 2018 through June 2019 accounting for the rent board decision. HOWEVER, SUCH USE HEREIN IS NOT INTENDED TO AND SHALL NOT CONSTITUTE A WAIVER OR ESTOPPEL OF CLAIM THAT THE CORRECT MONTHLY RENT EXCLUSIVE OF PARKING IS WAS AND SHOULD BE \$908.72 from November 2018 forward. IN REVIEW OF RENTAL HISTORY IS HAS BEEN DETERMINED THAT YOU UNILATERALLY AND FRAUDULENTLY STOPPED PAYING RENT OF \$908.72 AND INSTEAD PAID \$890.00 UPON AMERICAN LIBERTY INVESTMENTS PURCHASE OF THE BUILDING IN JULY 2017.

THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY RENT OR QUIT AS PROVIDED BY CALIFORNIA LAW. ALL PREVIOUSLY SERVED THREE DAY NOTICES TO PAY RENT OR QUIT, INCLUDING BUT NOT LIMITED TO THE

NOTICE TO PAY RENT OR QUIT DATED AND SERVED IN MARCH 2018, MISTAKENLY CALCULATING THE PAST DUE RENT, ARE HEREBY WITHDRAWN AND RESCINDED.

WITHIN THREE DAYS after this notice is served, you must pay the above total rent balance due in full or deliver up possession of the Premises to your landlord or your landlord's agent. If you do not pay or deliver up possession, then your landlord will, and hereby does, declare the forfeiture of your rental agreement and will file an Unlawful Detainer lawsuit in order to recover possession of the Premises, plus all unpaid rent owed through the expiration date of this Notice, damages for each day of occupancy after that date, and if allowed by your rental agreement or law, attorneys' fees and costs incurred. Please be further advised that an additional award of up to \$600 may be requested against you if you maliciously fail to comply with this Notice pursuant to California Code of Civil Procedure Section 1174(b).

The name, address and telephone number of the person to whom the rent shall be paid or to whom possession returned is: **AMERICAN LIBERTY INVESTMENTS, LP, 2624 Foothill Boulevard #100, Oakland, CA 94601 or Agent Perlita Flores; Telephone 510-434-1313.** Payment must be made in person by cash, cashier's check(s) or money order(s). The usual days and hours that person will be available to receive the rent are: **Monday through Friday, 9AM to 6PM and Saturday 10AM to 2PM.**


This notice is given in good faith with honest intent and with no ulterior motive pursuant to Oakland Municipal Code, Section 8.22.360 A(1) which provides in relevant part that failure to pay rent or quit after service of at least 3 days notice requesting same is a just cause for eviction. Similarly, under

both State Law and Local Ordinance failure to pay rent is a serious violation of the lease agreement and constitutes good cause for eviction under the Low Income Housing Tax Credit Program.

Please be advised that "Information regarding evictions is available from the City of Oakland's Rent Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612, (510) 238-3501, website: [www.oaklandnet.com](http://www.oaklandnet.com). (as of January 2004)"

Pursuant to California Civil Code § 1785.26, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Date: June 12, 2019

  
\_\_\_\_\_  
Perlita Flores, Property Manager

4812-4079-0681, v. 1

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

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

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



P.O. BOX 70243, OAKLAND, CA 94612-2043  
 Departamento de Desarrollo Comunitario y Vivienda  
 Programa de Ajustes en el Alquiler

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

**AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL**

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos de renta (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en renta construidas antes de 1983. No aplica para unidades subsidiadas, la mayoría de las viviendas de una sola familia, condominios y algunos otros tipos de unidades. Para más información sobre las unidades cubiertas, contacte a la oficina de RAP.
- Usted tiene derecho a presentar una petición con RAP para impugnar un aumento de alquiler que sea mayor al ajuste anual del Índice de Precios al Consumidor (Consumer Price Index, CPI). Un propietario puede realizar un aumento en la renta mayor al índice CPI, pero con límites, para: mejoras de capital, aumentos en los gastos operativos y aumento anual diferido de renta ("bancario"). Ningún aumento anual a la renta podrá exceder el 10%. Si usted lo solicita, el propietario deberá proporcionarle un resumen por escrito de las razones para cualquier aumento que supere la tasa del CPI. Si el propietario disminuye sus servicios de vivienda, esto podrá ser un aumento en su renta. Las disminuciones en los servicios de vivienda incluyen problemas sustanciales con las condiciones de una unidad.
- Cómo disputar un aumento de renta:** Si el propietario entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud: (1) en un plazo de (90) días a partir de la fecha del aviso de aumento de renta si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento de la renta; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento de renta si este Aviso a los Inquilinos no fue entregado con la notificación de aumento de la renta. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6th Fl, Oakland, también puede visitar: <http://www2.oaklandnet.com/Government/hcd/o/RentAdjustment>
- Si usted impugna un aumento de renta, debe pagar su renta con el aumento impugnado hasta que presente la petición. Una vez que haya presentado su petición, si el aumento de renta refleja el monto de la tasa CPI de manera separada, usted debe pagar su renta más el incremento CPI. Si la tasa CPI no ha sido reflejada por separado, usted podrá pagar la renta que pagaba antes del aviso de aumento de renta. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha efectiva del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las unidades cubiertas. Para más información contacte la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por unidad al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. Su pago por la tarifa anual no forma parte del alquiler. No se requiere que los inquilinos de unidades subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)

**INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES**

- Fumar (encierra en un círculo) **ESTÁ** o **NO ESTÁ** permitido en la Unidad \_\_\_\_\_, unidad que usted pretende alquilar.
- Fumar (encierra en un círculo) **ESTÁ** o **NO ESTÁ** permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las unidades donde se permite fumar).
- (Encierre en un círculo), **HAY** o **NO HAY** un área designada al aire libre para fumar. Se encuentra en \_\_\_\_\_.

Recibí una copia de este aviso el \_\_\_\_\_

(Fecha)

(Firma del inquilino)

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

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

Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản tiếng Việt, xin gọi (510) 238-3721.

Revisado el 23 de septiembre de 2016  
 HCDrap201610a SP

000070



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

房屋與社區發展部

(Department of Housing and Community Development)

租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721

傳真 (510) 238-6181

TDD (510) 238-3254

**住宅租金調整計劃的租客通知書**

- 屋崙(奧克蘭)市的租金調整計劃 (RAP) 旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章), 主要針對於 1983 年以前大多數出租住宅單位。此計劃不適用於受補助單位、多數單家庭住宅、共管公寓和其他部份類型的住宅單位。若要了解哪些單位在本計劃限制範圍內, 請聯絡 RAP 辦公室。
- 您有權利向 RAP 提出請願, 對超過一般年租金漲幅 (CPI 調漲金額) 的租金調漲提出異議。業主可因以下理由將租金調漲超過 CPI 調整率, 但有限制: 固定資產改進、營運支出增加, 以及遞延年租金調漲(「累積」調漲)。任何年租金調漲不得超過 10%。若漲幅超過 CPI 調整率, 您可要求業主提供租金上漲的書面證明。若業主減少您的住房服務, 可視為租金調漲。住房服務減少包括單位狀況出現顯著問題。
- 對租金上漲提出質疑: 如果業主在租期一開始就提供這份租客通知, 且: (1) 業主還一併提出租金調漲通知, 則您必須在收到租金調整通知後九十(90) 天內提出請願; (2) 業主沒有一併提出租金調漲通知, 則您必須在收到租金調整通知後的 120 天內提出請願。如果業主在租期一開始時沒有提供這份租客通知, 您就必須在第一次收到這份租客通知後的九十(90) 天內提出請願。如需相關資訊並索取請願書, 請前往房屋協助中心 (Housing Assistance Center) 的租金調整計劃 (RAP) 辦公室親自索取: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland; 還可上網站取得: <http://www2.oaklandnet.com/Government/hcd/o/RentAdjustment>
- 如果您對租金調漲有異議, 在您提出請願之前, 您仍必須支付質疑的調漲租金。在您正式提出請願後, 如果租金調漲通知單中另外陳述了以 CPI 調整率計算的金額, 則您必須支付原租金加上 CPI 調漲金額。若通知單中並未另外陳述 CPI 調整率, 您可支付在收到租金調漲通知單前所支付的租金。若調漲經核准但您並未支付, 您將積欠從調漲生效日期起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則 (屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊, 請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年對每個出租單位向業主收取「租金計劃服務費」(Rent Program Service Fee)。若此費用準時繳納, 則業主有權向您收取一半費用。您支付的年費不是租金的一部分。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為, 並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙(奧克蘭)市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)

**針對租客的吸煙政策聲明**

- 單位 \_\_\_\_\_ (您有意承租的單位) 「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位 「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項), 該吸煙區位於 \_\_\_\_\_。

我於 \_\_\_\_\_ 收到本通知書 \_\_\_\_\_

(日期)

(租客簽名)

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

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

Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản tiếng Việt, xin gọi (510) 238-3721.

9/23/16 修訂

HCDrap201610a CH

**FATIMA MCQUILLION**  
 90-7182 3222 41507 **1373**  
 DATE 1-1-15

PAY TO THE ORDER OF Triple Good \$ 1076.00  
One thousand seventy six Dollars DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent 265 Storage Fatima McQuillion

⑆322271627⑆

Posting Date:20150105  
 Sequence Number:5780370864  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001373  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000013418  
 UDK:703150105005780370864  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001373  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:5

FOR DEPOSIT ONLY  
 Bank of the West <121100782>  
 Triple Good Investment & Management LLC A/C# 017-040881  
 DO NOT WRITE ON THIS LINE

⑆121100782⑆ <81/85/2015.000268288899968>

RECEIVED  
 CITY OF OAKLAND  
 RENT ARBITRATION PROGRAM  
 2019 NOV 19 PM 12:14

**FATIMA MCQUILLION**  
 90-7182 3222 41507 **1374**  
 DATE 2-1-15

PAY TO THE ORDER OF T.G.I.M. LLC. \$ 1076.00  
One Thousand Seventy six Dollars DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent 265 Fatima McQuillion

⑆322271627⑆

Posting Date:20150206  
 Sequence Number:5770482865  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001374  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000008481  
 UDK:703150206005770482865  
 Cost Center:

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Bank of the West <121100782>  
Triple Good Investment &  
Management LLC A/C# 017-040881

Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001374  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:1

90-7162 41507  
3222

FATIMA MCQUILLION

1375

DATE 3-1-15

PAY TO THE ORDER OF Triple Good Management \$ 1076.00

One thousand Seventy six Dollars and 00/100 DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO put 2-5 range Fatima McQuillion

⑆322271627⑆

Posting Date:20150306  
Sequence Number:3680956016  
Amount:\$1,076.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001375  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000008258  
UDK:703150306003680956016

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For Deposit Only  
Bank of the West <121100782>  
Triple Good Investment &  
Management LLC A/C# 017-040881

⑆322271627⑆

Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001375  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:11

000072

4/9/2019



FATIMA MCQUILLION  
 90-7162 3222 41507 1376  
 DATE 4-1-15  
 PAY TO THE ORDER OF Triple Good Investment Management \$ 1076.00  
One thousand seventy six Dollars 00/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent 215 Garage Fatima McQuillion  
 ⑆322271627⑆

Posting Date:20150406  
 Sequence Number:7980451272  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001376  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000012546  
 UDK:703150406007980451272  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001376  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:6

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 Bank of the West -121100782>  
 Triple Good Investment &  
 Management LLC A.C.# 017-040881  
 BOTW >121188782< 84/86/2015 608268278236148

FATIMA MCQUILLION  
 90-7162 3222 41507 1377  
 DATE 5-1-15  
 PAY TO THE ORDER OF Triple Good Investment Management \$ 1076.00  
One thousand seventy six Dollars 00/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent 2-5 Garage Fatima McQuillion  
 ⑆322271627⑆

Posting Date:20150508  
 Sequence Number:1470319625  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001377  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000008201

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For Deposit Only  
Bank of the West <12100782>  
Triple Good Investment & Management LLC / C# 017-040881

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121188782 < 05/28/2015 08026825821378 >

FATIMA MCQUILLION

90-7182 41507 3222

DATE 6-1-15

PAY TO THE ORDER OF *Triple Good management* \$1076.00

*One Thousand Seventy six Dollars* DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO *Rent of 245 Heritage* *Fatima McQuillion*

⑆322271627⑆

UDK:703150508001470319625

Cost Center:

Teller Number:

Teller Sequence Number:

Missing Image:5

PE Indicator:N

Application Code:1

Trancode:001377

DB/CR:DB

Item Type:P

Processing Date:

#:3

FATIMA MCQUILLION

90-7182 41507 3222

1378

DATE 6-1-15

PAY TO THE ORDER OF *Triple Good management* \$1076.00

*One Thousand Seventy six Dollars* DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO *Rent of 245 Heritage* *Fatima McQuillion*

⑆322271627⑆

Posting Date:20150612

Sequence Number:3090673607

Amount:\$1,076.00

Account:984588510

Routing Transit Number:32227162

Check/Serial Number:000000001378

Bank Number:703

IRD Indicator:0

BOFD:000000000

Capture Source:PV

Entry Number:0000007963

UDK:703150612003090673607

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Triple Good Investment & Management LLC / C# 017-040881

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121188782 < 05/12/2015 08026825821378 >

FATIMA MCQUILLION

90-7182 41507 3222

DATE 6-1-15

PAY TO THE ORDER OF *Triple Good management* \$1076.00

*One Thousand Seventy six Dollars* DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO *Rent of 245 Heritage* *Fatima McQuillion*

⑆322271627⑆

Cost Center:

Teller Number:

Teller Sequence Number:

Missing Image:5

PE Indicator:N

Application Code:1

Trancode:001378

DB/CR:DB

Item Type:P

Processing Date:

#:7

FATIMA MCQUILLION  
 90-7182 41507 3222  
 1379  
 DATE 7-1-15  
 PAY TO THE ORDER OF T.G.M.I. \$ 1076.00  
One thousand seventy six Dollars and 00/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent 265 Garage  
Fatima McQuillion  
 ⑆322271627⑆

Posting Date:20150702  
 Sequence Number:1470480687  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001379  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000008054  
 UDK:703150702001470480687

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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC AC# 017-040881  
 BOTO >121100782< 07/02/2015 000268268248388

Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001379  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #.2

Posting Date:20150807  
 Sequence Number:1470006548  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001380  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000

**000075**  
 4/9/2019

FATIMA MCQUILLION  
 90-7182 41507 1380  
 3222  
 DATE August 1, 2015  
 PAY TO THE ORDER OF Triple Good Investment Management \$1076.00  
 One thousand seventy six and 00/100 DOLLARS  
 CHASE  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent  
 Fatima McQuillion  
 ⑆322271627⑆

Capture Source:PV  
 Entry Number:0000007346  
 UDK:703150807001470006548  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001380  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:4

BTW >121100782< 08/07/2015 888268388417398  
 ENDORSE HERE  
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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

FATIMA MCQUILLION  
 90-7182 41507 1381  
 3222  
 DATE 9-1-15  
 PAY TO THE ORDER OF Triple Good Investment & Management \$1076.00  
 One thousand seventy six and 00/100 DOLLARS  
 CHASE  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & 265 Storage  
 Fatima McQuillion  
 ⑆322271627⑆

Posting Date:20150904  
 Sequence Number:6380503673  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001381  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000007906  
 UDK:703150904006380503673  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001381  
 DB/CR:DB

000076

4/9/2019

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. 1092  
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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040981  
 ENDORSE HERE  
 121100782 < 09/04/2015 888268288361768

Item Type:P  
 Processing Date:  
 #:8

FATIMA MCQUILLION 99-7102 41507 1382  
 3222  
 DATE 10-1-15  
 PAY TO THE ORDER OF Triple Good Management \$1076  
 One thousand seventy six Dollars  
 CHASE  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rest of 2015 Budget Fatima McQuillion  
 3222716271

Posting Date:20151006  
 Sequence Number:4790952156  
 Amount:\$1,076.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001382  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV

BOTM >121100782< 10/05/2015 888268288361768  
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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040981  
 ENDORSE HERE

Entry Number:0000001538  
 UDK:703151006004790952156  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001382  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:10

Posting Date:20151106  
 Sequence Number:3680298843  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001383  
 Bank Number:703

000077  
 4/9/2019

**FATIMA MCQUILLION** 90-7182 41507 1383  
3222  
 DATE 11-1-15

PAY TO THE ORDER OF Triple Good Management \$1090.90  
One thousand ninety dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent Garage 205 Fatima McQuillion

⑆322271627⑆

IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006946  
 UDK:703151106003680298843  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001383  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:12

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 Triple Good Investment &  
 Management LLC BIC# 017-040881

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⑆01⑆ <121188782< 1178672815 8882682681438⑆

**FATIMA MCQUILLION** 90-7182 41507 1384  
3222  
 DATE 12-1-15

PAY TO THE ORDER OF Triple Good Investments & Management \$1090.90  
One thousand Ninety Dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent d. 205 Garage Fatima McQuillion

⑆322271627⑆

Posting Date:20151208  
 Sequence Number:4790677263  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001384  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000001377  
 UDK:703151208004790677263  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001384  
 DB/CR:DB

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BOFA >121100782< 12/07/2015 000260270550020

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Triple Good Investment &  
Management LLC A/C# 017-040881

Item Type:P  
Processing Date:  
#9

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**FATIMA MCQUILLION** 90-7182 3222 41507 **1385**

DATE 1-1-16

PAY TO THE ORDER OF Triple Good Investment and Management \$ 1,090.90  
One Thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent Storage 245 Fatima McQuillion

⑆322271627⑆

Posting Date:20160108  
 Sequence Number:3090321997  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001385  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006753  
 UDK:703160108003090321997

Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001385  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:10

- 12 7

⑆121109782⑆ 01/09/2016 88826829880

For Deposit Only  
 Bank of the West #21100712  
 Triple Good Investment &  
 Management LLC A/C # 017-060981  
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**FATIMA MCQUILLION** 90-7182 3222 41507 **1386**

DATE 2-1-16

PAY TO THE ORDER OF Triple Good Management \$ 1,090.90  
One thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent 245 Storage Fatima McQuillion

⑆322271627⑆

Posting Date:20160208  
 Sequence Number:3270926980  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001386  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000011108  
 UDK:703160208003270926980  
 Cost Center:



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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

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 90-7162 3222 41507  
 BOTM >121188782< 02/08/2016 888268268214738

Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001386  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:11

90-7162 3222 41507  
**1387**

FATIMA MCQUILLION  
 [REDACTED]  
 DATE 3-1-16

PAY TO THE ORDER OF Triple Good Invest. Man \$ 1090.90  
One thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent 265 garage Fatima McQuillion

@3222716271 [REDACTED]

Posting Date:20160304  
 Sequence Number:1470882985  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001387  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:00000000  
 Capture Source:PV  
 Entry Number:0000007574  
 UDK:703160304001470882985  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001387  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:3

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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

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 BOTM >121188782< 03/04/2016 888268268535768

90-7162 3222 41507 **1388**

FATIMA MCQUILLION  
 [REDACTED]

DATE 4-1-16

PAY TO THE ORDER OF Triple Good Invest & Management \$ 1,090.90  
One thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent @ 245 Garage Fatima McQuillion

⑆322271627⑆ [REDACTED]

Posting Date:20160408  
 Sequence Number:3880000515  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001388  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000007140  
 UDK:703160408003880000515

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 Triple Good Investment &  
 Management LLC A/C# 017-040881

⑆121100782< 84/88/2816 8882682688579⑆

Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001388  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:1

90-7162 3222 41507 **1389**

FATIMA MCQUILLION  
 [REDACTED]

DATE 5-1-16

PAY TO THE ORDER OF Triple Good Invest & Management \$ 1090.90  
One thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent @ 245 Garage Fatima McQuillion

⑆322271627⑆ [REDACTED]

Posting Date:20160506  
 Sequence Number:3880525469  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001389  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000007071

**000082**

4/9/2019

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Bank of the West <121100782>  
Triple Good Investment &  
Management LLC/MC# 017-040881

90-7162 3222 41507

>121100782< 05/06/2016 0002602600229

1390

DATE June 1 2016

PAY TO THE ORDER OF Triple Good

One thousand ninety Dollars <sup>99/100</sup> \$1090.90

CHASE JPMorgan Chase Bank, N.A. www.Chase.com

MEMO Rent & 2 1/2 Garage Fatima McQuillion

⑆322271627⑆

UDK:703160506003880525469

Cost Center:

Teller Number:

Teller Sequence Number:

Missing Image:5

PE Indicator:N

Application Code:1

Trancode:001389

DB/CR:DB

Item Type:P

Processing Date:

#:8

FATIMA MCQUILLION

90-7162 3222 41507

1390

DATE June 1 2016

PAY TO THE ORDER OF Triple Good

One thousand ninety Dollars <sup>99/100</sup> \$1090.90

CHASE JPMorgan Chase Bank, N.A. www.Chase.com

MEMO Rent & 2 1/2 Garage Fatima McQuillion

⑆322271627⑆

Posting Date:20160603

Sequence Number:6380432902

Amount:\$1,090.90

Account:984588510

Routing Transit Number:32227162

Check/Serial Number:000000001390

Bank Number:703

IRD Indicator:0

BOFD:000000000

Capture Source:PV

Entry Number:0000007528

UDK:703160603006380432902

Cost Center:

Teller Number:

Teller Sequence Number:

Missing Image:5

PE Indicator:N

Application Code:1

Trancode:001390

DB/CR:DB

Item Type:P

Processing Date:

#:12

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FOR DEPOSIT ONLY  
Bank of the West <121100782>  
Triple Good Investment &  
Management LLC/MC# 017-040881

90-7162 3222 41507

>121100782< 06/03/2016 0002602600780

1390

DATE June 1 2016

PAY TO THE ORDER OF Triple Good

One thousand ninety Dollars <sup>99/100</sup> \$1090.90

CHASE JPMorgan Chase Bank, N.A. www.Chase.com

MEMO Rent & 2 1/2 Garage Fatima McQuillion

⑆322271627⑆

**FATIMA MCQUILLION**  
 8887  
 90/7162  
 DATE 7-1-16

PAY TO THE ORDER OF Triple Good Management \$ 1090.90  
One thousand ninety Dollars 9/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent & Gas Fatima McQuillion

⑆322271627⑆

Posting Date:20160706  
 Sequence Number:1470038314  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000008887  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006937  
 UDK:703160706001470038314

Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:008887  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:5

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 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

⑆121100782< 87/06/2016 00026025⑆1234

Posting Date:20160808  
 Sequence Number:2670101261  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001481  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000

000084

4/9/2019

FATIMA MCQUILLION 90-7162 3222 41507 1481

DATE 8-1-16

PAY TO THE ORDER OF Triple Good Management \$ 1,090.90

One thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent # 2-5 Garage Fatima McQuillion

⑆322271627⑆

Capture Source:PV  
 Entry Number:0000001354  
 UDK:703160808002670101261  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001481  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #7

DO NOT WRITE IN THIS LINE

⑆121100782⑆ < 88 05 / 2016 ⑆008268288778318⑆

FOR DEPOSIT ONLY  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

FATIMA MCQUILLION 8886

DATE 9-1-16 90/7162

PAY TO THE ORDER OF Triple Good Management \$ 1,090.90

One thousand ninety Dollars 90/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent # Garage # 2 & 5 Fatima McQuillion

⑆322271627⑆

Posting Date:20160907  
 Sequence Number:6080323395  
 Amount:\$1,090.90  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000008886  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000001478  
 UDK:703160907006080323395  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:008886  
 DB/CR:DB

Item Type:P  
Processing Date:  
#:2

ENDORSE HERE  
For Deposit Only  
Bank of the West <121100782>  
Triple Good Investment &  
Management LLC A/C# 017-040881  
DO NOT WRITE IN THESE SPACES  
BOTM >121100782< 09/06/2016 888258368792859

FATIMA MCQUILLION  
8885  
DATE 10-1-16 90/7162  
PAY TO THE ORDER OF Triple Good Management \$ 1,090.90  
One Thousand Ninety Dollars 90/100  
CHASE JPMorgan Chase Bank, N.A. www.Chase.com  
MEMO Rent 245 Garage  
Fatima McQuillion  
⑆322271627⑆




Posting Date:20161007  
Sequence Number:3490831724  
Amount:\$1,090.90  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:00000008885  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000006923  
UDK:703161007003490831724  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:008885  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:9

ENDORSE HERE  
For Deposit Only  
Bank of the West <121100782>  
Transmarinis RE Investment  
LLC A/C# 035-048900  
DO NOT WRITE IN THESE SPACES  
BOTM >121100782< 10/01/2016 888258368865218

Posting Date:20161104  
Sequence Number:3680388994  
Amount:\$1,108.72  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001482  
Bank Number:703

000086

4/9/2019

FATIMA MCQUILLION 90-7182 41507  
3222 1482  
 [REDACTED] DATE 11-1-16  
 PAY TO THE ORDER OF \_\_\_\_\_ \$ 1,108.72  
Eleven Hundred eight Dollars <sup>72</sup>/<sub>100</sub> DOLLARS    
**CHASE**   
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & Storage Fatima McQuillion  
 @3222716271 [REDACTED]




IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000007091  
 UDK:703161104003680388994  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001482  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #6

For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC: A/C# 017-040881  
 LINE 10 E X

ENDORSE HERE

\* Financial Machine E-Service of your institution, please call

BOF >121100782< 11/04/2016 000260280911500

FATIMA MCQUILLION 90-7182 41507  
3222 1483  
 [REDACTED] DATE 12-1-16  
 PAY TO THE ORDER OF Triple Good Management \$ 1,108.72  
Eleven Hundred eight Dollars <sup>72</sup>/<sub>100</sub> DOLLARS    
**CHASE**   
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & Storage Fatima McQuillion  
 @3222716271 [REDACTED]

Posting Date:20161205  
 Sequence Number:4390333799  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001483  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000010615  
 UDK:703161205004390333799  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001483  
 DB/CR:DB

Item Type:P

Processing Date:

#:4

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ENDORSE HERE

**For Deposit Only**  
Bank of the West <121100782>  
Triple Good Investment &  
Management LLC A/C# 017-040881

DO NOT WRITE, SIGN OR STAMP OVER THIS LINE

>121100782< 12/05/2016 888268310252348

7. Security Code  
Not used for this instrument  
Security Features: Results of Encumbrance Search:  
Original Date: 12/05/2016  
\* Federal Reserve Board of Governors



**FATIMA MCQUILLION**  
 [Redacted]  
 90-7162 3222 41507 **1484**  
 DATE 1-1-17  
 PAY TO THE ORDER OF Triple Good Management \$ 1,108.72  
One thousand One Hundred eight Dollars 72/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent Garage 245 Fatima McQuillion  
 ⑆ 3 2 2 2 7 1 6 2 7 ⑆

Posting Date:20170106  
 Sequence Number:2790929789  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001484  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006664  
 UDK:703170106002790929789  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001484  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:12

DO NOT WRITE IN THESE AREAS

For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040891

BOTM >121168782< 01/06/2017 888268278273288

**FATIMA MCQUILLION**  
 [Redacted]  
 90-7162 3222 41507 **1485**  
 DATE 2-1-17  
 PAY TO THE ORDER OF Triple good Management \$ 1,108.72  
One thousand one hundred eight Dollars 72/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent 245 Garage Fatima McQuillion  
 ⑆ 3 2 2 2 7 1 6 2 7 ⑆

Posting Date:20170206  
 Sequence Number:3690243886  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001485  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000009345  
 UDK:703170206003690243886  
 Cost Center:

000089

4/9/2019

⑆07⑆ >121100782< 02/03/2017 0002683381453

For Deposit Only  
Bank of the West <121100782>  
Triple Good Investment &  
Management LLC A/C# 017-040881

Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001486  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:4

FATIMA MCQUILLION

99-7162  
3222 41507

1486

DATE 3-1-17

PAY TO THE  
ORDER OF

Triplegood Invest & Management | \$ 1,108.72

One thousand One Hundred eight 72/100 DOLLARS

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Rent & Garage 205 Fatima McQuillion

⑆322271627⑆

Posting Date:20170306  
Sequence Number:5490818578  
Amount:\$1,108.72  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial  
Number:000000001486  
Bank Number:703  
IRD Indicator:0  
BOFD:00000000  
Capture Source:PV  
Entry Number:0000010337  
UDK:703170306005490818578

Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001486  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:7

⑆07⑆ >121100782< 03/06/2017 000268338814388

For Deposit Only  
Bank of the West <121100782>  
Triple Good Investment &  
Management LLC A/C# 017-040881

ENDORSE HERE

000090

4/9/2019



UDK:703170505006470800989  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001488  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:11

**For Deposit Only**  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

121188782 85/85/2817 888268258537448

**FATIMA MCQUILLION**  
 90-7162 41507 1489  
 3222  
 DATE 6-1-17  
 PAY TO THE ORDER OF Triple Good Invest. Managements \$ 1,108.72  
One thousand one hundred eight Dollars <sup>00/100</sup> DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent - 2 1/2 garages  
Fatima McQuillion  
 ⑆322276627⑆

Posting Date:20170605  
 Sequence Number:3280755034  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001489  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:00000000  
 Capture Source:PV

Entry Number:0000009067  
 UDK:703170605003280755034  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001489  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:5

**For Deposit Only**  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

DO NOT WRITE IN THIS LINE

121188782 85/85/2817 888268368928128

90-7162 3222 41507 1490

FATIMA MCQUILLION  
 OAKLAND, CA 94601-2062

DATE 7-5-17

PAY TO THE ORDER OF American Liberty Invest. \$ 1,090.00  
One thousand ninety Dollars and 00/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent Garage 245 Fatima McQuillion

⑆322271627⑆

Posting Date:20170706  
 Sequence Number:8270797469  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001490  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000005732  
 UDK:703170706008270797469  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001490  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:10

The security features listed below, as well as those not listed, are checked in the following guidelines:

Security Features:  
 Microprint Line  
 Results of security alert:  
 Small type in line appears as dotted line when photocopied  
 Changes to Serial Number  
 Absence of Color  
 Security Seals  
 Verbage on back of check

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 FEDERAL RESERVE BANK OF SAN FRANCISCO

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Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 6974-AMERICAN LIBERTY INVESTMENT  
 Acct# 031666974

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR FINANCIAL INSTITUTION USE

BOTW 121100782  
 161456655035750  
 7/6/2017

Posting Date:20170807  
 Sequence Number:7090173827  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001491  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000

000093  
 4/9/2019

90-7162 41507 1491  
3222

FATIMA MCQUILLION  
3114 ASHBROOK CT 510-390-0996  
OAKLAND, CA 94601-2582

DATE 8-4-17

PAY TO THE ORDER OF American Liberty Invest \$ 1090.00

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent Garage 245 Fatima McQuillion MP

⑆322271627⑆ 984588510⑆1491

Capture Source:PV  
Entry Number:0000006501  
UDK:703170807007090173827  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001491  
DB/CR:DB  
Item Type:P  
Processing Date:  
#3

The security features listed below, as well as those not listed, meet industry guidelines.

