HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD REGULAR MEETING June 26, 2025 6:00 P.M. CITY HALL, HEARING ROOM #1 ONE FRANK H. OGAWA PLAZA OAKLAND, CA 94612

AGENDA

PUBLIC PARTICIPATION

The public may observe or participate in this meeting in person or remotely via Zoom.

OBSERVE:

• To observe the meeting by video conference, please click on the link below: When: June 26, 2025 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

https://us02web.zoom.us/u/kdQl8gPwF8

Meeting ID: 881 1220 0452

One tap mobile: +16694449171,88112200452# US, +16699009128,88112200452# US (San Jose)

Or by telephone: +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 719 359 4580 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US, +1 507 473 4847 US, +1 564 217 2000 US, +1 646 558 8656 US (New York), +1 646 931 3860 US

Webinar ID: 881 1220 0452

Find your local number: https://us02web.zoom.us/u/kdQl8gPwF8

The Zoom link is to view, listen and/or participate in the meeting.

PARTICIPATION/COMMENT:

To participate/comment during the meeting, you may appear in person or remotely via Zoom. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

If you have any questions, please email <u>hearingsunit@oaklandca.gov</u>

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

- 1. CALL TO ORDER
- 2. ROLL CALL

3. PUBLIC COMMENT

a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.

4. CONSENT ITEMS

a. Minutes from June 12, 2025 will be available on the July 10, 2025 agenda.

5. APPEALS*

- a. T19-0403-T23-0140, Didrickson v. Commonwealth Company, Didrickson v. Common Wealth Inc, & Didrickson v. Dang (pp.4-179)
- b. L25-0025, Miguel v. Tenant (pp.180-269)

6. ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE TO ALLOW OWNERS TO PETITION FOR RENT INCREASES BASED ON INCREASED COSTS OF WASTE SERVICE RATES (pp.270-286)

7. INFORMATION AND ANNOUNCEMENTS

8. NEW BOARD BUSINESS

9. SCHEDULING AND REPORTS

10. OPEN FORUM

a. Comments from the public on all items will be taken at this time.

11. ADJOURNMENT

The Rent Adjustment Program and the Clerk's office has at least 72 hours prior to the meeting to post all meeting materials pursuant to O.M.C. 2.20.080.C 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 <u>RAP@oaklandca.gov</u> 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, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envié un correo electrónico a <u>RAP@oaklandca.gov</u> 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,粤語或國語翻譯服務,請在會議前五個工作天電郵 <u>RAP@oaklandca.gov</u>或致電 (510) 238-3721 或711 California relay service.

CHRONOLOGICAL CASE REPORT

Case No.:	Joint Petition: T19-0403, T20-0193, T21-0161, & T23-0140
Case Name:	Didrickson v. Commonwealth Company, Didrickson v. Common Wealth Inc, & Didrickson v. Dang
Property Address:	2230 Lakeshore Avenue Oakland, CA 94606
Parties:	Owner: Ted Dang Manager (Owner): Allen Sam

Tenants: Carlos & Glenda Didrickson

TENANT APPEAL:

<u>Activity</u>

Date

Tenant Petition filed- T19-0403	August 21, 2019
Tenant Petition filed- T20-0193	August 28, 2020
Tenant Petition filed- T21-0161	September 30, 2021
Tenant Petition filed- T23-0140	September 25, 2023
Owner Response filed- T19-0403	November 14, 2019
Owner Response filed- T20-0193	September 15, 2020
Owner Response filed- T23-0140	October 19, 2023
Involuntary Dismissal- T19-0403	March 4, 2020
Tenant Appeal submitted- T19-0403	March 24, 2020
Appeal Decision- T19-0403	May 27, 2021

Order- T20-0193	January 26, 2021
Order- T21-0161	November 10, 2021
Administrative Decision- T23-0140	January 3, 2024
Tenant Appeal submitted- T23-0140	January 23, 2024
Appeal Decision- T23-0140	March 26. 2024
Order- All Cases	May 8, 2024
Owner Exhibit Submitted	August 13, 2025
Remand Hearing Decision mailed	October 15, 2024
Tenant Appeal Submitted-All Cases	November 4, 2024

T19.0	403 KM/SK	RECEIVED
CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243 (510) 238-3721	FRE PARE SHAMP OF OAKLAND PREPARE AKBITRATION PROGRAM 2019 AUG 21 PM 3: 52 TENANT PETITION

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

Please print legibly

Your Name Carlos & Glenda Didrickson	Rental Address (with zip code) 2230 Lakeshore AV. H Oakland Ca 94606	Telephone: 510 444 7589 E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
Ted Dang Common wealth Co	1305 Franklin St.	510-832-2628
Common wealin Co	Oak Cal 94612	Email:
	Svite 500	
Property Manager or Management Co.	Mailing Address (with zip code)	Telephone:
(if applicable) All en Som	1305 Franklin St.	510 832 2628
	Oakland Cal Suite 94612 Suite 500	Email:
	94612 500	

Number of units on the property: ____

Type of unit you rent (check one)	House	Condominium	Apartment, Room, or Live- Work
Are you current on your rent? (check one)	Yes Yes	🗖 No	

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

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:

	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
L	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
	(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.

For more information phone (510) 238-3721.

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

<u>II. RENTAL HISTORY</u>: (You must complete this section)

			· • •	
	Dec 2006	· • • • • • • •	<u></u>	
Date you moved into the Unit:		Initial Rent: \$	2500 ==	/month
		$mman Nom, \phi$		/1101101

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: <u>Dec 2012</u>. 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 To	Are you C this Increa Petiti		Did You Rent Pr Notice V Notic	rogram
					·	Incre	ase?
7-30-2019	9-1-2019	\$ 2517.84	\$ 3192.70	₽Ŷes	🗆 No	₽¥Tes	🗆 No
		\$	\$	🗆 Yes	🗆 No	🗆 Yes	🗆 No
		\$	\$	🗆 Yes	□ No	🗆 Yes	🗆 No
		\$	\$	🗆 Yes	□ No	□ Yes	🗆 No
		\$	\$	🗆 Yes	🗆 No	🗆 Yes	□ No
		\$	\$	🗆 Yes	🗆 No	□ Yes	🗆 No

For more information phone (510) 238-3721.

* 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?

🗆 No

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

2012-2013-2014-2015-2016-2017-2018-2019

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?	÷	V 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:

Bundarbidinky

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.

Corts Dide

Tenant's Signature

8/21/19 Date

Rev. 9/6/18

For more information phone (510) 238-3721.

Yes

-	T20	.0193 AS/MF	
ĺ		CITY OF OAKLAND	För date stämp.
		RENT ADJUSTMENT	ALIG 28 2020
		PROGRAM	
		250 Frank H. Ogawa Plaza, Suite 5313	HENT ADJUSTMENT PROGRAM
ł	e ja ju as double (ve ti)	Oakland, CA 94612	TENANT PETITION
ł		(510) 238-3721	<u>ILIMANI I LIIIION</u>

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

Please print legibly

Your Name	Rental Address (with zip code)	Telephone:
Carlos & Glenda	2230 Lakeshore AV.	(510) 444 7589
Carlos & Glenda Didrickson	Oakland Cal #7 946000	E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
(1) A second s	والمتعار والمراجع والمراجع والمراجع والمراجع المراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع	Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
Comnon wealth inc.	1305 Franklinst.	(510) 832 2628
Ted Dang	Oakland Cal Suite	Email:
	94612 500	
Property Manager or Management Co.	Mailing Address (with zip code)	Telephone:
(if applicable)		
		<u> </u>
		Email:
and the second		
		· · · · · · · · · · · · · · · · · · ·

Number of units on the property:

Type of unit you rent (check one)	House	Condominium	Apartment, Room, or Live-Work
Are you current on your rent? (check one)	🛛 Yes	No	
	· · · · · · · · · · · · · · · · · · ·		

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

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:

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(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
(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. 7/31/17

For more information phone (510) 238-3721.

C.

* 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?

- Ves
- 🗆 No

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

T-13 - T-14 - T-15 - T-16 - T-12 - T-18 - T-19

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?	Z 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:

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- 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
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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.

Corts Dud

8-24-202D Date

Tenant's Signature

For more information phone (510) 238-3721.

A. LANDLORD'S PROPOSED RENT INCREASE VIOLATES THE RECENT EMER-GENCY MORATORIUM PROCLAMATION

On March 27, 2020, the Oakland City Council adopted an ordinance imposing a moratorium on residential evictions and rent increases during the COVID-19 local emergency. For that reason, our landlord's proposed rent increase is invalid on its face and violates the above-referenced emergency order and moratorium proclamation. Please refer to exhibit number one.

B. LANDLORD'S PROPOSED RENT INCREASE EXCEEDS THE FISCAL YEAR 2020/2021 CPI CAP OF 2.7%

Our landlord's proposed rent increase, dated July 10, 2020, is 18.4% and, therefore, well above the consumer price index (CPI) cap of 2.7% established by the RAP for the 2020/2021 fiscal year. Please refer to exhibit number three.

C. DECREASED HOUSING SERVICES

In addition to the above, our landlord's proposed rent increase is excessive because of a series of ongoing habitability issues that our landlord has ignored and stubbornly refused to address. As a consequence, we actually have been "overpaying" rent for about two years. For specifics, please refer to exhibit number two.

Dated March 19, 2019, this exhibit is a copy of the NOTICE OF VIOLATION issued by the City of Oakland. Moreover, this notice lists a number of the ongoing habitability deficiencies that still remain unaddressed. They are listed below:

LOST HOUSING SERVICES	DATE OF LOSS	NOTICE_OF_LOSS	VALUE OF LOSS PER MONTH
Leaking heater vent	DEC, 2017	SEPT, 2018	\$45
Broken patio door handle	AUG, 2017	SEPT, 2018	\$20
Electrical Curcuit Breaker	FEB, 2018	SEPT, 2018	\$65
Broken Smoke/CO Detector	JAN, 2018	SEPT, 2018	\$35

CITY OF OAKLAND

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

Planning and Building Department Bureau of Building Inspections, Permits and Code Enforcement Services inspectioncounter@oaklandca.gov (510) 238-3381 TDD:(510) 238-3254

RE-INSPECTION NOTICE

February 10, 2020

Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES C/O TED W DANG 1305 FRANKLIN ST 500 OAKLAND CA 94612-3224 Code Enforcement Case No.: 1900895 Property: 2230 LAKESHORE AVE, Unit 7 Parcel Number: 023 -0414-013-00 Notice of Violation Date: March 19, 2019 Re-inspection Date: February 26, 2020

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re- inspected your property on January 21, 2020 and:

Determined partial violation corrections were completed but the violations marked below continue to be present. Re-confirmed the violations of the Oakland Municipal Code (OMC) marked below are present.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
		·	
		•	
	Building Maintenance (Code)		

X	Unapproved mechanical warm air duct installed on roof of building	Roof/bedroom	15.08.260
	without permits.		15.08.120
•		· · ·	15.08.140
Х	Smoke/CO detector fell off ceiling mount.	Replace	15.08.320
X	Cracks in drywall at bedroom ceiling/warm air vent area	Repair/refinish	15.08.050
			15.08.230 O
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At this point, you will be assessed fees and an invoice will be mailed separately with the exact amount to

pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandca.gov.

Scan to: Code Enforcement - Chronology- Abatement Activities \\Oakland\ceda\Inspection Services Forms\Inspection Notices

May 2019

Commonwealth Companies - REAL ESTATE -

(Brokers License #00442390)

1305 Franklin St. #500, Oakland, CA 94612 | Office: (510) 832-2628 | Fax: (510) 834-7660

July 10th, 2020

Carlos & Glenda Didrickson 2230 Lakeshore #7 Oakland CA 94606

RE: Rent Increase to Base Rent

Dear Carlos & Glenda,

Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program, and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since September 1st, 2019.

Per the Oakland Rent Adjustment Ordinance program, the city allows for a monthly increase of 2.7%, starting July 2020. Effective September 1st, 2020, your base rent shall be increased from \$3,192.70 to \$3278.90 per month.

As a reminder, the City of Oakland's past rulings has provided the both of you an ongoing reduction of \$298.33 per month to be deducted from the base rent to compensate you for your loss of service.

Therefore, the rent you owe monthly beginning September 1st, 2020 will be \$2,980.57.

All other terms and conditions shall remain the same.

Regards,

Allen Sam – Property Manager Commonwealth Companies



Rent Adjustment Program

MORATORIUM ON EVICTIONS AND RENT INCREASES

On March 27, 2020, the Oakland City Council adopted an ordinance imposing a moratorium on residential evictions and rent increases, and prohibiting late fees during the COVID-19 Local Emergency. The Ordinance also prohibits evictions based on nonpayment of rent that became due during the Local Emergency when the tenant suffered a substantial reduction of income or substantial increase of expenses due to COVID-19.

The Oakland City Council adopted the Rent Adjustment Program (RAP) Ordinance (OMC Chapter 8.22) in 1980. This ordinance sets the maximum annual rent increase based on the annual CPI increase, handles rent adjustments for claims of decreases in housing services and handles other rent related matters. The purpose of this program is to foster fair housing for a diverse population of renters and enforce the Rent Adjustment Ordinance set out by the City of Oakland.

Contact Us by Phone

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https://www.oaklandca.gov/topics/rent-adjustment-program

. All Allene	CITY OF OAKLAND	For Rent Adjustment Program date stamp
	RENT ADJUSTMENT PROGE	
	250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243	
	(510) 238-3721	SEP - 8 2021
	CA Relay Service 711 www.oaklandca.gov/RAP	RENT ADJUSTMENT PROGRAM
	TENANT PETIT	ION
Please fill out this form a	as completely as you can. Use this form to conte	st a rent increase, seek a rent decrease, and/or
petition being rejected or c	on from the Rent Adjustment Program. Failure to p delayed. See the last pages of this petition packet site for more information. CONTACT A HOUSING	("Important Information Regarding Filing Your
BEFORE SUBMITTING. 7	To make an appointment email <u>RAP@oaklandca.g</u>	
Rental Unit Informa	ation	
J J Street Number Str	LAKESHORE AVE	<u>7</u> Oakland, CA <u>94606</u> Unit Number Zip Code
Move-in Date: Dec	<u> 2012</u> Initial Rent at Move-In: \$ 2560 00	Current Rent: \$ 2517.54
	r controlled by a government agency (such as HUI	
than Oakland Rent Adjus	stment Program? (See page 5 "Jurisdiction" for mo	re information)
Are you current on rent?	Chaoling Hale" with out may deline on ode	nt or lawfully withholding rent in order to file a petition. quate explanation may result in your petition being
If not current on rent, exp	dism/ssed.)	anne subrananen mag reean in year bonnen beng
When (if ever) did the pro		rejued the RAP Notice on: Orot 2 217
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Pro	perty Owner Informatio	n	
Prop	erty Owner		
	red	<u> </u>	G
	Name	Last Name	
		COMMON WEAlth	
			500 OAKIAND CA 94612
Phon	e Number: <u>510 - 832 - *</u>	2628 Email:	
Prope	erty Manager (if applicable)		
First I	Name	Last Name	Name of Management Company
Mailin	ng Address:		
		······································	
		GROUNDS FOR	PETITION
Ordin	ance) and the corresponding		
Α.	Unlawful Rent increase(s) (Complete section A on page 3)	proper notice, was not prope	e that I believe is unlawful because I was not given rly served, and/or was not provided with the required nts of the Residential Rent Adjustment Program").
· · · · · · · · · · · · · · · · · · ·	<u>on page 3)</u>	because a government agen	e and do not believe I should be required to pay it cy has cited my unit for serious health, safety, fire, or <i>u must attach a copy of the citation to your petition.)</i>
В.	Decreased Housing Services	previously received and/or I a	roviding me with fewer housing services than I am being charged for services originally paid for by the petitions based on bad conditions/failure to repair.)
	(Complete section B on page 3)	(B2) I am being unlawfully ch	arged for utilities.
		(C1) My rent was not reduced improvements.	d after a prior rent increase period for capital
C.	Other	(C2) I wish to contest an exer exemption was based on frau	mption from the Rent Adjustment Ordinance because the Id or mistake.
			when I first moved in was unlawful because the property et the initial rent without limitation. O.M.C. § 8.22.080 (C).

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Tenant Petition (10) My LANDLORD ROUTERSE MY ROWT, Despite current Rent Rev. 1/5/2021 (10) MOVATORIUM ON RENT INCREASES 000016

A.		U	nlawful Rent	Increase(s)		
	(Col	mplete this section if a	ny of the grounds f	or petition fall under	category A, abo	ve)
he RAP N nore inform additional • Fi	otice, you can mation on time copy of this for or petitions cor prious health, s	ou wish to contest. Beg contest all past increase limits for contesting rent m. ntesting a rent increase c safety, fire, or building co a copy of the citation ma	s. See the "Importan increases. If you nee on the grounds that the de violations, you m	t Information" page at t ed additional space, att ne unit has been cited b ust attach a copy of ti	he end of this pet ach a separate sh by a government a	tion packet for leet or an lgency for
				ion pend demesed.		
	eived rent	Date rent increase went into effect:	Amount	of increase:	Received RA	
	Day/Year)	(Month/Day/Year)	FROM	то	YES	NO
JUIU			\$ 2517.54	\$ 3042.87	0	0
			\$	\$		
			\$	\$		
	<u></u>		\$	\$		
			\$	\$	<u> </u>	
В.		Dec	reased Hous	ing Services		
.ist all the our unit; o nust comp	conditions the r because the ete this section	nplete this section if an nat you believe entitle y owner has taken away so n. If you need more space y encouraged to submit	ou to a rent decrease arvice(s) or is chargin e, attach a separate	se. If your petition is bang for services originally sheet or an additional of	sed on problems y provided by the copy of this form.	related to
cal	endar days prio u may wish to	vith your landlord, etc.) to or to your hearing. have a City inspector	come inspect your	unit for possible code v	violations in advar	ice of your
		f any inspection report(s) of the City of Oakland Co				

						1
	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?	
1.	Please Refer to Attached Decre	aspd Hous	ing servic	es SUMMe	sy (Exhibit	1
2.					\$	
3.					\$	
4.					\$]

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	NT VERIFICATION (Required)
<i>I/We declare under penalty of perjury pursuant to the this Tenant Petition is true and that all of the docume</i>	e laws of the State of California that everything l/we said in onts attached to the Petition are true copies of the originals.
Calls Dille Tenant 1 Signature	<u>8-31-2221</u> Date
<u>Ulenda</u> Prd: Tenant 2 Signature	8-31- 2221 Date
그는 그는 말 방법에서 가지 않는다. 이렇는 것 같아요? 그는 것 같은 것 같은 것 같아요? 그는 그는 것 같아요? 것 같아요? 것 같아요? 것 같아요? 것 같아요?	D ELECTRONIC SERVICE
	send you documents related to your case electronically. If all
	certain documents only electronically and not by first class mail. ments in this matter electronically at the email address(es)
provided in this response.	
MEDIA	TION PROGRAM
为关系的 医无关性结核 医结核 医子宫 医水杨素 医尿道 医白白白白白白白白白白白白白白白白白白白白白白白白白白白白白白白白白白	
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is r	ssist parties in settling the issues related to their Rent Adjustment A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision.
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is r Adjustment Hearing Officer, who will then issue a hea	A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is r Adjustment Hearing Officer, who will then issue a hea Mediation will only be scheduled if both parties agree	A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case.
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is n Adjustment Hearing Officer, who will then issue a hea Mediation will only be scheduled if both parties agree I agree to have the case mediated by a Rent Adjust	A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case.
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case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is r Adjustment Hearing Officer, who will then issue a hea Mediation will only be scheduled if both parties agree I agree to have the case mediated by a Rent Adjust Tenant Signature INTERPRI	A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case. stment Program staff mediator. ETATION SERVICES right to an interpreter in your primary language/dialect at the Rent
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is r Adjustment Hearing Officer, who will then issue a hea Mediation will only be scheduled if both parties agree I agree to have the case mediated by a Rent Adjus Tenant Signature	A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case. stment Program staff mediator. ETATION SERVICES right to an interpreter in your primary language/dialect at the Rent

-END OF PETITION-

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CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

PROOF OF SERVICE NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition. Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served. Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served. 3) File a completed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred. On the following date: 3 131 21 I served a copy of (check all that apply): TENANT PETITION plus 15 attached pages (number of pages attached to Petition not counting the Petition form. NOTICE TO PROPERTY OWNER OF TENANT PETITION. or PROOF OF SERVICE)

MOTICE TO PROPERTY OWNER OF TENANT PETITION

Other:

by the following means (check one):

United States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Commercial Carrier. I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	TED DANG
Address	1305 PRANKLIN ST #500
City, State, Zip	DAKIAND, CA 94612

Name	
Address	
City, State, Zip	

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

CARLOS DIdrickson

PRINTED NAME

Carls D) ich

SIGNATURE

8-31-21

DATE SIGNED

mu <i>mu</i>	CITY OF OAKLAND)	For Rent Adjustment Program da	te stamp.
	RENT ADJUSTMEN			/ED
	250 Frank H. Ogawa Plaza, S	uite 5313	SEP 2 5 20	00
	Oakland, CA 94612-0243		Jul 1 5 20	23
	(510) 238-3721 CA Relay Service 711	T23.0140	DAKLAND RE	NT
CITY OF OAKLAND	www.oaklandca.gov/RAP		ADJUSTMENT PRO	DGRAM
	TENANT	PETITION		
contest an owner exemptio petition being rejected or de Petition") or the RAP websi	<u>s completely as you can</u> . Use this in from the Rent Adjustment Progra elayed. See the last pages of this p ite for more information. CONTAC o make an appointment email <u>RAF</u>	am. Failure to provide th petition packet ("Importa T A HOUSING COUNSI	e required information may resul nt Information Regarding Filing \	t in your ′our
Rental Unit Informa				
2230 (akestore Auc	Υ	Oakland, CA 946	2.0
	eet Name	Unit N		e
Move-in Date: Dec Z	00 6 Initial Rent at Move-In:	\$ <u>2500</u>	Current Rent: \$ 2507 54	· · ·
ls your rent subsidized or than Oakland Rent Adjust	controlled by a government agenc ment Program? (See page 5 "Juns	y (such as HUD or Sect diction" for more inform	on 8), other ation) Vot sure	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Are you current on rent?			ly withholding rent in order to file a p	
and the second states a	No* Checking "No" without (providing an adequate exp	anation may result in your petition be	əing
If not current on rent, expl	ain why:		i de Regione dan general Alfrederika (d. 1997). Antonio dan dan dan dan dari dari dan dari dari dari dari dari dari dari dari	<u></u>
	perty owner first provide you with TENANTS OF THE RESIDENTIAL RAM ("RAP Notice")?	I was never provi	RAP Notice on: $N \delta U - Z \partial V I$ ded with the RAP Notice r if I ever received the RAP Notic	
Case number(s) of any rel	levant prior Rent Adjustment case(s):	n an ann an Araban a Araban an Araban an Ar	
Tenant Information	(List each tenant petitioner in unit.	If you need more space	e, attach additional sheet.)	
CARIOS		Didrickso	N	· · · · ·
First Name	L	ast Name		
	nt from above):		e e e e e e e e e e e e e e e e e e e	
Primary Telephone: $5/0$	- 444 - 7539 Other Telepho	ne:	Email: DTV 16 510 84	AHOD
Glenda		Pidrickson		
First Name		ast Name		
Mailing Address (if differen	nt from above):			·
Primary Telephone: $\frac{\zeta(0)}{2}$	YYY-7584 Other Telephon	e:	Email:	n sa sangal n
Tenant Representati	VE (Check one): ⊡No Represe	ntative 🗉 Attorney 🗉	Non-Attorney	
First Name	Last Name	· · · · · · · · · · · · · · · · · · ·	Firm/Organization (if any)	
Mailing Address:	e de la companya de La companya de la com	ling and a state of particular <u>and a state of a state of a state</u>		
				· · · · · · · · · · · · · · · · · · ·
Phone Number:	En	nail:	· · · · · · · · · · · · · · · · · · ·	

(C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

(C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

Unlawful Rent Increase(s)

(Complete this section if any of the grounds for petition fall under category A, above)

List all rent increases you wish to contest. Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.

• For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <u>you must attach a copy of the citation</u> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.

Date received rent increase notice:	Date rent increase went into effect:	Amount	of increase:		P Notice with Int increase?
(Month/Day/Year)	(Month/Day/Year)	FROM	то	YES	NO
July 7 2023	9-1-2023	\$ 2517,54	\$ 3134.15	B	
· · · · · · · · · · · · · · · · · · ·		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		

Decreased Housing Services

(Complete this section if any of the grounds for petition fall under category B, above)

List all the conditions that you believe entitle you to a rent decrease. If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.

- You are strongly encouraged to submit documentary evidence (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.
- You may wish to have a City inspector come inspect your unit for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement. Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.

	Description of problem or	Date problem or	Date first notified	Date problem or	What is the
	decreased housing service (list separately):	decreased service started:	owner or manager of problem:	service was fixed, if ever:	dollar value of your claimed
	ELASTOC MAIN REPORT	(Month/Day/Year)	(Month/Day/Year) N o ひ / 0	(Month/Day/Year) NEVE(//	loss?
1.	Electric MAIN Breaker Kepps Kicking	10-2012	2012	Flxed	\$65 P/mon

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	VERIFICATION Required)
I/We declare under penalty of perjury pursuant to the law this Tenant Petition is true and that all of the documents	vs of the State of California that everything I/we said in attached to the Petition are true copies of the originals.
Carly Dub Tenant 1 Signature	<u> 4-72-2023</u> Date
Herdy Put Tenant 2 Signature	<u>9-22-2023</u> Date
	LECTRONIC SERVICE Recommended)
	the OTHER PARTY/PARTIES send you documents related to e, the RAP and other parties may send certain documents t by first class mail.
I/We consent to receiving notices and documer PARTY/IES electronically at the email address(nts in this matter from the RAP and from the OTHER es) provided in this response.
MEDIATI	ON PROGRAM
case as an alternative to the formal hearing process. A ti	
Mediation will only be scheduled if both parties agree to	mediate. Sign below if you agree to mediation in your case.
I agree to have the case mediated by a Rent Adjustm	ent Program staff mediator.
Tenant Signature	na serie de la construction de la c La construction de la construction d La construction de la construction d
INTERPRET	ATION SERVICES
If English is not your primary language, you have the righ Adjustment hearing and mediation session. You can requ	It to an interpreter in your primary language/dialect at the Rent Jest an interpreter by completing this section.
I request an interpreter fluent in the following language at my Rent Adjustment proceeding:	 Spanish (Español) Cantonese (廣東話) Mandarin (普通话) Other:

-END OF PETITION-

Page 5 of 4

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CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711

www.oaklandca.gov/RAP

For Rent Adjustment Program date stamp.

SEP 2 5 2023

OAKLAND RENT ADJUSTMENT PROGRAM

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*the preceding page of this petition packet*) and a completed PROOF OF SERVICE form together with your Petition.

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
 Provide a complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served
- together with the documents being served. 4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition.
- Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: <u>122 12023</u> I served a copy of (check all that apply):

TENANT PETITION plus <u>28</u> attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

NOTICE TO PROPERTY OWNER OF TENANT PETITION

Cther:

by the following means (check one):

First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

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Proof of Service Rev. 7/26/2023

ENDORSED FILED AMEDA COUNTY SAILUS FEDERARI FEB 1 5 2013 1 2013 OCT 29 PM 3:46 CLERK OF THE SUPERIOR CO By Elaine Kabiling, Exec. Off./C 2 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA 3 IN AND FOR THE COUNTY OF ALAMEDA 4 Civil No. RG12 -658365 5 DAN(-TED. Plaintiff. **STIPULATION RE:** 6 **DISMISSAL/JUDGMENT** 7 v. **ORDER OF COURT** 8 DIDKILKSON, ET AL CARLOS Defendant. 9 10 , and Defendant(s), CARLUS 11 Plaintiff, TEO DANG OIDRICKSON 12 on once in the following: GLENDA 13 Defendant(s) will remain a tenant on the premises located at 2230 LAKESHOLE 1. 14 AVE # , CA. Defendant(s) agree(s) to pay $\frac{\$8175}{}$, an agreed 7 DAKLAND 15 , in the following manner: upon sum for rental arrearages owed through 224 13 16 PAN \$ 5,000.00 - Ailo AARLAR אסי 17 dR β٦ 2. フ 18 てン PLANNTEF 19 Sun 20 AN FINAL OR Or 21 22 SHAU Reime PAN 7 mè 23 OF MARCH 2013 ne-IN 24 25 26 Any payments due on a weekend or holiday shall be due on the next business day. There shall be 27 no penalty for pre-payment of the rental arrearages. 28

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1	2. If Defendant(s) comply with paragraph 1, above, Plaintiff shall forthwith file with
2	this Court a request for dismissal with prejudice of this action. In the event that Plaintiff fails to
3	file a request for dismissal with prejudice, the parties agree that the Court may order that the
4	matter be dismissed with prejudice upon Plaintiff's failure to appear at the compliance hearing.
5	3. If Defendant(s) fail to comply with paragraph 1, above, Plaintiff upon filing a
7	declaration under penalty of perjury to that effect with this court, and upon twenty-four (24)
8	hours telephone notice to Eviction Defense Center, at (510) 452-4541, and Defendant(s) at
9	(510) <u>444-7589</u> , shall be entitled to judgment for possession of the
10	premises and an immediate writ of execution thereon. PLUS RENT, EUSD AND DAMAGES Der THL COMPLAINT LESS ANY PARMENTS RECEIVED PARMAT TO TPI
11	A. The Plaintiff hereby waives any and all claims for rent, and daily damages for the
12	Premises through 2/28/13 EXCEPT 173 TO PARAGRAPHI.
1.3	5. The parties waive any and all claims to fees and costs associated with this action.
15	6. In response to any inquiry regarding Defendant or Defendant's tenancy in the
16	Premises, Plaintiff and Plaintiff's agents and employees, shall provide no negative reference.
17	7. THIS MATTER SHALL REMAIN MASKED AND NOT
18	MADE PUBLIC.
19	8. PLAINTIFF SHULL MAKE NEEDED REPAIRS TO
20	THE FOLLOWIND ON OR BY MARCH 17,2013,
21	IN LLUDING: A) HEAT VENT LEAKS MATER; B) ELECTRICAL
23	CIRCUIT BRUAKLAS FAIL FROM NORMAL USE; C) BROKEN
24	ENNY DOUL HADLE; D) FLOUR BUARDS ON PATTO STICK OUT
25	AD PRUTTURE ; E) UNEVEN AND LOOSE FLOORBOARD IN THE
26	LI W SF
27	9. THE LENT SHALL REMAIN AT \$2725.00 UNTIL AVOUST 31,2013, THE RENT IS Acknowlesons AS
28	52725 FROM SEPT. 1,22012. ANY RENTA INCREASE
ν 	AFTER AUDUST 31,2013 SHAN BE PULSAT DO0026 THE LAW.

DATED: 2/15/13 MenderDidates-<u>2/15/13</u> 1 DATED: Ż 3 Defendant Plaintiff 4 DATED: 2-15-13 5 DATED: Vail 6 7 Defendant Plaintiff 8 9 APPROVED AS TO FORM: APPROVED AS TO FORM: 10 11 Attorney for Plaintiff Attorney for Defendant 12 13 IT IS SO ORDERED. 14 2-15-13 DATED: 15 THE SUPERIOR COURT JUDGE(OF 16 DON CLAY 17 18 OSC SET FOR 04-18-13 (D 9:00 am D-1 FAILURE TO APPEAR SHALL 19 20 RESULT IN DISMISSAL 21 22 23 24 25 26 27 28

000027

Residential Lease

Apartment-Condominium-House

children under the age of _______8

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By this agreement made and entered into on	DECEMBER	D7	, 20 06
between SUNG PASKEWITT	1		eferred to as Lessor,
and CARIDS AND GIENDA DIDRIG	CKSON,	_ herein re	ferred to as Lessee.
Lessor leases to Lessee the premises situated at 2230	LAKESHODE WI	ENVIE	IO in the City
of OAULIND County of			, State of
<u>CALIFORNIA</u> , and more particularly	described as follows:		

together with all appurtenances, for a term of <u>2</u> years, to commence on <u>DECENALO</u> 20 06 and to end on DECEMBER 14, 20 0 Q at 6.00 o'clock P. m.

1. Rent, Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Twisting ENTE HULDERD Dollars (\$ 2,500,00) per month in advance on the 51 day of each calendar month beginning TANUAZY 2006 at 2230 LAKES MORE. City of CANLLIND State of CALIFORNIA . or at such other place as Lessor 2230 LAKESDORE AVENUE NO. 1 OAKLIND PA 94606 may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to _______SUNG_PASKEWITZ_____

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of "h APTER SDALTS Dollars (\$ 150,00

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of TWENTY FIVE Dollars (\$ 25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor FIVE THOUSADD Dollars (\$ 5000.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. Oujet Enjoyment, Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8.	Number of Occupant	ts. Lessee agrees th	at the demise	ed premises sh	hall be occupied by.n	o more t	han	<u>k</u> f	`
	· ·	persons, consisting	-	3	adults and	<u> </u>	•		
chi	ldren under the age of	18	year.	s, without the	written consent of Le	SSOF			

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9. Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition.

10. Keys. Lessee will be given 2^{2} key(s) to the premises and 2^{2} mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged TWELTH FIVE Dollars (25.00).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements: Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

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49 2005 Socialies Media, LLC LF310-1 - Rev. 06/05 19. Right of Inspection. Lessor and his or her agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

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Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of ______ Dollars

(\$______), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last 3b days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she has a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

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27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-tomonth Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within ______ days of receipt of such notice. Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable; then such provision shall be deemed to be written, construed and enforcead as so limited.

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(4) 2005 Sociales Aledia, UC UE310-1 - Rev. 06/05 City of Oakland, Planning and Building Department, Bureau of Building, Inspection Division 250 Frank H. Ogawa Plaza, 2nd Floor, Suite 2340, Oakland, California 94612-2031 www.oaklandnet.com, (510) 238-6402, FAX: (510) 238-2959,TDD: (510) 238-3254

Request for Service: Tenant Complaint

Complaint No. 1900895 Inspector: Zanby S	とうしょうがい しゅうしょう しょうしょう しょうちょう しょうしょう しょう	
Complainant's Name: CA-RLOS Didick son	Phone No. (510) 444-75	89
Owner/Manager: TED Dawlo	Phone No. (510) 832-242	5
NSPECTION:		
PROPERTY MAINTENANCE:	Window defects:	
Overgrown vegetation:	Lack of window egress:	<u>(</u>
Trash & debris:	Lack of light/ventilation:	
Lack of/Inadequate garbage service:	Mice/rodents/roaches:	<u>8</u>
Unapproved open storage	Roof leaking/damaged:	
Unapproved parking	Damaged/non-functional Doors/locks:	
	Stairs/decks/railing:	
BUILDING MAINTENANCE:	Exterior walls/windows/trim:	
L Electrical BREAKER TO DAL	Blocked exits:	
+ Electrical: <u>Bleakses Tripping</u>	No resident manager (required 16 units or r	
Plumbing leak:	Unpermitted work:	
Plumbing leak:	Unpermitted work:	
Building sewer blockage:	Undocumented residential unit:	
Lack of/defective heating system:	· · · · · · · · · · · · · · · · · · ·	
Mechanical:	Missing/Inoperative smoke/carbon monoxid	le
Wall/ceiling/floor defects:	detectors: Living Room	
Others: SLakb PATA Door Fema Loos	a Rosella (Marsie	
Others: WATER LEAK AT BEDROOM CE		
Others: Electrical BREAKERS TRIPAL	가슴 같은 것이 같은 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있다. 것이 있는 것이 없는 것이 있는 것이 없는 것이 없을까? 같이 없는 것이 없는 것이 없는 것이 없는 것이 없을까? 것이 없는 것이 없을 것이 없는 것이 없는 것이 없는 것이 없 않는 것이 없는 것이 있	
		<u>ana se a</u> Tan
Extensive surface mold present on		
See brochure for remediation guild lines. (Descripti	on required, e.g. bedroom wall under window, tub celling)	
lote: Items identified on this form above are for investig	ation purposes only. If they are determined to be co	đe
o Iolations, they will be specified in an official Notice to Al		
		i. Aliana Aliana
omplainant Only: I certify that I have notified the owner	r/manager of the above identified item(s) and I will a	llow
	tate law to enter my unit in order to make all necessa	ry
ne owner or agents with proper notice as governed by 51	無意思, 我们的是我们的,你们的你,你们的你,你就是你的,你们的你们是我们能够能够能够。"	
ne owner or agents with proper notice as governed by St epairs.		
가는 것은 것은 것은 것을 가지면 것을 알고 있다. 것은 것은 것은 것은 것은 것은 것은 것은 것은 것을 가지면 것을 가지면 것을 수 있다. 것은 것은 것은 것은 것은 것은 것은 것을 가지면 것을 가 같은 것은	■Date 3~()-(9)	

At this point, you will be assessed fees and an invoice will be mailed separately with the exact amount to

pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm , who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238-3846 and by email at : rschimm @oaklandca.gov.

If you do not notify your inspector, why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged for inspection and administrative costs, which can total \$1,077.00. A separate invoice will be mailed. The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the
- premises. A separate invoice will be mailed in the amount of \$2,017.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,413.00 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 or Superior Court.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5,000.00
- The Notice of Violation may be recorded on your property in the amount of \$1,414.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Digitally signed by Randy Schinum Dato: 2021.04.30 11:41:44

Specialty Combination Inspector

Enclosures as applicable:

Blight brochure
 Property Owner Certification
 Lead Paint brochure
 Photographs

Residential Code Enforcement brochure
 Mold and Moisture brochure
 Undocumented Dwelling Units brochure
 Stop Work brochure

Vehicular Food Vending brochure
 Pushcart Food Vending brochure
 Smoke Alarms brochure
 Condominium Convérsion brochure



3/19/2019 000034

County Assessor Display

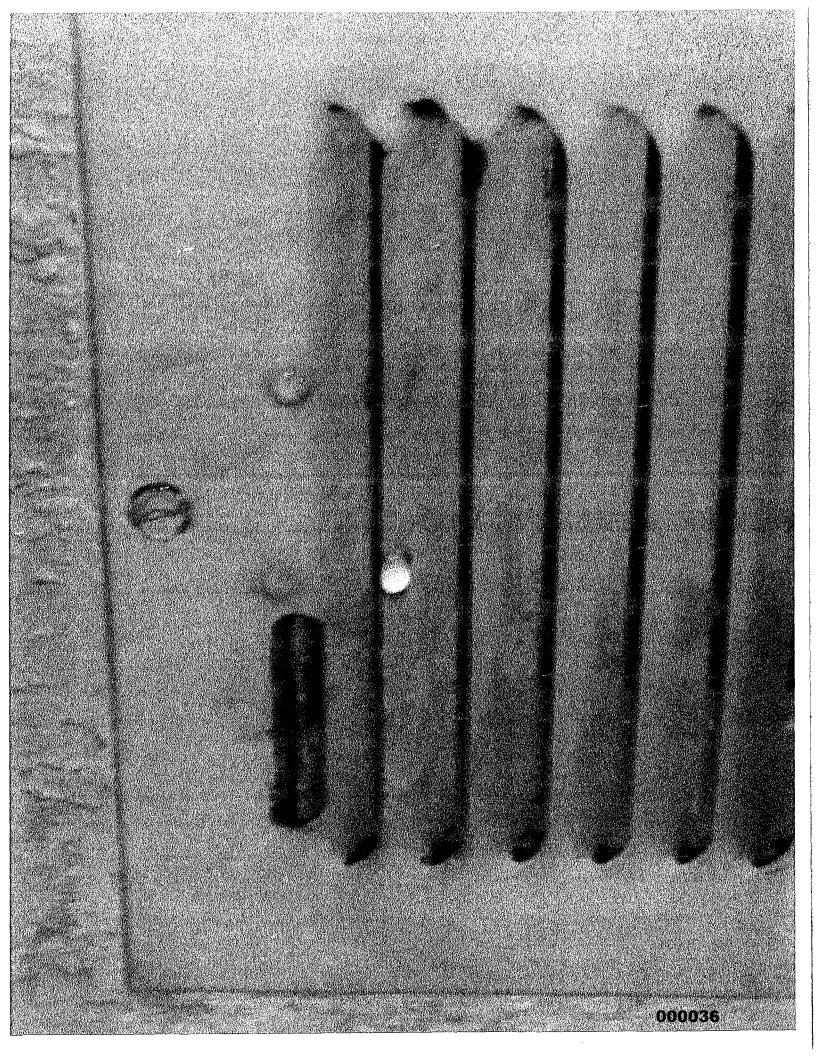
Assessor Parcel Record for APN 023--0414-013-00

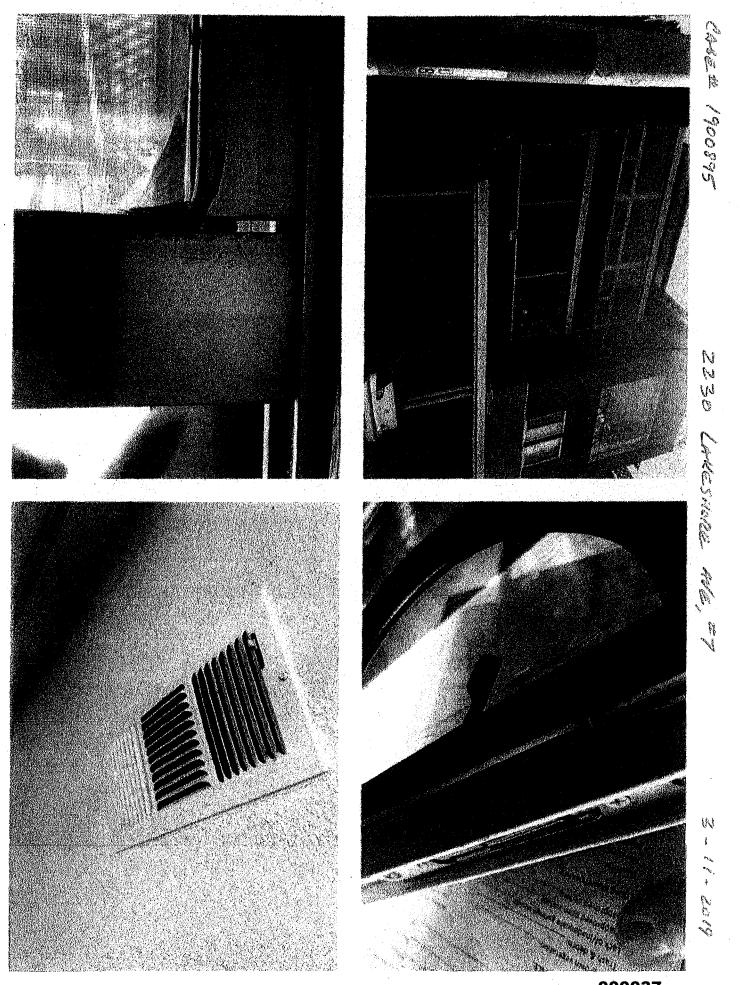
Parcel Number:	23-414-13
Property Address:	2230 LAKESHORE AVE, OAKLAND 94606
Owner Name:	WILLIAMS JOHN F & 421 ASSOCIATES
Care of:	TED W DANG
Attention:	
Mailing Address:	1305 FRANKLIN ST 500, OAKLAND CA 94612-3224
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.
Recorder Number:	2014-196663
Recorder Date:	8/8/2014
Mailing Address Effective Date:	8/8/2014
Last Document Input Date:	10/20/2014
Deactivation Date:	
Exemption Code:	

<u>Enter</u> Assessor Pro U.S. Postal Servi	Ce Ha	perty <u>GIS Parcel</u> Map	<u>Alameda</u> <u>County</u> Web Site	Use Codes
Por delivery information vi	AIL RECEIPT o Insurance Coverage Provided) sit our website at www.usps.com DAL USE			
B Postage S Postage S Certified Fee Esturn Receipt Fee (Endorsement Required) Restricted Detivery Fee	Postmark Here			
Care of: TED W Sent 70 1305 FRANKLIN Street, 2 OAKLAND CA	I ST 500,			
C ORPOR	30 LAKESHORF AVE LASR 13/21/19.			

http://revfilesvr/countydisplay/display_assessor_record.asp?apn3=023 041401300

3-11-2019 LANE SHORE AVE # 7 2230 1900895 Pressing of Ast C 21 E. 4







 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
 TDD: (510) 238-3254

NOTICE OF VIOLATION

March 19, 2019

Certified and Regular mall

To: WILLIAMS JOHN F & 421 ASSOCIATES C/O TED W DANG 1305 FRANKLIN ST 500 OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895 Property: 2230 LAKESHORE AVE, Unit 7 Parcel Number: 023-0414-013-00 Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on March 11, 2019 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 Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@caklandnet.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.

