

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
March 24, 2022
5:00 P.M.
Meeting Will Be Conducted Via Zoom**

AGENDA

PUBLIC PARTICIPATION

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

OBSERVE:

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

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

When: March 24, 2022 5:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- March 24, 2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88491933671>

Or One tap mobile :

US: +16699009128,,88491933671# or +13462487799,,88491933671#

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Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 884 9193 3671

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COMMENT:

There are two ways to submit public comments.

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

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

If you have any questions, please email hearingsunit@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - a. Approval of Board Minutes, 2/24/2022 (pp. 3-11)
 - b. Approval of Board Minutes, 3/10/2022 (pp. 12-18)
4. OPEN FORUM
5. APPEALS*
 - a. L21-0028 & L21-0043, Glass v. Tenants (pp. 19-52)
 - b. T21-0029, Eason v. Bao (pp. 53-151)
 - c. T19-0472, T19-0473, T19-0474, T19-0475, T19-0476, T19-0479, T19-0480, T19-0482, Hoffman et al v. Alma Apartments LP (pp. 152-302)
6. DISCUSSION REGARDING A RESOLUTION TO SUPPORT THE CITY'S EVICTION MORATORIUM
7. SCHEDULING AND REPORTS
8. INFORMATION AND ANNOUNCEMENTS
9. ADJOURNMENT

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

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

Accessibility:

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a RAP@oaklandca.gov o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 RAP@oaklandca.gov 或致電 (510) 238-3721 或711 California relay service.

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

February 24, 2022

5:00 P.M.

VIA ZOOM CONFERENCE

OAKLAND, CA

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:06 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant	X		
Vacant	Tenant			
Vacant	Tenant Alt.			
H. FLANERY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated	X		
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
N. HUDSON	Landlord			X
B. SCOTT	Landlord Alt.	X*		
K. SIMS	Landlord Alt.			X

*Member B. Scott left the call at 7:48 pm, after the appeal cases were heard.

Staff Present

Oliver Luby	Deputy City Attorney
Harman Grewal	Business Analyst III (HCD)
Briana Lawrence-McGowan	Administrative Analyst I (RAP)
Cometria Cooper	Hearing Officer/Supervisor of CEE (RAP)
Marvin Nettles	Project Manager, CEE (RAP)
Mike Munson	KTOP

3. ELECTION OF OFFICERS

- a. Member C. Oshinuga moved to make Member D. Ingram the Chair. Member D. Ingram made a friendly amendment to make Member C. Oshinuga the Vice Chair. Member C. Oshinuga accepted the amendment. Member R. Nickens, Jr. seconded the motion.

The Board voted as follows:

Aye: R. Nickens, Jr., D. Ingram, C. Oshinuga, T. Williams, B. Scott
Nay: None
Abstain: E. Torres

The motion was approved.

- 4. Chair Ingram moved to change agenda items around to address consent items prior to holding open forum. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: R. Nickens, Jr., D. Ingram, C. Oshinuga, T. Williams, E. Torres, B. Scott
Nay: None
Abstain: None

The motion was approved.

5. CONSENT ITEMS

- a. Public comment was allowed for consent items. ‘Oaklander’ spoke, making a general comment that it is problematic for Board members to have their cameras off during the meetings. ‘Oaklander’ stated that the public should be able to see the Board members as they would in person and that the public should be able to make sure that Board members are alone and not consulting with parties during appeal hearings.
- b. Approval of Board Minutes from the January 27, 2022 and February 10, 2022 Full Board Special Meetings. Member T. Williams moved to approve both of the minutes. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: B. Scott, D. Ingram, C. Oshinuga, E. Torres, T. Williams, R. Nickens, Jr.
Nay: None
Abstain: None

The minutes were approved.

6. OPEN FORUM

- a. James Vann spoke on behalf of the Oakland Tenants Union. Mr. Vann congratulated Chair Ingram and Vice Chair Oshinuga on their elected officer positions. Mr. Vann also directed a comment to City Attorney Oliver Luby regarding open forum, stating that the public, by state law, has a right to comment on items before the Board votes. Mr. Vann made a suggestion for clarification to be made regarding when open forum should be held during the meetings. Mr. Vann also asked if the Rent laws such as the Tenant Protection Ordinance and Just Cause Ordinance have been updated to reflect all of the changes that have been made as a result of Council's Resolution and Measure Y.
- b. 'Oaklander', an Oakland resident, spoke again and stated that they would like to know the rules related to the Zoom format and why the public cannot see the Board members live during the meeting.

7. APPEALS*

- a. T18-0372, T19-0032, T19-0218, T19-0220, & T19-0251, Amory et al v. Green Sage

Appearances:	Lisa Giampaoli	Tenant Representative
	Dustin Schultz	Tenant
	Matthew Laws	Tenant
	Timothy Larsen	Owner Representative

This case involved multiple petitions filed by multiple tenants contesting rent increases and allegations of decreased housing services. The cases were consolidated and assigned to a new Hearing Officer after the initial cases were heard by different Hearing Officers. A Hearing Decision was issued, which found that the 5733 building had residential use prior to January 1, 1983, which caused the property to be considered not exempt from the Rent Ordinance as new construction.

The Hearing Decision found that the 5707 building was previously issued a permit in 2003 to legalize existing joint living and working quarters, that a certificate of occupancy was issued in May 2011, and that there was no evidence of residential use in the building prior to January 1, 1983. The Hearing Decision further concluded that the units in the building were exempt from the Rent Ordinance as new construction, denying the tenant petitions and granting the certificate of exemption for the 5707 building.

The tenants filed an appeal on the grounds that the decision violates Oakland's new construction exemption as contained in the Rent Ordinance and its regulations, and that the Hearing Decision is contrary to two relevant California Court of Appeals Decisions dealing with new construction exemptions.

The tenant representative contended that the property was already being occupied residentially when the current owner purchased the property in 2017. The tenant representative argued that the property is comprised of live-work units, but that the owner attempted to claim that they were commercial units to get the tenants to move out. The tenant representative argued that when that failed, the owner began imposing large rent increases. The tenant representative contended that there is proof that the units were being occupied residentially for decades, that the owner has the burden of proof to prove that units are exempt based on new construction, and that the owner failed to provide documentation and credible testimony that the units didn't exist prior to 1983.

The tenant representative argued that there is ample evidence that proves that residential use occurred prior to 1983 and prior to any finalized permits or certificates of occupancy being issued. The tenant representative argued that the tenants were covered by the Rent Ordinance until the owner finally legalized the units and provided proof, which is unfair, and that the Hearing Decision was issued despite a lack of substantial evidence. The tenant representative contended that the burden of proof was incorrectly placed on the tenants, rather than on the owner, and that the owner failed to prove that no residential use of the building existed prior to 1983.

The owner representative contended that the Hearing Officer correctly decided in this case and that the evidence that was submitted was based upon public records and existing Oakland law. The owner representative argued that construction began after 1983 and that the certificate of occupancy was issued after 1983. The owner representative argued that there has been no evidence that there was residential use of the building prior to 1983. The owner representative argued that the building used to be a warehouse, that it was converted into live-work spaces after 1983, and that the owners met their burden of proof by providing the public records that were available.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to remand the case back to the Hearing Officer with the following specifications:

- 1.) Reconsider the burden of proof and re-evaluate whether the record contains a preponderance of any evidence that the landlord has met their burden of proof, demonstrating that there was no prior residential use at any time before the conversion occurred and that the certificate of occupancy was obtained on or after 1983 and

- 2.) Re-evaluate prior decision in light of the fact that Oakland has a live-work space exemption and
- 3.) Re-evaluate prior decision in light of the fact that there is no temporal attachment to the prior residential use. Residential use can occur at any time prior to the conversion.