Security Features:  
Microprint Line  
Chemically Sensitive Paper  
Security Schem

• Thousands of document alterations  
• Small type in line appears as dotted line when photocopied  
• Strips or spots may appear with chemical alteration  
• Document watermark on back of check

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

BOTW 121100782  
286807415038650  
8/5/2017

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
6974-AMERICAN LIBERTY INVESTMENT  
Acct# 031666974

ENDORSE HERE

90-7162 41507 1493  
3222

FATIMA MCQUILLION  
[REDACTED]

DATE 9-3-17

PAY TO THE ORDER OF American Liberty Invest \$ 1090.00  
One thousand ninety Dollars

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent Garage 245 Fatima McQuillion MP

⑆322271627⑆ [REDACTED]

Posting Date:20170906  
Sequence Number:2790550318  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001493  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000006281  
UDK:703170906002790550318  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001493  
DB/CR:DB

000094

4/9/2019

Item Type:P  
Processing Date:  
#6

ENDORSE HERE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
2973-OAKLAND AFFORD HS GRP LLC  
Acct# 025252973

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

BOTW 121100782  
882225376041100  
9/6/2017

*The security features listed below, as well as those not listed, exceed industry guidelines.*  
Security Features:  
MicroPrint Line  
Chemically Sensitive Paper  
Security Strips  
Faint, of document alteration:  
• Ink Small type in fine appears as dotted line when photocopied  
• Stains or spots may appear with chemical alteration  
• Absence of Original Document Watermark on back of check  
\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

90-7162 41507 1494  
3222

DATE 10-5-17

PAY TO THE ORDER OF American Liberty \$ 1,090.00  
One thousand ninety Dollars & 00/100

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent @ 245 garage Fatima McQuillion MP

⑆322271627⑆

Posting Date:20171006  
Sequence Number:3290066352  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001494  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000001423  
UDK:703171006003290066352  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001494  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:13

ENDORSE HERE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
2973-OAKLAND AFFORD HS GRP LLC  
Acct# 025252973

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

BOTW 121100782  
013832181044320  
10/5/2017

*The security features listed below, as well as those not listed, exceed industry guidelines.*  
Security Features:  
MicroPrint Line  
Chemically Sensitive Paper  
Security Strips  
Faint, of document alteration:  
• Ink Small type in fine appears as dotted line when photocopied  
• Stains or spots may appear with chemical alteration  
• Absence of Original Document Watermark on back of check  
\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Posting Date:20171106  
Sequence Number:3790559981  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001495  
Bank Number:703

000095

4/9/2019






Item Type:P

Processing Date:

#:8

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 ENDORSE HERE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
6974-AMERICAN LIBERTY INVESTMENT  
Acct# 031666974

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

BOTW 121100782  
083997939049010  
12/4/2017

PS-52

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:	Results of document alteration:
MicroPrint Line	• If Small type in line appears as dotted line when photocopied
Chemically Sensitive Paper	• Stains or spots may appear with chemical alteration
Security Scam	• Absence of Original Document* • Bludge on back of check

000097  
4/9/2019

FATIMA MCQUILLION 90-712 3222 41807 1485

DATE 2-1-17

PAY TO THE ORDER OF Triple good Management \$ 1,108.72

One thousand one hundred eight Dollars <sup>72/100</sup> DOLLARS

**CHASE**  
Morgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent to 245 Garage Fatima McQuillion

⑆322271627⑆

Posting Date:20170206  
 Sequence Number:3690243886  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001485  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000009345  
 UDK:703170206003690243886

⑆322271627⑆

For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-0408891

Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001485  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:10

FATIMA MCQUILLION 90-7182 3222 41507 1486

DATE 3-1-17

PAY TO THE ORDER OF Triplegood Investment Management \$ 1,108.72

One thousand One Hundred eight <sup>72/100</sup> DOLLARS

**CHASE**  
Morgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent to Garage 245 Fatima McQuillion

⑆322271627⑆

Posting Date:20170306  
 Sequence Number:5490818578  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001486  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000010337  
 UDK:703170306005490818578  
 Cost Center:

000098



FATIMA MCQUILLION  
 [REDACTED]  
 00-7188 41907 1487  
 3222  
 DATE 4-1-17  
 PAY TO THE ORDER OF Triple Good Investments (Manage) \$ 1,108.72  
 One thousand one hundred eight dollars <sup>72/100</sup> DOLLARS  
 CHASE  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & Gas Garage  
 Fatima McQuillion  
 @322276627@

Posting Date:20170407  
 Sequence Number:5690857961  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001487  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006646  
 UDK:703170407005690857961

ENC  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881  
 @322276627@

Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001487  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:8

FATIMA MCQUILLION  
 [REDACTED]  
 00-7188 41907 1488  
 3222  
 DATE 5-3-17  
 PAY TO THE ORDER OF Triple Good Investments \$ 1,108.72  
 One thousand one hundred eight dollars <sup>72/100</sup> DOLLARS  
 CHASE  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & Gas Garage  
 Fatima McQuillion  
 @322276627@

Posting Date:20170505  
 Sequence Number:6470800989  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001488  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006553  
 UDK:703170505006470800989  
 Cost Center:

000100

① ENDORSE HERE  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

① ENDORSE HERE  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001488  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:11

FATIMA MCQUILLION  
 00-7162 41507 1489  
 3222  
 DATE 6-1-17

PAY TO THE ORDER OF Triple Good Invest. Managements \$ 1,108.72  
One thousand one hundred eight Dollars <sup>72/100</sup> DOLLARS

CHASE  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent - 265 garages Fatima McQuillion

⑆322271627⑆

Posting Date:20170605  
 Sequence Number:3280755034  
 Amount:\$1,108.72  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001489  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000009067  
 UDK:703170605003280755034  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001488  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:5

① ENDORSE HERE  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

① ENDORSE HERE  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

① ENDORSE HERE  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

① ENDORSE HERE  
 For Deposit Only  
 Bank of the West <121100782>  
 Triple Good Investment &  
 Management LLC A/C# 017-040881

000101

**FATIMA MCQUILLION** 90-7162 41507 1490  
3222

DATE 7-5-17

PAY TO THE ORDER OF American Liberty Invest. \$ 1,090.00  
One thousand ninety Dollars 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent Garage 245 Fatima McQuillion

⑆322276627⑆

Posting Date:20170706  
Sequence Number:8270797469  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001490  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000005732  
UDK:703170706008270797469  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001490  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:9

The security features listed below are used as they are not listed, check Treasury guidelines.

**Security Features:**

- Microprint Line
- Colorful Security Paper
- Security Thread
- Results of treatment alteration:
  - for Small Denominations
  - as shown on the front of the note
  - Stamps or signs may appear with
  - numerical alteration
  - Absence of Original Document
  - Change on back of check

⑆322276627⑆

BOTW 121100782  
161456055035750  
7/8/2017

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

Pay to the order of Bank of the West  
For Deposit Only 121100782  
6974-AMERICAN LIBERTY INVESTMENT  
Acct# 031666974

ENDORSE HERE

**FATIMA MCQUILLION** 90-7162 41507 1491  
3222

DATE 8-4-17

PAY TO THE ORDER OF American Liberty Invest \$ 1090.00  
One thousand ninety Dollars 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent Garage 245 Fatima McQuillion

⑆322276627⑆

Posting Date:20170807  
Sequence Number:7090173827  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001491  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000006501







**FATIMA MCQUILLION** 90-7182 41507 1495  
3222

DATE 11-3-17

PAY TO THE ORDER OF American Liberty \$ 1,090.00  
One thousand ninety Dollars DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Real Estate Manager Fatima McQuillion

⑆3 2227 1627⑆

Capture Source:PV  
Entry Number:000005518  
UDK:703171106003790559981  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001495  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:1

The security features listed below, as well as those not listed, are used to verify the authenticity of the document.

**Security Features:**

- Hologram
- Microprint
- Color Shifting Ink
- Chemical Reaction
- Security Strips
- Watermark
- UV Features
- Denial Lines
- Small Text
- Serial Numbers
- Spines of Spots
- Address of Origin
- Address of Destination
- Address of Issuance
- Address of End Use

Indicates the location of the security features on the document. For more information, visit [www.fedres.org](http://www.fedres.org).

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

BOTW 121100782  
904886687046720  
11/4/2017

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE.  
RESERVED FOR FINANCIAL INSTITUTION USE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
6974 AMERICAN LIBERTY INVESTMENT  
Acct# 031666974

ENDORSE HERE

**FATIMA MCQUILLION** 90-7182 41507 1496  
3222

DATE 12-4-17

PAY TO THE ORDER OF American Liberty \$ 1,090.00  
One thousand ninety Dollars DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Real Estate Manager Fatima McQuillion

⑆3 2227 1627⑆

Posting Date:20171205  
Sequence Number:8080097505  
Amount:\$1,090.00  
Account:9B4588510  
Routing Transit Number:32227162  
Check/Serial Number:00000001496  
Bank Number:703  
IRD Indicator:0  
BOFD:00000000  
Capture Source:PV  
Entry Number:000001265  
UDK:703171205008080097505  
Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001496  
DB/CR:DB

The security features listed below, as well as those not listed, exceed industry guidelines.

**Security Features:**

- Paper: 100% cotton
- Color: Vibrant colors
- Size: Standard size
- Watermark: Large watermark
- Hologram: Hologram
- Microprint: Microprint
- Security Thread: Security thread
- Fluorescence: Fluorescence
- Infrared: Infrared
- Magnetic Ink Character Recognition (MICR): MICR

BOTW 121100782  
083997939049010  
12/4/2017

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

Pay to the order of Bank of the West  
For Deposit Only 121100782  
6974-AMERICAN LIBERTY INVESTMENT  
Acct# 031666974

ENDORSE HERE

Item Type:P  
Processing Date:  
#:7

**FATIMA MCQUILLION** 00-7182 41807 322 1497

DATE 1-5-2018

PAY TO THE ORDER OF American Liberty \$ 1,090.00

One thousand ninety dollars & 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Red 265 Garage Fatima McQuillion

⑆322276627⑆

Posting Date:20180108  
Sequence Number:1470915271  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001497  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000008743  
UDK:703180108001470915271

The security features listed below, as well as those not listed, exceed industry guidelines.

**Security Features:**

- Paper: 100% cotton
- Color: Vibrant colors
- Size: Standard size
- Watermark: Large watermark
- Hologram: Hologram
- Microprint: Microprint
- Security Thread: Security thread
- Fluorescence: Fluorescence
- Infrared: Infrared
- Magnetic Ink Character Recognition (MICR): MICR

BOTW 121100782  
530462247052520  
1/8/2018

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

Pay to the order of Bank of the West  
For Deposit Only 121100782  
6974-AMERICAN LIBERTY INVESTMENT  
Acct# 031666974

ENDORSE HERE

Cost Center:  
Teller Number:  
Teller Sequence Number:  
Missing Image:5  
PE Indicator:N  
Application Code:1  
Trancode:001497  
DB/CR:DB  
Item Type:P  
Processing Date:  
#:10

Posting Date:20180206  
Sequence Number:3390719954  
Amount:\$1,090.00  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001498  
Bank Number:703

000106

3/15/2019

**FATIMA MCQUILLION** 90-7182 322 41807 1498  
 DATE 2-5-18

PAY TO THE ORDER OF American Liberty School \$ 1090.00  
One thousand ninety Dollars & 00/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent CES Charge Fatima McQuillion

⑆322271627⑆

IRD Indicator:0  
 BOFD:00000000  
 Capture Source:PV  
 Entry Number:000001177  
 UDK:703180206003390719954  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001498  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:3

Security Features: **Security Features listed below, as used as they are not listed, contact industry authorities.**

7/round line  
 Security Features:  
 • Small type in the upper right corner  
 • Shiny or spark may appear with certain colors  
 • U.S. Great Seal  
 • U.S. Treasury Seal  
 • U.S. Treasury Seal  
 • U.S. Treasury Seal

BOTW 121100782  
 517748557054810  
 2/5/2018

Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 6974-AMERICAN LIBERTY INVESTMENT  
 Acct# 031668974

ENDORSE HERE

**FATIMA MCQUILLION** 90-7182 322 41807 1499  
 DATE 3-5-18

PAY TO THE ORDER OF American Liberty \$ 1090.00  
One thousand ninety Dollars & 00/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent CES Charge Fatima McQuillion

⑆322271627⑆

Posting Date:20180307  
 Sequence Number:2180113637  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001499  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000006451  
 UDK:703180307002180113637  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001499  
 DB/CR:DB  
 Item Type:P





**Teller Number:**  
**Teller Sequence Number:**  
**Missing Image:5**  
**PE Indicator:N**  
**Application Code:1**  
**Trancode:001501**  
**DB/CR:DB**  
**Item Type:P**  
**Processing Date:**  
**#:1**

ENDORSE HERE

Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 8304- American Liberty Investment  
 Acct# 051958304

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

BOTW 121100782  
 174897035002000  
 5/5/2018

The security features listed below, as well as those not listed, protect and verify your check.  
**Security Features:**  
 Microprint: Rows of document alterations  
 Security Paper: Small type in line appears as dotted line when photocopied  
 Chemical Sensitivity: Stains or spots may appear with certain cleaning agents  
 Security Screen: Absence of Original Document watermark on back of check

**FATIMA MCQUILLION** 90-7182 41507 1502  
322  
 DATE 6-1-18  
 PAY TO THE ORDER OF American Liberty \$ 1,090.00  
One thousand ninety Dollars DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & Storage 245 Latina McQuillion  
 ⑆3 2227 6627⑆

**Posting Date:20180606**  
**Sequence Number:8870199380**  
**Amount:\$1,090.00**  
**Account:984588510**  
**Routing Transit Number:32227162**  
**Check/Serial Number:00000001502**  
**Bank Number:703**  
**IRD Indicator:0**  
**BOFD:000000000**  
**Capture Source:PV**  
**Entry Number:0000004360**  
**UDK:703180606008870199380**  
**Cost Center:**  
**Teller Number:**  
**Teller Sequence Number:**  
**Missing Image:5**  
**PE Indicator:N**  
**Application Code:1**  
**Trancode:001502**  
**DB/CR:DB**  
**Item Type:P**  
**Processing Date:**  
**#:5**

ENDORSE HERE

Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 8304- American Liberty Investment  
 Acct# 051958304

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

BOTW 121100782  
 457045074004730  
 6/5/2018

The security features listed below, as well as those not listed, protect and verify your check.  
**Security Features:**  
 Microprint: Rows of document alterations  
 Security Paper: Small type in line appears as dotted line when photocopied  
 Chemical Sensitivity: Stains or spots may appear with certain cleaning agents  
 Security Screen: Absence of Original Document watermark on back of check

**FATIMA MCQUILLION** 90-7162 3222 41507 **1503**  
 DATE 7-5-18

PAY TO THE ORDER OF American Liberty \$ 1,090.00  
One thousand ninety Dollars DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent & Garage 245 Fatima McQuillion

⑆322271627⑆

Posting Date:20180706  
 Sequence Number:6470925241  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001503  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV

Entry Number:0000008517  
 UDK:703180706006470925241  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001503  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:3

The security features listed below are on the front of this check:  
 1. Watermark: A portrait of Andrew Jackson is visible when the check is held up to the light.  
 2. Security Features: Microprint, color-shifting ink, and a security thread are visible when the check is held up to the light.  
 3. Security Features: A security thread is embedded in the paper and is visible when the check is held up to the light.  
 4. Security Features: A security thread is embedded in the paper and is visible when the check is held up to the light.  
 5. Security Features: A security thread is embedded in the paper and is visible when the check is held up to the light.

BOTW 121100782  
 052286807007670  
 7/8/2018

TO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR FINANCIAL INSTITUTION USE \*  
 Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 8304- American Liberty Investment  
 Acct# 051958304

ENDORSE HERE

**FATIMA MCQUILLION** 90-7162 3222 41507 **1504**  
 DATE 8-1-2018

PAY TO THE ORDER OF American Liberty \$ 1,090.00  
One thousand ninety Dollars DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com

MEMO Rent & Garage 245 Fatima McQuillion

⑆322271627⑆

Posting Date:20180806  
 Sequence Number:3590979304  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001504  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000014220





**FATIMA MCQUILLION** 00-7182  
3222 41507 1506

DATE Oct. 1. 2018

PAY TO THE ORDER OF American Liberty \$ 1,090.00

One thousand ninety Dollars & 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent & Garage 235 Fatima McQuillion

⑆32227⑆627⑆

Posting Date:20181005  
 Sequence Number:3880133466  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001506  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000008830  
 UDK:703181005003880133466  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001506  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #:9

The SEC has filed a lawsuit against the bank and the bank has filed a lawsuit against the SEC. The SEC has filed a lawsuit against the bank and the bank has filed a lawsuit against the SEC.

BOTW 121100782  
 887017382004480  
 10/5/2018

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR THE USE OF THE BANK

Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 8304 American Liberty Investment  
 Acct# 061958304

ENDORSE HERE

Posting Date:20181105  
 Sequence Number:5490370796  
 Amount:\$1,090.00  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001507  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000

**FATIMA MCQUILLION** 90-7162 3222 41507 **1507**  
 DATE Nov. 5. 2018  
 PAY TO THE ORDER OF American Liberty \$ 1090.00  
One thousand ninety Dollars 00/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & 245 Storage Fatima McQuillion  
 ⑆322271627⑆

Capture Source:PV  
 Entry Number:0000014380  
 UDK:703181105005490370796  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001507  
 DB/CR:DB  
 Item Type:P  
 Processing Date:  
 #7

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
 FEDERAL RESERVE NOTE  
 BOTW 121100782  
 663682849006980  
 11/5/2018  
 Pay to the order of Bank of the West  
 For Deposit Only 121100782  
 8304- American Liberty Investment  
 Acct# 051958304  
 ENDORSE HERE

**FATIMA MCQUILLION** 90-7162 3222 41507 **1508**  
 DATE 12-1-18  
 PAY TO THE ORDER OF American Liberty \$ 881.03  
Eight Hundred eighty one Dollars 03/100 DOLLARS  
**CHASE**  
 JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO Rent & Storage 245 Fatima McQuillion  
 ⑆322271627⑆

Posting Date:20181205  
 Sequence Number:2470650079  
 Amount:\$881.03  
 Account:984588510  
 Routing Transit Number:32227162  
 Check/Serial Number:000000001508  
 Bank Number:703  
 IRD Indicator:0  
 BOFD:000000000  
 Capture Source:PV  
 Entry Number:0000008250  
 UDK:703181205002470650079  
 Cost Center:  
 Teller Number:  
 Teller Sequence Number:  
 Missing Image:5  
 PE Indicator:N  
 Application Code:1  
 Trancode:001508  
 DB/CR:DB

000114



City of Oakland – Planning and Building Department

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 NOV 19 PM 12:14

## Code Enforcement Records Cover Sheet

*Note: This cover sheet is to be provided to the public along with inspection reports, notices, documents, and other public records related to code enforcement actions when the records are provided to the public within ten days of the record being created.*

### Message to Record Requestor:

Please note that these public records have been recently created and, therefore, may not have been received and/or reviewed yet by the property owner.

For more information about this code enforcement case  
or other code enforcement cases:

Call 510-238-3381

Tell Us Code Enforcement – mobile app

Online - Citizen Access

[aca.accela.com/oakland](http://aca.accela.com/oakland)

Office hours: Monday, Tuesday, Thursday and Friday 8:00 a.m. – 4:00 p.m.

Wednesday 9:30 – 4:00 p.m.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 NOV -8 PM 2:35

000115



CITY OF OAKLAND

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

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

(510) 238-3381  
FAX: (510) 238-2959  
TDD: (510) 238-3254

## NOTICE OF VIOLATION

11/8/19

*Certified and Regular mail*

To: American Liberty Investments LLC  
7205 Spyglass  
Modesto CA 95356

Code Enforcement Case No.: 1905105  
Property: 3114 Ashbrook Ct  
Parcel Number: 26-766-5-1

**Re-inspection Date/Correction Due Date: 12/17/19**

Code Enforcement Services inspected your property on 11/7/19 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Hugo Barron**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 (desk 8am-11am) or 510-772-9730 (cell) and by email at [hbarron@oaklandca.gov](mailto:hbarron@oaklandca.gov).

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

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

### Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total \$2,665.00.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

**000116**

# Violations

Property Address: 3114 Ashbrook Ct

Complaint #: 1905105

## Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section

## Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
1.- Carpet is damaged in the hallway area.	Replace.	15.08.230.O
2.- Subfloor exhibits water damage near the bathroom door in the hallway.	Repair or replace in approved manner.	15.08.230.O
3.- Main entry door jam is damaged at the lock side.	Replace in approved manner.	15.08.230.O
4.- Exterior handrail serving the brick stairway is loose.	Repair or replace in approved manner.	15.08.230.O
5.- Laundry room : Ceiling exhibits water damage.	Repair in approved manner.	15.08.230.O
6.- Laundry room : Drain serving the washing machine is not working properly and overflow out the drain.	Repair or replace in approved manner. Permit might be required.	15.08.230.O
7.- Rear metal stairway : Metal stairway connection to the building exhibits bolts missing and/or loose.	Repair or replace in approved manner. Permit might be required.	15.08.230.O

## Zoning (Minor)

Description of Violation	Required Action	OPC Section

## Zoning (Major)

Description of Violation	Required Action	OPC Section

**Zoning Violations:** Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.

## Appeal Information

**You have a right to appeal** this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

**The Appeal Deadline is: 12/2/19** Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, and the Property Owner Certification on record.

**Applicable to all appeals:** The Bureau of Building must receive your written appeal by the Appeal Deadline or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 150.08.100 and a Final Decision is determined. An appeal will be scheduled within 60 from the end of the appeal period.

If you choose to file an appeal for Major Zoning violations, the Zoning Manager will issue written decision within 45 days from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within 10 days from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

### Appeal Fees

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

For Zoning Determinations/Appeals of Major Zoning violations: A filing fee in the amount of \$413.00 is due at the time of submittal in the manner described above. Additionally, a \$413.00 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

Sincerely,

Hugo Barron  
Specialty Combination Inspector  
Planning and Building Department

### Attached as applicable:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Blight brochure                                   | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input type="checkbox"/> Property Owner Certification                      | <input type="checkbox"/> Mold and Moisture brochure                       | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure                               | <input type="checkbox"/> Undocumented Dwelling Units brochure             | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input checked="" type="checkbox"/> Photographs                            | <input type="checkbox"/> Stop Work brochure                               | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing – Relocation Assistance Program           | <input type="checkbox"/> Investor Owned Property brochure                 | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions    |   |

cc:



CITY OF OAKLAND

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

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
(510) 238-3381  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

**Instructions**

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. **If applicable, before** the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

**PROPERTY OWNER CERTIFICATION**

**CORRECTED OR REMOVED VIOLATIONS**

Date:

E-mail: [inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

Property:

Facsimile: 510/ 238-2959

Parcel no.

Mail: City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza Suite 2340  
Oakland, CA 94612-2031  
(Envelope enclosed – no postage required)

Case no.:

Owner:

Courtesy Notice date:

Re-inspection date:

Return to:

***I certify that I have corrected the following*** violation(s) identified in the Notice of Violation I received from the City of Oakland.

***I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.***

***I have corrected the following*** violations identified in the Notice of Violation I received from the City of Oakland:

---

---

---

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Day time telephone

\_\_\_\_\_  
E-mail



CITY OF OAKLAND

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

Planning & Building Department

(510) 238-6402

Bureau of Building

FAX: (510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD: (510) 238-3254

inspectioncounter@oaklandnet.com

### Request for Service: Tenant Complaint

Property Address: 3114 Ashbrook Ct Unit No. 1 Inspection Date: 11-7-19  
 Complaint No. 1705105 Inspector: BARRON Phone No. 238-6612  
 Complainant's Name: Felonia McQuillon Phone No. 390-0996  
 Owner/Manager: \_\_\_\_\_ Phone No. \_\_\_\_\_

#### INSPECTION:

##### PROPERTY MAINTENANCE:

- Overgrown vegetation: \_\_\_\_\_
- Trash & debris: \_\_\_\_\_
- Lack of/Inadequate garbage service: \_\_\_\_\_
- Unapproved open storage \_\_\_\_\_
- Unapproved parking \_\_\_\_\_

- Window defects: \_\_\_\_\_
- Lack of window egress: \_\_\_\_\_
- Lacks of light/ventilation: \_\_\_\_\_
- Mice/rodents/roaches: \_\_\_\_\_
- Roof leaking/damaged: \_\_\_\_\_
- Doors/locks: \_\_\_\_\_
- Stairs/decks/railing: \_\_\_\_\_
- Exterior walls/windows/trim: \_\_\_\_\_
- Blocked exits: \_\_\_\_\_

##### BUILDING MAINTENANCE:

- Electrical: \_\_\_\_\_
- Plumbing: Drain of washing machine
- Plumbing leak: in and work in progress
- Clogged sink/toilet: \_\_\_\_\_
- Building sewer blockage: Ceiling exhibits water
- Lack of/defective heating system: damage
- Mechanical: Metal box stairway connection
- Wall/ceiling/floor defects: To building some spots are missing
- Others: Carpet is damaged in hallway area
- Others: Self floor near the hallway bathroom door is water damage
- Others: Main entry door frame is damaged at lock side
- Surface mold present on Handrail in base of stairway

- No resident manager (required 16 units or more)
- Unpermitted work: \_\_\_\_\_
- Unpermitted work: \_\_\_\_\_
- Undocumented residential unit: \_\_\_\_\_

See brochure for remediation guidelines. (Description required, e.g. bedroom wall under window, tub ceiling)

Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice of Violation by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

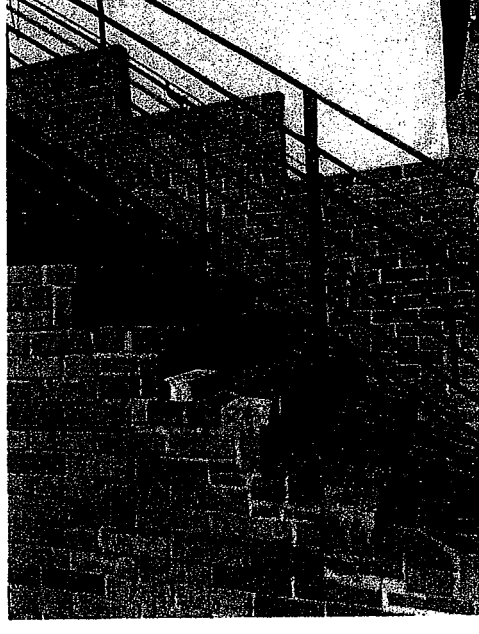
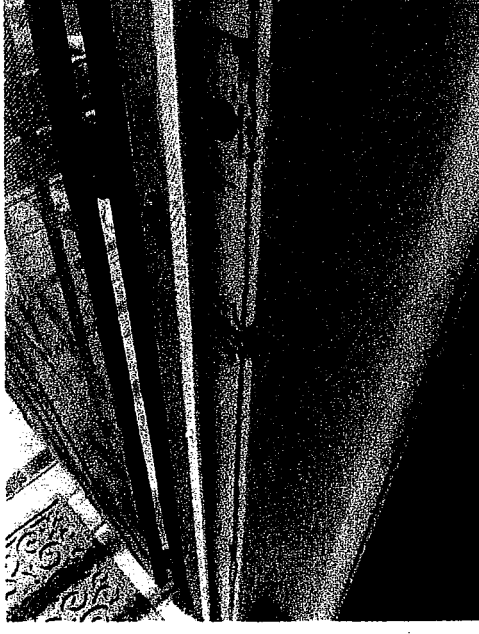
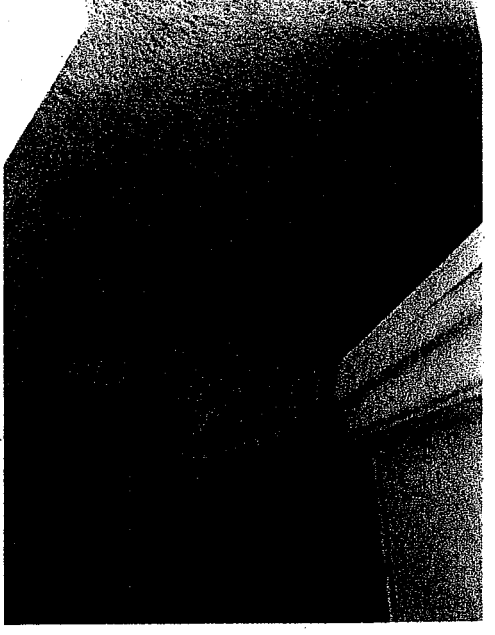
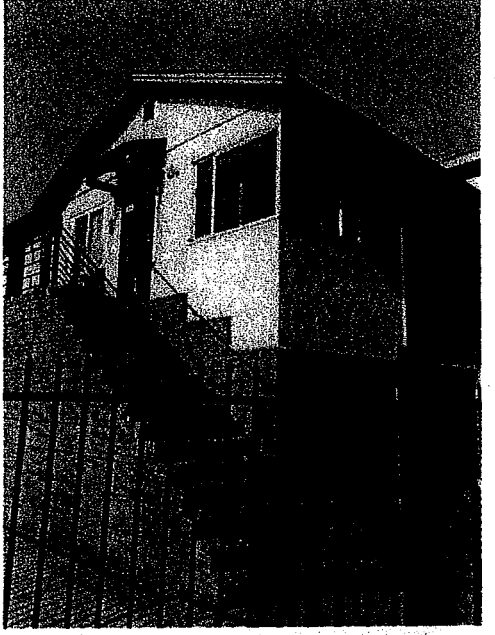
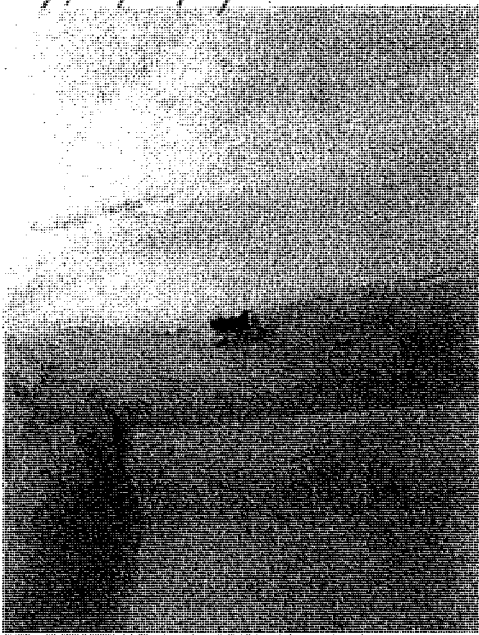
Signature: Felonia McQuillon Date: 11-7-19



11-7-19

3114 Ashbrook Ct

1905105





CITY OF OAKLAND

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

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

(510) 238-3381  
FAX: (510) 238-2959  
TDD: (510) 238-3254

## NOTICE OF VIOLATION

11/8/19

*Certified and Regular mail*

To: American Liberty Investments LLC  
7205 Spyglass  
Modesto CA 95356

Code Enforcement Case No.: 1905105  
Property: 3114 Ashbrook Ct  
Parcel Number: 26-766-5-1

Re-inspection Date/Correction Due Date: 12/17/19

Code Enforcement Services inspected your property on 11/7/19 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Hugo Barron**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 (desk 8am-11am) or 510-772-9730 (cell) and by email at [hbarron@oaklandca.gov](mailto:hbarron@oaklandca.gov).

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

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

### Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total \$2,665.00.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

000122

# Violations

Property Address: 3114 Ashbrook Ct

Complaint #: 1905105

## Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section

## Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
1.- Carpet is damaged in the hallway area.	Replace.	15.08.230.O
2.- Subfloor exhibits water damage near the bathroom door in the hallway.	Repair or replace in approved manner.	15.08.230.O
3.- Main entry door jam is damaged at the lock side.	Replace in approved manner.	15.08.230.O
4.- Exterior handrail serving the brick stairway is loose.	Repair or replace in approved manner.	15.08.230.O
5.- Laundry room : Ceiling exhibits water damage.	Repair in approved manner.	15.08.230.O
6.- Laundry room : Drain serving the washing machine is not working properly and overflow out the drain.	Repair or replace in approved manner. Permit might be required.	15.08.230.O
7.- Rear metal stairway : Metal stairway connection to the bilding exhibits bolts missing and/or loose.	Repair or replace in approved manner. Permit might be required.	15.08.230.O

## Zoning (Minor)

Description of Violation	Required Action	OPC Section

## Zoning (Major)

Description of Violation	Required Action	OPC Section

*Zoning Violations: Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.*

## Appeal Information

**You have a right to appeal** this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

**The Appeal Deadline is: 12/2/19** Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, and the Property Owner Certification on record.

**Applicable to all appeals:** The Bureau of Building must receive your written appeal by the Appeal Deadline or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 150.08.100 and a Final Decision is determined. An appeal will be scheduled within 60 from the end of the appeal period.

If you choose to file an appeal for Major Zoning violations, the Zoning Manager will issue written decision within 45 days from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within 10 days from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

### Appeal Fees

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

For Zoning Determinations/Appeals of Major Zoning violations: A filing fee in the amount of \$413.00 is due at the time of submittal in the manner described above. Additionally, a \$413.00 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

Sincerely,

Hugo Barron  
Specialty Combination Inspector  
Planning and Building Department

### Attached as applicable:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Blight brochure                                   | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input type="checkbox"/> Property Owner Certification                      | <input type="checkbox"/> Mold and Moisture brochure                       | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure                               | <input type="checkbox"/> Undocumented Dwelling Units brochure             | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input checked="" type="checkbox"/> Photographs                            | <input type="checkbox"/> Stop Work brochure                               | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing – Relocation Assistance Program           | <input type="checkbox"/> Investor Owned Property brochure                 | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions    |   |

cc:



CITY OF OAKLAND

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

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
(510) 238-3381  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

### PROPERTY OWNER CERTIFICATION

#### CORRECTED OR REMOVED VIOLATIONS

Date:  
  
Property:  
  
Parcel no.  
  
Case no.:  
  
Owner:  
  
Courtesy Notice date:  
  
Re-inspection date:

#### Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

E-mail: [inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)  
Facsimile: 510/ 238-2959  
Mail: City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza Suite 2340  
Oakland, CA 94612-2031  
(Envelope enclosed – no postage required)

Return to:

*I certify that I have corrected the following* violation(s) identified in the Notice of Violation I received from the City of Oakland.