May 2018 Scan to: Code Enforcement-Chronology-Abatement Activities Notice of Violation

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: April 24, 2019 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, 2nd 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 Pr OMC 8.58	operty		Foreclosed and Defaulted OMC 8-54	
Administrative/Civil penalties will be Assessed for failur Sections 8,24.020, 1.08.60, 1.12). Penalties may be asses at \$1,000 a day. You will be notified separately if penalti Nulsance Abatement Lien (Notice of Vil A Nuisance Abatement Lien may be filed with the Alama Clerk-Recorder for recordation on the property title while effect and priority of a Judgment Lien. The Nuisance Abatement for forcelosed by an action brought by the City of Oakland for	essed for up to 21 days ties have accrued. 'Iolation) neda County ch shall have the force, hatement Lien may be	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, day. You will be notified separately if penalties have accrued. (Priority Lien) (OMC 8.54.430) A Constructive noice of the pendency of a collection action for an Assessment to all other hierested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder		
(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection act Assessment to all other interested parties shall be establis date a lien is recorded by the Alameda County Clerk-Rec	shed on the			
		Sincerely, Anno Santa S	om minimizetion Inspector	• •
			Building Department	• . •
Enclosures as applicable:	· · ·			
Property Owner Certification	Residential Code Enfo Mold and Molsture bro Undocumented Dwelli Stop Work brochure	rochure	 Vehicular Food Vending brochure Pushcart Food Vending brochure Smoke Alarms brochure Condominium Conversion brochuro 	ł
CC:				
	Administrati	live Hearing Rees	Michaelt .	an a
Filing Fee Conduct Appeals Hearing Processing Fee Reschedule Hearing	\$ 110.00 Actual Cost \$ 931.00 \$ 329.00	t Appeal (Fee char	ged only if Appellant loses appeal)	
Free Includes 0.5% Rec	arde Management	Fee and \$.25% Tec	hnology Enhancement Fee	

Property Address: 2230 LAKESHORE AVE, Unit 7

Complaint #: 1900895

Description of Violation	Required Action	OMC Section

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

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section	
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leakat water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140 15.08.050 15.08.260 C 15.08.120 15.08.140	
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.		
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing upgradeing of electrical service or sub panel is required, obtain permits, inspections and approvals.		
		State of the state of the state	
and the second			
		and All the state of the second st	
	· · ·		

Zoning			
Description of Violation	· · · ·	Required Action	OMC Section
	1 A.		
	 5 - 23 		



County Assessor Display

Format Percel 23-414-13

Care Of

Use Code Multiple residential building of 5 or more units.

Mailing Address Effective Date 11/16/2020

Exemption Code

Date Printed: 03-29-2022

1/5

Property Address 2230 LAKESHORE AVE, OAKLAND, 94608

Assessor Parcel Record for APN 23-414-13 (023 041401300)

Attention

Recorder Number 2020 - 311836

Last Document Input Date 02/22/2021 Owner Name WILLIAMS JOHN & LIMING W TRS & 421 ASSOCIATES LLC

Mailing Address 1305 FRANKLIN ST, #500

#500 , OAKLAND CA, 94612- 3224

Recorder Date 11/16/2020

Deactivation Date

m	U.S. Postal Service [™] CERTIFIED MAIL [®] REC Domestic Mail Only	EIPT
535 00	For delivery information, visit our website OFFICIAL Certified Mail Fee	e at www.usps.com [*] .
0 0000		Poştirilerik Herê
7021 1970	WILLIAMS JOHN & LIMING W TRS & 421 ASSO 1305 FRANKLIN ST #500 OAKLAND CA, 94612-3224 RE-INSP: 2230 LAKESHORE AN 1900895-3/30/22 -DSR	
	PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instructions



250 FRANK H. OGAWA PLAZA = SUITE 2340 = OAKLAND, CALIFORNIA 94612-2031 Planning and Building Department
(510) 238-3381 Bureau of Building
TDD:(510) 238-3254 Inspections, Permits and Code Enforcement Services bbcode-inspect@oaklandca.gov

RE-INSPECTION NOTICE

March 29, 2022

Certified and Regular mail

Williams John & Liming W TRS & 421 Associates LLC

1305 FRANKLIN ST, #500

OAKLAND CA, 94612-3224

Code Enforcement Case No.: 1900895 Property Address: 2230 LAKESHORE AVE Parcel Number: 023 041401300 Prior Notice Date: 06/18/2022

Correction not later than: April 6, 2022

(Violations not abated by the Correction date will be subject to further enforcement including fee assessments) Re-inspection timeline: April 6, 2022 or April 7, 2022

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 03/24/2022 and:

Determined partial violation corrections were completed.

Confirmed/ Re-confirmed the violations of the Oakland Municipal Code (OMC).

At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 3846 and by email at rschimm @osklandca.gov.

If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged \$222.00 and administrative costs. A separate invoice will be mailed.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000. Further enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.
- The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,455.00 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 or Superior Court.
- The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a predetermined timeline and in accord with the Oakland Municipal Code.

Sincerely.

Digitally signed by Randy Schimm Date: 2022.03.29 14:32:07 -07'00'

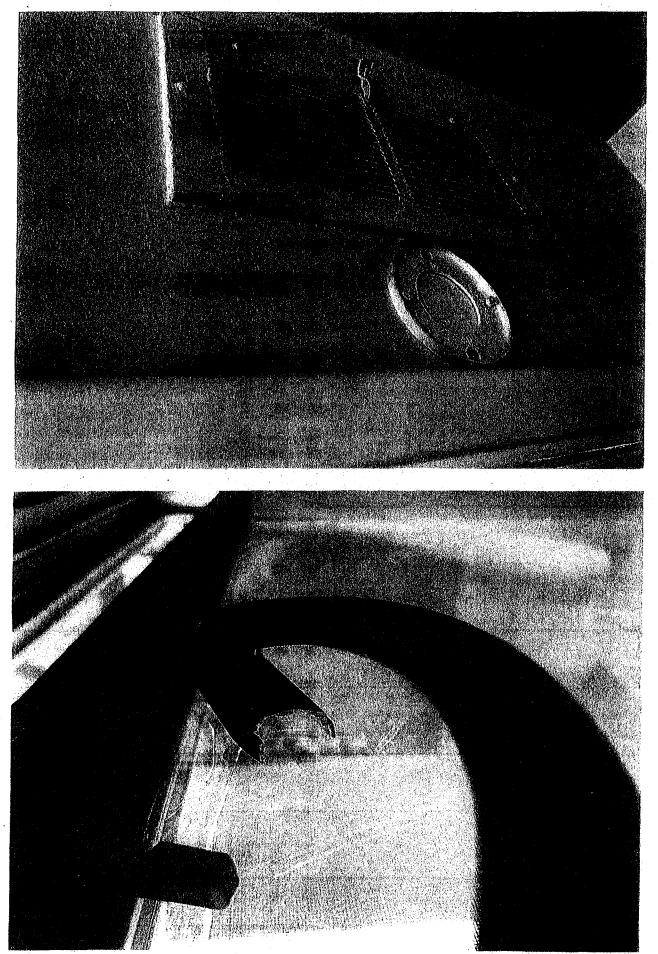
Specialty Combination Inspector

CC: Attachment: Enforcement notice/posting/Notice of Violation January 2022

Case# 1900895

2230 LAKESHORE AVE.

3-24-2022





250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031 Planning and Building Department (510) 238-3381 Bureau of Building TDD:(510) 238-3254 bbcode-inspect@oaklandca.gov

PROPERTY OWNER CERTIFICATION	
REMOVED VIOLATIONS OR CORRECTED ALLEGATIONS	Instructions 1, Review the property address and owner information shown at the Jeft and make any necessary corrections.
Property: 2230 LAKESHORE AVE	 Remove the violations marked below and/or cross out the violations that are not present and sign this form.
Parcel no. 023 041401300	 Before the Deadline to Respond shown at the left, return this signed form with dated photographs of your property to verify the violations were
Case no.: 1900895 Owner: Williams John & Liming W TRS & Deadline to Respond: April 6, 2022	removed of not present: E-mail: bbcode-inspect@oaklandca.gov Facsimile: 510/238-2959 Mail: City of Oakland
<i>I certify that I have corrected the following</i> violations or allegations identified in the Re-inspection Notice I received from the City of Oakland:	Bureau of Building 250 Frank H. Ogawa Plaza Suite 2340 Oakland, CA 94612-2031 (Envelope enclosed no postage required)
Landscaping Storage Trash and Debris	Fencing Odors Building Exterior
Building Interior Plumbing Electrical	Heating Parking Concrete Paving
Fencing Barbed/Razor Wire	Sidewalk Display/Advertising
Unapproved Home Business Exterior lighting	Excessive Noise
Unapproved Sidewalk Display Unapproved Advertising	Unapproved Mobile Food Vending
Roosters on Property Dumpsters/Garbage/Green Waste/Recy	cle Cans (left in view, left on sidewalk)
	allan di kana mananan kana manana kana manana kana manana kana k
Bear and Anna Anna A	(Town & Barne and Same

 Property Owner Certification

 Williams John & Liming W TRS & 421 Associates LLC

 Print Name (print)
 Date

Property Owner Signature

Janaury 2022

Day time telephone (_____)

Scan to: Code Enforcement - Chronology - Abatement Activities \Qaktand\cede\Imperion Services Forms\Impection Notices



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

Planning and Building Department Bureau of Building Inspections, Permits and Code Enforcement Services bbcode-inspect@oaklandca.gov (510) 238-3381 TDD:(510) 238-3254

RE-INSPECTION NOTICE

May 16, 2022

Certified and Regular mail

WILLIAMS JOHN & LIMING W TRS &

421 ASSOCIATES LLC

1305 FRANKLIN ST, #500

OAKLAND CA, 94612

Code Enforcement Case No.: 1900895 Property Address: 2230 LAKESHORE AVE #7 Parcel Number: 023 041401300 Prior Notice Date: 03-31-22

Correction not later than: 06-20-22

(Violations not abated by the Correction date will be subject to further enforcement including fee assessments) **Re-inspection timeline**: 06-20-22, 06-21-22, 06-22-22

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 05-16-22 and:

Determined partial violation corrections were completed.

Confirmed/Re-confirmed the violations of the Oakland Municipal Code (OMC).

At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector C. Scyphers who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 7692 and by email at cscyphers @oaklandca.gov.

If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged \$222.00 and administrative costs. A separate invoice will be mailed.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000. Further enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.
- The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,455.00 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 or Superior Court.
- The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a predetermined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Specialty Combination Inspector

CC: Attachment: Enforcement notice/posting/Notice of Violation January 2022



250 FRANK H. OGAWA PLAZA • SUITE 2	340 • OAKLAND, CALIFORNIA 94612-2031
Planning and Building Department	(510) 238-3381
Bureau of Building	TDD:(510) 238-3254
bbcode-inspect@oaklandca.gov	

PROPERTY OWNER CERTIFICATION

REMOV **CORREC**

Janaury 2022

		(510) 238 TDD:(510) 238

· · ·	ED VIOLATI OR FED ALLEGA	· · ·	Instructions 1 Review the property address and owner- information shown at the left and make any necessary corrections. 2 Remove the violations marked below-and/or.				ake any
Property: 2230 LAKESI	HORE AVE #7				the violations that		
Parcel no. 023 0414013	00				e Deadline to Rest ssigned form with		
Case no.: 1900895				of your p	openty to verify th		
Owner: WILLIAMS JO	HN & LIMING W	ΥT		Ð→mailk b	bcode-inspect@o	akland	ca.gov
Deadline to Respond:					10/ 238-2959		
<i>I certify that I have c</i> allegations identified in the the City of Oakland:					Sureau of Building 50 Frank H. Ogav Jakland: CA: 946 J Envelope enclosed	va Plaza 2-2031	
Landscaping	Storage	Trash and Debris		Fencing	Odors	Ē	Building Exterior
Building Interior	Plumbing	Electrical		Heating	Parking		Concrete Paving
Fencing	Barbed/Raz	or Wire		Sidewalk D	bisplay/Advertising	g .	
Unapproved Home B	Business	Exterior lighting		Excessive 1	Noise		
Unapproved Sidewal	k Display 🔲	Unapproved Advertising		Unapprove	d Mobile Food Ve	nding	· · .
Roosters on Property	Dumpsters/	Garbage/Green Waste/Recy	cle C	Cans (left in v	view, left on sidew	alk)	
□							·
WITH TANAS IOTIN & TH	MINIC W TDC &	Property Owner	Cert	ification		•	
WILLIAMS JOHN & LI Print Name (print)	WIING W IKS&			Date	· · · ·	·	·····
					•		

Property Owner Signature

Day time telephone (

Scan to: Code Enforcement -- Chronology - Abatement Activities \\Oakland\ceda\Inspection Services Forms\Inspection Notices

Commonwealth Management, Inc.

Real Estate Brokers License 0821583 1305 Franklin St #500, Oakland, Ca. 94612 Office: (510)832-2628 Fax:(510)834-7660

July 7, 2023

Carlos & Glenda Didrickson 2230 Lakeshore Ave #7 Oakland, Ca. 94606

Attached is a copy of the allowable rent increase, per the City of Oakland Rent Adjustment Program and a copy of the Notice to Tenants regarding this program that you previously acknowledged.

Your rent has not been adjusted since September 1,2022. The City allows a 3% increase for current adjustments.

Effective September 1,2023, your rent shall be increased to \$3134.15

Very truly yours,

aund

Ted W. Dang Property Manager

(l)Sept 2023 Our current monthly rent at 2230 Lakeshore Ave Oak Ca 94606 #7 is \$2517,54, A proposed rent which is higher than increase to # 313415 effective Sept. 1 2023 would be approx 24% however the City of Oakland's allowable rent increase is 2.5% Although we have repeatedly brought up year after year The Superior Court decision signed by Mr Dang in 2013 notice, that he could increase the rent After he makes the repairs, which are still unresolved As noted by the Oakland building inspector notice of violations after I was told to go ask for an inspection recommended by the Rent Adjustment Board. Mease see attached notices of violations dated 2019, 2020, 2021, 2022 and still unresolved. Ted Dang Common wealth Co lost his appeal. - See attached ... Rental AGreement, SUPERIDE COURT STIPULATION'S SIGNED by Ted dANG, IN 2013, Letter OF Rent INCREASE Sppt 2013 Electrical Breaker still Kicks when using Just the store (\mathcal{S}) [2] Heater Vent , in Bedroon still Leaking when itered RAIN Potro Door Handle still Broken (3) Notice of violations still UNResolved (4) 000049

(2)I have heard no notice of repairs as of this date. as of this date. Nothing about reducing the rent, the latest paperwork - see attrached -Says #298,33 For loss of patio space. The patio is Approx 600seft: And is pigger than the following bedrooms Dapprox 8'x12' 2) 10'x15 3) 10'x15 - 600seft is blgger than any one bedroom of our unit. The deduction of \$298,33 should be closer to the numericat of a should be closer to the amount of a one or two bedroom apt. or at least a \$1,000 mano deduction. I was never given the opportunity to confest that amount, I was told That is what I am being given, When we first moved into 2230 Lakeshore Ave in Dec 2006 - 6 years Lakesnore rive in the 2000- wyears before Ted Pang-Commonwealth Co bought the building 2230 Lakeshore, I paid an extra \$2,500 deposit. For a total of \$5000,00 deposit. Because of the patio which he had removed. But he replaced the patio of Apt 8-on the Same Floor, 000050

(3)MR LANG WANTS TO INCREASE the RENT , but Never Addresses the AMOUNT of Deduction FOR NO PATIO, the \$ 298.33 stays the SAME YEAR AFter YEAR When Isporke with the coowner MR. John W. U.4 MS we spoke About RALSING the Rout After the Patro has been replaced, but Not For the Amount of time that we were without Apatio in its original condition Sust Like they replaced Apt 8 patio same Floor, AND Also Replacing Destroy Private proporty. I have spoken to MR Christopher Scyphers OAKLAND BUILING INSPECTOR Who LAST VISTED IN 2022 Who SAID his office has Recieved Nothing From ted dang Common Wealth Tox. About the Notice of Violation being Repaired, He MR. Sopphars has seen video TAKEN IN DEC 2022 OF the HEATOR VENT LEAKING ANd the HALLWAY LEAKING PUNING HEAVY RAIN. AND the Appenl Fron MR dang was devied UNANIANSly by the Appeal BOArd ON CASES TIG-0186 TIG-0235 &N MAUN 2023, FAIR AND IMPARTIAL is All that I ASK. Carlos Pedek Sept 22 2023 Apt 7 2230 LakesHore AUE OAKIAND, CA 94606 <u> (</u> 00005



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

CASE NUMBER TIG - 0403

Your Name	Complete Address (with zip code)	Telephone:
421 Associates	1305 Franklin Ste#500 Oakland CA 94612	520 - 332 - 2628 Email: twd 113@aol.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
Allen Sam	1305 Franklin Ste#500 Oaldand C& 94612	510-832-2628 Email: asam@commonweilth proper.com
Tenant(s) Name(s)	Complete Address (with zip code)	
Carlos Didricleson Glenda Pidricleson	2230 Lakeshore Ave #7 Daldand CA 94606	
Property Address (If the property has me	ore than one address, list all addresses)	Total number of units on property

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 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: $\frac{2}{15712}$

Is there more than one street address on the parcel? Yes \Box No \square -.

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

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

1

KH/SK

<u>I. JUSTIFICATION FOR RENT INCREASE</u> 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.

Date of Contested Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
7/1/18						
9/1/19						

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

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

The tenant moved into the rental unit on 12/15/06.

The tenant's initial rent including all services provided was: \$ 2500 / month.

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

If yes, on what date was the Notice first given? ________

Is the tenant current on the rent? Yes _____ No ____

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

Date Notice Given	Date Increase Effective	Rent I	ncreased	Did you provide the "RAP NOTICE" with the notice of		
(mo./day/year)		From	To	rent increase?		
7/30/19	alilia	\$ 3084.74	\$ 3192.70	🔀 Yes 🗆 No		
5 14 18	3/1/18	\$ 2983.31	\$ 3084.74	🕅 Yes 🗆 No		
3/25/17	7)1/17	\$ 2619.14	\$ 2983.31	Yes 🗆 No		
ι		\$	\$	🗆 Yes 🗆 No		
		\$	\$	🗆 Yes 🗆 No		

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

III. EXEMPTION

.,1

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.

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

 \Box 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.

 \Box 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 Signatur

11/13/19

IMPORTANT INFORMATIÓN:

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.

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

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

Property Owner's Signature

Date

PROOF OF SERVICE Case Number T19-0403

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

Carlos & Glenda Didrickson 2230 Lakeshore Ave., #7 Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 3, 2020.

Keith Mason

Program Analyst III Oakland Rent Adjustment Program

PROOF OF SERVICE Case Number T19-0403

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

Carlos & Glenda Didrickson 2230 Lakeshore Ave., #7 Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 3, 2020.

Keith Mason

Program Analyst III Oakland Rent Adjustment Program

Commonwealth Companies – REAL ESTATE – BRE#: 0442390

November 14th, 2019

City of Oakland Rent Adjustment Program PO Box 70243 Oakland, CA 94612

RE: T19-0403

Commonwealth Companies recently received a notice from the City of Oakland dated October 14th, 2019 regarding Case #T19-0403, notifying us that one of our residents, Carlos & Glenda Didrickson has filed a petition to the Rent Adjustment Board alleging a decrease in housing services, specifically citing the issues below:

- 1. Electrical Breakers keeps kicking ongoing/unresolved
- 2. 600 sq.ft patio not replaced
- 3. Current rent increase is 27% higher than allowable

Our position for each issue:

1. Electrical Breakers keeps kicking - ongoing/unresolved

Our primary electrician has inspected the building's electrical system and concluded that the wiring of unit #7 is consistent with the quality of work provided to the rest of the building.

This complaint was inspected by the hearing officer (Barbara Cohen), and the decision referenced in Case #T15-0374:

"At the Inspection by this Hearing Officer, the tenants turned on all the burners to the stove. The breaker did not turn "kick". The Hearing Officer was in the unit for approximately 10 minutes."

Our electrician posits that the tenant may be pushing the limits of the system beyond capacity. This is possible by either having everything turned on at once, or using space heaters on a regular basis. In these instances, the breakers would be operating exactly the way it's supposed to.

2. Patio not replaced

The City of Oakland inspected the patio years ago and ruled that it was not up to code. Current owner was unaware that the previous owner installed the patio without any permits. This issue was addressed in Case No. T17-0327, ruling in favor of the tenant. Effective July 1, 2017, tenant was granted an ongoing rent decrease of \$298.33 unless the patio was properly rebuilt. The owner has honored the ruling of the Rent Adjustment Board since the day it took effect.

During the last in person hearing in Case #TI-0186, the officer reiterated that the patio issue has already been decided upon and that all future hearings/complaints issued by the Didricksons will not be heard.

3. Current rent increase 27% higher than allowable

In Case #TI-0305 dated February 6th, 2019, pg.4. – relevant quotes are provided below:

"2. Effective July 1, 2018, the tenant's new base rent is \$3,084.74 per month."

"6. The owner is otherwise entitled to a rent increase according to the law of the Rent Adjustment Ordinance and the State of California as long as the effective date of the rent increase is not before July 1, 2019."

According to the ruling in Case #TI-0305, increases to the base rent are allowed. The tenant is provided an ongoing reduction of \$298.33 after including the annual CPI increases. The tenants have decided to disregard the City's decision.

We request that the City of Oakland issue a formal notice to the Didricksons for immediate payment of outstanding rent amount of \$4246.46 (not including any late fees or interest accrued). Attacht of rent payments as of January 2018, which includes all the adjustments provided from the ru 0238, T18-0305, and the pending case of T19-0186. We have held off on pursuing the different

1305 Franklin #500, Oakland, CA 94612 || P:510-832-2628 ext:223 || E:asam@common

000058 stur



cases are still currently pending, and do not wish to complicate the matter until the Rent Adjustment Board confirm the previous Final Decision.

We also request that the City of Oakland dismiss this case, issue a citation to the Didricksons, and flag all future appeals referencing issues that have already been adjudicated. Despite the City reminding the Didricksons several times that the decision is final, we are compelled again to respond to another case being opened by the Didricksons referencing the patio, while two other cases that have also referenced the patio are currently pending no less! We will continue to defend ourselves and show respect to the City by following the rules. However, we would like the City to recognize that the Didricksons are wantonly abusing the spirit of the lawful rights as tenants, and putting a burden on resources that could be better used elsewhere.

Regards,

Allen Sam Commonwealth Companies

	Base Rent	Patio Adjustment	Other Adjustments	Rent Owed	Resident Payment	Notes	Difference
Jan-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.95	past rent overpayment adj.	\$0.00
Feb-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Mar-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Apr-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
May-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jun-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jul-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Aug-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Sep-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Oct-18	\$3,084.74	\$298.33	\$149.17	\$2,637.24	\$2,517.54	tarp ruling reimbursement	\$119.70
Nov-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Dec-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jan-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Feb-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Mar-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Apr-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
May-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jun-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jul-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Aug-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Sep-19	\$3,192.70	\$298.33		\$2,894.37	\$2,517.54		\$376.83
Oct-19	\$3,192.70	\$298.33		\$2,894.37	\$2,517.54		\$376.83
Nov-19	\$3,192.70	\$298.33		\$2,894.37	\$2,517.54		\$376.83
						·	
						F	\$4,246.46

NOTE: July 2018 base rent increase of 3.4% from \$2983.31 to \$3084.74 per the City of Oakland allowable CPI adjustment **NOTE:** September 2019 base rent increase of 3.5% from \$3084.74 to \$3192.70 per the City of Oakland allowable CPI adjustment

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	CITY O.	JAKLAND - 2019 Rent	Adjustment Prog	RAP)	
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		UENT IF PAID OR POSTMA			
SECTION I - OWNE					
1. ACCOUNT NUM	IBER: 00153401		3. Owner Name:	TED DANG	
2. Mailing Addres	s:		4. Rental Location:	2230 LAKESHORE AV	E
2 TED D	ANG			OAKLAND, CA 94606	-1019
TED D					
	FRANKLIN ST STE 500		5. Total Number of	Units per Alameda Co	unty Records : 8
	AND, CA 94612-3224				
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SECTION II - CLOSE	ACCOUNT				
		KLAND WAS SOLD OR DISCOM			
Rental propertie	es that have sold or discontin	ued after January 1, 2019 are Otherwise, sign and d		usiness tax in full by fillin	g out Section III & IV.
SECTION III - EXEM	PTIONS CLAIMED FOR 202				
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		xpiunutiony.			
	ner-Occupied Unit	102 200 20 46 46.00 10	A		
B. Off t	the Rental Housing Marke	t (attach explanation)	В.		
C. Mot	el, Hotel or Rooming Hous	ie .	C		
D. Hos	pital, Convent or Monaste	ry	D		
E. New	ly Constructed		E		
6. TOTAL NUM	BER OF EXEMPT UNITS CL	AIMED (add Lines A-E):	6.		
CECTION IN MEET					
SECTION IV - NET	CHARGEABLE UNITS				
7. NET CHARGE	ABLE UNITS: rom the total units pre-pri	nted on Line E)	7	3 If payi	ng after March 1, 2019
8. FEE DUE	form the total units pre-pri	inted on Line 5)	8. \$ 54	×	NALTY DUE (on tax):
(multiply Line 7	by):\$68.00		<u>+ </u>		19 - 4/1/2019 add 10%
9. PENALTY DU	E		9. \$		019 - 5/1/2019 add 25%
(if paying after I	March 1, 2019 see box to t	he right)		5/2/20)19 - until paid add 50%
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11. PRIOR AMO	JUNI DUE		11. \$		calendar month
12. TOTAL DUE	(add Lines 8-11)		12. \$ 54	<u>/</u>	
Payment Options	ONLINE HTTPS://ITS	S.OAKLANDNET.COM Pay I	hy VISA MasterCard	Discover or eCheck	
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SECTION V - SIGN					an ei _{bh} ar theolaí trí na thogailte An
		hat to my knowledge all in			
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CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612 🖀 510-238-3704

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Receipt

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Find Account I Registration I Calculation I Payment I Receipt

☆ Home [¬] Report a Problem Account # 00153400 WILLIAMS JOHN F & 421 ASSOCIATES

Business License Online Renewal Secure

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

		•	· ·	· · · · ·		
Submission Date	1/21/2019					
Confirmation #	92817					

Account Information Account

Expire Date	12/31/2019
Name	WILLIAMS JOHN F & 421 ASSOCIATES
Address	2230 LAKESHORE AVE
City	OAKLAND
Phone	(510) 832-2628 x222

00153400

Summary

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Enter 2018 Cross Receipts ("If you received a Blue renewal form, enter estimated 2019Glos	s Receips) 100,705 52,055.27
Enter # of Employees - No Fée Associated	\$0.00
BT SB1186 (AB1379)	1 \$4.00
BT Recordation and Tech	1 \$3.00
Total Due	\$2,640.27

Payment Information

Payment Amount \$2,640.27

After printing or saving this page for your records, you may close this browser window/tab.

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Elo, red Officials Departments Boards and Commissions Staff Directory Sorvices Nows & Updates Events Documents #OaklandLoveLife Oakland Library Visit Oakland Oakland Museum Por Assistance 311 or \$10-615-5566 Relay Service 711

Onklaud City Hah 1 Frank II. Ogawa Plaza Oakland, CA 94612

https://ltss.oaklandnet.com/Renew/Renew5

Commonwealth Companies – REAL ESTATE – BRE#: 0442390

7/30/2019

Carlos & Glenda Didrickson 2230 Lakeshore #7 Oakland, CA 94606

RE: Rent Increase to Base Rent

Dear Carlos & Glenda,

Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since July 1st, 2018.

Per the Oakland Rent Adjustment Ordinance program, the city allows for a monthly increase of 3.5% starting July 2019. Effective September 1st 2019, your base rent shall be increased from \$3,084.74 to \$3192.70 per month.

As a reminder, the City of Oakland's past rulings has provided the both of you an ongoing reduction of \$298.33 per month to be deducted from the base rent to compensate you for your loss of service.

Therefore, the rent you owe monthly beginning September 1st, 2019 will be \$2894.37.

All other terms and conditions shall remain the same.

Regards

Allen Sam – Property Manager Commonwealth Companies

Commonwealth Companies - REAL ESTATE -(Brokers License #00442390) 1305 Franklin St. #500, Oakland, CA 94612 | Office: (510) 832-2628 | Fax: (510) 834-7660

May 14th, 2018

Carlos Didrickson 2230 Lakeshore #7 Oakland, CA 94606

Dear Carlos,

Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since 7/1/17. This year the City allows a 3.4% increase for leases up for renewal during the period July 2018 to June 2019.

Effective July 1st 2018, your rent shall be increased from \$2,983.31 to \$3,084.74 per month. All other terms and conditions shall remain the same.

Regards,

Allen Sam – Property Manager Commonwealth Companies

Commonwealth Companies

- Real Estate-Brokers License 0442390

1305 Franklin St #500, Oakland, Ca. 94612 * Office: (510)832-2628 Fax:(510)834-7660

March 25, 2017

Carlos and Glenda Didrickson 2230 Lakeshore #7 Oakland, CA 94606

Notice of Rent Increase

Dear Mr. and Mrs. Didrickson,

According to the RAP T16-0175 decision ("T16"; affirmed by the HRRRB on 2/28/17), your "total Base Rent [is] \$2924.82." (T16, p. 3) This Base Rent is no longer reduced for decreased housing services described in T16, because the owner made the necessary repairs and provided you notice of these repairs and notice of rent restoration on Sept. 29, 2016 (rent restoration effective Nov. 1, 2016). According to T16, the owner is eligible for a C.P.I.-based rent increase beginning in April 2017 (see T16, p. 3). The applicable C.P.I. rate is 2%. Therefore, effective July 1, 2017 your Base Rent is increased to 2983.31 (=2924.82 x 1.02).

According to T16, this Base Rent will be "reduced by \$364.17 per month" from April 2017 through August 2017 (see T16, p.3). Therefore, your total rent due – reflecting both the rent increase and the rent restoration – beginning July 1, 2017 is as follows:

Base Rent Adjustments PAY THIS AMOUNT:

July 1, 2017:	\$2983.31 \$364.17	= \$2619.14 ← C.P.Ibased increase
Aug. 1, 2017:	\$2983.31 \$364.17	= \$2619.14
Sept. 1, 2017:	\$2983.31 \$0	= \$2983.31 ← Rent restoration
Oct. 1, 2017:	\$2983.31 \$0	= \$2983.31
Nov. 1, 2017:	\$2983.31 \$0	= \$2983.31
Dec. 1, 2017:	\$2983.31 \$0	= \$2983.31

Very truly yours,

Ted W. Dang

CITY OF OAKLAND P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency Rent Adjustment Program (510) 238-3721 FAX (510) 238-3691 TDD (510) 238-3254

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

• The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

• 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 (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord 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 there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

• To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <u>http://www.oaklandnet.com/government/hcd/rentboard/tenant.html</u>

• If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

• Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, OM.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit ____, the unit you plan 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 the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS on IS NOT a designated outdoor smoking area. It is located at _

SPDT 11.7012 I received a copy of this notice on

此份屋崙 (奧克蘭) 市租客權利通知嘗附有中文版本。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. Baûn Thoâng Baùo quyeàn lôii cuûa ngöôøi thueâ trong Oakland naøy cuŏng coù baèng tieáng Vieät. Ñea coù moàt baûn sao, xin goïi (510) 238-3721.

Rev. 12/5/07

Commonwealth Companies – REAL ESTATE – BRE#: 0442390

7/30/2019

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1305 Franklin #500, Oakland, CA 94612 || P: 510-832-2628 ext: 223 || E: asam@comr

Part 9808670TVCE

CITY OF OAKLAND P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency. Rent Adjustment Program

(510) 238-3721 FAX (510) 238-3691 TDD (510) 238-3254

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lowda I received a copy of this notice on <u>SPATN</u>, 7012

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。

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法国际经济部分

Learn More About CPI & Allowable Rent Increases

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Consumer Price Index (CPI) Increases

The Oakland Rent Adjustment Ordinance allows an annual rent increase based on the regional Consumer Price Index (CPI). These annual rent increases are known as CPI increases or annual general rent increases.

The annual CPI rate for rent increases effective July 1, 2019 through June 30, 2020, is 3.5%. The rate is not applied to rent increases that take effect earlier than July 1, 2019.

July 1, 2019: 3.5%

July 1, 2018: 3.4% July 1, 2017: 2.3% July 1, 2016: 2.0% July 1, 2015: 1.7% July 1, 2014: 1.9% July 1, 2013: 2.1% July 1, 2012: 3.0% July 1, 2011: 2.0% July 1, 2010: 2.7% July 1, 2009: 0.7% July 1, 2008: 3.2% July 1, 2007: 3.3% May 1, 2006: 3.3% May 1, 2005: 1.9% May 1, 2004: 0.7% May 1, 2003: 3.6% July 1, 2002: 0.6% March 1, 1995 – June 30, 2002: 3% per year

The "CPI rate" takes effect on each July 1 and remains in effect through June 30 of the following year. A property owner can raise rent above the CPI rate, based on certain justifications. Lost hopising services

") Electrical Breaker keeps Etcking - ongoing/unresolved 2) 600 sq ft. patio removed in 2017 (we paid an extra \$2,500 deposit to assure renting this Art in Dec 2000.-) 3) we are currently awaiting two appeals and have a Scheduled mediation Hearing Sept. 24, 2019 for our last petition, after Oakland Buliding Inspector Confirmed on going issues and/or Repairs not made our ongoing rent of #2,517 inwhich they have accepted and cashed our rent chules. The corrent increase is 27% higher than allowable



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

CASE NUMBER T20 - 0193

Your Name	Complete Address (with zip code) 1305 Franklin St # 500 Oakland CA 94612	Telephone: \$10-832-2628 Email: twd 113@ a.o.1, com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Carlos e Glerda Didricticon	Complete Address (with zip code) 2230 Lateshare AVL #7 Oatland CA 94606	
Property Address (If the property has m 2230 Lake shore A		Total number of units on property

Have you paid for your Oakland Business License? Yes \times No \square Lic. Number: $\underbrace{148529}_{}$ 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 \square No \square 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: 5/2014

Is there more than one street address on the parcel? Yes \Box No \not

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

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

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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.

Date of Contested Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
2/10/20						
			. 🖸			
A Second contract of the second se						

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

<u>II. RENT HISTORY</u> 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 $\frac{12/15/66}{12/15/66}$.

The tenant's initial rent including all services provided was: \$_2500 / 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 <u>No</u> <u>I</u> don't know

Is the tenant current on the rent? Yes _____ No _____

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

Date Notice Given	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of		
(mo./day/year)		From	То	rent increase?		
1/10/20	9/1/20	\$ 3192.70	\$ 3218.90	Fres 🗆 No		
		\$	\$	🗆 Yes 🛛 No		
		\$	\$	🗆 Yes 🗆 No		
		\$	\$	🗆 Yes 🗆 No		
		\$	\$	□ Yes □ No		

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

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.

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

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

 \square 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.

 \Box 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.

Leak @ heater vent	12/17	9/18	covered in phar cases T19-186
Broken handle		9/18	ii u li
circuit breaker	2/18	9/15	T15-0374
sins le detector	1/18	9/18	719-0186/0235
Ship P colection	bring	un mìr	or readir issues that were resolved in

Tenant continues to bring up minor repair issues that were resolved in several prior hearings. Tenant has not complied with prior orders to pay correct amount of rent and is seriously delinquent. See attached schedule.

Rev. 7/12/2019

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

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

<u>9/15/20</u> Date

IMPORTANT INFORMATION:

Time to File

This form **<u>must be received</u>** 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

Date

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Rev. 7/12/2019

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

Tenant Ledg	jer									
Carlos Didri	ckson (cardid)								1	
2230 Lakes	nore Ave #5		······································							
Date	Description	<u>(</u>	Charges	P	ayments	Balance		Comment	S	
			,			\$ (3,159.74)				
1/1/2017	Rent	\$	2,587.63			\$ (572.11)	(\$2895.73	base rent le	ess \$308.10)	
1/5/2017	chk# 1612		•	\$	2,587.63	\$ (3,159.74)				
2/1/2017	Rent	\$	2,587.63			\$ (572.11)				
2/3/2017	chk# 1615		· ·.	\$	2,587.63	\$ (3,159.74)				
2/8/2017	2017 rent fee	\$	34.00			\$ (3,125.74)				
3/1/2017	Rent	\$	2,587.63			\$ (538.11)				
3/3/2017	chk# 1617			\$	2,587.63	\$ (3,125.74)				
3/3/2017	chk# 1618			\$	34.00	\$ (3,159.74)				
4/1/2017	Rent	\$	2,619.14			\$ (540.60)	(\$2983.31	base rent -	\$364.17)	
4/5/2017	chk# 1620			\$	2,587.63	\$ (3,128.23)	per T17-03	27		
5/1/2017	Rent	\$	2,619.14		<u></u>	\$ (509.09)				
5/3/2017	chk# 1622			\$	2,587.63	\$ (3,096.72)				
6/1/2017	Rent	\$	2,619.14			\$ (477.58)				
6/1/2017	credit for fan	\$	(35.63)			\$ (513.21)				
6/6/2017	chk# 1624			\$	2,552.00	\$ (3,065.21)				
7/1/2017	Rent	\$	2,619.14			\$ (446.07)				
7/6/2017	chk# 1626			\$	2,619.00	\$ (3,065.07)				
8/1/2017	Rent	\$	2,619.14			\$ (445.93)		·····		
9/1/2017	Rent	\$	2,983.31			\$ 2,537.38	(\$2983.31	base rent re	estored)	
9/6/2017	chk# 1630			\$	2,619.00	\$ (81.62)	per T16-01	75		
10/1/2017	Rent	\$	2,983.31			\$ 2,901.69				
10/3/2017	chk# 1632			\$	2,619.00	\$ 282.69				
11/1/2017	Rent	\$	2,983.31			\$ 3,266.00				
11/3/2017	chk# 1634			\$	2,619.00	\$ 647.00		······		
12/1/2017	Rent	\$	2,983.31			\$ 3,630.31				
12/5/2017	chk# 1636			\$	2,619.00	\$ 1,011.31	······································			
1/1/2018	Rent	\$	2,517.95			\$ 3,529.26	(\$2983.31	base rent -	\$298.33 deck-1	67.03)
1/2/2018	chk# 1638			\$	2,517.95	\$ 1,011.31	per T17-01	41 and T17	'-0327 order 4	& 5
2/1/2018	Rent	\$	2,517.95			\$ 3,529.26				
2/2/2018	chk# 1641			\$	2,517.54	\$ 1,011.72				
2/8/2018	2018 rent fee	\$	34.00			\$ 1,045.72				
3/1/2018	Rent	\$	2,517.95			\$ 3,563.67				

3/5/2018 chk# 1643		\$ 34.00	\$ 3,529.67	
3/5/2018 chk# 1645	 · · · · · · · · · · · · · · · · · · ·	\$ 2,517.54	\$ 1,012.13	
4/1/2018 Rent	\$ 2,517.95		\$ 3,530.08	
4/2/2018 chk# 1647		\$ 2,517.54	\$ 1,012.54	
5/1/2018 Rent	\$ 2,517.95		\$ 3,530.49	
5/4/2018 chk# 1651		\$ 2,517.54	\$ 1,012.95	
6/1/2018 Rent	\$ 2,517.95		\$ 3,530.90	
6/4/2018 chk# 1652		\$ 2,517.54	\$ 1,013.36	
7/1/2018 Rent	\$ 2,517.95		\$ 3,531.31	
7/3/2018 chk# 1654		\$ 2,517.54	\$ 1,013.77	
8/1/2018 Rent	\$ 2,517.95		\$ 3,531.72	
8/3/2018 chk# 1656		\$ 2,517.54	\$ 1,014.18	
9/1/2018 Rent	\$ 2,517.95		\$ 3,532.13	
9/5/2018 chk# 1659		\$ 2,517.54	\$ 1,014.59	
10/1/2018 Rent	\$ 2,684.98		\$	(\$2983.31 base rent - \$298.33 deck)
10/5/2018 chk# 1661		\$ 2,517.54	\$ 	per T17-0141 and T17-0327 order 5
11/1/2018 Rent	\$ 2,786.41		\$ 3,968.44	(\$3084.74 base rent - \$298.33 for loss of deck)
11/5/2018 chk# 1662		\$ 2,517.54	\$	per T18-0305 order 4
12/1/2018 Rent	\$ 2,786.41		\$ 4,237.31	
12/7/2018 chk# 1665		\$ 2,517.54	\$ 1,719.77	
1/1/2019 Rent	\$ 2,786.41		\$ 4,506.18	
1/4/2019 chk# 1667		\$ 2,517.54	\$ 1,988.64	
2/1/2019 Rent	\$ 2,786.41		\$ 4,775.05	
2/4/2019 chk# 1670		\$ 2,517.54	\$ 2,257.51	
3/1/2019 Rent	\$ 2,953.44	 	\$ 	(\$3084.74 base rent - \$298.33 deck)
3/1/2019 2019 rent fee	\$ 34.00		\$ 	per T18-0305 order 4
3/4/2019 chk# 1672		\$ 2,517.54	\$ 2,693.41	
3/4/2019 chk# 1673		\$ 34.00	\$ 2,659.41	
4/1/2019 Rent	\$ 2,953.44	 	\$ 5,612.85	
4/3/2019 chk# 1676		\$ 2,517.54	\$ 3,095.31	
5/1/2019 Rent	\$ 2,953.44	 	\$ 6,048.75	
5/3/2019 chk# 1680		\$ 2,517.54	\$ 3,531.21	
6/1/2019 Rent	\$ 2,953.44		\$ 6,484.65	
6/4/2019 chk# 1683		\$ 2,517.54	\$ 3,967.11	
7/1/2019 Rent	\$ 2,786.41		\$	(\$3084.74 base rent - \$298.33 deck)
7/3/2019 chk# 1686		\$ 2,517.54	\$	per T18-0305 order 4
8/1/2019 Rent	\$ 2,786.41	 	\$ 7,022.39	

Γ	8/5/2019	chk# 1687			\$ 2,517.54	\$ 4,504.85	
	9/1/2019	Rent	\$	2,894.37		\$ 7,399.22	(\$3192.70 base rent - \$298.33 for deck)
-	9/5/2019	chk# 1692	1	-	\$ 2,517.54	\$ 4,881.68	3.5% allowed increase
	10/1/2019	Rent	\$	2,894.37		\$ 7,776.05	
	10/2/2019	chk# 1695			\$ 2,517.54	\$ 5,258.51	
	11/1/2019	Rent	\$	2,894.37		\$ 8,152.88	
	11/4/2019	chk# 1698			\$ 2,517.54	\$ 5,635.34	
	12/1/2019		\$	2,894.37		\$ 8,529.71	
	12/2/2019	chk# 1703			\$ 2,517.54	\$ 6,012.17	
	1/1/2020	Rent	\$	2,894.37		\$ 8,906.54	
	1/6/2020	chk# 1706			\$ 2,517.54	\$ 6,389.00	
	2/1/2020	Rent	\$.	2,894.37		\$ 9,283.37	
	2/1/2020	2020 rent fee	\$	50.50		\$ 9,333.87	
	2/4/2020	chk# 1708			\$ 2,517.54	\$ 6,816.33	
	2/21/2020	chk# 1711			\$ 50.50	\$ 6,765.83	
	3/1/2020	Rent	\$	2,894.37		\$ 9,660.20	
	3/4/2020	chk# 1713			\$ 2,517.54	\$ 7,142.66	
	4/1/2020	Rent	\$	2,894.37		\$ 10,037.03	
		chk# 1715			\$ 2,517.54	\$ 7,519.49	
	5/1/2020	Rent	\$	2,894.37		\$ 10,413.86	
	5/5/2020	chk# 1717			\$ 2,517.54	\$ 7,896.32	
	6/1/2020	Rent	\$	2,894.37		\$ 10,790.69	
	6/5/2020	chk# 1720			\$ 2,517.54	\$ 8,273.15	
	7/1/2020	Rent	\$	2,894.37		\$ 11,167.52	
		chk# 1722			\$ 2,517.54	\$ 8,649.98	
	8/1/2020	Rent	\$	2,894.37		\$ 11,544.35	
	8/5/2020	chk# 1725			\$ 2,517.54	\$ 9,026.81	
	9/1/2020	Rent	\$	3,006.11		\$	(\$3304.44 base rent less \$298.33 for loss of deck)
	9/4/2020	chk# 1727			\$ 2,517.54	\$ 9,515.38	2.7% allowed increase

Guest

Find Account 🤌 Registration 🎐 Calculation 🎐 Payment 🎐 Receipt

Business License Online Renewal

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date	1/21/2020
Confirmation #	148529

Account Information

Account #	00153400
Expire Date	12/31/2020
Name	WILLIAMS JOHN F & 421 ASSOCIATES
Address	2230 LAKESHORE AVE
City	OAKLAND
Phone	(510) 832-2628 x222

Summary

STD	Input	Amount
Enter 2019 Gross Receipts *(Enter estimated 2020 Gross Receipts if business started in Oakland in 2019)*	194,082	\$2,707.44
Enter Total # of Employees (Excluding Owners)		\$0.00
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$3.00
Total Due	1	\$2,714.44

Payment Information

Payment Amount

After printing or saving this page for your records, you may close this browser window/tab.

Powered by HclE⁴ Select Language V

Elected Officials Departments Boards and Commissions Staff Directory Services News & Updates Events Documents #OaklandLoveLife Oakland Library Visit Oakland Oakland Museum ☆ Home ○ Report a Problem Account # 00153400
 WILLIAMS JOHN F & 421 ASSOCIATES

\$2,714.44

For Assistance Email: btwebsupport@onklandca.gov Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 1320 Oakland, CA 94612

Hours: 8:00 AM-4:00 PM Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

000078

News Services Departments Events Official

Guest

Find Account -> Registration -> Calculation -> Payment -> Receipt

Business License Online Renewal Secure

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date 1/21/2020 Confirmation # 148362

Account Information

Account #	00153401
Expire Date	12/31/2020
Name	421 ASSOCIATES & WILLIAMS JOHN F
Address	2230 LAKESHORE AVE
City	OAKLAND
Phone	(510) 832-2628 x222

Summary

STD	Input	Amount
Total # of units per Alameda County Records:	8	\$808.00
Total Due		\$808.00

Payment Information

Payment Amount

\$808.00

After printing or saving this page for your records, you may close this browser window/tab.