Member R. Nickens, Jr. seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, B. Scott, R. Nickens, Jr.
Nay: None
Abstain: T. Williams

The motion was approved.

b. T19-0272 & T19-0325, Jeffers v. BD Opportunity 1 LP

Appearances:	David Hall	Tenant Representative
	Helen Grayce Long	Owner Representative

This case involved two petitions filed by the tenant in 2019 contesting multiple rent increases on various grounds, including the claim that a RAP notice was never received. The tenant also claimed several decreases in housing services. The Hearing Decision issued granted the tenant's petitions and granted restitution for overpayment of rent and decreased housing services to the tenant.

The owner appealed the decision, the case was heard by the HRRRB in September 2020, and the Board remanded the case back to the Hearing Officer to recalculate the restitution with the specifications for the restitution for March 2019 to not exceed the monthly cost of rent, for the end date of the restitution period to be limited to the date of the hearing, and for prior decisions of the Board to be considered regarding rent reductions for similar housing service reductions so that the decision is consistent with prior Board decisions.

A remand decision was issued in August 2021, which revised the restitution award for March 2019, reducing the rent decrease for the gas shut off. The remand decision also considered prior decisions of the Rent Board; however, they were regarding the policy related to limiting restitution to 3 years, rather than based on the Board's directions to consider previous decisions related to rent reductions for similar decreased housing services. The remand decision did not include the Board's direction to limit the restitution period to the date of the hearing and retained the end dates of the various restitution awards that occurred after the date of the November 2019 hearing. The owner appealed the

remand decision on multiple grounds.

The owner representative contended that the Hearing Officer did not review prior decisions of the Board as requested when issuing the Remand Decision. The owner representative argued that the Remand Decision was inconsistent and did not follow the Board's direction from the previous appeal hearing. The owner representative argued that the Hearing Officer mentioned that restitution was limited to a 3-year period but granted restitution to the tenant for 42 months. The owner representative contended the Remand Decision was improper and that they are requesting for the decision to be vacated entirely and for a de novo hearing to be set.

The owner representative argued that the Hearing Officer failed to review prior Board decisions and that granting restitution to the tenant for 3 years just because the tenant did not receive a RAP notice is punitive. The owner representative argued that the tenant did in fact receive a RAP notice and that the City of Oakland has records that the RAP notice was received by the tenant later in the tenancy.

The tenant representative contended that the previous appeal decision issued by the Board called for a remand and directed the Hearing Officer to focus on narrow issues, including recalculation of the restitution for 2019, limiting the end date of the restitution to the date of the hearing, and the consideration of prior decisions issued by the Board regarding rent reductions for similar housing services. The tenant representative argued there was no reconsideration of the underlying issues of the original petitions and that there was no new consideration of the new evidence that was submitted as a part of the previous appeal and the current appeal.

The tenant representative argued that the appellants submitted new evidence on appeal that was never presented at the original hearing. The tenant representative argued that RAP regulations state that appeals should be based on the record as presented to the Hearing Officer, unless it can be determined by the appellate body that an evidentiary hearing is required. The tenant representative argued that RAP regulations also state that in order for new evidence to be submitted on appeal, the submitting party must prove that the evidence could not be available at the time of the initial hearing; however, all the evidence submitted on appeal are new arguments that the appellant could have submitted at the original hearing, but they failed to do so. The tenant representative contended allowing new evidence on appeal that was available at the original hearing is not consistent with prior Rent Board decisions.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to remand the case back to the Hearing Officer with the following specifications:

- 1.) Limit the restitution period to the hearing date
- 2.) Consider prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions and
- 3.) Identify prior cases and decisions regarding rent reductions for similar housing service reductions that are being relied on

Chair Ingram seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, T. Williams, B. Scott,
R. Nickens, Jr.
Nay: None
Abstain: None

The motion was approved.

c. T20-0182, Gordon-Brown v. Best Bay Apartments

Appearances:	Karen Gordon-Brown	Tenant
	Joshua Baker	Owner Representative

This case involved a 2019 tenant petition contesting a rent increase and claims of decreased housing services due to a loss of quiet enjoyment, loss of courtyard access, and failure to enforce COVID-19 health rules. The case was consolidated with two additional 2019 petitions filed by the tenant, a 2019 petition filed by a different tenant, and a 2019 petition filed by the owner for rent increases. The owner petition was separated from the consolidated cases and a hearing was held for the consolidated tenant petitions, which resulting in a separation of case T20-0182 from the other tenant petitions. A separate hearing was held for case T20-0182 in August 2021. A Hearing Decision was issued in October 2021 for T20-0182, indicating that the rent increase claim would not be addressed and asserting that the rent increase was valid. This Hearing Decision also noted that the tenant withdrew claims of decreased housing services related to COVID-19 rules at the hearing.

A Hearing Decision was also issued in September 2021 for the remaining consolidated tenant petitions and found that in regard to the quiet enjoyment claim, the tenant did not establish that the property manager failed to act appropriately or perform a responsibility and stated that RAP lacks jurisdiction over claims of loss of quiet enjoyment. Regarding the courtyard access claim, the Hearing Decision found that the tenant did not establish that the property manager committed action or inaction leading to the tenant's loss of courtyard access. The tenant filed an appeal in October 2021 for case T20-0182 and for

the consolidated tenant petition's case. An administrative appeal decision was issued denying the appeal for the consolidated tenant petition's case due to untimely appeal filing. The grounds for the appeal in case T20-0182 include that the decision was not based on substantial evidence, the tenant's claim of not being able to access an evidence file for a prior case, claims of being told to re-submit evidence for case T20-0182, and claims of experiencing difficulties when recalling the requested evidence that was previously submitted.

The tenant contended that T20-0182 was an addendum to previous petitions that were submitted and that over the course of the consolidation period, evidence and testimony was presented that would have supported the current case and the consolidated tenant petitions case. The tenant argued that this case is being appealed because due process procedures and bill of rights were violated. The tenant contended that the Hearing Officer was not impartial and that the cases were consolidated and then un-consolidated unexpectedly. The tenant argued that all of the previously submitted evidence was ripped away from the current case by the cases being un-consolidated. The tenant also argued that the appeal deadline was missed for the consolidated tenant petitions case because of the cases being un-consolidated.

The owner representative contended that some of the evidence that the tenant is claiming was lost when the consolidated tenant petitions case was un-consolidated was on the record as a part of the owner's submission, and that the police report that the tenant is claiming was lost was never previously submitted. The owner representative argued that there were full hearings held for all cases and that the tenant was untimely when submitting evidence specifically related to the decreases in housing services. The owner representative contended that the Hearing Officer had all of the evidence on record, everything on record was included, considered, and discussed during the original hearings and that nothing was excluded. The owner representative argued that there was a clear and full discussion had at the original hearing regarding the separation of this case from the other consolidated tenant petitions case, that the evidence on the record and facts of this case were unrelated, which resulted in the separation from the consolidated tenant petitions case.

After parties' arguments, questions to the parties, and Board discussion, Member T. Williams moved to uphold the Hearing Officer's decision. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, B. Scott, T. Williams,
R. Nickens, Jr.
Nay: None

Abstain: None

The motion was approved.

8. SCHEDULING AND REPORTS

- a. Program Updates (Rent Adjustment Program): Cometria Cooper and Marvin Nettles from the Rent Adjustment Program presented program updates to the Board. Topics discussed included:
- 2021 Workshops and Outreach
 - Upcoming 2022 Workshops and Outreach
 - RAP's *Ask Before You Act* Campaign
 - Housing Counseling Services provided to Tenants and Property Owners
 - Supporting Data from workshops, phone calls, and emails

9. INFORMATION AND ANNOUNCEMENTS

- a. Board Training—Role of the Board and Role of Board Members as Public Officials - Quasi-Judicial, Policy, and Rule Making Responsibilities: Deputy City Attorney Oliver Luby administered a Board training session. Topics discussed included:
- *Role of HRRRB Members as Public Officials*
 - *Public Ethics Trainings & Resources*
 - *Board Authority & Duties*
 - *Distinguishing Board Member Roles/Personal Roles*
 - *Role of the Board (HRRRB)*
 - *Quasi-Judicial*
 - *Appeals of RAP Decisions on Rent Ordinance Petitions*
 - *Other Appeals*
 - *Policy & Rulemaking*
 - *Policy Duties & Functions*

10. ADJOURNMENT

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

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

March 10, 2022

5:00 P.M.