*I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.*

*I have corrected the following* violations identified in the Notice of Violation I received from the City of Oakland:

---

---

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\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Property Owner Signature

(\_\_\_\_\_) \_\_\_\_\_  
Day time telephone E-mail



CITY OF OAKLAND

Terranova

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

Planning & Building Department

(510) 238-6402

Bureau of Building

FAX:(510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD:(510) 238-3254

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

### Request for Service: Tenant Complaint

Property Address: 3114 Ashbrook Ct Unit No. 117 Inspection Date: 11-7-19  
 Complaint No. 1705105 Inspector: BARRON Phone No. 238-6612  
 Complainant's Name: Felicia McQuillon Phone No. 390-0996  
 Owner/Manager: \_\_\_\_\_ Phone No. \_\_\_\_\_

#### INSPECTION:

##### PROPERTY MAINTENANCE:

- Overgrown vegetation: \_\_\_\_\_
- Trash & debris: \_\_\_\_\_
- Lack of/Inadequate garbage service: \_\_\_\_\_
- Unapproved open storage \_\_\_\_\_
- Unapproved parking \_\_\_\_\_

- Window defects: \_\_\_\_\_
- Lack of window egress: \_\_\_\_\_
- Lacks of light/ventilation: \_\_\_\_\_
- Mice/rodents/roaches: \_\_\_\_\_
- Roof leaking/damaged: \_\_\_\_\_
- Doors/locks: \_\_\_\_\_
- Stairs/decks/railing: \_\_\_\_\_
- Exterior walls/windows/trim: \_\_\_\_\_
- Blocked exits: \_\_\_\_\_

##### BUILDING MAINTENANCE:

- Electrical: \_\_\_\_\_
- Plumbing: Drain of Washing machine
- Plumbing leak: is not working properly
- Clogged sink/toilet: \_\_\_\_\_
- Building sewer blockage: Ceiling exhibits water
- Lack of/defective heating system: damage
- Mechanical: Metal floor stripway connection
- Wall/ceiling/floor defects: To building some spots are missing
- Others: Crack in damage in hallway area
- Others: Sub floor near the hallway bathroom door is water damage
- Others: Main entry door frame is damage at lock side
- Surface mold present on Handrail in base of stairway

- No resident manager (required 16 units or more)
- Unpermitted work: \_\_\_\_\_
- Unpermitted work: \_\_\_\_\_
- Undocumented residential unit: \_\_\_\_\_

- Missing/Inoperative smoke/carbon monoxide detectors: \_\_\_\_\_

See brochure for remediation guidelines. (Description required, e.g. bedroom wall under window, tub ceiling)

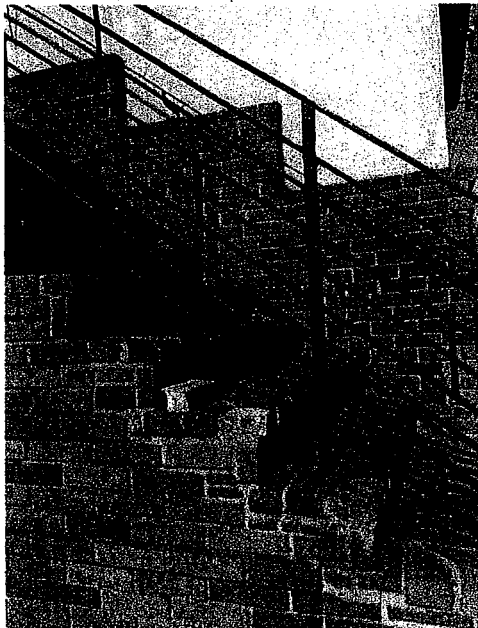
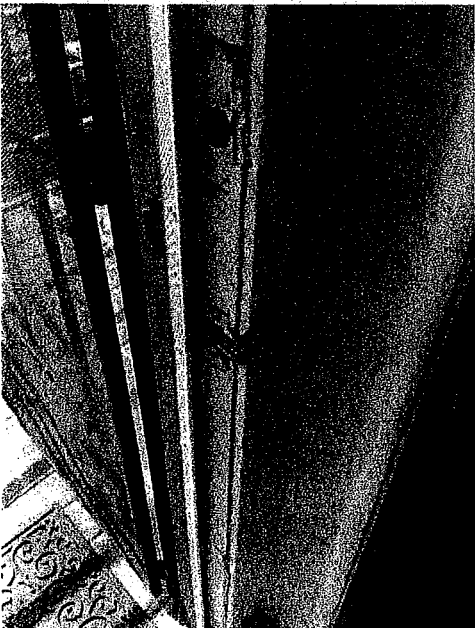
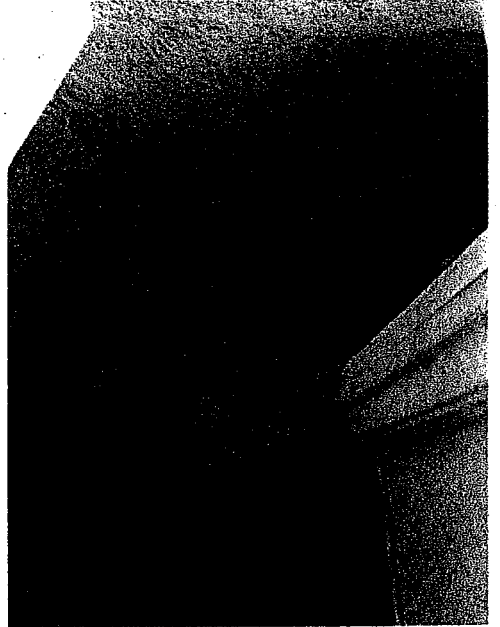
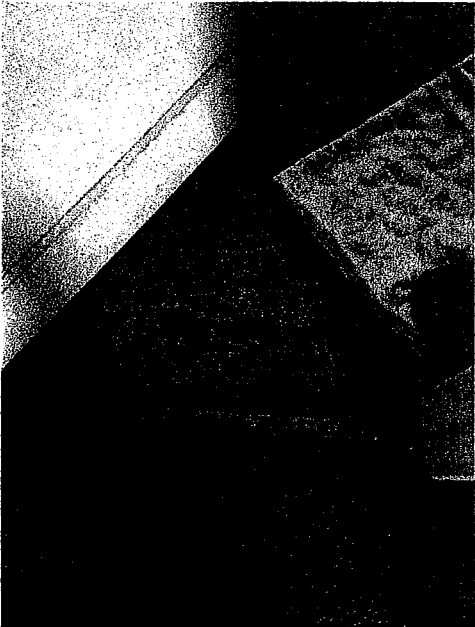
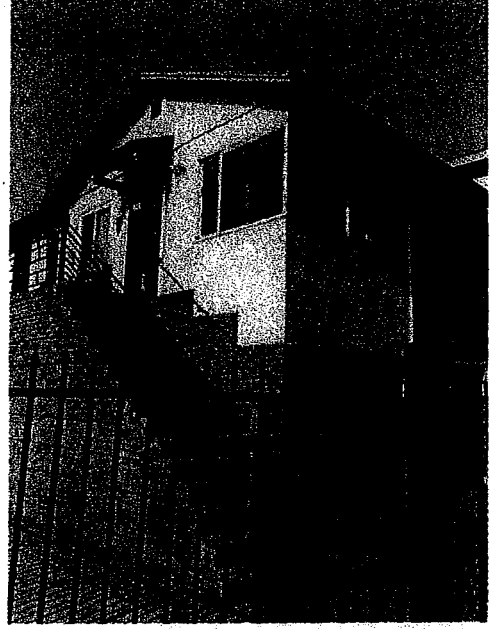
Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice of Violation by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

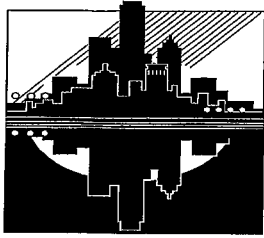
Signature: Felicia McQuillon Date: 11-7-19  
 Re-mp - 12-17-19

11-7-19

311, Ashbrook Ct 1905105



000127



**American Liberty Investments, LP**  
Post Office Box 577374, Modesto, CA 95357-7374  
(209) 522-9999 ♦ FAX (209) 522-5939  
e-mail: dealmaker@charter.net

January 30, 2019

Fatima Mcquillon  
3114 Ashbrook Court  
Oakland, CA 94601

Via: Post and First Class Mail

RE: Rent board decision and rent increase – September 20, 2018  
Case # T18-0152 Mcquillion vs. American Liberty Investments

Fatima,

Attached please find the report from A & J Quality Services, who is a mold detection company. I intended to attend the inspection with the mold company but was delayed with another appointment, therefore you had full rein of what to tell the inspection company and where to complete their work. You instructed them to test the three most serious areas in your apartment you believed had mold. All results came out negative. There is not any mold in your apartment. As a result on page six, paragraph seven of the rent board decision dated September 20, 2018 it states “when the owner sends the tenant a notice that a licensed contractor will enter her unit with in a week to eradicate the mold, the owner may increase the rent by \$109.00 per month, after giving proper notice with accordance with civil code section 827”.

Please accept this notice that your rent will go up \$109.00 effective April 1, 2019. That will increase your base rent from \$881.08 to \$990.08. Keep in mind the increase of the garages which you have been previous given proper notice to; \$195.00 for the garage that are exempt from the rent board and \$110.00 which is made a part of your rental agreement, this is in additional \$305.05. Your total rent beginning April 1, 2019 will be \$1,295.08. You were previously given rent increases for the garages and those amounts continue to remain delinquent on your account as of January 30, 2019, your account is delinquent \$169.24.

It should be noted the following from Oakland Municipal Code – Rules and Regulations section 8.22.110 F3 “Hearing Procedures”.

“A rent increase for restoration of decreased housing services is not considered a rent increase for purposes of one rent increase in 12 months pursuant to OMC 8.22.2270 A. (One rent increase per 12 months)”

This notice is a result of the previous rent board hearing in which you misled the rent adjustment board to believe that mold existed, when in fact there was no mold found. **000128**



Prepared for : A & J QUALITY SERVICES

Test Address : CA AFFORDABLE  
3114 ASHBROOK CT  
OAKLAND, CA 94601

ANALYSIS METHOD	6110 Air Direct Examination	6110 Air Direct Examination	6110 Air Direct Examination	6110 Air Direct Examination
LOCATION	OUTSIDE	ROOM #2	ROOM #1	LIVING ROOM
COC / LINE #	1201659-1	1201659-2	1201659-3	1201659-4
SAMPLE TYPE & VOLUME	Z5 - 25L	Z5 - 25L	Z5 - 25L	Z5 - 25L
SERIAL NUMBER	Q655564	Q655561	Q655576	Q655573
COLLECTION DATE	Jan 6, 2019	Jan 6, 2019	Jan 6, 2019	Jan 6, 2019
ANALYSIS DATE	Jan 14, 2019	Jan 14, 2019	Jan 14, 2019	Jan 14, 2019
CONCLUSION	CONTROL	NOT ELEVATED	NOT ELEVATED	NOT ELEVATED

IDENTIFICATION	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total
Cladosporium	36	1,400	73	7	280	37	10	400	48	6	240	43
Other Ascoapores	1	40	2									
Other Basidiospores	4	160	8	5	200	26				1	40	7
Penicillium/Aspergillus	8	320	17	7	280	37	11	440	52	6	240	43
Unidentified Spores										1	40	7

TOTAL SPORES	49	1,920	100	19	760	100	21	840	100	14	560	100
MINIMUM DETECTION LIMIT*	1	40		1	40		1	40		1	40	

BACKGROUND DEBRIS	Moderate			Heavy			Moderate			Moderate		
Cellulose Fiber	1	40					5	200		5	200	
Fiberglass	1	40		2	80		1	40		1	40	
Pollen	1	40										

OBSERVATIONS & COMMENTS	Non-biological debris present	Non-biological debris present	Non-biological debris present	Non-biological debris present
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Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R "version" indicated after the lab ID# indicates a sample with amended data.

\* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

**Interpretation Guidelines:** A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional. CONTROL is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

ELEVATED means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium*, *Fusarium*, *Mormoniella*, *Stachybotrys*, *Scopulariopsis*, *Ulocladium*.

NOT ELEVATED means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth. UNUSUAL means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

Item Type:P  
Processing Date:  
#:6

ENDORSE HERE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
8304- American Liberty Investment  
Acct# 051958304

BOTW 121100782  
284335551009800  
12/5/2018

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
PLEASE DO NOT SIGN OR WRITE BELOW THIS LINE

Federal Reserve Board of Governors  
12/5/2018

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

FATIMA MCQUILLION  
[REDACTED] 1509

90-7162 41507  
3222

DATE 1-5-19

PAY TO THE ORDER OF American Liberty \$ 986.07

Wine Hundred eighty six Dollars only DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent + Garage 265 Fatima McQuillion

⑆322271627⑆ [REDACTED]

Posting Date:20190107  
Sequence Number:3290719631  
Amount:\$986.07  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001509  
Bank Number:703  
IRD Indicator:0  
BOFD:000000000  
Capture Source:PV  
Entry Number:0000001442  
UDK:703|90107003290719631  
Cost Center:

ENDORSE HERE

Pay to the order of Bank of the West  
For Deposit Only 121100782  
8304- American Liberty Investment  
Acct# 051958304

BOTW 121100782  
734999069001390  
1/4/2018

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Federal Reserve Board of Governors  
1/4/2018

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Posting Date:20190206  
Sequence Number:9990807409  
Amount:\$986.07  
Account:984588510  
Routing Transit Number:32227162  
Check/Serial Number:000000001510  
Bank Number:703

2019 NOV -8 AM 10:10Z  
CITY OF...  
ARBITRATION...



March 11, 2019

Dear American Liberty Investment:

Attached to this letter is a copy of my rent check from February 2019, documenting that the check was cashed. My brother went in on March 4, 2019 to pay March 2019 rent and you guys refused to accept it. That was wrong.

I believe you're refusing to accept my rent in retaliation to the lawsuit I filed against you. I was on vacation last week and your refusal to accept the rent impacted my ability to enjoy my vacation. Please stop harassing me.

Also, enclosed, please find the rent for March 2019.

Sincerely,



Fatima McQuillon

90-7162 41507  
3222

FATIMA MCQUILLION

1511

DATE 3-3-19

PAY TO THE ORDER OF American Liberty \$ 986.07

Nine Hundred eighty six Dollars <sup>04/100</sup>

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Rent & Storage 245

Fatima McQuillon

MP

⑆322271627⑆

000132

June 7, 2019

Fatima Mcquillions  
3114 Ashbrook Court  
Oakland, CA 94601

AMERICAN LIBERTY

To whom it may concern:

Per our case # \_\_\_\_\_ regarding unpaid rent for the past 4 months (Mar-Jun) that was dismissed by the Courts on 6/3/19 without a resolution stipulated regarding my past due amount or current rent amount due monthly. Per the Rent Arbitrary Board's mediation ruling, my rent is set at \$881.08 per month. Per the prior rent stipulation I have over paid my rent by a total of \$210.00.

Please see chart below illustrating monthly rent amount and amount owed for past due rent, per prior Rent Arbitrary Mediation ruling.

Total Monthly Rent	\$ 881.08
Amount of months past due	4
- OVERPAYMENT amount paid by tenant	\$ 210.00
TOTAL AMOUNT DUE – Before deduction for OP	\$ 3, 524.08
<b>TOTAL DUE</b>	<b>\$3,314.08</b>

If you have any additional questions please do not hesitate to contact me at the telephone number listed below.

Best Regards,

Mcquillions

(510) 390-0996

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRARY PROGRAM  
2019 NOV -8 PM 2:34

000133

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

1106533818

91-2

Date 06/19/2019

Void after 7 years

1221

Remitter: FATIMA MCQUILLION

Pay To The Order Of: AMERICAN LIBERTY INVESTMENTS LP

Pay: FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS AND 99 CENTS

\$\*\* 4,512.99 \*\*

Drawer: JPMORGAN CHASE BANK, N.A.

Do not write outside this box  
BACK RENT FOR MARCH - JUNE, 2019. PLUS  
EXTRA \$195.00 PER MONTH FOR GARAGES.  
Memo:  
Note: For information only. Comment has no effect on bank's payment.

*Sol Gindi*

Sol Gindi, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ



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CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 NOV -8 PM 2:00



28211107 NEW 01/06 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Date 06/19/2019 Void after 7 years 1106533818 91-2 1221

Remitter: FATIMA MCQUILLION

Pay To The Order Of: AMERICAN LIBERTY INVESTMENTS LP

Pay: FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS AND 99 CENTS \$\*\* 4,512.99 \*\*

Drawn: JPMORGAN CHASE BANK, N.A.

Sol Gindi

Sol Gindi, Chief Administrative Officer JPMorgan Chase Bank, N A Phoenix, AZ

BACK RENT FOR MARCH - JUNE, 2019. PLUS EXTRA \$195.00 PER MONTH FOR GARAGES.

Note For information only Comment has no effect on bank's payment



BOTW 121100782 394567229015750 6/21/2019

WARNING - DO NOT CASH CHECK WITHOUT NOTING WATERMARK HOLD PAYEE TO VERIFY WATERMARK OF THE WEST For Deposit Only 121100782 8304- American Liberty Investment Asset# 051959304

FOR INFORMATION CONCERNING THIS INSTRUMENT CONTACT JPMORGAN CHASE BANK, N.A. 1-866-933-0356 SECURITY FEATURES ON THIS DOCUMENT INCLUDE A MicroPrinted Registration Line, Watermark, and Visa Fiducial Mark. All of these features are visible through the document when held up to a light source. © 2010 JPMorgan Chase Bank, N.A. ALL RIGHTS RESERVED. RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM 2019 NOV 8

1386837394





FATIMA MCQUILLION

90-7162  
3222 41507

1513

DATE 8-3-19

PAY TO THE ORDER OF

American Liberty

\$ 1095.08

One thousand Ninety five Dollars <sup>00/100</sup>

DOLLARS



Security Features  
Included  
Details on Back

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Rent & Garage 245

Fatima McQuillion

MP

3222716271

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Pay to the order of Bank of the West  
For Deposit Only 121100782  
8304- American Liberty Investment  
Acct# 051958304

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BOTW 121100782  
.258620397019920  
8/5/2019

RECEIVED  
CITY OF OAKLAND  
OFFICE OF THE CLERK  
28th NOV - 8 PM 2:33  
This document is the property of the City of Oakland and is loaned to you for your use only. It is to be returned to the City of Oakland upon completion of your use. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Oakland. For more information, please contact the City of Oakland at (415) 774-2000.

000137

11/8/2019



FATIMA MCQUILLION

80-7162  
3222 41507

1515

DATE 10-3-19

PAY TO THE ORDER OF

American Society

\$ 1,095.08

One thousand ninety five Dollars

DOLLARS

Security Features  
Detailed on Back

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Rent and Manag #265

Fatima McQuillion

⑆322271627⑆

ENDORSE HERE

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For Deposit Only 121100782  
8304- American Liberty Investment  
Acct# 051958304

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RESERVED FOR FINANCIAL INSTITUTION USE \*

BOTW 121100782  
641653439026050  
10/4/2019

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. 10930  
RECEIVED  
FATIMA MCQUILLION  
10/3/19  
332271627  
NON 6102

000139

11/8/2019



**RECEIPT OF PAYMENT FOR : 3114-3128 Ashbrook**

Tuesday November 05, 11:14 AM

Fatima McQuillion  
3114 Ashbrook Court  
Oakland, CA 94601

Contact Info:  
Phone: [REDACTED]

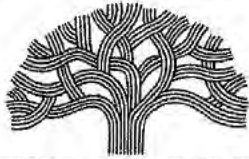
Account Number	1582
Unit Number	Ashbrook-3114
Check Number	CK#1516
Payment Date	11/05/2019
Previous Balance	1,187.90
Amount Paid	1,095.08
Balance	92.82

Received By: \_\_\_\_\_



RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 NOV -6 PM 3:57

T20.0054 AS/MF



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Ste. 53132070  
Oakland, CA 94612-0243  
(510) 238-3721

CITY OF OAKLAND  
For date stamp:  
JAN 30 AM 11:32

**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>Fatima McQuillion</i>	Rental Address (with zip code) <i>3114 Ashbrook Ct Oakland CA 94601</i>	Telephone: [REDACTED]
Your Representative's Name	Mailing Address (with zip code)	Telephone: [REDACTED] Email: [REDACTED]
Property Owner(s) name(s) <i>JJCM Investment</i>	Mailing Address (with zip code) <i>8212 Laguna Brook way Elk Grove CA 95758</i>	Telephone: [REDACTED] Email: [REDACTED]
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code) <i>2624 Foothill Blu. Oakland CA 94601</i>	Telephone: [REDACTED]

Number of units on the property: 8

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 checked="" type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

Rev. 9/6/18

For more information phone (510) 238-3721.

T19-0910

PLEASE Consolidate with other cases

T18-0313  
000052

	(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: \_\_\_\_\_ Initial Rent: \$ \_\_\_\_\_ /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$ 1095.00	\$ 1192.55	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

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

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

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

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

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

Please attach documentary evidence if available.

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

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

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

Tenant's Signature

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, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

### **File Review**

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

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

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

MS/MA

 <b>CITY OF OAKLAND</b> <b>CITY OF OAKLAND</b>	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp.  <b>PROPERTY OWNER</b> <b>RESPONSE</b>
	RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2019 OCT 15 PM 2:08	

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

CASE NUMBER T19-0313

Your Name <i>Fredenck O. Lewis</i>	Complete Address (with zip code) <i>7205 Spy glass Dr Modesto, Ca 95356</i>	Telephone: [REDACTED]
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) <i>Fatima McQuillan</i>	Complete Address (with zip code) <i>3114 Ashbrook Ct. Oakland, Ca 94601</i>	
Property Address (If the property has more than one address, list all addresses) <i>3114-3128 Ashbrook Ct Oakland, Ca</i>		Total number of units on property <i>8</i>

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

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

Date on which you acquired the building: 06/06/2017

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

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

**I. JUSTIFICATION FOR RENT INCREASE** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

If you are justifying additional contested increases, please attach a separate sheet. *See exhibit "A" Attached.*

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

The tenant moved into the rental unit on June 1 2002.

The tenant's initial rent including all services provided was: \$ 890 / month.

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

If yes, on what date was the Notice first given? Jan 16, 2018

Is the tenant current on the rent? Yes  No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
<u>MAY 1 2010</u>	<u>11/1/2010</u>	\$	\$ <u>870</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>MAY 30 2015</u>	<u>11/1/2015</u>	\$	\$ <u>890.90</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>MAY 5 2014</u>	<u>11/1/2014</u>	\$	\$ <u>908.72</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

### III. EXEMPTION

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

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

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

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

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

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

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

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

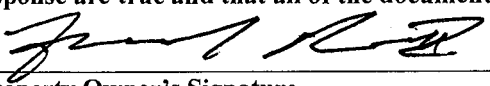
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

### IV. DECREASED HOUSING SERVICES

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

**V. VERIFICATION**

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

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

10/7/19  
\_\_\_\_\_  
Date

**IMPORTANT INFORMATION:**

**Time to File**

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

**File Review**

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

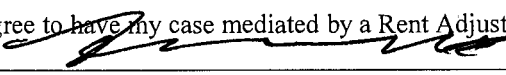
**Mediation Program**

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

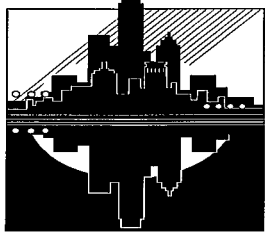
If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510)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

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

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

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

10/7/19  
\_\_\_\_\_  
Date



**American Liberty Investments, L.P.**

7208 Spy Glass Drive, Modesto, CA 95356

(209) 522-9999 ♦ FAX (209) 522-5939

E-mail: [dealmaker@charter.net](mailto:dealmaker@charter.net)

**EXHIBIT "A"**

October 7, 2019

The rent increases were timely given, and the tenant had agreed on numerous occasions they were proper. Now that she has filed a lawsuit, she raises these false claims. She is a serial rent board filer and a pathological liar. She will be prepared to lie and tell falsehoods at the hearing. She was not able to find an ethical lawyer to file her case because her claims are untrue. She has filed 4 rent board cases in the past and lost every one of them because they are baseless. She has respect for the rent board or hearing Officer or the process and should be precluded from filing and new claims.

The laundry machines are currently working and were only non-operable for a month

To: Page 8 of 28

2019-02-21 23:18:49 (GMT)

18664179197 From: Broderick H. Brown

1 Broderick H. Brown CSB# 246805  
 2 BRODERICK H. BROWN LAW FIRM  
 2831 Telegraph Ave.  
 3 Oakland, CA 94609  
 Telephone: (510) 452-6300  
 4 Fax: (866) 417-9197

**FILED BY FAX**  
 ALAMEDA COUNTY  
 February 21, 2019  
 CLERK OF  
 THE SUPERIOR COURT  
 By Lynn Wiley, Deputy  
 CASE NUMBER:  
**RG19008160**

5 Attorneys for Plaintiff

6 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 7 IN AND FOR THE COUNTY OF  
 8 UNLIMITED JURISDICTION

9	FATIMA MCQUILLON	)	CASE NO:
10	Plaintiff,	)	COMPLAINT FOR DAMAGES AND DEMAND
11	vs.	)	FOR JURY TRIAL
12	AMERICAN LIBERTY INVESTMENTS, LLC,	)	
13	TRIPLE GOOD INVESTMENT & MANAGEMENT	)	
14	LLC, FREDICK O. LEWIS III, DOES 1-30.	)	
15	Defendant.	)	

16 Plaintiff, Fatima McQuillon , allege as follows:

17 GENERAL FACTUAL ALLEGATIONS

- 18 1. At all times herein relevant, Plaintiff, Fatima McQuillon (hereinafter, "**Plaintiff**," )  
 19 was a competent adult residing in the City of Oakland, County of Alameda, California.  
 20  
 21 2. Plaintiff is informed and believe, and thereon allege, that American Liberty  
 22 Investments, LLC, Triple Good Investment & Management LLC, Frederick O. Lewis III and  
 23 DOES 1-30, (hereinafter "**Defendant**"), owned, controlled, and/or managed the unit that Plaintiff  
 24 resided in during all relevant periods of time in this complaint.  
 25  
 26 3. Defendant DOES 1-30 are individuals and/or business entities doing business in  
 27 the County of Alameda and/or who are contracted to do work in the County of Alameda. Each  
 28

1 Broderick H. Brown CSB# 246805  
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3 Telephone: (510) 452-6300  
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4

5 Attorneys for Plaintiff

6 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
7 IN AND FOR THE COUNTY OF  
8 UNLIMITED JURISDICTION

9 FATIMA MCQUILLON ) CASE NO:  
10 Plaintiff, )  
11 vs. ) COMPLAINT FOR DAMAGES AND DEMAND  
12 AMERICAN LIBERTY INVESTMENTS, LLC, ) FOR JURY TRIAL  
TRIPLE GOOD INVESTMENT & MANAGEMENT )  
13 LLC, FREDICK O. LEWIS III, DOES 1-30. )  
14 Defendant. )  
15 )

16 Plaintiff, Fatima McQuillon , allege as follows:

17 GENERAL FACTUAL ALLEGATIONS

18 1. At all times herein relevant, Plaintiff, Fatima McQuillon (hereinafter, "**Plaintiff**,")  
19 was a competent adult residing in the City of Oakland, County of Alameda, California.  
20

21 2. Plaintiff is informed and believe, and thereon allege, that American Liberty  
22 Investments, LLC, Triple Good Investment & Management LLC, Frederick O. Lewis III and  
23 DOES 1-30, (hereinafter "**Defendant**"), owned, controlled, and/or managed the unit that Plaintiff  
24 resided in during all relevant periods of time in this complaint.  
25

26 3. Defendant DOES 1-30 are individuals and/or business entities doing business in  
27 the County of Alameda and/or who are contracted to do work in the County of Alameda. Each  
28



1 and every Defendant was at all relevant time the agents and/or employees of other Defendant and  
2 acted within the scope of said agency and/or employment. Plaintiff do not know the true names  
3 of Defendant identified as DOES 1-30, but will seek leave to amend this complaint if and when  
4 Plaintiff discover the identity of any of the Defendant now sued under the fictitious names DOES  
5 1-30.  
6

7 4. In committing the acts complained of herein, each Defendant acted as the  
8 authorized agent, employee, and/or representative of each other Defendant. Each act of each  
9 Defendant complained of herein was committed within the scope of said agency, employment, or  
10 other representation, and each act was ratified by each other Defendant. Each Defendant is  
11 liable, in whole or in part, for the damages and injuries suffered by Plaintiff.  
12

13 5. This court is the proper court because Defendants do business in its jurisdictional  
14 area, the damage to Plaintiff occurred within its jurisdictional area.  
15

16 6. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
17 Defendants were Plaintiff's landlords, and Plaintiff were the tenants of Defendant as those terms,  
18 "landlord" and "tenant" are defined under California Common Law, under California Code of  
19 Civil Procedure § 1161 et seq. and under California Civil Code § 1980.  
20

21 7. On or about June 11, 1997, Plaintiff, as tenant, and previous owner, as owner  
22 and/or agent and/or lessor, entered into a written agreement to rent the premises located at 3114  
23 Ashbrook Ct, Oakland, Ca 94601 to Plaintiff. Such address is hereinafter referred to as the  
24 "**Subject Premises**". Fatima McQuillon began living at the Subject Premises at this time. The  
25 material terms of this rental agreement were that Plaintiff pay previous owner \$700.00 a month  
26 for rent.  
27  
28

1           8.       Defendant named herein were the owners and/or property managers or the agents  
2 and/or employees of the owners and/or property managers of the Subject Premises during all  
3 time periods relevant herein.  
4

5           9.       Throughout Plaintiff tenancy several substantial habitability defects existed in the  
6 Subject Premises which rendered the Subject Premises unfit for human occupancy under  
7 California common law and statutes. The defects were due to the Defendant failure to maintain  
8 the Subject Premises during their relevant periods of ownership and/or management of said  
9 Subject Premises. These substantial habitability defects existed in Plaintiff unit and together and  
10 separately constituted violations of applicable housing laws, including but not limited to the  
11 Oakland Housing and Building Codes, California Civil Code §§ 1941.1, 1942, and Health and  
12 Safety Code §§ 17920, 19210, and 13133.7.  
13

14           10.       Said defective conditions included, but were not limited to, the following which  
15 came into existence within a short period of time after the beginning of Plaintiff tenancy, and  
16 which continued to exist unabated throughout Plaintiff tenancy: harassment, illegal rent increases  
17 and mold/mildew.  
18

19           11.       Plaintiff moved into the unit in June 10, 1997 at an initial rent of \$700.00 a  
20 month.  
21

22           12.       Plaintiff's original lease agreement was with previous owner Cryer Co. In 2012  
23 Defendant Triple Good Investment & Management LLC bought the property. In 2017 Defendant  
24 American Liberty Investments, LLC bought the property from Defendant Triple Good  
25 Investment & Management.  
26

27           13.       Plaintiff has paid her rent faithfully for over 20 years despite the multiple rent  
28 increases imposed on her by Defendants.

1           14.     On July 11, 2012 Plaintiff and Defendant Triple Good Investment &  
2 Management LLC entered into a lease agreement adding a garage space to her lease. To add the  
3 parking space to her lease Plaintiff was to pay Defendant an additional \$100.00 in rent, making  
4 her total in rent \$876.00. On September 2, 2014 Defendant Triple Good Investment &  
5 Management LLC sent Plaintiff a letter notifying her rented premises were going to be increased  
6 from \$876.00 to \$1076.00, Defendant's letter states that Plaintiff's total rent included her garage  
7 and unit. However, once Defendant American Liberty Investments, LLC bought the property  
8 they raised Plaintiff's rent by illegally separating her garage spaces from her unit. Defendant  
9 American Liberty Investments, LLC has attempted to unlawfully increase Plaintiff's rent on four  
10 separate occasions through her storage spaces. On March 01, 2018 Defendant American Liberty  
11 Investments LLC raised Plaintiff's rent to \$948.70, then in November 01, 2017 Defendants  
12 American Liberty Investments LLC raised Plaintiff's rent to \$971.42. On January 01, 2019  
13 Defendants American Liberty Investments LLC raised the rent on both garages that were part of  
14 Plaintiff's lease agreement; for garage #5 the rent was increase from \$100 to \$110, for garage #2  
15 the rent was raised from \$100 to \$195.  
16  
17  
18

19           15.     Plaintiff has made several requests for repairs regarding mold and mildew.  
20 Plaintiff first made a request for repairs in on April of 2012, but no repairs were made by  
21 Defendant. Plaintiff submitted another Maintenance Request on August 08, 2017; Defendants  
22 ignored Plaintiff's requests and continued to charge her full rent. Plaintiff contacted Indoor  
23 Restore Environmental Services and they went out to inspect Subject Property on March 7, 2018.  
24 The inspectors from Indoor Restore found mold growth and water damage under kitchen sick  
25 shelf, on kitchen window, living room carpet, window in living room, exterior walls under  
26 windows, carpet and pad inside bedroom, windows inside bedroom and inside bathroom. On  
27  
28

1 August 31, 2018 RAP Hearing officer Barbara Cohen also inspected Plaintiff's unit and found  
2 evidence of mold and mildew throughout Subject Property. Officer Cohen reported seeing the  
3 following; signs of mold and mildew in carpet by entry-way, in living room windows, bathroom  
4 ceiling and kitchen cabinets. To this day Plaintiff continues to live with mold and mildew in her  
5 home.  
6

7 16. Due to her ignored requests for repairs and continued rent increases Plaintiff  
8 submitted a petition to the Oakland Rent Adjustment Program on February 21, 2018. The RAP  
9 Hearing Decision was made on September 20, 2018 which partly granted Plaintiff's petition  
10 reducing her rent from \$1,199.00 to \$881.00 for reduced housing services. The RAP Hearing  
11 Decision stated that Plaintiff overpaid \$1,199.00 which was to be repaid to her in the span of 12  
12 months. To this day Plaintiff has not been repaid the \$1,199.00 by Defendant.  
13

14 17. On January 30, 2019 Defendant American Liberty Investments LLC sent Plaintiff  
15 a letter notifying her that starting March 01, 2019 her rent would be increased from \$881.08 to  
16 \$1,295.08. To this day Defendants have not repaid Plaintiff the \$1,199.00 owed to her and have  
17 continued to ignore her requests for repairs while at the same time collecting and increasing her  
18 rent.  
19

20 18. Plaintiff is informed and believe and thereon alleges that Defendants violated  
21 health & safety code section 17920.3 and 17920.10 because Defendant allowed the subject  
22 property to contain hazardous fluids and materials, lack adequate weatherproofing, and to be  
23 substandard in every way identified herein and as defined by the applicable statutes.  
24

25 19. All defendant had adequate opportunity and notice to repair said defects prior to  
26 Plaintiff filing this complaint. Defendant failed and refused and continue to fail and refuse to  
27 repair the defects in Plaintiff unit.  
28





1 33. Plaintiff and Defendant entered into a written agreement to lease the Subject  
2 Premises. Every lease for residential property contains an implied warranty of habitability.

3 34. During Plaintiff time of residency and prior to filing this complaint, Plaintiff  
4 performed their obligations or was excused from performing their obligations under the rental  
5 agreement.

6 35. Defendant breached said agreement by making inadequate repairs, by failing and  
7 refusing to make repairs, and by delaying in making necessary repairs to the Subject Premises  
8 after obtaining knowledge and/or being notified of the poor conditions of the Subject Premises.  
9 Defendant further breached the rental agreement by collecting rent from Plaintiff to which  
10 Defendant were not entitled because of the substantial habitability defects.

11 36. Plaintiff suffered damages including an overpayment of rent, and incidental out  
12 of pocket expenses. Plaintiff also seeks interest on their damages from each Defendant  
13 calculated according to statute.

14 37. Wherefore Plaintiff pray for the damages stated below.

15  
16  
17  
18 **FOURTH CAUSE OF ACTION**  
19 **VIOLATIONS OF CALIFORNIA CIVIL CODE SECTION 1942.4**  
20 **(All Plaintiff v. All Defendant)**

21 38. Plaintiff re-allege and incorporate into this cause of action the allegations of the  
22 preceding paragraphs, as if the same were set out at length herein.

23 39. Plaintiff and the City of Oakland issued notifications to the owners responsible for  
24 repairs and maintenance of the Subject Premises. Plaintiff, and the City of Oakland made written  
25 and oral requests regarding various defects that existed during relevant periods of their tenancy,  
26 and these written and oral requests put Defendant on notice of defects existing in the Subject  
27 Premises at the time of the notifications.







1           51. Plaintiff re-allege and incorporate into this cause of action the allegations of the  
2 preceding paragraphs, as if the same were set out at length herein.