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Elected Officials Departments Boards and Commissions Staff Directory Services News & Updates Events Documents #OaklandLoveLife Oakland Library Visit Oakland Oakland Museum ☆ Home [¬] Report a Problem Account # 00153401
 421 ASSOCIATES & WILLIAMS JOHN F

> For Assistance Email: btwebsupport@oaklandca.gov Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 1320 Oakland, CA 94612

Hours: 8:00 AM-4:00 PM Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

CITY OF OAK	LAND For Rent Adjustment Program date stamp.
	MENT PROGRAM
250 Frank H. Ogawa	
Oakland, CA 94612-	
(510) 238-3721	
CA Relay Service 71 CITY OF OAKLAND	
CITY OF OAKLAND <u>www.oaklandca.gov</u>	
DDODEDTV	
	OWNER RESPONSE
IOIE	NANT PETITION
Please fill out this form as completely as you	can. Use this form to respond to the Tenant Petition you received. By
	required time for filing, you will be able to participate in the hearing. Failure to ponse being rejected or delayed. See "Important Information Regarding Filing
	re information, including filing instructions and how to contact the Rent
Adjustment Program ("RAP") with questions. Addition	al information is also available on the RAP website. CONTACT A HOUSING DRE SUBMITTING. To make an appointment email <u>RAP@oaklandca.gov</u> .
Rental Unit Information	DRE SUBINITTING. To make an appointment email <u>RAP@oaklandca.gov</u> .
2230 Lakeshore Av	Certain Cakland, CA <u>97606</u> Unit Number Zip Code
Street Number Street Name	
Is there more than one street address on the parcel?	Yes If yes, list all addresses:
Type of unit(s) Gondominium	Number of units on property:
(<i>check one</i>): Apartment, room, or live-wor	Date acquired property: <u>872014</u>
	121-161, 720-193, 719-235, 719-186, 719-403 nt case(s): 718-305, 717-327, 717-144, 716-175, 715-374
Tenant Information	T14=492, T13-296
Name of Tenant Petitioner(s):	
Date tenant(s) moved into rental unit:l 2/2006	Initial rent amount: \$_2500 Is/are tenant(s) Uses
Property Owner Information	
First Name	Last Name
Company/LLC/LP (if applicable):	
Mailing address: 1305 Fentain St	8
Primary Telephone: 832-2628_ Other	Telephone: Email:EmailEmailEmailEmailEmailEmailEmailEmail
Property Owner Representative (Check or	e): D No Representative D Attorney D Non-attorney
First Name Last Name	Firm/Organization (<i>if any</i>)
Mailing Address:	
Phone Number:	Email:

Property Owner Response to Tenant Petition

Page 1 of 4

GENERAL FILING REQUIREMENTS

To file a Response to a Tenant Petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Property Owner Responses that are submitted without proof of compliance with the below requirements will be considered incomplete and may limit your participation in the hearing.

Requirement	Documentation					
Current Oakland business license	Attach proof of payment of your most recent Oakland business license.					
Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.					
Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	 Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. I first provided tenant(s) with the RAP Notice on (date): <u>9/17/12</u> I have never provided a RAP Notice. I do not know if a RAP Notice was ever provided. 					

PROPERTY OWNER CLAIM OF EXEMPTION

If you believe that the subject property is exempt from the Rent Adjustment Ordinance (pursuant to O.M.C. § 8.22.030), check each box below that is the claimed basis of exemption. Attach supporting documentation together with your response form. If you do not claim any exemption, proceed to the "Response to Tenant Petition" section on the following page.

The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code
1954.50, et seq.). If claiming this exemption, you must answer the following questions. Attach a separate sheet
if necessary.

- 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. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
- 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
- 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. (*Attach documentation.*)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or domitory owned and operated by an educational institution. (Attach documentation.)

Page 2 of 4

RESPONSE TO TENANT PETITION

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appro positi	opriate section ion together	on(s) below. You m	hay attach any docu e form. If you need	ments, photographs,	or other tang	ible evidence	ion on each claim in the e that support your ge or state your respons
A.			Unlawf	ul Rent Incre	ease(s)		
	Comple	te this section if an	y of the grounds fo	r the Tenant Petition	fall under Ca	tegory A on	the Tenant Petition.
List a	all rent incre	eases given withi	n the past five yea	rs, starting with the	e most recen	t increase.	
giver	tenant notice of ncrease:	Date rent increase went into effect:	Amount	of increase:	Did you pro RAP Notice notice of re increase?	e with the	Reason for increase (CPI, banking, or other):
	m/dd/yy)	(mm/dd/yy)	FROM	TO	YES	NO	a secondar da 🗸 🗸 🖄 Secondar a secondar a secondar
	<u>mps</u>	a/1/23	\$ 344.43	\$ 3544.67 *	<u> </u>		CPI
	1/rs/nz	a/1/22	\$ 334.20	\$3278.90	मि		
	1/10/21	9/1/21 Q/1/20	\$ 3218.90 \$ 3192.70	\$ 3341.20 \$ 3278.90	9 21		<u> </u>
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14380	Tei	nant Petition Gro	unds		Own	er Response	9
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C2)	Owner exe	mption based on fr	aud or mistake.				
C3)	because ov	itial rent amount w wner was not perm t limitation (O.M.C.	itted to set initial				

Property Owner Response to Tenant Petition Rev. 09/14/2022

Page 3 of 4

	(Required)
I/We declare under penalty of perjury pursuant to the la this response is true and that all of the documents attac	aws of the State of California that everything I/we said in check to the response are true copies of the originals.
alleef	10/01/23 Date
Property Owner 1 Signature	Date 7
Property Owner 2 Signature	Date
	ELECTRONIC SERVICE Recommended)
	d the OTHER PARTY/IES send you documents related to your ne RAP may send certain documents only electronically and not
I/We consent to receiving notices and docume PARTY/IES electronically at the email address	ents in this matter from the RAP and from the OTHER (es) provided in this response.
MEDIAT	ION PROGRAM
case as an alternative to the formal hearing process. A	
Mediation will only be scheduled if both parties agree to	mediate. Sign below if you agree to mediation in your case.
I agree to have the case mediated by a Rent Adjust	nent Program staff mediator.
Property Owner Signature	Date
INTERPRET	TATION SERVICES
If English is not your primary language, you have the rig Adjustment hearing and mediation session. You can re	ght to an interpreter in your primary language/dialect at the Rent quest an interpreter by completing this section.
I request an interpreter fluent in the following language at my Rent Adjustment proceeding:	 Spanish (Español) Cantonese (廣東話) Mandarin (普通话) Other:

-END OF RESPONSE-

Property Owner Response to Tenant Petition

Page 4 of 4

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM	For Rent Adjustment Program date stamp.	
	250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721		
TY of OAKLAND	CA Relay Service 711 www.oaklandca.gov/RAP		

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: <u>10 / 19 / 23</u> I served a copy of (*check all that apply*):

PROPERTY OWNER RESPONSE TO TENANT PETITION plus attached pages (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)

Other:

IIIII BAA

CI

by the following means (check one):

United States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Cartos e Glanda Didrickson
Address	2230 Lakeshore Are #7
City, State, Zip	Calclard. CA 94606

Name	
Address	
City, State, Zip	

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

1CD F

PRINTED NAME

0 SIGNATURE

10/19

DATE SIGNED

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	enewal has been submitted. Business tax certificates w ease contact the Business Tax office at (510) 238-3704			
Submission Date	2/4/2023	na manana manana mangina sana ya manana na kana manana na kana	nana nanara ing mananana nika na	, , , , , , , , , , , , , , , , , , ,
Confirmation #	408302			
Account Information				
Account #	00153400			
Expire Date	12/31/2023			
Name	WILLIAMS JOHN F & 421 ASSOCIATES			
Address	2230 LAKESHORE AVE			
City	OAKLAND			
Phone	(510) 832-2628 x222			
Summary				
		Input	Amount	
Tax Calculation				
	– Residential/Non-Residential Rental		\$2,972.08	
BT SB1186 (AB1379)		1	\$4.00	
BT Recordation and Tech		1	\$4.50	
	uding Owners - report only employees that work with		\$0.00	
	m (RAP) Calculation - only use whole numbers be	low		
a. Total # of units per Ala	neda County Records:	8	\$808.00	
Total Due		\$	53,788.58	
Payment Information				
Payment Amount			\$3,788.58	

After printing or saving this page for your records, you may close this browser window/tab.

Powered by HdL² Select Language | ▼

Elected Officials Departments Boards and Commissions Staff Directory Services News & Updates Events Documents #OaklandLoveLife Oakland Library Visit Oakland Oakland Museum For Assistance Email: btwebsupport@oaklandca.go Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 132

Commonwealth Management, Inc.

Real Estate Brokers License 0821583 1305 Franklin St #500, Oakland, Ca. 94612 Office: (510)832-2628 Fax:(510)834-7660

September 29, 2023

City of Oakland Rent Adjustment Program 250 Frank Ogawa Plaza #5313 Oakland, Ca. 94612 - 0243

By posting online and regular mail

RE: Didrickson v Dang

This letter includes additional information for consideration in response to the tenant petition dated 9/22/2023.

Tenant petition should be dismissed for the following reasons:

- 1) Improper service The tenant petition did not include the Notice to Property Owner as required by the City Ordinance.
- 2) The tenant was and is not current on his rent at the time of filing
- Tenant did not and will not comply with the hearing officers' orders for the following cases T16-175 dated 8/9/16, T17-141 and T17-327 dated 12/12/17, and T18-305 dated 2/6/19. T22-0178. Tenant has violated these orders with impunity. Sanctions should be imposed.
- 4) Annual rent increases have been based only on the allowable rate as established by the city. Legal rent is \$3441.43 effective 9/1/22. With CPI increase of 3%, legal rent is \$3544.67 effective 9/1/23. After deductions of \$293.33 for loss of deck, \$55.73 for leak, \$27.86 for electrical problem, and \$27.86 for door handle, net rent is \$3134.15.
- 5) We are requesting that all deductions for loss of housing services be eliminated for the following reasons:

Tenant has been accessing the former deck/current roof for storage just like it was a deck without permission. He is damaging the roof. He should remove all of his personal belongings or forfeit the credit. The door handle to the patio door accessing the roof was not replaced to discourage tenant from accessing roof. See attached photos showing Tenant's current use of the roof in 2023 and former use of the deck in 2016.

The monthly credit of \$293.33 for loss of use of the deck should be cancelled. If the credit is not cancelled, we request authorization to permanently prevent further access and damage to the roof by nailing the doors shut and removing the door handle. The credit of \$27.86 for the door handle should also be cancelled.

The fire inspector recently pointed out that a possible cause of premature electric breakers tripping can be caused by the old Pacific Breakers that were in the electric subpanel. We have replaced all of those breakers as of January 2023 and no further reports of breakers tripping have been received. A copy of the invoice is attached. The credit for electrical problems of \$27.86 should be cancelled.

A roofing contractor, a mechanical contractor and two handymen have all examined the vent and roof above the tenant's bedroom. They added caulking to several additional areas and have confirmed that there is no visible leak. Tenant has not produced any evidence of any further leaks. The credit of \$55.73 should be cancelled.

Very truly yours,

alle

Ted W. Dang Property Manager



2230 LACERTORE AVE #7 PLAINTIFFS DECK

2016

5B





2230 LAKEHORE AVE # 7 PLAINTIFFS DEUK BEFORE

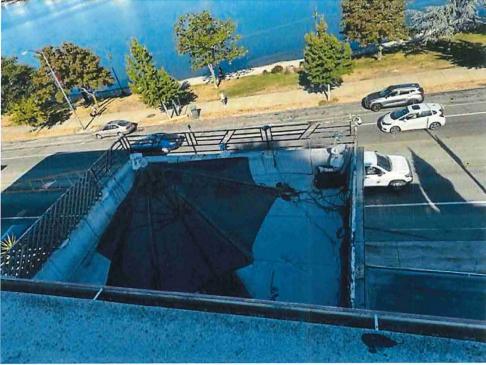
APPROX 2016

5A

12/16/23







000091

Gerrard Electric

99 Ardmore Rd. Kensington, CA 94707

Invoice

Date	Invoice #
1/13/2023	1176

Bill To	Ship To
Commonwealth Co 1305 Franklin St Oakland, CA	2230 Lakeshore Ave Oakland, CA

P.O. Number	Terms		Rep	Ship	Via	F.C	D.B.	Project
	Due on receip	ot		1/13/2023				
Quantity	Item Code	1		Descript	ion		Price Each	Amount
1 El	lectrical Work	Chang subpar	e out hou nel. Provi	ise subpanel. Establi	ish ground bond f	for new	1,950.00	1,950.0
						1	Total	\$1,950.0



DECLARATION OF RESIDENTIAL PROPERTY RENT REGISTRATION COMPLIANCE OR EXEMPTION

<u>Purpose of This Form</u>: Oakland Municipal Code, Section 8.22.090.B.1.c.ii states that, after July 1, 2023, property owners are required to provide evidence of registration with the Rent Adjustment Program (RAP) for each affected covered unit in the building prior to the petition or response being filed. Given that July 1, 2023 was a Saturday, property owners' actual deadline to register was July 3, 2023.

Since July 3, 2023, certain property owners have filed petitions or responses using old RAP forms that did not include this new requirement. Thus, the purpose of this form is to allow property owners who were registered prior to filing their petition or response to submit to RAP evidence of registration AND to serve the tenant with this evidence.

Deadline to Serve and Submit This Declaration: Property owners must submit this declaration (and the accompanying documents) within thirty (30) days from the date the Notice of Incomplete Petition / Response was served with a proof of service on the tenant(s).

Dismissal for Failure to Provide Evidence of Registration: RAP will dismiss any property owner petition or response submitted after July 3, 2023, if the property owner does not provide evidence of registration.

Tenant's Challenge: Tenants can challenge the owner's rent registration declaration. To do so, at least seven (7) days prior to the hearing date, tenants must serve on the property owner and file any supporting evidence of the tenant's challenge (along with any other supporting evidence of their case) with RAP. If the tenant decides to challenge the owner's declaration, the tenant will have to provide evidence that, for instance, the owner misrepresented information in their registration about the dwelling unit, failed to provide publicly available information, or failed to even ask the tenant for any missing information that was required on the rent registration forms. If a Hearing Officer finds in favor of the tenant on the tenant's challenge to the owner's declaration of rent registration compliance, any requested rent increase will be subject to penalties outlined in OMC 8.22.510.C.

Rent Registration Copies For Pending RAP Petition Cases: For purposes of a pending rent adjustment petition case, property owners and tenants of the residential dwelling units subject to a pending rent adjustment petition can request a copy of the Property Registration and Residential Unit Registration forms or a copy of a document containing the registration data related to property registration and residential unit registration was done through RAP's online registration portal by directly emailing RAP's Rent Registry Unit at rentregistry@oaklandca.gov.

When making a request for copies, please provide your name, property address, residential unit number(s) if applicable, and RAP petition case number if already assigned to your case. The subject line of your email requesting registration information should read *REGISTRATION COPY FOR PETITION PURPOSES/[street number][street name]*.

For property owners: If the property registration was done online or via email, please use the same email address used for the registration or copy that email address if you are requesting information on behalf of the property owner.

Requests for registration information NOT related to a pending RAP petition case or submitted by other than the parties to a pending RAP petition case or their representatives should be submitted through NextRequest

Form – Owner's Declaration of Registration Compliance Form – 08.25.2023 Page 1 of 2



at: https://www.oaklandcityattorney.org/how-do-i/request-public-records/

PROPERTY OWNER'S DECLARATION OF RENT REGISTRATION COMPLIANCE:

Case Name/Number:	123-0140
Property Address:	2230 Lakoshore Ave

(1) On ______, I used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown.

To support this declaration, I am providing:

□ If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building.

If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online.

OR

(2) Declaration of Exemption:

□ The above listed residential property is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, this petition or response is not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

I/We declare under penalty of perjury pursuant to the laws of the State of California that this declaration is true and that all the documents attached to this declaration are true copies of the originals.

FUIDO (Print Name)

(Signature)

10/20/23 (Date)

	CITY OF OAKLAND BUSINESS TAX CERTIFICATI	S	A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.
ACCOUNT NUMBER 00153400 DBA BUSINESS LOCATION BUSINESS TYPE	complying with the requirements of any other agency of the	poses only. It does not relieve the taxpayer from the responsibility of City of Oakland and/or any other ordinance, law or regulation of the Business Tax Certificate expires on December 31st of each year. Per period until March 1st the following year.	ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.
	TED DANG 1305 FRANKLIN ST STE 500 OAKLAND, CA 94612-3224		PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

Overview

Parcel Number : 023041401300	Site Address : 2230 LAKESHORE AVE OAKLAND CA 94606 US Year Built : 1953	ŀ
Assessor Total Unit Count : 8	Total Units Added : 8 Property Status : Registration Completed	

← Back

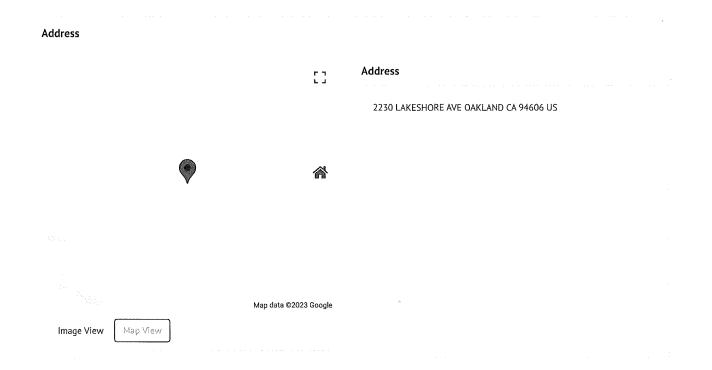
INSTRUCTIONS TO REGISTER YOUR PROPERTY

Step 1: Update Contact Information. Scroll down to 'Contacts' and click "Add Contact" to add necessary contacts (Primary Owner and Property Manager). You must add BOTH a Primary Owner and Property Manager contact. If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. After you have added both contacts, use "Contact Preferences" button to designate who should receive future rent registry communications.

Step 2: Add Units. Scroll down to "Unit Inventory" and click on "Add Unit" (top right) and add ALL residential units to the unit inventory. After adding units to inventory, you may claim individual unit(s) exempt by clicking on each unit's yellow "Action" button.

Step 3: Claim Exemption(s). Once all units are added, use each unit's yellow "Action" button to claim an exemption for individual units (e.g., "Owner-occupied"). Note: If you believe your entire property is exempt from rent registration requirements, then use the blue property "Action" button to submit a property-wide exemption.

Step 4: Submit for Registration: After you have added all units and/or claimed any exemptions, use the blue property "Action" button at the top right corner of the page to submit property for registration. After submitting, you will receive a confirmation email from RAP.



Click on green "Add Contacts" button to add necessary contacts (Primary Owner and Property Manager). You must add BOTH a Primary Owner and Property Manager contact in order to submit your property for registration. If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. Use Action buttons next to each contact name to edit address and other contact information. After you have added both an Owner and Property Manager contact, use "Contact Preferences" button to designate who should receive future Rent Registry communications.

Contacts					🔶 Contact P	
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Associated to asset as	Contact Type	Name	Address		Phone Number	Em
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order to increase the rent after the repairs the owner must provide the necessary notices pursuant to Civil Code § 827.

Should the owner wish to, he can pay the restitution owed to the tenants in one lump sum. If the owner pays the restitution, the tenants must stop deducting the \$167.03 per month from their current legal rent.

The owner may otherwise be entitled to a rent increase under the Rent Adjustment Ordinance and California Law that goes into effect at any time after July 1, 2018.

ORDER

1. Petition T17-0141 and T17-0327, are granted in part and denied in part.

2. The base rent for the unit, effective July 1, 2017, is \$2,983.31.

3. Due to the loss of their wooden patio deck, the tenants are entitled to an ongoing rent decrease of 10% of the rent. Before consideration of restitution, the tenants current legal rent is \$2,684.98 a month, effective January 1, 2018.

4. The tenants are owed restitution in the amount of \$1,503.23 due to the combination of underpaid rent and past decreased housing services. This overpayment is adjusted by a rent decrease for the next 9 months in the amount of \$167.03 a month.

5. The Didricksons' rent for the months of January 2018 through September of 2018 is \$2,517.95 a month. Unless a comparable wooden deck is provided and proper notices sent (see below), their rent reverts to the current legal rent of \$2,684.98 per month in October of 2018.

6. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33 a month. In order to increase the rent after repairs are made, the owner must provide the necessary notice pursuant to Civil Code § 827. However, rent restoration after repairs are made is not considered a rent increase for the purposes of the Rent Adjustment Ordinance.

7. Nothing in this Order prevents the owner from noticing a rent increase to increase the Didricksons' rent according to the laws of the Rent Adjustment Ordinance and the State of California as long as the rent increase does not go into effect before the anniversary date of July 1, 2018.

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

Dated: December 12, 2017

Barbara M. Cohen Hearing Officer Rent Adjustment Program

Accordingly, the tenants underpaid their rent by \$668.12 (\$167.03 per month x 4 months).

The CPI is calculated from the base rent. The allowable CPI for the period from July 1, 2018, to June 30, 2019 is 3.4%, which is \$101.43 of \$2,983.31. The new base rent with the CPI totals \$3,084.74. This is before any reduction. The CPI was properly calculated and the new proposed base rent increase is valid.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent⁶ and may be corrected by a rent adjustment.⁷ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."⁸ The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, the tenants must establish they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief.

<u>Patio Door and Handle</u>: This identical claim was raised, addressed, adjudicated and denied in prior case T17-0327. This Hearing Decision became final. Therefore, this claim is denied.

<u>Heating Vent Leak</u>: This claim will not be addressed because it is currently pending on appeal in case T18-0238. Therefore, this claim is dismissed.

Loss of Wooden Patio Deck: Since the condition remains unchanged, the tenants will continue to receive an on-going reduction of \$298.33 per month as ordered for this item in T17-0327. This claim is granted.

ORDER

1. The Tenant Petition T18-0305 is granted in part and denied in part.

2. Effective July 1, 2018, the tenant's new base rent is \$3,084.74 per month.

⁷ O.M.C. §8.22.110(E)

⁶ O.M.C. §8.22.070(F)

⁸ Green v. Superior Court (1974) 10 Cal. 3d 616 at p. 637

3. The claim for an on-going decreased housing services is granted in the amount of \$298.33 and will continue as ordered in T17-0327. Before any adjustments/restitutions, the tenants current legal rent is \$2,786.41, effective March 1, 2019.

4. The tenants underpaid their rent when they continued paying 2,517.95 instead of 2,684.98 for October through February (4 months) by 668.12 (167.03×4 months). This amount will increase the monthly rent by 167.03 for the next 4 months to offset the underpayment. The rent will be 2,953.44 (2,786.41 + 167.03) for the next four months (March, April, May and June). In July of 2019, the rent will revert to the current legal rent of 2,786.41.

5. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33. In order to increase the rent after restoration of services, the owner must provide the necessary notice pursuant to Civil Code §827 and the Rent Adjustment Ordinance.

6. The owner is otherwise entitled to a rent increase according to the law of the Rent Adjustment Ordinance and the State of California as long as the effective date of the rent increase is not before July 1, 2019.

<u>Right to Appeal</u>: **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 6, 2019

Linda M. Moroz Hearing Officer Rent Adjustment Program

T19-0186 T19-0235

RESTITUTIONMONTHLY RENTMONTHLY RENTTOTAL TO BE REPAID TO TENANT\$3,462.78TOTAL AS PERCENT OF MONTHLYRENTAMORTIZED OVER12ORMONTHS BY HEARINGOVEROFFICER IS

ORDER

1. The tenant petitions are granted with respect to the issues raised in the March 19, 2019, Notice of Violation.

2. Pursuant to Case Number T18-0305, the tenants' base rent is \$3,084.74 effective July 1, 2018. Due to ongoing decreased housing services granted in prior cases in the amount of \$298.33 for loss of patio space, the tenants' legal rent is \$2,786.41, effective March 1, 2019, before consideration of any restitution ordered by this Remand Hearing Decision.

3. Due to ongoing decreases in housing services granted in this Remand Hearing Decision, the tenants' rent is reduced by 4% (\$111.45). The tenants' new current legal rent, before consideration of restitution, is \$2,674.96 a month. The tenants may begin paying the reduced rent of \$2,674.96 once this Hearing Decision is 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. Due to past decreased services, the tenants are owed restitution in the amount of \$3,462.78. However, the tenants have been underpaying rent by paying \$2,517.54 instead of \$2,786.41 since at least March 1, 2019, if not earlier. Therefore, the owner is instructed to deduct the restitution from the total rent owed due to rent underpayments.

5. If the owner repairs the leak in the bedroom ceiling heating vent, the owner can increase the rent by 2% (\$55.73 a month), if the owner repairs the patio sliding door handle, the owner can increase the rent by 1% (27.86 a month), and if the owner repairs the electric breaker, the owner can increase the rent by 1% (27.86 a month). In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code § 827 and the Rent Adjustment Ordinance

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

Dated: January 25, 2022

Maimoona Ahmad

Maimoona Ahmad Hearing Officer City of Oakland Rent Adjustment Program

Tenant Ledg	er	1		T	 · · ·	
	kson (cardid)	1.			 · · · · · ·	
2230 Lakesh			C		 	
Date	Description	(Charges	Payments	Balance	
9/1/2017			2,983.31		\$	\$2983.31 base restored
	chk# 1630	15666468		\$ 2,619.00		per T17-0141
10/1/2017		\$	2,983.31		\$ 3,347.62	
	chk# 1632			\$ 2,619.00	 728.62	
11/1/2017	Rent	\$	2,983.31		\$ 3,711.93	
11/3/2017	chk# 1634		÷ .	\$ 2,619.00	1,092.93	0
12/1/2017	Rent	\$	2,983.31		\$ 4,076.24	
12/5/2017	chk# 1636		· · · ·	\$ 2,619.00	\$ 1,457.24	
1/1/2018	Rent	\$	2,517.95		\$ 3,975.19	
1/2/2018	chk# 1638	1		\$ 2,517.95	\$ 1,457.24	
2/1/2018	Rent	\$	2,517.95		\$ 3,975.19	
2/2/2018	chk# 1641			\$ 2,517.54	\$ 1,457.65	\$2983.31 base less \$298.33 deck less \$167.03
2/8/2018	2018 City of Oakland Rent Program fe		34.00	1	\$ 1,491.65	per T17-0141 and T17-0327 order 4 & 5
3/1/2018		\$	2,517.95		\$.4,009.60	
3/5/2018	chk# 1643			\$ 34.00	\$ 3,975.60	
	chk# 1645 3		Λ.	\$ 2,517.54	\$ 1,458.06	
4/1/2018		\$	2,517.95		\$ 3,976.01	
	chk# 1647			\$ 2,517.54	\$ 1,458.47	
5/1/2018		\$	2,517.95		\$ 3,976.42	
	chk# 1651			\$ 2,517.54	\$ 1,458.88	A MO DE LA CONTRACTA DE LA CONTRAC
6/1/2018		\$	2,517.95	•	\$ 3,976.83	
	chk# 1652		4 4	\$ 2,517.54	\$ 1,459.29	
7/1/2018		\$	2,786.41	6	\$ 	\$3084.74 less \$298.33
	chk# 1654			\$ 2,517.54	\$	per T18-305 order 2
8/1/2018		\$	2,786.41	-	\$ 4,514.57	
	chk# 1656			\$ 2,517.54	\$ 1,997.03	
9/1/2018		\$	2,786.41		\$ 4,783.44	
	chk# 1659			\$ 2,517.54	\$ 2,265.90	
10/1/2018		\$	2,684.98		\$ 	\$2983.31 base less \$298.33 deck less \$167.03
10/5/2018				\$ 2,517.54	\$	per T17-0141 and T17-0327 order 5
11/1/2018		\$	2,786.41		\$ the second s	\$3084.74 base less \$298.33
11/5/2018				\$ 2,517.54	\$ 	per T18-0305 order 4
12/1/2018	Rent	\$	2,786.41	. 1	\$ 5,488.62	

40/7/0040 -11-1/ 4005		0 0 547 54	A 0.074.00		
12/7/2018 chk# 1665		\$ 2,517.54			
1/1/2019 Rent	\$ 2,786.41		\$ 5,757.49		
1/4/2019 chk# 1667		\$ 2,517.54			
2/1/2019 Rent	\$ 2,786.41		\$ 6,026.36		
2/4/2019 chk# 1670		\$ 2,517.54			
3/1/2019 Rent	\$ 2,674.96			\$3084.74 base less \$298.33	
3/1/2019 2019 RAP fee	\$ 34.00		\$ 6,217.78	per T18-0305 order 4	
3/4/2019 chk# 1672		\$ 2,517.54	\$ 3,700.24	revised to \$2674.96	
3/4/2019 chk# 1673	1	\$ 34.00	\$ 3,666.24	per T19-0186	
4/1/2019 Rent	\$ 2,674.96		\$ 6,341.20	w/addl \$111.45 credit	-
4/3/2019 chk# 1676		\$ 2,517.54	\$ 3,823.66		
5/1/2019 Rent	\$ 2,674.96	4	\$ 6,498.62		
5/3/2019 chk# 1680		\$ 2,517.54	\$ 3,981.08		
6/1/2019 Rent	\$ 2,674.96	· · · · · · · · · · · · · · · · · · ·	\$ 6,656.04		
6/4/2019 chk# 1683		\$ 2,517.54	\$ 4,138.50		
7/1/2019 Rent	\$ 2,674.96		\$ 6,813.46		
7/3/2019 chk# 1686		\$ 2,517.54	\$ 4,295.92		
8/1/2019 Rent	\$ 2,674.96		\$ 6,970.88	and the second sec	
8/5/2019 chk# 1687	1	\$ 2,517.54	\$ 4,453.34		
9/1/2019 Rent	\$ 2,782.92	- 8	\$ 7,236.26	\$3192.70 base less \$298.33	
9/5/2019 chk# 1692	35	\$ 2,517.54	\$ 4,718.72	3.5% increase allowed	
10/1/2019 Rent	\$ 2,782.92		\$ 7,501.64	less 111.45	
10/2/2019 chk# 1695		\$ 2,517.54	\$ 4,984.10		
11/1/2019 Rent	\$ 2,782.92		\$ 7,767.02	3 2 0 1	4.) mar
11/4/2019 chk# 1698		\$ 2,517.54	\$ 5,249.48	1. A A A A A A A A A A A A A A A A A A A	
12/1/2019 Rent	\$ 2,782.92		\$ 8,032.40		
12/2/2019 chk# 1703	-12	\$ 2,517.54	\$ 5,514.86		
1/1/2020 Rent	\$ 2,782.92		\$ 8,297.78		-
1/6/2020 chk# 1706	C 1	\$ 2,517.54	\$ 5,780.24		
2/1/2020 Rent	\$ 2,782.92		\$ 8,563.16		
2/1/2020 2020 RAP fee	\$ 50.50		\$ 8,613.66	1	
2/4/2020 chk# 1708		\$ 2,517.54	\$ 6,096.12		
2/21/2020 chk# 1711			\$ 6,045.62		1. 1
3/1/2020 Rent	\$ 2,782.92	· · · · ·	\$ 8,828.54		
3/4/2020 chk# 1713		\$ 2,517.54			
4/1/2020 Rent	\$ 2,782.92		\$ 9,093.92	4	
4/17/2020 chk# 1715		\$ 2,517.54			
		, _,		have been a second s	

				· · · · · · · · · · · · · · · · · · ·	·
5/1/2020 Rent	\$ 2,782.92		\$ 9,359.30		
5/5/2020 chk# 1717	-	\$ 2,517.54			
6/1/2020 Rent	\$ 2,782.92		\$ 9,624.68		
6/5/2020 chk# 1720		\$ 2,517.54	\$ 7,107.14		
7/1/2020 Rent	\$ 2,782.92		\$ 9,890.06		
7/3/2020 chk# 1722	•	\$ 2,517.54	\$ 7,372.52		
8/1/2020 Rent	\$ 2,782.92		\$ 10,155.44		
8/5/2020 chk# 1725		\$ 2,517.54	\$ 7,637.90		
9/1/2020 Rent	\$ 2,869.12	÷	\$ 10,507.02	\$3278.90 base less \$298.33	
9/4/2020 chk# 1727	S	\$ 2,517.54	\$ 7,989.48	2.7% increase allowed	
10/1/2020 Rent	\$ 2,869.12		\$ 10,858.60	less 111.45	
10/3/2020 chk# 1729		\$ 2,517.54	\$ 8,341.06		
11/1/2020 Rent	\$ 2,869.12	· ·	\$ 11,210.18		
11/4/2020 chk# 1735		\$ 2,517.54	\$ 8,692.64		
12/1/2020 Rent	\$ 2,869.12		\$ 11,561.76		
12/3/2020 chk# 1736		\$ 2,517.54	\$ 9,044.22		
1/1/2021 Rent	\$ 2,869.12		\$ 11,913.34		
1/6/2021 chk# 1737	and the second distance of the second s	\$ 2,517.54	\$ 9,395.80	A consideration of the constant of the constan	
2/1/2021 Rent	\$ 2,869.12		\$ 12,264.92		
2/1/2021 2021 RAP fee	\$ 50.50		\$ 12,315.42		
2/3/2021 chk# 1741		\$ 2,517.54	\$ 9,797.88		
2/8/2021 chk# 1742		\$ 50.50	\$ 9,747.38		
3/1/2021 Rent	\$ 2,869.12		\$ 12,616.50		
3/4/2021 chk# 1745	en en ellegan e Station	\$ 2,517.54			
4/1/2021 Rent	\$ 2,869.12		\$ 12,968.08		
4/5/2021 chk# 1746		\$ 2,517.54	franciscus and an and a second s		
5/1/2021 Rent	\$ 2,869.12		\$ 13,319.66		
5/4/2021 chk# 1747		\$ 2,517.54	\$ 10,802.12		
6/1/2021 Rent	\$ 2,869.12	·	\$ 13,671.24		
6/4/2021 chk# 1748		\$ 2,517.54	\$ 11,153.70		
7/1/2021 Rent	\$ 2,869.12		\$ 14,022.82		
7/6/2021 chk# 1750		\$ 2,517.54	\$ 11,505.28		
8/1/2021 Rent	\$ 2,869.12		\$ 14,374.40		
8/3/2021 chk# 1751		\$ 2,517.54			
9/1/2021 Rent	\$ 2,931.42			\$3341.20 base less \$298.33	
9/3/2021 chk# 1752		\$ 2,517.54	\$ 12,270.74		
10/1/21 Rent	\$ 2,931.42		\$ 15,202.16	less 111.45	

14 C	and the second								
10/4/21 ck 1753			· · · · · · · · · · · · · · · · · · ·	\$ 2,517.54	\$ 12,684.62		ľ		
11/1/21 Rent	·.	\$	2,931.42		\$ 15,616.04		1		
11/3/21 ck 1754	· · · · ·		÷.	\$ 2,517.54	\$ 13,098.50				
12/1/21 Rent		\$	2,931.42		\$ 16,029.92	· · · · · · · · · · · · · · · · · · ·			
12/3/21 ck 1755	· · · · · · · · · · · · · · · · · · ·		· · · · ·	\$ 2,517.54	\$ 13,512.38				
1/1/22 Rent		\$	2,931.42		\$ 16,443.80				
1/4/22 chk# 1737	· · · · ·			\$ 2,517.54	\$ 13,926.26				
2/1/22 Rent		\$	2,931.42		\$ 16,857.68				· ·
2/3/22 ck 1757				\$ 2,517.54	\$ 14,390.64				
2/17/22 2022 RAP fee	* 24 * 4 *	\$	50.50		\$ 14,441.14				
3/1/22 Rent		\$	2,869.12		\$ 17,310.26				
3/4/22 ck 1760				\$ 2,517.54	\$ 14,792.72				
4/1/22 Rent		\$	2,869.12		\$ 17,661.84				
4/2/22 ck 1762				\$ 2,517.54	\$ 15,144.30				
5/1/22 Rent	3	\$	2,869.12		\$ 18,013.42				
5/5/22 ck 1763				\$ 2,517.54	\$ 15,495.88				
6/1/22 Rent		\$	2,869.12		\$ 18,365.00				
6/3/22 ck 1764			y na national and a second	\$ 2,517.54	\$ 15,847.46	in the second	am		
7/1/22 Rent		\$	2,869.12		\$ 18,716.58				
7/5/22 ck 1765				\$ 2,517.54	\$ 16,199.04				
8/1/22 Rent		\$	2,869.12	•	\$ 19,068.16				
8/1/22 ck 1765				\$ 2,517.54					
9/1/22 Rent	sta - Ş	\$	2,931.42			\$3341.20 base less \$2	298.33		
9/3/22 ck 1769	6	·		\$ 2,517.54		1.9% increase			
10/1/22 Rent		\$	2,931.42		 19,895.92	less 111.45			
10/4/22 ck 1771	**** 7.			\$ 2,517.54	17,378.38				
11/1/22 Rent		\$	2,931.42		20,309.80			the second second	e e
11/4/22 ck 1772	10 - 4 - 4			\$ 2,517.54					
12/1/22 Rent	0.	\$	2,931.42	· .	\$ 20,723.68				1
12/2/22 ck 1774				\$ 2,517.54	 18,206.14				
1/1/23 Rent		\$	2,931.42		\$ 21,137.56				
1/4/23 ck 1775	tion and the second			\$ 2,517.54	18,620.02				
2/1/23 Rent		\$	2,931.42		\$ 21,551.44				
2/1/23 ck 1776	el Alexandre			\$ 2,517.54	\$ 19,084.40				
2/17/23 2023 RAP fee		\$	50.50		 19,134.90				
3/1/23 Rent	4. e • ' • '	\$	2,931.42		22,066.32				
3/4/23 ck 1777				\$ 2,517.54	\$ 19,548.78				
· · · · · · · · · · · · · · · · · · ·					 -4			· · ·	

	· · ·	
4/1/23 Rent	\$ 2,931.42 \$ 22,480.20	
4/1/23 ck 1779	\$ 2,517.54 \$ 19,962.66	
5/1/23 Rent	\$ 2,931.42 \$ 22,894.08	
5/1/23 ck 1780	\$ 2,517.54 \$ 20,376.54	
6/1/23 Rent	\$ 2,931.42 \$ 23,307.96	
6/1/23 ck 1781	\$ 2,517.54 \$ 20,790.42	
7/1/23 Rent	\$ 2,931.42 \$ 23,721.84	
7/1/23 ck 1784	\$ 2,517.54 \$ 21,204.30	
8/1/23 Rent	\$ 2,931.42 \$ 24,135.72	
8/1/23 ck 1785	\$ 2,517.54 \$ 21,618.18	
9/1/23 Rent	\$ 2,931.42 \$ 24,549.60	
9/1/23 ck 1786	\$ 2,517.54 \$ 22,032.06	
10/1/23 Rent	\$ 2,931.42 \$ 24,963.48	
10/1/23 ck 1788	\$ 2,517.54 \$ 22,445.94	



250 FRANK OGAWA PLAZA, OAKLAND, CA 94612

CITY OF OAKLAND

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX(510) 238-6181 CA RELAY 711

CASE NUMBER: T19-0403, Didrickson v. Commonwealth Co.

PROPERTY ADDRESS: 2330 Lakeshore Ave. \$7, Oakland, CA

HEARING DATE: March 4, 2020

INTRODUCTION

A Notice of Hearing was mailed to all of the parties, including the tenant petitioners, at their address of record. The Hearing came on regularly on March 4, 2020 at 10:00 A.M.

DISMISSAL

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

RIGHT TO APPEAL

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

Dated: March 4, 2020

STEPHEN KASDIN Hearing Officer Rent Adjustment Program

¹ Regulations, Section 8.22.110(G)

PROOF OF SERVICE Case Number T19-0403

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

Dismissal

Manager

Allen Sam, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

Owner

Ted Dang, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

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 04, 2020** in Oakland, CA.

Raven Smit

Oakland Rent Adjustment Program

CITY OF OAKLAND CITY OF OAKLAND CITY OF OAKLAND	IENT PROGR	AM 2022 MAR 24 PM 2: 15
Appellant's Name CARlos Glenda Didrickson		D Owner Tenant
2230 LAKESHORE AUC APT 7 OAKIAND, CA. 94606		
Appellant's Mailing Address (For receipt of notices 2230 LAKESHORE AVE APT 7 OAKIAND. LA 94606		se Number T19-403 te of Decision appealed
Name of Representative (if any)	Representat	ive's Mailing Address (For notices)

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

- 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.).

 - d) The decision violates federal, state or local law. (In your explanation, you must provide a detailed statement as to what law is violated.)

For more information phone (510) 238-3721.

Rev. 6/18/2018

- 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.)

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 <u>MAZCH 23</u>, 20 2.0, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Allen SAM Common Wealth INC
Address	1305 FRANKLIN ST SUITE SOO
City, State Zip	OAKIANÁ, CA 94612
Name	
Address	
City, State Zip	

Carlo Glanda Debuch-3-23-2020 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE DATE

For more information phone (510) 238-3721.

Rev. 6/18/2018

IMPORTANT INFORMATION:

This appeal must be <u>received</u> 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 <u>must</u> 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 <u>must</u> 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 predesignated to Rent Adjustment Staff.

Tenants, Carlos and Glenda Didrictson, did not recieve any notice regarding the mediation/hearing scheduled for March 4,2020

In addition to the above, MrStephen Kasbin's letter to us (Dated March 4, 2020), was sent to the wrong address, our address is not 2330 Lakeshore Avenue \$7 Oakland Calif.

For more information phone (510) 238-3721.

Rev. 6/18/2018

DIDRICKSON v. COMMC 'EALTH COMPANIES, INC.

APPEAL: T19-0403

T. P. M. X. J.

RECEIVED APR 14 2020 NENT ADJUSTMENT PROGRAM OAKLAND

ARGUMENT

Tenant's petition for relief was dismissed due to their failure to attend the mediation/hearing held on March 4, 2020. However, Tenants Carlos and Glenda Didrickson did not receive any notice regarding the mediation/hearing scheduled for that date.

In addition to the above, Mr. Stephen Kasdin's recent letter to us (dated March 4, 2020) was sent to the wrong address. Our address is not 2330 Lakeshore Ave. \$7, Oakland, California. Our correct address is noted below:

> 2230 Lakeshore Avenue, Unit 7 Oakland, Calif. 94606

We also are very grateful that someone residing at 2330 Lakeshore took the time to deliver the above-referenced letter to our apartment building. Otherwise, we would have been unable to make this timely appeal.

We have attached a copy of the March 4, 2020 letter sent to us by the RAP (exhibit 1). In addition, we have attached a copy of the "Notice of Violation" issued by the City of Oakland (exhibit 2). And lastly, we have included a copy of Commonwealth's rent increase notice (exhibit 3).

DECREASED HOUSING SERVICES

Commonwealth's proposed rent increase is 27% higher than what is actually allowed under the RAP's 2019/2020 CPI rent control guidelines. Also, because the current CPI ceiling is 3.5%, Commonwealth's

1

actual rental demand is for an increase of 30.5%. Consequently, Commonwealth's rental demand is not only preposterous, it is invalid on its face!!!! Moreover, Commonwealth has provided no facts to justify such an outrageous and unlawful rent increase demand.

In the fall of 2018, we contacted Commonwealth and informed the company that the electrical breaker unit did not work properly, causing frequent electrical blackouts in our apartment. However, Commonwealth did nothing in response to our complaints. Finally, after several months, we contacted the City of Oakland.

On March 11, 2019, the Oakland Planning and Building Department inspected our premises and issued a "Notice of Violation" on March 19, 2019 (see exhibit 2). Over a year has now passed since the "Notice of Violation" was issued, and Commonwealth still has done nothing at all to rectify this problem; in addition to other issues listed in the notice.

Incredibly, after ignoring us for over a year and a half, Commonwealth Companies Inc. wants a rent increase of 30.5%!!!!! Consequently, we do not believe that Commonwealth should be rewarded for openly disregarding the notice of violation issued by the City and blatantly ignoring the RAP's 2019/2020 CPI rent control guidelines.

CONCLUSION

Given the foregoing, we are asking that either a Board Panel or the full Board hear our request to reinstate our petition rights and ultimately issue a ruling in this matter. Specifically, we are asking that the Panel or full Board deny Commonwealth's rent increase demand and honor our request for decreased housing services.

000114

Respectfully submitted,

Carlos Didrickson

Carlo Ded

Glenda Didrickson Bienda Didrickson





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

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER:	T18-0238, Didrickso	on v. Commonwealth Co.
APPEAL HEARING:	May 27, 2021	
PROPERTY ADDRESS:	2230 Lakeshore Ave Oakland, CA	enue, No.7
APPEARANCES:	Glenda Didrickson Carlos Didrickson Eric Wright Ted Dang	Tenant Appellant Tenant Appellant Tenant Representative Owner Respondent

PROCEDURAL BACKGROUND

On April 20, 2018, tenants Glenda Didrickson and Carlos Didrickson filed a petition alleging decreased housing services under 5 different bases. At the time of the hearing, the parties agreed that the only remaining issue pursuant to the petition for decreased housing services was the blue tarp covering the window.