VIA ZOOM CONFERENCE

OAKLAND, CA

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair D. Ingram at 5:05 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant			X
Vacant	Tenant			
Vacant	Tenant Alt.			
H. FLANERY	Tenant Alt.	X		
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated	X		
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
N. HUDSON	Landlord	X		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

Staff Present

Braz Shabrell
Harman Grewal
Briana Lawrence-McGowan
Mike Munson

Deputy City Attorney
Business Analyst III (HCD)
Administrative Analyst I (RAP)
KTOP

3. RENEWAL— ADOPTION OF AB 361 RESOLUTION

- a. Public comment was allowed for the renewal of the adoption of AB 361 resolution. Bertha Gayles spoke, asking why tenants must pay for improvements that owners make to their property even though tenants are required to pay rent. Chair Ingram informed Ms. Gayles that public comment was only being taken for this specific action item.
- b. Chair D. Ingram moved to renew the adoption of AB 361 resolution. Member H. Flanery seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, N. Hudson, T. Williams, H. Flanery
Nay: None
Abstain: None

The motion was approved.

4. OPEN FORUM

- a. No members of the public spoke during open forum.

5. APPEALS*

- a. L19-0253, 37 Moss LLC v. Tenants

Appearances:	Angie Sandoval	Owner Representative
	Arlo Hale Smith	Tenant Representative

The tenant representative’s audio was not working. The Board moved on to the next appeal case to allow extra time for the audio issue to be resolved.

- b. L14-0065, 525-655 Hyde Street CNML Properties, LLC

Appearances:	Angie Sandoval	Owner Representative
	Stan Amberg	Tenant Representative
	Julie Amberg	Tenant
	Mari Oda	Tenant

This case involved an owner petition for a certificate of exemption based upon substantial rehabilitation. During the original 2015 hearing, the Hearing Officer found that the owner did not spend the minimum amount required to qualify for an exemption. The owner appealed the Hearing Decision, which was later affirmed by the Board. The owner then filed a Writ in Superior Court, challenging both the Hearing Decision and Appeal Decision. The Superior Court granted the owner's Writ, making two findings on two main issues. The first finding was that it was improper for the Hearing Officer to use 'Table B' when determining the costs per square footage of new construction, as 'Table B' was not issued by the Chief Building Inspector as required, which caused the calculations to be incorrect. The second finding was that it was improper to treat the balcony space as apartment space in calculating the costs.

Both the Hearing Officer and the HRRRB erred by focusing on the potential use of the balconies, rather than the costs of construction, and for not giving effect to the specific description for elevated decks and balconies listed in 'Table A'. The balcony space should have been calculated separately from the rest of the apartment space with regard to the square footage and costs. The court ordered for the Hearing Decision to be set aside and for the Board to reconsider the case in light of the court's opinion.

The tenants appealed the Superior Court Decision to the Court of Appeals and the Court of Appeals affirmed the lower court's decision. The case was then sent back to RAP for reconsideration in light of the court's decision. In September 2021, a new Reconsideration Decision was issued without a hearing and by a different Hearing Officer, granting the owner's petition. The tenants appealed the Reconsideration Decision and are requesting that the matter be set for another hearing on the limited issue of the balconies so that the tenants can present evidence on whether the balconies should be calculated as apartment space or elevated deck space.

The tenant representative contended that the issue is whether the tenants should be given the opportunity to present evidence and arguments on the balcony costs issue to determine whether the construction cost was \$127 or \$41.16 per square foot. The tenant representative argued that the Hearing Decision was issued in error, that the Hearing Decision was issued without a hearing being held and using the total of \$41.16 per square foot for construction costs, and that notice of the Hearing Decision wasn't provided to the tenants. The tenant representative argued that the tenants were denied due process of law and were not allowed an opportunity to present evidence on the balcony issue and what the appropriate construction costs were.

The tenant representative contended that the owner's appeal did not contest or contend that the balcony construction costs should be \$41.16. The tenant representative argued that as a result, the tenants had no knowledge that the

amount being disputed was an issue. The tenant representative argued that \$41.16 was asserted as the balcony construction cost per sq. ft. for the first time when the owner filed a petition with the Superior Court for a Writ of Mandamus. The tenant representative contended that the City of Oakland and the tenants argued with the court that the owner was precluded from asserting \$41.16 as the balcony construction costs since this amount was not previously asserted with RAP and the court agreed. The tenant representative argued that the owner also filed a brief using the total of \$41.16 as a total for construction costs of the balcony, but the brief was never served on the tenants or filed with RAP.

The tenant representative contended that since the tenants were unaware that \$41.16 was being asserted as the costs, they never had a need or reason to present evidence or argument against the amounts being asserted. The tenant representative argued that since amounts are now being asserted, the tenants are requesting for the previously issued Hearing Decision to be vacated and for the case to be remanded for a hearing on the balcony cost issue for an opportunity to present evidence and arguments. The tenant representative contended that the tenants would present evidence that the balconies are structurally a part of the property and that the appropriate cost of construction is \$127 per square foot.

The owner representative argued that the Hearing Officer and the HRRRB relied on improper information and made a legal error in calculating the costs of new construction. The owner representative contended that the costs of new construction are required to be calculated using 'Table A', which is issued by the Chief Building Inspector, and that the costs are permitted using descriptions of the physical structure and not its intended use. The owner representative argued that the Superior Court and the Court of Appeals both agreed that 'Table A' is the proper table to be used to calculate construction costs and argued that 'Table A' lists the costs that are permitted for different costs of construction—including the total of \$41.16 as being the appropriate cost for elevated decks and balconies.

The owner representative argued that the Superior Court's judgment preempts RAP's authority, and that RAP does not have the authority to contradict a court judgment and Writ of Mandate. The owner representative argued that the Trial Court permitted the owner to augment the record and took into consideration any arguments related to the notice and still held that the decision was affirmed and determined that there was a calculation error made based on the improper use of tables. The owner representative contended that the Board is in the best position to correct the error by relying on correct information, not the tenants, and that any evidence that the tenants may submit is irrelevant and should not change the outcome of the decision. The owner representative argued that the Trial Courts held that the City must apply 'Table A' to projects or parts of projects, based on whether the description reasonably describes the physical structure to be constructed. The owner representative contended that *Table A* uses

descriptions defined by the costs of construction, rather than potential use and that the Reconsideration Decision should be upheld.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to remand the case back for a hearing for the introduction of evidence specifically on the issue of whether the 1002 sq ft. piece of property properly falls under the elevated decks and balconies description as indicated by 'Table A'. Chair D. Ingram seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, N. Hudson, T. Williams,
H. Flanery
Nay: None
Abstain: None

The motion was approved.

c. Bertha Gayles was allowed to speak since she was not a tenant who submitted an appeal for case L19-0253, 37 Moss LLC v. Tenants and was not given the opportunity to speak during public comment/open forum since the Board believed she was an appellant in the case. Ms. Gayles stated that tenants pay rent to the owner of the building and that she does not understand why tenants are expected to also pay for renovations or any other work done to the property. Ms. Gayles mentioned she understands that some work may have needed to be done, like the garage; but things like the windows and paint weren't needed and she doesn't get why tenants have to pay for it. Ms. Gayles stated that the tenants did not have a say so as to what work would be done, she doesn't understand why the tenants have to pay for the work that the owners had done to the building that they own, and that the tenants pay for what they should pay for, which is the rent.

d. L19-0253, 37 Moss LLC v. Tenants

Appearances: Angie Sandoval Owner Representative
Arlo Hale Smith Tenant Representative

This case involved capital improvements. When owners spend money on improvements to the building that add value to the property and appreciably prolong its life or adapt to new building codes, the owner may pass through a portion of those costs to tenants in the form of a rent increase by filing a petition with RAP. In this case, various improvements were made to a 12-unit building—

including painting, window replacement, seismic retrofitting, carpeting, lighting, and mailbox replacement. After a hearing, a Hearing Decision was issued granting the owner's petition after the Hearing Officer found that the work benefited the tenants and qualified as capital improvements.