3           52. Plaintiff made requests for repairs and complained about habitability defects  
4 existing at the Subject Premises to Defendant. Plaintiff had also exercised their right to inform  
5 Defendant and the City of Oakland about the above-mentioned nuisance and breach of Plaintiff  
6 quiet enjoyment of Subject Premises. Plaintiff Lawyaw were in their right to make the  
7 aforementioned request and complaints and is, and was, protected under the laws of California  
8 from being retaliated against for making said requests and complaints.  
9

10           53. Defendant have continually denied repairs and maintenance to Plaintiff unit and  
11 surrounding common areas in retaliation against Plaintiff for engaging in the protected activity of  
12 demanding repairs.  
13

14           54. Defendant have continually denied repairs and maintenance to Plaintiff and  
15 denying repairs. Defendant' dominate motive in harassing and intimidating Plaintiff and denying  
16 repairs was to retaliate against Plaintiff for engaging in protected activity.  
17

18           55. Plaintiff suffered out of pocket expenses, emotional distress and other general and  
19 special damages in an amount to be proven at trial as a direct and proximate result of Defendants'  
20 retaliatory conduct.  
21

22           56. Wherefore Plaintiff pray for damages stated below.

23                                   **SEVENTH CAUSE OF ACTION**  
24                                   **PRIVATE NUISANCE**  
25                                   **VIOLATIONS OF CALIFORNIA CIVIL CODE §3501 et seq.**  
26                                   **(All Plaintiff v. All Defendant)**

27           57. Plaintiff re-allege and incorporate into this cause of action the allegations of the  
28 preceding paragraphs, as if the same were set out at length herein.

1           58.     All Defendant created a nuisance on the Subject Premises by interfering with  
2 Plaintiff use and enjoyment of the Subject Premises by allowing the conditions named above,  
3 and others, to exist after being informed of their existence and being given an ample opportunity  
4 to correct these conditions.  
5

6           59.     The aforementioned conditions were harmful to Plaintiff health, and/or offensive  
7 to their senses, and/or an obstruction to the free use of the property so as to interfere with the  
8 comfortable enjoyment of Plaintiff life and/or property.  
9

10          60.     Plaintiff made several complaints to all Defendant regarding the uninhabitable  
11 conditions of the dwelling unit. Defendant failed and refused to remedy the conditions of the  
12 Subject Premises.

13          61.     As a direct and proximate result of the aforementioned conditions on the Subject  
14 Premises, Plaintiff were reasonably annoyed and/or disturbed by the condition of their living  
15 unit. Furthermore, Plaintiff were harmed by these conditions. Plaintiff suffered physical injury,  
16 incurred out of pocket expenses, suffered emotional distress, and did not receive the full benefit  
17 of their home. As a result of encountering these conditions, Plaintiff suffered physical injury in  
18 the form of respiratory distress, asthma, pneumonia, among other injuries, and incurred damages  
19 including medical specials as well as damage to their personal property. The harm to Plaintiff  
20 outweighs any potential benefit, if any exists, of Defendant' conduct.  
21

22          62.     As a direct and proximate result of Defendant' failures, Plaintiff suffered damages  
23 as specified throughout this complaint.  
24

25          63.     Wherefore Plaintiff pray for the damages stated below.  
26

27                               **EIGHTH CAUSE OF ACTION**  
28                               **PREMISES LIABILITY - VIOLATION OF CAL. CIVIL CODE SEC. 1714**  
                                  **(All Plaintiff v. All Defendant)**

1           64.     Plaintiff re-allege and incorporate into this cause of action the allegations of the  
2 preceding paragraphs, as if the same were set out at length herein.

3           65.     Defendant who owned and/or were otherwise responsible for the maintenance of  
4 the Subject Premises had an obligation to maintain the Subject Premises and to perform repairs  
5 in a reasonable and safe manner. As a tenant, Defendant owed Plaintiff a duty of care which  
6 encompassed maintaining the Subject Premises and performing repairs in a reasonable and safe  
7 manner. During the statutory period, Plaintiff suffered physical, mental and emotional injuries  
8 due to the dangerous conditions of the Subject Premises.  
9

10           66.     Defendant had ownership, and/or control of the subject property at the time of  
11 Plaintiff injury. Prior to Plaintiff injuries Defendant knew, or should have known, about the  
12 dangerous conditions and that exposure to the conditions was, and is, a health hazard and/or in  
13 fact injured or contributed to the injury of Plaintiff.  
14

15           67.     Defendant did not remedy the condition before Plaintiff suffered emotional  
16 distress and physical injury. Defendant had the ability and opportunity to warn of the dangerous  
17 conditions, but did not warn nor give Plaintiff notice of the dangerous conditions that caused or  
18 contributed to their injuries.  
19

20           68.     The defendant who managed the property owed Plaintiff, as their tenants, the  
21 duty to maintain the Subject Premises and to perform repairs in a reasonable and safe  
22 manner. Defendant breached their duties by performing maintenance and/or repair work  
23 negligently and by allowing Plaintiff to be exposed to the above named defective  
24 conditions. Defendant also employed others negligently and/or had a non-delegable duty with  
25 regard to dangerous conditions created on the Subject Premises by persons employed by  
26  
27  
28

1 Defendant to perform work on the Subject Premises. Plaintiff suffered harm to their property in  
2 an amount to be determined at trial.

3 69. As a result of Defendant's conduct, Plaintiff suffered damages, including medical  
4 specials, emotional distress and pain and suffering, in an amount to be ascertained at trial.  
5

6 70. Wherefore Plaintiff pray for the damages stated below.

7 **NINETH CAUSE OF ACTION**  
8 **NEGLIGENCE**

9 **(All Plaintiff v. All Defendant)**

10 71. Plaintiff re-allege and incorporate into this cause of action the allegations of the  
11 preceding paragraphs, as if the same were set out at length herein.

12 72. Defendant owed a duty of care to maintain the Subject Premises in a habitable  
13 condition pursuant to state and local codes, and not to violate Plaintiff rights. All Defendant  
14 violated said duty, throughout their respective terms of ownership, by failing to maintain the  
15 Subject Premises. During the statutory period, Plaintiff suffered physical, mental and emotional  
16 injuries due to the dangerous conditions of the Subject Premises which include, but are not  
17 limited to, no locks on the doors, no hot water, no refrigerator, no heat, and other uninhabitable  
18 conditions, all of which caused or contributed to Plaintiff physical injuries, and emotional  
19 distress in the form of mental anguish, and pain and suffering.  
20

21 73. Plaintiff further allege that Defendant violated California Code Sections 1941.1  
22 and 1942.5 in that Defendant intentionally and/or negligently failed and refused to remedy the  
23 defective, dilapidated and appalling conditions on the Subject Premises throughout Plaintiff  
24 tenancy, and by retaliating against Plaintiff for demanding repairs.  
25

26 74. As a direct and proximate result of each Defendant's breach of their duties  
27 throughout each 75respective period of ownership, Plaintiff were harmed.  
28

1 Plaintiff are in the class of persons sought to be protected by California Code  
2 Sections 1941.1, 1942.4 and 1942.5 from the type of harm that was inflicted upon Plaintiff by  
3 Defendant' breaches of said statutes. Thus Defendant' breach of the law constitutes negligence  
4 per se.  
5

6 75. As a direct and proximate cause of the acts and omissions of Defendant, Plaintiff  
7 suffered damages in an amount according to proof.

8 76. Wherefore Plaintiff pray for the damages stated below.  
9

10 **TENTH CAUSE OF ACTION**  
11 **OAKLAND TENANT PROTECTION ORDINANCE**  
12 **VIOLATIONS OF OAKLAND MUNICIPAL CODE SECTIONS 8.22.600 ET SEQ.**  
13 **(All Plaintiff v. All Defendant)**

14 77. Plaintiff re-allege and incorporate into this cause of action the allegations of the  
15 preceding paragraphs, as if the same were set out at length herein.

16 78. As a tenant of residential property located in Oakland, California, and subject to  
17 Oakland City Ordinance 8.22.600 et seq ("Tenant Protection Ordinance"), Plaintiff are entitled to  
18 bring an action against all Defendant who have violated the Tenant Protection Ordinance to  
19 Plaintiff detriment.

20 79. The Tenant Protection Ordinance provides safeguards for Oakland tenants. When  
21 a landlord wrongfully harasses tenants or fails to provide habitable rental units, Plaintiff are  
22 entitled to damages, including damages for mental and emotional distress.

23 80. Defendant have violated the Tenant Protection Ordinance by failing to make  
24 repair to the Subject Premises and by substantially interfering with the Plaintiff right to quiet use  
25 and enjoyment of the Subject Premises.

26 81. Plaintiff were harmed by these violations in that they suffered emotional distress,  
27 anxiety and worry. Plaintiff have also been forced to hire an attorney to enforce their rights.  
28



1           90.     Plaintiff re-allege and incorporate into this cause of action the allegations of  
2 paragraphs 1 through 45, as if the same were set out at length herein.

3           91.     By reason of the landlord/tenant relationship, Defendant owed Plaintiff a duty to  
4 exercise reasonable care in the ownership, management, and control of their real property.  
5 Defendant owed Plaintiff a duty not to unreasonably interfere with Plaintiff quiet use and  
6 enjoyment of the Subject Premises and invading Plaintiff privacy.  
7

8           92.     The duties owed by the Defendant to exercise reasonable care, include, but are  
9 not limited to: the duty to refrain from interfering with Plaintiff full use and quiet enjoyment of  
10 the premises, and to comply with all state and municipal laws governing Plaintiff rights as  
11 tenants.  
12

13           93.     Said Defendant, by the conduct heretofore alleged, negligently and carelessly  
14 maintained, operated, and managed the Subject Premises, and interacted with Plaintiff so as to  
15 breach the duties enumerated in the preceding paragraphs, thereby depriving Plaintiff of  
16 exercising their right to peaceably and quietly live at the Subject Premises.  
17

18           94.     Plaintiff are informed and believe, and thereon allege that, at all relevant times  
19 heretofore alleged, Defendant were aware or reasonably should have been aware that Plaintiff  
20 could/would not peaceably and quietly enjoy the Subject Premises.  
21

22           95.     As a direct and proximate result of these breaches of duty by Defendant, Plaintiff  
23 suffered actual, general, and special damages, including, but not limited to, physical discomfort  
24 and emotional distress.  
25

26           96.     Wherefore Plaintiff pray for the damages stated below.

27                               **THIRTEENTH CAUSE OF ACTION**  
28           **UNFAIR BUSINESS PRACTICE - VIOLATION OF CALIFORNIA BUSINESS AND**  
                              **PROFESSIONS CODE §§17200, et seq., 17500**



1 (All Plaintiff v. All Defendant)

2 97. Plaintiff re-allege and incorporate into this cause of action the allegations of the  
3 preceding paragraphs, as if the same were set out at length herein.

4 98. Plaintiff brings this cause of action on Plaintiff own behalf, on behalf of all  
5 persons similarly situated, and on behalf of the People of the State of California.

6 99. By reason of Defendant' failure to comply with state and local law for the  
7 management of real property, Defendant' conduct constitutes an unfair business practice under  
8 California Business and Professions Code §17200, et seq., and Business and Professions Code  
9 §17500.  
10

11 100. Plaintiff are informed and believe and thereon allege that it is the regular practice  
12 of Defendant to intentionally disregard the rights of tenants and violate applicable laws relating  
13 to tenancies in their buildings in ways that include, but are not limited to, failing to provide quiet  
14 enjoyment, failing to abate nuisances, allowing the defects identified herein to continue to exist  
15 in the face of government notices to abate, and renting units without certificates of occupancy.  
16

17 101. At all times herein relevant, Defendant were conducting business under the laws  
18 of the State of California, the County of Alameda, and the City of Oakland. In conducting said  
19 business, Defendant were obligated to comply with the laws of the State of California, the  
20 County of Alameda, and the City of Oakland.  
21

22 102. As a direct and proximate result of Defendant' conduct, Defendant have accrued  
23 unjust enrichment.  
24

25 103. Wherefore Plaintiff pray for the damages stated below.

26 **FOURTEENTH CAUSE OF ACTION**

27 **FRAUD**

28 **(All Plaintiff v. All Defendant)**



1 award of substantial punitive damages against all Defendant. Defendant knew or should have  
2 known that their intentional failure to maintain and repair the Subject Premises posed a  
3 substantial risk of harm to Plaintiff. Defendant' actions constitute despicable conduct carried out  
4 by defendant with willful and conscious disregard of the consumer and tenant rights and safety  
5 of others including Plaintiff.  
6

7 **PRAYER**

8 WHEREFORE Plaintiff pray for judgment as follows as to all Defendant:

9 A. For general damages according to proof for each cause of action;

10 B. For special damages including property damage and loss according to proof for each  
11 cause of action;

12 C. For punitive and exemplary damages according to statute and according to proof, to be  
13 determined at trial;

14 D. For statutory damages of \$5,000.00 for each violation of Civil Code § 1942.4;

15 E. For compensatory damages for losses resulting from humiliation, mental anguish, and  
16 emotional distress according to proof;

17 F. For restoration of all unlawfully collected rents;

18 G. For incidental expenses, past, present and future,

19 H. For interest on the amount of losses incurred at the prevailing legal rate;

20 I. For attorney's fees according to contract and statute, pursuant to Civil Code §1942.4  
21 and 1947.11, and CCP §1021.5; and

22 J. For costs of suit incurred herein;

23 K. For pre-judgment interest;

24 L. For statutory penalties;

1 M. For such other and further relief which this Court deems just and proper.  
2

3 Dated: February 11, 2019  
4

LAW OFFICE BRODERICK H. BROWN



6  
7 \_\_\_\_\_  
8 Broderick H. Brown  
9 Attorney for Plaintiff  
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CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612

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

## NOTICE OF SETTLEMENT CONFERENCE AND HEARING

File Name: McQuillion v. JJCM Investments  
Property Address: 3114 Ashbrook Court Oakland, CA 94601  
Case Number: T20-0054

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter. The Settlement Conference in your case will begin on:

Date: June 17, 2020  
Time: 10:00 AM  
Place: 250 Frank H. Ogawa Plaza, Ste. #5313, Oakland, CA 94612

If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

### **Order to Produce Evidence**

All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

### **Request to Change Date**

A request for a change in the date or time of Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the form. A continuance will be granted only for good cause.

### **Hearing Record**

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If the settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

### **Inspections**

During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer or mutually agreed upon by the parties present at the Hearing. No testimony will be taken at the inspection.

**000078**

### **Representatives**

Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

### **Interpreter**

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters on request providing the request is made at least 7 days in advance of the scheduled Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant foreign language and they will fully and to the best of their ability interpret the proceedings.

### **Failure to Appear for Hearing**

If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing, or conduct the Hearing and render a decision without the respondent's participation.

### **Accessibility**

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

### **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.

**PROOF OF SERVICE**  
**Case Number T20-0054**

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**

Notice of Settlement Conference and Hearing

**Owner**

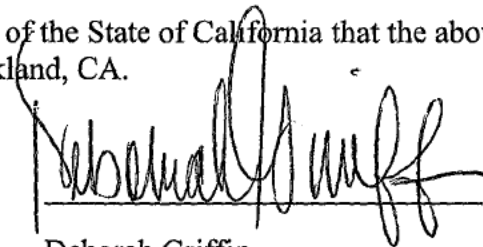
JJCM Investments  
8212 Laguna Brook Way  
Elk Grove, CA 95758

**Tenant**

Fatima McQuillion  
3114 Ashbrook Court  
Oakland, CA 94601

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

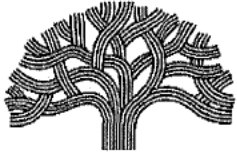
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 16, 2020** in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

**000078**



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

March 16, 2020

**Owner**

JJCM Investments  
8212 Laguna Brook Way  
Elk Grove, CA 95758

The Rent Adjustment Program received the petition(s) attached to this letter on January 30, 2020. One or more of your tenant(s) are protesting one or more rent increases alleging that they exceed the maximum rent permitted by Oakland Municipal Code Chapter 8.22 and alleging a decrease in housing services. For details please see the attached copy of the petition.

**Your case has been assigned Case No. T20-0054.**

**The case title and file name is McQuillion v. JJCM Investments.**

**The analyst assigned to your case is Ava Silveira at (510) 238-7093.**

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

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increases that can be imposed on a rental unit covered by the Ordinance. If a unit is voluntarily vacated, or the tenant is evicted for cause, the rent may be raised without restriction upon re-renting. The new tenancy is again subject to the rent increase limitations in the Ordinance.

The Ordinance requires that you provide a written notice of the existence of the Residential Rent Adjustment Program to tenants in covered units at the start of the tenancy. You must use the Rent Adjustment Program form titled "Notice to Tenants of the Residential Rent Adjustment Program". This document is also called the "RAP Notice". The Ordinance also requires that you serve the same notice together with all notices of rent increase and all notices of change in terms of tenancy.

**000070**



Rent increases less than, or equal to, the annual CPI increase need not be justified. Rent increases in excess of the annual CPI increase may be justified on one or more of the following grounds:

The following are summaries ONLY. For complete information, please see Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.

**1. EXEMPTION:**

(OMC Section 7.22.030)

You may prove an exemption from application of the Oakland Rent Adjustment Ordinance. The exemptions are found in the Rent Adjustment Ordinance. The most common exemption is that the unit is government subsidized housing. Other common exemptions are for units constructed after January 1, 1983 (new construction) and single family houses exempt under the Costa Hawkins Rental Housing Act. See the Ordinance for a complete list and details.

**2. CAPITAL IMPROVEMENT/UNINSURED REPAIR COSTS:**

(Regulations Section 10.)

Capital improvements increases may only be granted for improvements that have been completed and paid for within the 24-months immediately before the effective date of the proposed rent increase. To justify a rent increase for capital improvements expenditures or uninsured repair expense you must provide, at least 7 days prior to the Hearing, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid. The owner can only pass through 70% of costs incurred and may not increase the rent more than 10%.

**3. INCREASED HOUSING SERVICE COSTS:**

(Regulations Section 10.)

Housing Service Costs are expenses for services provided by the landlord related to the use or occupancy of a rental unit. In determining whether an increase in housing service costs justifies a rent increase in excess of the annual CPI increase, the annual operating expenses related to the property for the most recent two years are compared. Year two costs must exceed year one costs by more than the current annual increase. The expenses considered include property taxes, business license/taxes, and insurance, P.G. & E., water, garbage, maintenance and repairs, managerial costs and other legitimate annually recurring expenses to operate the rental property, except debt service. Evidence is required to prove each of the claimed housing costs.

**4. BANKING/RENTAL HISTORY:**

"Banking" refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

**5. NECESSARY TO MEET CONSTITUTIONAL FAIR RETURN REQUIREMENTS:**

In order to prove that the owner is entitled to a rent increase based on constitutional fair return an owner must establish that the return on the investment is less than the return that would have been received for an investment of similar risk. At a minimum, proof of the amount of investment, evidence of the return from other investments of similar risk and an analysis of the rate of return from the rental property, including an appreciation in the value of the property, are required.

000080

**6. DEBT SERVICE:**

Debt service has been eliminated as a reason for a rent increase effective April 1, 2014. However, if an owner made a bona fide offer to purchase property before April 1, 2014, a debt service rent increase may be approved. An increase in rent based on debt service costs will only be approved in those cases where the total property income is insufficient to cover the housing service costs and 95% of the debt service costs for purchase money for mortgages secured by the subject property. Eligible debt service costs are the actual principal and interest applicable to the property.

**Additional Requirements**

- 1. have a current Oakland Business License**
- 2. be current on payment of the Rent Adjustment Program's Service Fee**
- 3. file a timely response on the Landlord Response form and submit the required**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions not answered by this notice, please contact the Residential Rent Adjustment Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m.

**000088**

**PROOF OF SERVICE**  
**Case Number T20-0054**

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**

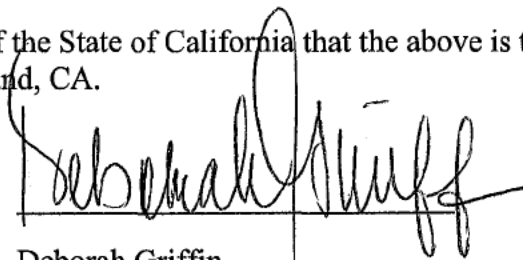
Landlord Notification of Tenant Petition  
Landlord Response Form  
Copy of Tenant Petition

**Owner**

JJCM Investments  
8212 Laguna Brook Way  
Elk Grove, CA 95758

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 **March 16, 2020** in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

**000089**



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

March 16, 2020

**Tenant**

Fatima McQuillion  
3114 Ashbrook Court  
Oakland, CA 94601

Dear Petitioner:

The Rent Adjustment Program has received a petition filed by you.

**Your case has been assigned Case No. T20-0054.**

**The case title and file name is McQuillion v. JJCM Investments.**

**The analyst assigned to your case is Ava Silveira at (510) 238-7093.**

After a petition is filed and until a final decision in this case, the contested rent increase is suspended, except for the portion of the rent increase equal to the current CPI Rent Adjustment if that amount is stated separately on the notice of increase.

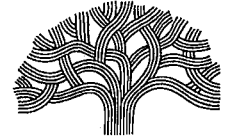
**IF THE NOTICE OF INCREASE DOES NOT STATE THE PORTION OF THE INCREASE THAT EQUALS THE ANNUAL CPI INCREASE, THE TENANT NEED NOT PAY ANY OF THE RENT INCREASE WHILE THE PETITION IS PENDING.**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions or need additional information, please contact the Rent Adjustment Program at (510) 238-3721.

**000080**

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**ORDER TO CONSOLIDATE**

**CASE NUMBERS:**       **T19-0313 McQuillion v. American Liberty**  
                              **T19-0510 McQuillion v. American Liberty**  
                              **T20-0054 McQuillion v. JJCM Investments**

**PROPERTY ADDRESS:**   **3114 Ashbrook Court, Oakland, CA**

T19-0313 and T19-0510: On February 4, 2020, an Order to Consolidate was mailed out to all parties named in Case Number T19-0313 and T19-0510, notifying the parties that the two cases were being consolidated and would be heard on April 27, 2020, at 10:00 a.m. That hearing date was subsequently postponed due to Covid-19 and must now be rescheduled.

T20-0054: On March 13, 2020, a Notice of Hearing was mailed out to all parties named in the Tenant Petition, setting a hearing date for June 17, 2020, at 10:00 a.m. This hearing is hereby cancelled.

All three of the above-referenced cases involve the same subject property. Therefore, they are being consolidated and will be heard in a single hearing. A notice with the new hearing date will be issued at a later date.

Dated: May 19, 2020

*Maimoona Ahmad*

---

Maimoona Sahi Ahmad  
Hearing Officer  
Rent Adjustment Program

**000181**

**PROOF OF SERVICE**

**Case Numbers T19-0313, T19-0510, T20-0054**

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 document 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:**

**Document Included**

Order to Consolidate

**Owners**

American Liberty  
P.O. Box 577374  
Modesto, CA 95357

Frederick O. Lewis, American Liberty  
7205 Spyglass Dr.  
Modesto, CA 95356

JJCM Investments  
8212 Laguna Brook Way  
Elk Grove, CA 95758

**Owner Representative**

Liz Hart, Rent Board Matters  
1801 University Ave., Ste. 308  
Berkeley, CA 94703

**Tenant**

Fatima McQuillion  
3114 Ashbrook Court  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true

**000182**

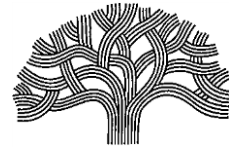
and correct. Executed on **May 20, 2020** in Oakland, CA.



---

Ava Silveira  
Oakland Rent Adjustment Program

# CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA  
94612-0004

Housing and Community Development Department  
Rent Adjustment Program

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

## **ADMINISTRATIVE DECISION**

**CASE NUMBERS:** T19-0313 McQuillion v. American Liberty  
T19-0510 McQuillion v. American Liberty  
T20-0054 McQuillion v. JJCM Investments

**PROPERTY ADDRESS:** 3114 Ashbrook Court, Oakland, CA

### **SUMMARY OF DECISION**

The tenant petitions are dismissed.

### **ISSUES PRESENTED**

1. Does the Rent Adjustment Program have jurisdiction to hear these cases?

### **INTRODUCTION**

The tenant filed petitions on June 9, 2019, November 6, 2019, and January 30, 2020, contesting rent increases and alleging decreased housing services. All three cases were consolidated and a hearing was set for September 23, 2020. Subsequently, the owner representative notified the Rent Adjustment Program that there is a lawsuit pending in Superior Court (Case Number RG19008160) that addresses the very same claims listed in the tenant petitions referenced above. The owner representative requested a postponement of the hearing in the above referenced cases pending the outcome of the civil lawsuit. The postponement was granted and a hearing was scheduled for March 23, 2021.

### **EVIDENCE**

On February 16, 2021, the owner representative notified the Rent Adjustment Program that the parties signed a Mutual Settlement Agreement and Release dated February 8, 2021, and the tenant received monetary compensation to resolve the legal action in Case Number RG19008160. A copy of the Mutual Settlement Agreement and Release is attached as Exhibit 1. A review of the Mutual Settlement Agreement and Release shows that a release in the agreement precludes the tenant from raising all claims arising out of her tenancy at 3114 Ashbrook Court, in Oakland, California, that were brought or which could have been brought in the litigation entitled "*Fatima McQuillon v. American Liberty Investments, LLC, Triple Good Investments &*

**000084**



*Management, LLC, Frederick O. Lewis, III., and Does 1 through 30,”* Action No. RG19008160 in the Superior Court of California, County of Alameda, and from any and all other claims which could have been brought by her related to or stemming from her occupancy and possession of 3114 Ashbrook Court.

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Since the Alameda County Superior Court assumed jurisdiction over all claims arising from the tenant's tenancy at 3114 Ashbrook Court, and all claims were resolved in the Mutual Settlement Agreement and Release, the Rent Adjustment Program no longer has jurisdiction over claims raised in the above-referenced tenant petitions. Therefore, the tenant petitions are dismissed.

**ORDER**

1. Petitions T19-0313, T19-0510, and T20-0054 are dismissed.
2. The Hearing scheduled for March 23, 2021 is cancelled.

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

Dated: February 17, 2021

Maimona Ahmad  
Maimoona Sahi Ahmad  
Hearing Officer  
Rent Adjustment Program

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

<b>Appellant's Name</b> Fatima McQuillon		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 3114 Ashbrook Court, Oakland, CA 94601		
<b>Appellant's Mailing Address (For receipt of notices)</b> 3114 Ashbrook Court, Oakland, CA 94601		<b>Case Number</b> T20-0059
		<b>Date of Decision appealed</b>
<b>Name of Representative (if any)</b> Broderick Brown, Esq.	<b>Representative's Mailing Address (For notices)</b> 2831 Telegraph Ave. Oakland, CA 94609	

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 Feb. 23, 2021, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	FJCM Investments
<b>Address</b>	8212 Laguna Brook Way
<b>City, State Zip</b>	Elk Grove, CA 95758
<b>Name</b>	Liz Hart, Rent Board Matters
<b>Address</b>	1801 University Ave, Suite 308
<b>City, State Zip</b>	Berkeley, CA 94703

	<u>2/23/2021</u>
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.**

On February 21, 2021 Fatima McQuillon filed a lawsuit against American Liberty Investments, LLC; Frederick A. Lewis, III; and Triple Good Investment & Management LLC. The case number for the subject lawsuit is RG19008160.

JJCM Investments Inc purchased the property on December 6, 2019 and JJCM Investments Inc was not a party to the lawsuit.

The civil settlement did not cover Ms. McQuillon's current living conditions, her current over payment in rent based on the hearing decision issued in T18-0152 on September 20, 2018. Her complaints against JJCM Investments Inc are ongoing and being incurred on a monthly basis.

Oakland Municipal Code [hereinafter OMC] 8.22.150 (A)(4) states "The remedies available in this Chapter are not exclusive and may be used cumulatively with any other remedies in this Chapter or at law."

Furthermore OMC 8.22.150 (C) states "An aggrieved party or the City Attorney, on behalf of such party, may bring a civil action for injunctive relief or damages, or both, for any violation of the provisions of this Chapter or an order or decision issued by a Hearing Officer or the Board."

The release that the RAP hearing officer based her dismissal on only covered claims brought in the said civil action. It is clear that Ms. McQuillon has not pursued any civil action against JJCM Investments nor has she received any civil remedies from JJCM Investments. Nor does the settlement agreement make any determination as to the proper amount of rent. Ms. McQuillon believes she is currently over paying every month based on the hearing decision in T180-0152.

Ms. McQuillon deserved to be heard on this matter and not have the matter be dismissed based on the representations of the current owners.

## MUTUAL SETTLEMENT AGREEMENT AND RELEASE

The following individuals and/or entities are the “Parties to the Agreement” or “Parties” of this written Settlement Agreement and Release (“Agreement”):

### 1.0 PARTIES TO THE AGREEMENT

- 1.1 Plaintiff FATIMA MCQUILLON;
- 1.2 Defendant/Cross-Complainant AMERICAN LIBERTY INVESTMENTS, LP;
- 1.3 Defendant/Cross-Complainant FREDERICK O. LEWIS III; and,
- 1.4 Defendant/Cross-Defendant TRIPLE GOOD INVESTMENT & MANAGEMENT LLC

The term “Plaintiff” as used in this Agreement, means Fatima McQuillon, identified in paragraph 1.1. The term “Defendants” as used in this Agreement means each and every individual and/or entity identified in paragraph 1.2, 1.3, and 1.4. The term “Cross-Complainant” as used in this Agreement means each and every individual and/or entity identified in paragraph 1.2 and 1.3. The term “Cross-Defendant” as used in this Agreement means each and every individual and/or entity identified in paragraph 1.4. The term “Parties” as used in this Agreement means Plaintiff and Defendants collectively.

### 2.0 INTENT

2.1 The Parties named in Section 1.0 have been involved in litigation entitled “*Fatima McQuillon v. American Liberty Investments, LLC, Triple Good Investments & Management, LLC, Frederick O. Lewis, III., and Does 1 through 30,*” Action No. RG19008160 in the Superior Court of California, County of Alameda (hereinafter “the litigation”). The litigation has involved claims by Plaintiff against Defendants arising from Plaintiff’s occupancy of the real property commonly known as 3114 Ashbrook Court, Oakland (hereinafter “the premises”). The Litigation involves claims for Tortious Breach of Implied Warranty of Habitability - Civil Code §1941, Breach of Quiet Enjoyment – Civil Code §1927, Contractual Breach of Implied Warranty of Habitability - Civil Code §1941, Violations of Civil Code § 1942.4, Breach of Contract – Civil Code § 3300 et seq., Retaliation - Civil Code Section 1942.5 (c), Private Nuisance - Civil Code §3501 et eq., Premises Liability - Violation of Cal. Civil Code §1714 , Negligence, Violation of Oakland Tenant Protection Ordinance 8.22.600 et seq., Violation of Oakland Tenant Protection Ordinance 8.22.300 et seq., Constructive Eviction - Negligence, Unfair Business Practice - Business & Professions Code §§17200, 17500, and Fraud against Defendants.

2.2 It is the intent of the Parties to this Agreement that Plaintiff, shall release any and all claims against Defendants, and their family, heirs, estate, executors, administrators, successors, personal representatives, agents, insurers, employees, and assignees, if any, and all other tortfeasors in accordance with section 877 of the Code of Civil Procedure of the State of California, from any and all claims, demands, damages, actions or causes of action of every kind known or unknown that they brought or could have brought in the litigation, including all claims

arising from or related to Plaintiff's tenancy in the premises and any damages Plaintiff claims to have suffered in connection with her occupancy of, and eviction from, the premises.

### **3.0 SETTLEMENT**

#### **A. SETTLEMENT OF AMERICAN LIBERTY INVESTMENTS, LP and FREDERICK O. LEWIS III AND PLAINTIFF**

**3.1** In consideration of covenants and releases contained in this Agreement, Defendants/Cross-Complainants AMERICAN LIBERTY INVESTMENTS, LP and FREDERICK O. LEWIS III, by and through their insurers, Mercury Insurance Company and Capital Insurance Company, agree to pay a total settlement sum of THIRTY TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$32,500.00) to Plaintiff and her attorneys, subsequent to Plaintiff delivering to counsel for these Defendants both (1) this Agreement bearing Plaintiff's signature, and (2) a Request for Dismissal with Prejudice of this action as to Defendants/Cross-Complainants AMERICAN LIBERTY INVESTMENTS, LP and FREDERICK O. LEWIS III.

**3.2** Payment of the total settlement sum referenced in paragraph 3.1 shall be made as follows:

- (a) Payment will be made payable to Broderick H. Brown Law Firm and Fatima McQuillon and sent to the Broderick H. Brown Law Firm within 20 days of receipt from Plaintiff of this executed Settlement Agreement & Release and an executed Request for Dismissal with prejudice as to AMERICAN LIBERTY INVESTMENTS, LP and FREDERICK O. LEWIS III.

#### **B. SETTLEMENT OF TRIPLE GOOD INVESTMENT & MANAGEMENT LLC AND PLAINTIFF**

**3.3** In consideration of covenants and releases contained in this Agreement, Defendant/Cross-Defendant TRIPLE GOOD INVESTMENT & MANAGEMENT LLC, agrees to pay a total settlement sum of TEN THOUSAND DOLLARS (\$10,000.00) to Plaintiff and her attorneys, subsequent to Plaintiff delivering to counsel for this Defendant counsel both (1) this Agreement bearing Plaintiff's signature, and (2) a Request for Dismissal with Prejudice of this action as to Defendant/Cross-Defendant TRIPLE GOOD INVESTMENT & MANAGEMENT LLC.

**3.4** Payment of the total settlement sum referenced in paragraph 3.3 shall be made as follows:

- (a) Payment will be made payable to Broderick H. Brown Law Firm and Fatima McQuillon and sent to the Broderick H. Brown Law Firm within 20 days of receipt from Plaintiff of this executed Settlement Agreement & Release and an executed Request for Dismissal with prejudice as to TRIPLE GOOD INVESTMENT & MANAGEMENT LLC.

#### **C. SETTLEMENT OF CROSS-COMPLAINANT AND CROSS-DEFENDANTS**

**3.5** In consideration of covenants and releases contained in this Agreement,

Defendants/Cross-Complainants AMERICAN LIBERTY INVESTMENTS, LP and FREDERICK O. LEWIS III. agree to file a Request for Dismissal with Prejudice of their Cross-Complaint against Defendant/Cross-Defendant TRIPLE GOOD INVESTMENT & MANAGEMENT LLC no later than 20 days after receipt of the filed Request for Dismissal with Prejudice of Plaintiff's Complaint against TRIPLE GOOD INVESTMENT & MANAGEMENT LLC.