RULING ON THE CASE

The Hearing Officer awarded a 1% rent reduction from December 2017 through December 2018 for the window due to the tarp covering.

GROUNDS FOR APPEAL

The tenants appealed, arguing that the 1% reduction the Hearing Officer awarded was too low. Because the windows were large, the tenants asked for \$25 per day rather than \$1.44 per day that was awarded.

BOARD APPEAL DECISION

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, K. Friedman moved to uphold the Hearing Decision based on substantial evidence. T. Williams seconded.

The Board voted as follows:

Aye:J. Ma Powers, A. Graham, S. Devuono-Powell, R. Nickens,
Jr., R. Auguste, K. Friedman, T. WilliamsNay:NoneAbstain:None

The motion was adopted.

NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

Chanee Franklin Minor Program Manager HCD/Rent Adjustment Program

CHANEE FRANKLIN MINOR BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

CITY OF OAKLAND



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

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER:	T19-0403, Didrickso	on v. Commonwealth Co.
APPEAL HEARING:	May 27, 2021	
PROPERTY ADDRESS:	2230 Lakeshore Ave Oakland, CA	enue, No.7
APPEARANCES:	Glenda Didrickson Carlos Didrickson Eric Wright Ted Dang	Tenant Appellant Tenant Appellant Tenant Representative Owner Respondent

PROCEDURAL BACKGROUND

On August 21, 2019, the tenants filed a petition contesting a rent increase from \$2,517 to \$3,192. A notice of settlement conference and hearing for March 4, 2020 was mailed to all parties with a proof of service addressed to the tenants at 2230 Lakeshore Avenue Unit 7. The tenants did not appear at the March 4 hearing, and the petition was dismissed.

GROUNDS FOR APPEAL

The tenants appealed, stating that they did not receive notice of the hearing. They also stated that the Hearing Decision was sent to the wrong address (2<u>3</u>30 Lakeshore Ave, instead of 2<u>2</u>30 Lakeshore Ave.).

BOARD APPEAL DECISION

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, A. Graham moved that the Board find good cause for the tenants' non-appearance and remand the case to the Hearing Officer for a full hearing on the merits. R. Nickens, Jr. seconded.

The Board voted as follows:

Aye:J. Ma Powers, A. Graham, S. Devuono-Powell, R. Nickens,
Jr., R. Auguste, K. Friedman, T. WilliamsNay:NoneAbstain:None

The motion was adopted.

Chanee Franklin Minor Program Manager HCD/Rent Adjustment Program

DATE

CHANEE FRANKLIN MINOR BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

<u>PROOF OF SERVICE</u> Case Numbers: T18-0238, T19-0403

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

Appeal Decision

Manager

Allen Sam, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

Owner

Ted Dang, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

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 **June 15, 2021** in Oakland, CA.

Brittni Lothlen

Oakland Rent Adjustment Program



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

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

ORDER CANCELING HEARING PENDING RESULTS OF APPEAL PROCESS

Case No.: T20-0193 Didrickson v. Common Wealth Inc.

Property: 2230 Lakeshore Avenue, Unit 7, Oakland

Background: This case is currently scheduled for a Remote Settlement Conference and Hearing on January 28, 2021, at 10:00 a.m.

Two prior cases between the parties, T19-0186 and T19-0235, jointly heard on September 24, 2019, and jointly decided in a decision dated December 20, 2019, are currently on appeal before the Housing, Residential Rent and Relocation Board (HRRRB). The results of that appeal may affect the issues to be decided in the current case, particularly the status of the tenants' decreased services claims and any amount(s) owed between the parties.

The Hearing Officer is not able to hold a hearing on T2O-0193 without the results of the HRRRB appeal on the prior cases. Therefore, the hearing scheduled for January 28, 2021, is hereby canceled, and will be rescheduled after the appeal process regarding T19-0186/T19-0235 is completed.

Dated: January 26, 2021

Marguerita Fa-Kaji Hearing Officer Rent Adjustment Program

PROOF OF SERVICE Case Number T20-0193

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 Canceling Hearing Pending Results of Appeal Process

Owner

Ted Dang, Common Wealth Inc. 1305 Franklin Street, Suite 500 Oakland, CA 94612

Tenants

Carlos & Glenda Didrickson 2230 Lakeshore Avenue, Unit 7 Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 28, 2021** in Oakland, CA.

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Ava Silveira Oakland Rent Adjustment Program



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

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

ORDER CANCELING HEARING PENDING REMAND HEARING DECISION AFTER APPEAL

Case No.: T21-0161, Didrickson v. Dang

Property: 2230 Lakeshore Avenue, Unit 7, Oakland

Background: This case is currently scheduled for a Remote Settlement Conference and Hearing on December 1, 2021, at 10:00 a.m.

Two prior cases between the parties, T19-0186 and T19-0235, were appealed and remanded by the Housing, Residential Rent and Relocation Board (HRRRB). The remand hearing has been held, but the Remand Hearing Decision is still pending. The outcome of the Remand Hearing Decision may affect the issues to be decided in the current case, particularly the status of the decreased housing services claims, the base rent and any rent amount(s) owed between the parties.

Order: The Hearing Officer is not able to hold a hearing on T21-0161 until the Remand Hearing Decision is issued. Therefore, the hearing scheduled for December 1, 2021, is hereby canceled, and will be rescheduled after the Remand Hearing Decision in T19-0186/T19-0235 becomes final.

Dated: November 10, 2021

Linda M. Moroz Hearing Officer Rent Adjustment Program

PROOF OF SERVICE Case Number T21-0161

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

Order Canceling Hearing Pending Remand Hearing Decision After Appeal

Owner

Ted Dang, Common Wealth Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

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 **November 16, 2021** in Oakland,/CA.

lows

Teresa Brown-Morris

Oakland Rent Adjustment Program

CITY OF OAKLAND



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

Department of Housing and Community Development Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay 711

ADMINISTRATIVE DECISION

CASE NUMBER/NAME:

T23-0140, Didrickson v. Commonwealth Co.

2230 Lakeshore Ave., Unit #7, Oakland, CA

PROPERTY ADDRESS:

DATE OF DECISION:

January 3, 2024

PARTIES:

Carlos Didrickson, Tenant Glenda Didrickson, Tenant Ted Dang, Owner

BACKGROUND AND PRIOR PETITIONS

On September 25, 2023, the tenants filed a petition alleging decreased housing services relating to the electrical breaker, a broken patio door handle, and a leaking heater vent.

The following are petitions filed with the Rent Adjustment Program (RAP), involving the same parties and the same subject unit: T16-0175, T17-0141, T17-0327, T18-0305, T19-0186, T19-0235, T19-0403, T20-0193, T21-0161 and T22-0178. The decisions that became the final decisions are discussed below.

REASON FOR ADMINISTRATIVE DECISION

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

Rent History and Current Rent

Official Notice is taken of Case T18-0305, *Didrickson v. Commonwealth Co.,* where the Hearing Officer held that the tenants' base rent is \$3,084.75 per month, as of July 1,

2018. Additionally, the tenants' had previously been granted an ongoing rent reduction in the amount of \$298.33 in Case T17-0327, *Didrickson v. Commonwealth Co.* for a loss of patio space. Therefore, the tenants' current legal rent was \$2,786.41, effective March 1, 2019. The Hearing Decision in T18-0305, issued on February 15, 2019, is a final decision of the RAP.

Decreased Housing Services – Issued Addressed in Prior Case

The Official Notice is taken of the Remand Hearing Decision in T19-0186/T19-0235, that was affirmed by the HRRRB (The Rent Board) at the Appeal Hearing on May 11, 2023. The Appeal Decision was issued on May 17, 2023. The parties had 90 days from the date of mailing of the decision (May 19, 2023) to seek judicial review of the Appeal Decision. Because the parties did not seek judicial review of the decision by August 17, 2023, the Remand Hearing Decision in T19-0186/T19-0235 has now become the final decision in this matter.

All items relating to decreased housing services raised in the tenants' petition were addressed and adjudicated in the prior case T19-0186/T19-0235, *Didrickson v. Commonwealth Co.,* and has now become the final decision.

According to the Order in T19-0186/T19-0235, the tenants are receiving on-going rent reductions as follows: 2% for the heating vent leak; 1% for the broken door handle and 1% for the electric breaker. Therefore, these three items are denied because they were already adjudicated in the prior case, and became the final decision pursuant to the Remand Hearing Decision T19-0186/T19-0235.

ORDER

- 1. Tenant Petition T23-0140 is denied.
- 2. The claims for decreased housing services are denied.
- 3. The Remote Settlement Conference and Hearing set for January 8, 2024, is cancelled.

<u>Right to Appeal</u>: This is the final decision of the RAP. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: January 3, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

PROOF OF SERVICE Case Number T23-0140

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

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

Documents Included Administrative Decision

Owner

Ted Dang Commonwealth Management, Inc. 1305 Franklin Street, Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit# 7 Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 3, 2024** in Oakland, CA.

Robert F. Costa Oakland Rent Adjustment Program

CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PRO 250 Frank H. Ogawa Plaza, Suite 531 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP	nt apportunt der you wood insv ood wood insv ood op without i	For Rent Adjustment Program date stamp. RECEIVED JAN 2 3 2024 OAKLAND RENT ADJUSTMENT PROGRAM
Appellant's Name	ntach a delaited explan the 2,000	(19) IID) B DUIIIU	/
CARlos Didric	(50N	0	wner 🗹 Tenant
Property Address (In	clude Unit Number)	(more and of r	a set a discription for a ddish
2230 Lakestla	REAUE Apt 7		ene fel de la juerd contribui de la serie de la se La serie de la s
Appellant's Mailing A	ddress (For receipt of notices)	Case Number	3-0140
		Date of Deci	sion appealed
Name of Representat	ive (if any)	Representat notices)	ive's Mailing Address (For

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) In 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) If 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.)

- 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 the Owner's 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.)

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively. Number of pages attached:* <u>1'B</u>.

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on 1 - 22, 2024, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Ted dang
Address	1305 Franklin st suite 500
City. State Zip	OAKLAND, CA. 94612
<u>Name</u>	
Address	
City. State Zip	

Carlo Dielise	1-22-2024
Ilerdy Did	

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

JAN 23 2024

For Rent Adjustment Program date stamp.

All

OAKLAND RENT ADJUSTMENT PROGRAM

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*the preceding page of this petition packet*) and a completed PROOF OF SERVICE form together with your Petition.

1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.

- 2) NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 1 22.1.2024 I served a copy of (check all that apply):

TENANT PETITION plus ______ attached pages (number of pages attached to Petition notcounting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

NOTICE TO PROPERTY OWNER OF TENANT PETITION

Other: APPEAL TO HEARING OFFICER'S Administrative Decision CASE T23-0140

by the following means (check one):

- First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

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PERSON(S) SERVED:

Name	ted daug	
Address	1305 FRANKLIN ST SVITE SOU	
City, State, Zip	OAKIANO, CA 94617	

Name	
Address	
City, State, Zip	

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

CARLOS idrickson

PRINTED NAME

SIGNATURE

1-22-2221

DATE SIGNED

abiding by the rent adjustment program and says that it's only \$100. Mr dang commonwealth inc and 421 associates should not be allowed to raise any rent increase and any increase in the past should not be allowed.he has breached my rent agreement by not allowing me to live in a quiet peaceful environment and not making repairs within a reasonable amount of time.he has taken away 600 square feet of patio that was there for the 6 years that I started renting at 2230 Lakeshore Ave.in December 2006

- I AM Appealing the Hearing OFFICER'S Administrative Decision ON CASE T23-0140
- (A) the Electrical problem has gotton WORSE since 2019 And UNRESOlved as Noticed by the DAKLAND building INSPECTOR'S NOMEROUS Notice of Violatins Since 2019 And should be at Least 5% for Month For Electrical Issue Alone, and 3% For Heating vent Leaking, 1% percent For sliding Door Handle, and 20% For Not Replacing 600 sq. Ft. of Patro Peck this is Pen Month, 600 sq Ft is Bigger than Any

(B) Ted dang has taken ME TO SUPIONEN COURT TO RAIST MY RONT AFter A OAKLAND RENT Adjustment BOARd HEARING DECISION RETATIATION AND SIGNED COURT DOCUMENTS SAYING HE WOULD MAKE THE DEPIKS 10 2013

Mr dang , has taken me to superior court 2013 right after a rent adjustment board decision, {retaliation}, but my point is that he signed superior court documents stipulating that he would make the repairs and it is evident by the numerous notices of violations from the Oakland building code enforcement that the repairs are still unresolved, the electrical problem still remains unresolved and has gotten worse over time, now at any given time the ground fault breaker kicks off and turns off the stove and refrigerator.and it is noticed by the Oakland building inspector office that he Ted dang knows that there was a roof top garden built long before he purchased 2230 lakeshore ave. That the patio deck is legal. He continues to ask for rent increases year after year and ignores the Oakland building code enforcement notices of violations. He has been given an administrative citation in the past for not

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Description: Lenant Complain		
Date Opened: 3/4/2		
Record Status: OP-I Record Status Date:		
Job Value: \$0.00	0/23/2022	
Requestor:		
: Carlos Didrickson		
Business Name:		
License #:		
COMMENT DATE	COMMENTER	COMMENTS
3/12/2019	RSCHIMM	03/11/2019 - Onsite inspection, photos taken, violations verified. Water leaking from FAU ven broken sliding door handle, broken sliding door frame at upper right side, Missing light switch storage in garage, rodents, vector issue at electrical room. Tenant complaining of circuit break when using range.
3/19/2019	RSCHIMM	03/19/2019 - Submitting NOV for mailing.
3/25/2019	ASRODRIGUEZ	3/21/19: Ownership verified through County Assessor, NOV mailed reg & cert with appeal for code enforcement and smoke alarms brochures on3/21/19cert #7006 2760 0004 Re-inspection Deadline:4/24/19
3/25/2019	ASRODRIGUEZ	3/21/19: Ownership verified through County Assessor, NOV mailed reg & cert with appeal for code enforcement and smoke alarms brochures on3/21/19cert #7006 2760 0004 Re-inspection Deadline:4/24/19 - "UPLOADED" -
8/19/2019	RSCHIMM	08/19/2019 - Sent email to Ted Dang asking to change location of smoke detector from wall t
9/20/2023	CSCYPHERS	09-20-23: Todays inspection cancelled due to no new complaints and discussion with tenant
7/27/2022	DMILES	7-27-22 Approved recordation of NOV
6/21/2022	CSCYPHERS	06-21-22: 08:14 left VM
6/20/2022	CSCYPHERS	06-20-22: Left VM for the tenant for access today for the re-inspection. No response so I will tomorrow
5/17/2022	JYUN	05-17-22: Ownership verified through County Assessor, REINSP mailed reg & cert on 5-17-22 1970 0001 4186 2092, deadline to comply is 6-20-22.
5/16/2022	CSCYPHERS	05-16-22: Site visit found violations not abated
3/31/2022	DSRODRIGUEZ	03/30/22: Ownership verified through County Assessor, RE-INSP mailed via cert & reg mail w brochures on 03/30/22, cert mailing #7021 1970 0000 0535 0130, deadline to comply is 04/C
3/25/2022	RSCHIMM	03/24/2022 - Onsite monitoring inspection. Sliding door handle broken, missing smoke detect electric range still tripping circuit breaker.
3/22/2022	RSCHIMM	03/18/2022 - Received email complaint from tenant. No progress and stating there is a water garage.
8/16/2021	HCHU	08/16/2021 - Denied appeal mailed to : Please upload : Denied Billing Appeal -
8/16/2021	HCHU	08/16/2021 - Billing Appeal routed to Tim Low for signature- HC
7/22/2021	RSCHIMM	Owner sent copy of appeal filed on 06-09-2021. Suspending case until appeal is approved or

6/21/2021	ALEIGHTON	Ownership verified through County Assessor. Re-Inspection Notice mailed reg & cert on 6/21/ #7019 2970 0000 3154 6424. Compliance deadline: 7/7/21
6/18/2021	RSCHIMM	06/18/2021 - Submitting Re-Inspection Notice for mailing.
5/21/2021	BLAI	05-21-21 Reviewed and forwarded Billing Request to HChu.
5/19/2021	RSCHIMM	05/19/2021 - Preparing BR for non-compliance.
5/19/2021	RSCHIMM	05/18/2021 - Onsite inspection, photos taken, not abated. Blight abated and smoke detectors however, patio slider handle not replaced, range still trips main breaker and ceiling patch and refinished showing rust on vent.
5/3/2021	ALEIGHTC	10 of 653 $(-)$
4/30/2021	RSCHIMM	04/30 and a lomitting Re-Inspection Notice for the ling.



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 bbcode-inspect@oaklandca.gov (510) 238-3381 TDD:(510) 238-3254

NOTICE OF VIOLATION

11-13-2023

WILLIAMS JOHN LIMING W TRS WINCHESTER 421 LLC 1305 FRANKLIN ST Unit 500 OAKLAND CA 94612

Certified and Regular mail

Code Enforcement Case No.: 2305988 Property: 2230 LAKESHORE AVE Unit 7 Parcel Number: 023 041401300 Re-inspection Date: 12-13-2023 Violation(s) must be corrected Re-inspection will occur either on: 12-13-2023 12-14-2023 12-15-2023

Code Enforcement Services inspected your property on 11-8-2023

and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and must be remedied 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.

To stop further code enforcement action, you must correct all violations and contact Inspector Mike Torres who is assigned to your case, before the re-inspection to schedule an inspection. Your inspector is available by phone at 510-238-2389

and by email at Mtorres2 @oaklandca.gov.

If the Property Owner Certification is included in this notice you may, in the alternative, complete the form and submit along with photographs of the corrected violations at least three (3) days prior to the reinspection date.

If it is necessary for tenants to temporarily relocate so that repairs can be made, you are required to comply with all state and local laws regarding the relocation of tenants included the Code Compliance Relocation Program (OMC 15.60.010).

If all violations have not been corrected at the time of re-inspection:

- You will be charged for inspection and administrative costs that can total \$2,718.00.
- Administrative citations may be assessed against you beginning the day of the re-inspection and continuing until all violations are corrected, Citations are \$100 the first day, \$250 the second day, and \$500 for each day thereafter until all violations are cured up to a total of \$5,000.
- The property may be declared a public nuisance.
- The City may abate Property Blight 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.

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 \$1,323.00 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.

Violations

Zoning (Minor) OMC Title 17

Description of Violation	Required Action	OMC Section

Zoning (Major) OMC Title 17 – Violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please follow the process for Filing a Zoning Determination in the Appeal section of this notice.

Description of Violation	Required Action	OMC Section	
]]		

Property Maintenance (Blight) - OMC 8.24

Description of Violation	Required Action OMC Section		

Building Maintenance (Housing) – OMC 15.08

Description of Violation	Required Action	OMC Section		
Electrical in kitchen. When using oven, it triggers main breaker and shuts off power in entire unit.	Repair/Replace Supply and maintain adequate power to unit. Any new wiring or breaker in unit will require Permits. If so Obtain Building permits, Inspections and approvals for Work.	15.08.260.C		

Appeal Information

You have a right to appeal.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. 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.

The Appeal Deadline is: 12-4-2023

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.

Failure to file a timely appeal will result in the determinations made in this Notice of Violation becoming the City's final decision on this matter. The decision becomes final on the day following the appeal deadline. Once the decision is final, it can be appealed by filing a petition for writ of mandate with the Superior Court no later than the 90th day following the date on which decision becomes final. The time within which judicial review must be sought is governed by Cal. Code of Civil Procedure 1094.6.

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of \$142 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted. A hearing will be scheduled before an independent hearing officer.

For Zoning Determinations/Appeals of Major Zoning violations: If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination to 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. A filing fee in the amount of \$512,93 is due at the time of submittal in the manner described above. Additionally, a \$230.65 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.

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.

Residential Code Enforcement brochure

Undocumented Dwelling Units brochure

Mold and Moisture brochure

Stop Work brochure

Sincerely,

Michael Torres Digitally signed by Michael Torres Date: 2023.11.08 14:14:03 -08'00'

Specialty Combination Inspector Planning and Building Department

Attached as applicable:

it brochure
it brochure

- Property Owner Certification
- Lead Paint brochure Photographs

Stop Work brochure
 Investor Owned Property brochure

Housing - Relocation Assistance Program Description of Property Maintenance Code Sections 🗌 Major and Minor Zoning Violation Descriptions

cc:

Vehicular Food Vending brochure

Pushcart Food Vending brochure

Condominium Conversion brochure

Foreclosed and Defaulted Property brochure

Smoke Alarms brochure





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 bbcode-inspect@oaklandca.gov

PROPERTY OWNER CERTIFICATION

CORRECTED OR REMOVED VIOLATIONS

Date:

Property: 2230 LAKESHORE AVE Unit 7

Parcel no. 023 041401300

Case no.: 2305988

Owner: WILLIAMS /LIMING /WINCHESTER 421 LLC

Courtesy Notice date:

Re-Inspection Date: 12-13-2023 Return to: Mtorres2@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 <u>with dated photographs</u> of your property to verify the violations were removed or not present:

E-mail: bbcode-inspect@oaklandca.gov

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

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 \$1,323.00 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, Planning and Building Department, Bureau of Building, Inspection Division 250 Frank H. Ogawa Plaza, 2nd Floor, Suite 2340, Oakland, California 94612-2031 www.oaklandnet.com, (510) 238-6402, FAX: (510) 238-2959, TDD: (510) 238-3254

Request for Service: Tenant Complaint

Property Address: 2230 LAKESHORE AVE	Unit No Inspection Date: _3/	
Complaint No. 1900895 Inspector: Ranby		
Complainant's Name: CA-PLOS Di Drick Son		Phone No. (510) 444-7589
Owner/Manager: TED Dawi6-		Phone No. (570) 832-2628
INSPECTION: PROPERTY MAINTENANCE:		Window defects:
		Window defects:
Overgrown vegetation:		Lack of window egress:
🗇 Trash & debris:		Lack of light/ventilation:
Lack of/Inadequate garbage service:		Mice/rodents/roaches:
Unapproved open storage		Roof leaking/damaged:
Unapproved parking		Damaged/non-functional Doors/locks:
		Stairs/decks/railing:
BUILDING MAINTENANCE:		Exterior walls/windows/trim:
2- Electrical: BREAKERS TRUMPING		Blocked exits:
Plumbing:	- <u> </u>	No resident manager (required 16 units or more)
Plumbing leak:		Unpermitted work:
		Unpermitted work:
		Undocumented residential unit:
Building sewer blockage:		
Lack of/defective heating system:	and the second se	Missing/Inoperative smoke/carbon monoxide
Mechanical:	- 2	detectors: Living 12001
Wall/ceiling/floor defects:	-	
& Others: Swands PATTO Door Flame Loo	Sa, B2.0	KEN HANDLE
2 Others: WATTER LEAK AT BEDROOM (erland Un	ELT
S Others: Electrick BREAKERS TRIPPAUL		
Extensive surface mold present on		

See brochure for remediation guild lines. (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 to Abate 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.

	1	$\langle \rangle$	
Signature:	Lando	Wich	Date:

Request for Service: Tenant Complaint form (revised 5/2016)

3-11-19



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

 Planning and Building Department
 (510) 238-6402

 Bureau of Building
 FAX:(510) 238-6402

 Building Permits, Inspections and Code Enforcement Services
 TDD:(510) 238-3254

 inspectioncounter@oaklandnet.com
 TDD:(510) 238-3254

NOTICE OF VIOLATION

March 19, 2019

Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES	Code Enforcement Case No.: 1900895
C/O TED W DANG	Property: 2230 LAKESHORE AVE, Unit 7
1305 FRANKLIN ST 500	Parcel Number: 023 -0414-013-00
OAKLAND CA 94612-3224	Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on March 11, 2019 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 Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@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.

Notice of Violation

September 11, 1958

ACTIVE CONTRACTOR

A. T. T.

In consideration of approval of my request for authorization to construct a new balaouy on an existing apartment house at 2230 Lakeshore Avenue in accordance with final plans filed with the Gity Planning Councission, I hereby agree to accept the following four conditions as pre-requisites for such authorization, and for final approval of plans by the Building Inspector:

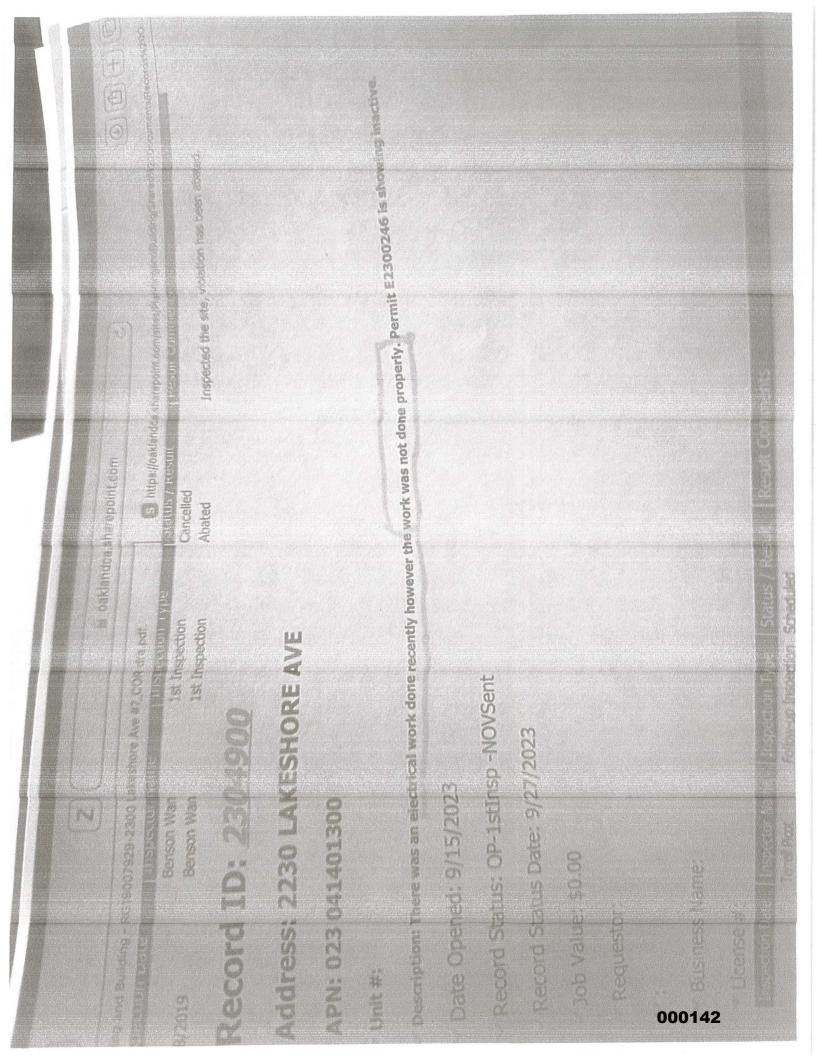
1. All new work shall match existing work.

- 2. The 4" x 4" been supporting the new beloosy shall have a stucco finish on all sides to match that now existing.
- 3. All optoring of unterials and paint work shall match that now existing.

4. All landscaying demaged during construction shall be replaced.

Signature.

The City Plinates Countieston



Sustances Name: SFT CONSTRUCTION CORP	Address: 2230 LAKESHORE AVE APN: 023 041401300 Unit # Description: Handletery scient, infurt for software for any for the one of the	TER	Requestor: 421 ASSOCIATES & WILLIAMS JOHN/Joel Sayre	Second Status: Expired Record Status: Expired Record Status: Expired Record Status Date: 12/12/2015	ecord ID: DOMMENTER ddress: 2230 LAKESHORE AVE	Siness Name:
		COMMENTS Mr Dang found plans from a major remodel done in 1954, permit 851289, the plans show a root gard based on this the deck can be considered existing and does not need to be removed I12-5-13 FCI- OK to issue permit J- Need separate permit to legalize alterations to fireplace fluction 12/09/2013 08:59:03 JULLATJ 0022			TOMMENS	

Property Owners v

Sign

California Landlord Tenant Law: Rental Rights and Responsibilities [2024 UPDATE]

Explore the latest updates and essential information on California landlord-tenant laws for 2024, covering everything from rent control to eviction processes. This guide provides landlords the knowledge to navigate rental rights and responsibilities effectively in the Golden State.

By 🔣 Rachel Robinson | Last Updated January 4, 2024

Azibo

A Guide to California Landlord-Tenant Laws



Are you venturing into California's rental market? Knowing the state's stringent rent control laws and robust tenant protections is essential for any property owner aiming for success. Despite its reputation for being challenging, California has opportunities for informed and compliant landlords.

This guide outlines your rights and responsibilities to effectively navigate California's legal landscape. From understanding rent collection to the specifics of eviction processes, we cover the essentials you need to maintain a profitable and lawful rental business.

Stay with us as we present the fast facts, explore the details of California landlord-tenant laws, and look into the rental process in the Golden State. Arm yourself with the knowledge to make the most of California's real estate market. Begin your journey to becoming a proficient landlord in California now!

Is California considered a landlord-friendly state?

California's reputation as not particularly landlord-friendly primarily stems from its stringent rent control laws and robust tenant protections. These regulations aim to safeguard renters but can present challenges for landlords, particularly in eviction processes.

Understanding and navigating these laws is vital to successful property management. However, landlords can still find opportunities in California's active real estate market with informed strategies and compliance.

As we transition to the specifics of landlord-tenant laws, these details will illuminate the path for landlords operating in this vibrant state.

California landlord tenant law fast facts

Here's a quick rundown of key points in California's landlord-tenant laws you should know:

Azibo

California Landlord Tenant Fast Facts

Is a rental license required to be a landlord?	8	
Are there any security deposit requirements?	0	
Is there rent control?	0	
Are there limits on late fees?	0	
Are there rent payments grace period laws?	\otimes	
Is there a notice of entry law?	0	
		-

https://www.azibo.com/blog/california-landlord-tenant-laws...0comply,%2C%20familial%20status%2C%20or%20disability.

000212450:42 AM Page 2 of 15

- Bounced
 - Bounced check penalties: California allows landlords to charge \$25 for the first dishonored check and \$35 for subsequent bounced checks, as specified in the California Civil Code 1719.
 - Withholding rent for repairs: Tenants may withhold rent or conduct "repair and deduct" actions if the landlord fails to make necessary repairs affecting the unit's habitability. This should be approached cautiously and ideally with legal consultation, involving specific legal processes and potential ramifications.

As the state continues to balance the needs of landlords and tenants, these regulations serve as a framework for fair rental practices. For the most accurate and up-to-date information, landlords, tenants, and real estate professionals are encouraged to consult legal experts and official resources, as local ordinances may enhance these state-wide regulations.

California repair and maintenance laws

Maintaining habitable living conditions is a shared responsibility between landlords and tenants, governed by stringent laws and established legal precedents.

- Landlord responsibilities: Implied warranty of habitability: Stemming from the pivotal case Green v. Superior Court, California landlords must ensure rental properties are in good repair and meet basic structural, health, and safety standards. This obligation includes maintaining essential services such as plumbing, heating, and electrical systems.
- Tenant duties: Tenants are responsible for keeping the rental unit clean and sanitary. They are expected to undertake minor repairs and maintenance, such as replacing light bulbs and keeping the premises tidy. Tenants should promptly report more significant issues to the landlord.
- Repair timeline: Upon notification of a necessary repair, landlords generally have a reasonable time, up to 21 days, to address the issue. The timeframe can vary depending on the severity of the problem and the impact on habitability.
- Repair and deduct remedy: If a landlord fails to make necessary repairs, tenants might employ the "repair and deduct" remedy, allowing them to undertake repairs and deduct the cost from subsequent rent. This remedy is limited to the value of one month's rent and can be used up to twice in any 12 months. It's crucial that the issues qualify under the implied warranty of

Other important aspects of California's security deposit laws include:

- Landlords are not obligated to provide receipts for security deposits, pay interest on them, or keep them in separate bank accounts.
- Upon termination of the lease, landlords must return the security deposit within 21 days, along with an itemized statement of deductions for any damages beyond normal wear and tear, unpaid rent, or necessary cleaning to restore the property to its original state.
- Landlords are prohibited from unjustly withholding security deposits and must adhere to the allowable deductions. Failure to comply can lead to penalties, ensuring tenants are protected against unfair practices.

The updates to California's security deposit laws aim to balance tenant affordability and protection with landlords' rights to cover potential losses from damages, unpaid rent, or necessary cleaning. Compliance with these laws is crucial for maintaining fair and lawful rental practices.

California rent control laws

California's approach to rent control is among the most stringent in the United States, impacting landlord<mark>s and tenants state-wide. The core</mark> legislation, AB 1482, or the Tenant Protection Act of 2019, sets the legal framework for rental increases and tenant rights.

- Annual rent increase cap: Effective from January 1, 2020, and scheduled to expire on January 1, 2030, AB 1482 limits annual rent increases to the lesser of 5% plus the local Consumer Price Index (CPI) or 10%.
- Rent payment and cash policies: Typically, the lease agreement will specify when rent is due, often at the beginning of the month. California landlords are prohibited from mandating cash-only rent payments unless specific conditions are met, and they must provide written receipts for cash transactions.
- Late fees and grace periods: The state does not mandate a grace period for late rent payments. Late fees are permitted but must be reasonable and outlined in the lease agreement. They should reflect the costs incurred by the landlord due to the late payment.

caps on rent increases and provides eviction protections, it also delineates landlords' rights within these boundaries.

Understanding and exercising these rights within the framework of current legislation is key for landlords to manage their properties effectively and legally.

California landlord responsibilities

California landlords are held to specific legal responsibilities when it comes to their rental property and their tenants. They are as follows:

- Prompt repairs: Property owners must complete necessary repairs within 30 days or immediately for urgent health or safety issues, like broken heaters or plumbing. Tenants may use remedies like "repair and deduct" or rent withholding for unaddressed urgent repairs but must follow legal protocols. Landlords are presumed retaliatory if evicting after repair complaints, underscoring their duty to maintain habitable conditions as per state and local codes.
- **Privacy consideration:** Property owners must give a 24-hour notice for entry, detailing the date, time, and purpose, except in emergencies like fire or flooding. Entry should occur during business hours unless under specific exceptions. Notice delivery can be in person, near the entrance, or via mail six days prior.
- Security deposit refunds: California landlords must refund security deposits within 21 days post-tenancy and provide valid documentation for any deductions. Non-compliance may result in penalties up to three times the deposit amount. These measures enhance renter protections state-wide.
- Rent control: Property owners are subject to rent control laws that limit how much they can raise rent. According to state law AB 1482, the maximum annual rent increase is limited to 5% plus the local cost-of-living adjustment.

California renters rights

California renters have numerous rights that contribute to their safety and respect while residing in a rental unit. Some of their significant rights include:

The right to a safe and habitable living space.

* No state business license is required to rent a property, but local city regulations, such as in Sacramento, may demand a rental license. Noncompliance can lead to fines, liens, or legal action. Landlords should verify local requirements, mainly if operating in multiple locations. A real estate license is usually necessary for property management unless employed by the property owner.

Understanding landlord rights and responsibilities in California

Next, let's dive into California landlord rights and responsibilities, covering everything from rent collection to property access. These are vital for navigating the legal landscape and maintaining a successful rental business.

California landlord rights

In California, rental property owners hold authoritative rights that give them the leverage they need to manage their rentals effectively. Some of those fundamental rights include:

- Collection of rent payments: Landlords maintain the right to collect rent, providing a consistent income from their properties. This includes late fees, which must be reasonable and outlined in the lease agreement.
- Security deposits: As of 2024, landlords can charge a security deposit of up to one month's rent for any rental unit, ensuring protection against potential damages or unpaid rent. This amount is standardized for furnished and unfurnished units, with certain exceptions for small property owners.
- Eviction process: Landlords can initiate an eviction process for lease violations or breaches of landlord-tenant laws. New regulations, like Senate Bill 567, dictate more stringent guidelines for no-fault evictions, requiring landlords or their family members to occupy the property for a certain duration posteviction.
- Property access: Landlords are permitted to access their properties for emergencies, scheduled repairs, maintenance, and showings, provided proper notice is given to tenants.
- Rent control: While the California Tenant Protection Act imposes

CITY OF OAKLAND



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

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

Housing Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER:	T23-0140, Didrickson v. Dang				
APPEAL HEARING:	March 14, 2024				
PROPERTY ADDRESS:	2230 Lakeshore Ave., Unit #7, Oakland, CA				
APPEARANCES:	Appellant/Tenant: Respondent/Owner:	Carlos & Glenda Didrickson Ted Dang			

BACKGROUND

On September 25, 2023, the tenant filed a petition challenging a rent increase of \$2517.54 to \$3134.15 served on July 7, 2023. The petition also alleged decreased housing services relating to an electric breaker, a broken patio door handle, and a leaking heater vent. The tenant states that the problems started occurring in 2012-2013 and were never fixed.

The owner filed a response on October 19, 2023 and later filed a revised response on December 8, 2023. The revised response states that the rent increase served on July 7 was from \$3441.43 to \$3544.67 on the basis of CPI (reduced to \$3134.15 after reduction for ongoing decrease housing services ordered from prior hearing decisions).

The owner also asked to remove the decreased housing services deduction for the deck because the tenant was using the former deck/current roof as a deck. The owner also states that the patio door handle was removed to discourage tenants from accessing the roof, and roof and the vent issues were fixed and that the tenant did not comply with orders from prior petitions. The owner also contended that there is no change to the electrical system since the tenant moved in but the tenant has been using more appliances than existing panel allows.

The owner's response also asks the petition to be dismissed on the basis that the tenant is not current on rent. The owner later submitted a rent ledger showing a balance.

RULING ON THE CASE

The hearing officer issued an administration decision denying the tenant petition. On the decreased housing services claim, the hearing officer held that the decreased housing services claims were already addressed in prior decisions T19-0186/T19-0235, and the tenants are receiving ongoing rent decreased for those issues. The hearing decision lists the rent decided in T18-0305 issued on February 15, 2019 of \$2,786.41 but did not mention the rent increase listed on the petition.

GROUNDS FOR APPEAL

The tenant appealed the hearing decision on the following grounds:

- 1. The electrical problems are worth than before;
- 2. The owner should not be able to increase the rent before making repairs, including repairs to the electrical system

BOARD DECISION

After parties' arguments, questions to the parties and Board discussion, Vice Chair Oshinuga moved to reverse the hearing decision and to remand the case back to Hearing Officer to consider whether factually this is the same issue. If it is not the same issue or claim—then the previous cases are to not preclude this exact claim. The Hearing Officer is to determine if the rent increase is lawful, while reviewing and considering Civil Code section 1942.4 & O.M.C 8.22.070.D.6. Member M. Escobar seconded the motion.

The Board voted as follows:

Aye:D. Ingram, C. Oshinuga, M. Escobar, J. deBoer, K. BrodfuehrerNay:NoneAbstain:C. Jackson

BRIANA LAWRENCE-MCGOWAN BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

March 25, 2024

PROOF OF SERVICE Case Number T23-0140

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 Appeal Decision

Owner

Ted Dang, Commonwealth Management, Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

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 26, 2024 in Oakland, CA.

<u>Nyila Webb</u> Nyila Webb

Oakland Rent Adjustment Program

CITY OF OAKLAND



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

Department of Housing and Community Development Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay 711

ORDER TO SET REMAND HEARING AND CONSOLIDATE PENDING CASES

CASE NUMBER/NAME:

T23-0140/Didrickson v. Dang/Commonwealth Inc. T21-0161/Didrickson v. Dang/Commonwealth Inc. T20-0193/Didrickson v. Dang/Commonwealth Inc. T19-0403/Didrickson v. Dang/Commonwealth Inc.

PROPERTY ADDRESS:

2230 Lakeshore Ave., Unit #7, Oakland, CA

BACKGROUND

On March 25, 2024, the Housing, Residential Rent and Relocation Board (the Board) issued an Appeal Decision in case T23-0140. The Board remanded the case back to the Hearing Officer to consider whether factually the electricity issue is the same decreased housing services claim as the claims already decided in the prior cases T19-0186/T19-0235 (claims for which the tenants are already receiving an ongoing rent decrease). If the claims are not the same, "then the previous cases are not to preclude this exact claim."¹ The Board also instructed the Hearing Officer to determine if the rent increase raised in the Tenant Petition T23-0140 is lawful pursuant to Civil Code §1942.4 and O.M.C. §8.22.070.D.6.

On June 15, 2021, the Board issued an Appeal Decision in case T19-0403. The Board found good cause for the tenants' non-appearance at the underlying hearing and remanded the case to the Hearing Officer for a full hearing on the merits.

There are currently two (2) additional pending petitions that the tenants filed with the Rent Adjustment Program: T20-0193 and T21-0161. These tenant petitions involve the same subject property, the same parties, and the same types of issues relating to decreased housing services claims.

¹ Appeal Decision, T23-0140, *Didrickson v. Dang*, page 2 (dated 3/25/24; served 3/26/24)

<u>ORDER</u>

In the interest of judicial consistency and economy, cases T19-0403, T20-0193, T21-0161 and T23-0140 are hereby consolidated and set for one, single hearing.

The Remote Hearing in T19-0403, T20-0193, T21-0161 and T23-0140 is hereby scheduled as follows:

Date: July 9, 2024 Time: 10:00 a.m. Place: Remotely, via Zoom (Zoom link attached)

Dated: May 7, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

<u>PROOF OF SERVICE</u> Case Number: T23-0140, T21-0161, T20-0193, T19-0403 Case Name: Didrickson v. Dang

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, Oakland, California, addressed to:

Documents Included

Order to Set Remand Hearing & Consolidate Pending Cases

Owner

Ted Dang, Commonwealth Management, Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

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 **May 08, 2024** in Oakland, California.

Teresa Brown-Morris Oakland Rent Adjustment Program

SYSTEM RECORD OF COMPLETION

\$

	This form is to be completed by the system installation contractor at the time of system acceptance and approval. It shall be permitted to modify this form as needed to provide a more complete and/or clear record.								
	Insert N/A in all unused lines. Attach additional sheets, data, or calculations as necessary to provide a complete record.								
	Form Completion Date: 10/25/2023 Supplemental Pages Attached:								
1.									
	Name of property:2230 LAKESHORE APARTMENTS								
	Address: 2230 LAKESHORE AVE, OAKLAND CA. 94606								
	Description of property ADADTMENTS								
	Name of property representations TED DANO								
	Address:								
	Phone: (510)832-2628 x 222 Fax: E-mail: 								
2.	INSTALLATION, SERVICE, TESTING, AND MONITORING INFORMATION								
	Installation contractor DENALECT ALARM								
	Address:								
	Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com								
	Service organization: DENALECT ALARM								
	Address:1309 PINE ST WALNUT CREEK CA. 94596								
	Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com								
	Testing organization: DENALECT ALARM								
	Address: 1309 PINE ST WALNUT CREEK CA. 94596								
	Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com								
	Effective date for test and inspection contract:10/2023								
	Monitoring organization: DENALECT ALARM								
	Address: 1309 PINE ST WALNUT CREEK CA. 94596								
	Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com								
	Account number: E1373 Phone line 1: N/A Phone line 2: N/A								
	Means of transmission: ONE-WAY RADIO								
	Entity to which alarms are retransmitted: ALAMEDA COUNTY FIRE Phone: (510) 444-1616								
3.	DOCUMENTATION								
	On-site location of the required record documents and site-specific software:GARAGE								
4.	DESCRIPTION OF SYSTEM OR SERVICE								
	This is a: 🛛 New system 🔲 Modification to existing system Permit number:FPDR22-01180								
	NFPA 72 edition: 2019								
	4.1 Control Unit								
	4.2 Software and Firmware								
ł	Firmware revision number:								
4	4.3 Alarm Verification 🛛 This system does not incorporate alarm verification.								
1	Number of devices subject to alarm verification: Alarm verification set for seconds								

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SYSTEM RECORD OF COMPLETION (continued)

5. SYSTEM POWER

5.1 Control Unit	
5.1.1 Primary Power	
Input voltage of control panel: 120 VAC	Control panel amps: 2.5
Overcurrent protection: Type:BREAKER	Amps:
Branch circuit disconnecting means location:GARAGE	Number:
5.1.2 Secondary Power	
Type of secondary power: SLA BATTERY	
Location, if remote from the plant: IN PANEL	
Calculated capacity of secondary power to drive the system:	
In standby mode (hours): 24	In alarm mode (minutes): _5

5.2 Control Unit

It is system does not have power extender panels

Power extender panels are listed on supplementary sheet A

6. CIRCUITS AND PATHWAYS

Pathway Type	Dual Media Pathway	Separate Pathway	Class	Survivability Level
and the second		1	В	0
Signaling Line Device Power		1	В	0
Initiating Device				
Notification Appliance		4	В	0
Other (specify):				

7. REMOTE ANNUNCIATORS

Туре	Location
LCD	1 ST FLOOR ENTRY

8. INITIATING DEVICES

Туре	Quantity	Addressable or Conventional	Alarm or Supervisory	Sensing Technology
Manual Pull Stations	7	ADDRESSABLE	ALARM	L
Smoke Detectors	7	ADDRESSABLE	ALARM	РНОТО
Duct Smoke Detectors				
Heat Detectors	8	ADDRESSABLE	ALARM	RATE OF RISE
Gas Detectors				
Waterflow Switches				
Tamper Switches				

SYSTEM RECORD OF COMPLETION (continued)

9. NOTIFICATION APPLIANCES

Туре	Quantity	Description
Audible	21	LOW FREQUENCY HORNS
Visible	6	STROBES
Combination Audible and Visible	12	HORN STROBES

10. SYSTEM CONTROL FUNCTIONS

Туре	Quantity
Hold-Open Door Releasing Devices	1
HVAC Shutdown	
Fire/Smoke Dampers	
Door Unlocking	
Elevator Recall	
Elevator Shunt Trip	
	······································

11. INTERCONNECTED SYSTEMS

This system does not have interconnected systems.