One of the tenants filed an appeal raising three main arguments. The first argument was that the owner received a discount on the purchase price of the building, specifically due to the need for retrofitting—therefore it is improper for the owner to pass off this cost to the tenants. The second argument was that several of the improvements, including the carpet, lights, painting, and mailboxes were not necessary and were only aesthetic. The third argument was that the tenant objected to the window replacement—therefore, the windows were not a primary benefit to him, and were instead a benefit to the owner. The owner filed a response to the appeal objecting the grounds of the appeal and claiming that the appeal was filed untimely.

The tenant representative contended that the due process issue in this case was related to whether or not there had been a discount given specifically for the cost of retrofitting when the current owner purchased the property and not regarding what the sale price of the property was. The tenant representative argued that the Hearing Officer would not allow any questions on that subject and would not allow for the tenant to ask what the purchase price reduction was for or what the amount of the reduction was. The tenant representative argued that nothing was wrong with the building's paint, mailboxes, or carpet, that the building was solely painted and the carpet was replaced for aesthetic purposes, and that the work was only done so that the owner would be able to raise the rent when renting to new tenants. The tenant representative also argued that no before and after photos were ever provided.

The tenant representative contended that underneath the Rent Ordinance, capital improvement costs are for improvements that materially add value to the property and appreciably prolong its useful life, and that repainting just to change the building's color and changing its carpet does not do any of those things.

The owner representative argued that there are no valid due process arguments in this case and that the appellant received a fair hearing, was permitted to submit evidence, and provide testimony, and was given the opportunity to cross examine witnesses. The owner representative contended that Hearing Officers are allowed to object to questions that parties may ask that are irrelevant to the hearing and that questions related to the building's sale price were not relevant to the owner's capital improvement pass through petition. The owner representative argued that the only costs that were relevant to the case were the costs related to the improvements that were made. The owner representative argued that previous Board decisions have held that improvements based on carpet, lights, mailboxes, installation of windows, and interior/exterior painting of the property qualify as capital improvements and primarily benefit the tenants. The owner representative argued that the Hearing Officer heard testimony and considered

all the evidence and decided that the owner was entitled to the capital improvement pass through by imposing rent increases. The owner representative contended that they're requesting for the Hearing Decision to be upheld by the Board.

After parties' arguments, questions to the parties, and Board discussion, Chair Ingram moved to uphold the Hearing Officer's Decision. Member N. Hudson seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, N. Hudson, T. Williams,
H. Flanery
Nay: None
Abstain: None

The motion was approved.

6. INFORMATION AND ANNOUNCEMENTS

- a. Chair D. Ingram mentioned that a case was filed by landlords against Alameda County to lift the eviction moratorium and that he'd like to schedule it as an agenda item to discuss in regard to how this may impact the Board and their work at the next full Board meeting.

7. SCHEDULING AND REPORTS

- a. None

8. ADJOURNEMENT

- a. The meeting was adjourned at 7:09 p.m.

CHRONOLOGICAL CASE REPORT

Case Nos.: L21-0028 & L21-0043

Case Name: Glass v. Tenants

Property Address: 1001 A 46th Street, Oakland, CA 94608

Parties: Zepporah Glass (Owner)
Isaac Safier (Owner Representative)
Fernando De La Rosa II (Tenant)
Lucy Medina (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Property Owner Petition filed (L21-0028)	May 17, 2021
Property Owner Petition filed (L21-0043)	June 28, 2021
Tenant Response filed (L21-0028)	-----
Tenant Response filed (L21-0043)	-----
Administrative Decision mailed	October 22, 2021
Property Owner Appeal filed	November 2, 2021
Order of Dismissal mailed (L21-0028)	November 29, 2021

000019

L21. 0028 EL

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. RECEIVED MAY 17 2021 RENT ADJUSTMENT PROGRAM OAKLAND LANDLORD PETITION FOR CERTIFICATE OF EXEMPTION (OMC §8.22.030.B)
---	--

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

Section 1. Basic Information

Your Name Zepporah Glass		Complete Address (with zip code) 820 Lawton St. San Francisco, CA 94122	Telephone Day: 415-412-7754
Your Representative's Name Isaac Safier		Complete Address (with zip code) 345 Franklin St. San Francisco, CA 94102	Telephone Day: 415 967-0125
Property Address 1001A 46th Street #301, Oakland, CA 94608			Total number of units in bldg or parcel. 80 in condo building
Type of units (circle one)	Single Family Residence (SFR)	<u>Condominium</u>	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<u>Yes</u>	No
Assessor's Parcel No.	049-1553-029-00		

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

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

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

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

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

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

X	New Construction
	Substantial Rehabilitation
X	Single Family Residence or Condominium (Costa-Hawkins)

Section 4. Verification Each petitioner must sign this section.

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

Zepporh Glass

 Owner's Signature

5/14/2021

 Date

 Owner's Signature

 Date

Important Information

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

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

Section 2:

Tenants:

Lucy Medina & Fernando De La Rosa II.

Address: 1001 46th St. Oakland, CA 94608-3464.

Ph. 415-794-9663

Section 3:

Single Family or Condominium (Costa-Hawkins) exemptions:

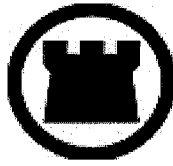
1. No
2. No.
3. No.
4. No.
5. Yes (condominium that can be sold separately).
6. No.
7. Yes. Purchased from previous owner, Dessy John, Laura John on September 30, 2019. I did not purchase the entire building, just one unit.
8. Current Tenant moved in on:

Received 1 - 20 pages

Visit Us on our Website: www.ctic.com

Sign _____ DATE _____

Sign _____ DATE _____



**CHICAGO TITLE
COMPANY**

ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
6210 Medau Place • Oakland, CA 94611
(510)987-7177 • FAX (510)987-7180

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Will Martin
Email: wimartin@fnf.com
Title No.: FWAC-5851900897-WM

Escrow Officer: Semiko Prim
Email: Semiko.Prim@ctt.com
Escrow No.: FWAC-5851900897 -SP

TO: Red Oak Realty
1891 Solano Ave
Berkeley, CA 94707
Attn: Kathleen Wilson

PROPERTY ADDRESS(ES): 1001 46th Street #301, Oakland, CA

EFFECTIVE DATE: May 2, 2019 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A CONDOMINIUM, as defined in Sections 783 and 4125 of the California Civil Code, in fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Laura B. John and Dessy John, wife and husband as joint tenants

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

000023

Preliminary Report

Red Oak Realty
1891 Solano Ave
Berkeley, CA 94707
Attn: Kathleen Wilson

Escrow Officer: Semiko Prim
Email: Semiko.Prim@ctt.com
File No.: FWAC-5851900897-WM
Escrow No.: FWAC-5851900897 -SP

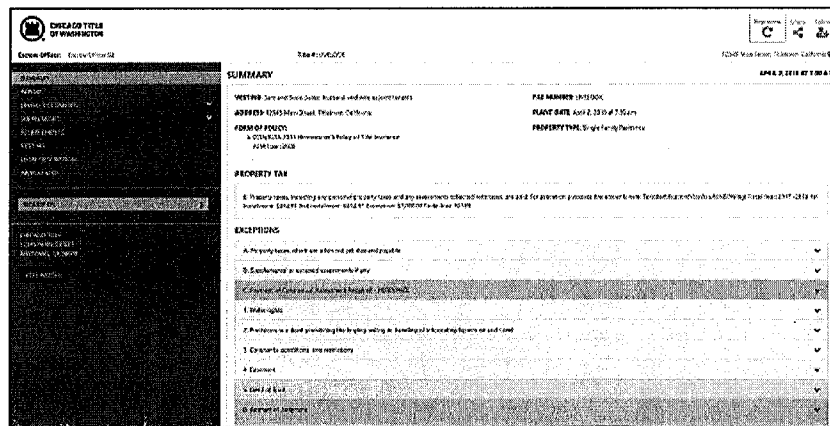
Property Address: 1001 46th Street #301, Oakland, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 049-1553-029-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL ONE:

UNIT 301, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN RECORDED AUGUST 10, 2007, SERIES NO. 2007296695, OFFICIAL RECORDS.