#### 4.0 RELEASE TERMS

4.1 The Parties to this Agreement hereby mutually release and forever discharge one another and each of their respective heirs, employers, employees, principals, partners, officers, directors, agents, property managers, contractors, insurers, attorneys, assigns, predecessors and successors in interest, from any and all claims, actions, causes of action, demands of every kind and nature, whether based in tort, contract or arising from statutes, ordinances, or regulations, or other theory of recovery, in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, actual or consequential, past and future, brought or which could have been brought, in the litigation entitled "*Fatima McQuillon v. American Liberty Investments, LLC, Triple Good Investments & Management, LLC, Frederick O. Lewis, III., and Does 1 through 30,*" Action No. RG19008160 in the Superior Court of California, County of Alameda, and from any and all other claims which could have been brought by her related to or stemming from her occupancy and possession of the Premises, including, but not limited to, any claims for possession, claims for personal, bodily or emotional injury, property damage or other losses.

4.2 The Parties hereto understand and acknowledge that it is possible that other damages or claims not now known will develop or be discovered or consequences or results of known damages will develop or be discovered, and therefore, it is understood and agreed that this final compromise and release is expressly intended to cover and include, and does cover and include, all such future damages or rights of action thereof.

4.3 The Parties each understand and agree that the released claims contemplated by this Settlement Agreement and Release include all claims described herein of every nature and kind whatsoever whether known or unknown, suspected or unsuspected, and hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The Parties each acknowledge and assume the risk that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to the released claims and agree that this Settlement Agreement and Release and the releases and covenants contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

\\  
\\



**4.4** To the extent that Plaintiff is maintaining a claim for personal or bodily injury, Plaintiff will hold harmless and indemnify Defendants and all of their agents, heirs, employees, employers, executors, attorneys, assigns, and insurers, from any claim, loss, demand or cause of action of the spouse, children or other family of said injured Party, as well as those of any insurance company, subrogation agent, governmental agency, health care provider, fraternal or benevolent organization, employer, union, or any lien pursuant to Sections 708.410 through 708.480 of the Code of Civil Procedure (Liens in Pending Action or Proceedings), Section 14124.70 et seq. of the Welfare and Institutions Codes (Medi-Cal Rights Against Third Parties), or from Medicare (see 42 CFR 405.324 -- Medicare Rights Against Third Parties), or from any County seeking reimbursement for care given to the undersigned (see Government Code Section 23004.1), or from any Emergency or Ongoing Care Providers seeking reimbursement for care given to the Plaintiff (see Civil Code Sections 3045.1 through 3045.6). Plaintiff herein expressly agrees to hold harmless, defend and indemnify Defendants, their insurers and attorneys from any lien claim or demand for reimbursement from any medical provider, health insurer, including Medicare and Medi-Cal, and any subrogation agent or entity for the cost or payment of medical treatment, services or benefits received by Plaintiff as a result of any alleged injury suffered at or as a result of her occupancy at the Premises.

**4.6** The Parties hereby agree not to disparage each other to any third parties either in print, internet, social media, radio, television, etc., or otherwise take any action which could reasonably be expected to adversely affect each other's personal or professional reputations.

**4.7** Each Party hereto shall bear her own attorney's fees and costs of suit.

## **5.0 OTHER PROVISIONS**

**5.1** The Parties hereto expressly recognize that liability for incidents giving rise to this litigation is disputed by the parties herein released and that this Agreement is a good faith compromise and settlement of disputed claims and shall not be construed as an admission of liability. Releasors agree that this Agreement shall not be admissible as evidence in any suit or proceedings whatsoever as an admission of any liability.

**5.2** This written Agreement contains the entire agreement between the parties to this Agreement. The terms of this Agreement are contractual and not a mere recital. The Parties to this Agreement further declare that no promise, inducement, or agreement not herein expressed has been made and that this Agreement is executed without reliance upon any representation by any person concerning the nature or extent of injuries, damages, or legal liability therefore, and that each of the Parties to this Agreement has carefully read and understands the contents of this Agreement and signs same as their own free act.

**5.3** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**5.4** This Agreement shall bind the heirs, personal representatives, agents, insurers, successors, and assigns of the Parties hereto and shall inure to the benefit of the Parties hereto, their agents, employees, servants, insurers, successors, and assigns.

**5.5** The Parties to the Agreement hereto stipulate that any common law or

statutory provision that an ambiguous term be construed against the maker of this Agreement is hereby waived.

**5.6** In the event any paragraph or provision of this Agreement is held to be void and/or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties to the Agreement with the same force and effect as though the void or unenforceable part had been severed and deleted.

**5.7** Each of the Parties to this Agreement warrants that it is empowered and entitled to give a complete release and discharge, and each signatory represents and warrants that they have actual authority to bind the Parties to the terms of this Agreement.

**5.8** The Parties to the Agreement will indemnify and hold harmless any other Parties to the Agreement from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by said Party.

**5.9** The Parties to the Agreement hereto acknowledge that, in entering into this Settlement Agreement and Release, they have sought and obtained, or otherwise waived, the advice of legal counsel and, in executing this Agreement, do so with full knowledge of its significance and legal consequences.

**5.10** This Agreement may be executed in counterparts.

DATED: 1-29-21

  
\_\_\_\_\_  
Plaintiff FATIMA MCQUILLON

I am an attorney licensed to practice law in the State of California and I have reviewed and approved this Agreement.

DATED: 1-29-2021

  
\_\_\_\_\_  
BRODERICK H. BROWN, ESQ.  
Broderick H. Brown Law Firm  
Attorneys for Plaintiff

I am an attorney licensed to practice law in the State of California and I have reviewed and approved this Agreement.

DATED: February 16, 2021

\_\_\_\_\_  
STEVEN F. EGLER, ESQ.  
Haapala, Thompson & Abern, LLP  
Attorneys for Defendants/Cross-Complainants  
AMERICAN LIBERTY INVESTMENTS, LP and  
FREDERICK O. LEWIS III

I am an attorney licensed to practice law in the State of California and I have reviewed and approved this Agreement.

DATED: 2/8/2021



JUDY C. TSAI, ESQ.  
Law Office of Judy Tsai  
Attorneys for Defendants/Cross-Complainants  
TRIPLE GOOD INVESTMENT &  
MANAGEMENT LLC.

*Judy C. Tsai, Esq.*  
*Law Office of Judy Tsai*

## CHRONOLOGICAL CASE REPORT

Case No.: Case T18-0311

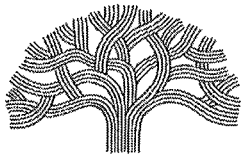
Name: Property Cervantes v. Fong

Address: 1791 28<sup>th</sup> Avenue, Oakland CA 94601

Parties: May & Grant Fong (Property Owners)  
Maria & Luis Cervantes (Tenants)  
Xavier Johnson, (Tenant Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 12, 2018
Owner Response filed	November 13, 2018
Hearing Decision mailed	October 3, 2019
Owner Appeal filed	October 9, 2019
Corrected Hearing Decision mailed	October 17, 2019
Panel Appeal Decision mailed	March 10, 2020
Remand Decision mailed	December 18, 2020
Owner Appeal filed	December 29, 2020



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

2011 JUN 12 PM 3:56

**TENANT PETITION**

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

**Please print legibly**

Your Name Maria Amezcuita and Luis Ayala Cervantes	Rental Address (with zip code) 1791 28th Ave Oakland, CA 94601	Telephone: <b>510-927-1332</b>
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) May Lee Fong and Grant Wai Fong	Mailing Address (with zip code) 358 Cerro Ct. Daly City, CA 94015	Telephone: <b>650-757-2988</b>
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 6

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:**

**000197**

<input checked="" type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
--

	rent increase.
X	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
X	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
X	(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.
X	(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: August 2015 Initial Rent: \$ 945 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 8/24/17. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>4/26/18</u>	<u>4/26/18</u>	\$ <u>1200</u>	\$ <u>1400</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>8/24/17</u>	<u>10/3/2017</u>	\$ <u>945</u>	\$ <u>1200</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>8/24/17</u>	<u>9/5/2017</u>	\$ <u>945</u>	\$ <u>1233</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

000198

\* 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.

Maria Amerquita  
Tenant's Signature

6-7-18  
Date

Luis AYA LA SERVANTES

6-7-18

000199

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

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

### **File Review**

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

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

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

**000200**



Tenant Petitioner

**Addendum A-Decrease in Services**

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
Electric wiring malfunction; You can see the sparks when you use electric	August 2015	September 2015	N/A	30%
Windows; they do not close in the bedroom and in the living room it is not properly installed	August 2015	September 2015	N/A	20%
Bathroom; the sink has mold, is rotten, and has a bad smell. The bathtub has mold or some kind of black right around it.	August 2015	September 2015	N/A	20%
Kitchen drawers and cabinets; they do not open and close properly	August 2015	September 2015	N/A	8%

Tenant Petitioner  
Maria Amezquita  
Luis Ayala Cervantes  
1791 28<sup>th</sup> Ave.  
Oakland, CA 94601

### **Addendum A- Changed Conditions**

1. Since their move in July 2015 the rent included the water bill. In June of 2017 the landlord discontinued their water services and tenants were forced to place the water in their name.

PLEASE NOTE: Tenant Petitioner is a monolingual Spanish speaker and requests an interpreter.

# Notice of Balance Due

April 26, 2018

DATE

Maria Amezquita Arceo, et al

RESIDENT NAME

1791-28th Avenue

RESIDENT ADDRESS

Oakland, Ca 94601

CITY, STATE, ZIP

Dear Maria Amezquita Arceo, et al :

Your account has a balance due of \$800. Please remit payment as soon as possible so your account can remain in good standing. You may submit your payment to:

May Fong, 358 Cerro Court, Daly City, Ca 94015 or BofA acct #0893703533

## Breakdown of Charges:

Date	Description	Amount
9/1/17	Security Deposit	\$2000
12/1/17	Balance rent	\$200
1/1/17	Balance rent	\$200
2/1/17	Balance rent	\$200
3/1/17	Balance rent	\$200
4/1/17	Balance rent	\$200
<b>Total:</b>		<b>\$3000</b>

If you have any questions, please feel free to contact May Fong, Owner

(NAME/TITLE)

at 415-812-9908 mayfong@pacbell.net

(PHONE, EMAIL AND/OR OTHER CONTACT INSTRUCTIONS)

Thank you,

  
\_\_\_\_\_  
Owner/Agent





CITY OF OAKLAND

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

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX:(510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD:(510) 238-3254

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

## NOTICE OF VIOLATION

4/25/18

*Certified and Regular mail*

To: Fong Grant W & May L  
358 Cerro Ct  
Daly City CA 94015

Code Enforcement Case No.: 1801330  
Property: 1791 28<sup>th</sup> Ave  
Parcel Number: 25-733-12

**Re-inspection Date/Correction Due Date: 6/5/18**

Code Enforcement Services inspected your property on 4/23/18 and confirmed:

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

At this point, no fees or other charges have been assessed for these violations. To stop further code-enforcement action, you are advised to correct the above violations and contact Inspector Hugo Barron, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 and by email at [hbarron@oaklandnet.com](mailto:hbarron@oaklandnet.com).

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

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

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

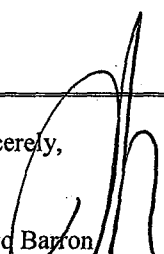
**You have a right to appeal** this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **6/5/18** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

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

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

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

Sincerely,

  
Hugo Barton  
Specialty Combination Inspector  
Planning and Building Department

Enclosures as applicable:

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

cc:

**Administrative Hearing Fees**

Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

*Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee*

Property Address: 1791 28<sup>th</sup> Ave

Complaint #: 1801330

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

Description of Violation	Required Action	OMC Section
Trash, debris, building materials, recyclable items, indoor furniture, overgrown vegetation. Remove.	Remove	8.24.020.D
Vehicles parked on the rear lawn. Remove	Remove	8.24.020.F.3

**Building Maintenance (Housing)**

Description of Violation	Required Action	OMC Section
1.- Drawers of kitchen base cabinets do not open/close properly.	Repair in approved manner	15.08.230.O
2.- Some receptacles in the living room and bathroom do not work.	Repair in approved manner	15.08.260.C
3.- Windows in the bedroom do not open/close properly.	Repair in approved manner.	15.08.230.O

**Zoning**

Description of Violation	Required Action	OMC Section

## Description of Property Maintenance Violations

Property Address:

Complaint #:

### Property Maintenance- OMC 8.24.020

#### Abandoned building or structure (OMC 8.24.020 A)

- A building or structure which is not occupied, inhabited, used, or secured; a building or structure is unsecured when it is unlocked or the public can gain entry without the consent of the owner. OMC 8.24.020 (1)
- Any partially constructed, reconstructed or demolished building or structure upon which work is abandoned - No valid and current building or demolition permit or no substantial work on the project for six months. OMC 8.24.020 (2)

#### Attractive Nuisance (OMC 8.24.020 B)

- Property which is in an unsecured state so as to potentially constitute an attraction to children, harbor vagrants, criminals, or other unauthorized persons.

#### A building or structure which is in a state of disrepair (OMC 8.24.020 C)

- Any building or structure which by reason of rot, weakened joints, walls, floors, underpinning, roof, ceilings, or insecure foundation, or other cause has become dilapidated or deteriorated. OMC 8.24.020 (1)
- Any building or structure with exterior walls and/or roof coverings which have become so deteriorated as to not provide adequate weather protection and be likely to, or have resulted in, termite infestation or dry rot. OMC 8.24.02 (2)
- Buildings or structures with broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers. OMC 8.24.020 (3) Violation Location:  Front  Side  Rear/Backyard
- Buildings or structures including but not limited to, walls, windows, fences, signs, retaining walls, driveways, or walkways which are obsolete, broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts on neighboring property or presents a risk to public safety i.e. writings, inscriptions, figures, scratches, or other markings referred to as "graffiti" and peeling, flaking, blistering, or otherwise deteriorated paint. OMC 8.24.020 (4)

#### Property inadequately maintained (OMC 8.24.020 D) Violation Location: Front Side Rear/Backyard

- Property which is not kept clean and sanitary and free from all accumulations of offensive matter or odor including, but not limited to, overgrown or dead or decayed trees, weeds or other vegetation, rank growth, dead organic matter, rubbish, junk, garbage animal intestinal waste and urine, and toxic or otherwise hazardous liquids and substances and material - Combustible and noncombustible waste materials, residue from the burning of wood, coal, coke, and other combustible material; paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, hay, straw, tin cans, metal mineral matter, glass, crockery, and dust; animal feed and the products of and residue from animal quarters. OMC 8.24.020 (1)
- Property which constitutes a fire hazard or a condition considered dangerous to the public health, safety and general welfare. OMC 8.24.020(2)
- Property which is likely to or does harbor rats or other vectors, vermin, feral pet, or other non-domesticated animal nuisances OMC 8.24.020 (3)
- Property which substantially detracts from the aesthetic and economic values of neighboring properties including, but not limited to, personal property and wares and foodstuffs, premises garbage and refuse receptacles, and commercial and industrial business activities which are inadequately buffered from any street, sidewalk, or other publicly trafficked area or such buffering which is inadequately maintained. OMC 8.24.020 (4) and OPC Chapter 17.110  
Violation Location:  Front  Side  Rear/Backyard
- Landscaping which is inadequately maintained or which is not installed as required by city codes or any permit issued in accordance with such codes. OMC 8.24.020 (5) Violation Location:  Front  Side  Rear/Backyard
- Matter including but not limited to smoke, odors, dust, dirt, debris, fumes, and sprays which is permitted to be transported by wind or otherwise upon any street, course, alley, sidewalk, yard, park, or other public or private property and which is determined to be a violation of federal, state, regional, or local air quality regulations. OMC 8.24.020 (6)  
Violation Location:  Front  Side  Rear/Backyard
- Property including, but not limited to building facade, window, doorway, driveway, walkway, fence, wall, landscaped planter or area, sidewalk, curb, and gutter, and edge of street pavement on which dirt, litter, vegetation, garbage refuse, debris, flyers, or circulars have accumulated. OMC 8.24.020 (7) Violation Location:  Front  Side  Rear/Backyard
- Property on which a swimming pool, pond, stream, or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted. OMC 8.24.020 (8)

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## Property Maintenance (cont'd)

- Parking lots, driveways, paths, and other areas used or intended to be used for commercial and industrial business activities including, but not limited to, selling, manufacturing, processing, packaging, fabricating, treating, dismantling, processing, transferring, handling, transporting, storing, compounding, or assembling which are inadequately maintained and pose a risk of harm to public health or safety including, but not limited to, unpaved surfaces which generate fugitive dust and paved surfaces with cracks, potholes, or other breaks. OMC 8.24.020 (9)
- Property on which recyclable materials (goods, vehicles, machinery, appliances, product or article, new or used), are openly stored (not in an enclosed building). OMC 8.24.020 (10) **Violation Location:**  Front  Side  Rear/Backyard
- Property which is not securely fenced or adequately lighted to prevent illegal access and activity related to the dumping of garbage, waste, debris and litter. OMC 8.24.020 (11)

### Property which creates a dangerous condition (OMC 8.24.020 E)

- Property having a topography, geology, or configuration which, as a result of grading operations, erosion control, sedimentation control work, or other improvements to said property, causes erosion, subsidence, unstable soil conditions, or surface or subsurface drainage problems as to harm or pose a risk of harm to adjacent properties. OMC 8.24.020 (1)
- Property where any condition or object obscures the visibility of public street intersections to the public so as constitute a hazard including, but not limited to, landscaping, fencing, signs, posts, or equipment. OMC 8.24.020 (2)
- Conditions which due to their accessibility to the public pose a hazard including, but not limited to, unused and broken equipment, abandoned wells, shafts, or basements, hazardous or unprotected pools, ponds, or excavations structurally unsound fences or structures, machinery which is inadequately secured or protected, lumber, trash, fences or debris that may pose a hazard to the public, storage of chemicals, gas, oil, or toxic or flammable liquids OMC 8.24.020 (3)

### Parking, Storage or Maintenance of Areas Zoned for Residential Use (OMC 8.24.020 F)

- Any construction or commercial equipment, machinery, material, truck or tractor or trailer or other vehicle have a weight exceeding 7,000 pounds, or recyclable materials, except that such items may be temporarily kept within or upon residential property for the time required for the construction of installation of improvements or facilities on the property. OMC 8.24.020 (1) **Violation Location:**  Front  Side  Rear/Backyard
- Trailers, campers, recreational vehicles, boats, and other mobile equipment for a period of time in excess of 72 consecutive hours in front or side yard area. OMC 8.24.020 (2) **Violation Location:**  Front  Side  Rear/Backyard
- Any parking, keeping or storing of items in the side or rear yard areas shall be either in an accessory building constructed in accordance with the provisions of this code or in an area which provides for a 5-foot setback from any property line. OMC 8.24.020 (2a) **Violation Location:**  Front  Side  Rear/Backyard
- 1500 sq. feet or at least 60 percent of the remaining rear yard, whichever is less, must be maintained as usable outdoor recreational space. 8.24.020 (2b)
- No item shall be parked, stored or kept within 5 feet of any required exit, including existing windows. OMC 8.24.020 F. (2c)
- Any motor vehicle which has been wrecked, dismantled or disassembled, or any part thereof, or any motor vehicle which is disabled or which may not be operated because of the need for repairs or for any other reason for a period of time in excess of 72 hours. OMC 8.24.020 (3) **Violation Location:**  Front  Side  Rear/Backyard
- Any refrigerator, washing machine, sink, stove, heater, boiler, tank or any other household equipment, machinery, furniture, or other than furniture designed for outdoor activities, appliances, or any parts of any of the listed items for a period of time in excess of 72 hours. OMC 8.24.020 (4) **Violation Location:**  Front  Side  Rear/Backyard
- Storing or keeping packing boxes, lumber, dirt and other debris, except a allowed by this code for the purpose or construction, in any setback areas visible from public property or neighboring properties for a period of time in excess of 72 hours. OMC 8.24.020 (5) **Violation Location:**  Front  Side  Rear/Backyard
- No item covered by this section shall be parked, stored, or kept between the front lot line and the front wall of the facility, including the projection of the front wall across the residential property lot line, except where such item is located in an approved driveway or approved parking space. OMC 8.24.020 (6) **Violation Location:**  Front  Side  Rear/Backyard

### Activities Prohibited in Areas Zoned for Residential Uses (OMC 8.24.020 G)

- Wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning or servicing, in any setback area of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture or other personal property. OMC 8.24.020 (1)
- Any owner, leasee or occupant of residential property may repair, wash, clean or service any personal property which is owned, leased or rented by such owner, lease or occupant of such property. Any such repairing or servicing performed in any such areas shall be completed within a 72 hours period. OMC 8.24.020 (1a)
- A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property. OMC 8.24.020 (1b)
- A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard which is a legal nonconforming use. OMC 8.24.020 (2c)



- The use of any trailer, camper, recreational vehicle or motor vehicle for living or sleeping quarters in any place in the city, outside of a lawfully operated mobile home park or travel trailer park OMC 8.24.020 (2)
- Guests occupying a trailer, camper, or recreational vehicle upon a residential premise exceeding 72 hours. OMC 8.24.020 (2a)
- Trailer, camper, or recreational vehicles shall not discharge any waste or sewage into the city's sewage system except through the residential discharge connection of the residential premises on which it is parked. OMC 8.24.020 (2b)

**Permit Requirement OMC 8.24.020 (H)**

- Any use of property which does not have all required permits pursuant to city codes or where such permits have expired or been revoked.

**General Conditions (OMC 8.24.020 I)**

- Any condition which is detrimental to the public health, safety or general welfare or which constitutes a public nuisance. OMC 8.24.020 (1)
- Any condition of deterioration or disrepair which substantially impacts on the aesthetic or economic value of neighboring properties OMC 8.24.020 (2)

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 RENT ADJUSTMENT PROGRAM  
 OAKLAND

City of Oakland Rent Adjustment Program

Owner Response

Case **T18-0311**  
 Property Address **1791 28th Avenue**

Party	Name	Address	Mailing Address
Tenant	Maria & Luis Cervantes (510) 927-1332	1791 28th Avenue Oakland, CA 94601	
Owner	May & Grant Fong 650-757-2988	358 Cerro Court Daly City, CA 94015	

**Business Information**

Date of which you aquired the building	1-30-2015
Total Number of Units	6
Is there more than one street address on the parcel?	No
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No

**Rent History**

The tenant moved into the rental unit on	8-24-2017
Initial monthly rent	1233
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	8-24-2017
Is the tenant current on the rent?	No

**Exemption**

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions:	No
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 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2018 NOV 13 AM 8:46



## City of Oakland Rent Adjustment Program

## Owner Response

Case T18-0311  
Property Address 1791 28th Avenue

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The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance. No

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

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

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction. No

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution. No

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year. No

City of Oakland

2 / 2

Received 600 8/21/17

OAKLAND RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Mav Fong Apartment Number 1791  
Tenant(s)/Lessee: Maria Amezcua Arce  
Tenant(s)/Lessee: Luis Cervantes, Jovani Ayala Amezcua  
Apartment Number: 1791  
Apartment Address: 1791-28th Avenue  
City: Oakland, State Ca, Zip 94601  
Monthly Rental Rate: \$1700 <sup>\$1,233</sup> <sub>Arif</sub> This agreement shall commence on 9/1/17 and continue: (check one below)  
Rental Due Date: 1st of month <sup>3 months</sup>  Month to Month Agreement  
Security Deposit: \$3500 <sup>200</sup> <sub>them</sub> <sup>1400</sup> <sub>M.A.</sub>  8/30/18 at which time thereafter shall become a month to month tenancy. If Tenant should move from premises prior to the expiration date, he shall be liable for all the rent due until such time the apartment is occupied by Landlord-approved resident and/or expiration of said time period, whichever is shorter.  
Late Charge: \$75 if not paid by 3rd  
Parking Space: 1  
Storage Space: 0

\$1400 from 12/1/17 M.A

- 1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days request of OWNER.
- 2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$ 1233 and a Security Deposit of \$ 2000 for a total payment of \$ 3433 <sup>per month</sup> <sub>must pay by 9/1/17</sub>. All payments are to be made payable to: Mav Fong and delivered to 358 Cerro Court, Daly City California, Telephone Number 415-812-9908 who is usually available on the following days: Every day during the following hours: 9am-5pm.
- 3. LATE CHARGE/FEE: The late charge amount noted above, not to exceed 6% of the monthly rent, shall be added to any payment of rent not made on the rental due date or for which a deficient (bounced) check shall have been given. Tenant shall be liable for \$25 each time a check is returned to OWNER because the check was dishonored. A fee of \$50.00 will be incurred each time the OWNER is required to serve a 3-Day Notice to Pay the Rent due to the Tenant's failure to pay rent on the day rent is due.
- 4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.
- 5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except garbage.
- 6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period maybe extended by local Rent Control Laws): Oakland. RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent, whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.
- 7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER, Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 3,000 shall be required along with the signing of OWNER'S "PET AGREEMENT."
- 8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.
- 9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.
- 10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
- 11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
- 12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall

Can Also Deposit to Bank of America Acct

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be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

**13. MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pills, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

**14. SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.

**15. HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

**16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

**17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

**18. POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

**19. INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

**20. RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

**21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

**22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

**23. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

**24. ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.

**25. ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

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

**OWNER/AGENT DISCLOSURE (Initial)**

ME OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and OK RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.



30. ADDITIONS AND EXCEPTIONS: TENANT is responsible for all repairs and replacements of all appliances including refrigerator, stove, and microwave.

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

Person or Entity Authorized to Receive Payment of Rent:

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

32. INVENTORY: The Apartment contains the following items for use by RESIDENT: stove, refrigerator

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. Proposition 65 Notice: Warning: Some areas may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

34. Notice is hereby given of the existence of the Residential Rent Arbitration Board (RRAB) and the Rent Arbitration Program of the City of Oakland, the office of which is located at 250 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA, 94612, phone number (510) 238-3721. The Rent Arbitration Program (Oakland Municipal Code, Chapter 8.22) lease addendum is attached to this lease and acknowledged in number 35 below as a lease addendum notifying tenants of the Notice to Tenants regarding Oakland's Rent Adjustment Program). In the event that Owner/Agent elects not to implement an annual rent adjustment, the Owner/agent hereby advises Tenant that Owner/agent elects to bank any such rent adjustment to future year(s) pursuant to the provisions of the Oakland Rent Arbitration Ordinance.

Note: Tenant and Landlord has adopted, and agree to comply with Measure EE "Just Cause Eviction" Ordinance for the City of Oakland, CA, which requires landlords of specified residential properties, the right to evict a tenant only for reasons specified in the measure, such as non-payment of rent, breach of lease, damaging premises, drug or other illegal activity, disorderly conduct, rehabilitation of unit, landlord or relative occupancy, except in certain circumstances where the tenant is disabled, elderly or catastrophically ill. Further, the ordinance provides for damages, penalties and attorneys' fees against landlords who violate this law. Should Tenant violate any portion of the ordinance, Landlord may exercise his/her right to evict tenant for damages, penalties and attorneys' fees.

35. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> House Rules   | <input type="checkbox"/> Pet Agreement             | <input type="checkbox"/> Garage Door Opener _____  |
| <input checked="" type="checkbox"/> Laundry Rules | <input type="checkbox"/> Pool Rules                | <input checked="" type="checkbox"/> Notice to Tenants: Oakland's Rent Adjustment Program |
| <input checked="" type="checkbox"/> Mailbox Keys  | <input checked="" type="checkbox"/> Apartment Keys | <input checked="" type="checkbox"/> Information About Bed Bugs Sheet                     |

36. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

37. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

38. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (\_\_\_\_\_) RESIDENT'S initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(None) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: Spanish

Jovani Ayala \_\_\_\_\_ Jovani Ayala \_\_\_\_\_ 08/24/17  
Printed Name of Interpreter Signature of Interpreter Date

Mav Fong \_\_\_\_\_ 8/24/17  
Owner/Agent Date  
\_\_\_\_\_  
Owner/Agent Date  
\_\_\_\_\_  
Owner/Agent Date

Maria Amezcua 8-24-17  
Resident Date  
Luis Cruzant  
Resident Date  
Jovani Ayala 8-24-17  
Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
• Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
• Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
• Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
• The owner [ ] is [X] is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was 1791.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on 8-24-17 (Date)

Maria Amezcua (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



P.O. BOX 70243, OAKLAND, CA 94612-2043  
 Departamento de Desarrollo Comunitario y Vivienda  
 Programa de Ajustes en el Alquiler

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

**AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL**

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, aducará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario  tiene  no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de 2016.

**INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES**

- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en la Vivienda \_\_\_\_\_, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY o **NO HAY** un área designada al aire libre para fumar. Se encuentra en \_\_\_\_\_.

Recibí una copia de este aviso el 8-24-17 Maria Amezcua  
(Fecha) (Firma del inquilino)

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

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

**PROOF OF SERVICE**  
**Case Number T18-0311**

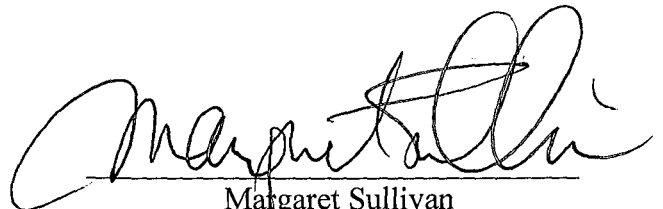
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California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

Today, I served the attached **PROPERTY OWNER RESPONSE in the above-referenced case** 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, 5<sup>th</sup> Floor, Oakland, California, addressed to:

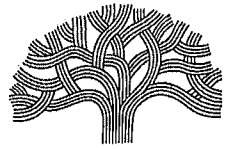
Maria Amezcua and Luis Ayala Cervantes  
1791 28<sup>th</sup> Ave.  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 4, 2018** in Oakland, California.

  
Margaret Sullivan  
Oakland Rent Adjustment Program

**000220**



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

Housing and Community Development  
Department Rent Adjustment Program

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

## HEARING DECISION

**CASE NUMBER:** T18-0311 Cervantes v. Fong  
**PROPERTY ADDRESS:** 1791 28<sup>th</sup> Avenue, Oakland, CA  
**DATE OF HEARING:** June 3, 2019  
**DATE OF DECISION:** October 3, 2019  
**APPEARANCES:** Xavier Johnson, Attorney for Tenant  
Luis Ayala Cervantes, Tenant  
Maria Amezquita, Tenant  
Abigail Romero, Interpreter  
May Fong, Owner

### SUMMARY OF DECISION

The tenant's petition is partly granted.

### CONTENTIONS OF THE PARTIES

On June 12, 2019, the tenant filed a petition contesting two (2) rent increases, and alleging that her housing services have decreased. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;
- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such as increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase;
- No written notice of Rent Program was given to me together with the notice of increases I am contesting;
- 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 increases;

- The increase I am contesting is the second increase in my rent in a 12-month period;
- 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;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response denying the allegations.

### THE ISSUES

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

### EVIDENCE

#### Rent History and RAP Notice

On her petition, the tenant stated that she moved into the subject unit in August of 2015, at an initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. On August 24, 2017, the tenant signed a written lease for the subject property effective September 1, 2017.<sup>1</sup> The lease states that the tenant's rent shall be \$1,233.00 for the first three (3) months and will increase to \$1,400.00 in December of 2017. The tenant testified that she paid \$1,233.00 in rent monthly for September, October, and November of 2017. In December of 2017, the tenant began paying \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00. The tenant testified that she began paying \$1,200.00 because she found out that she was paying more than other tenants in the building. The tenant is still paying \$1,200.00 in rent monthly.

The tenant further testified that the 2017 lease was negotiated in Spanish, with the tenant's minor son serving as an interpreter, but the tenant was only provided the written lease in English. The tenant also testified that she first received the RAP Notice on August 24, 2017, at the time she signed the lease.<sup>2</sup> The RAP Notice was provided to her in English and in Spanish. Finally, the tenant testified that she signed the 2017 lease under duress, because the owner told her that if she did not sign it, the owner would evict them because there were too many people living in the unit. The tenant testified that there are two (2) adults, and five (5) minor children living in the unit.

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<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 1

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized that the tenants did not have a lease for the property. She also found out that there were seven (7) people living in the unit. That is a fire hazard, so the owner told the tenant that she could only have three (3) people living in the unit. The owner also told the tenant her rent would be increased because there were so many people living in the unit. Finally, she testified that both parties came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017. The owner testified that the tenant has paid \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00.

### Decreased Housing Services

With the petition, the tenant submitted a list of decreased housing services. The parties testified as follows regarding the tenant's list of decreased housing services.

Electrical Wiring: The tenant testified that some of the electrical outlets were broken. Sparks came out if anything was plugged into the outlets. She first noticed this issue shortly after moving into the unit, in August of 2015. She complained about the electrical outlets to the maintenance worker, Mateo, on three or four occasions over the years but nothing was done. The City of Oakland Code Enforcement Services did an inspection of the unit on April 23, 2018, and issued a Notice of Violation on April 25, 2018.<sup>3</sup> The Notice of Violation cited a code violation for the electrical outlets in the living room and bathroom. In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.<sup>4</sup> The tenant testified that she has not had any issues with the outlets since July of 2018.

The owner testified that she did not receive notice of this issue until she received the Notice of Violation dated April 25, 2018. She never received a verbal or written complaint from the tenant. In response to the Notice of Violation, she completed the necessary repairs and the violation was abated as of July 2018.

Windows: The tenant testified that the windows in the bedroom do not open completely and the window in the living room is not installed properly. She noticed this issue when she first moved into the unit. She complained to Mateo, the maintenance worker, about this issue multiple times. The Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.<sup>5</sup> The tenant testified that she has not had any issues with the windows since July of 2018.