□ Interconnected systems are listed on supplementary sheet

12. CERTIFICATION AND APPROVALS

12.1 System Installation Contractor

Organization: DENALECT ALARM

This system as specified herein has been installed a	according to all NFI	PA standards cited herein.		1 1 1.1
Signed:		DAVE KEAGY	Date: -	417/237/19/24
Organization: DENALEOT ALARM	Title: INSTALL	ER	Phone:	(925)932-2211
12.2 System Operational Test				,
This system as specified herein thes tested accordin	g to all NFPA stand	lards cited herein.		1 las stiales
Signed:		DAVE KEAGY	Date	HH7753 119/29

24

Title: INSTALLER

Date: 17 77/

Phone: (925)932-2211

12.3 Acceptance Test

19 Date and time of acceptance test: Installing contractor representative: DAVI Testing contractor representative:

707

HAPER

Property representative:

AHJ representative:

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7/28/24 10: Carlos & Glenda Didnekson From: Ted Dang 510-832-2468 A city of ookland permit inspection is scheduled for your apartment a 2230 Lakeshere Are # 7 on monday 1/29/24 morning. If you are not available, we will enter with our keys. chank you for your cooperation. 000160

Commonwealth Management, Inc.

Real Estate Brokers License 0821583 1305 Franklin St #500, Oakland, Ca. 94612 Office: (510)832-2628 Fax:(510)834-7660

Date: July 30, 2024 To: Carlos and Glenda Didrickson \From: Ted W. Dang, property mgr

A City of Oakland permit inspection is scheduled for your apartment at 2230 Lakeshore Ave #7 tomorrow morning, Wednesday, 7/31/24 around 9 am.

If you are not available, we will enter the premises with our keys.

CITY OF OAKLAND



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

Department of Housing and Community Development Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay 711

REMAND HEARING DECISION

T23-0140/Didrickson v. Dang/Commonwealth Inc. CASE NUMBER/NAME: T21-0161/Didrickson v. Dang/Commonwealth Inc. T20-0193/Didrickson v. Dang/Commonwealth Inc. T19-0403/Didrickson v. Dang/Commonwealth Inc. **PROPERTY ADDRESS:** 2230 Lakeshore Ave., Unit #7, Oakland, California DATE OF HEARING: July 9, 2024 FINAL SUBMISSION DATE: August 31, 2024 October 11, 2024 DATE OF DECISION: APPEARANCES: **Carlos Didrickson, Tenant Glenda Didrickson, Tenant** Ted Dang, Managing Partner for Ownership entity

BACKGROUND

T23-0140: The Housing, Residential Rent and Relocation Board (the Board) remanded the case back to the Hearing Officer to consider (1) whether factually the electricity issue is the same claim as the claims already decided in the prior cases T19-0186/T19-0235 (claims for which the tenants are already receiving an ongoing rent decrease); and (2) whether the rent increase is lawful pursuant to Civil Code §1942.4 and O.M.C. §8.22.070.D.6.

T21-0161 and T20-0193: These petitions involve the same issues regarding the housing services claims (electrical breaker, patio door handle, leaking vent) as in T19-0186/T19-0235 that were still pending at the time the tenants filed these two petitions.

T19-0403: On June 15, 2021, the Board found good cause for the tenants' non-appearance at the underlying hearing and remanded the case for a full hearing on the

merits. In this petition, the tenants raised the same issues as in T19-0186/T19-0235, which were then pending at the time of this appeal.

The owner filed a response to the petitions, alleging that the tenants are not current on rent due to not complying with Orders in prior Hearing Decisions, that all rent increases were for the allowable CPI amount, and that all issues alleged in the petitions have been addressed.

A hearing was held on July 9, 2024, to address the issues the Board instructed the Hearing Officer to consider on remand in **T23-0140**, as well as the issues raised in **T21-0151**, **T20-0193**, and **T19-0403**. Those issues are all addressed in this Hearing Decision.

PRIOR FINAL REMAND HEARING DECISION T19-0186/T19-0235

The Remand Hearing Decision in T19-0186/T19-0235, issued on January 25, 2022, was affirmed by the Board at the Appeal Hearing on May 11, 2023. The Appeal Decision in T19-0186/T19-0235 was issued on May 17, 2023, and served to the parties on May 19, 2023. The parties had 90 days from the date of mailing of the decision to seek judicial review of the Appeal Decision. That date was August 17, 2023. Because the parties did not seek judicial review of the decision, the Remand Hearing Decision in T19-0186/T19-0235 has now become the final decision in this matter. This Hearing Decision determined the following issues:

1. As of July 1, 2018, the tenants' base monthly rent is \$3,084.74 (per case T18-0305); 2. Due to loss of patio space, the tenants were granted ongoing decrease of \$298.33, lowering their monthly rent to \$2,786.41, effective March 1, 2019;

3. The tenants were granted further deductions with respect to the issues raised in the March 19, 2019, Notice of Violation:

- 2% for leaking vent (\$55.73 per month);

- 1% for broken patio door handle (\$27.86 per month);

- 1% for electrical breaker (\$27.86 per month).

THE ISSUES

1. Is the electrical issue the same that has been already decided in previous cases? 2. Is the proposed rent increase lawful per O.M.C. §8.22.070.D.6?

3. Are there any remaining issues that have not been decided?

EVIDENCE

Background

The subject unit is located in a building consisting of eight (8) residential units. The tenants moved into their unit in December 2006, at an initial monthly rent of \$2,500.00.

Rent History and Current Rent

Official Notice is taken of Case T18-0305, *Didrickson v. Commonwealth Co.,* where the Hearing Officer held that the tenants' base rent is \$3,084.74 per month, as of July 1, 2018. Additionally, the tenants had previously been granted an ongoing rent reduction in the amount of \$298.33 in Case T17-0327, *Didrickson v. Commonwealth Co.,* for a loss of patio space. Therefore, the tenants' legal monthly rent was \$2,786.41 (\$3,084.74 minus \$298.33), effective March 1, 2019. The Hearing Decision in T18-0305, issued on February 15, 2019, became a final decision.

Decreased Housing Services - Issues on Appeal

Electrical Breaker

This issue was raised, addressed, and adjudicated in all prior cases, including the most recent one (T19-086/T19-0235) where the Hearing Officer granted a 1% ongoing rent reduction (\$27.86) due to the electric breaker tripping and no re-inspection notice. The owner testified that he had an electrician check the circuit and found no malfunction. He testified that the building was constructed in 1950 and that the electrical system has not been modified. It is still the same from the time the tenants moved in.

The Board remanded T23-0140 to the Hearing Officer to consider whether the electrical breaker issue is the same issue or a different issue.

The owner testified that the electrical system is the same as when the tenant moved in. The stove issue was addressed in 2016. In 2023, the owner upgraded and installed a new fire alarm system and, as part of that upgrade, included replacement of all electrical circuit breakers, replacement of ground fault breakers, and a number of other things. He worked with Oakland's Assistant Fire Chief and finally completed and passed the fire alarm test in May 2024. There is no outstanding electrical work to be done; everything was completed and is up to code. The owner was allowed additional time after the hearing to submit the finalized permit. He submitted a copy of the record of completion relating to electrical permits/fire alarm system upgrade signed off as completed and tested on 7/19/24.¹

The tenant testified that he had always encountered the same issue with the same electrical breaker and that there are currently no more problems with the electrical breakers.

Water Dripping from Ceiling Vent in Bedroom

This issue was raised, addressed and adjudicated in all prior cases, including the most recent one (T19-086/T19-0235) where the Hearing Officer granted a 2% ongoing rent

¹ Owner's exhibit A, 6 pages

reduction (\$55.73) due to the vent leak. The owner testified that he had four contractors check for leaks and check the vent, and that they did not find any traces of leaks.

The tenant testified at the hearing that there are no more issues with the vent leak.

Broken Sliding Patio Door Handle

This issue was raised, addressed and adjudicated in all prior cases, including the most recent one (T19-086/T19-0235) where the Hearing Officer granted a 1% on-going rent reduction (\$27.86) due to the broken door handle. The owner testified that the door is an access to the roof, not a patio, and is supposed to be sealed. The tenants are not allowed access to the roof but they continue to keep using the roof as their patio, and are thereby violating all prior RAP and Board Orders.²

The tenants testified that, when they rented this unit, they had a lakeview roof patio and they would like it to be restored. They testified that the rent reduction they are receiving is not a sufficient amount.

Effective July 1, 2017, the tenants are receiving a rent reduction in the amount of \$298.33 per month due to the loss of the patio (Hearing Decision in T17-0327, Didrickson v. Commonwealth Co.), but they continue to keep using the flat roof as their patio.

The Hearing Officer explained to the tenants that they are in violation of the Order if they are using the patio and receiving a rent reduction as ordered at the same time. The tenants testified that they continue to use the flat roof as their patio. The owner testified that the tenants have plants on the roof and that, if they continue to use the roof, they should be responsible for any roof leaks. He explained that this is a flat roof and not to be used for walking on or using as a patio with plants.

The owner testified that the handle had to be ordered but has now been replaced.

Rent Increase Issue Raised by the Board

The Tenant Petition in T23-0140 states that the contested rent increase proposed to increase the monthly rent from \$2,517.54 to \$3,134.15, effective September 1, 2023.

However, that was not the correct amount of rent increase. The tenant has been paying \$2,517.54 per month but this is not his correct legal rent. He testified that he believes he should be paying this amount despite the Orders in the prior Hearing Decisions, including the Orders by the Board.

 $^{^2}$ The tenants are receiving a rent reduction in the amount of \$298.33 per month due to the loss of the patio (Hearing Decision in T17-0327, Didrickson v. Commonwealth Co.), but keep using the flat roof as their patio (according to both parties).

The Owner Response lists the yearly CPI Rent increases (per Order determining the tenants' base rent (before reductions) as \$3,084.74, effective July 1, 2018) as follows:

- from \$3,084.74 to \$3,192.70, effective September 1, 2019;

- from \$3,192.70 to \$3,278.90, effective September 1, 2020;

- from \$3,278.90 to \$3,341.20, effective September 1, 2021;

- from \$3,341.20 to \$3,441.43, effective September 1, 2022;

- from \$3,441.43 to \$3,544.67³, effective September 1, 2023.

The owner testified that he only gave the rent increases for the allowable CPI amount amounts calculated from the monthly base rent of \$3,084.74 as of July 1, 2018 (per T18-0305), minus the ongoing deduction of \$298.33, which would have been \$2,786.41 per month.

The tenants have not paid any of the rent increases, nor even \$2,786.41; they kept paying \$2,517.54 per month.

When asked why they are not complying with any of the amounts stated in the prior Orders, the tenant testified that he does not agree with these amounts and should not pay more than what he is paying until the issues listed in the Notice of Violation of March 19, 2019, have been resolved. At the same time the tenant testified that he has no more problems with the vent leak and electrical breakers, which are the issues listed in that Notice of Violation.

The tenant testified repeatedly that he has always paid the rent of \$2,517.54 per month and that he should not pay more until all issues listed in the March 19, 2019, Notice of Violation are fixed. He kept referencing a Superior Court settlement from 2013 and did not understand that he was receiving rent reductions for the outstanding items. He testified at the hearing that all issues have now been resolved.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Electrical Issue Raised on Appeal

It is undisputed that the electrical breaker issue that the Board wanted the Hearing Officer to consider is the same electrical issue as raised in all tenants' prior petitions, including T23-0140. Additionally, the entire electrical system was replaced and upgraded when the new fire system for the building was upgraded, tested and signed off as completed in July 2024. Therefore, this claim is denied as already adjudicated.

Claims Raised in the Other Petitions

Additionally, all items listed above, raised in the tenants' petition were addressed and adjudicated in the prior case T19-0186/T19-0235, *Didrickson v. Commonwealth Co.,* that has now become the final decision.

³ The amount of \$3,134.15 (as stated on the Tenant's petition) is the net after deduction in services.

According to the Order in T19-0186/T19-0235, the tenants are receiving ongoing rent reductions as follows: 2% for the heating vent leak; 1% for the broken door handle and 1% for the electric breaker. Therefore, these three items are denied because they were already adjudicated in T19-0186/T19-0235, and became the final decision pursuant to the Remand Hearing Decision in T19-0186/T19-0235.

Therefore, the claims relating to the electrical breaker, vent leak and broken patio door handle raised in the Tenant Petitions T21-0161, T20-0193 and T19-0403 are denied as already addressed and adjudicated.

Rent Increase Raised on Appeal

The Board directed the Hearing Officer "to determine if the rent increase is lawful, while reviewing and considering Civil Code §1942.4 & O.M.C. §8.22.070.D.6." These two provisions relate to substandard housing with major, serious health, safety, fire or building code violations, on the verge of being condemned.

The tenants' unit is a top floor lake view penthouse unit, far from being substandard. The violations listed on the March 19, 2019, Notice of Violation do not amount to major or "serious" violations that would prevent the annual CPI rent increases. None of the contractors detected any leaks from the vent, the electricians did not detect any malfunctioning breakers until the major upgrade of the fire system, and the breakers did not malfunction during the Hearing Officer's inspection completed on November 25, 2015, in a prior case (T15-0374). The owner upgraded the fire alarm system and, as part of that project, replaced all main electrical breakers. Everything has been inspected, tested, and signed off. Currently, there are no pending code violations. The tenant agreed at the hearing that these issues have been resolved.

Therefore, the proposed CPI rent increase from \$3,441.43 to \$3,544.67 per month (\$3,134.15 net after deductions are applied) is valid.

<u>ORDER</u>

- 1. Tenant Petition T23-0140 is denied. The electrical issue is the same as the one decided in prior cases T19-0186/T19-0235, that became a final Hearing Decision when affirmed by the Board on May 11, 2023.
- 2. The rent increase raised in T23-0140 is lawful.
- 3. Tenant Petition T19-0403 is denied. The claims for decreased housing services raised in that petition are the same as those decided in prior cases T19-0186/T19-0235.
- 4. Tenant Petitions T20-0193 and T21-0161 are denied. The claims for decreased housing services raised in these petitions are identical to those decided in prior cases T19-0186/T19-0235.

- 5. There are no other outstanding issues that have not been addressed in prior decisions.
- 6. Currently, per prior final Hearing Decisions, the Tenants' base rent with reductions is as follows:
 - as of July 1, 2018, tenants' base rent is \$3,084.74 per month
 - reductions: \$298.33 per month for a loss of patio (per T17-0327);
 - 2% (\$55.73) per month for leaking vent per T19-0186/T19-0235;
 - 1% (\$27.86) per month for broken door handle per T19-0186/T19-0235;
 - 1% (\$27.86) per month for electrical breaker (T19-0186/T19-0235).

6. As stated in prior Orders, when the items listed above are repaired, the owner is entitled to raise the rent by percentage corresponding to each amount stated above. In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code §827 and the Rent Adjustment Ordinance.

7. If the tenants continue to use the roof as their patio, they are not entitled to the monthly reduction of \$298.33, and the owner may raise their rent by this amount after providing necessary notices pursuant to Civil Code 827 and the Rent Adjustment Ordinance.

<u>Right to Appeal</u>: This is the final decision of the RAP. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: October 11, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

<u>PROOF OF SERVICE</u> Case Number: T23-0140 Case Name: Didrickson v. Dang

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, Oakland, California, addressed to:

Documents Included Remand Hearing Decision

Owner

Ted Dang Commonwealth Management, Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

Manager

Allen Sam Common Wealth Properties Suite 500 1305 Franklin Street Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 15, 2024** in Oakland, California.

Teresa Brown-Morris Oakland Rent Adjustment Program

CITY OF OAKLAND RENT ADJUSTMENT PRO 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP		NOV -4 (2024 RECEN	
APPEAI			FEB 2 4 20	25
Appellant's Name CAR/os GlendA Didrickson	🗆 Own	er 🗹 Tenant	OAKLAND RE ADJUSTMENT PR	
Property Address (Include Unit Number) 2230 LAKES HORE AUC #7 CAKIAND, CA 94606				
Appellant's Mailing Address (For receipt of notices)	Case Number	,	21-0141	
	T20-0193,-			
5. • • • •	Date of Decision	on appealed 2024	·	
Name of Representative (if any)	Representative notices)	e's Mailing Add	ress (For	
]			í.

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) I 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.)

Revised February 29, 2024

- 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 the Owner's 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.)

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.*

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

I served a copy of: T23 - 140, T21 - 0161, T20 - 0193, T19 - 0463 (insert name of document served) \blacksquare And Additional Documents

and (*write number of attached pages*) <u>7</u> attached pages (*not counting the Appeal Form or the Proof of Service*) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

- ☑ a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- □ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- □ c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<u>Name</u>	Ted dang.
Address	1305 FRANKLIN ST SUITE 500
City. State Zip	OAKIAND, LA 94612
Email Address	
Neme	
Name	
Address	
Citv. State Zip	

Revised February 29, 2024

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on $\frac{12}{1}$ (insert date served).

11-12-24 CARIDI

161-2024

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 responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional 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 case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

Ms Moroz is leading Mr Dang by Saying her opinion on the roof leaking. Att any time during the petitions Hearing Pecisions was any Oakland Building Code Enforcement Notice of Violations signed off? ,.. No-We have not recieved any paper work from Oakland Building Inspectors Office of any Notice of Violation being signed off for any of the years 2019, 2020, 2021, 2022, 2023 or 2024 What does MS Morz consider Material · facts ? but She still listens to what Ted Dang says without Any signed off notice of violations. And No Fire Alarm installed in bedroom

(10f4)



. Ted Dang admits he didn't want to replace the patio door handle. Why does The Oakland Rent Adjustment Board not listen to the Oakland Superior Court Ruling? und retalation after the rest adjustment board decisions 30 days Ms Morzasks Ted to contact her if he needs more time, also there is supposed to be No contact with the hearing officer civil code section 1942,4 and Oakland Municipal Code 8.22,070, DiG

Electrical proplems are worse than I thought. Electrician was at our unit for 7 days, and then another 7 days (14 total days) and still unresolved

(3 4 4)

All four petitions that had a Hearing decision are given another hearing decision - that was good for the landlord, Why cant I bring up issues that were in the first remanded hearing & that Ms More decided to issue an administrative decision denying me my right to be heard. and the appeal board issued a remand back to the Same hearing officer who denied my petition for a Non working heater for 2 years,

I never said the electrical problems were solved, I said we never use the oven. So the breaker kicked after the hearing. The Electricians were here for 7 days at the time of the hearing and the Electricians were here an additional 7 days after the hearing issues are still not complete, The Electrician knows the GFI still have a problem, Electrical Inspector knows of this problem still being unresolved. Fire Alarm not installed in bedroom -MSMorz said Not to be concerned

about no fire alarm

are **entitled to a hearing** and if the landlord cannot prove legal grounds, the rent increase is not valid.

- If your unit is the subject of an outstanding building code violation or a formal code compliance letter has been issued, your landlord cannot legally raise your rent by any amount until the Building Department has certified that the issue has been fixed. To file a code compliance complaint, call the Code Enforcement office at 510-238-3381.
- Seek advice if you're not sure what your landlord is doing is legal. You can call the Rent Adjustment Program office at 510-238-3721 or visit the office at 250 Frank Ogawa Plaza (next to City Hall) Suite 6301 (6th floor). See the tenant resources listed here for help with your situation.

lome	Bill Information California Law Publications Other Resources My Subscriptions My Favorites
****	UP: << Previous Next >> cross-reference chaptered bills PDE Add To My Favorites
	CHAPTER 2. Hiring of Real Property [1940 - 1954.06] (Chapter 2 enacted 1872.)
	1942.4. (a) A landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit pursuant to subdivision (2) of Section 1161 of the Code of Civil Procedure, if all of the following conditions exist prior to the landlord's demand or notice:
	(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling.
	(2) A public officer or employee who is responsible for the enforcement of any housing law, after inspecting the premises, has notified the landlord or the landlord's agent in writing of his or her obligations to abate the nuisance or repair the substandard conditions.
	(3) The conditions have existed and have not been abated 35 days beyond the date of service of the notice specified in paragraph (2) and the delay is without good cause. For purposes of this subdivision, service shall be complete at the time of deposit in the United States mail.
	(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.
	(b) (1) A landlord who violates this section is liable to the tenant or lessee for the actual damages sustained by the tenant or lessee and special damages of not less than one hundred dollars (\$100) and not more than five thousand dollars (\$5,000).
	(2) The prevailing party shall be entitled to recovery of reasonable attorney's fees and costs of the suit in an amount fixed by the court.
	(c) Any court that awards damages under this section may also order the landlord to abate any nuisance at the rental dwelling and to repair any substandard conditions of the rental dwelling, as defined in Section 1941.1, which significantly or materially affect the health or safety of the occupants of the rental dwelling and are uncorrected. If the court orders repairs or corrections, or both, the court's jurisdiction continues over the matter for the purpose of ensuring compliance.
	(d) The tenant or lessee shall be under no obligation to undertake any other remedy prior to exercising his or her rights under this section.
	(e) Any action under this section may be maintained in small claims court if the claim does not exceed the jurisdictional limit of that court.
	(f) The remedy provided by this section may be utilized in addition to any other remedy provided by this chapter, the rental agreement, lease, or other applicable statutory or common law. Nothing in this section shall require any landlord to comply with this section if he or she pursues his or her rights pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.
	(Amended by Stats. 2003, Ch. 109, Sec. 1. Effective January 1, 2004.)

11/1/24, 2:09 PM Page 1 of 1 decision and the remaining amount of the noticed rent increase is not operative until the board has issued its written decision.

- 5. Final decision. The decision on a petition is final when any one of the following events have occurred:
 - a. A hearing officer decision has been issued and the time for appeal has passed without an appeal being filed;
 - b. An appeal decision is issued and the time to file a writ of administrative mandamus has passed without a writ being filed; or
 - c. When a court issues a final decision, including any further court appeals, on any writ of administrative mandamus contesting a Rent Board appeal decision.
- 6. No part of any noticed rent increase is operative during the period after the tenant has filed a petition and the applicable covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations as defined by Section 17920.3 of the California Health and Safety Code, excluding any, violation caused by a disaster or where the owner proves the violation was solely caused by the willful conduct of the tenant. In order for such rent increase to be operative the owner must provide proof that the cited violation has been abated. The owner must then issue a new rent increase notice pursuant to California Civil Code Section 827. The rent increase will be operative in accordance with Section 827. However, if an Owner files a petition for a Rent increase, the Tenant must include the allegation of code violations in the response to the petition for this subsection to be considered.
- E. An owner cannot increase the rent for a covered unit except by following the procedures set out in this Chapter (including the Just Cause for Eviction Ordinance (O.M.C. Chapter 8.22, Article II) and the Ellis Act Ordinance (O.M.C. Chapter 8.22, Article III)) or where Costa-Hawkins allows an owner to set the initial rent for a new tenant without restriction.
- F. Decreased housing services. A decrease in housing services is considered an increase in rent. A tenant may petition for an adjustment in rent based on a decrease in housing services under standards in the regulations. The tenant's petition must specify the housing services decreased. Where a rent or a rent increase has been reduced for decreased housing services, the rent or rent increase may be restored in accordance with procedures set out in the regulations when the housing services are reinstated.
- G. Pass-through of Fee. An owner may pass-through one half of the fee to a tenant in accordance with Section 8.22.500G. The allowed fee pass-through shall not be added to the rent to calculate the CPI Rent Adjustment or any other rent adjustment and shall not be considered a rent increase.

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CHRONOLOGICAL CASE REPORT

Case No.:	L25-0011
Case Name:	Miguel v. Tenant
Property Address:	1324 Campbell Street Oakland, CA 94607
Parties:	Owner- Joseph Miguel Tenant- Glenda Nunez

OWNER APPEAL:

Activity	Date
Owner Petition filed	January 21, 2025
No Tenant Response filed	
Hearing Date Scheduled	February 21, 2025
Administrative Decision mailed	May 1, 2025
Owner Appeal filed	May 20, 2025



PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE

<u>Please fill out this form as completely as vou can</u>. Rent increases based on anything other than the annual allowable CPI rate or banking must first be approved by the Rent Adjustment Program ("RAP") after a hearing. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING YOUR PETITION BEFORE SUBMITTING**. To make an appointment email <u>RAP@oaklandca.gov</u>.

Rental Unit Inf	ormation		
1324 Street Number Is there more than	Campbell Street Name one street address on the parcel?	A and B Oa Unit Number If yes, list all addresses:	kland, CA <u>94607</u> Zip Code
Type of unit(s) (<i>che</i>	 Single family home Condominium Apartment, room, or live-work 	Number of units on property:	2 6/2011
Case number(s) of	any relevant prior Rent Adjustment case(s): <u>no</u>	one	
Property Owne	r Information		
First Name Company/LLC/LP (Miguel Last Nan if applicable): 324 Campbell A, Oakland, CA, 94607		
	5103044700 Other Telephone:	Email:	ultrarelativistic@gmail.com
Property Owne	r Representative (Check one): 🛛 No H	Representative D Attorney	Non-attorney
First Name Mailing Address:	Last Name		anization (<i>if any</i>)
Phone Number:	Email:		
		· · · ·	

Owner Petition for Approval of Rent Increase Rev. 02.12.2024 Page 1 of 11

	GENE	ERAL FILING REQUIREMENTS
con		rrent on the following requirements and submit supporting documentation of without proof of compliance with the below requirements will be considered
	Requirement	Documentation
Ø	Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
	Payment of Rent Adjustment Program service fee ("RAP Fee") or evidence of exemption from the RAP Fee	Attach proof of payment of the current year's RAP Fee for the subject property or evidence of exemption from the RAP Fee (e.g., Certificate of Occupancy).
	Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below*. Image: The set of t
Evi uni	dence of registration for all affected cover Is (check one of the following boxes)	To support this declaration, I am providing:
	diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment. Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of	
	reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown. The subject property is exempt from the registration requirement	OR Declaration of Exemption: □ The residential property involved in this petition matter is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, the subject unit(s) are not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

GROUNDS FOR PETITION

<u>Select the grounds for this petition from the list below.</u> Check all that apply. See column on the right for filing requirements and documentation to be submitted together with the petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. For a full description of each justification, see the Rent Adjustment Program Regulations at: <u>https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf</u>.

Grounds	Description Require	

Owner Petition for Approval of Rent Increase Rev. 02.12.2024 Page 2 of 11

Capital Improvements	Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in the Regulations).	 Improvements meet the description of capital improvements set forth in the Regulations. Improvements completed and paid for within 24 months prior to petition filing date. <u>Complete</u> Worksheet A on page 4 of this petition. <u>Attach</u> documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finaled), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements.
Uninsured Repair Costs	Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.	 Repairs completed and paid for within 24 months prior to petition. Insurance proceeds insufficient to cover full amount of required repair costs. <u>Complete</u> Worksheet A on page 4 of this petition. <u>Attach</u> documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds.
Increased Housing Service Costs	Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units. Property tax is NOT considered a housing service cost.	 <u>Attach</u> documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments or property taxes.
Fair Return	Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.	 <u>Complete</u> Worksheet C on page 6 of this petition. <u>Attach</u> organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses.
Banking	Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in	 Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of >30% over the past 5 years. <u>Complete</u> Worksheet D on page 7 of this petition.

Owner Petition for Approval of Rent Increase. Rev. 02.12.2024

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	conjunction with petitions based on other grounds/justifications.	 <u>Attach</u> documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D.
Additional Occupant(s)	Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.	 Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020. Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant. <u>Attach</u> documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).
Tenant Not Residing in Unit as Principal Residence	If the tenant(s) no longer reside in the unit as their principal residence, an owner may increase the rent by any amount. See O.M.C. § 8.22.070.C.1.f and the implementing regulations of the Rent Adjustment Ordinance, § 8.22.020 ("Principal Residence").	Attach evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.

Page 4 of 11

			<u>HEET A</u> : D UNINSURE	D REPAIR	COSTS		
Owners who file per must complete the of documentation. Petitic calculations clearly d and may be dismissed	chart belov ons that do emonstratir	y, in addition not include of the claime	to attaching all re organized docume d justification will	quired supportir Intation and det be considered in	ng ailed		
Total number of resic building*:			For mixed-use buildings, provide:	Residential sq. ft Other use sq. ft: % residential use	-		
		BUILDI	IG-WIDE CAP	ITAL IMPRO	VEMENTS		
CATEGORY O	FIMPRO	VEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received
					UBTOTAL:		
	8 ()	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursemen or Tax Credit Received
					UBTOTAL:		

<u>Owners who submit petitions based on Increased Housing Service Costs must complete the chart below</u>, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises.

		YEAR 1 (two years ago) From: to	YEAR 2 (last year) From: to
		From:to (mm/dd/yy) (mm/dd/yy)	From:to (mm/dd/yy) (mm/dd/yy)
INCOME			
Rents		\$	\$
Parking		\$	\$
Laundry Income		\$	\$
Other:		\$	\$
	Total:	\$	\$
EXPENSES	İ		
Garbage		\$	T S
Water/Sewer	1	\$	\$
Electricity/Gas		\$	\$
Insurance	1	\$	S
Repairs and Maintena	nce	\$	\$
Pest Control	1	\$	S
Laundry Expenses	1	\$	\$
Parking	1	\$	\$
Elevator Service		\$	S
Security		\$	S
Furnishings	1	\$	S
Business License		\$	
Management Expense	es	\$	\$
Other:	di manana ang kanana a	\$	\$
Other:		\$	\$
Other:		\$	\$
	Total:	\$	\$

Owner Petition for Approval of Rent Increase Rev. 02.12.2024 Page 6 of 11

WORKSHEET C: FAIR RETURN

<u>Owners who submit petitions based on Fair Return must complete the chart below</u>, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.

	BASE YEAR (2014) From: 10/31/2015 to 10/31/2016 (mm/dd/yy) (mm/dd/yy)	LAST YEAR From: <u>1/1/2023</u> to <u>12/31/2023</u> (mm/dd/yy) (mm/dd/yy)		
INCOME				
Rents	\$2595	\$1995 + 2500		
Parking	\$0	\$ 0		
Laundry	\$0	\$0		
Other:	\$	\$		
Imputed rent if any unit owner/manager-occupied	\$ 2595	\$		
Imputed rent if any unit not rented to capacity	\$	\$		
Total	\$5190mo; 62280 yr	\$4495mo; 53940 yr		
EXPENSES				
Electricity/Gas	\$tenant	\$tenant		
Garbage	\$n/a	\$1384		
Water/Sewer	\$ n/a	\$ 1781		
Insurance	\$ 1358	\$ 1,049.00 + 2374		
Maintenance/Repairs	\$0	\$0		
Pest Control	\$0	\$0		
Laundry Expenses	\$ 0	\$0		
Parking	\$0	\$0		
Elevator Service	\$0	\$0		
Security	\$0	\$0		
Property Taxes	\$5607.42	\$7174.56		
Business License	\$0	S		
Management Expenses	\$ 354	\$1330		
Furnishings	\$0	\$0		
Capital Improvements (Amortized cost)	\$ ₀	\$ ₀		
Other: gardener	\$ 1200	\$1200		
Other: OAK busuness tax	\$	\$ 752 + 202		
Total	\$ 8519	\$ 17246		

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WORKSHEET D: BANKING

<u>Petitions based on Banking must include the below information</u>. List each tenant for whom you are seeking an increase. Attach all documents which support the dates and amounts shown in the chart. "Current Pass-Through Amount" refers to any capital improvement pass-through currently being paid by the tenant.

TENANT NAME	A Contraction of the second se	UNIT #	MOVE-IN DATE (mm/dd/yy)	RENT AT MOVE-IN	RENT 11 YEARS AGO (If tenant has lived in unit >11 years)	CURRENT RENT	CURRENT PASS- THROUGH AMOUNT (If any)
			<u></u>				· ·
	1						

Owner Petition for Approval of Rent Increase Rev. 02.12.2024 Page 8 of 11

List each tenant and the n Increase Sought," specify th	equested information for ea e ground(s) on which the ren	List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).	<u>n.</u> Attach additional copio i improvements, banking,	etc.).	ecessary. Under "Type of
TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT	TYPE OF INCREASE(S) SOUGHT
Glenda Nunez	1324 Campbell B	nunezglenda@yahoo.com	510 813 8703	1995	fair return
Joseph Miguel	1324 Campbell A		510 304 4700	2595 (imputed)	fair return
		¢			

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Owner Petition for Approval of Rent Increase Rev. 02.12.2024

OWNE	R VERIFICATION (Required)
I/We declare under penalty of perjury pursuant to the this Property Owner Petition is true and that all of the originals.	laws of the State of California that everything I/we said in documents attached to the Petition are true copies of the
YOOPT	9-8-24
Property Owner's Signature	Date
:	
Property Owner's Signature	Date
DOCUMENTATIO	IN IN EXCESS OF 25 PAGES
opting, as allowed by O.M.C. § 8.22.090 (B)(1) requested. The owner understands and agrees	Property Owner Petition exceeds 25 pages and the owner is (f), to not serve the attachments on the affected tenant(s) unless that tenant(s) may request paper copies of all documents in the tenant(s) with the attachments within 10 days of any such or review at the Rent Adjustment Program.
) ELECTRONIC SERVICE hty Recommended)
case electronically, if you agree to electronic service, response to a petition) only electronically and not by	ments in this matter from the RAP and from the OTHER
MEDI/	ATION PROGRAM
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is i Adjustment Hearing Officer, who will then issue a he	A trained third party will work with the parties prior to the hearing ttlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision.
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is Adjustment Hearing Officer, who will then issue a hear Mediation will only be scheduled if both parties agree	A trained third party will work with the parties prior to the hearing ttlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. It o mediate. Sign below if you agree to mediation in your case.
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is Adjustment Hearing Officer, who will then issue a hear Mediation will only be scheduled if both parties agree	reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case.
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case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is in Adjustment Hearing Officer, who will then issue a hear Mediation will only be scheduled if both parties agree I agree to have the case mediated by a Rent Adju	A trained third party will work with the parties prior to the hearing ttlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. To mediate. Sign below if you agree to mediation in your case. stment Program staff mediator.
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case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is in Adjustment Hearing Officer, who will then issue a hear Mediation will only be scheduled if both parties agree I agree to have the case mediated by a Rent Adju Property Owner's Signature INTERPR If English is not your primary language, you have the Adjustment hearing and mediation session. You can	A trained third party will work with the parties prior to the hearing titlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case. stment Program staff mediator. <u>9-8-24</u> Date ETATION SERVICES right to an interpreter in your primary language/dialect at the Ren
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case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set there will not be a formal hearing. If no settlement is in Adjustment Hearing Officer, who will then issue a hear Mediation will only be scheduled if both parties agree I agree to have the case mediated by a Rent Adju Property Owner's Signature INTERPR If English is not your primary language, you have the Adjustment hearing and mediation session. You can	A trained third party will work with the parties prior to the hearing titlement is reached, the parties will sign a binding agreement and reached, the case will go to a formal hearing with a Rent aring decision. to mediate. Sign below if you agree to mediation in your case. stment Program staff mediator. <u>9-8-24</u> Date ETATION SERVICES right to an interpreter in your primary language/dialect at the Rent request an interpreter by completing this section.

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-END OF PETITION-1 Page 11 of 11

Owner Petition for Approval of Rent Increase Rev. 02.12.2024

[AFFIX THIS PAGE TO FRONT OF PETITION WHEN SERVING TENANT(S)]



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

NOTICE TO TENANTS OF PROPERTY OWNER PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION form, it means that the owner of your unit has filed a case against you with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board").

- > YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).
- > TO RESPOND:
 - <u>Complete</u> and <u>sign</u> a TENANT RESPONSE form found on the RAP website. (<u>https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program</u>)
 - 2) <u>Complete</u> a PROOF OF SERVICE (POS) form (which is attached to the Response form and also available as a stand-alone document) and provide an <u>unsigned</u> copy of the POS to the owner (or owner's representative) together with a copy of your <u>signed</u> TENANT RESPONSE form sig
 - 3) <u>Submit</u> your <u>signed</u> TENANT RESPONSE form and a <u>completed</u> and <u>signed</u> PROOF OF SERVICE* form to RAP through RAP's online portal, via email, or by mail.

*Note: The Response will not be considered complete until a PROOF OF SERVICE is filed indicating that the owner has been served with a copy.

DOCUMENT REVIEW: There may be additional documents that were submitted in support of the owner petition that were not provided to you (see "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 9 of the petition). All documents are available for review at RAP. You may also request paper copies from the owner in your TENANT RESPONSE. The owner must then provide them to you within 10 days.

FOR ASSISTANCE: Contact a RAP Housing Counselor at (510) 238-3721 or by email at RAP@oaklandca.gov. Additional information is also available on the RAP website and on the TENANT RESPONSE form.



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711

www.oaklandca.gov/RAP



PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.

*Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing You Petition."

1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.

- 2) NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- Provide a completed and unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed and signed copy of this PROOF OF SERVICE form with RAP together with your signed petition. Your petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: ________ I served a copy of (check all that apply):

PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE plus ______ attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)

NOTICE TO TENANTS OF PROPERTY OWNER PETITION

Other: Supplemental and Worksheets

by the following means (check one):

- ➡ First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Glenda Nuñez
Address	1324 campbell #B
City, State, Zip	oakland, ca, 94607

Proof of Service Rev. 07/26/2023 Page 1 of 2

Name	
Address	
City, State, Zip	
Name	
Address	
City, State, Zip	
Name	
Address	
City, State, Zip	
L	
Name	
Address	
City, State, Zip	
Name	
Address	
City, State, Zip	
Name	
Address	
City, State, Zip	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

Joseph Miguel

PRINTED NAME

SIGNATURE

2024

DATE SIGNED

Proof of Service

Rev. 07/26/2023

Page 2 of 2

For Rent Adjustment Program date stamp.



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (<i>the preceding page of this</i> <i>petition packet</i>) and a completed PROOF OF SERVICE form together with your Petition.
*Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing You Petition."
1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
 NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance. Provide a completed and unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
4) File a completed and signed copy of this PROOF OF SERVICE form with RAP together with your signed petition. Your petition will not be considered complete until this form has been filed indicating that service has occurred.
On the following date:// I served a copy of (check all that apply):
PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE plus attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
INOTICE TO TENANTS OF PROPERTY OWNER PETITION
X Other: Supplemental and Worksheets
by the following means (check one):
First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Glenda Nunez
Address	1324 campbell #B
City, State, Zip	oakland, ca, 94607

Proof of Service Rev. 07/26/2023

	T
Name	
Address	
City, State, Zip	
Name	
Address	
City, State, Zip	
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City, State, Zip	
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City, State, Zip	
Name	
Address	
City, State, Zip	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

Joseph Miguel

PRINTED NAME

9-8-2024

DATE SIGNED

Proof of Service Rev. 07/26/2023 Page 2 of 2

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

Your Property Owner Petition form must be <u>received</u> by the Rent Adjustment Program within the required time limit for filing in the Rent Adjustment Ordinance. RAP staff cannot grant an extension of time to file your petition.

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

To make an appointment, email <u>RAP@oaklandca.gov</u> or call (510) 238-3721. Although the Housing Resource Center is temporarily closed for drop-in services, assistance is available by email or telephone.

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition (including proof of current business license, proof of payment of most recent RAP fee, and documentation in support of the requested rent increase) must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing.¹ You must serve a copy of any documents filed with RAP on the other party and file a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff by phone at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

SERVICE ON TENANT(S)

You are required to serve ALL the following documents on the tenant(s) affected by your Petition:

- 1. Copy of RAP form entitled "NOTICE TO TENANTS OF PROPERTY OWNER PETITION" (included in Petition packet and available on RAP website).
- 2. Copy of completed Petition form and attachments (exception for attachments in excess of 25 pages if owner selects this option).
- 3. Completed PROOF OF SERVICE form (included in Petition packet and available on RAP website).

You may serve tenant(s) by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that all tenants have been served.

DOCUMENTATION IN EXCESS OF 25 PAGES

If the documents submitted with your Petition exceed 25 pages, you may opt to not serve tenant(s) with all the attachments. To do so, check the box under "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 9 of the Petition. If a tenant requests copies of the documentation in their Tenant Response, you must provide the copies to the tenant within 10 days of receiving such request.

FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the

¹ Note that certain documents are required to be submitted with the Petition. See Petition form for details.

Page 1 of 2

Information Sheet Rev. 07/26/2023

RAP website or deliver the Petition to the RAP office by mail. 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. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

Via email:	hearingsunit@oaklandca.gov
Mail to:	City of Oakland Rent Adjustment Program 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243
File online:	https://www.oaklandca.gov/services/file-a-property-owner-petition
In person:	TEMPORARILY CLOSED City of Oakland Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313

AGREEMENT TO ELECTRONIC SERVICE

Except for service of a petition or a response to a petition, documents may be electronically served on you when you have agreed to receive electronic service from the Rent Adjustment Program and from the other party/parties to the case.

AFTER PETITION IS FILED

Tenant(s) have 30 days after service of the Petition to file a Response (35 days if served by mail). The tenant(s) must serve you with a copy of their Response form and any attachments filed with the Response. In most cases, RAP will schedule a hearing. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing may only be postponed for good cause.

FILE/DOCUMENT REVIEW

Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For moreinformation on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <u>https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases</u> or you can refer to the Guide on Oakland Rental Housing Law at <u>https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf</u>. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

Information Sheet Rev. 07/26/2023

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CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP



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, but are not limited to, 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 the maximum increase which changes annually with a 10% cap. You have a right to contest the proposed rent increase by responding to the owner's 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. The petition forms are available from the website at <u>Rent Adjustment Program Petition and Response Forms</u>.
- 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).
- The owner is 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

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.

Form – Notice to Tenants of RAP – EN – 10.26.21

Page 1 of 1

CIUDAD DE OAKLAND PROGRAMA DE AJUSTES EN EL ALQUILER 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP



AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland tiene un Programa de Ajustes en el Alquiler ("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 obtener más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1.º 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 para todo aumento del alquiler "guardado" que esté permitido. Estos incluyen, entre otros, 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 aumento máximo que cambia de manera anual con un 10 % de capitalización. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario.
- 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, usted 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. Información. Encontrará los formularios de petición disponibles en el sitio web, donde dice Rent Adjustment Program Petition and Response Forms "Formularios de Petición y Respuesta del Programa de Ajustes en el Alquiler".
- 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 y Reglamentos de Desalojo por Causa Justa, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para obtener más información contacte a la oficina RAP
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Ajustes en el Alquiler 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 parte de la tarifa que correspondería al inquilino.
- Oakland posce una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, "TPO") para . impedir el comportamiento abusivo por parte de los propietarios y para ofrecer a los inquilinos recursos legales en instancias donde hayan sido víctimas de comportamiento abusivo por parte de los propietarios (O.M.C. 8.22.600).
- El propietario ______ tiene _____ no tiene permitido establecer el alquiler inicial de esta unidad 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

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad _____, la unidad que .

Página 1 | 2 000200

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CIUDAD DE OAKLAND PROGRAMA DE AJUSTE A LA RENTA 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP



usted pretende alquilar.

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades 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

(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.