PARCEL TWO:

AN UNDIVIDED 1/80 INTEREST, AS A TENANT IN COMMON, IN AND TO THE COMMON AREA LYING WITHIN LOT ONE, AS SHOWN ON PARCEL MAP 7705, FILED JULY 31, 2001, IN BOOK 260 OF PARCEL MAPS, PAGES 28 AND 29, ALAMEDA COUNTY RECORDS, AS MORE PARTICULARLY DEFINED IN THE CONDOMINIUM PLAN AND THE DECLARATION OF RESTRICTIONS, RECORDED AUGUST 10, 2007, SERIES NO. 2007296695 AND 2007296696, RESPECTIVELY, OFFICIAL RECORDS.

EXCEPTING FROM PARCEL TWO:

(A) ALL UNITS, AS SHOWN ON THE CONDOMINIUM PLAN RECORDED AUGUST 10, 2007, SERIES NO. 2007296695, OFFICIAL RECORDS.

(B) THE EXCLUSIVE RIGHT TO USE ALL OF THOSE AREAS DESIGNATED AS PATIO AND DECK, ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

(C) ALL EASEMENTS FOR ACCESS, DEVELOPMENT, ENCROACHMENTS, MAINTENANCE AND OTHER PURPOSES SET FORTH IN THE DECLARATION OF RESTRICTIONS, REFERRED TO ABOVE.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR USE AND ENJOYMENT OF AND ACCESS OVER THE ASSOCIATION PROPERTY, EXCEPTING ANY EXCLUSIVE USE AREA, SUBJECT TO THE PROVISIONS OF THE DECLARATION OF RESTRICTIONS REFERRED TO ABOVE.



Global Search... 

Home **Building** Planning Enforcement Fire

Advanced Search

Search for Records

Instructions to search

You can find YOUR permit status by logging in to the site, and searching by any of the following parameters. If you are looking for general property information, it does not require a login.

- Record Number (Permit Number)
- Street No, Street Name
- State License Number

General Search

Search All Records

Record Number: Record Type: Record Status:

Filing Date (Start): Filing Date (End):

Street No.: - To Street Name: Street Type:

Unit No.: Zip: Parcel No.:

License Type: State License Number:

First: Last:

Name of Business:

▶ Search Additional Criteria

Search Clear

3 Record results matching your search results

Click any of the results below to view more details.

Showing 1-3 of 3 | Download results

<input type="checkbox"/>	File Date	Status	Record Number	Record Type	Address	Description	Action	Short Notes
<input type="checkbox"/>	04/20/2021	Permit Issued	E2101449	Non-Residential Electrical - Alteration	1001 46TH ST, #209, OAKLAND CA 94608	- Light fixture and switch Installation		
<input type="checkbox"/>	06/14/2019	Final	E1901669	Non-Residential Electrical - Alteration	1001 46TH ST, A, OAKLAND CA 94608	Install EVC station in parking garage for residential condo bldg.		
<input checked="" type="checkbox"/>	05/02/2006	Expired	PX0600082	Building/Public Infrastructure/New/NA	1001 46TH ST, OAKLAND CA	Public Improvements for a project that will be constructed across the jurisdictional boundaries of Emeryville and Oakland Project will consist of 79 condominiums and		Public improvements for a project that will be constructed across the jurisdictional boundaries of Emeryville and Oakland Project will consist of 79 condominiums and

2006
Permit to
build
condos

000028

L21-0043 EL
Amended

(Involuntary Dismissal)
~~L21-0028~~

10/27

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp <div style="text-align: center; border: 1px solid black; padding: 5px;"> RECEIVED JUN 28 2021 RENT ADJUSTMENT PROGRAM OAKLAND LANDLORD PETITION FOR CERTIFICATE OF EXEMPTION (OMC §8.22.030.B) </div>
---	--

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

Section 1. Basic Information

Your Name Zepporah Glass		Complete Address (with zip code) 820 Lawton St. San Francisco, CA 94122	Telephone Day: 415-412-7754
Your Representative's Name Isaac Safier		Complete Address (with zip code) 345 Franklin St. San Francisco, CA 94102	Telephone Day: 415 967-0125
Property Address 1001A 46th Street #301, Oakland, CA 94608		Total number of units in bldg or parcel. 80 in condo building	
Type of units (circle one)	Single Family Residence (SFR)	<u>Condominium</u>	Apartment or Room
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?		<u>Yes</u>	No
Assessor's Parcel No.	049-1553-029-00		

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

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7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?
8. When did the tenant move into the unit?

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

X	New Construction
	Substantial Rehabilitation
X	Single Family Residence or Condominium (Costa-Hawkins)

Section 4. Verification Each petitioner must sign this section.

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Zepproh Glass

 Owner's Signature

5/14/2021

 Date

 Owner's Signature

 Date

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To:

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

Section 2:

Tenants:

Lucy Medina & Fernando De La Rosa II.
Address: 1001 46th St. Oakland, CA 94608-3464.
Ph. 415-794-9663

Section 3:

Single Family or Condominium (Costa-Hawkins) exemptions:

1. No
2. No.
3. No.
4. No.
5. Yes (condominium that can be sold separately).
6. No.
7. Yes. Purchased from previous owner, Dessy John, Laura John on September 30, 2019. I did not purchase the entire building, just one unit.
8. Current Tenant moved in on: 11/15/2020

000031

Amended

L21-0028

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. <p style="text-align: center;"><u>LANDLORD PETITION</u> <u>FOR CERTIFICATE OF EXEMPTION</u> (OMC §8.22.030.B)</p>
---	---

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

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X	Single Family Residence or Condominium (Costa-Hawkins)

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Zappach Plus

 Owner's Signature

5/14/2021

 Date

 Owner's Signature

 Date

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To:

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

Section 2:

Tenants:

Lucy Medina & Fernando De La Rosa II.

Address: 1001 46th St. Oakland, CA 94608-3464.