Mold in Bathroom: The tenant testified that there is mold in the bathroom, specifically around the sink and bathtub. She uses Clorox to clean the mold but it keeps

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<sup>3</sup> Exhibit 3

<sup>4</sup> Exhibit 3

<sup>5</sup> Exhibit 3

returning. She complained to Mateo about the mold when she first moved into the unit but nothing has been done. The tenant submitted photographs of the mold.<sup>6</sup>

The owner testified that she never received notice of the mold prior to the filing of the petition. Further, mold was not cited in the Notice of Violation dated April 25, 2018.<sup>7</sup>

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. The drawers get stuck because they do not fit properly into the cabinets. She complained to Mateo, the maintenance worker, about this issue approximately a year after moving into the unit. Mateo sanded the drawers but they still got stuck. The Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement records show that the violation was abated on July 6, 2018.<sup>8</sup>

Splitting of Utilities: The parties did not provide any testimony on this issue, therefore, this claim is dismissed.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Invalid Rent Increases

The Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Program and receive approval for the rent increase before the rent increase can be imposed<sup>9</sup>. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.<sup>10</sup>

In this case, the contested rent increases exceed the CPI Rent Adjustment and available banking. The owner failed to petition the Rent Program to receive approval for the rent increases built into the 2017 lease before imposing the increases on the tenants. Therefore, the contested rent increases are void and unenforceable as a matter of law. The monthly rent remains \$945.00, the rent amount prior to the rent increases imposed in the 2017 lease. Since the tenants have paid a portion of the rent increases, they are owed restitution for rent overpayments as outlined in the Table below.

Although the tenant acknowledged receiving the RAP Notice in August of 2017, the timeliness requirements outlined in the RAP Notice only apply to rent increases based on the CPI, banking, or other claims such as decreased housing services, code violations etc. The timeliness requirements do not apply to rent increases that are void and unenforceable as a matter of law.

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<sup>6</sup> Exhibit 4

<sup>7</sup> Exhibit 3

<sup>8</sup> Exhibit 3

<sup>9</sup> O.M.C. §8.22.065(A)

<sup>10</sup> O.M.C. §8.22.065(A)



### Timeliness of Decreased Housing Service Claims

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:
  - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
  - ii. The date the tenant first receives the RAP Notice.
- b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.<sup>11</sup>

Therefore, the tenant's restitution for any decreased housing services shall be limited to March of 2018, ninety (90) days before the petition filing date of June 12, 2018.

### Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>12</sup> and may be corrected by a rent adjustment.<sup>13</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

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

Electrical Wiring: The tenant testified credibly that some of the electrical outlets were broken and she notified Mateo, the maintenance worker, about this issue multiple times. Mateo is an agent of the owner, and therefore, notice of this issue is imputed onto the owner. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the electrical outlets in the living room and bathroom. Code Enforcement records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

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<sup>11</sup> O.M.C. Section 8.22.090(A)(3)

<sup>12</sup> O.M.C. Section 8.22.070(F)

<sup>13</sup> O.M.C. Section 8.22.110(E)

Windows: The tenant testified credibly that the windows in the bedroom do not open completely and she notified Mateo about this issue multiple times. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". Code Enforcement Records show that the violation was abated on July 6, 2018.<sup>14</sup>

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Mold in Bathroom: The tenant testified that she complained about mold in the bathroom to Mateo when she first moved into the unit. However, mold was not cited in the Notice of Violation dated April 25, 2018. The tenant has failed to sustain her burden of proof regarding the mold and compensation for this claim is denied.

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement Records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Electrical Outlets	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Windows	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Drawers	1-Mar-18	1-Jul-18	\$945	1%	\$ 9.45	5	\$ 47.25
<b>TOTAL LOST SERVICES</b>							<b>\$ 236.25</b>

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-17	1-Nov-17	\$1,233	\$945	\$ 288.00	3	\$ 864.00
1-Dec-17	1-Oct-19	\$1,200	\$945	\$ 255.00	23	\$ 5,865.00
<b>TOTAL OVERPAID RENT</b>						<b>\$ 6,729.00</b>

<sup>14</sup> Exhibit 3

**RESTITUTION**

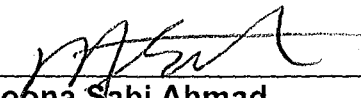
		MONTHLY RENT	\$945
		TOTAL TO BE REPAYED TO TENANT	\$ 6,965.25
		TOTAL AS PERCENT OF MONTHLY RENT	737%
AMORTIZED OVER		MO. BY REG. IS	
OR			
OVER	24	MONTHS BY HRG. OFFICER IS	\$ 290.22

**ORDER**

1. Petition T18-0311 is partly granted.
2. The 2017 rent increases are invalid. The tenant's base rent remains \$945.00.
3. The tenant is entitled to restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The restitution shall be amortized over twenty-four (24) months. The tenant's rent from November 2019 to October 2021 is \$654.78. In November of 2021, the tenant's rent will revert to the base rent of \$945.00.
4. The remaining claims of decreased housing services are denied.

**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: October 3, 2019

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

**PROOF OF SERVICE**

**Case Number T18-0311**

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**

May & Grant Fong  
358 Cerro Court  
Daly City, CA 94015

**Tenant**

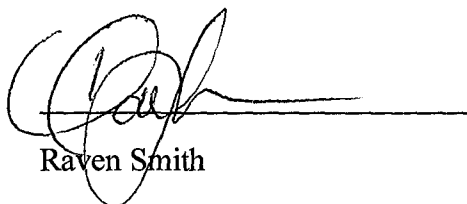
Maria & Luis Cervantes  
1791 28th Avenue  
Oakland, CA 94601

**Tenant Representative**

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

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

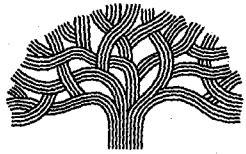
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 03, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

**000228**



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

2019 OCT -9 AM 11:45

**APPEAL**

<b>Appellant's Name</b> May Fong		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 1791-28th Avenue, Oakland, Ca 94601			
<b>Appellant's Mailing Address (For receipt of notices)</b> 358 Cerro Court, Daly City, Ca 94015		<b>Case Number</b> T18-0311	
		<b>Date of Decision appealed</b> October 3, 2019	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

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

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: 32.

\*Please listen to only the section of testimony on the audio day of hearing.

- 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 October 8, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Luis Cervantes AND Maria Amezquita
<b>Address</b>	1791-28th Avenue
<b>City, State Zip</b>	Oakland, Ca 94601
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	10/8/19
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

## T18-0311 APPEAL EXPLANATION

- 1) The hearing officer calculated the rent incorrectly. The rent for tenants Cervantes and Amerzquita was \$1400 as per signed lease in **Exhibit A**. The application for habitability issues is also incorrect. The electrical issues was due to the tenants' overloading the circuits with expansive outlets with overloading appliances. Please see attached **Exhibit B**. This caused shortages and dangerous circumstances and is due to the overcrowding of the unit 1 bedroom unit. The hearing officer calculated the decreased housing from March 2018 to July 2018. She has to put into account that the Owner was not made aware of any problems until receiving notice regarding the issues from code enforcement in or about May 2, 2018. Owners are allotted a reasonable time period to make repairs. Electrical and cabinets were repaired on May 8 2018. Window Repairs were completed June 1, 2018 due to ordering of windows. Please see attached receipts and email with the Code Enforcement Inspector. Please see attached **Exhibit C**. **The hearing officer did not adhere to the decrease housing clause.** [an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted] These were all repaired within a reasonable time period which is exactly a day after receiving notice repairs had been made with exception of the windows that needed special ordering; therefore, there should be no compensation for decreased housing. The issues were abated in July only because the inspection for the unit was scheduled for July.
- 2) d) The decision violates Ca state law 2007 California Civil Code Article 2. Rental Agreement CA Codes (civ:798.15-798.23.5) CIVIL CODE SECTION 798.15-798.23.5. Tenant Luis Cervantes AND Maria Amezquita attempts to claim they should takeover the rent amount set at the original tenant lease. Nazana Nevarez was the original tenant that signed a valid lease with previous landlord on May 30, 2012. Please see attached **Exhibit D**. Owner May Fong purchased property January 30, 2015 and sent notices to existing tenants of new ownership information along with RAP information to the original authorized tenant. Please see attached **Exhibit E**.

Nazana Nevarez subletted the unit to Luis Cervantes and Maria Amezquita without my approval or consent which is a breach of lease terms. Please see highlighted section regarding Subletting. It states the following:

[Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owners rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of

this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.]

Owner May Fong was totally unaware that Luis Cervantes and Maria Amezcuita were illegal subtenants that moved into premises without authorization until the text sent by Luis Cervantes 8/18/17 as stated at the hearing. Please see attached **Exhibit F**. Original tenants were given proper notices with RAP notices. Please see attached **Exhibit E**.

When Owner was made aware of the Cervantes and Amezcuita were illegal subtenants, Owner was to evict them based on violation of lease and unauthorized subtenants. Tenants begged owner to stay. With heart, On August 24, 2017, Owner decided to allow tenant to stay and have tenants fill out an application and sign new lease as per original lease **ONLY** based on 3 persons residing in Premises and abide by stipulation in the original lease that the **rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises**. Tenants Cervantes and Amezcuita professed on multiple occasions they only had 3 in their family. Owner would never have signed a new lease with 7 living in a 1 bedroom unit because it is an unsafe and unhealthy environment.

Per original lease, Original Tenant(s) moved out of Premises and Cervantes and Amezcuita had become the new tenant, the lease sign and agreed by both parties raised to market rate at \$1400 per month is valid according to the California state law. Please see attached **Exhibit D**.

2.e. The decision is not supported by substantial evidence. The **Preponderance** of evidence is upon the Petitioner to not give testimony but present factual supported documented evidence. All of the tenants' claim has not been supported with any documents and the evidence the hearing officer claims is not accurate. The hearing officer claimed the tenant did not receive the RAP until we signed a new lease which is correct. However, she neglected to acknowledge all the RAP notices Owner sent was to the original tenant Nanzania. Tenants Cervantes and Amezcuita would not be sent these notices. Please see attached **Exhibit F**.

The hearing officer did not take into account that tenants Cervantes and Amezcuita were unauthorized subtenants until the new lease was signed. I emphasize they were not the authorized master tenants. Any rent payments the Petitioner claims was directly deposited in Owners account without disclosing to the Owner the rent payments were from anyone but the master tenants owners. Rent payments were also deposited in owners account with either cash or bank transfer masking who is depositing the rent. Please see **Exhibit G**. As evidenced in the application and lease signed and dated August 24, 2017. Please see attached **Exhibit A**. This is the Petitioner's



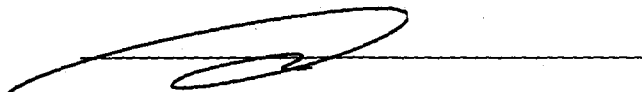
only and original lease as new tenants at the new marker rate of \$1400 (market value is \$1800). The attached stated the terms of lease as per California law and was based on the tenant's misrepresentation of facts regarding their claim was only 3 persons in the unit.

The hearing officer incorrectly claims that Owner testified "told the tenant her rent would be increased because there were so many people living in the unit." This is TOTALLY UNTRUE. Please listen to audio. Owner never made any claims of raising the rent due to the amount of people in unit. The rent was raised to market value as allowed by law when the original tenant vacates premises which happened. It is a fact I stated only 3 tenants can reside in the Premises and the tenant misrepresented themselves. Owner did indicate and firmly believe 7 in a 300 sleeping space is unsafe and hazardous but never claimed the rent is raised due to the amount of people that would be living there.

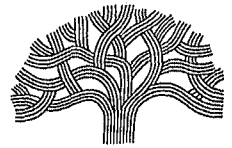
Tenants Cervantes and Amezquita were unauthorized subtenants and as per original lease in **Exhibit D**, the rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises as well as State and local laws.

h) The hearing officer did not adhere to the State or local laws. There was no 2017 rent increase as the hearing officer claims. This was a new lease to the new tenants of the unit. Prior to that they were unauthorized subtenants that never made me aware of their unauthorized residency until August 2017. Contracts matter and it is unjust to reward tenants who move into units without written authorization. Owners have the right to choose their tenants and charge market rent to new tenants once authorized. Tenants Cervantes and Amezquita deceived the Owner by moving into Premises without authorization and then misrepresenting themselves in order to avoid eviction and to obtain a new lease. This is not legally adhering to the laws.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 08, 2019 in Oakland, CA.



May Fong, Owner



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

Housing and Community Development  
Department Rent Adjustment Program

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

## CORRECTED HEARING DECISION

**CASE NUMBER:** T18-0311 Cervantes v. Fong  
**PROPERTY ADDRESS:** 1791 28<sup>th</sup> Avenue, Oakland, CA  
**DATE OF HEARING:** June 3, 2019  
**DATE OF CORRECTED DECISION:** October 16, 2019  
**APPEARANCES:** Xavier Johnson, Attorney for Tenant  
Luis Ayala Cervantes, Tenant  
Maria Amezquita, Tenant  
Abigail Romero, Interpreter  
May Fong, Owner

### REASON FOR CORRECTED DECISION

On October 3, 2019, a Hearing Decision was mailed to all parties. On page 3 of that Hearing Decision, it stated "The owner also told the tenant her rent would be increased because there were so many people living in the unit." After reviewing the audio recording of the Hearing, that sentence has been removed. Other than the removal of that sentence from page 3, the Hearing Decision remains the same.

This CORRECTED HEARING DECISION does not set a new appeal period.

### SUMMARY OF DECISION

The tenant's petition is partly granted.

### CONTENTIONS OF THE PARTIES

On June 12, 2019, the tenant filed a petition contesting two (2) rent increases, and alleging that her housing services have decreased. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;

- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such as increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase;
- No written notice of Rent Program was given to me together with the notice of increases I am contesting;
- 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 increases;
- The increase I am contesting is the second increase in my rent in a 12-month period;
- 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;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response denying the allegations.

### THE ISSUES

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

### EVIDENCE

#### Rent History and RAP Notice

On her petition, the tenant stated that she moved into the subject unit in August of 2015, at an initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. On August 24, 2017, the tenant signed a written lease for the subject property effective September 1, 2017.<sup>1</sup> The lease states that the tenant's rent shall be \$1,233.00 for the first three (3) months and will increase to \$1,400.00 in December of 2017. The tenant testified that she paid \$1,233.00 in rent monthly for September, October, and November of 2017. In December of 2017, the tenant began paying \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00. The tenant testified that she began paying \$1,200.00 because she found out that she was

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<sup>1</sup> Exhibit 1

paying more than other tenants in the building. The tenant is still paying \$1,200.00 in rent monthly.

The tenant further testified that the 2017 lease was negotiated in Spanish, with the tenant's minor son serving as an interpreter, but the tenant was only provided the written lease in English. The tenant also testified that she first received the RAP Notice on August 24, 2017, at the time she signed the lease.<sup>2</sup> The RAP Notice was provided to her in English and in Spanish. Finally, the tenant testified that she signed the 2017 lease under duress, because the owner told her that if she did not sign it, the owner would evict them because there were too many people living in the unit. The tenant testified that there are two (2) adults, and five (5) minor children living in the unit.

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized that the tenants did not have a lease for the property. She also found out that there were seven (7) people living in the unit. That is a fire hazard, so the owner told the tenant that she could only have three (3) people living in the unit. Finally, she testified that both parties came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017. The owner testified that the tenant has paid \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00.

#### Decreased Housing Services

With the petition, the tenant submitted a list of decreased housing services. The parties testified as follows regarding the tenant's list of decreased housing services.

Electrical Wiring: The tenant testified that some of the electrical outlets were broken. Sparks came out if anything was plugged into the outlets. She first noticed this issue shortly after moving into the unit, in August of 2015. She complained about the electrical outlets to the maintenance worker, Mateo, on three or four occasions over the years but nothing was done. The City of Oakland Code Enforcement Services did an inspection of the unit on April 23, 2018, and issued a Notice of Violation on April 25, 2018.<sup>3</sup> The Notice of Violation cited a code violation for the electrical outlets in the living room and bathroom. In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.<sup>4</sup> The tenant testified that she has not had any issues with the outlets since July of 2018.

The owner testified that she did not receive notice of this issue until she received the Notice of Violation dated April 25, 2018. She never received a verbal or written complaint from the tenant. In response to the Notice of Violation, she completed the necessary repairs and the violation was abated as of July 2018.

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<sup>2</sup> Exhibit 1

<sup>3</sup> Exhibit 3

<sup>4</sup> Exhibit 3

Windows: The tenant testified that the windows in the bedroom do not open completely and the window in the living room is not installed properly. She noticed this issue when she first moved into the unit. She complained to Mateo, the maintenance worker, about this issue multiple times. The Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.<sup>5</sup> The tenant testified that she has not had any issues with the windows since July of 2018.

Mold in Bathroom: The tenant testified that there is mold in the bathroom, specifically around the sink and bathtub. She uses Clorox to clean the mold but it keeps returning. She complained to Mateo about the mold when she first moved into the unit but nothing has been done. The tenant submitted photographs of the mold.<sup>6</sup>

The owner testified that she never received notice of the mold prior to the filing of the petition. Further, mold was not cited in the Notice of Violation dated April 25, 2018.<sup>7</sup>

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. The drawers get stuck because they do not fit properly into the cabinets. She complained to Mateo, the maintenance worker, about this issue approximately a year after moving into the unit. Mateo sanded the drawers but they still got stuck. The Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement records show that the violation was abated on July 6, 2018.<sup>8</sup>

Splitting of Utilities: The parties did not provide any testimony on this issue; therefore, this claim is dismissed.

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

### **Invalid Rent Increases**

The Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Program and receive approval for the rent increase before the rent increase can be imposed<sup>9</sup>. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.<sup>10</sup>

In this case, the contested rent increases exceed the CPI Rent Adjustment and available banking. The owner failed to petition the Rent Program to receive approval for

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<sup>5</sup> Exhibit 3

<sup>6</sup> Exhibit 4

<sup>7</sup> Exhibit 3

<sup>8</sup> Exhibit 3

<sup>9</sup> O.M.C. §8.22.065(A)

<sup>10</sup> O.M.C. §8.22.065(A)

the rent increases built into the 2017 lease before imposing the increases on the tenants. Therefore, the contested rent increases are void and unenforceable as a matter of law. The monthly rent remains \$945.00, the rent amount prior to the rent increases imposed in the 2017 lease. Since the tenants have paid a portion of the rent increases, they are owed restitution for rent overpayments as outlined in the Table below.

Although the tenant acknowledged receiving the RAP Notice in August of 2017, the timeliness requirements outlined in the RAP Notice only apply to rent increases based on the CPI, banking, or other claims such as decreased housing services, code violations etc. The timeliness requirements do not apply to rent increases that are void and unenforceable as a matter of law.

### Timeliness of Decreased Housing Service Claims

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:
  - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
  - ii. The date the tenant first receives the RAP Notice.
- b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.<sup>11</sup>

Therefore, the tenant's restitution for any decreased housing services shall be limited to March of 2018, ninety (90) days before the petition filing date of June 12, 2018.

### Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>12</sup> and may be corrected by a rent adjustment.<sup>13</sup> However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

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<sup>11</sup> O.M.C. Section 8.22.090(A)(3)

<sup>12</sup> O.M.C. Section 8.22.070(F)

<sup>13</sup> O.M.C. Section 8.22.110(E)

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

Electrical Wiring: The tenant testified credibly that some of the electrical outlets were broken and she notified Mateo, the maintenance worker, about this issue multiple times. Mateo is an agent of the owner, and therefore, notice of this issue is imputed onto the owner. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the electrical outlets in the living room and bathroom. Code Enforcement records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Windows: The tenant testified credibly that the windows in the bedroom do not open completely and she notified Mateo about this issue multiple times. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly", Code Enforcement Records show that the violation was abated on July 6, 2018.<sup>14</sup>

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Mold in Bathroom: The tenant testified that she complained about mold in the bathroom to Mateo when she first moved into the unit. However, mold was not cited in the Notice of Violation dated April 25, 2018. The tenant has failed to sustain her burden of proof regarding the mold and compensation for this claim is denied.

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement Records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

---

<sup>14</sup> Exhibit 3

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Electrical Outlets	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Windows	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Drawers	1-Mar-18	1-Jul-18	\$945	1%	\$ 9.45	5	\$ 47.25
<b>TOTAL LOST SERVICES</b>							<b>\$ 236.25</b>

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-17	1-Nov-17	\$1,233	\$945	\$ 288.00	3	\$ 864.00
1-Dec-17	1-Oct-19	\$1,200	\$945	\$ 255.00	23	\$ 5,865.00
<b>TOTAL OVERPAID RENT</b>						<b>\$ 6,729.00</b>

**RESTITUTION**

MONTHLY RENT		\$945
TOTAL TO BE REPAYED TO TENANT		\$ 6,965.25
TOTAL AS PERCENT OF MONTHLY RENT		737%
AMORTIZED OVER MO. BY REG. IS		
OR		
OVER 24	MONTHS BY HRG. OFFICER IS	\$ 290.22

**ORDER**

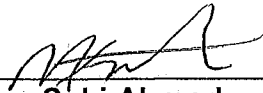
- Petition T18-0311 is partly granted.
- The 2017 rent increases are invalid. The tenant's base rent remains \$945.00.
- The tenant is entitled to restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The restitution shall be amortized over twenty-four (24) months. The tenant's rent from November 2019 to October 2021 is \$654.78. In November of 2021, the tenant's rent will revert to the base rent of \$945.00.
- The remaining claims of decreased housing services are denied.

**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: October 16, 2019

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

**PROOF OF SERVICE**

**Case Number T18-0311**

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**

Corrected Hearing Decision

**Owner**

May & Grant Fong  
358 Cerro Court  
Daly City, CA 94015

**Tenant**

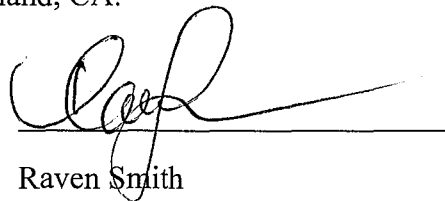
Maria & Luis Cervantes  
1791 28th Avenue  
Oakland, CA 94601

**Tenant Representative**

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

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 17, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

**000242**

# CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

## Housing, Residential Rent and Relocation Board (HRRRB)

### PANEL APPEAL DECISION

**CASE NUMBER:** T18-0311, Cervantes v. Fong  
**APPEAL HEARING:** January 16, 2020  
**PROPERTY ADDRESS:** 1791 28<sup>th</sup> Avenue  
Oakland, CA  
**APPEARANCES:** May Lee Fong Owner Appellant  
Xavier Johnson Tenant Appellee Representative

#### Procedural Background

On June 12, 2018, tenants Maria Amezcuita and Luis Ayala Cervantes filed a petition contesting rent increases and claiming code violations and decreased housing services. The contested rent increases included the following:

- 4/26/18-from \$1,200 to \$1,400
- 10/3/17-from \$945 to \$1,200
- 9/5/17-from \$945 to \$1,233

The decreased housing claims included (1) malfunctioning electrical wiring, (2) windows not closing or installed properly, (3) mold in the bathroom, (4) kitchen drawers do not open properly and (5) splitting of utilities.

Staff mailed a copy of the tenant petition and owner response form to the owners on August 17, 2018. The owners filed untimely Owner Responses on November 18, 2018, and November 27, 2018.

On October 3, 2019, the Hearing Officer issued a Hearing Decision, stating the owners filed a timely response to the tenant petition (Owner May Fong was permitted to participate in the hearing). The Decision noted that the tenant

testified that her rent was \$945 when she moved into the unit in August 2015 and that the owner testified that she realized in 2017 that the tenants did not have a lease. Regarding the decreased housing services claims, the Hearing Decision noted that the tenant testified that she complained to the building maintenance worker about the problems, that the City issued a Notice of Violation in April 2018 related to the electrical wiring, windows, and drawers, and that City records showed that the violations were abated in July 2018.

The Decision denied the rent increases in the 2017 lease (\$1,233 for the first three months, \$1,400 thereafter) on the grounds that the owners did not seek prior approval from the Rent Adjustment Program of increases more than CPI or banking, and stated that the tenants' base rent remains \$945.00. The Decision ordered restitution for rent overpayment and past decreased housing services in the amount of \$6,965.25 (\$6,729 for rent paid 9/1/17 to 11/1/17 and 12/1/17 to 10/1/19; \$236.25 for problems with electrical outlets, windows, and drawers, 3/1/18 to 7/1/18), amortized over 24 months. Finally, the Decision denied the remaining decreased housing services claims. The Decision did not address the Costa Hawkins issue of whether the 2017 lease constituted a new tenancy.

#### Grounds for Appeal

The owners filed an appeal on October 9, 2019, on the following grounds:

- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence;
- Other.

Specifically, the owner contends that:

- (1) The Hearing Officer calculated the rent incorrectly, which is \$1,400.00 per the signed lease, not \$945.00;
- (2) Regarding the decreased housing claim, the electrical outlet issue was caused by the tenants' overloading appliances and overcrowding of the 1 bedroom unit, the restitution period was incorrectly calculated from March 2018 to July 2018, and the owners were not advised of any problems until May 2018 and made repairs by June 1, 2018;
- (3) The Hearing Decision violates California Civil Code Section Article 2, Rental Agreement, §798.15-798.23.5. The original tenant was Nazana Nevarez, who sublet his unit to the tenant without the owner's prior written consent. The owner was unaware that Ms. Amezquita and Mr. Cervantes were illegal tenants until August 24, 2017. The owners agreed to allow them to stay upon signing of a new lease, based on 3 persons residing in the unit. The lease provides that the rent for the unit may be raised to market rates when the last original tenant moves

from the premises. The original tenant moved out and the owner raised the monthly rent to \$1,400.00;

- (4) The decision is not supported by substantial evidence because the tenants' claims are not supported with documents;
- (5) While the tenants did not receive the RAP notice until they signed the new lease, the RAP notice was sent to the original tenant. The owners also denied that they told the tenants that their rent would be increased because there were so many people living in the unit. On October 17, 2019, the Hearing Officer issued a Corrected Hearing Decision, removing the sentence on page 3 of the Hearing Decision stating "The owner also told the tenant her rent would be increased because there were so many people living in the unit."

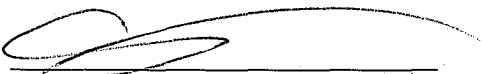
Appeal Decision

After questions to the parties and Board discussion, R. Stone moved to remand the Hearing Decision to the Hearing Officer to address when the tenancy commenced, and state the reasoning as to when the tenancy commenced, and restate the monthly base rent, disregarding any evidence presented on appeal. K. Sims seconded the motion.

The Board panel voted as follows:

Aye: R. Stone, K. Sims  
Nay: H. Flanery  
Abstain: 0

The motion carried.

  
\_\_\_\_\_  
CHANEE FRANKLIN MINOR  
BOARD DESIGNEE  
CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

3/9/20  
\_\_\_\_\_  
DATE

**PROOF OF SERVICE**

**Case Number T18-0311**

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.

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HRRRB Panel Appeal Decision

**Owner**

May & Grant Fong  
358 Cerro Court  
Daly City, CA 94015

**Tenant**

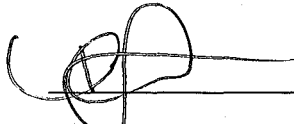
Maria & Luis Cervantes  
1791 28th Avenue  
Oakland, CA 94601

**Tenant Representative**

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

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 10, 2020** in Oakland, CA.



---

Raven Smith

Oakland Rent Adjustment Program

**000246**

Silveira, Ava

**From:** May Fong <mayfong@pacbell.net>  
**Sent:** Friday, January 24, 2020 9:53 AM  
**To:** Silveira, Ava  
**Subject:** Fw: Owner Response - Rent Adjust Program CASE T18-0311  
**Attachments:** ADDENDUM CASE CERVANTES.pdf

RECEIVED

JAN 24 2020

RENT ADJUSTMENT PROGRAM  
OAKLAND

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Hi Ava!

Here is another case I sent to Margaret this addendum and when I was at the hearing the hearing officer says they didn't receive it. This is what I told you about. Roberto told me this case was Margaret so I forwarded to her. I was very shocked when the hearing officer told me she didn't receive the addendum and then she wouldn't take what I had into consideration because she claims she didn't receive it in the file. In the past hearings especially I remember with Barbara Kong, the tenant's attorney would give the hearing officer paperwork at the hearing and it was taken into account.

This was a huge impact in my case and I will send you the originals for this case too because in appeal they would not take this in consideration claiming it was new evidence and was remanded back to the hearing officer. The tenant did not give any evidence yet the hearing officer only based her decision on tenant testimony and not on the evidence presented.

May

----- Forwarded Message -----

**From:** May Fong <mayfong@pacbell.net>  
**To:** Sullivan, Margaret <MSullivan@oaklandca.gov>  
**Sent:** Friday, November 16, 2018, 04:08:52 PM PST  
**Subject:** Re: Owner Response - Rent Adjust Program CASE T18-0311

Hi!

Can you add this addendum to this case?

May

**From:** "Costa, Robert" <RCosta@oaklandca.gov>  
**To:** May Fong <mayfong@pacbell.net>  
**Cc:** "Sullivan, Margaret" <MSullivan@oaklandca.gov>  
**Sent:** Tuesday, November 13, 2018 8:54 AM  
**Subject:** RE: Owner Response - Rent Adjust Program

Hi May:

We received your online response, I have printed and date stamped the document to be included in the file by the assigned Program Analyst, Margaret Sullivan.

I have forwarded your e-mail to Ms. Sullivan, her direct line is (510) 238-7387 if you have additional questions about this case.

Best,

**Roberto F. Costa**

City of Oakland Housing & Community Development Department

Rent Adjustment Program Analyst II

**Mailing Address:** Rent Adjustment Program / 250 Frank Ogawa Plaza, Suite 5313

Oakland, CA 94612

TEL. 510-238-2079 – Direct

TEL. 510-238-3721 – Main Number

FAX. 510-238-6181

Email: [RCosta@oaklandca.gov](mailto:RCosta@oaklandca.gov)

---

**From:** May Fong [mailto:[mayfong@pacbell.net](mailto:mayfong@pacbell.net)]

**Sent:** Monday, November 12, 2018 10:07 AM

**To:** Costa, Robert <[RCosta@oaklandca.gov](mailto:RCosta@oaklandca.gov)>

**Subject:** Fw: Owner Response - Rent Adjust Program

Hi Roberto!

Did you receive my lease attached to my online response?

May

----- Forwarded Message -----

**From:** City of Oakland - Applications <[oakapps@oaklandnet.com](mailto:oakapps@oaklandnet.com)>

**To:** [mayfong@pacbell.net](mailto:mayfong@pacbell.net)

**Sent:** Thursday, September 6, 2018 10:18 AM

**Subject:** Owner Response - Rent Adjust Program

Owner Response Submission Confirmation

**Thank you for submitting your response to case number T18-0311.**

**Your response number is 58.**

**A copy of your response will be added to the case file and a copy will be sent to the other party. Both parties may submit any further documentation up until 14 days before the assigned hearing date. Please pay close attention to your email and mail for further information regarding this case.**

**If at any point you would like to withdraw your petition, please submit a withdrawal form that can be found on the Rent Adjustment Program website. If you have any questions please contact RAP staff at Phone: (510) 238-3721.**



ADDENDUM T18-0311 CERVANTES

Please find attached original tenant lease showing prohibition of sublease. Tenant was unauthorized tenant. I've also attached texts to show the thread regarding the realization of Tenant's were the unauthorized tenants. Tenant committed fraud in obtaining lease claiming 3 occupants when there was actually 7.

### Rental Agreement (Month-to-Month)

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

#### Terms of Tenancy

DS [Signature] 12/29/2014

Owner Joseph S. Martinez

Agent for Rent & Notices Same as above (Name)

1814 28th Ave Oakland Ca. 94601 (Address)

510-326-1943 JSMGoldenHours@gmail.com (Phone & Email)

Tenants Nazania V. Nevaraz (Name) 11-25-77 (DOB)

Teresa Vazquez (Name) 5-17-95 (DOB)

Fernando Nevaraz (Name) 10-15-97 (DOB)

Cesar Nevaraz (Name) 6-29-04 (DOB)

(Name) (DOB)

Premises X 1791 28th Avenue, Oakland Ca 94601 (Address)

Rent \$ 895.00 per month payable in advance on the 1st day of each month.

Parking Parking space assigned yes Monthly charge \$ NA payable with monthly rent.

Storage Storage space assigned yes Monthly charge \$ NA payable with monthly rent.

- Rent Payments
- Electronic Funds Transfer (EFT)
  - Personal check
  - Cashier's check or money order
  - Cash

Security Deposit \$ 800.00

Late Charge \$ 53.70 if Owner does not receive rent in full within 5th days after the due date.

Returned Payment \$ 25.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on Dec 1, 2012 and ends on May 30, 2012 and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets NO Pets

Owner's Utilities Owner pays for Water & garbage

Tenant's Utilities Tenant pays for Gas & Electric

Appliances & Fixtures Owner provides stove & Refrigerator

#### General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page N.N (Tenant initials)

### Rental Agreement (Month-to-Month)

**Rent** Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.

**Late Payments** Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.

**Returned Payments** Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.

**Individual Liability** Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.

**Failure to Pay** As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.

**Security Deposit** Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary for: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.

**Subletting** Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

**Parking** The assigned parking space is for the exclusive use of the Tenant and may be used for the parking of motor vehicles only. No vehicle longer than 40 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.

Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

**Storage** Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page   NN   (Tenant Initials)

### Rental Agreement (Month-to-Month)

- Condition of Premises** Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
- Appliances and Fixtures** Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
- Pets** Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.
- Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manner. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.
- Trash** Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
- Owner's Access** California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
- Extended Absences** Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- Quiet Enjoyment** Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- Repairs and Alterations** Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.
- Financial Responsibility** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
- Water-filled Furniture** No waterbed or other item of water-filled furniture will be kept on the Premises.
- Smoke Detectors** The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.
- Termination** The tenancy may be terminated by Tenant by serving a 30-day written notice of termination upon Owner, and by Owner by serving a 30-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for less than one year, or by serving a 60-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for one year or longer. Any termination notice is subject to applicable local rent control ordinances and regulations. If the Premises are damaged by fire, flood, earthquake or any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

I have reviewed this page   N.N.   (Tenant Initials)

### Rental Agreement (Month-to-Month)

**Attorney Fees** In any action or legal proceeding, to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

**Megan's Law** Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

**Notices** Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

**Validity of Each Part** If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Captions and Headings** The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

**Application** Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

**Attachments** The following attachments are incorporated as part of this Agreement:  
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards  
 Move-In-Move-Out Checklist  
 Oakland Notice to Tenants  
 EPA booklet entitled "Protect Your Family from Lead in Your Home"

**Entire Agreement** This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Joseph Martinez 11-26-12  
 Owner or Agent Date

Tenant _____	Date _____	Tenant _____	Date _____
<u>Nazario Navarro</u>	11-28-12		
Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____

Receipt	
By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:	
Security Deposit:	\$ _____
Rent:	\$ _____ for the period _____ to _____
Other:	\$ _____ for _____
Total received:	\$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®  
[www.ebrha.com](http://www.ebrha.com)  
 Form Rental Agreement (Month-to-Month) © (06/11)



NOTICE TO TENANTS AT 28<sup>TH</sup> AVENUE

Dear Tenants,

I am writing in regards to the rules and maintenance of the building for 1783-28<sup>th</sup> Avenue. Thank you for those who have been doing their share in maintaining the cleanliness of the building and property including the carport, yard and garbage areas. Unfortunately, there seems to be some big problems we have been having with the garbage and some tenants have been throwing diapers down their windows to the back and sides of the building. I hope all tenants are aware that garbage that is thrown on the property and not put in the proper containers will cause huge rodent problems. According to the lease, each tenant has a responsibility to maintain the property. As a courtesy to all the other tenants, please do your share in keeping the property in good condition.

I want to clarify the rule that there is only 1 carport space per unit. If you have more than 1 car, you must not park it in any of the carport space or yard. Your car must be parked outside the gated area.

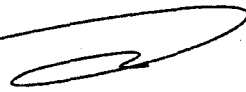
Since there seems to be some problems with the moving of the garbage container, I will be looking into having individual garbage cans where each tenant would be responsible for moving out their garbage container outside on garbage day. We have recycle bins. Please be sure to use these for recycling plastic, glass and paper. This will help the environment.

I will be slowly making repairs and improvement to the building to make the property more beautiful. Please do your part in helping to improve our building.

I will be meeting with each tenant to sign leases. I do want to remind all tenants to write down their unit address on the deposit slips when making your rent deposits so I can credit you correctly. Please find attached the RAP sheet as required by the Oakland rent board in regards to your tenant rights.

Thank you for your attention and cooperation.

Sincerely,



May Fong  
415-812-9908

000254

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983.
• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase").
• To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition.
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units.
• Oakland charges owners a Rent Program Service Fee per unit per year.
• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600).

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building.
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

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

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
Baân Thoâng Baùo quyeàn lòi cuà ngòðøi thueâ trong Oakland nàøy cuông còu baêng tieáng Vieät. Ñeã còu moät baùn sao, xin goii (510) 238-3721.

# THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Nazana Nevarez, Teresa Vazques, Fernando Nevarez and Cesar Nevarez, et al  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*

of the premises located at:

1791-28th Avenue, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
Oakland, CA 94601  
*(City) (Zip)*

You are hereby notified, in accordance with California Law, that 30 days after service upon you of this Notice, or  
8/1/16, whichever is later, your monthly rent which is payable in advance on or before the  
*(Date)*

1st day of each month, will be the sum of \$ 995, instead of \$ 945, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

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

6/30/16  
Date

*May Fong*  
Owner/Agent May Fong

## Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of June (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

- BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: San Francisco Date of Mailing: 6/30/16

- BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_
- BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;  
AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);  
AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 30th day of June (month), 2016 (year), in San Francisco (city), Ca (state).

May Fong  
Name of Declarant (Print)

\_\_\_\_\_  
(Signature of Declarant)



California Apartment Association Approved Form  
www.caanet.org  
Form 5.1-SV - Revised 12/14 - ©2014 - All Rights Reserved  
Page 1 of 1

Unauthorized Reproduction  
of Blank Forms is Illegal.





CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
You have a right to file a petition with the RAP to contest a rent increase...
To contest a rent increase, you must file a petition with the RAP within sixty (60) days...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...

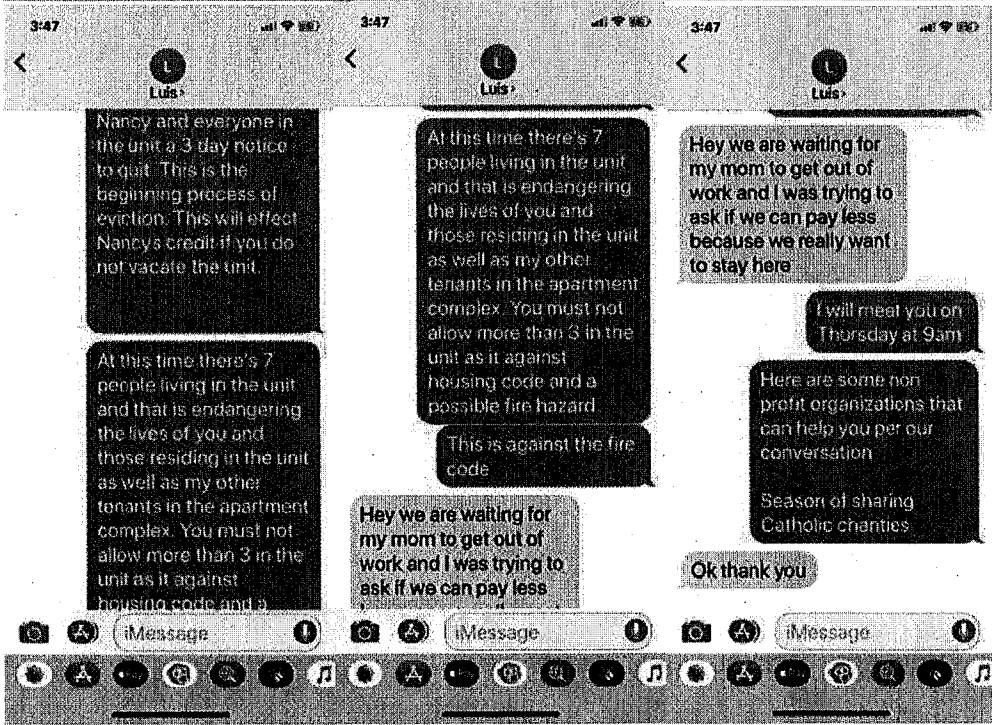
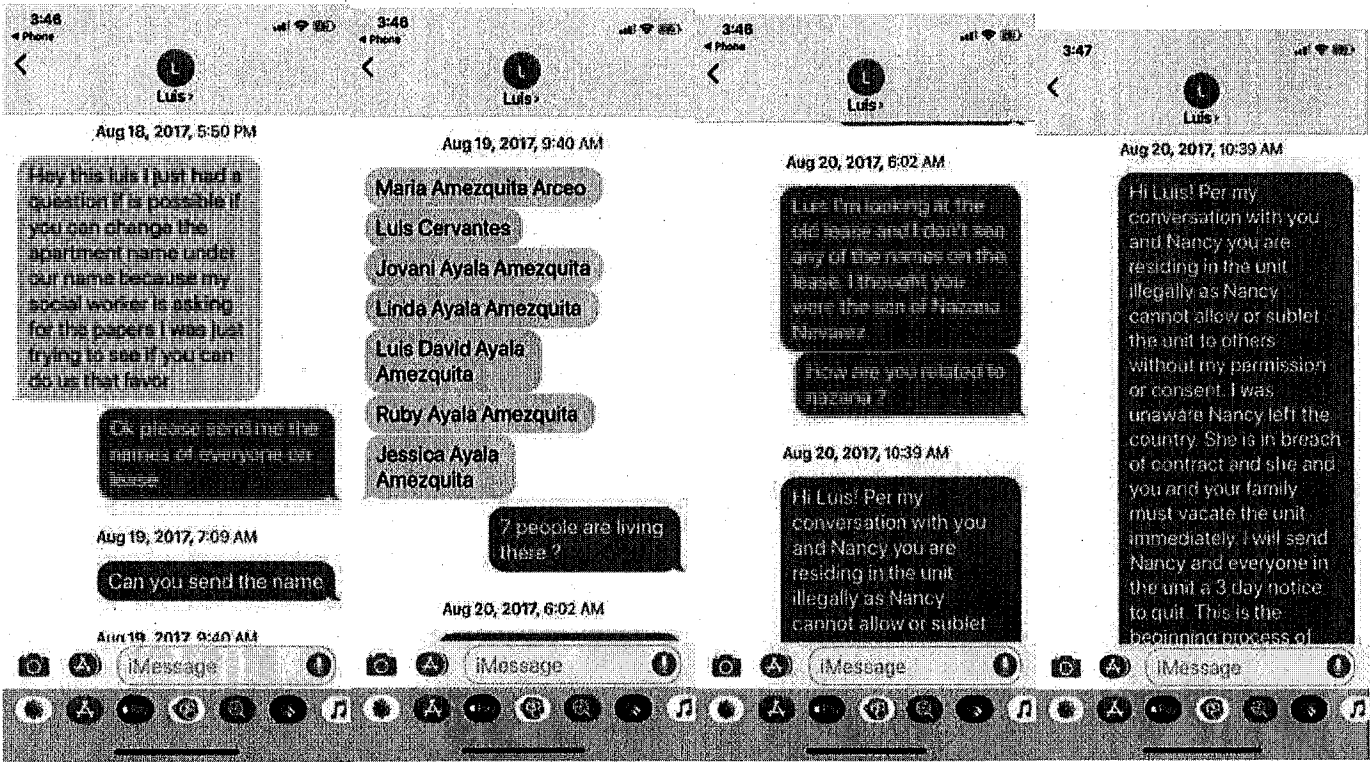
TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

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

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
Baùn Thoàng Baùo queyền lờii củuà ngồđøi thueà trong Oakland nàøy củong cồu bằng tieàng Vieät. Ñeà cồu mòat baùn sao, xin gồii (510) 238-3721.

TEXTS FROM LUIS 8/17/17 ESTABLISHED ILLEGALLY STAYING AT UNIT





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**Fong Investments: Account Activity Transaction Details**


---

**Post date:** 12/05/2018

**Amount:** 1,200.00

**Type:** Deposit

**Description:** CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 1603915720

**Merchant name:** CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 1603915720

**Transaction category:** Income: Deposits



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**Fong Investments: Account Activity Transaction Details**


---

**Post date:** 03/05/2018

**Amount:** 1,200.00

**Type:** Deposit

**Description:** CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 0511268718

**Merchant name:** CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 0511268718

**Transaction category:** Income: Deposits

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES

**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

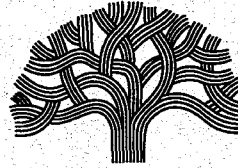
**ACCOUNT  
NUMBER**  
00205989

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**DBA** FONG GRANT W & MAY L

**BUSINESS LOCATION** 1783 28TH AVE  
OAKLAND, CA 94601-2453

**BUSINESS TYPE** M Rental- Apartment



**EXPIRATION DATE**  
12/31/2020



MAY FONG  
MAY FONG  
358 CERRO CT  
DALY CITY, CA 94015-4087

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

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

**RECEIVED**  
JAN 28 2020  
RENT ADJUSTMENT PROGRAM  
OAKLAND

000261

**RECEIVED**

ADDENDUM B - T18-0311 CERVANTES

JAN 28 2020

RENT ADJUSTMENT PROGRAM  
OAKLAND

I want to point out that I emailed the original lease on November 3, 2018 to Ms. Sullivan to show the Cervantes were illegal subtenants which I prohibited based on the lease. I brought this to the hearing and because the hearing officer did not find it in the file, she would not allow it to be considered in the case. As I mentioned, in past hearings, specifically I recall with hearing officer Barbara Kong, she had accepted evidence from Tenant attorneys presented at the hearing. The hearing officer abused her discretion by failing to consider the leases and applying unequal standards to my evidence of the original lease establishing the Tenants were unauthorized subtenants and failed to consider the mutually signed new lease. The Tenants failed to meet their burden of proof to establish their rent to be \$945 yet the hearing officer took only the tenant's testimony in regards to the rent amount.

I request the hearing officer to accept the original lease into evidence as proof the tenants were illegal subtenants which was prohibited. Cervantes was new tenants and under Costa Hawkins and Oakland Municipal code, Owner is able to set rent at market rent. Therefore, the hearing officer should find the rent is \$1400.

000262

**Fw: Owner Response - Rent Adjust Program CASE T18-0311**

From: May Fong (mayfong@pacbell.net)  
To: asilveira@oaklandca.gov  
Date: Friday, January 24, 2020, 09:53 AM PST

Hi Ava!

Here is another case I sent to Margaret this addendum and when I was at the hearing the hearing officer says they didn't receive it. This is what I told you about. Roberto told me this case was Margaret so I forwarded to her. I was very shocked when the hearing officer told me she didn't receive the addendum and then she wouldn't take what I had into consideration because she claims she didn't receive it in the file. In the past hearings especially I remember with Barbara Kong, the tenant's attorney would give the hearing officer paperwork at the hearing and it was taken into account.

This was a huge impact in my case and I will send you the originals for this case too because in appeal they would not take this in consideration claiming it was new evidence and was remanded back to the hearing officer. The tenant did not give any evidence yet the hearing officer only based her decision on tenant testimony and not on the evidence presented.

*May*

----- Forwarded Message -----

**From:** May Fong <mayfong@pacbell.net>  
**To:** Sullivan, Margaret <MSullivan@oaklandca.gov>  
**Sent:** Friday, November 16, 2018, 04:08:52 PM PST  
**Subject:** Re: Owner Response - Rent Adjust Program CASE T18-0311

Hi!

Can you add this addendum to this case?

*May*

---

**From:** "Costa, Robert" <RCosta@oaklandca.gov>  
**To:** May Fong <mayfong@pacbell.net>  
**Cc:** "Sullivan, Margaret" <MSullivan@oaklandca.gov>  
**Sent:** Tuesday, November 13, 2018 8:54 AM  
**Subject:** RE: Owner Response - Rent Adjust Program

Hi May:

ADDENDUM T18-0311 CERVANTES

Please find attached original tenant lease showing prohibition of sublease. Tenant was unauthorized tenant. I've also attached texts to show the thread regarding the realization of Tenant's were the unauthorized tenants. Tenant committed fraud in obtaining lease claiming 3 occupants when there was actually 7.



### Rental Agreement (Month-to-Month)

- Rent**                      Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.
  
- Late Payments**        Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.
  
- Returned Payments**    Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.
  
- Individual Liability**     Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.
  
- Failure to Pay**            As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.
  
- Security Deposit**        Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.
  
- Subletting**                Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.  
  
In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.  
  
No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.
  
- Parking**                    The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.  
  
Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.
  
- Storage**                    Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page   NN   (Tenant initials)

### Rental Agreement (Month-to-Month)

- Attorney Fees** In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to subject to local rent control ordinances and regulations that may apply.
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- Entire Agreement** This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Joseph Martinez 11-26-12  
 Owner or Agent Date

Tenant	Date	Tenant	Date
<u>Nazaria Nunez</u>	<u>11-28-12</u>		
Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date

Receipt

By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:

Security Deposit: \$ \_\_\_\_\_

Rent: \$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_

Other: \$ \_\_\_\_\_ for \_\_\_\_\_

Total received: \$ \_\_\_\_\_ payment method \_\_\_\_\_



Form provided by the East Bay Rental Housing Association®  
[www.ebrha.com](http://www.ebrha.com)  
 Form Rental Agreement (Month-to-Month) © (06/11)



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983.
• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase").
• To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition.
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units.
• Oakland charges owners a Rent Program Service Fee per unit per year.
• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600).

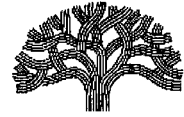
TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building.
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

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

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
BaÙn Thoàng Baùo queyàn lồi cuõa ngõõõi thueâ trong Oakland naøy cuõng cõu baèng tieáng Vieät. Ñeã cõu mõiät baùn sao, xin goii (510) 238-3721.

CITY OF OAKLAND



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Baün Thoàng Baüo quyèän löüi cuüa ngöðöi theá trong Oakland naøy cuöng cou baèng tieáng Vieät. Ñeá cou möät baün sao, xin goüi (510) 238-3721.



Online Banking

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**Fong Investments: Account Activity Transaction Details**

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**Post date:** 03/05/2018

**Amount:** 1,200.00

**Type:** Deposit

**Description:** CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 0511268718

**Merchant name:** CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 0511268718

**Transaction category:** Income: Deposits

000269



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

Housing and Community Development Department  
Rent Adjustment Program

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

### **REMAND HEARING DECISION**

**CASE NUMBER:** T18-0311 Cervantes v. Fong  
**PROPERTY ADDRESS:** 1791 28<sup>th</sup> Avenue, Oakland, CA  
**DATE OF HEARING:** June 3, 2019  
**DATE OF DECISION:** October 3, 2019  
**DATE OF CORRECTED DECISION:** October 17, 2020  
**DATE OF APPEAL HEARING:** January 16, 2020  
**DATE OF APPEAL DECISION:** March 10, 2020  
**DATE OF REMAND DECISION:** November 24, 2020

### **INTRODUCTION**

A Hearing Decision in this case was issued on October 3, 2019. A Corrected Hearing Decision was issued on October 17, 2020. The Hearing Decision partly granted the tenant's petition. Specifically, the Hearing Decision denied the rent increases in the 2017 lease (\$1,233.00 for the first three months, \$1,400.00 thereafter), on the grounds that the owner did not seek prior approval from the Rent Adjustment Program for increases exceeding the CPI and banking, and stated that the tenant's base rent remains \$945.00. Additionally, the Hearing Decision granted restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The owner filed an Appeal, which was heard by the Board on January 16, 2020. The Board remanded the case to the Hearing Officer to address when the tenant's tenancy commenced, and state the reasoning as to when the tenancy commenced, and restate the monthly base rent, disregarding any evidence presented on appeal.

### **EVIDENCE**

A review of the evidence presented at the underlying hearing and the Hearing Decision shows the following:

Commencement of Tenancy and Base Rent: The tenant stated on her petition and testified at the hearing that she moved into the subject unit in August of 2015, at an

initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. The tenant submitted copies of rent receipts verifying rent payments to the owner.<sup>1</sup> The tenant further testified that the owner was aware that they were living the subject unit as of 2015.

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized the tenants did not have a lease for the property. In response, she met with the parties and they signed a new lease effective September 1, 2017. At that time, they came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017.

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

The tenant testified credibly that she moved into the subject unit in August of 2015 at an initial rent of \$945.00. Although the tenant did not sign a lease at the time she moved into the unit, she paid rent directly to the owner and provided rent receipts verifying these payments.

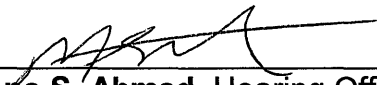
The Rent Ordinance defines a tenant as "A person entitled, by written or oral agreement, to the use or occupancy of any covered unit"<sup>2</sup>. The tenant's credible testimony establishes that the subject tenancy commenced in August of 2015. The owner's acceptance of the tenant's rent since 2015, as shown by the rent receipts, is further evidence of a tenancy between the tenant and the owner. It is hereby found that the subject tenancy began in August of 2015, and the monthly base rent is \$945.00.

### **ORDER**

1. The subject tenancy commenced in August of 2015.
2. The monthly base rent is \$945.00.

**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: November 24, 2020

  
\_\_\_\_\_  
**Maimooria S. Ahmad**, Hearing Officer  
Rent Adjustment Program

<sup>1</sup> Exhibit 2

<sup>2</sup> Rent Ordinance, Definitions

**PROOF OF SERVICE**  
**Case Number T18-0311**

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, 5<sup>th</sup> Floor, Oakland, California 94612.

Today, I served the attached **REMAND 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, 5<sup>th</sup> Floor, Oakland, California, addressed to:

**Tenant:**

Maria & Luis Cervantes  
1791 28<sup>th</sup> Avenue  
Oakland, CA 94601

**Tenant Representative**

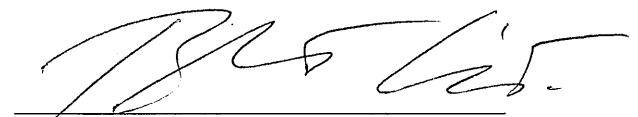
Xavier Johnson, Centro Legal de la Raza  
3022 International Boulevard, Suite #410  
Oakland, CA 94601

**Property Owner**

May & Grant Fong  
358 Cerro Court  
Dali City, CA 94105

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 18, 2020 in Oakland, California.

  
\_\_\_\_\_  
Robert F. Costa  
Oakland Rent Adjustment Program

**000272**



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

<b>Appellant's Name</b> May Fong		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 1791-28th Avenue, Oakland, Ca 94601			
<b>Appellant's Mailing Address (For receipt of notices)</b> 358 Cerro Court, Daly City, Ca 94015		<b>Case Number</b> T18-0311	
		<b>Date of Decision appealed</b> November 24, 2020	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

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

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

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

**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: 32.

\*Please listen to only the section of testimony on the audio day of hearing.

**• 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 October 8, 20<sup>19</sup>, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Luis Cervantes AND Maria Amezquita
<b><u>Address</u></b>	1791-28th Avenue
<b><u>City, State Zip</u></b>	Oakland, Ca 94601
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

	12/28/20
---	----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

## T18-0311 APPEAL EXPLANATION

1) The hearing officer calculated the rent incorrectly. The rent for tenants Cervantes and Amerzquita was \$1400 as per signed lease in **Exhibit A**. The application for habitability issues is also incorrect. The electrical issues was due to the tenants' overloading the circuits with expansive outlets with overloading appliances. Please see attached **Exhibit B**. This caused shortages and dangerous circumstances and is due to the overcrowding of the unit 1 bedroom unit. The hearing officer calculated the decreased housing from March 2018 to July 2018. She has to put into account that the Owner was not made aware of any problems until receiving notice regarding the issues from code enforcement in or about May 2, 2018. Owners are allotted a reasonable time period to make repairs. Electrical and cabinets were repaired on May 8, 2018. Window Repairs were completed June 1, 2018 due to ordering of windows. Please see attached receipts and email with the Code Enforcement Inspector. Please see attached **Exhibit C**. **The hearing officer did not adhere to the decrease housing clause.** [an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted] These were all repaired within a reasonable time period which is exactly a day after receiving notice repairs had been made with exception of the windows that needed special ordering; therefore, there should be no compensation for decreased housing. The issues were abated in July only because the inspection for the unit was scheduled for July.

2) d) The decision violates Ca state law 2007 California Civil Code Article 2. Rental Agreement CA Codes (civ:798.15-798.23.5) CIVIL CODE SECTION 798.15-798.23.5. Tenant Luis Cervantes AND Maria Amezquita attempts to claim they should takeover the rent amount set at the original tenant lease. Nazana Nevarez was the original tenant that signed a valid lease with previous landlord on May 30, 2012. Please see attached **Exhibit D**. Owner May Fong purchased property January 30, 2015 and sent notices to existing tenants of new ownership information along with RAP information to the original authorized tenant. Please see attached **Exhibit E**.

Nazana Nevarez subletted the unit to Luis Cervantes and Maria Amezquita without my approval or consent which is a breach of lease terms. Please see highlighted section regarding Subletting. It states the following:

[Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owners rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of

this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.]

Owner May Fong was totally unaware that Luis Cervantes and Maria Amezquita were illegal subtenants that moved into premises without authorization until the text sent by Luis Cervantes 8/18/17 as stated at the hearing. Please see attached **Exhibit F**. Original tenants were given proper notices with RAP notices. Please see attached **Exhibit E**.

When Owner was made aware of the Cervantes and Amezquita were illegal subtenants, Owner was to evict them based on violation of lease and unauthorized subtenants. Tenants begged owner to stay. With heart, On August 24, 2017, Owner decided to allow tenant to stay and have tenants fill out an application and sign new lease as per original lease **ONLY** based on 3 persons residing in Premises and abide by stipulation in the original lease that the **rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises**. Tenants Cervantes and Amezquita professed on multiple occasions they only had 3 in their family. Owner would never have signed a new lease with 7 living in a 1 bedroom unit because it is an unsafe and unhealthy environment.

Per original lease, Original Tenant(s) moved out of Premises and Cervantes and Amezquita had become the new tenant, the lease sign and agreed by both parties raised to market rate at \$1400 per month is valid according to the California state law. Please see attached **Exhibit D**.

2.e. The decision is not supported by substantial evidence. The **Preponderance** of evidence is upon the Petitioner to not give testimony but present factual supported documented evidence. All of the tenants' claim has not been supported with any documents and the evidence the hearing officer claims is not accurate. The hearing officer claimed the tenant did not receive the RAP until we signed a new lease which is correct. However, she neglected to acknowledge all the RAP notices Owner sent was to the original tenant Nanzania. Tenants Cervantes and Amezquita would not be sent these notices. Please see attached **Exhibit F**.

The hearing officer did not take into account that tenants Cervantes and Amezquita were unauthorized subtenants until the new lease was signed. I emphasize they were not the authorized master tenants. Any rent payments the Petitioner claims was directly deposited in Owners account without disclosing to the Owner the rent payments were from anyone but the master tenants owners. Rent payments were also deposited in owners account with either cash or bank transfer masking who is depositing the rent. Please see **Exhibit G**. As evidenced in the application and lease signed and dated August 24, 2017. Please see attached **Exhibit A**. This is the Petitioners'

only and original lease as new tenants at the new marker rate of \$1400 (market value is \$1800). The attached stated the terms of lease as per California law and was based on the tenant's misrepresentation of facts regarding their claim was only 3 persons in the unit.

The hearing officer incorrectly claims that Owner testified "told the tenant her rent would be increased because there were so many people living in the unit." This is TOTALLY UNTRUE. Please listen to audio. Owner never made any claims of raising the rent due to the amount of people in unit. The rent was raised to market value as allowed by law when the original tenant vacates premises which happened. It is a fact I stated only 3 tenants can reside in the Premises and the tenant misrepresented themselves. Owner did indicate and firmly believe 7 in a 300 sleeping space is unsafe and hazardous but never claimed the rent is raised due to the amount of people that would be living there.

Tenants Cervantes and Amezquita were unauthorized subtenants and as per original lease in **Exhibit D**, the rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises as well as State and local laws.

h) The hearing officer did not adhere to the State or local laws. There was no 2017 rent increase as the hearing officer claims. This was a new lease to the new tenants of the unit. Prior to that they were unauthorized subtenants that never made me aware of their unauthorized residency until August 2017. Contracts matter and it is unjust to reward tenants who move into units without written or oral authorization. Owners have the right to choose their tenants and charge market rent to new tenants once authorized. Tenants Cervantes and Amezquita deceived the Owner by moving into Premises without authorization and then misrepresenting themselves in order to avoid eviction and to obtain a new lease. This is not legally adhering to the laws.

**2 (a & b)** The hearing officer did not adhere to the evidence presented and did not include all evidence as with my past hearings including T12-0105, T17-0025, where all evidence was taken into account and the hearing officer based the decision on facts and evidence including evidence attorneys brought into hearing on day of case and offered to extend to tenants more time for evidence for the case to be sure all facts were taken into account.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 28, 2020 in Oakland, CA.



May Fong, Owner

000277

EXHIBIT A

APPLICATION TO RENT OR LEASE

APPLICANT Each Applicant over the age of 18 must complete their own application form

PLEASE PRINT

First, Middle, Last Name <i>Maria Amezquita Arceo</i>	Date of Birth <i>7-5-81</i>	Social Security # <i>617-392871</i>	Driver's License #
Other Names Used In the Last 10 Years	Home Phone	Cell Phone	Email Address

ADDITIONAL OCCUPANTS List everyone who will live with you:

First, Middle, Last Name <i>Luis Ayala cervantes</i>	Date of Birth <i>6-19-68</i>	Relationship To Applicant <i>ESPOSO</i>
<i>Jovani Ayala</i>	<i>2-16-02</i>	<i>hijo</i>
<i>Maria Amezquita</i>	<i>7-5-81</i>	<i>mamá</i>

EMPLOYMENT

	Current Employment	Prior Employment
Employer	<i>Limpiando casas</i>	
Address		
Employer Phone	<i>Negocio propia cuenta</i>	
Job Title		
Name of Supervisor		
Dates of Employment	From: To:	From: To:
Income Per Month	\$	\$

RESIDENCE

	Current Residence	Previous Residence	Previous Residence
Street Address	<i>1791 28th Ave</i>		
City	<i>Oakland cal</i>		
State & Zip	<i>94601</i>		
Dates of Stay			
Owner/Manager And Phone number			
Reason For Leaving			
Last Rent Paid	\$	\$	\$

VEHICLES

Automobiles	Make	Model	Color	Year	License No.
Motorcycles					

PERSONAL REFERENCES

In Case Of Emergency, Notify	Address/City	Phone	Relationship
<i>Nancy nevares</i> Close Friend		<i>(610)213-9707</i>	<i>prima y amiga</i>
Nearest Relative Living Elsewhere			



**CREDIT INFORMATION** Please list all your financial obligations

Name of Bank or Savings & Loan		Branch or Address		Account No.		Balance
				Checking		\$
				Savings		\$
Credit Accounts	Account No.	Address/City	Phone	Balance	Due Monthly	

**GENERAL INFORMATION** Check answer that applies

- Do you smoke?  YES  NO
- Do you have any pets/animals?  YES  NO
- Have you ever filed for bankruptcy?  YES  NO
- Do you have any musical instruments?  YES  NO
- Do you have any water-filled furniture or do you intend to use water filled furniture in the apartment?  YES  NO
- Have you ever been convicted for selling, possessing, distributing or manufacturing illegal drugs or convicted of any other crime?  YES  NO
- Have you ever been evicted or named as a defendant in an eviction for non-payment of rent or any other reason?  YES  NO

Please explain any "yes" answers to the above questions:

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Why are you leaving your current residence? \_\_\_\_\_

The applicant hereby applies to rent/lease Apartment # \_\_\_\_\_ at \_\_\_\_\_ for \$ \_\_\_\_\_ per month, and upon owner's approval agrees to enter into a Rental Agreement and/or Lease and pay all rent and security deposits required before occupancy.

An application fee of \$ \_\_\_\_\_ is hereby submitted for the cost of processing this application, to obtain credit history and other background information.

**Applicant represents that all information given on this application is true and correct. Applicant hereby authorizes verification of all references and facts, including but not limited to current and previous landlords and employers, and personal references. Applicant hereby authorizes owner/agent to obtain Unlawful Detainer, Credit Reports, Telechecks, and/or criminal background reports. Applicant agrees to furnish additional credit and/or personal references upon request. Applicant understands that incomplete or incorrect information provided in the application may cause a delay in processing which may result in denial of tenancy. In the event that a material misstatement or misrepresentation is discovered after Applicant is accepted as a Resident, and whether or not a Lease or Month to Month Rental Agreement is executed, Owner may, at Owner's sole discretion, deem such misstatement or misrepresentation to be a material and non-curable breach of any subsequent Lease or Month to Month Rental Agreement and grounds for rescission of the contract and immediate eviction. Applicant hereby waives any claim and releases from liability any person providing or obtaining said verification or additional information.**

Applicant: Maria Amezcuita Date: 8-24-17  
 (Signature required)



Received \$600 8/21/17

OAKLAND RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Mav Fong Apartment Number 1791
Tenant(s)/Lessee: Maria Ametzquita Arceo
Tenant(s)/Lessee: Luis Cervantes, Jovani Ayala Ametzquita
Apartment Number: 1791
Apartment Address: 1791-28th Avenue
City: Oakland State Ca Zip 94601
Monthly Rental Rate: \$1700
Rental Due Date: 1st of month
Security Deposit: \$3500
Late Charge: \$75 if not paid by 3rd
Parking Space: 1
Storage Space: 0

\$1400 from 12/1/17 M.A

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT."

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$1233 and a Security Deposit of \$2000 for a total payment of \$3433.

3. LATE CHARGE/FEEs: The late charge amount noted above, not to exceed 6% of the monthly rent, shall be added to any payment of rent not made on the rental due date or for which a deficient (bounced) check shall have been given.

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except garbage.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER's written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER's option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$3,000 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall



Can Also Deposit to Bank of America Account

000280



be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

**13. MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

**14. SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.

**15. HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

**16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

**17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

**18. POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

**19. INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

**20. RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

**21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

**22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

**23. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

**24. ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.

**25. ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

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

**OWNER/AGENT DISCLOSURE (Initial)**

ME OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and OK RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.



30. ADDITIONS AND EXCEPTIONS: TENANT is responsible for all repairs and replacements of all appliances including refrigerator, stove and microwave.

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

Person or Entity Authorized to Receive Payment of Rent:  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

32. INVENTORY: The Apartment contains the following items for use by RESIDENT: stove, refrigerator

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. Proposition 65 Notice: Warning: Some areas may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.  
 34. Notice is hereby given of the existence of the Residential Rent Arbitration Board (RRAB) and the Rent Arbitration Program of the City of Oakland, the office of which is located at 250 Frank H. Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, CA, 94612, phone number (510) 238-3721. The Rent Arbitration Program (Oakland Municipal Code, Chapter 8.22) lease addendum is attached to this lease and acknowledged in number 35 below as a lease addendum notifying tenants of the Notice to Tenants regarding Oakland's Rent Adjustment Program. In the event that Owner/Agent elects not to implement an annual rent adjustment, the Owner/agent hereby advises Tenant that Owner/agent elects to bank any such rent adjustment to future year(s) pursuant to the provisions of the Oakland Rent Arbitration Ordinance.

Note: Tenant and Landlord has adopted, and agree to comply with Measure EE "Just Cause Eviction" Ordinance for the City of Oakland, CA., which requires landlords of specified residential properties, the right to evict a tenant only for reasons specified in the measure, such as non-payment of rent, breach of lease, damaging premises, drug or other illegal activity, disorderly conduct, rehabilitation of unit, landlord or relative occupancy, except in certain circumstances where the tenant is disabled, elderly or catastrophically ill. Further, the ordinance provides for damages, penalties and attorneys' fees against landlords who violate this law. Should Tenant violate any portion of the ordinance, Landlord may exercise his/her right to evict tenant for damages, penalties and attorneys' fees.

35. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> House Rules  | <input type="checkbox"/> Pet Agreement             | <input type="checkbox"/> Garage Door Opener _____  |
| <input type="checkbox"/> Laundry Rules           | <input checked="" type="checkbox"/> Pool Rules     | <input checked="" type="checkbox"/> Notice to Tenants: Oakland's Rent Adjustment Program |
| <input checked="" type="checkbox"/> Mailbox Keys | <input checked="" type="checkbox"/> Apartment Keys | <input checked="" type="checkbox"/> Information About Bed Bugs Sheet                     |

36. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

37. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

38. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (\_\_\_\_\_) RESIDENT'S initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(Maria A.) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: Spanish

Jovani Ayala Printed Name of Interpreter, Jovani Ayala Signature of Interpreter, 08/24/17 Date

Mav Fong Owner/Agent, 8/24/17 Date

\_\_\_\_\_  
 Owner/Agent Date

\_\_\_\_\_  
 Owner/Agent Date

Maria Amezcua Resident, 8-24-17 Date

Luis Ramirez Resident, \_\_\_\_\_ Date

Jovani Ayala Resident, 8-24-17 Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [ ] is [X] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on 8-24-17 (Date) Maria Amezcua (Tenant's signature)

此份屋書 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



P.O. BOX 70243, OAKLAND, CA 94612-2043  
 Departamento de Desarrollo Comunitario y Vivienda  
 Programa de Ajustes en el Alquiler

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

**AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL**

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o permitido que los aumentos en el alquiler sean “invertidos”. Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario  tiene  no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de 2016.

**INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES**

- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en la Vivienda \_\_\_\_\_, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY o **NO HAY** un área designada al aire libre para fumar. Se encuentra en \_\_\_\_\_.

Recibí una copia de este aviso el 8-24-17 Maria Amezcua  
(Fecha) (Firma del inquilino)

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

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

**MICHAEL MEHRETEAB  
ELECTRIC**

**RECEIVED 05/10/18**

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**RECEIPIENT:**

**May Fong**

**LOCATION:**

**1791 28th Ave  
Oakland**

---

**SENDER:**

**Michael Mehreteab Electric**

6119 Market St, Oakland, Ca 94608

Phone: (510) 978- 2489

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Replace burnt outlet in living room due to overloaded circuit. Checked circuit breaker for damages. \$200

Received payment 5/9/18

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Job #29

**000286**



# SPECIAL SERVICES CUSTOMER INVOICE EXHBIT C

Notice of Cancellation (see Exhibit A) may be sent to this address:

HOME DEPOT U.S.A., INC.

Phone: (650) 755-9600

Store 0639 COLMA II

Salesperson: kxh6ggf

2 COLMA BLVD

Reviewer: sv995

COLMA, CA 94014

## REPRINT

<b>SOLD TO</b>	Name <b>MAY FONG MAY FONG</b>		Phone 1 <b>(415) 812-9908</b>	
	Address <b>358 CERRO CT</b>		Phone 2	
	Company Name			
	City <b>DALY CITY</b>		Job Description <b>1791</b>	
	State <b>CA</b>	Zip <b>94015</b>	County <b>SAN MATEO</b>	

2018-05-09 14:00

### CUSTOMER PICKUP #1

## MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # **W02** SKU # **0000-515-664** Customer Pickup / Will Call

<b>S.O. MERCHANDISE TO BE PICKED UP:</b>				<b>S/O MILGARD MFG INC</b>	<b>REF # S01</b>	<b>ESTIMATED ARRIVAL DATE: 05/30/2018</b>	<b>P.O. #39505099</b>	
REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0101	0000-301-390	0.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 29.5 X 47.5 VINYL XO{#1}	A	N	\$269.07	\$0.00*
<b>SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise</b>							<b>MERCHANDISE TOTAL:</b>	<b>\$0.00</b>
<b>END OF CUSTOMER PICKUP - REF #W02</b>								

### CUSTOMER PICKUP #2

REF # **W04** SKU # **0000-515-664** Customer Pickup / Will Call

<b>S.O. MERCHANDISE TO BE PICKED UP:</b>				<b>S/O MILGARD MFG INC</b>	<b>REF # S03</b>	<b>ESTIMATED ARRIVAL DATE: 05/31/2018</b>	<b>P.O. #39505130</b>	
REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0303	0000-301-390	1.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 29.5 X 47.5 VINYL XO{#1}	A	Y	\$220.57	\$220.57*
<b>SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise</b>							<b>MERCHANDISE TOTAL:</b>	<b>\$220.57</b>
<b>END OF CUSTOMER PICKUP - REF #W04</b>								

#### WILL-CALL MERCHANDISE PICK-UP

Will-Call items will be held in the store for 7 days only.

Check your current order status online at

[www.homedepot.com/orderstatus](http://www.homedepot.com/orderstatus)

FOR WILL CALL  
MERCHANDISE PICK-UP  
PROCEED TO WILL CALL OR  
SERVICE DESK AREA

(Pro Customers, Proceed To The Pro Desk)

\* Indicates item markdown  
Customer Copy

**TOTAL CHARGES OF ALL MERCHANDISE & SERVICES**

**Policy Id (PI):**

A: 90 DAYS DEFAULT POLICY;

*'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'*

<b>ORDER TOTAL</b>	\$220.57
<b>SALES TAX</b>	\$19.30
<b>TOTAL</b>	\$239.87
<b>BALANCE DUE</b>	\$0.00

**END OF ORDER No. H0639-111901**



EXHIBIT C

Re: Case 1801330 1783-28th Avenue

---

From: May Fong (mayfong@pacbell.net)

To: HBarron@oaklandnet.com

Date: Friday, June 15, 2018, 9:55 AM PDT

---

Hi Hugo!

The inspection passed on Wednesday.

Please confirm the case has been abated.

Thx

May  
Sent from my iPhone

On Jun 6, 2018, at 8:33 AM, Barron, Hugo <[HBarron@oaklandnet.com](mailto:HBarron@oaklandnet.com)> wrote:

Not, you need to call 238-3444 and schedule a final inspection once the permit is final please call me and let me know. Hugo.

---

**From:** May Fong [<mailto:mayfong@pacbell.net>]  
**Sent:** Tuesday, June 05, 2018 12:47 PM  
**To:** Barron, Hugo <[HBarron@oaklandnet.com](mailto:HBarron@oaklandnet.com)>  
**Subject:** Re: Case 1801330 1783-28th Avenue

Hi Hugo!

I wanted to find if you are able to pass my inspection for my windows since you were at the unit yesterday?

Thanks.

May

---

**From:** May Fong <[mayfong@pacbell.net](mailto:mayfong@pacbell.net)>

**To:** "[hbarron@oaklandnet.com](mailto:hbarron@oaklandnet.com)" <[hbarron@oaklandnet.com](mailto:hbarron@oaklandnet.com)>  
**Sent:** Wednesday, May 2, 2018 2:49 PM  
**Subject:** Case 1801330 1783-28th Avenue

<image001.jpg>

To Inspector Barron,

I received the above reference complaint. Please find attached the notice I sent to the tenants regarding a violation you have included. I was made aware of the dumping on April 18th by a tenant, not by Luis Ayala. I verified the issues and contacted Luis regarding the violations he has caused and sent over the notices. Mr. Ayala has never complained to me regarding electrical or cabinet issues. I was made aware of the window and my handyman will repair the drawers in the kitchen and window well as today. My electrician will take care of the electrical on Friday and I already had made arrangements for bulky item pickup next Wednesday. I warned the tenant with the red van not to park at the lawn and I installed yellow parking bumpers to prevent cars from entering the lawn as per picture. I also installed security cameras in hopes to prevent the dumping and illegal car parking.

I will send you the confirmation that everything is taken care of and you can reinspect by May 14th.

Thanks.

*May*

### Rental Agreement (Month-to-Month)

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

#### Terms of Tenancy

DS GW 12/29/2014

Owner Joseph S. Martinez (Name)

Agent for Rent & Notices Same as above (Name)  
1814 28th Ave Oakland Ca. 94601 (Address)  
570-326-1943 JSMGoldenHours@gmail.com (Phone & Email)

Tenants  
Nazania V. Nevarez (Name) 11-25-77 (DOB)  
Teresa Vazquez (Name) 5-17-95 (DOB)  
Fernando Nevarez (Name) 10-15-97 (DOB)  
Cesar Nevarez (Name) 6-29-04 (DOB)

Premises X 1791 28th Avenue, Oakland Ca 94601 (Address)

Rent \$ 895.00 per month payable in advance on the 1st day of each month.

Parking Parking space assigned yes. Monthly charge \$ NA, payable with monthly rent.

Storage Storage space assigned yes. Monthly charge \$ NA, payable with monthly rent.

Rent Payments  Electronic Funds Transfer (EFT)  
 Personal check  
 Cashier's check or money order  
 Cash

Security Deposit \$ 800.00

Late Charge \$ 53.70 if Owner does not receive rent in full within 5th days after the due date.

Returned Payment \$ 25.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on Dec 1 2012 and ends on May 30, 2012 and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets NO Pets

Owner's Utilities Owner pays for Water & garbage

Tenant's Utilities Tenant pays for Gas & Electric

Appliances & Fixtures Owner provides stove & Refrigerator

#### General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page N.N (Tenant initials)

### Rental Agreement (Month-to-Month)

**Rent** Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.

**Late Payments** Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.

**Returned Payments** Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.

**Individual Liability** Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.

**Failure to Pay** As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.

**Security Deposit** Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.

**Subletting** Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

**Parking** The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.

Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

**Storage** Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page   NN   (Tenant initials)

### Rental Agreement (Month-to-Month)

- Condition of Premises      Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
  
- Appliances and Fixtures      Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
  
- Pets      Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.  
  
Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manor. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.
  
- Trash      Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
  
- Owner's Access      California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
  
- Extended Absences      Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
  
- Quite Enjoyment      Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
  
- Repairs and Alterations      Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.  
  
Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.
  
- Financial Responsibility      Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
  
- Water-filled Furniture      No waterbed or other item of water-filled furniture will be kept on the Premises.
  
- Smoke Detectors      The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.
  
- Termination      The tenancy may be terminated by Tenant by serving a 30-day written notice of termination upon Owner, and by Owner by serving a 30-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for less than one year, or by serving a 60-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for one year or longer. Any termination notice is subject to applicable local rent control ordinances and regulations. If the Premises are damaged by fire, flood, earthquake or any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

I have reviewed this page   N.N.   (Tenant initials)

### Rental Agreement (Month-to-Month)

**Attorney Fees** In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

**Megan's Law** Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

**Notices** Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

**Validity of Each Part** If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Captions and Headings** The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

**Application** Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

**Attachments** The following attachments are incorporated as part of this Agreement:  
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards  
 Move-In-Move-Out Checklist  
 Oakland Notice to Tenants  
 EPA booklet entitled "Protect Your Family from Lead in Your Home"

**Entire Agreement** This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Joseph Martinez 11-26-12  
 Owner or Agent Date

Tenant _____	Date _____	Tenant _____	Date _____
Tenant <u>Nazario Nunez</u>	Date <u>11-28-12</u>	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____

<u>Receipt</u>	
By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:	
Security Deposit:	\$ _____
Rent:	\$ _____ for the period _____ to _____
Other:	\$ _____ for _____
Total received:	\$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®  
[www.ebrha.com](http://www.ebrha.com)  
 Form Rental Agreement (Month-to-Month) © (06/11)



## EXHIBIT E

### NOTICE TO TENANTS AT 28<sup>TH</sup> AVENUE

Dear Tenants,

I am writing in regards to the rules and maintenance of the building for 1783-28<sup>th</sup> Avenue. Thank you for those who have been doing their share in maintaining the cleanliness of the building and property including the carport, yard and garbage areas. Unfortunately, there seems to be some big problems we have been having with the garbage and some tenants have been throwing diapers down their windows to the back and sides of the building. I hope all tenants are aware that garbage that is thrown on the property and not put in the proper containers will cause huge rodent problems. According to the lease, each tenant has a responsibility to maintain the property. As a courtesy to all the other tenants, please do your share in keeping the property in good condition.

I want to clarify the rule that there is only 1 carport space per unit. If you have more than 1 car, you must not park it in any of the carport space or yard. Your car must be parked outside the gated area.

Since there seems to be some problems with the moving of the garbage container, I will be looking into having individual garbage cans where each tenant would be responsible for moving out their garbage container outside on garbage day. We have recycle bins. Please be sure to use these for recycling plastic, glass and paper. This will help the environment.

I will be slowly making repairs and improvement to the building to make the property more beautiful. Please do your part in helping to improve our building.

I will be meeting with each tenant to sign leases. I do want to remind all tenants to write down their unit address on the deposit slips when making your rent deposits so I can credit you correctly. Please find attached the RAP sheet as required by the Oakland rent board in regards to your tenant rights.

Thank you for your attention and cooperation.

Sincerely,



May Fong  
415-812-9908

**000295**



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

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

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or **IS NOT** permitted in Unit 1791, the unit you intend to rent.
- Smoking (circle one) IS or **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant’s signature)

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

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

Baun Thoang Baun quyên lòi cuôa ngôôphi thueã trong Oakland nàøy cuông còu baêng tieáng Vieät. Ñeã còu moät baun sao, xin goii (510) 238-3721.



# THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Nazana Nevarez, Teresa Vazques, Fernando Nevarez and Cesar Nevarez, et al  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*

of the premises located at:

1791-28th Avenue, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
Oakland, CA 94601  
*(City) (Zip)*


You are hereby notified, in accordance with California Law, that 30 days after service upon you of this Notice, or  
8/1/16, whichever is later, your monthly rent which is payable in advance on or before the  
*(Date)*

1st day of each month, will be the sum of \$ 995, instead of \$ 945, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

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

6/30/16  
*Date*

  
*Owner/Agent* May Fong

## Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of June (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

- BY MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: San Francisco Date of Mailing: 6/30/16

- BY DELIVERING** a copy of the Notice to the following resident(s) **PERSONALLY**: \_\_\_\_\_
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;  
**AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);  
**AND MAILING** by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 30th day of June (month), 2016 (year), in San Francisco (city), Ca (state).

May Fong  
*Name of Declarant (Print)*

\_\_\_\_\_  
*(Signature of Declarant)*



California Apartment Association Approved Form  
www.caanet.org  
**Form 5.1-SV** – Revised 12/14 - ©2014 – All Rights Reserved  
Page 1 of 1

**Unauthorized Reproduction  
of Blank Forms is Illegal.**



**000297**



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

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

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- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
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- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

### TENANTS’ SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant’s signature)

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

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

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EXHIBIT F

TEXTS FROM LUIS 8/17/17 ESTABLISHED ILLEGALLY STAYING AT UNIT

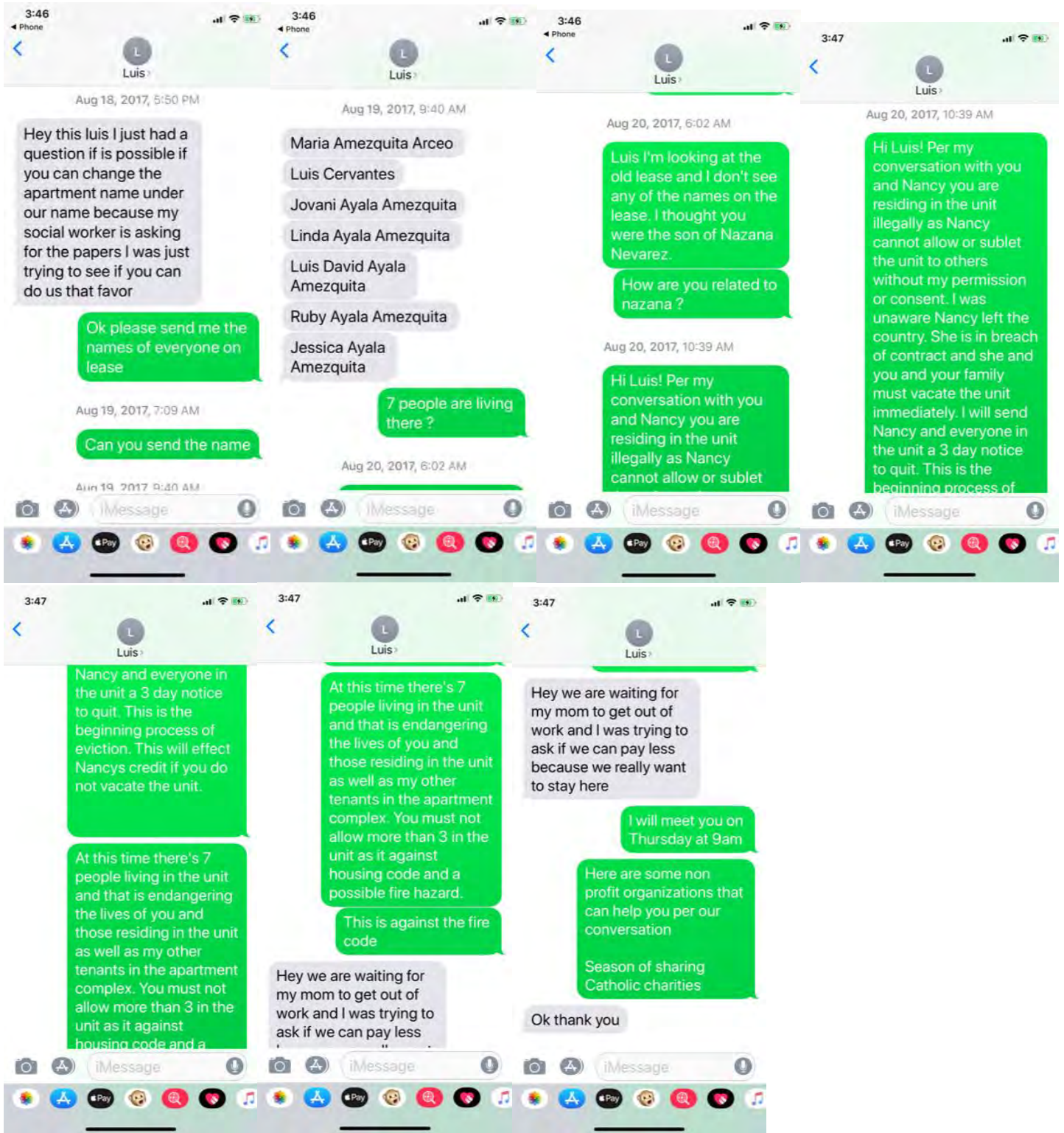




EXHIBIT G

Online Banking

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Fong Investments: Account Activity Transaction Details


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Post date: 07/08/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 0262910428

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 0262910428

Transaction category: Income: Deposits




Fong Investments: Account Activity Transaction Details

Post date: 06/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 1476793191

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 1476793191

Transaction category: Income: Deposits




Fong Investments: Account Activity Transaction Details

Post date: 05/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 0317314036

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 0317314036

Transaction category: Income: Deposits




Fong Investments: Account Activity Transaction Details

Post date: 04/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 1750389378

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 1750389378

Transaction category: Income: Deposits




Fong Investments: Account Activity Transaction Details

Post date: 03/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 1789276445

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 1789276445

Transaction category: Income: Deposits






Fong Investments: Account Activity Transaction Details

Post date: 02/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 2740017444

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 2740017444

Transaction category: Income: Deposits




Fong Investments: Account Activity Transaction Details

Post date: 12/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 1603915720

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 1603915720

Transaction category: Income: Deposits




Fong Investments: Account Activity Transaction Details

Post date: 03/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE  
#0000546 CA Confirmation# 0511268718

Merchant name: CA TLR transfer Banking Ctr FRUITVALE  
 #0000546 CA Confirmation# 0511268718

Transaction category: Income: Deposits



**MEMORANDUM**

**Date:** September 20, 2021  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Oliver Luby  
**Re:** Appeal Summary in T19-0424, Thornton v. Joyce  
**Appeal Hearing Date:** September 23, 2021

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Property Address: 2809 8<sup>th</sup> Avenue, Unit 4, Oakland, CA  
Appellant/Owner: Michael Joyce (Benecia Lake LLC)  
Respondent/Tenant: Ronald Thornton

**BACKGROUND**

On September 11, 2019, tenant Ronald Thornton filed a petition contesting a rent increase from \$886.82 to \$1,005.60, effective October 1, 2019. The \$886.82 included \$777.82 for base rent and a separate charge of \$109.00 for parking. The rent increase of \$1,005.60 included \$855.60 for base rent and a separate charge of \$150.00 for parking.

The tenant's claims included the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly.
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program (RAP) for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase; and
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner.

The owner did not file a response but appeared for the hearing. The Hearing Officer found good cause for the owner's failure to file a response as the petition was sent to an incorrect address.

## **RULING ON THE CASE**

The Hearing Officer found that (1) the owner did not receive approval from the RAP for the rent increase before increasing the rent and (2) the parking space rented by the tenant is part of his housing services even if he is billed separately for the parking, based on the Board's decision in Millar v. Black Oak Properties (2002), T01-0376, which stated: "Where the landlord rents a rental unit and a parking space to the tenant, the parking is part of the housing services, even where the parking is separately charged."

The Hearing Decision issued on July 17, 2020, denied the rent increase and granted restitution for rent overpayments totaling \$1,187.80.

## **GROUNDINGS FOR APPEAL**

On July 31, 2020, the owner timely appealed the hearing decision on the grounds that the decision raises a new policy issue that has not been decided by the Board. The owner contends that combining the rental agreement and the parking/storage agreement will set a dangerous precedent, that a large number of property owners in the City of Oakland have separate agreements for parking, and the parking agreement is not under the jurisdiction of the Rent Board.

## **ISSUES**

1. May the owner increase the tenant's parking fee without limitation, or is the parking fee considered part of the tenant's rent?
2. Is the hearing decision denying the rent increase supported by substantial evidence?

## **APPLICABLE LAW AND PAST BOARD DECISIONS**

### **Applicable Law**

#### **a. Rent defined**

O.M.C. § 8.22.020- Definitions.

““Housing Services” means all services provided by the owner related to the use or occupancy of a covered unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.”<sup>1</sup>

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<sup>1</sup> Effective July 21, 2020, the definition of “Housing Services” was amended to further include “any other benefits or privileges permitted the tenant by agreement, whether express or implied, including the right to have a specific

““Rent” means the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit including all housing services provided to the tenant.”

**b. Rent Increases**

O.M.C. § 8.22.065 (Rent adjustments in general), subsection A.

“Notwithstanding any other provision of this Chapter, owners may increase rents only for increases based on the CPI Rent Adjustment or Banking, or by filing a petition to increase rent in excess of that amount. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.”

**Past Board Decisions**

**a. Parking Fees Considered Part of Rent**

T01-0376, Millar v. Black Oak Properties

The owner served the tenant with separate rent increases for parking and for the apartment unit. The Board held that the owner was not entitled to the rent increase because he had previously increased the tenant’s rent, and the Rent Ordinance defines a rental unit to include all the housing services provided with the unit. The Appeal Decision noted, “Housing Services are defined to include parking.” The Board opined: “Where the landlord rents a rental unit and a parking space to the tenant, the parking is part of the housing services, even where the parking is separately charged. Under such circumstances, an increase in the separate parking fee is an increase in rent”.

**b. Substantial evidence**

T07-0133 Huynh v. Ly

Board found substantial evidence to support hearing officer’s decision that tenant created a new tenancy, despite the absence of a written agreement, when tenant paid rent, and rent was accepted for 20 months.

T00-0340, -0367, & -0368, Knox v. Progeny Properties

Board will not overturn factual findings by hearing officer if there is substantial evidence to support the hearing decision.

#3108506v1

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number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment.”



## MEMORANDUM

**Date:** September 20, 2021

**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)

**From:** Oliver Luby, Deputy City Attorney

**Re:** Appeal Summary in  
T19-03-13, McQuillon v. American Liberty  
T19-0510, McQuillon v. American Liberty  
T20-0054, McQuillon v. JJCM Investments

**Appeal Hearing Date:** September 23, 2021

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**Property Address:** 3114 Ashbrook Court, Oakland, CA

**Appellant/Tenant:** Fatima McQuillon

**Respondent/Owner:** American Liberty & JJCM Investments

## BACKGROUND

Tenants Fatima McQuillon filed a petition (T19-0313) on June 10, 2019, contesting a monthly rent increases of \$881.08 to \$986.08, effective January 1, 2019, on the grounds that the rent increase exceeds the CPI Adjustment and available banking without approval from the Rent Adjustment Program (RAP), and alleging decreased housing services. Tenant filed a second petition (T19-0510) on November 6, 2019, contesting a monthly rent increase of “\$1,095.8” (sic) to \$1,187.90, effective November 1, 2019, on multiple grounds and alleging decreased housing services. Tenant filed a third petition (T20-0054) on January 30, 2020, contesting a rent increase of \$1,095.08 to \$1,192.55. Owner American Liberty Investments filed a response to the first petition, disputing the allegations. Owner responses were not submitted for the other two petitions.

The petitions were consolidated and the Hearing Officer issued an Administrative Decision on February 17, 2021, served on the parties on February 18, 2021, dismissing the tenant petitions. The Decision found that the parties had signed a Mutual Settlement Agreement and Release dated February 8, 2021, that precludes the tenant

from raising claims that were brought or could have been brought in *Fatima McQuillon v. American Liberty Investments, LLC, Triple Good Investments & Management, LLC, Frederick O. Lewis, III, and Does 1-30*, Case No. RG19008160. The Decision noted that, since the Alameda County Superior Court assumed jurisdiction over all claims arising from 3114 Ashbrook Ct. and all claims were resolved in the Mutual Settlement Agreement and Release, RAP no longer has jurisdiction over the claims raised in the tenant petitions.

On March 4, 2021, the tenant filed a timely appeal. An appeal hearing was held before the HRRRB on June 10, 2021. The Board postponed the hearing until the Board had an opportunity to review the Settlement Agreement and Release.

### **GROUND FOR APPEAL**

The tenant appeal raised the following grounds:

- The decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations, or prior decisions of the Board;
- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence;
- Denial of sufficient opportunity to present a claim.

The tenant further contends that the settlement does not cover current conditions, as her lawsuit filed on February 21, 2019, was against American Liberty Investments, Frederick Lewis, III, and Triple Good Investment & Management, while JJCM Investments purchased the property in December 2019 and was not a party to the suit. The tenant also contends the settlement did not make any determination regarding the proper amount of rent.

### **ISSUES**

1. Does RAP lack jurisdiction over matters in the unit due to a Settlement with a prior owner?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

#### **1. Applicable Law**

- a. O.M.C. Section 8.22.111.F.1 ("Administrative Decisions"):

“Notwithstanding the acceptance of a petition or response by the Rent Adjustment Program, if any of the following conditions exist, a hearing may not be scheduled and a Hearing Officer may issue a decision without a hearing:



- a. The petition or response forms have not been properly completed or submitted;
- b. The petition or response forms have not been filed in a timely manner;
- c. The required prerequisites to filing a petition or response have not been met;
- d. A certificate of exemption was previously issued and is not challenged by the tenant; or
- e. The petition and response forms raise no genuine dispute as to any material fact, and the petition may be decided as a matter of law.”

## **2. Past Board Decisions**

### Impact of court settlements

T17-0371     Arnold v. Farley

Board dismissed tenant’s appeal of dismissal of decreased services petition, based on prior court proceedings between the same parties on the same issues that were resolved via a settlement agreement over which the Superior Court retained continuing jurisdiction.

T13-0140     Lewis et al v. Advent Properties

Appeal dismissed administratively with prejudice pursuant to settlement between parties in Superior Court.

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## MEMORANDUM

**Date:** September 20, 2021  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Oliver Luby, Deputy City Attorney  
**Re:** Appeal Summary in T18-0311, Cervantes v. Fong  
**Appeal Hearing Date:** September 23, 2021

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**Property Address:** 1791 28<sup>th</sup> Avenue, Oakland, CA  
**Appellant/Owner:** May Fong and Grant Fong  
**Respondent/Tenant:** Maria Amezcuita and Luis Ayala Cervantes

## BACKGROUND

On June 12, 2018, tenants Maria Amezcuita and Luis Ayala Cervantes filed a petition contesting rent increases and claiming code violations and decreased housing services. The contested rent increases included the following:

- 4/26/18 – from \$1,200 to \$1,400
- 10/3/17 – from \$945 to \$1,200
- 9/5/17 – from \$945 to \$1,233

On October 3, 2019, the Hearing Officer issued a Hearing Decision, denying the rent increases in the 2017 lease (\$1,233 for the first three months, \$1,400 thereafter) on the grounds that the owners did not seek prior approval from the Rent Adjustment Program of increases in excess of CPI or banking, and stating that the tenants' base rent remains \$945.00. The Decision ordered restitution for rent overpayment and past decreased housing services in the amount of \$6,965.25 (\$6,729 for rent paid 9/1/17 to 11/1/17 and 12/1/17 to 10/1/19; \$236.25 for problems with electrical outlets, windows, and drawers, 3/1/18 to 7/1/18), amortized over 24 months. The Decision denied the remaining decreased housing services claims.

Owner May Fong filed an appeal on October 9, 2019, on various grounds, including asserting that the rent was \$1,400 per the 2017 lease, that the original tenant had sublet the unit to the petitioners without the owners' consent, and that the owners were unaware that the petitioners were illegal subtenants until August 2017.

The owners also denied that they told the tenants that their rent would be increased because there were so many people living in the unit. On October 17, 2019, the Hearing Officer issued a Corrected Hearing Decision, removing the sentence on page 3 of the Hearing Decision stating "The owner also told the tenant her rent would be increased because there were so many people living in the unit."

On January 16, 2020, the Owners' 2019 appeal was heard by an Appeal Panel of the HRRRB. The Panel remanded the case to the Hearing Officer to address when the tenants' tenancy commenced, state the reasoning as to when the tenancy commenced, and restate the base rent, without considering any evidence submitted after the hearing.

### **RULING ON THE CASE**

On November 24, 2020, the Hearing Officer issued a Remand Hearing Decision, finding that the tenancy commenced in August of 2015 at an initial monthly rent of \$945, due to rent paid directly to and accepted by the owner, based on evidence in the record including rent receipts. The Decision noted testimony indicating that the owners were aware that the tenants were living in the unit as of 2015 and that the owner did not realize the lack of a lease until 2017. The Decision was served on the parties on December 18, 2020.

### **GROUND FOR APPEAL**

On December 28, 2020, Owner May Fong filed a timely appeal on the following grounds:

- the decision is inconsistent with Oakland Municipal Code Chapter 8.22, Rent Board Regulations, or prior decisions of the Board;
- the decision is inconsistent with decisions issued by other Hearing Officers;
- the decision violates federal, state or local law;
- the decision is not supported by substantial evidence;
- denial of a sufficient opportunity to respond to the petitioner's claim.

The owner further contends that the the rent was \$1,400 per the 2017 lease, that the original tenant had sublet the unit to the petitioners without the owners' consent, and that the owners were unaware that the petitioners were illegal subtenants until August 2017, amongst other arguments, including regarding the decreased housing service claims not at issue with the Remand Decision. The three-page narrative explanation attached to the appeal is nearly identical to the narrative explanation attached to the 2019 appeal and is accompanied by the same attached documentation provided with the 2019 appeal, including new evidence submitted on appeal.

## ISSUE

1. Is the determination in the Remand Decision regarding the time of commencement of the tenancy supported by substantial evidence?

### APPLICABLE LAW AND PAST BOARD DECISIONS

#### **1. Applicable Law**

- a. Definition of "Tenant." Oakland Municipal Code Section 8.22.020 states, "'Tenant" means a person entitled, by written or oral agreement to the use or occupancy of any covered unit."
- b. Evidence at Appeal Hearing - Rent Adjustment Program Regulations Section 8.22.120(F):
  1. As a general rule, the Board and Appeal Panels should not conduct evidentiary hearings. When the Board or Appeal Panel determines that additional evidence or reconsideration of evidence is necessary, the Board or Appeal Panel should remand the matter back to a Hearing Officer for consideration of the evidence.
  2. The Board or Appeal Panel should only consider evidence when the evidence is limited in scope and resolution of the matter is more efficient than having it remanded to a Hearing officer for consideration of the Evidence.
  3. In order for new evidence to be considered, the party offering the new evidence must show that the new evidence could not have been available at the Hearing Officer proceedings.
  4. If the Board or Appeal Panel deems an evidentiary hearing necessary, the appeal will be continued and the Board will issue a written order setting forth the issues on which the parties may present evidence.
  5. The parties must file any new documentary evidence with the Board or Appeal Panel and also serve it on the opposing party not more than ten (10) days after notice is given that a date has been set for the evidentiary appeal hearing.
    - a. Parties must also file with the Rent Program proofs of service of the evidence on the opposing party.
    - b. Failure to file the evidence and the proofs of service may result in the evidence not being considered by the Board or Appeal Panel.

6. When the Board or Appeal Panel conducts an evidentiary hearing, the same rules will apply as to hearings before Hearing Officers.

## **2. Past Board Decisions**

### **a. Substantial Evidence**

T00-0340, -0367, & -0368, Knox v. Progeny Properties

Board will not overturn factual findings made by Hearing Officer if there is substantial evidence to support the hearing decision.

### **b. Acceptance of Rent**

T07-0133, Huynh v. Ly

Board found substantial evidence to support hearing decision that new tenancy was created despite lack of written agreement when tenant paid rent and it was accepted for 20 months by owner.

T07-0210, Generalao v. Treadway, & T07-0214, Girasolimo v. Treadway

Petitioner is a tenant when he paid rent for four years while occupying apartment with knowledge of former and current owners, although unit was previously occupied by petitioner's mother.

### **c. New Evidence**

T05-0245, Hobbs v. Bernstein

Owner request to submit new evidence denied where evidence in the record is sufficient to support hearing decision.

T15-0368, Bivens v. Ali

Board declined to accept new evidence even though the owner provided copies of prior RAP notices signed by the tenant in 2013 where tenant signed tenant petition under penalty of perjury that she never received the RAP notice.

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