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屋崙 (奧克蘭) 市政府

租金調整分部

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP



住宅租金調整計劃的租客通知書

- 屋崙 (奥克蘭)市的租金調整分部 (RAP) 旨在限制租金調漲 (屋崙 (奥克蘭)市政法規 8.22 章)・且主要是針對建於 1983 年以前大多數的出租住宅單位・若要了解哪些單位在本計劃限制範圍內・請聯絡 RAP 辦事處。
- 從 2017年2月1日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存 放」漲幅,業主就必須向 RAP 陳情,調漲原因可包括但不限於固定資產整修和營運支出增加。對 於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅 不得超過每年最變動且最多 10% 的漲幅。如果不同意建議的租金調幅,您有權對業主的陳情提出 抗辯。
- 對租金調漲提出抗辯:您可以租金調漲違法或者住房服務縮為由,向 RAP 陳情抗辯。如果您要對租金調漲提出抗辩。(1) 且業主随同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十 (90) 天內提出陳情;(2) 但業主未隨這份「租客通知」提供租金調漲通知。則您必須在收到租金調整通知後的 120 天內提出陳情。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。若需要請願書表格,可上網站 Rent Adjustment Program Petition and Response Forms (租金調整分部請願書和回應表格) 取得。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金,若調漲金額獲 准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奥克蘭)市的驅逐管制規則 (屋崙 (奥克蘭)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(奥克蘭)市政府每年會向業主收取每個出租單位的「租金分部服務費」(Rent Program Service Fee)・若業主準時支付這筆費用 就有權向您收取一半費用。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)。
- 業主 4 得以 7 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)・如果業主不得設下毫無限制的起租租金 則前任房客遷出後生效的租金是

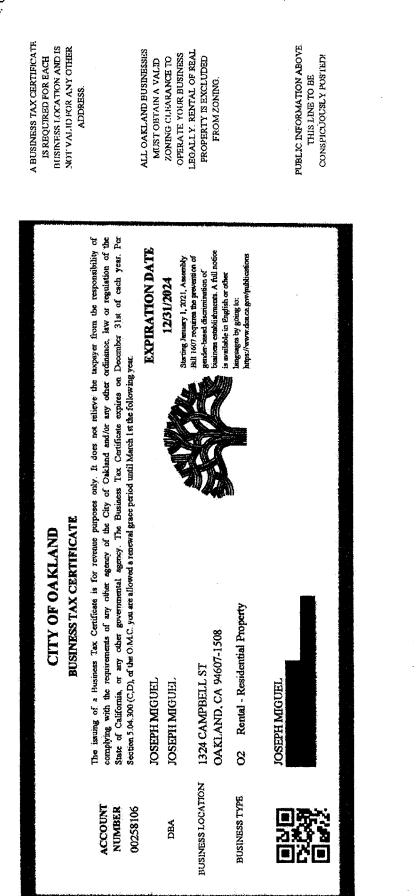
針對租客的吸煙政策聲明

- 住房單位_____(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。)

Form - Notice to Tenants of RAP - CH - 10.26.21

第1頁|共2頁

(510) 238-3721 CA Relay Service 71:		and, CA 94612-0243		CITY OF OAL		
www.oaklandca.gov	<u>/RAP</u>				- and 11 1 164	
■ 本建築物 「	有」或「沒有」指	言定的戶外吸煙區 (圈選一項)・該吸煙區位	於。		
我於		收到本通知書				
	(日期)		(租客簽名)			
本份屋崙 (奧克蘭 .a Notificación de) 市租客權利通知書 Derecho del Inquilin	Y附有中文版本・請到 No está disponible en e	牧電 (510) 238-3721 索取副 spañol. Si desea una copia,	本。 liame al (510) 238-3721		
Form - Notice to Te	nants of RAP – CH – 10.	26.24		第1頁 共2]		1





CITY OF OAKLAND

Revenue Division - Business Tax Section 250 Frank H. Ogawa Plaza, #1320 Oakland, CA 94612 (510) 238-3704 TDD (510) 238-3254 www.oaklandnet.com

Acknowledgement of Payment Received

Date: March 27, 2024

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

JOSEPH MIGUEL

Account #: 00258106

Account Name:

Account Address:

Account Paid:

O - RESIDENTIAL RENTAL PROPERTY

Business Address:

1324 CAMPBELL ST OAKLAND, CA 94607-1508

Please keep this acknowledgement for your records. Thank you.

Payment received by: TA



000205



CITY OF OAKLAND

Revenue Division - Business Tax Section 250 Frank H. Ogawa Plaza, #1320 Oakland, CA 94612 (510) 238-3704 TDD (510) 238-3254 www.caklaridnet.com

Acknowledgement of Payment Received

2021	
BT Registration Fee Credit Card	\$88.00
BT Late Reg Penalty Credit Card	\$22.00
BT Late Reg Interest Credit Card	\$155.01
BT Recordation and Tech Credit Card	\$3.00
BT SB1186 (AB1379) Credit Card	\$4.00
RAP Penaity - New Credit Card	\$101.00
RAP Rent Adjustment Program (O) Credit Card	\$202.00
2022	• • • • • • •
Business Tax Credit Card	\$1,621.27
BT Penalty Credit Card	\$405.32
RAP Interest Credit Card	\$582.40
BT Recordation and Tech Credit Card	\$4,50
BT SB1186 (AB1379) Credit Card	\$4.00
RAP Penalty - Renewal Credit Card	\$101.00
RAP Rent Adjustment Program (O) Credit Card	\$202.00
2023	<i>4202.00</i> ·
BT Penalty Credit Card	\$263.36
BT Interest Credit Card	\$158.26



www.oaklandnet.com/bustax.html



CITY OF OAKLAND

Revenue Division - Business Tax Section 250 Frank H. Ogawa Plaza, #1320 Oakland, CA 94612 (510) 238-3704 TDD (510) 238-3254 www.oaklandnet.com

Acknowledgement of Payment Received

BT Recordation and Tech Credit Card	\$5.00
BT Gross Receipts O Tax Credit Card	\$752.46
BT SB1186 (AB1379) Credit Card	\$4.00
RAP Penalty - Renewal Credit Card	\$101.00
RAP Rent Adjustment Program (O) Credit Card	\$202.00
2024	
BT Penalty Credit Card	\$75.25
BT Interest Credit Card	\$10.50
BT Recordation and Tech Credit Card	\$5.00
BT Gross Receipts O Tax Credit Card	\$752.46
BT SB1186 (AB1379) Credit Card	\$4.00
RAP Penalty - Renewal Credit Card	\$20.20
RAP Rent Adjustment Program (O) Credit Card	\$202.00
Total	\$6,050.99



www.oaklandnet.com/bustax.html

1	T.	SUMMARY
. L		SOUTHFULL

1	I. SUMMARY
2	1. This petition is based on the constitutionally mandated 'fair return' above the current
3	RAP maximum rent increase of 4.8%. ¹ The owner is petitioning that Oakland's hybrid MNOI-
4	CPI calculation be used, as preferred by case law and Oakland, with a base year of 2015.
5	2. This increase is due to new Oakland business taxes (\$752 + \$202 = \$80/mo) and an increase
6	in property insurance (~\$120/mo); other costs, such as property tax increases (\$31/mo
7	under the current tenant's tenancy), are not being included in this rent increase. The
8	proposed rent increase does not 100% cover the increased cost of operations since the
9	tenant's tenancy began.
10	3. Tenants have never had a rent increase.
11	4. The owner has offered to sell the building to the tenants for \$900k or \$450k per unit.
12	Both units declined. The loan is assumable at 3.75%, and creative financing was possible.
13	This offer would have given the tenants \$50-\$80k in free equity.
14	5. The proposed rent increase has not been determined yet; a discussion with the tenant is
15	necessary first. The first proposed rent increase will be above the allowed banked rent
16	increase.
17	6. The owner requests full rights to their 'constitutional minimum' rent price-that is, the
18	right to raise the rent up to the full constitutional minimum in future years and for
19	future tenants per MNOI calculations without further petitioning the RAP board.
20	7. MNOI 'base year' is being petitioned to be 2015 instead of 2014 by statutory exception.
21	'Adjusted CPI' at 60% is 40.2%.
22	
23	II. FACTS
24	Building
25	8. Insurance has increased from \$1,358 -> \$2,374 + \$1,049.00
26	9. Garbage/water increase is unknown.
27	
28	¹ O.M.C. \$8.22.070(C)(1)(d). Kavanau v. Santa Monica Rent Control Bd. (1997), 61 Cal. 4"' 761, 711.
	FAIR RETURN PETITION SUPPLEMENTAL (e.g., STIPULATION AND ORDER) - 1 000208

1	10. Property tax has increased from \$5,607 -> \$7,174.
2	11. Income: \$61,140 -> \$53,940. Expenses: \$6286 -> \$16,362.87. 2023 MNOI: \$89780.87.
3	12. Due to COVID restrictions, expenses from 2019 - 2024 were \$37,997 per Ziprent.
4	13. Since acquiring the property in 2011, the owner has spent roughly ~\$80k and 500+ hours on
5	repairs, maintenance, and improvements.
6	
7	UNIT A (top unit)
8	14. Owner occupied since 05/2024; historically rented for ~\$2500/mo.
9	15. Repairs and maintenance: new stove, fixed cabinets, ~\$14,000 in repairs/upgrades.
10	
11	UNIT B (bottom unit)
12	16. The lease started on 07/22/2022 at \$1995. There have been no rent increases.
13	17. Historically rented for ~\$2500/mo. Rent dropped from \$2600 -> \$1995 due to a combination
14	of WOE, COVID policies, and rent control (2022-02-08 - rent decreases on zillow.png).
15	18. Repairs and maintenance: frig, dry wall, plumbing.
15 16	18. Repairs and maintenance: frig, dry wall, plumbing. Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250.
16 17	Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250.
16 17	Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS
16 17 18	Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS 19. https://dao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Rent-Adjustments-
16 17 18 19	<pre>Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS 19. https://dao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Rent-Adjustments- Regulations-W-Rent-Registry-Regulations-3.28.2024 2024-03-28-185402 eaxp.PDF following</pre>
16 17 18 19 20	<pre>Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS 19. https://dao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Rent-Adjustments- Regulations-w-Rent-Registry-Regulations-3.28.2024 2024-03-28-185402 eaxp.PDF following 'Fair Return' section.</pre>
16 17 18 19 20 21	Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS 19. https://dao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Rent-Adjustments-Regulations-w-Rent-Pegistry-Regulations-3.28.2024/2024-03-28-185402/eaxp.PDF following 'Fair Return' section. 20. For MNOI calculation the base year should be 2015 (not 2014) at \$5190.
16 17 18 19 20 21 22	Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS 19. <u>https://cao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Rent-Adjustments-Regulations-w-Rent-Registry-Regulations-3.28.2024 2024-03-28-185402 eaxp.PDF following 'Fair Return' section. 20. For MNOI calculation the base year should be 2015 (not 2014) at \$5190. a. Unit A base year was owner occupied w/ a bedroom rented - rent should be imputed;</u>
16 17 18 19 20 21 22 23	Property management fee has increased from \$0 to \$100; Renewal fee \$0 to \$250. III. ARGUMENTS 19. <u>https://cao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Rent-Adjustments-Regulations-w-Rent-Registry-Regulations-3.28.2024 2024-03-28-185402 eaxp.PDF following 'Fair Return' section. 20. For MNOI calculation the base year should be 2015 (not 2014) at \$5190. a. Unit A base year was owner occupied w/ a bedroom rented - rent should be imputed; proposed is \$2500 given it is historically consistent.</u>
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1	use a different base date that use of base year 2014 will otherwise result in
2	injustice." "To pursue an alternative methodology, owners must first show that
3	they cannot get a fair return under an MNOI analysis."
4	c. The NOI for a property shall be the gross income less the following: property
5	taxes, housing service costs, and the amortized cost of capital improvements. Gross
6	income shall be the total gross rents lawfully collectible from a property at 100%
7	occupancy, plus any other consideration received or receivable for, or in
8	connection with, the use or occupancy of rental units and housing services. Gross
9	rents collectible shall include the imputed rental value of owner-occupied units. 3
10	21. No one calculation is the correct method.' MNOI should be the preferred method to use by
11	multiple Court in the most recent decisions because it is reasonable and preferred
12	standard ⁵ 6 ; Oakland also states their preference for MNOI ⁷ . Their rationale is that it
13	enforces the owner an equal rate of growth regardless of their purchase and finance
14	arrangements at the detriment of the tenants; hence why rents are regulated on CPI. ³ ⁹
15	22. Per regulation, the Owner is no longer receiving the income sufficient to keep the
16	current level of repairs and maintenance given recent changes in rent laws causing
17	increased risk and costs, inflation, insurance, and other expenses. ¹⁰
18	23. This petition combines return to MNOI CPI, banking, repairs and maintenance, and capital
19	improvements for a rent increase in one petition. ¹¹
20	24. The testimony of an appraiser or real estate expert regarding the market value of land
21	developed for allowed uses may constitute an important part of a landowner's confiscation
22	
23	³ Rent Adjustment Program Regulations. Oakland. Page 35. May 5, 2021 ⁴ Colony Cove Properties LC v. City of Carson (2013) 220 Cal App.4 840, 867
24	⁵ Oceanside Mobilehome Park Owners' Assn. v. City of Oceanside (1984) 157 Cal. App. 3d 887, 907
25	⁵ See Oceanside Mobilehome Park Owners Ass'n v. City of Oceanside (1984) 157 Cal.App.3d 887; Palomar Mobilehome Park Ass'n v. Mobile Hom Rent Review Commission
26	(San Marcos] (1993) 16 Cal. Ap. 4h 481; Colony Cove, supra, 220 Cal. Ap. 4"' 840 7 https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases
27	⁸ Cole v. City of Oakland Residential Rent Arbitration Bd. (1992) 3Cal.App.4" 693 ⁹ Galland V. City of Clovis (2001) 24 Cal. 4h 1003, p. 1026-27
28	¹⁰ O.M.C. §8.22.010(C). ¹¹ https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases
	FAIR RETURN PETITION SUPPLEMENTAL (e.g., STIPULATION AND ORDER) - 3
	000210

1	claim. EDWARD H. ZIEGLER, JR., RATHKOPF'S THE LAW OF ZONING AND PLANNING owner's rights
2	in land or housing. § 6:2-3 (4th ed. 2010) [hereinafter ZIEGLER, RATHKOPF'S]. In this
3	case, determining market value is not possible given the situation caused by WOE since it
4	no longer exists. Yet another reason to use MNOI.
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	FAIR RETURN PETITION SUPPLEMENTAL (e.g., STIPULATION AND ORDER) - 4

2015 Expense 2023 expenses	7174	1330	0	1200	2374	202	o	752	1,049.00	1384	1781	17246				29	8	40.2	
Expense 20	5607	354	0	1200	1358	0	0	0	0			8519				304			
2015 6	property tax	management exper	avg repairs and ma	gardener	landlord insurance	rap fee	business license	BT gross tax	umbrella insurance	garbage n/a	water/sewar n/a					LEC.	1	adjusted by 60% CPI	https://www.bls.g ov/data/inflation_ calculator.htm https://data.bls.go /timeseries/CUU R0000SA0 rytimeseries/CUU R0000SA0 PYDeptRent Controli2 - RENT BOARDIG - RENT BOARDIG - RENT BOARDIG - FORMS - LANDLORD PETTRIONSULandord Attachment A - MNOLdocx
CPI %		1.2658	2.0833	2.449	1.5936.	1.1765	4.6512	8.1481	4.1096							ē	5		
BLS CPI	237	240	245	251	255	258	270	292	304				Fair Return	Allowable	Rent	Increase			38678.922
	62280	62280	62280	60000	61200	61200	61200	53940	53940				_	•		xpenses	10.00	36694	
Unit B	2595	2595	2595	2600	2600	2600	2600	1995	1995			c			00	Expeses EI R519		17246	
Unit A U	2595	2595	2595	2400	2500	2500	2500	2500	2500			MNOI Calculation				Income Ex	004400	53940	
Year U	2015	2016	2017	2018	2019	2020	2021	2022	2023			ž			<u>ຫຼີ</u>	ln Raso Year		Current Year	Current Year Fair Net Operation Income (Base Year NOI adjusted by 60% increase in CPI) Fair NOI - Current NOI (aka allowable increase) per month per unit

From: rapregistration@oaklandca.gov Subject: Rent Registration Received for 1324 CAMPBELL ST OAKLAND CA 94607 US Date: April 4, 2024 at 11:23 PM To: 1324@josephiniguel.com

CITY OF OAKLAND

Rent Adjustment Program

Re: 1324 ¢AMPBELL ST OAKLAND CA 94607 US

APN: 006000900300

Dear joseph miguel,

This is to acknowledge that the Rent Adjustment Program (RAP) has received your rent registration for the residential dwelling units at the above-referenced property, as required by OMC 8.22.510. No additional action is required at this time.

Residential dwelling units covered by the Rent Adjustment Program and Just Cause for Eviction ordinances must be registered by July 1, 2024, and thereafter annually by March 1.

Please contact the Rent Adjustment Program if you have any questions at (510) 238-3721 or at <u>rentregistry@oaklandca.gov</u>. Our normal business hours are Mondays through Thursdays, from 9:30 a.m. – 4:30 p.m.

Sincerely,

Rent Adjustment Program

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



MULTI YEAR GROSS RECEIPTS

If the business start date in Oakland is in **2022** calendar year or prior, enter in prior calendar year(s) gross receipts below.

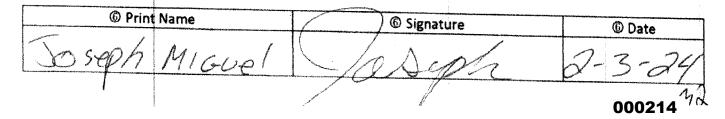
- ① Enter the month, day and year the business started generating revenue in Oakland.
- ⁽²⁾ Follow the arrow down and copy the same year to the row with December 31.
- ③ Enter in Gross Receipts for first calendar year of business.
- Submit additional calendar years with Gross Receipts, stop at 2023 calendar year.
- (5) Only if business start date is in 2022, enter Estimated Gross Receipts for 2023 calendar year.
- (6) At the end of the form print name, sign and date worksheet.
- \odot Submit this form online by uploading it with the new application.

① Business Start Date in Oakland

	Month	Day	Year			
	10	1	2024			
,		through	Q 🕇	*******	③ Gross Receipts	
	December	31	2024		\$ 474420	

	④ Next Calendar Year	④ Gross Receipt
January 1 – December 31	2015	\$ 12000
January 1 – December 31	2016	\$ 31140
January 1 – December 31	2017	\$ 31140
January 1 – December 31	2018	\$ 62280
January 1 – December 31	2019	\$ 62280
January 1 – December 31	2020	\$ 62280
January 1 – December 31	2021	\$ 62280
January 1 – December 31	2022	\$ 53940
January 1 – December 31	2023	\$ 53940
January 1 – December 31	2024	\$ 53940
January 1 – December 31		\$
January 1 – December 31		\$

		Only if start date is in 2022	S Estimated Gross Receipts
January 1	– December 31	2023	
			L 7



Legal Framework for Determining A Fair Return on Property.

Courts have upheld various formulae or methods for granting rent increases when they are reasonably related to a proper legislative purpose and do not preclude a fair return or necessitate unconstitutional results.

Although no case has defined specifically the term "fair return", the term has been described as one high enough to encourage good management, reward efficiency, discourage the flight of capital, is commensurate with returns on comparable investments but not so high as to defeat the purpose of preventing excessive rents. Accordingly, there is a range of rents that can be characterized as providing a fair return and a range of methodologies to arrive at such a return.

We have seen primarily two formulae utilized to determine a fair of return: (1) maintenance of net operating income; and (2) capitalization rate.

A. Maintenance of Net Operating Income Formula

In California the maintenance of net operating income ("MNOI") formula or standard is the most often used for determining a fair return. Courts have praised the MNOI standard for its fairness and ease of administration and because it preserves for a property owner the net operating income prior to the adoption of rent control. Generally, this involves a three-step process.

Step one is the determination of the Base Rent Year, which the Ordinance tells us is 2015 (the year before the Ordinance was adopted). The Ordinance also tells us that "Net Operating Income" is the gross revenues that a landlord has received in rent or any rental subsidy in the twelve months prior to serving a tenant with a notice of a rent increase less the "Costs of Operation" in that same 12-month period. Costs of Operation are the reasonable expenses a landlord incurs in the operation and maintenance of rental property such as property taxes, insurance, building maintenance, etc. Expressly excluded, however, are debt service, depreciation and the cost of capital improvements where the landlord has received a rent increase through a Capital Improvement Plan.

Step two involves the calculation of the base rent year net operating income for 2015 as adjusted for inflation through the date of the notice of the rent increase.

Step three involves the calculation of the difference between the base rent year net operating income, as adjusted for inflation, and the most recent 12 months of net operating income. That difference is then divided first by the number of rental units and then by twelve. That number represents what the landlord is entitled to as a rent increase in order to receive a fair return.

To take a simple example, assume a landlord has a 10 rental unit building, the base rent year net operating income, as adjusted by inflation, was \$100,000 and the NOI in the last twelve months was \$98,000; the difference being \$2000. The \$2000 is divided first by 10 (the number of units in the building) and then by 12 (months), to yield \$16.67. That would be the monthly rent

increase to which the landlord would be entitled in order, under this formula, to receive a fair return.

Typically, when this information is provided in the hearing, expert witnesses, such as accountants, are involved so that the information can be scrutinized and, in some cases, questioned in order for the Hearing Officer to make an informed decision.

B. Capitalization Rate Formula

Another formula that is sometimes used to determine a fair return is called the capitalization rate formula. Capitalization rates look to the value of property compared to the property's net operating income and reflect, to some extent, an owner's "return on investment", i.e. what is the "return" on the owner's investment in, say, rental property. In very simple terms, a "cap rate" is the ratio of the net operating income to the price/value of the property. For example, a property valued at 2 million dollars yielding \$10,000 in net operating income has a cap rate of 5%. There are companies that publish capitalization rates from sales of rental properties and appraisers will look at recent sales of rental property and use that information to determine a capitalization rate. Generally the more recent the sale is and the more localized the sale is, the more accurate the "cap" rate should be. The cap rate is then applied to the purchase price of the rental property, as adjusted by inflation, and compared to the purchase price, as adjusted by inflation, then a rent increase may be warranted.

Using our previous example, assume the purchase price of the rental property, as adjusted by inflation, was \$1.3 million (and we recognize that the purchase price of a 10 unit building is likely to be substantially more than \$1.3 million). If the proper capitalization rate were 8%, it yields \$110,000 which is more than the NOI (\$98,000). The landlord would need a monthly increase of \$100/month in order to receive a fair return. If, however, the proper capitalization rate were only 6%, it yields \$80,000, which is less than the \$98,000 and therefore, utilizing the cap rate method, no rent increase is necessary in order for the landlord to receive a fair return.

The critical factor, therefore, is determining the proper capitalization rate as the higher the rate, the more likely there will need to be a rent increase in order for the landlord to receive a fair return. As with the NOI formula, testimony concerning capitalization rates is often provided by expert witnesses, such as real estate appraisers or brokers or accountants.

Conclusion

The above is intended solely to provide an overview and guidance on fair return on property and there may be other methods that could be utilized to determine a fair return. Each petition is different and, as stated in the Ordinance, a fair return on property is not determined by the application of a fixed or mechanical accounting formula, keeping in mind, however, that the Ordinance must provide a landlord with a constitutionally required fair return on property.

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CONTINUED FROM FRONT SIDE

PERSONAL LIABILITY UMBRELLA POLICY

IMPORTANT NOTICE:

California law requires us to provide you with information for filling complaints with the State insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm[®] Executive Customer Service. PO Box 2320 Bloomington IL 51702 Phone # 1-800-STATEFARM (1-800-782-8332) Department of insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance Consumer Borvices Division 300 South Spring Street Los Angeles, CA 90013 Phone # 1-800-927-HELP (4357) or visit <u>www.insurance.ca.gov/01-consumers</u>

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State Farm 57-EQ-S313-7 (0098)

553-4370 CA

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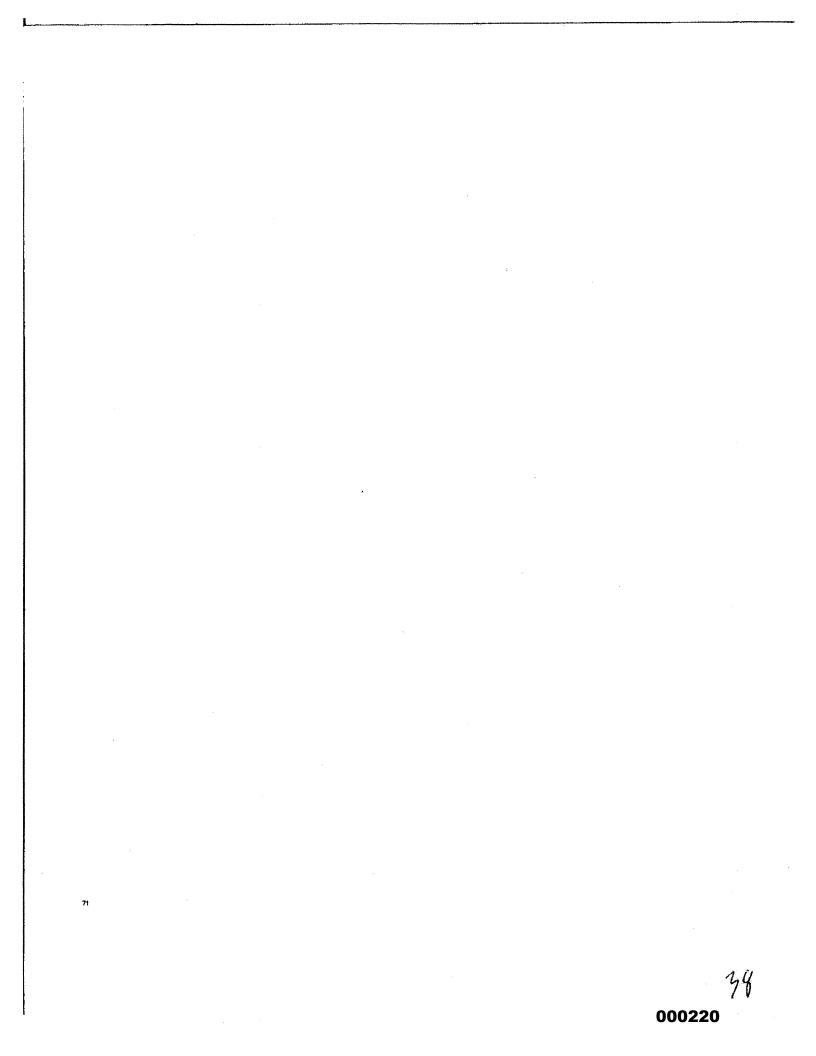
IMPORTANT NOTICE Anti-Fraud Disclosure

For your protection California law requires notification of the following disclosure:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

553-4370 CA

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Forms, Options, & Endorsements Special Form 3 Policy Endorsement Form 438bfu NS Lndr Loss Pay Amendatory Endorsement Rental Dwelling Endorsement Extra Replacement Cost Cov Registered Domestic Parbriship Amendatory Collapse Mandatory Reporting Endorsement Terrorism Insurance Cov Notice Genl CO Signature Endorsement State of Emergency Amendatory Debris Removal Endorsement	P-8103.3 EE-8315.2 EE-8315.2 EE-8205 EE-2408 EE-8700 EE-5383 EE-68909.3 EE-58832.1 EE-58832.1 EE-8445	colicy Premium \$ 1,440.0 0	0
O Your policy consists of this page, any and the policy form. Please keep thes	ther limits and exclusions may endorsements e together.	y apply - refer to your policy	
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CONTINUED FROM FRONT SIDE

Forms, Options, & Endorsements Bidg Ordinance or Law Covg 50% FE-7425.2 Peplacement Cost-Contents Option RC

The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.

IMPORTANT NOTICE:

This policy includes building code upgrade coverage of \$ 391,250. Refer to the Important Notice for possible terms, limits, conditions, or restrictions.

IMPORTANT NOTICE:

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California law requires us to provide you with information for filling complaints with the State insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to;

State Farm[®] Executive Customer Service PO Box 2320 Bloomington IL 61702 Phone # 1-800-STATEFARM (1-800-782-8332) Department of insurance complaints should be liked only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance Consume: Services Division 300 South Spring Street Los Angelas, CA 90013 Phone # 1-800-927-HELP (4357) or visit <u>www.insurance.cs.gov/01-consumers</u>

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State Farm

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FE-8315.2

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SPECIAL FORM 3 POLICY ENDORSEMENT (California)

DEFINITIONS

The following definition is added:

"fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

The following new section is added after COVERAGE C - LOSS OF RENTS but before ADDITIONAL COVERAGES:

SECTION I - PROPERTY SUBJECT TO LIMITATIONS

We will not pay more than \$5,000 for loss to insured property damaged by or resulting from fungus not otherwise excluded under SECTION I - LOSSES NOT INSURED. Regardless of the number of structures or other property items insured, a single \$5,000 limit of insurance is the most we will pay for loss in any one occurrence for all Section I coverages and OPTIONAL POLICY PROVISIONS combined. This limitation applies to loss to insured property, including all costs or expenses for:

- a. any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by fungus;
- b. any remediation of fungus, including the cost or expense to:
 - remove or clean the fungue from covered property or to repair, restore or replace that property;
 - (2)tear out and replace any part of the building or other property as needed to gain access to the fungue;
 - (3) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the fungus; or
 - (4) remove any property to protect it from the presence of or exposure to fungus;
- c. the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of fungue, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

SECTION I - ADDITIONAL COVERAGES, the following is added and applies to all SECTION I - ADDITIONAL COVER-AGES:

The following Additional Coverages are subject to all the terms and provisions of this policy (including SECTION I - LOSSES NOT INSURED), unless otherwise specifically stated in the terms of the Additional Coverage.

SECTION I - LOSSES NOT INSURED is replaced by the following:

- We do not insure for any loss to the property described in Coverage A and Coverage B which is caused by one or more of the items below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these;
 - a. collapse, except as specifically provided in SECTION I, ADDITIONAL COVERAGES, Collapse;
 - b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - (1) maintain heat in the building; or
 - (2) shut off the water supply and drain the system and appliances of water;
 - c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock;
 - d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is completed and occupied;
 - theft of any property which is not actually part of any building or structure;
 - f. mysterious disappearance;
 - g. vandalism and malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - wear, tear, marring, scratching, deterioration, inherent vice, latent defect and mechanical breakdown;
 - i. rust or wet or dry rot;
 - j. contamination;
 - k. smog, smoke from agricultural smudging or industrial operations;
 - settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;

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CONTINUED

m. birds, vermin, rodents, insects or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals.

However, we do insure for any resulting loss from items a. through m. unless the resulting loss is itself a Loss Not insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
 - a. Earthquake.

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We do insure for direct physical loss by fire resulting from earthquake, provided the resulting fire loss is itself a Loss Insured.

- b. Nuclear Hazard, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke. However, we do insure for direct loss by fire resulting from the nuclear hazard.
- 3. We do not insure under any coverage for any loss which is caused by one or more of the items below, regardless of whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
 - Ordinance or Law, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
 - b. Earth Movement, meaning the sinking, rising, shifting, expanding, or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to landslide, mudflow, sinkhole, subsidence and erosion. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in SEC-TION I, ADDITIONAL COVERAGES, Volcanic Action.
 - We do insure for direct physical loss by fire resulting from earth movement, provided the resulting fire loss is itself a Loss Insured.

- c. Water Damage, meaning:
 - (1)flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (2)water or sewage which backs up through sewers or drains or enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water drained from the foundation area;
 - (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
 - (4)continuous or repeated seepage or leakage of water or steam from a:
 - (a) heating, air conditioning or automatic fire protective sprinkler system;

(b) household appliance; or

(c) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors.

We do insure for direct physical loss by fire, explosion, or theft resulting from water damage provided the resulting loss is itself a Loss Insured.

- d. Neglect, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Loss Insured.
- e. War, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. Fungue, including the growth, proliferation, spread or presence of fungue, and including:
 - (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by fungue;
 - (2) any remediation of fungue, including the cost or expense to:
 - (a) remove or clean the fungus from covered property or to repair, restore or replace that property;

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StateFarm 97-C6-V2

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- (b) tear out and replace any part of the building or other property as needed to gain access to the fungue;
- (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the fungus; or
- (d) remove any property to protect it from the presence of or exposure to fungus;
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of fungus; whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

However, we will pay for loss as specified under SEC-TION I - PROPERTY SUBJECT TO LIMITATIONS.

- We do not insure under any coverage for any loss caused by one or more of the items below:
 - a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

b. defect, weakness, inadequacy, fault or unsoundness in:

(1)planning, zoning, development, surveying, siting;

(2) design, specifications, workmanship, construction, grading, compaction;

(3) materials used in construction or repair; or

(4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the residence premises; or

c. weather conditions.

We do insure for direct physical loss resulting from items a., b. and c. provided the resulting loss is itself a Loss Insured. We do not insure under any coverage for any loss consisting of the items in paragraphs 1., 2., 3. or 4. This exclusion does not apply if the loss is caused by a peril which is not otherwise excluded.

SECTION II - EXCLUSIONS

The following exclusion is added to item 1 .:

- l. any:
 - (1) bodily injury, personal injury, or property damage arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungus at or from any source or location; or

(2) loss, cost or expense arising out of any:

- (a) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of fungue; or
- (b) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of fungus.

OPTIONAL POLICY PROVISIONS

The first sentence under OPTIONAL POLICY PROVISIONS is replaced by the following:

The following Optional Policy Provisions are subject to all the terms and provisions of this policy (including SECTION I - LOSSES NOT INSURED and SECTION II - EXCLU-SIONS), unless otherwise specifically stated in the terms of the option.

Each Optional Policy Provision applies only as indicated in the **Declarations** or Extension Certificate.

All other policy provisions apply.

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FE-1313 Page 1 of 2 Form 438BFU NS (Rev. May 1, 1942)

FORM 438BFU NS - LENDERS LOSS PAYABLE ENDORSEMENT

S.F. FORM

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- Loss or damage, if any, under this policy shall be paid to the Payee named on the Declarations of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
- 2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended; (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender here-under that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
- 4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
- 5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurence.

State Farm

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- 6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
- 7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
- 8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
- All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the Declarations.

Approved:

Board of Fire Underwriters of the Pacific, California Bankers' Association, Committee on Insurance.

(0139)

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FE-8205 AMENDATORY ENDORSEMENT (California)

SECTION | AND SECTION || - CONDITIONS

Under 5. Cancellation item b.(3) is replaced by:

When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been:

- (a) conviction of a crime having as one of its necessary elements an act increasing the hazard insured against;
- (b) discovery of fraud or material misrepresentation;
- (c) discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against, or
- (d) physical changes in the property insured against which result in the property becoming uninsurable.

We may cancel this policy by notifying you at least 45 days before the date cancellation takes effect.

Under 5. Cancellation item b.(4) is changed from "30" to "45" days.

Item 6. Non-Renewal is changed from "30" to "45" days.

FE-8205

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FE-2408 Page 1 of 1

FE-2408 RENTAL DWELLING POLICY ENDORSEMENT

SECTION I - CONDITIONS

The following language under Loss Settlement:

We will pay the actual cash value of the damage to the buildings, up to the policy limit, until actual repair or replacement is completed.

You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

wherever located in the policy or any endorsement attached to the policy, is deleted in its entirety and replaced by:

Until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the building, up to the applicable limit of liability shown in the Declarations, not be exceed the cost to repair or replace the damaged part of the building;

When the repair or replacement is actually completed, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the building, or an amount up to the applicable limit of liability shown in the Declarations, whichever is less; and

To receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the building within two years after the date of loss, and notify us within 30 days after the work has been completed.

SECTION | AND SECTION || -- CONDITIONS

Item 8. is replaced by the following:

- 8. Subrogation and Reimbursement.
 - a. Subrogation.
 - (1) Applicable to SECTION I YOUR PROPERTY:

If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That insured must do

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everything necessary to secure our rights and must do nothing after loss to impair them. But an insured may waive in writing before a loss all rights of recovery against any person.

(2) Applicable to SECTION II - YOUR LIA-BILITY:

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An insured must do nothing after loss to impair them. At our request, an insured will bring suit or transfer those rights to us and help us enforce them.

Subrogation does not apply under Section II to Premises Medical Payments.

b. Reimbursement.

If we make payment under this policy and any insured to or for whom we make payment recovers or has recovered from another person or organization, then the insured to or for whom we make payment must:

- (1) hold in trust for us the proceeds of any recovery, and
- (2) reimburse us to the extent of our payment.

The following condition is added:

- Change of Policy Address. We may change the named insured's policy address as shown in the Declarations and in our records to the most recent address provided to us by:
 - a. you or
 - b. the United States Postal Service.

OPTIONAL POLICY PROVISIONS

Option RC - Replacement Cost - Contents

Item b. (2) is replaced by the following:

(2) Loss to property not repaired or replaced within two years after the loss will be settled on an actual cash value basis.

All other policy provisions apply.

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State Form

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EXTRA REPLACEMENT COST COVERAGE ENDORSEMENT

SECTION I - COVERAGES

The following is added:

EXTRA REPLACEMENT COST COVERAGE

We will settle covered losses for the amount you actually and necessarily spend to repair or replace the dwelling under Coverage A or other building structures under Dwelling Extension, up to the applicable limit of liability shown in the Declarations. If the amount spent for covered damage exceeds the applicable limit of liability stated in the Declarations, an additional 20% of the stated limit is available to cover the cost of repair or replacement.

Report Increased Values.

You must notify us within 90 days of the start of any new building valued at \$5,000 or more or any additions to or remodeling of buildings which increase their values by \$5,000 or more and pay any additional premium due for the increase in value. If you fail to notify us within 90 days, our payment will not exceed the limit of liability applying to the building. See SECTION I - CONDITIONS, Loss Settlement for additional provisions.

SECTION I - CONDITIONS

Loss Settlement, item c. is deleted and replaced by the following:

- c. Buildings under Coverage A and other structures (except fences) under Dwelling Extension at replacement cost without deduction for depreciation, subject to the following:
- (1)We will not pay more than the \$10,000 limit on land as provided in SECTION I - ADDITIONAL COVER-AGES.

FE-8702

(8/97)

(2)We will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smaller of the following amounts:

FE-8702 (8/97)

- (a) the replacement cost of that part of the building damaged for equivalent construction and use on the same premises;
- (b) the amount actually and necessarily spent to repair or replace the damaged building; or
- (c) the limit stated in the Extra Replacement Cost Coverage provision.
- (3)We will pay the actual cash value of the damage to the buildings or other structures, up to the policy limit, until actual repair or replacement is completed.
- (4) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings or other structures on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.
- (5)We will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

If more than one location is scheduled on this policy, the coverage provided by this endorsement applies separately to only those locations where this endorsement title and number are shown in the Declarations.

All other policy provisions apply.

FE-5383 Page 1 of 1

REGISTERED DOMESTIC PARTNERSHIP ENDORSEMENT (California)

When used in the provisions of this policy or any endorsement attached to this policy, the word "spouse" is replaced with "spouse or registered domestic partner under California law".

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AMENDATORY COLLAPSE ENDORSEMENT

The SECTION I - ADDITIONAL COVERAGE, Collapse, is deleted and replaced with the following:

Collapse. We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, volcanic action, talling objects, weight of ice, snow or sleet, water damage, breakage of building glass, all only as insured against in this policy;
 - falling objects does not include loss of or damage to;
 - (a) personal property in the open; or
 - (b) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object;

- (2) water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam;
- hidden decay of a supporting or weight-bearing structural member of the building;
- hidden insect or vermin damage to a structural member of the building;
- d. weight of contents, equipment, animals or people;
- weight of ice, snow, sleet or rain which collects on a roof; or
- f. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e. and f. unless the loss is the direct and immédiate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

All other policy provisions apply.

FE-8700 (7/97)

> FE-5801 Page 1 of 1

FE-5801 MANDATORY REPORTING ENDORSEMENT

The following CONDITION is added:

Duties of an injured Person - Coverage M - Mandatory Reporting. The injured person, or, when appropriate, someone acting on behalf of that person, shall:

a. provide us with any required authorizations; and

b. submit to us all information we need to comply with state or federal law.

FE-5801

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FE-8700 (7/97) StateFarm 97-C6-V266-4 (0141)

FE-6999.3 Page 1 of 1

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERROR-ISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UN-DER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUB-JECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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FE-5832.1 Page 1 of 1 8

GENERAL COMPANY SIGNATURE ENDORSEMENT

The last section of your policy is replaced with the following:

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by our duty authorized Agent of this Company at the agency hereinbefore mentioned.

Lynne M. Youxel

Secretary

Thomas Couldy

President

The Board of Directors, in accordance with Article VI (c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

FE-5832.1

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0141

(CONTINUED)

FE-1604.1 Page 1 of 1

STATE OF EMERGENCY AMENDATORY ENDORSEMENT (California)

SECTION I - CONDITIONS

Wherever located in this policy or any endorsement attached to this policy, the following is added to item 3. Loss Settlement under c.:

If the loss is related to a state of emergency, as defined in Section 8558 of the Government Code, you must complete the repair or replacement within 36 months from the date that we make the first payment toward the actual cash value of the property to receive any additional payments on a replacement cost basis.

Additional extensions of six months shall be provided to you for good cause subject to the terms of Section 2051.5 of the California Insurance Code.

The following is added to item 8. Sult Against Us:

If the loss is related to a state of emergency, as defined in subdivision (b) of Section 8558 of the Government Code,

FE-1604.1

the time limit to bring suit is extended to 24 months after inception of the loss.

OPTIONAL POLICY PROVISIONS

The following is added to Option RC - Replacement Cost - Contents under b.:

If the loss is related to a state of emergency, as defined in Section 8558 of the Government Code, you must complete the repair or replacement within 36 months from the date that we make the first payment toward the actual cash value of the property to receive any additional payments on a replacement cost basis.

Additional extensions of six months shall be provided to you for good cause subject to the terms of Section 2051.5 of the California Insurance Code.

All other policy provisions apply.

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FE-8445 (4/95)

DEBRIS REMOVAL ENDORSEMENT

SECTION I - ADDITIONAL COVERAGES

Debris Removal is replaced by the following:

 Debris Removal. We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

We will pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the residence premises when the tree has caused a Loss Insured to Coverage A property.

When the amount payable for the property damage plus the debris removal expense exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense.

All other policy provisions apply.

FE-8445 (4/95)

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(CONTINUED)

StateFarm 97-C6-V266-4 (0142)

FE-7425.2 (4/91)

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BUILDING ORDINANCE OR LAW COVERAGE ENDORSEMENT (50% of Coverage A)

When a structure covered under Coverage A - Dwelling is damaged by a Loss Insured, our payment for the damage will be based on any ordinance or law in effect at the time of the loss regulating the construction or repair of the damaged portion of the structure.

If, as a result of the Loss Insured, the undamaged portion of the damaged structure requires demolition due to the enforcement of any ordinance or law in effect at the time of the loss, we will also pay for the actual cash value, the actual cost of demolition and the actual cost of debris removal of the undamaged portion of the structure.

The limit of insurance provided by this endorsement will not exceed 50% of the **Coverage A** limit listed in the **Declarations** at the time of the loss, as adjusted by the inflation coverage provisions of the policy. This is an additional amount of insurance.

All other policy provisions apply.