Ph. 415-794-9663

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3. No.
4. No.
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6. No.
7. Yes. Purchased from previous owner, Dessy John, Laura John on September 30, 2019. I did not purchase the entire building, just one unit.
8. Current Tenant moved in on: 11/15/2020

000034



CITY OF OAKLAND

Finance Department
 Revenue Management Bureau
 250 Frank H. Ogawa Plaza, Suite 1320 Oakland, CA 94612
 (510) 238-7254 TDD (510) 238-3254
<https://lts.oaklandnet.com>
taxcompliance@oaklandca.gov

 ZEPORAH GLASS
 820 LAWTON ST
 SAN FRANCISCO, CA 94122-3542

ACCOUNT NUMBER
00240410
RATE TYPE
M - RESIDENTIAL RENTAL PROPERTY
PAYMENT DUE DATE
05/31/2021

BUSINESS ADDRESS: 1001A 46TH ST # 301

May 11, 2021

Dear Business Owner/Operator:

According to our records, your account has a balance of \$2,565.48. This amount was calculated as follows:

Charges	Amount
2019	
BT Registration Fee	\$88.00
RAP Penalty - New	\$50.50
RAP Rent Adjustment Program (M)	\$101.00
BT SB1186 (AB1379)	\$4.00
BT Recordation and Tech	\$3.00
RAP Interest	\$27.27
BT Late Reg Interest	\$22.00
BT Late Reg Penalty	\$22.00
2020	
BT Gross Receipts M/N 1st Year - 12,600.00	\$175.77
RAP Rent Adjustment Program (M)	\$101.00
BT Gross Receipts M/N - 43,425.00	\$605.78
BT SB1186 (AB1379)	\$4.00
BT Recordation and Tech	\$3.00
RAP Penalty - Renewal	\$50.50
RAP Interest	\$22.73
BT Interest	\$146.54
BT Penalty	\$195.39
2021	
RAP Rent Adjustment Program (M)	\$101.00
BT Gross Receipts M/N - 43,425.00	\$605.78

000035



CITY OF OAKLAND

Finance Department
Revenue Management Bureau
250 Frank H. Ogawa Plaza, Suite 1320 Oakland, CA 94612
(510) 238-7254 TDD (510) 238-3254
<https://ltss.oaklandnet.com>
taxcompliance@oaklandca.gov

2021	
BT SB1186 (AB1379)	\$4.00
BT Recordation and Tech	\$3.00
RAP Penalty - Renewal	\$50.50
RAP Interest	\$4.55
BT Interest	\$22.72
BT Penalty	\$151.45
Total Due:	\$2,565.48

The amount due stated on this invoice was calculated using the **Invoice Date** noted at the top of this form. The principal balance may accrue additional penalties and interest per Oakland's Municipal Code.

YOU CAN NOW PAY YOUR INVOICE ONLINE!
LOG ONTO [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)
ACCOUNT #: 00240410 PIN: 1266309

**COMPLETE AND RETURN
WITH YOUR PAYMENT TO:**

City of Oakland
250 Frank H. Ogawa Plaza Suite 1320
Oakland, CA 94612-2011

000036

Receipt

Thu, May

Zepporah Glass <zglass28@gmail.com>
To: Isaac Safler <isaacsafier@gmail.com>
Cc: Zepporah Glass <zglass28@gmail.com>

https://lss.oaklandnet.com/Pay/Pay3

OFFICIALS



DEPARTMENTS

Guest

Find Account → Submit Payment → Receipt

Home Report a Problem

Paying

SERVICES

Business License Online Payment

PRINT THIS PAGE FOR YOUR RECORD

NEWS



you for your payment

ent Date: 5/13/2021

Confirmation #: 286320

Account Information

Account # 00240410
Expire Date 12/31/2021
Name GLASS ZEPPORAH TR
Address 1001A 46TH ST # 301
City OAKLAND
Phone (415) 967-0125

Summary

	Input	Balance Due
Tax Calculation		
BT Gross Receipts M/N	43425.00	\$605.78
BT SB1188 (AB1379)	1.00	\$4.00
BT Recordation and Tech	1.00	\$3.00
Penalty		\$174.17
Prior Balance		\$1,289.48
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
RAP Rent Adjustment Program (M)	1.00	\$101.00
Penalty		\$55.05
Prior Balance		\$353.00
Total Balance Due		\$2,666.48
Payment Information		
Payment Amount		\$2,666.48

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Select Language ▼

Boards and Commissions
Staff Directory

Events
Documents

Visit Oakland
Oakland Museum

gov
Phone: (510) 238-3704

Oakland, CA

Hours:
8:00 AM - 4:00 PM
Monday - Friday

9:30 AM - 4:00 PM

000038



Printed from Chase Personal Online

CREDIT CARD (...8555)

\$2,565.48

Sale

May 13, 2021
Transaction date

OAKLAND WEB PAYMENT

May 14, 2021
Posted date

Description OAKLAND WEB PAYMENT
 Also known as OAKLAND WEB PAYMENT
 Merchant type Government services
 Method Online, mail or phone
 Card number (...8555)
 Category Bills & utilities

Rewards earned with this transaction

+ 1 Point per \$1 on all other purchases	2,565
--	-------

Total Ultimate Rewards® points	2,565
---------------------------------------	--------------

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**
00240410

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.195(A) of the O.M.C. you are allowed a minimal grace period until March 1st the following year.

DBA

GLASS ZEPHORAH TR

BUSINESS LOCATION

1001A 46TH ST # 301
OAKLAND, CA 94608-3463

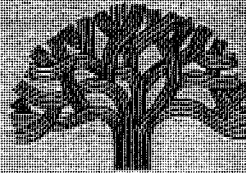
BUSINESS TYPE

M Rental - Residential Property

EXPIRATION DATE

12/31/2021

Starting January 1, 2021, Assembly Bill 1697 requires the provision of greater access to information of business establishments. A full notice is available in English or other languages by going to:
<https://www.fca.ca.gov/publications>



ZEPHORAH GLASS
820 LAWTON ST
SAN FRANCISCO, CA 94122-3542

**A BUSINESS TAX CERTIFICATE
IS REQUIRED FOR EACH
BUSINESS LOCATION AND IS
NOT VALID FOR ANY OTHER
ADDRESS.**

**ALL OAKLAND BUSINESSES
MUST OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF REAL
PROPERTY IS EXCLUDED
FROM ZONING.**

**PUBLIC INFORMATION ABOVE
THIS LINE TO BE
CONSPICUOUSLY POSTED!**

000040

**CERTIFICATE OF SERVICE
CASE NO. L21-0028**

I, the undersigned, declare as follows:

I am employed in the City and County of San Francisco, State of California; I am over the age of eighteen years and not a party to the within entitled action; my business address is 345 Franklin Street, San Francisco, CA 94102.

On this date: 6/24/21, I caused to be served a true copy of the attached document(s):

LANDLORD PETITION FOR CERTIFICATE OF EXEMPTION FROM OAKLAND RENT ADJUSTMENT PROGRAM (CASE NO. L21-0028).

BY FIRST CLASS U.S. MAIL: I placed said documents in a sealed envelope, with sufficient postage and deposited the same in a U.S.A. Mail box within California.

Tenants:

Fernando De La Rosa II
1001A 46th Street
Oakland, CA 94608

Lucy Medina
1001A 46th Street
Oakland, CA 94608

BY PERSONAL SERVICE: I caused each such envelope to be delivered by hand to the number indicated after the address noted above.

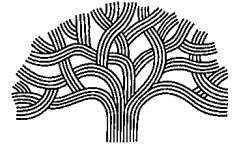
BY FACSIMILE: I caused the said document to be transmitted by facsimile machine to the number indicated after the address noted above.

BY ELECTRONIC MAIL: I caused the said document to be served on _____ by e-mail at:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 6/24/21 at Oakland, California.

NAME: Isaac Sabido

000041

**ADMINISTRATIVE DECISION****CASE NUMBER: L21-0043 Glass v. Tenant****PROPERTY ADDRESS: 1001A 46th Street, #301
Oakland, CA****PARTIES: Zepporah Glass, Owner****SUMMARY OF DECISION**

The Landlord's petition is dismissed.

INTRODUCTION

Reason for Administrative decision: 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.

On June 28, 2021, Zepporah Glass filed a petition alleging that the subject unit is exempt from the Oakland Rent Adjustment Ordinance. On September 16, 2021, the owner was served a Notice of Remote Settlement Conference and Hearing setting this matter for a settlement conference and hearing on October 27, 2021. The Notice of Remote Settlement Conference and Hearing also advised that all tangible evidence must be submitted to the Rent Adjustment Program not less than seven (7) days before the hearing. To date, no evidence has been received. Therefore, the Landlord's petition is incomplete and is accordingly dismissed.