FE-7425.2 (4/91)

SCHEDULE E (Form 1041)							
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KIA For Paperwork Reduction Act Notice, see the senarate inst		17, or Form 104	ONR, line 18. Otherwise, include this amount in				
	KIA	For Pane	work Reduction Act Notice see the converts inc	Ť			

2014-2015 INTERNET COPY	Fixed Charges and/or Special Assessments Description Phone Amoun	t
For Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015 ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT Donald R. White, Treasurer and Tax Collector 1221 Oak Street, Room 131 Oakland, California 94612 Parcel Number Tracer Number Tax-Rate Area Special Handling 6-9-3 01765700 17-046 045/CoreLogic Tax Location of Property 1324 CAMPBELL ST, OAKLAND Assessed to on January 1, 2014 ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21	MOSQUITO ABATEMENT 800-273-5167 CSA PARAMEDIC 800-441-8280 CSA VECTOR CONTROL 800-273-5167 CITY EMERG MEDICAL 510-238-3704 CITY PARAMEDIC SRV 510-238-3704 SCHOOL MEASURE G 510-879-8884 PERALTA CCD MEAS B 800-792-8021 VIOLENCE PREV TAX 510-238-3704 FLOOD BENEFIT 12 510-670-5762 HAZ WASTE PROGRAM 877-786-7927 CSA VECTOR CNTRL B 800-273-5167 MOSQUITO ASSESS 2 800-273-5167 AC TRANSIT MEAS VV 877-299-1190 CITY LIBRARY SERV 510-238-3704 EBMUD WETWEATHER 510-238-3704 EBMUD WETWEATHER 510-238-3704 EBMUD WETWEATHER 510-238-3704 EBMUP WETWEATHER 510-238-3704 EBMUP WETWEATHER 510-238-3704 EBMUP WETWEATHER 500-676-7516 EBMUP WE	3.50 58.1(1 26.52 21.1(1 20.00 195.00 136.30 16.0(1 3.7, 2.3) 96.00 127.8 89.3 5.4 16.5 143.7
THIS IS NOT AN OFFICIAL BILL	Total Fixed Charges and/or Special Assessments 1,	042.9
THIS IS NOT AN OFFICIAL BILL	Tax Computation Worksheet Description Full Valuation x Tax Rate = Tax Am	ount
Tax-Rate Breakdown Taxing Agency Tax Rate Ad Valorem Tax	LAND 92,493 IMPROVEMENTS 215,817	
COUNTYWIDE TAX 1.0000 % 3,013.10 VOTER APPROVED DEBT SERVICE:		490.1
CITY OF OAKLAND 1 0.2042 % 615.26 SCHOOL UNIFIED 0.1745 % 525.79 SCHOOL COMM COLL 0.0412 % 124.14	HOMEOWNERS EXEMPTION -7,000 1.4376 %	,432.2 -100.€
BAY AREA RAPID TRANSIT 0.0045 % 13.56 EAST BAY REGIONAL PARK 0.0085 % 25.61 EBMUD SPEC DIST 1 0.0047 % 14.16		,331.6
		NYZA Due
TOTAL AD VALOREM TAX (AV TAX) 1.4376 % 4,331.62		,374.8
dishonored payments.	THIS AMOUNT DUE FEB 1, 2015 ==> PAID \$ 2,6 After APRIL 10, 2015 pay	87.2
	(Includes delinquent penalty of 10% and \$10.00 cost) PAID APR 10, 20	15
ECheck is free of charge; Accepted through June 30, 2015 @ http://www.acgov.org/propertytax/.		
Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @ http://www.acgov.org/propertytax/ through June 30, 2015. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.	IRST INSTALLMENT PAYMENT, 2014-2015 PARCEL NO. 6-9-3 INTERNET COPY TRACER NO. 01765700	
Subscribe to receive email alerts about important property to tax dates online @ http://www.acgov.org/propertytax/.	THIS AMOUNT DUE NOV 1, 2014 ==> PAID \$ 2,6	87.2
This bill is as of January 27, 2024 12:41 PM and may not include pending payments and roll corrections.	After DECEMBER 10, 2014 pay	
	(Includes delinquent penalty of 10%) PAID DEC 9, 201	4
Please See Reverse For More Information		
Please See Reverse For More Information Image: See Reverse For More Informatin Image: See Reverse	5	5

Additional Fixed Charges Description	Phone	Amount
	1 10210	Annound
		1
		1
		4
	1	1
		1
		1
dditional Fixed Charges and/or	1	1

- 1. Partial payments are not acceptable payments made for less than the total installment due will be returned to the taxpayer.
- 2. Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.
- 3. Filling an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
- 4. New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

SEND THIS STUB WITH YOUR 2nd **INSTALLMENT PAYMENT** Due: **FEBRUARY 1, 2015** Delinquent: 5 p.m., APRIL 10, 2015

INFORMATION ABOUT YOUR 2014-2015 SECURED TAX BILL

- 1. Property Assessment and Attachment of Tax Lien: The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
 - (a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Bulkling, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
 - (b) Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
- Your Tax Collector does not determine the amount you pay in taxes. Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- 3. The Total Amount Due is payable in two installments:
- (a) The 1st installment is due on NOVEMBER 1, 2014 and is delinquent at 5 p.m. DECEMBER 10, 2014 after which a 10% penalty attaches.
- (b) The 2nd installment is due on FEBRUARY 1, 2015 and is delinquent at 5 p.m. APRIL 10, 2015 after which a 10% penalty and \$10 cost attach.
- (c) In order to pay both installments at the same time, remit the TOTAL AMOUNT DUE with both installment payment stubs by DECEMBER 10, 2014.
- (d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day,
- 4. If the amount due is unpaid at 5 p.m. June 30, 2015, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

5. Full Value Exemption Legend:

M-Miscellaneous

S- Public School

W-Welfare/Others

- C- Church D- Welfare/Hospital G-Cemetery
 - H- Homeowner
 - R- Religious
 - V- Veteran
 - X- Combination
- 6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2014, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2014. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.
- 7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill

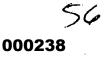
Do Not Use This Stub After June 30, 2015 2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT **NOVEMBER 1, 2014** Due:

Delinguent:

5 p.m., DECEMBER 10, 2014

Do Not Use This Stub After June 30, 2015 TO PAY BOTH INSTALLMENTS SEND BOTH STUBS



2015-2016	INICAN	ET COPY			es and/or Special		
S ALAME	Ining July 1, 2015 an DA COUNTY ED PROPERT surer and Tax Collector n 131 1612 Tracer Number Ta 01764800 T, OAKLAND ry 1, 2015 AND ADDRESS AF	Y TAX STAT or X-Rate Area Spec 17-046 045/Cc	EMENT ial Handling preLogic Tax	Description CITY DELINQ GRBAGE MOSQUITO ABATEMENT CSA PARAMEDIC CSA VECTOR CONTROL CITY EMERG MEDICAL CITY EMERG MEDICAL CITY PARAMEDIC SRV CSA LEAD ABATEMENT SCHOOL MEASURE G PERALTA CCD MEAS B OUSD MEASURE N VIOLENCE PREV TAX FLOOD BENEFIT 12 HAZ WASTE PROGRAM CSA VECTOR CNTRL B MOSQUITO ASSESS 2 AC TRANSIT MEAS VV CITY LIBRARY SERV EBMUD WETWEATHER EAST BAY TRAIL LLD EBRP PARK SAFETY(M	510 800 800 510 510 510 510 510 510 510 877 800 877 800 877 800 877 800 877 800 877 800 877 800 877 800 800	Phone -238-7477 -273-5167 -241-8280 -273-5167 -238-3704 -238-3704 -238-3704 -238-3704 -567-8280 -879-8884 -792-8021 -879-8884 -238-3704 -670-5762 -786-7927 -273-5167 -273-5167 -273-5167 -238-3704 -238	Amount 239.70 3.50 59.56 14.40 27.26 21.70 20.00 195.00 48.00 136.30 16.00 186.30 16.00 19.08 3.74 2.30 96.00 131.38 89.62 5.44 16.55
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1 HIS IS N	IOT AN OF	FICIAL BIL	an Ane	Total Fixed Charges and/or Spec	al Assessments	rksheet	1,409.24
Taxing A	Tax-Rate Break		Valorem Tax	Description LAND IMPROVEMENTS FIXTURES	Full Valuation 94,341 220,129	x Tax Rate	= Tax Amount
COUNTYWIDE TAX VOTER APPROVED DEI CITY OF OAKLAND 1 SCHOOL UNIFIED SCHOOL COMM COLL	BT SERVICE:	1.0000 % 0.1651 % 0.1539 % 0.0337 %	3,074.70 507.62 473.20 103.62	TOTAL REAL PROPERTY PERSONAL PROPERTY GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION	314,470 314,470 -7,000	1.3654 % 1.3654 %	4,293 .75 -95.57
BAY AREA RAPID TRAN EAST BAY REGIONAL F EBMUD SPEC DIST 1		0.0026 % 0.0067 % 0.0034 %	7.99 20.60 10.45	TOTAL AD VALOREM TAX	307,470	1.3654 %	4,198.18
TOTAL AD VALOREM T				Ad Valorem Tax plus Special Asses	ssments Second Installme	ent Tota	5,507.49 Il Amount Due
				THIS AMOUNT DUE FEE	TRACER N 3 1, 2016 ==>		
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ECheck is free of June 30, 2016 @	f charge; Accepted throu) http://www.acgov.org/	gh propertytax/.		THIS AMOUNT DUE FEI	3 1, 2016 ==>	PAID	\$ 2,803.71
June 30, 2016 @ Visa, Mastercarc cards accepted http://www.acgo 2016. A convenie	f charge; Accepted throug http://www.acgov.org/ d, Discover, or America by phone (510)272-68 ov.org/propertytax/ thr ence fee equal to 2.5% o d to your total payment.	propertytax/.		THIS AMOUNT DUE FEI	3 1, 2016 ==> ∞ ∞st)	PAID PAID AP PAID AP 2015-201	\$ 2,803.71 R 8, 2016
June 30, 2016 @ Visa, Mastercaro cards accepted http://www.acgo 2016. A convenie due will be added Subscribe to reco tax dates online (http://www.acgov.org/ d, Discover, or America by phone (510)272-88 ov.org/propertytax/ thr ence fee equal to 2.5% of d to your total payment. eive email alerts about ir @ http://www.acgov.org/propertyta/page/page/page/page/page/page/page/pag	propertytax/. n Express credit 100 or online @ rough June 30, of the tax amount inportant property g/propertytax/.	Fil 1	THIS AMOUNT DUE FEE After APRIL 10, 2016 pay Includes delinquent penalty of 10% and \$10, RST INSTALLMENT F	3 1, 2016 ==> 00 cost) PAYMENT, PARCEL N TRACER N	PAID PAID AP PAID AP 2015-201 NO. 6-9-3 NO. 017648	\$ 2,803.71 R 8, 2016
June 30, 2016 @ Visa, Mastercaro cards accepted http://www.acgo 2016. A convenie due will be added Subscribe to rece tax dates online (This bill is as of , include pending	 http://www.acgov.org/ d, Discover, or America: by phone (510)272-88 ov.org/propertytax/ thr ence fee equal to 2.5% of d to your total payment. eive email alerts about in thtp://www.acgov.org/ January 27, 2024 12:43 payments and roll correct 	Propertytax/. n Express credit 600 or online @ rough June 30, of the tax amount mportant property g/propertytax/. PM and may not ctions.	FII 1	THIS AMOUNT DUE FEI After APRIL 10, 2016 pay Includes deinquent penalty of 10% and \$10. RST INSTALLMENT F INTERNET COPY THIS AMOUNT DUE NO	3 1, 2016 ==> 00 cost) PAYMENT, PARCEL N TRACER N	PAID PAID AP PAID AP 2015-201 NO. 6-9-3 NO. 017648 PAID	\$ 2,803.71 R 8, 2016 6 00 \$ 2,803.71
June 30, 2016 @ Visa, Mastercaro cards accepted http://www.acgo 2016. A convenie due will be added Subscribe to reco tax dates online (This bill is as of include pending Please See Reve Tax Collector	 http://www.acgov.org/ d, Discover, or America: by phone (510)272-88 d) to your of the second sec	Propertytax/. n Express credit 600 or online @ rough June 30, of the tax amount mportant property g/propertytax/. PM and may not ctions. Formation	FII 1	THIS AMOUNT DUE FEE After APRIL 10, 2016 pay Includes deinquent penalty of 10% and \$10. RST INSTALLMENT F INTERNET COPY THIS AMOUNT DUE NO After DECEMBER 10, 2015 pay	3 1, 2016 ==> 00 cost) PAYMENT, PARCEL N TRACER N	PAID PAID AP PAID AP 2015-201 NO. 6-9-3 NO. 017648 PAID	\$ 2,803.71 R 8, 2016 6
June 30, 2016 @ Visa, Mastercarc cards accepted http://www.acgo 2016. A conversie due will be added Subscribe to recc tax dates online (This bill is as of include pending (Please See Reve Tax Collector' Payment Ques (510) 272-680(Assessor's Of Valuation/Exe	 http://www.acgov.org/ d, Discover, or America. by phone (510)272-68 by.org/propertytax/ threence fee equal to 2.5% of the dot of the do	Propertytax/. n Express credit 600 or online @ rough June 30, of the tax amount mportant property g/propertytax/. PM and may not ctions. Formation	Fil 1	THIS AMOUNT DUE FEE After APRIL 10, 2016 pay Includes deinquent penalty of 10% and \$10. RST INSTALLMENT F INTERNET COPY THIS AMOUNT DUE NO After DECEMBER 10, 2015 pay	3 1, 2016 ==> 00 cost) PAYMENT, PARCEL N TRACER N	PAID PAID AP PAID AP 2015-201 NO. 6-9-3 NO. 017648 PAID	\$ 2,803.71 R 8, 2016 6 00 \$ 2,803.71

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Additional Fixed Charges and	or Special Assessi	nents	INFORMATION ABOUT YOUR 2015-2016 SEC
Description	Phone	Amount	 Property Assessment and Attachment of Tax Lien: all the property in the county, except state-assessed claiming, possessing, or controlling it at 12:01 a.m. Janua at that time preceding the fiscal year for which the taxes a
			(a) If you disagree with a change in the assessed value is have the right to an informal assessment review by o you disagree with the results of the informal review application for reduction in assessment for the followin Assessment Appeals Board from July 2 to Septemb Board may be contacted at the County Administratio Street, Oaktand, California 94612 or by calling (510)
			(b) Application for review and equalization of an assess assessment period must be filed with the Alameda C no later than 60 days from the first notification of that
			2. Your Tax Collector does not determine the amount yo computed by multiplying the property's full value by th agencies. Fixed charges and/or special assessments Assessment, sewer service, special assessment impro- garbage liens, etc. from cities and districts are added arrive at the total amount due on the bill.
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Total Additional Fixed Charges and/or Spe	CIAL ASSESSMENUS	I	DECEMBER 10, 2015 after which a 10% penalty a

- 1. Partial payments are not acceptable payments made for less than the total installment due will be returned to the taxpayer.
- 2. Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail elerts online @ www.acgov.org/propertytax.
- 3. Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
- 4. New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

SEND THIS STUB WITH YOUR 2nd **INSTALLMENT PAYMENT FEBRUARY 1, 2016** Due: Delinguent: 5 p.m., APRIL 10, 2016

Do Not Use This Stub After June 30, 2016 2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st **INSTALLMENT PAYMENT** Due: **NOVEMBER 1, 2015**

Delinguent:

5 p.m., DECEMBER 10, 2015

all the property in the county, except state-essessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.

(a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.

INFORMATION ABOUT YOUR 2015-2016 SECURED TAX BILL

The Assessor annually assesses

- (b) Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
- Your Tax Collector does not determine the amount you pay in taxes. Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- 3. The Total Amount Due is payable in two instaliments:
- (a) The 1st installment is due on NOVEMBER 1, 2015 and is delinquent at 5 p.m. DECEMBER 10, 2016 after which a 10% penalty attaches.
- (b) The 2nd installment is due on FEBRUARY 1, 2016 and is delinquent at 5 p.m. APRIL 10, 2016 after which a 10% penalty and \$10 cost attach.
- (c) In order to pay both installments at the same time, remit the TOTAL AMOUNT DUE with both installment payment stubs by DECEMBER 10, 2015.
- (d) if above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
- 4. If the amount due is unpaid at 5 p.m. June 30, 2016, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

5. Full Value Exemption Legend:

C- Church	D- Welfare/Hospital
G-Cemetery	H- Homeowner
M-Miscellaneous	R- Religious
S- Public School	V- Veteran
W-Welfare/Others	X- Combination

- 6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2015, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2015. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program,
- 7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill.
- 8. Property Tax Assistance for Senior Citizens, Blind, Or Disabled Persons. The state budget did not include funding for the Gonsalves-Deukmejian-Petris Senior Citizens Property Tax Assistance Law, which provides direct cash assistance: The Franchise Tax Board (FTB) will not issue Homeowner and Renter Assistance (HRA) Program Instruction booklets and will not accept HRA claims. For the most current information on the HRA Program, go to <u>ftb.ca.gov</u> and search for hra. If you have any questions, call 916.845.2119 or fax us at 916.845.4022.
- 9. Property Tax Postponement for Senior Citizens, Blind, Or Disabled Persons. In September 2014, Assembly Bill AB 2231 Chapter 703, Statutes of 2014, reinstated a revised Property Tax Postponement (PTP) program. The State Controller's Office (SCO) will begin accepting new PTP applications beginning September 1,2016. Please see our website at www.ptp.sco.ca.gov for more information.

Do Not Use This Stub After June 30, 2016 TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

For Fi		VET COPY		Description	Exemption Code		Assessments Phone	
lenry	C. Levy, Treasurer and Tax Collector	TY TAX STAT		MOSQ MSR K 1982 CSA PARAMEDIC VEC CNTRL MSR A 84 CITY EMERG MEDICAL CITY PARAMEDIC SRV CSA LEAD ABATEMENT OUSD 2008MEASURE G	b	800 800 510 510 510 510	-273-5167 -273-5167 -273-5167 -238-2942 -238-2942 -567-8280 -879-8884	Amount 3 74 14 33 26 20 195
- 14 S	ind, California 94612			PERALTA 2018MEAS E OUSD 2014MEASURE N	a,b	800	-792-8021 -879-8884	48 120
. Pa	arcel Number Tracer Number 6-9-3 01788500		cial Handling	OUSD 2016MEASUREG1	a,b a,b a,b	510	-879-8884 -238-2942 -238-2942	120 167
324	ion of Property CAMPBELL ST, OAKLAND ssed to on January 1, 2022			2020 OAK MEASURE O OAKLAND MEASURE AA SFBRA MEASURE AA FLOOD BENEFIT 12	a,b	510 510 888	-238-2942 -238-2942 -508-8157 -670-5212	121 221 308 12 16
ISSE IER	ESSEE NAME AND ADDRESS A CA GOV CODE \$6254.21	RE NOT AVAILAE	3LE ONLINE	HAZ WASTE PROGRAM VECTOR CNTRL ASMT MOSQUITO ASMT 2008 EBRPD CFD NO A/C-3 AC TRANSIT MEAS VV		800 800 888	-273-5167 -273-5167 -273-5167 -512-0316	13 5 2 16
ange			\$ 3	CITY LIBRARY SERV SEE SEC 8 ON REVERS Additional Total from Reve Total Fixed Charges and	rse Side	510	-273-5167 -238-2942	96 156 274
	THIS IS NOT AN OF	-FICIAL BI	LL	Total Fixed Charges and	Tax Computa		ksheet	2,068
	Tay Pata Rea	- 1 t		Description LAND	Full Valu	ation	x Tax Rate	= Tax Amoun
	Tax-Rate Bre:		d Valorem Tax	IMPROVEMENTS FIXTURES	2	06,839 49,292		
OTE	NTYWIDE TAX ER APPROVED DEBT SERVICE: NTY GO BOND	1.0000 %	3,491.31	TOTAL REAL PROPERTY PERSONAL PROPERTY	1	56,131		
SCHO	OF OAKLAND 1 DOL UNIFIED	0.0103 % 0.2035 % 0.1026 %	35.96 710.48 358.21	GROSS ASSESSMENT & HOMEOWNERS EXEMP OTHER EXEMPTION		56,131 -7,000	1.3771 % 1.3771 %	4,904
BAY A	DOL COMM COLL AREA RAPID TRANSIT "BAY REGIONAL PARK	0.0409 % 0.0140 % 0.0058 %	142.79 48.88	TOTAL AD VALOREM TA	х з	19,131	1.3771 %	4,807
		0.000 #	20.25	Ad Valorem Tax plus Spe	ial Assessments			8,874
OTA	AL AD VALOREM TAX (AV TAX)	1.3771 %	4,807.88	First Installment PAID \$ 3,437.3	Second I 9 PAID	nstalime \$ 3,43		tal Amount Due \$6,874
				fter APRIL 10, 2023 pay				
			(In	cludes delinquent penalty of 109	and \$10.00 cost)			
			(in Dia Cara	cludes delinquent penalty of 109	and \$10.00 cost)		PAID A	PR 7, 2023
				cludes delinquent penalty of 109	and \$10.00 cost)		PAIDA	PR 7. 2023
ay	ECheck is free of charge; Accepted thro June 30, 2023 @ http://www.acgov.org	J/propertytax/.	(In	cludes delinquent penalty of 109	and \$10.00 cost)			PR 7, 2023
	ECheck is free of charge; Accepted thro June 30, 2023 @ http://www.acgov.org Visa, Mastercard, Discover, or Americ cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ th 2023. A convenience fee equal to 2.5% due will be added to your total payment	J/propertytax/. an Express credit 800 or online @p wrough June 30, of the tax amount		Cludes delinquent penalty of 109	NT PAYM	ENT, CEL N CER N	2022-20; 0. 6-9-3	23
	June 30, 2023 @ http://www.acgov.org Visa, Mastercard, Discover, or Americ cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ th 2023. A convenience fee equal to 2 5%	J/propertytax/. an Express credit 800 or online @ Irough June 30, of the tax amount Intropretent property	Fire 1	ST INSTALLME INTERNET C THIS AMOUNT D	NT PAYM PAF OPY TRA JE NOV 1, 20	CEL N	2022-20; 0. 6-9-3	23 500
	June 30, 2023 @ http://www.acgov.org Visa, Mastercard, Discover, or Americ cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ tf 2023. A convenience fee equal to 2.5% due will be added to your total payment Subscribe to receive email alerts about	J/propertytax/.	記述語 Fire 1 新教授	ST INSTALLME INTERNET C THIS AMOUNT DI ter DECEMBER 10, 202	NT PAYM PAF OPY TRA JE NOV 1, 20 2 pay	CEL N	2022-20 ; O. 6-9-3 O. 01788;	23 500
	June 30, 2023 @ http://www.acgov.org Visa, Mastercard, Discover, or Americ cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ th 2023. A convenience fee equal to 2.5% due will be added to your total payment Subscribe to receive email alerts about tax dates online @ http://www.acgov.o This bill is as of January 27, 2024 12:42	J/propertytax/. an Express credit 800 or online @ brough June 30, of the tax amount important property rg/propertytax/. D PM and may not actions.	記述語 Fire 1 新教授	ST INSTALLME INTERNET C THIS AMOUNT D	NT PAYM PAF OPY TRA JE NOV 1, 20 2 pay	CEL N	2022-20 0. 6-9-3 0. 01788 PAID	23 500
Plea	June 30, 2023 @ http://www.acgov.org Visa, Mastercard, Discover, or Americ cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ th 2023. A convenience fee equal to 2.5% due will be added to your total payment Subscribe to receive email alerts about tax dates online @ http://www.acgov.or This bill is as of January 27, 2024 12:43 include pending payments and roll corre	J/propertytax/. an Express credit 800 or online @ wrough June 30, of the tax amount important property rg/propertytax/. PPM and may not octions.	記述語 Fire 1 新教授	ST INSTALLME INTERNET C THIS AMOUNT DI ter DECEMBER 10, 202	NT PAYM PAF OPY TRA JE NOV 1, 20 2 pay	CEL N	2022-20 0. 6-9-3 0. 01788 PAID	23 500 \$ 3,437.3
	June 30, 2023 @ http://www.acgov.org Visa, Mastercard, Discover, or Americ cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ th 2023. A convenience fee equal to 2.5% due will be added to your total payment Subscribe to receive email alerts about tax dates online @ http://www.acgov.or This bill is as of January 27, 2024 12:42 include pending payments and roll correct ISE See Reverse For More In Tax Collector's Office Payment Questions/Credit Card I	J/propertytax/. an Express credit 800 or online @ wrough June 30, of the tax amount important property rg/propertytax/. PPM and may not octions.	記述語 Fire 1 新教授	ST INSTALLME INTERNET C THIS AMOUNT DI ter DECEMBER 10, 202	NT PAYM PAF OPY TRA JE NOV 1, 20 2 pay	CEL N	2022-20 0. 6-9-3 0. 01788 PAID	23 500 \$ 3,437.3

Additional	Fixed Charges and	i-or Special Assessi	nents	
Description	Exemption Code	Phone	Amount	1
EBMUD WETWEATHER EAST BAY TRAIL LLD CITY LANDSCP/LIGHT	a a,b	868-403-2883 888-512-0316 510-238-2942	125.18 5.44 143.70	
				;
Total Additional Fixed C	harges and/or Spe	cial Assessments	274.30	

- Partial payments are not acceptable payments made for less than the total installment due will be returned to the taxpayer.
- Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.
- 3. Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
- 4. New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT Due: FEBRUARY 1, 2023 Delinquent: 5 p.m., APRIL 10, 2023

Do Not Use This Stub After June 30, 2023 2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT Due: NOVEMBER 1, 2022

Delinquent: 5 p.m., DECEMBER 10, 2022

- 1. Property Assessment and Attachment of Tax Lien: The Assessor annually assesses all the property in the county, except state-essessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
 - (a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
 - (b)Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
- 2. Your Tax Collector does not determine the amount you pay in taxes. Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage llens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- 3. The Total Amount Due is payable in two installments:
 - (a) The 1st installment is due on NOVEMBER 1, 2022 and is delinquent at 5 p.m. DECEMBER 10, 2022 after which a 10% penalty attaches.
 - (b) The 2nd installment is due on FEBRUARY 1, 2023 and is delinquent at 5 p.m. APRIL 10, 2023 after which a 10% penalty and \$10 cost attach.
 - (c) In order to pay both installments at the same time, remit the TOTAL AMOUNT DUE with both installment payment stubs by DECEMBER 10, 2022.
 - (d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
- 4. If the amount due is unpaid at 5 p.m. June 30, 2023, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.
 - 5. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2022, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2022. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.
 - Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill.
 - 7. Property Tax Postponement for Senior Citizens, Blind, Or Disabled Persons. The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year. Go to www.ptp.sco.ca.gov for more information, if you have any questions, call (800)952-5661 or email postponement@sco.ca.gov.

8. Possible Exemption Codes:

- a = Senior Citizen
- b = Low income

Exemption codes indicate that a particular exemption type is offered by the levying district. Exemption eligibility requirements and the application process are available by calling the phone numbers provided.

Do Not Use This Stub After June 30, 2023 TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

202	23-2024 INTERN	IET COP	Y		COLORING CONTRACTOR AND A DESCRIPTION OF A	and in the second se	cial Assessment	
A DAMAGE DISERVE	iscal Year Beginning July 1, 2023 a	nd Ending June 3	0, 2024	Description MOSQ MSR K CSA PARAMEL VEC CNTRL MS CITY EMERG M	1982 DIC SR A 84	1	Phone 800-273-5167 800-273-5167 800-273-5167 510-273-5167	Amount 3.5 78.7 14.4
Henry 1221 (C. Levy, Treasurer and Tax Collecto Oak Street, Room 131 nd, California 94612			CITY PARAMEI CSA LEAD ABA OUSD MEASUF OUSD 2008ME	DIC SRV ATEMENT RE H	a,b	510-238-2942 510-238-2942 510-567-8280 510-879-8611 510-879-8884	35.2 28.0 20.0 120.0 195.0
Pa	arcel Number Tracer Number T 6-9-3 01790200		pecial Handling CoreLogic Tax	PERALTA 2018 OUSD 2016ME	MEAS E ASUREG1 EV TAX	a,b b	800-792-8021 510-879-8884 510-238-2942 510-238-2942	48.0 120.0 175.8 130.4
1324	on of Property CAMPBELL ST, OAKLAND sed to on January 1, 2023			2020 OAK MEA OAKLAND MEA OAKLAND ZOO SFBRA MEASL FLOOD BENEF	ISURE Q ASURE AA D TAX JRE AA	b b	510-238-2942 510-238-2942 510-238-2942 888-508-8157	238.4 331.3 136.0 12.0
	ESSEE NAME AND ADDRESS A CA GOV CODE §6254.21	RE NOT AVAILA	ABLE ONLINE	HAZ WASTE P VECTOR CNTR MOSQUITO AS EBRPD CFD N AC TRANSIT M	ROGRAM RL ASMT MT 2008 O A/C-3 IEAS VV		510-670-5212 800-273-5167 800-273-5167 800-273-5167 888-512-0316 800-273-5167	16.0 13.2 5.6 2.3 18.5 96.0
-	HIS IS NOT AN OF	CINIAL D		Additional Total	REVERSE SIDI from Reverse Si arges and/or Sp	ecial Assessme	nte	449.2
No.		FICIAL D	IL-L		Ta	x Computation	Norksheet	2,200.0
	Tax-Rate Brea Taxing Agency		Ad Valorem Tax	LAND IMPROVEMEN FIXTURES	ription TS	Full Valuation 108,97 254,27	6	= Tax Amount
VOTE	NTYWIDE TAX R APPROVED DEBT SERVICE: NTY GO BOND OF OAKLAND 1	1.0000 % 0.0088 % 0.2035 %	3,562.53 31,35 724.97	TOTAL REAL P PERSONAL PR GROSS ASSES HOMEOWNER	ROPERTY SSMENT & TAX S EXEMPTION	363,25 363,25 -7,00	3 1.3722 %	4,984.5
SCHO SCHO BAY A	XOL ÜNIFIED XOL COMM COLL AREA RAPID TRANSIT BAY REGIONAL PARK	0.0990 % 0.0418 % 0.0134 % 0.0057 %	352.69 148.91 47.74 20.31	TOTAL AD VAL	PTION	356,25		4,888.5
				Ad Valorem Tax	x plus Special As			7,174.5
						Second Instal	iment 1	otal Amount Due
	A fee of \$61.00 will be imposed on a dishonored payments.		4,888.50 S		STALLME	NT PAYM PARCE	ENT, 202: NO. 6-9-3 NO. 0179	
	Please Read Important Mes	sages		ECOND INS	\$ 3,587.28 STALLME NET COP DUNT DUE F 2024 pay	SINT PAYM PARCE TRACE EB 1, 2024 =	3,687.28 ENT, 202: NO. 6-9-3 NO. 0179	3- 2024 0200
	Please Read Important Mes	sages	s Z	ECOND INS INTER! THIS AMO After APRIL 10, 2 \$3,956.00 (Includes delinquent po	\$ 3,587.28 STALLME NET COP DUNT DUE F 2024 pay enaity of 10% and \$	SUB 1, 2024 =	3,687.28 ENT, 202: NO. 6-9-3 NO. 0179 => Amount Mon, Ju	3-2024 0200 \$ 3,587.20 \$ Not Valid After I 1, 2024
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	Please Read Important Mes A fee of \$61.00 will be imposed on a dishonored payments. ECheck is free of charge; Accepted through June 30, 2024 @ http://www.acgov.org Visa, Mastercard, Discover, or Americic cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ th 2024. A convenience fee equal to 2.5% due will be added to your total payment Subscribe to receive email alerts about it tax dates online @ http://www.acgov.org	ugh //propertytax/. an Express credit 800 or online @ rough June 30, of the tax amount important property rg/propertytax/.	S Z Ma	ECOND INS ECOND INS INTERI THIS AMO After APRIL 10, 2 \$ 3,956.00 (Includes delinquent pu tke checks payable A2024 901 IRST INSTA INTERI	\$ 3,587.28 STALLME NET COP DUNT DUE F 2024 pay enaity of 10% and S e to: Henry C. L7902006 ALLMENT NET COP DUNT DUE N	S S INT PAYM PARCE PARCE TRACE ID 00 cost S ID 00 cost S </td <td>3,687.28 ENT, 202: NO. 6-9-3 NO. 0179 -> Amount Mon, Ju ctor Alameda (58728 00 T, 2023-2(NO. 6-9-3 R NO. 0179</td> <td>3-2024 0200 \$ 3,587.20 \$ Not Valid After 1 1, 2024 County</td>	3,687.28 ENT, 202: NO. 6-9-3 NO. 0179 -> Amount Mon, Ju ctor Alameda (58728 00 T, 2023-2(NO. 6-9-3 R NO. 0179	3-2024 0200 \$ 3,587.20 \$ Not Valid After 1 1, 2024 County
	Please Read Important Mes A fee of \$61.00 will be imposed on a dishonored payments. ECheck is free of charge; Accepted throi June 30, 2024 @ http://www.acgov.org Visa, Mastercard, Discover, or Americi cards accepted by phone (510)272-6 http://www.acgov.org/propertytax/ tf 2024. A convenience fee equal to 2.5% due will be added to your total payment Subscribe to receive email alerts about i tax dates online @ http://www.acgov.or This bill is as of January 27, 2024 12:44 include pending payments and roll correct	ugh y/propertytax/. an Express credit 800 or online @ rough June 30, of the tax amount important property rg/propertytax/. A PM and may not cctions.	S Z Ma	ECOND INS ECOND INS INTERI THIS AMO After APRIL 10, 2 \$3,956.00 (Includes delinquent pr the checks payable A2024 901 IRST INSTA INTERI THIS AMO	\$ 3,587.28 STALLME NET COP DUNT DUE F 2024 pay enaity of 10% and 3 e to: Henry C. L7902006 L7902006 NET COP DUNT DUE N R 10, 2023 pay	S S INT PAYM PARCE PARCE TRACE ID 00 cost S ID 00 cost S </td <td>3,687.28 ENT, 202: NO. 6-9-3 NO. 0179 Amount Mon, Ju Amount Mon, Ju Ctor, Alameda (58728 []] T, 2023-21 NO. 6-9-3 R NO. 0179 PAID</td> <td>3-2024 0200 \$ 3,587.20 s Not Valid After 1 1, 2024 County 0 0 0 0 0 0 0 0 0 0 24 0200 \$ 3,587.20</td>	3,687.28 ENT, 202: NO. 6-9-3 NO. 0179 Amount Mon, Ju Amount Mon, Ju Ctor, Alameda (58728 []] T, 2023-21 NO. 6-9-3 R NO. 0179 PAID	3-2024 0200 \$ 3,587.20 s Not Valid After 1 1, 2024 County 0 0 0 0 0 0 0 0 0 0 24 0200 \$ 3,587.20
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xemption Code	Phone	Amount
b	510-238-2942	164.26
a	888-512-0316	135.82 5.44
ь	510-238-2942	143.70
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	b a	b 510-238-2942 866-403-2683 a 888-512-0316

 Partial payments are not acceptable - payments made for less than the total installment due will be returned to the taxpayer.

- Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.
- 3. Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
- 4. New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

te un se suble service es se se se	STUB WITH YOUR 2nd ENT PAYMENT
Due:	FEBRUARY 1, 2024
Delinquent:	5 p.m. APRIL 10, 2024

Do Not Use This Stub After June 30, 2024 2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT Due: NOVEMBER 1, 2023

Delinquent: 5 p.m., DECEMBER 10, 2023

1. Property Assessment and Attachment of Tax Lien: The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.

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- 2. Your Tax Collector does not determine the amount you pay in taxes. Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- 3. The Total Amount Due is payable in two installments:
 - (a) The 1st installment is due on NOVEMBER 1, 2023 and is delinquent at 5 p.m. DECEMBER 10, 2023 after which a 10% penalty attaches.
 - (b) The 2nd installment is due on FEBRUARY 1, 2024 and is delinquent at 5 p.m. APRIL 10, 2024 after which a 10% penalty and \$10 cost attach.
 - (c) In order to pay both installments at the same time, remit the TOTAL AMOUNT DUE with both installment payment stubs by DECEMBER 10, 2023.
 - (d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
- 4. If the amount due is unpaid at 5 p.m. June 30, 2024, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. if June 30 fails on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.
 - 5. Homeowners' Exemption, If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2023, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2023. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.
 - 6. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill.
 - 7. Property Tax Postponement for Senior Citizens, Bilind, Or Disabled Persons. The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year. Go to www.ptp.sco.ca.gov for more information. If you have any questions, call (800)952-5681 or email postponement@sco.ca.gov.

8. Possible Exemption Codes:

- a = Senior Citizen
- b = Low Income

Exemption codes indicate that a particular exemption type is offered by the levying district. Exemption eligibility requirements and the application process are available by calling the phone numbers provided.

Do Not Use This Stub After June 30, 2024 TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

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3 bd 1 ba 1,000 s	sqft		
1324 Campbell St #	B, Oakland, CA 94607		
Off market			
Zestimate [®] : None	e [?] Rent Zestimate [®] : \$2 ,	674	
Est. refi payment: \$	S Refinance your loan		
Home value Owne	r tools Home details Nei	ghborhood details	
7/3/2022	Price change	\$1,995 -5%	
		\$2/sqft	
n an	Report		
6/15/2022	Price change	\$2,100 -4.5%	
		\$2/sqft	
en de service de la companya de la c	Report		
6/6/2022	Price change	\$2,200 -4.1%	
		\$2/sqft	
an an Arithman an Arithman Ar	Report		
5/13/2022	Price change	\$2,295 -4.4%	
	-	\$2/sqft	
a di teta ka anto ka	Report		
3/18/2022	Price change	\$2,400 -7.7%	
		\$2/sqft	
ter en en Austria en else Estas	Report		K s S S S S S S S S S S S S S S S S S S S
2/8/2022	Listed for rent	\$2,600	
		\$3/sqft	
	Report		
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Period: 01/01/2023 - 12/21/2023

Detailed Expense

Property 1324 Campbell St, Oakland, CA 94607

Overview

Expenses:

\$4,398.51

Expenses

1324 Campbell St		, , , , , , , , , , , , , , , , , , ,	10.050.40
A 12/02/2023 Ziprent	Property Management	December 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - A	\$95.00
11/02/2023 Ziprent	Property Management	November 2023 property management fee for 1324 Campbell St, Cakland, CA 94607 - A	\$95.00
10/03/2023 Ziprent	Property Management	October 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - A	\$95.00
09/02/2023 Ziprent	Property Management	September 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - A	S95.00
08/02/2023 Ziprent	Property Management	August 2023 property management tee for 1324 Campbell St, Oakland, CA 94607 - A	\$95.00

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\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$85.00	\$85.00	\$95.00	\$95.00	895.00	\$95.00	\$95.00	\$95.00	\$95.00
July 2023 property management fee for 1324 Campbell St, Dakland, CA 94607 - A	June 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - A	May 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - A	April 2023 property management fee for 1324 Campbell St. Oakland, CA 94507 - A	March 2023 property management fee for 1324 Campbell St, Oakland, CA 94807 - A	February 2023 property management fee for 1324 Campbell St, Dakland CA 94607 - A	January 2023 property management fee for 1324 Campbell St, Oakland CA 94807 - A	December 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	November 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	October 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	September 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	August 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	July 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	June 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	May 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B	April 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B
Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management	Property Management
07/04/2023 Ziprent	06/02/2023 Ziprent	05/05/2023 Ziprent	04/04/2023 Zprent	03/02/2023 Ziprent	02/01/2023 Ziprent	01/03/2023 Ziprent	B 12/05/2023 Ziprent	11/04/2023 Ziprent	10/03/2023 Ziprent	09/02/2023 Ziprent	08/02/2023 Ziprent	07/04/2023 Ziprent	06/03/2023 Ziprent	05/03/2023 Ziprent	04/04/2023 Ziprent

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895.00	\$2,118,51		\$95.00	\$95.00
March 2023 property management fee for 1324 Campbell St, Oakland, CA 94607 - B		1324 campbeil best buy receipt.pdf	February 2023 property management fee for 1324 Campbell St, Catiand CA 94607 - B	January 2023 property management fee for 1324 Campbell St. Oakland, CA 94607 - B
Property Management	Maintenance / New Appliance / Washer &	Dryer	Property Management	Property Management
03402/2023 Zprent	02/13/2023 Best Buy (David)		02/01/2023 Ziprent	01.03/2023 Ziprent

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Financial Statement

Property 1324 Campbell St, Oakland, CA 94607

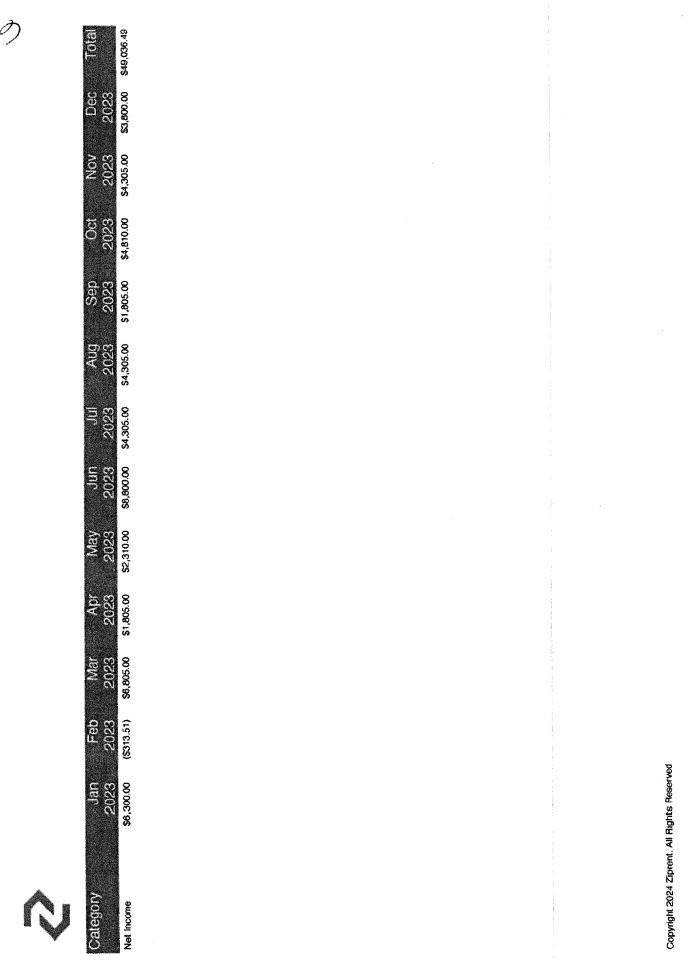
Income

Total	\$53,435.00	\$53,435.00
Dec 2023	\$3,990.00	\$3,990.00
NoV 2023	\$4,495.00	\$4,495.00
Oct 2023	\$5,000.00	\$5,000.00
Sep 2023	\$1,995.00	\$1,995.00
Aug 2023	\$4,495.00	\$4,495.00
Jul 2023	\$4,495.00	\$4,495.00
Jun 2023	00.066.8\$	00'066'8S
May 2023	•	•
Apr 2023	\$1,995.00	\$1,995.00
Mar 2023	S6,995.00	\$6,995.00
Feb 2023	\$1,995.00	\$1,995.00
Jan 2023	S6,490.00	\$6,490.00
Category	Rent	Total

Expense

alegory	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	ստ 2023	Jul 2029	Aug 2023	Sep 2023	0ct 2023	2023 2023	Dec 2023	Total
roperty Management	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$2,280.00
faintenance / New	\$0.00	S2,118.51	S0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	S0.00	80.00	\$2,118.51
Appliance / Washer &													
Dryer													
1	S1 90.00	\$2,308.51	S190.00	\$190.00	\$190.00	S190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	S4,398.51

Net Income



000250

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EAST BAY MUNICIPAL UTILITY DISTRICT

EBMUD 1-866-40-EBMUD

YOUR ACCOUNT NO. IS:

72553502321

12-140.00 Antimel Sector

Ven Navserege

H Next Read Date is 12/03/2015 Your Payment is Due by 10/23/2015

The drought continues, please keep conserving! Note: California law requires EBMUD to release the name, address and water use data of customers who have used water in violation of EBMUD's regulations and ordinances if that data is requested under the Public Records Act. For more information please visit ebmud.com/customers/ regulations/.

Joseph Miguel	Bill Date: B From 8/4/15	10/08/15 illing Period To 10/2/15	(actor	BIII FAQs s & Charges o ntact Into
For: 1324 Campbell St				
Private Residence		AMOU	INT	TOTAL
PREVIOUS CHARGES AND CREDITS			•	
PREVIOUS AMOUNT DUE		27	3.30	
LATE PAYMENT PENALTY			4.09	277.39
WATER CHARGES - EBMUD				
WATER SERVICE CHARGE		3	8.68	
WATER FLOW CHARGE 14 UNITS @2.95		4	1.30	
17 UNITS @4.06		6	39.02	
10 UNITS @5.36			53.60	
DROUGHT SURCHARGE		3	39.76	242.36
WASTEWATER CHARGES - EBMUD				
WASTEWATER TREATMENT CHARGE		4	13.86	
SF BAY POLLUTION PREVENTION FEE			0.40	44.26

CITY OF OAKLAND SEWER SERVICE 71.52 PLEASE SEE REVERSE SIDE 635.53 FOR BILLING EXPLANATION METER ELEV. **METER READINGS** CONSUMPTION INFORMATION SIZE Band Current Previous UNITS Gallons Days Gal/Day 5/8 inch 189 148 41 30.668 59 520 1 BASE YEAR NOT AVAILABLE

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD 1324 Campbell St, Oakland, CA 946071508 8/4/15 10/2/15 ACCOUNT NO.: 72553502321

324 Campbell St, Oakland, CA 946071508	8/4/15	10/2/15 ACCC	DUNT NO.: 72553502321	
Pay by credit/ATM/e Call 1-800-690-4798 Mail payment to:		a fee.	TOTAL PREVIOUS TOTAL CURRENT	277.39 358.14
EBMUD PAYMENT CENTER PO BOX 1000 OAKLAND CA 94649-0001				635.53

725535023214000063553000002733002

	R	EAST BAY MUNIC	IPAL UTILITY L	ISTRICT			
	EBMUD	1-866-40-EBMUD	YOUR ACCOL	JNT NO. IS:	725535023	21	
Н		Date is 04/05/2017 Int is Due by 02/23/2017					
	Learn how E	eliable, high quality water tak EBMUD reinvests in our wate .com/stewardship.	es financial stewards r and wastewater sys	hip. stems to better se	rve you.	EEMUD Ho	mePoge wslotter
		• •• •				· · · · ·	Contractor Contractor
		իսԱրմեսլիրոնիրենԱրեսքներ Հայ	╏╸╻╸╸┨╸┨╺╻╂╻┠┚╏╺┨┚┨	Bill Date:	02/08/17	: III.	1741 C
	Josep	h Miguel		Bi	lling Period		
		XXXXXXXXXX		From	То	Chit II a dat	all the second second
				12/1/16	2/1/17	Long (6	
	For: 1324	Campbell St				est and a second se	
		te Residence			AMOU	NT	TOTAL
	PREVIOUS	CHARGES AND CREDITS					
	PREVIO	US AMOUNT DUE			2	5.07	
		YMENT - 12/20/16			-21	0.00	-184.93
		ARGES - EBMUD SERVICE CHARGE					
		FLOW CHARGE 15 UNITS (መ3 16		•	1.38 7.40	
	SEISMIC	IMPROVEMENT PROGRA	MSURCHARGE			0.00	88.78
		TER CHARGES - EBMUD	:				00.70
		NATER TREATMENT CHAR POLLUTION PREVENTION				2.73	
		OLLO HON FREVENTION				0.40	43.13
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CITY OF	OAKLAN	ID SEWER S	ERVICE	арынан таларын артар таларын таларында каралык ултар жаралык жаралык таларын таларын таларын таларын таларын та	5		
PLEASE SEI FOR BILLIN			онтан жаланын төрүүлөн аймаан байтаа таа ул төр он байлоонун	n 19 March 19 Ann an Anna an An	нан т. т. Танган налагандардык жана теген байлардан картындар жана жуу		21.16
METER SIZE 5/8 inch	ELEV. Band 1	METER P Current 292 LAST	READINGS Previous 277 YEAR	UNITS 15 14	CONSUMPTION INF Gallons 11,220 10,472	ORMATION Days 62 62	Gal/Day 181 168

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD 1324 Campbell St, Oakland, CA 946071508 12/1/16 2/1/17 ACCOUNT NO.: 72553502321

Pay by credit/ATM/e-check for a fee. Call 1-888-963-0909 Mail payment to:	TOTAL PREVIOUS TOTAL CURRENT	-184.93 206.09
EBMUD PAYMENT CENTER PO BOX 1000 OAKLAND CA 94649-0001		21,16
725535023214000002116000001849303		70

EAST BAY MUNICIPAL UTILITY DISTRICT

1-866-40-EBMUD

YOUR ACCOUNT NUMBER:

72553502321

Next Read Date is 02/01/2024 Your Payment is Due by 12/21/2023

Every California household is being asked to continue saving water for our future. Simple habits plus small changes can add up to make a big difference! Take EBMUD's online quiz at ebmud.com/calculator to see how your water use stacks up. Then let us help you save with tips, webinars, rebates and more at ebmud.com/conservation.

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լու <mark>կլելլելիլինել իվել</mark> իներու Սիլուլորդելել իՍկոնդոՍո Joseph Miguel	Bill Date: 12/ Billing Period	06/23 (63 Days)	Bili Faŭe
	From 9/28/23	To 11/30/23	Rates & Charges
For: 1324 Campbell St Private Residence	Produkti kali tokk (je na kolekti kali kali kali kali kali kali kali kal	AMOUNT	TOTAL
PREVIOUS CHARGES AND CREDITS Previous Credits FULL PAYMENT - 10/13/23		-82.82 -10.00	-92.82
EBMUD - WATER CHARGES WATER SERVICE CHARGE WATER FLOW CHARGE 15 UNITS @4.99		65.40 74.85	140.25
EBMUD - WASTEWATER CHARGES WASTEWATER TREATMENT CHARGE SF BAY POLLUTION PREVENTION FEE		58.21 0.40	58.61

PASS TH	ROUGH	CHARGES	FOR THE CITY	OF OAKLAND	SEWER SERVICES		92.1
PLEASE SE		SE SIDE NFORMATIO	N			•	198.6
METER SIZE	ELEV. Band		EADINGS Previous	UNITS	CONSUMPTION Gallons	INFORMATION Days	Gal/Dav
5/8 inch	1	852	837	15	11,220	63	178
		LAST	YEAR	18	13,464	63	213

PLEASE DETACH AND RETURN THIS PAYMENT STUB WITH CHECK OR MONEY ORDER PAYABLE TO EBMUD

1324 Campbell St, Oakland, CA 946071508

11/30/23 ACCOUNT NO .: 72553502321

TOTAL PREVIOUS

TOTAL CURRENT

Pay	by credit/ATM/e-check for a fee.
Call	1-888-963-0909

9/28/23

Mail payment to:

EBMUD PAYMENT CENTER PO BOX 51191 LOS ANGELES CA 90051-5491

000253

-92.82

291.46

725535023214000019864000000928212

A BUSINESS TAX CERTIFICATIS IS REQUIRED FOR FACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS		ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANGT TO OPERATE YOUR BUSINESS LEGALLY RENTAL OF REAL	PROPIRITY IS EXCLUDED PROM ZUNING.	PUBLIC: INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTELY
CITY OF OAKLAND BUSINESS TAX CERTIFICATE	ACCOUNT The issuing of a Business Tax Cartificate 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 NUMBER State of California, or any other governmental agency. The Business Tax Cortificate expires on December 31st of each year. Per 00258106 Soction 504:300 (C.D.), of the O.M.C. you are allowed a renewal grace period until Match 1st the following year.	DBA MIGUEL JOSEPH MIGUEL DBA MIGUEL JOSEPH 12/31/2025 Birring Jennery 1, 2021, Assembly Birring Jennery 1, 2021, Assembly Birring Jennery 1, 2021, Assembly Birling Jennery 1, 2021, Assembly		MIGUEL JOSEPH 1324 CAMPBELL ST 0AKLAND, CA 94607-1508

Select Language V

Guest

Find Account + Registration + Calculation + Payment + Receipt

Business License Online Renewal

PRINT THIS PAGE FOR YOUR RECORD

The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date	1/17/2025
Confirmation #	664005

Account	Information
---------	-------------

Account # Expire Date Name Address City Phone 00258106 12/31/2025 MIGUEL JOSEPH 1324 CAMPBELL ST OAKLAND (510) 304-4700

Summary

Tax Calculation		
Current Year Business Tax - Residential/Non-Residential Rental	23,940	\$333.96
8T SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$5.00
Total # of Employees in 2024, Excluding Owners - report only employees that work within Oakland		\$0.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	1	\$101.00
Total Due	:	\$443.96
Payment Information		

Payment Amount

After printing or saving this page for your records, you may close this browser window/tab.

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Elected Officials Departments Boards and Commissions Staff Directory Services News & Updates Events Documents

#OaklandLoveLife Oakland Library Visit Oakland Oakland Museum For Assistance Email: btwebsupport@oaklandca.gov Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 1320 Oakland, CA 94612

Hours: 8:00 AM-4:00 PM Mond:

Have a question? 9:30 A...

73 000255

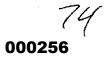
🏚 Home 🗢 Report a Problem

Input Amount

\$443.96

Account # 00258106 MIGUEL JOSEPH







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 CA Relay 711

AMENDED NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name:Miguel v. TenantProperty Address:1324 Campbell Street, Unit A & B, Oakland California, 94607Case Number:L25-0011

The Settlement Conference and Hearing will be held remotely on Zoom, a free application for audio/video conferences.

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Hearing (if there is no settlement conference) will begin on.

Date:	May 5, 2025
Time:	10:00 AM
Place:	REMOTELY via Zoom

You will receive the Zoom invite prior to the hearing date. Please make sure the Case Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program office remains closed and staff is working remotely. If you do not have an email address, please contact the Case Analyst by phone to discuss best ways to contact you.

Submitting Evidence

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned Case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or credit card account numbers and Social Security numbers. 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. If you do not have access to email, the documents may be submitted to the Case Analyst by mail.

Request to Change Date

A request for a change in the date or time of the Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

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 a settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

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 if it is requested on the petition or response forms or in writing in advance of the 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 other language and they will fully interpret the proceeding to the best of their ability.

Failure to Appear for Hearing

If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case, subject to the petitioner showing good cause

for the failure to appear. 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.

000259

PROOF OF SERVICE Case Number: L25-0011 Case Name: Miguel v. Tenant

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, Oakland, California, addressed to:

Documents Included Amended Notice of Remote Settlement Conference and Hearing

Owner Joseph Miguel 1324 Campbell Street Unit A Oakland, CA 94607

Tenant

Glenda Nunez 1324 Campbell Street Unit B Oakland, CA 94607

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 21, 2025** in Oakland, California.

Teresa Brown-Morris Oakland Rent Adjustment Program



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

Housing and Community Development Dept. Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

ADMINISTRATIVE DECISION

CASE NUMBER: L25-0011

CASE NAME: Miguel v. Tenant

PROPERTY ADDRESS: 1324 Campbell, Units A & B, Oakland, California

DATE OF DECISION: May 1, 2025

PARTIES: Joseph Miguel, Owner Glenda Nunez, Tenant in Unit B

SUMMARY OF DECISION

The owner's petition is dismissed.

INTRODUCTION

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

BACKGROUND

On January 21, 2025, the owner filed a *Property Owner Petition for Approval of Rent Increase* seeking approval for a rent increase on the basis of fair return, along with a Proof of Service form indicating that Tenant Nunez was properly served.

The owner submitted a partially completed Worksheet C comparing the year "10/31/2015-10/31/2016" to the year "1/1/2023-12/31/2023".

//

In addition to the petition itself, the owner submitted the following items:

- 1. The Notice to Tenants of the Residential Rent Adjustment Program (*RAP Notice*) in three languages English, Spanish, and Chinese;
- 2. A 4-page supplemental memoranda with a single page spreadsheet;
- 3. A Proof of Rent Registration;
- 4. A City of Oakland Finance Department Multi Year Gross Receipts Worksheet;
- 5. An additional 2-page supplemental memoranda;
- 6. 2024 A Personal Liability Umbrella Policy that insures his automobile, watercraft, personal residential, and residential rental, Property Insurance Rental Dwelling;
- 7. 2015 Schedule E;
- 8. 2014-2016 Property Taxes;
- 9. 2022-2024 Property Taxes;
- 10. A printout from the website Zillow;
- 11. 2023 Property Management expenses (\$95.00/month);
- 12. 2023 Net Rent Statement;
- 13. 8/4/15-10/2/2015 EBMUD Bill;
- 14. 12/1/16-2/1/2017 EBMUD Bill;
- 15. 9/28/23-11/30/2023 EBMUD Bill;
- 16. City of Oakland Business Tax Certificate, expiring on December 31, 2025;
- 17. Proof of Payment of one RAP fee for 2025.

The owner did not submit any proof of payment for 2014 property taxes, nor did the owner submit any housing service costs for 2014, or any amortized cost of capital improvements in 2014, or any proof of gross rents collected for 2014.

The owner acquired the duplex in 2011. The current tenant moved in on July 22, 2022, paid a market rent of \$1,995.00 at the time she moved in, and has not received a rent increase since then. The owner first provided the tenant with the *RAP Notice* on July 22, 2022. The owner has resided in Unit A since May 2024.

The owner signed his *Petition* under penalty of perjury.

On February 21, 2025, the parties were served an *Amended Notice of Remote Settlement Conference and Hearing*, setting a settlement conference and hearing for May 5, 2025. The *Amended Notice* also advised that all tangible evidence must be submitted to the Rent Adjustment Program not less than seven (7) days before the hearing.¹

To date, no additional documentation has been received.

No response to the petition was filed by Tenant Nunez.

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¹ Pursuant to CCP Section (§) 1013, an additional 5 days must be allowed for service by mail.

RATIONALE FOR ADMINISTRATIVE DECISION

The City Council finds that a shortage of decent, safe, affordable and sanitary residential rental housing continues to exist in Oakland.² Oakland's Residential Rent Adjustment Ordinance provides relief to residential tenants in Oakland by limiting rent increases for existing tenants and allowing efficient rental property owners the opportunity for a fair return on their property.³

The Rent Adjustment Ordinance, in conjunction with California Civil Code 1947.12, limits rent increases to those based on the CPI Rent Adjustment, unless required for the owner to obtain a fair return, in which case the limit is 8.8%.⁴

A constitutional fair return rent increase replaces the current year's CPI increase, and the current year's CPI increase may not be banked for later years.⁵

Under the Rent Adjustment Program Regulations, fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year, subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.⁶ The base year shall be the calendar year 2014.⁷ The NOI for a property shall be the gross income less the following:

- 1. Property taxes,
- 2. Housing service costs, and
- 3. Amortized cost of capital improvements.⁸

Gross income shall be the total of gross rents lawfully collectible from a property at 100% occupancy, plus any other consideration received or receivable for, or in connection with, the use or occupancy of rental units and housing services.⁹

gross rent = base period rent + (current operating expenses – base period operating expenses)

The owner has not met the basic requirements for a fair return rent petition. In order for an owner to file a petition seeking a rent increase, the owner must provide "Documentation supporting the owner's claimed justification(s) for the rent increase."¹⁰ For a fair return case, this includes and is not limited to proof of payment of 2014 property taxes, 2014 housing service costs, and 2014 amortized capital improvements costs.

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² Oakland Municipal Code (O.M.C.) § 8.22.010(A).

³ O.M.C. § 8.22.010(C).

⁴ O.M.C. § 8.22.070(A)(2). The current banking rent increase limit is 6.9%.

⁵ Rent Adjustment Program Regulations (Reg.) § 8.22.070(B).

⁶ Reg. § 8.22.070(C)(d).

⁷ Reg. § 8.22.070(C)(d)(2)(1).

⁸ Reg. § 8.22.070(C)(d)(2)(2).

⁹ Id. Gross rents collectible shall include the imputed rental value of owner-occupied units.

¹⁰ O.M.C. § 8.22.090(B)(1)(e).

The petition filed by the owner clearly states on page 3:

Attach organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown.

The owner has owned the property since 2011. However, he has neither submitted evidence nor produced any documents for the 2014 base year. He has also not provided any good cause explanation or argument as to why information about 2014 is not available.

Additionally, the deadline to provide additional exhibits for the hearing (seven days prior to May 5, 2025) has passed. To date, no additional evidence has been received from the owner. Accordingly, there is insufficient evidence to grant a rent increase justified by constitutional fair return. Because the owner has not complied with the filing requirements of the Rent Adjustment Ordinance, namely the documentation requirements regarding the 2014 base year detailed above, the owner's petition is dismissed.

The owner is encouraged to thoroughly collect and organize his documentation and detailed calculations of the proposed rent increase, and refile his petition.

<u>ORDER</u>

- 1. The owner's petition L25-0011 is dismissed.
- 2. The Remote Settlement Conference and Hearing scheduled for May 5, 2025, is hereby canceled.

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: May 1, 2025

NAN

Susan Ma Hearing Officer Rent Adjustment Program

PROOF OF SERVICE Case Number: L25-0011 Case Name: Miguel v. Tenant

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, Oakland, California, addressed to:

Documents Included Administrative Decision

Tenant Glenda Nunez 1324 Campbell Street Unit B Oakland, CA 94607

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 **May 06, 2025** in Oakland, California.

<u>Brittni Gackson</u> Brittni Jackson

Brittni Jackson Oakland Rent Adjustment Program

will Winn as	CITY OF OAKLAND	For Rent Adjustment Program date stamp.
S S S S S S S S S S S S S S S S S S S	RENT ADJUSTMENT PROGRAM	
	250 Frank H. Ogawa Plaza, Suite 5313	
	Oakland, CA 94612-0243	
	(510) 238-3721	
	CA Relay Service 711	
CITY OF OAKLAND	www.oaklandca.gov/RAP	

APPEAL

Appellant's Name	∂Owner □ Tenant
Property Address (Include Unit Number)	
1324 CAMPbell ST	, OAKLAND, CA, 94607
Appellant's Mailing Address (For receipt of notices)	Case Number
1324 CAMPbell #A OAKLAND CA 94607	L25-0011
OAKLAND CA 94607	Date of Decision appealed
	5-3-25
Name of Representative (if any)	Representative's Mailing Address (For notices)

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

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

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

- a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. (In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)
- 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.) 000266

- f) By 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 the Owner's 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.)

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.*

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

I served a copy of: <u>C-LENTA</u> <u>NUNEZ</u> (insert name of document served) ZAND Additional Documents

and (*write number of attached pages*) 2 attached pages (*not counting the Appeal Form or the Proof of Service*) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

Name	C = 0	
Address	CLENTA NUNEZ	
Address	1324 (AMPholl HR	
City. State Zip		
	OAKLAND, CA, 94607	
Email Address		
Name		
A.J.J.		
Address		
City. State Zip		
	000267	

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differences of			

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on

SIGNATURE

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 responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional 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 case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

The administrative officer stated "uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. (page 1)" and "or any proof of gross rents collected for 2014. (page 2 of Administrative Decision)". "However, he has neither submitted evidence nor produced any documents for the 2014 base year. He has also not provided any good cause explanation or argument as to why information about 2014 is not available." (Id, page 4)

These statements are incorrect; the Petitioner explicitly argued and provided evidence to the contrary: "20. For MNOI calculation, the base year should be 2015 (not 2014) at \$5190" (page 27 of the Petitioners' motion). The Administrative Decision does not address or even acknowledge the Petitioners' argument for a change in base year, per the evidence provided, there are no receipts for 2014, and they start from 2015 onward. Gross receipts for 2015 were provided at \$12,000 and at \$2595 per month (Id, pages 30, 32), hence based on the evidence at hand, it is not possible that the unit was rented for the whole year and it is reasonable to assume that the unit was also not rented in 2014. Administrative Officers' assertion that Petitioner was required to provide 2014 receipts is incorrect and unfounded, and there are no uncontested facts is wrong; a hearing should have been held.

Joseph Miguel

aseph

000269

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

ORDINANCE NO. _____ C.M.S.

INTRODUCED BY COUNCILMEMBER [IF APPLICABLE]

ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE TO ALLOW OWNERS TO PETITION FOR RENT INCREASES BASED ON INCREASED COSTS OF WASTE SERVICE RATES

WHEREAS, on August 13, 2014, the City Council of the City of Oakland approved Ordinance No. 13254 C.M.S., granting a Residential Recycling Collection Services franchise to California Waste Solutions, Inc. (CWS); and

WHEREAS, on September 29, 2014, the City Council of the City of Oakland approved Ordinance No. 13258 C.M.S., granting a franchise for Mixed Materials and Organics Collection Services to Waste Management of Alameda County ("WMAC"). Each Ordinance authorized the City to negotiate and enter into contracts for those services; and

WHEREAS, on June 29, 2016, Plaintiffs Zolly, McFadden, and Clayton filed a Complaint against the City for injunctive and declaratory relief, asserting claims pursuant to Article XIII of the California Constitution, challenging the franchise fees in the WMAC and CWS contracts and the rates charged to WMAC and CWS customers. Zolly v. City of Oakland, Alameda County Superior Court Case No. RG16821376; and

WHEREAS, the City and the plaintiffs reached a settlement that include the following: (1) establish an advisory that will advise with respect to the City's waste and recycling collection franchise agreements and services and maintain the committee for seven years or one year after the conclusion of the next request for proposal or renewal process for the contracts, (2) the City will recommend to the Council for its consideration in an open and public meeting, a report and proposal to amend chapter 8.22 of the Oakland Municipal Code to add a provision to allow landlords to petition for rent increases based on increased costs of waste service rates; (3) pay the plaintiffs the amount of \$720,000; and

WHEREAS, the settlement agreement makes no guarantees regarding whether the Council will enact the proposal as written, and whether the Council approves or disapproves the proposed legislation is a decision for the Council; and

WHEREAS, on December 3, 2024, the City Council approved the settlement in Resolution 90537 C.M.S.; and

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

SECTION 1. Amendments to Oakland Municipal Code Section 8.22.020. Added text is shown as <u>double underlined</u> type; deleted text is shown as <u>strikethrough</u> type.

8.22.020 Definitions.

As used in this Chapter, Article I:

"1946 Notice" means any notice of termination of tenancy served pursuant to California Civil Code Section 1946. This notice is commonly referred to as a thirty (30) or sixty (60) day notice of termination of tenancy, but the notice period may actually be for a longer or shorter period, depending on the circumstances.

"1946 Termination of Tenancy" means any termination of tenancy pursuant to California Civil Code § 1946.

"Additional occupant" means an occupant whose addition to the unit has increased the total number of occupants above the base occupancy level. The owner may petition to increase the rent by an amount up to five (5) percent for each additional occupant above the base occupancy level. A rent increase shall not be based on an additional occupant who is the spouse, registered domestic partner, parent, grandparent, child, adopted child, foster child, or grandchild of an existing tenant, or the legal guardian of an existing tenant's child or grandchild who resides in the unit, or a caretaker/attendant as required for a reasonable accommodation for an occupant with a disability. A rent increase granted under this Section shall be reversed if the number of occupants decreases.

"Anniversary Date" is the date falling one (1) year after the day the tenant was provided with possession of the covered unit or one (1) year after the day the most recent rent adjustment took effect, whichever is later. Following certain vacancies, a subsequent tenant will assume the anniversary date of the previous tenant (Section 8.22.080).

"Appeal Panel" means a three-member panel of Board members authorized to hear appeals of Hearing Officer decisions. Appeal panels must be comprised of one (1) residential rental property owner, one (1) tenant, and one (1) person who is neither a tenant nor a residential rental property owner. Appeal panels may be made up of all regular Board members, all alternates, or a combination of regular Board members and alternates.

"Banking" means any CPI Rent Adjustment (or any rent adjustment formerly known as the Annual Permissible Rent Increase) the owner chooses to delay imposing in part or in full, and which may be imposed at a later date, subject to the restrictions in the <u>regulationsOrdinance</u>.

"Base occupancy level" means the number of tenants occupying the covered unit as principal residence as of June 16, 2020, with the owner's knowledge, or allowed by the lease or rental agreement effective as of June 16, 2020, whichever is greater, except that, for units that had an initial rent established on or after June 17, 2020, "base occupancy level" means the

number of tenants allowed by the lease or rental agreement entered into at the beginning of the current tenancy.

"Board" and "Residential Rent Adjustment Board" means the Housing, Residential Rent and Relocation Board.

"Capital Improvements" means those improvements to a covered unit or common areas that materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements must primarily benefit the tenant rather than the owner. Capital improvement costs that may be passed through to tenants include seventy (70) percent of actual costs, plus imputed financing. Capital improvement costs shall be amortized over the useful life of the improvement as set forth in an amortization schedule developed by the Rent Board. Capital improvements do not include the following as set forth in current and future regulations: correction of serious code violations not created by the tenant; improvements or repairs required because of deferred maintenance; improvements that are greater in character or quality than existing improvements ("gold-plating," "over-improving"), excluding: improvements approved in writing by the tenant, improvements that bring the unit up to current building or housing codes, or the cost of a substantially equivalent replacement; or costs for which a landlord is reimbursed (e.g., insurance, court awarded damages, subsidies, tax credits, and grants).

"Costa-Hawkins" means the California state law known as the Costa-Hawkins Rental Hawkins Act codified at California Civil Code § 1954.50, et seq. (Appendix A to this Chapter contains the text of Costa-Hawkins).

"Covered Unit" means any dwelling unit, including joint living and work quarters, and all housing services located in Oakland and used or occupied in consideration of payment of rent with the exception of those units designated in Section 8.22.030 A. as exempt. "Covered Unit" includes a vehicular residential facility, as defined in Oakland Planning Code Section 17.10.700, rented or offered for rent for living or dwelling purposes, whether rent is paid for the recreational vehicle and the lot upon which it is located, or rent is paid for the lot alone.

"CPI—All items" means the Consumer Price Index—All items for all urban consumers for the San Francisco—Oakland Hayward area as published by the U.S. Bureau of Labor Statistics.

"CPI—Less Shelter" means the Consumer Price Index—All items less shelter for all urban consumers for the San Francisco—Oakland Hayward area as published by the U.S. Bureau of Labor Statistics.

"CPI Rent Adjustment" means the maximum rent adjustment (calculated annually according to a formula pursuant to Section 8.22.070 B.3) that an owner may impose within a twelve (12) month period without the tenant being allowed to contest the rent increase, except as provided in Section 8.22.070 B.2. (failure of the owner to give proper notices, decreased housing services, and uncured code violations).

"Current Business Tax Certificate" means a business tax certificate ("Certificate" under OMC Section 5.04.110) that covers the property in which the unit is located:

i. for the current calendar year if the notice or petition is served on or after April 30 of a calendar year;

ii. for either the current calendar year or the prior calendar year if the notice or petition is served before April 30 of a calendar year.

"Ellis Act Ordinance" means the ordinance codified at O.M.C. 8.22.400 (Chapter 8.22, Article III) setting out requirements for withdrawal of residential rental units from the market pursuant to California Government Code § 7060, et seq. (the Ellis Act).

"Fee" means the rent program service fee as set out in O.M.C. 8.22.500 (Chapter 8.22, Article IV).

"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, employee services, and any other benefits or privileges permitted the tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment.

"Just Cause for Eviction Ordinance" means the ordinance adopted by the voters on November 5, 2002 (also known as Measure EE) and codified at O.M.C. 8.22.300 (O.M.C. Chapter 8.22, Article II).

"Mandatory Seismic Capital Improvement" means capital improvements that consist of mandatory seismic retrofitting as required in O.M.C. Chapter 15.27. Allowable adjustments of rents for work required by O.M.C. Chapter 15.27 shall be governed by Article 1, Chapter 8.22.

"Owner" means any owner, lessor or landlord, as defined by state law, of a covered unit that is leased or rented to another, and the representative, agent, or successor of such owner, lessor or landlord.

"Owner of Record" means a natural person, who is an owner of record holding an interest equal to or greater than thirty-three (33) percent in the property, but not including any lessor, sublessor, or agent of the owner of record.

"Regulations" means the Regulations adopted by the Board and approved by the City Council for implementation of this Chapter, Article I (formerly known as "Rules and Procedures") (after regulations are approved, they will be attached to this Chapter as Appendix B).

"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.

"Rent Adjustment Program" means the department in the City that administers this Chapter and also includes the Board.

"Security Deposit" means any payment, fee, deposit, or charge, including but not limited to, an advance payment of rent, used or to be used for any purpose, including but not limited to the compensation of an owner for a tenant's default in payment of rent, the repair of damages to the premises caused by the tenant, or the cleaning of the premises upon termination of the tenancy exclusive of normal wear and tear.

"Tenant" means a person entitled, by written or oral agreement to the use or occupancy of any covered unit.

"Uninsured Repairs" means that work done by an owner or tenant to a covered unit or to the common area of the property or structure containing a covered unit which is performed to secure compliance with any state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent such repair is not reimbursed by insurance proceeds.

"Voluntary Seismic Capital Improvement" means capital improvements that consist of "seismic strengthening" as defined in O.M.C. Section 15.30.100, but is not required for compliance under Chapter 15.27.

<u>"Waste Services" means regular solid waste collection service and recycling service as required</u> by the O.M.C sections 8.28.090-100.

"Waste Service Rate Increase" means any increase in rates charged for Waste Services.

SECTION 2. Amendments to Oakland Municipal Code Section 8.22.070. Added text is shown as <u>double underlined</u> type; deleted text is shown as <u>strikethrough</u> type.

8.22.070 Rent adjustments for occupied covered units.

This section applies to all rent adjustments for continuously occupied covered units. (Rent increases following vacancies of covered units are governed by Section 8.22.080). Any rent increase for a continuously occupied covered unit must comply with this section.

- A. One Rent Increase Each 12 Months; Exceptions and Limitations.
 - 1. One Rent Increase Each Twelve (12) Months.
 - a. Except as provided in Paragraph b below, an Owner may increase the rent on a covered unit occupied continuously by the same tenant only once in a 12month period. If an Owner filed an Owner's Rent Increase petition, the earliest any increase allowed in the Hearing Officer's decision may be effective is the date that a rent increase notice consistent with this Chapter and state law is served on the Tenant after the service date of the decision. Such rent increase cannot take effect earlier than the tenant's anniversary date if the Owner has already increased that tenant's rent within the preceding 12-month period.
 - b. Upon the occurrence of any of the following, an Owner may increase the Rent on a Covered Unit occupied continuously by the same Tenant, even if rent has already been raised during the preceding twelve (12) months:
 - i. If the Owner restores housing services, rent may be restored to the original Rent from the level to which rent had been decreased after a rent decrease awarded in a hearing decision by the RAP for housing services; and/or
 - ii. If, as a result of an appeal to the Rent Board or a writ to the Superior Court, the final decision permits a Rent increase greater than that allowed in the Hearing Officer's decision, the Owner may notice such increase as of the date of the final decision: and/or

iii. As a result of a Hearing Officer decision that permits a Rent increase due to increased costs caused by Waste Service Rate Increases.

- 2. In no event may rent for any covered unit increase in any twelve-month period by more than ten percent (10%), or the amount permitted for Oakland rental units subject to California Civil Code 1947.12 (or successor provisions), whichever is lower, for any and all rent increases based on the CPI Rent Adjustment, as set out in O.M.C. 8.22.070 B. (CPI Rent Adjustment), and any justifications pursuant to O.M.C. 8.22.070 C.2. (Rent Increases In Excess of CPI Rent Adjustment) except if required for the owner to obtain a fair return pursuant to O.M.C. 8.22.070 C.1.d.
- No series of rent increases in any five-year period can exceed 30 percent for any rent increases based on the CPI Rent Adjustment, as set out in, O.M.C. 8.22.070
 B. (CPI Rent Adjustment) and any justifications pursuant to O.M.C. 8.22.070 C.2. (Rent Increases In Excess of CPI Rent Adjustment) except for the following:
 - a. A series of rent increases composed solely of CPI Adjustments may exceed the 30 percent limitation;
 - b. Exceeding the 30 percent limitation is required for the owner to obtain a fair return pursuant to O.M.C. 8.22.070C.1.d.
- 4. If an owner is entitled to a rent increase or increases that cannot be taken because of the Rent increase limitations pursuant to Subsections 2. or 3. above, the owner may defer the start date of the increase to a future period, provided that in the rent increase notice that limits the owner's ability to take the increases, the owner must identify the justification and the amount or percentage of the deferred increase that may be applied in the future.
- B. CPI and Banking Rent Adjustments.
 - 1. Effective Date of this Section. An owner may first impose CPI Rent Adjustments pursuant to this section that take effect on or after July 1, 2002.
 - 2. CPI and Banking Rent Adjustment Not Subject to Petition. A Tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent Adjustment and/or any Banking Rent increase unless the tenant alleges one or more of the following:
 - a. The owner failed to provide the notice required at the commencement of tenancy and did not cure such failure (Section 8.22.060);
 - b. The owner failed to provide the notice required with a rent increase (Section 8.22.070 H);
 - c. The owner decreased housing services;
 - d. The covered unit has uncured health, safety, fire, or building code violations pursuant to Section 8.22.070 D.6.;
 - e. Any or all of a banking rent increase is not correctly calculated or the Owner is not eligible for a banking rent increase;

- f. The Rent increase exceeds the limitations set out in Sections 8.22.070 A.2 or A.3;
- g. The Owner has increased the rent once during the preceding twelve (12) month period without qualifying for an exception pursuant to Section 8.22.070.A.1.
- h. The Owner did not have a Current Business Tax Certificate.
- 3. Calculation of the CPI Rent Adjustment. Beginning in 2002 until July 31, 2022, the CPI Rent Adjustment is the average of the percentage increase in the CPI— All items and the CPI—Less shelter for the twelve-month period starting on March 1 of each calendar year and ending on the last day of February of the following calendar year calculated to the nearest one-tenth of one (0.1) percent. Beginning on August 1, 2022, the CPI Rent Adjustment is (1) sixty (60) percent of the percentage increase in the CPI-All items published for April of that calendar year from April of the immediately preceding calendar year calculated to the nearest one-tenth of one (0.1) percent, whichever is lower.
- 4. Effective Date of CPI Rent Adjustments. An owner may notice a rent increase for a CPI Rent Adjustment so that the rent increase is effective during the period from August 1 following the Rent Adjustment Program's announcement of the annual CPI Rent Adjustment through July 31 of the next year. The rent increase notice must comply with state law and take effect on or after the tenant's anniversary date.
- 5. Banking. In accordance with rules set out below, an owner may bank CPI rent adjustments and notice a Banking Rent increase concurrent with a CPI Rent Adjustment.
 - a. If an owner chooses to increase rents less than the annual CPI Adjustment permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding twelve (12) month periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase notice.
 - b. Banked CPI Rent Adjustments may be used together with other Rent justifications, except Increased Housing Service Costs and Fair Return, because these justifications replace the current year's CPI increase.
 - c. In no event may any banked CPI Rent Adjustment be implemented more than five (5) years after it accrues.
 - d. Any banked CPI Rent Adjustment expires upon transfer of ownership of the property in which the Covered Unit is located, unless:

(1) the transfer of ownership is through an inheritance between spouses or between parents and siblings, children or stepchildren; and

(2) the person(s) inheriting the property owned the property for at least one year.

- 6. Schedule of Prior Annual Permissible Rent Adjustments. Former annual permissible rent adjustments available under the prior versions of this Chapter:
 - a. May 6, 1980 through October 31, 1983, the annual rate was ten percent.
 - b. November 1, 1983 through September 30, 1986, the annual rate was eight percent.
 - c. October 1, 1986 through February 28, 1995, the annual rate was six percent.
 - d. March 1, 1995 through June 30, 2002, the annual rate was three percent.
- C. Rent Increases in Excess of the CPI Rent Adjustment or Banking.
 - 1. For Rent increases based on grounds other than the CPI Rent Adjustment or Banking, an Owner must first petition the Rent Program and receive approval for the Rent increase before the Rent increase can be imposed. A Rent increase in excess of the CPI Rent Adjustment or a Banking increase must be justified on one or more of the following grounds:
 - a. Capital improvement costs, including financing of capital improvement costs;
 - b. Uninsured repair costs;
 - c. Increased housing service costs;
 - d. The rent increase is necessary to meet constitutional or fair return requirements;
 - e. The rent increase is imposed for an additional occupant, as defined by Section 8.22.020.
 - f. The unlimited rent increase is imposed because the tenant is not residing in the unit as their principal residence.
 - g. Increased costs caused by Waste Service Rate Increases, in addition to the CPI Rent Adjustment.
 - 2. The amount of rent increase allowable for the grounds listed in Section 8.22.070 C.2. are subject to the limitations set forth in the regulations.
- D. Rent Increase Notices and Operative Dates for Rent Increases.
 - 1. CPI and Banking Increases not subject to a Petition. Rent increase notices for CPI and Banking Rent increases that are not the subject of a Petition shall be operative in accordance with this Chapter and State law.
 - 2. Owner Petitions.
 - a. An Owner may notice a Rent increase based on a petition after the service date of the decision subject to the limitation of one Rent Increase each twelve (12) months (the effective date of the Rent increase).
 - b. Except for any portion of the petitioned-for Rent increase that is based on a CPI Rent or Banking Rent Increase, a Tenant is not required to pay the Rent increase until there is a final decision on the petition pursuant to Section

8.22.070 D.5 (the operative date of the Rent increase). However if the Tenant chooses not to pay the Rent increase, the Tenant owes the increased Rent starting from the effective date of the Rent increase if the final decision upholds the Hearing Officer's decision.

- c. In a decision by the board or an appeals panel, the decision may (or may direct staff to) calculate the amount due and determine a repayment schedule consistent with the rent board regulations for the Tenant to pay any back Rent due or for the Tenant to receive any rent credits if the Tenant paid a Rent increase that is not upheld on appeal. However, a Hearing Officer shall calculate the amount due if there is a factual dispute regarding such amount. Any portion of a Waste Service Increase that was the subject of an Owner petition that is granted, but corresponds to a period prior to the petition being granted, may be combined with a CPI or Banking Rent Increase thereafter.
- d. If a final decision permits a greater Rent increase than the amount permitted in the Hearing Officer's decision, the Owner may issue another Rent increase notice up to the amount allowed in the final decision, and such additional notice is not subject to the limitation of no more than one Rent increase with in twelve (12) month period.
- e. If the final decision permits a smaller Rent increase than the amount permitted in the Hearing Officer's decision, the Tenant need only pay the Rent increase based on the amount of the final decision.
- 3. Tenant Petitions.
 - a. While a tenant petition is pending, a tenant must pay when due, pursuant to the rent increase notice, the amount of the rent increase that is equal to the CPI Rent Adjustment unless:
 - i. The tenant's petition claims decreased housing services; or
 - ii. The owner failed to separately state in the rent increase the amount that equals the CPI Rent Adjustment pursuant to Section 8.22.070 H.
 - b. The amount of any noticed rent increase above the CPI Rent Adjustment and Banking that is the subject of a petition is not operative until the decision is final.
- 4. When a party appeals the decision of a hearing officer, the tenant must continue to pay the amount of the rent adjustment due during the period prior to the issuance of the decision and the remaining amount of the noticed rent increase is not operative until the board has issued its written decision.
- 5. Final decision. The decision on a petition is final when any one of the following events have occurred:
 - a. A hearing officer decision has been issued and the time for appeal has passed without an appeal being filed;

- b. An appeal decision is issued and the time to file a writ of administrative mandamus has passed without a writ being filed; or
- c. When a court issues a final decision, including any further court appeals, on any writ of administrative mandamus contesting a Rent Board appeal decision.
- 6. No part of any noticed rent increase is operative during the period after the tenant has filed a petition and the applicable covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations as defined by Section 17920.3 of the California Health and Safety Code, excluding any, violation caused by a disaster or where the owner proves the violation was solely caused by the willful conduct of the tenant. In order for such rent increase to be operative the owner must provide proof that the cited violation has been abated. The owner must then issue a new rent increase notice pursuant to California Civil Code Section 827. The rent increase will be operative in accordance with Section 827. However, if an Owner files a petition for a Rent increase, the Tenant must include the allegation of code violations in the response to the petition for this subsection to be considered.
- E. An owner cannot increase the rent for a covered unit except by following the procedures set out in this Chapter (including the Just Cause for Eviction Ordinance (O.M.C. Chapter 8.22, Article II) and the Ellis Act Ordinance (O.M.C. Chapter 8.22, Article III)) or where Costa-Hawkins allows an owner to set the initial rent for a new tenant without restriction.
- F. Decreased housing services. A decrease in housing services is considered an increase in rent. A tenant may petition for an adjustment in rent based on a decrease in housing services under standards in the regulations. The tenant's petition must specify the housing services decreased. Where a rent or a rent increase has been reduced for decreased housing services, the rent or rent increase may be restored in accordance with procedures set out in the regulations when the housing services are reinstated.
- G. Pass-through of Fee. An owner may pass-through one half of the fee to a tenant in accordance with Section 8.22.500G. The allowed fee pass-through shall not be added to the rent to calculate the CPI Rent Adjustment or any other rent adjustment and shall not be considered a rent increase.
- H. Notice Required to Increase Rent or Change Other Terms of Tenancy.
 - 1. All Rent Increase Notices. As part of any notice to increase rent or change any terms of tenancy, an owner must include:
 - a. Notice of the existence of this Chapter; and
 - b. The tenant's right to petition against any rent increase in excess of the CPI Rent Adjustment unless such rent increase is pursuant to an approved Petition.
 - 2. Notices for Rent Increases Based on the CPI Rent Adjustment or Banking. As part of a notice to increase Rent based on the CPI Rent Adjustment or Banking, an Owner must include:

- a. The amount of the CPI Rent Adjustment; and
- b. The amount of any Banking increase-; and
- c. A copy of a current Business Tax Certificate:
 - i. If the rent increase includes Banking, a copy of a Current Business Tax Certificate;
 - ii. If the rent increase is based solely on the CPI Rent Adjustment, a copy of a Current Business Tax Certificate or a copy of a current signed payment plan with the City for delinquent business taxes.
- 3. Notices for Rent Increases Based on Owner Petition. As part of a notice to increase rent based on an owner petition, an owner must include a summary of the decision in the form provided by the Rent Adjustment Program pursuant to the following:
 - a. The Rent Adjustment Program will provide a summary of any decision, including an appeal decision or final decision with the decision or final decision, which the Owner shall include in a notice of rent increase.
 - b. The Rent Adjustment Program may provide optional, "safe harbor" forms for required notices, unless the ordinance or regulations require use of a specified form.
- 4. A notice to increase rent must include the information required by Subsection 8.22.070H.1. using the language and in a form prescribed by the Rent Adjustment Program.
- 5. A rent increase is not permitted unless the notice meets the requirements of California Civil Code Section 827.
- 6. A rent increase is not permitted unless the notice required by this section is provided to the tenant. An owner's failure to provide the notice required by this section invalidates the rent increase or change of terms of tenancy. This remedy is not the exclusive remedy for a violation of this provision.
- I. An owner may terminate the tenancy for nonpayment of rent (California Code of Civil Procedure § 1161(2) (unlawful detainer)) of a tenant who fails to pay the portion of a rent increase that is equal to the CPI Rent Adjustment when the tenant is required to do so by this subsection. In addition to any other defenses to the termination of tenancy the tenant may have, a tenant may defend such termination of tenancy on the basis that:
 - 1. The owner did not comply with the notice requirements for a rent increase; or
 - 2. The tenant's petition was based on decreased housing services.

SECTION 3. Amendments to Oakland Municipal Code Section 8.22.090. Added text is shown as <u>double underlined</u> type; deleted text is shown as <u>strikethrough</u> type.

8.22.090 Petition and response to filing procedures.

A. Tenant Petitions and Responses.

- 1. Tenant may file a petition regarding any of the following:
 - a. A rent increase given that is not based on the CPI rent adjustment, banking; and/or a final decision in an owner petition;
 - b. The owner set an initial rent in excess of the amount permitted pursuant to Section 8.22.080 (Rent increases following vacancies);
 - c. A rent increase notice failed to comply with the requirements of Subsection 8.22.070H;
 - d. The owner failed to give the tenant a notice in compliance with Section 8.22.060 and State law;
 - e. The owner decreased housing services to the tenant;
 - f. The tenant alleges the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Subsection 8.22.070 D.6;
 - g. The owner fails to reduce rent on the month following the expiration of the amortization period for capital improvements, or to pay any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.
 - h. The owner noticed a rent increase that exceeds the annual limit as provided in Section 8.22.070 A.2. or that exceeds the rent increase limit of thirty percent (30%) in five (5) years.
 - <u>i</u>. The petition is permitted by the Just Cause for Eviction Ordinance (Measure EE) O.M.C. 8.22.300 or its regulations.
 - j. The petition is permitted by the Ellis Act Ordinance, O.M.C. 8.22.400, or its regulations.
 - k. The tenant contests an exemption from this O.M.C. 8.22, Article I or Article II.
 - 1. The tenant claims the owner has received reimbursements for any portion of cost or financing of capital improvements after a capital improvement rent increase has been approved, and has not prorated and refunded such reimbursement, or has other undeclared capital improvement benefits.
 - m. After a rent increase imposed for an additional occupant as defined by Section 8.22.020, the owner fails to reduce the rent following a decrease in occupancy.
 - n. A primary tenant overcharges a subtenant in violation of the regulations. Only a subtenant may file a petition for this reason.
 - o. The Owner did not have a Current Business Tax Certificate.
- 2. For a petition contesting a rent increase, the petition must be filed as follows:
 - a. If the owner provided written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy, the petition must be filed within one hundred eighty (180) days of the date the owner serves the rent increase notice.

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- b. If the owner did not provide written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy, within one hundred eighty (180) days of the date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
- 3. For a petition claiming decreased housing services:
 - a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (90) days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
 - b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for three (3) years before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.
 - 4. In order to file a petition or respond to petition, a tenant, including a subtenant contesting overcharges by a primary tenant, must provide the following at the time of filing the petition or response:
 - a. A completed tenant petition or response on a form prescribed by the Rent Adjustment Program;
 - b. Reserved;
 - c. A statement of the services that have been reduced or eliminated, if the tenant claims a decrease in housing services;
 - d. A copy of the applicable citation, if the tenant claims the rent increase need not be paid because the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Section 8.22.070D.6; and
 - e. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the opposing party (owner, subtenant, or primary tenant).
 - 5. A tenant must file a response to an owner's or subtenant's petition within thirty (30) days of service of the petition.
- B. Owner Petitions and Owner Responses to Tenant Petitions.
 - 1. In order for an owner to file a response to a tenant petition or to file a petition, the owner must provide the following:
 - a. Evidence of possession of a current City-business tax certificate;
 - b. Evidence of payment of the Rent Adjustment Program service fee or evidence of exemption from the fee:

- c. i. Evidence of service of written notice of the existence and scope of the Rent Adjustment Program as required by Section 8.22.060 on all tenants in covered units affected by the petition or response;
 - ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. Section 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;
- d. A completed response or petition on a form prescribed by the Rent Adjustment Program;
- e. Organized documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption
 - i. "Organized documentation" with respect to rent increases due to Waste Services Rate Increases will be satisfied by identification of the rate category and increase in the annual published rates, and the prior month's bill documenting the rate category at the building(s) to which the petition applies; and
- f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.
- 2. An owner must file a response to a tenant's petition within thirty (30) days of the service of the tenant petition.
- 3. Subsection 8.22.090 B. shall not apply to primary tenant responses to subtenant petitions.

SECTION 4. Amendments to Oakland Municipal Code Section 8.22.110. Added text is shown as <u>double underlined</u> type; deleted text is shown as <u>strikethrough</u> type.

8.22.110 Hearing procedures.

- A. Hearing Officer. A hearing shall be set before a Hearing Officer to decide the issues in the petition.
- B. Hearings.
 - 1. All hearings on petitions shall be open to the public and recorded;
 - 2. Any party to a hearing may be assisted by a representative who may be an attorney or any other person. A party must designate his or her representative in writing.

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- C. Notification and Consolidation. Rent Adjustment Program staff shall notify the owner and tenant in writing of the time and place set for hearing. Representatives of parties shall also be notified of hearings, provided that the Rent Adjustment Program has been notified in writing of a party's designation of a representative at least ten (10) days prior to the notice of the hearing being sent. Disputes involving more than one (1) covered unit in any single building may be consolidated for hearing.
- D. Time of Hearing and Decision.
 - 1. The Hearing Officer shall have the goal of hearing the matter within sixty (60) days of the original petition's filing date.
 - 2. The Hearing Officer shall have a goal of rendering a decision within sixty (60) days after the conclusion of the hearing or the close of the record, whichever is later. The decision shall be issued in writing.
 - 3. The decision of the examiner shall be based entirely on evidence placed into the record.
- E. A Hearing Officer may order a rent adjustment as restitution for any overcharges or undercharges due, subject to guidelines set out in the regulations.
- F. Administrative Decisions.
 - 1. 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.
 - <u>f.</u> The petition is based on increased costs due to Waste Services Rate Increases, which are not subject to factual dispute, and can be decided as a matter of law.
 - 2. A notice regarding the parties' appeal rights will accompany any decision issued administratively. Appeals are governed by Section 8.22.120.
 - 3. The Hearing Officer shall have the goal of issuing any Administrative Decisions resolving petitions based on increased costs due to Waste Services Rate Increases within sixty (60) days of the original petition's filing date.
- G. Should the petitioner fail to appear at the designated hearing, the Hearing Officer may dismiss the petition.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

SECTION 7. CEQA Compliance. This action is exempt from the California Environmental Quality Act ("CEQA") pursuant to sections of the CEQA Guidelines, taken together and each as a separate and independent basis, including but not limited to: Section 15378 (regulatory actions), Section 15060(c)(2) (no direct or reasonably foreseeable indirect physical change in the environment), Section 15061(b)(3) (no significant environmental impact), and Section 15183 (consistent with the general plan or zoning).

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND PRESIDENT JENKINS

NOES –

ABSENT –

ABSTENTION -

ATTEST:

ASHA REED City Clerk and Clerk of the Council of the City of Oakland, California

3395065v3 kkq

NOTICE AND DIGEST

ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE TO ALLOW OWNERS TO PETITION FOR RENT INCREASES BASED ON INCREASED COSTS OF WASTE SERVICE RATES

This Ordinance amends the Rent Adjustment Ordinance to allow owners to petition for rent increases based on increased costs of waste service rates.