ORDER

1. Petition L21-0043 is dismissed.

2. The Hearing scheduled for October 27, 2021, is 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: October 21, 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number L21-0043

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

Zepporah Glass
820 Lawton Street
San Francisco, CA 94122

Owner Representative

Isaac Safier
345 Franklin Street
San Francisco, CA 94102

Tenant

Fernando De La Rosa II
1001 A 46th Street
Oakland, CA 94608

Tenant

Lucy Medina
1001 A 46th Street
Oakland, CA 94608

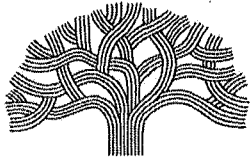
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 22, 2021** in Oakland, CA.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

000044



CITY OF OAKLAND

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

RECEIVED

NOV -2 2021

RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL

Appellant's Name <i>Zepporah Glass</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>1001A 46th Street #301</i>			
Appellant's Mailing Address (For receipt of notices) <i>820 Lawton St. San Francisco CA 94122</i>		Case Number <i>L21-0043 / L21-0026</i>	Date of Decision appealed <i>10/26/21</i>
Name of Representative (if any) <i>Isaac Sabiel</i>		Representative's Mailing Address (For notices) <i>345 Franklin St. San Francisco CA 94102</i>	

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

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

For more information phone (510) 238-3721.

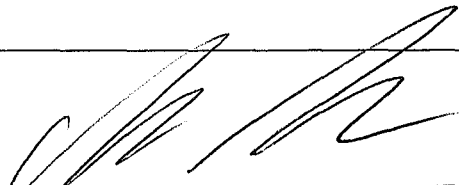
additional documents including
 proof of RAP payment ^{was} submitted in June 2021.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 10.

• 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 10/26/21, 2021, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Fernando De La Rosa II
Address	1001A 46th St #301
City, State Zip	Oakland CA 94608
Name	Lucy Medina
Address	1001 46th St #301
City, State Zip	Oakland CA 94608

	10/26/21
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

L21-0028 / L21-0043

APPEAL OF ADMINISTRATIVE DECISION

Attn:

City of Oakland Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

I am requesting a new hearing date in the above cases. On 10/26/2021 I was notified that the hearing scheduled for 10/27/2021 was cancelled because I had failed to respond to a notice of incomplete owner petition, issued on 9/16/2021. This notice is attached as EXHIBIT "A".

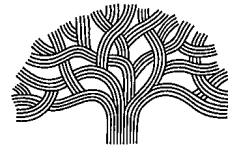
This is incorrect. My full and complete response, which was mailed to the Rent Adjustment Program on 6/24/2021, is attached as EXHIBIT "B".

In addition, the case number in this case was originally L21-0028 and the notification of dismissal referenced L21-0043. As such, both case number are referenced in this appeal.

REQUEST: Please reschedule the Landlord Petition for Certificate of Exemption for hearing.

000048

EXHIBIT "A"

**ORDER OF DISMISSAL**

CASE NAME: L21-0028
CASE NUMBER: Glass v. Tenants
PROPERTY ADDRESS: 1001 A 46th Street
Oakland, CA

SUMMARY OF DECISION

The Owner's petition is dismissed.

BACKGROUND

On May 17, 2021, the Owner filed petition L21-0028. On June 16, 2021, the Owner was served with a Deficiency Notice advising that the Owner's petition was incomplete.¹ The deficiency notice included a deadline of 30 calendar days for a response. To date, no response has been received. Therefore, the Owner's petition remains incomplete and are accordingly dismissed.

ORDER

1. Petition L21-0028 is dismissed.

Dated: July 21, 2021

Élan Consuella Lambert
Acting Senior Hearing Officer
Rent Adjustment Program

¹ O.M.C. Section 8.22.090(B)

PROOF OF SERVICE
Case Number L21-0028

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 of Dismissal

Owner

Zepporah Glass
820 Lawton Street
San Francisco, CA 94122

Owner Representative

Isaac Safier
345 Franklin Street
San Francisco, CA 94102

Tenant

Fernando De La Rosa II
1001 A 46th Street
Oakland, CA 94608

Tenant

Lucy Medina
1001 A 46th Street
Oakland, CA 94608

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 29, 2021** in Oakland, CA.

Brittni Lothlen

Brittni Lothlen
Oakland Rent Adjustment Program

000052

CHRONOLOGICAL CASE REPORT

Case No.: T21-0029

Case Name: Eason v. Bao

Property Address: 272 Athol Avenue, Unit A, Oakland CA 94606

Parties: Wendy Bao (Owner)
J'ean Eason (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	March 10, 2021
Property Owner Response filed	April 11, 2021
Hearing Dates	May 13 & June 1, 2021
Hearing Decision mailed	November 10, 2021
Property Owner Appeal filed	November 29, 2021
Tenant Response to Appeal filed	December 2, 2021

000053



AS/CC T21-0029

City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

TENANT PETITION

RECEIVED

MAR 10 2021

5/13

Property Address: 272 ATHOL AV
Case: Petition: 12711
Date Filed: 03-10-2021

RENT ADJUSTMENT PROGRAM
OAKLAND

Parties

Party	Name	Address	Mailing Address	
Owner	Wendy Bao	3901 Grand Ave 303 Oakland, CA 94610	3901 Grand Ave 303 Oakland, 94610	(510) 816-3163 juchunou@gmail.com
Tenant	J'ean Eason5	272 Athol Avenue A Oakland, CA 94606		(510) 830-5471 jearonre1999@gmail.com

Number of units on the property 4

Type of unit you rent Apartment, Room or Live-work

Are you current on your rent? Yes

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.)

Grounds for Petition

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:

The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. (Check this box for petitions based on bad conditions/failure to repair.)

000054

Rental History

Date you moved into the Unit	6/1/2013
Initial Rent	\$ 1,250.00 /month
Current Rent	\$ 1,414.00 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No

List the case numbers of any relevant prior Rent Adjustment case(s):

** 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)*

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

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.

Loss of Service

Date Loss Began 05-01-2018

Date Owner Was Notified of Loss 05-01-2018

Estimated Loss 1500

Reduced Service Description Leaking windows for the past 3 years. Mildew stains returning from previous repairs. Removed Asbestos popcorn ceiling against my wishes and patched it up despite being told not to touch it. Paint peeling in various spots inside of entire unit. Heater not always working properly. Hot water at night does not always provide hot sufficient hot water

Mediation

Mediation is an optional process offered by the Rent Adjustment Program to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. The purpose of mediation is to find a mutual agreement that satisfies both parties. A trained third party will discuss the issues with both sides, look at relative strengths and weaknesses of each position, and consider both parties' needs in the situation. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing process. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you want to request mediation for your case.

I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator. No

Consent to Electronic Service

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will only send documents electronically and not by first class mail.

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition. No

Interpretation Services

If English is not your primary language, you have the right to an interpreter in your primary language at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

I request an interpreter fluent in the following language at my Rent Adjustment proceeding: No

RECEIVED

MAR 10 2021

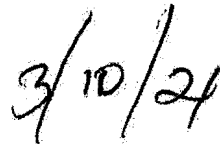
TENANT ADJUSTMENT PROGRAM
OAKLAND

I declare under penalty of perjury under the laws of the State of California that on 03-10-2021 I, Jean Eason, served a copy of the below document(s), and all attached pages, to each opposing party, whose names and addresses are listed below, by United States mail..

Proof of Service Confirmation
TENANT PETITION

Jean Eason

03-10-2021



SIGNATURE OF PETITIONER OR DESIGNATED
REPRESENTATIVE

DATE:

000058

 <p>CITY OF OAKLAND</p>	<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721</p>	<p>For date stamp.</p> <p style="text-align: center;"><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>
--	---	---

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

CASE NUMBER T - T21-0029

Your Name Yuan Bao	Complete Address (with zip code) 3901 Grand Ave #303, Oakland CA 94610	Telephone: 510-816-3613 Email: juChunOu@gmail.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Jean Christopher Eason (ID 2013) J'ean (18-044277 5/17/2018) Je'an (Dre#01908757 8/30/2012)	Complete Address (with zip code) 272 Athol Ave #A, Oakland, CA 94606	
Property Address (If the property has more than one address, list all addresses) 272 Athol Ave #A, Oakland, CA 94606		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 No APN: _____
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 06 / / 2011

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

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

The tenant moved into the rental unit on 06/15/2013.

The tenant’s initial rent including all services provided was: \$ 1,250.00 / month.

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

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

Is the tenant current on the rent? Yes No 3/2021 \$414 received; 4/2021 \$354 received on 4/09/2021, not included late fee

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

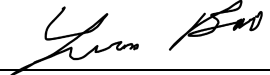
I, Yuan Bao, aged over 70 yo, senior diabetic male, limited English speaking would like to request Mandarin interpreter.

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- e, More documents/ exhibits are under preparation and please advise timeline of deadline to submit

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

4/10/2021

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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


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

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

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

Property Owner's Signature

Date

 CITY OF OAKLAND CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp.
		<u>PROPERTY OWNER</u> <u>RESPONSE</u>

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

CASE NUMBER T - T21-0029

Your Name Yuan Bao	Complete Address (with zip code) 3901 Grand Ave #303, Oakland CA 94610	Telephone: 510-816-3613
		Email: juChunOu@gmail.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
		Email:
Tenant(s) Name(s) Jean Christopher Eason (ID 2013) J'ean (18-044277 5/17/2018) Je'an (Dre#01908757 8/30/2012)	Complete Address (with zip code) 272 Athol Ave #A, Oakland, CA 94606	
Property Address (If the property has more than one address, list all addresses) 272 Athol Ave #A, Oakland, CA 94606		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 No APN: _____
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 06 / / 2011

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

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

The tenant moved into the rental unit on 06/15/2013.

The tenant's initial rent including all services provided was: \$ 1,250.00 / month.

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

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

Is the tenant current on the rent? Yes No 3/2021 \$414 received; 4/2021 \$354 received on 4/09/2021, not included late fee

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

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

III. EXEMPTION

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

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

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
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4/10/2021

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Date

RECEIVED

APR 15 2021

RENT ADJUSTMENT PROGRAM
OAKLAND

T21-0029

I, Yuan Bao request
Mandarin Interpreter

I, 70+yo, diabetic and
Emergency Room due to
stress & 3/2021 &
4/2021 rent offsetted.
Please allow interpret
slowly for me.

Hi Ava Silveira, Administrative Analyst

Here is the property owner response
We may have more files if any
because we do not want to miss any deadline of responding to you.

List of attachment

1, Rent Schedule ==

partial payment on these 2 months 2021
no late fee before and
no rent increase for months

2, Owner-Response-Form ==

ISSUES were drafted but we need MANDARIN INTERPRETER
PLEASE

3, Ococaine.jpg==

Mailing address on Secretary of State is different than that of Dept of Real estate
"J'ean" was used.

4, Je name.jpg==

"JE'AN " was used under his violation of DRE.
Application that he used "Jean" in 2013 shows that misrepresentation intentionally
continue, with legal records, DRE violation record. His petition is not credible.

5, Cocaine.jpg==

TenantJ and AgentJ failed to disclose his background prior to filling up the application
form. He later attempted to gain property management for all units. He unfair business
practice of getting \$50, \$60, then \$75 monthly from his own residence's owner by
duress senior limited-English speaking owner.

6, Cost Increase. jpg==

According to zipcode, city, county and national mls data,
owning property cost INCREASE.
AgentJ increase these costs against others by \$50-\$60-\$75 private gain.
His petition is incredible.
Rented properties DECREASE.
I pray for RAP to save rental property owners from being senior duressed, threatened
and sincerely DISMISS the entire case.

000068

POINT TO PONDER

I

Based on old, out-dated pictures of windows are submitted, all petitioner's exhibits should not be admitted.
2 pictures has no ceiling. Ceiling opening is satisfactory closed.
New condition of the window are currently and satisfactory enjoy by unit C and unit A denied any updated pictures as proof.

II

In response to two letters dated on Nov 2, 2017 and Feb 7, 2019 the defenses are as follows:
a, in general, communication are never by mailed.
Mostly, emails. a few texts. Then vis-a-vis to resolve issues.
b, suspicious "similar" format of both letters (2 years apart on 2 Thursdays) including but not limited to
i, Date, receiver, address, RE:272 Athol Ave#A (adding sth),
ii, Bao, and no spacing in both letters
iii, "Thanks in advance" endings in both letters
iv, same ending "jean" then one line after is sender address with exact format phone

III

Timing of tenantJ + agentJ +handymanJ (conflicts of interest, duties of diligence and care)
Why he file at RAP?
His duress against 70yo+ diabetic senior Bao who went to emergency room on Oct 25, 2020.
Further covid 19 shutdown policy emotionally, physically hurt senior.
AgentJ failed to get property management of all 4 units.

IV

Bounce checks twice. No bounce check fee.
TenantJ is not credible and forget his tenant's obligations in general

THANK YOU FOR
HAVING IMPARTIAL NON-STAFF
MANDARIN INTERPRETER
FOR May 13, 2021 10 am
ZOOM login 837-738-46244
password: 074098

Petitionee of T21-0029
Yuan Bao
510-816-3163
juChunOu@gmail.com

000069

T21-0029

RECEIVED

APR 15 2021

RENT ADJUSTMENT PROGRAM
OAKLAND

Landlord side

Rent History

3/2021, 4/2021 deducted

Petitioner ID "Jean"

DRE "J'ean" / State "Jean"

Apply without disclose

criminal records,

Case number: T21-0029

272 Athol #A, Oakland, CA 94606

Eason [Agt#01908737, handyman \$60, tenant] v. Bao [Rental Payment History 2013-2021]

Month/Year	2013	2014	2015	2016	2017	2018	2019	2020	2021
1		\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
2		\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
3		\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
4		\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
5		\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
6	\$625	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
7	\$1,250	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
8	\$1,250	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
9	\$1,250	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
10	\$1,250	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
11	\$1,250	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416
12	\$1,250	\$1,250	\$1,250	\$1,300	\$1,326	\$1,370	\$1,416	\$1,416	\$1,416

*No Rent increase after 36 months 2013-2016; and 12 months in 2020; late payments \$25 on every 5th day were waived even regular missed amt

ONLY
4/17
4/14
NA
\$354
on 4/2021
↑

No document
support any
COVID-19
related

000071

RECEIVED

APR 15 2021

RENT ADJUSTMENT PROGRAM
OAKLAND**T21-0029****Landlord side****New Mailbox****Good maintainance****Rent Offset****Spend Expensive Heater****Garbage Disposal....etc**

Case number: T21-0029

272 Athol #A, Oakland, CA 94606

Eason [handyman Benefits unlicensed] v. Bao [Compensating History 2013-2021]

	2013	2014	2015	2016	2017	2018	2019	2020	2021
1		\$50	\$50	\$50	\$60	\$60	\$60	\$75	\$75
2		\$50	\$50	\$50	\$60	\$60	\$60	\$75	\$75
3		\$50	\$50	\$50	\$60	\$60	\$60	\$75	\$75
4		\$50	\$50	\$50	\$60	\$60	\$60	\$75	
5		\$50	\$50	\$50	\$60	\$60	\$60	\$75	
6		\$50	\$50	\$50	\$60	\$60	\$60	\$75	
7	\$50	\$50	\$50	\$50	\$60	\$60	\$60	\$75	
8	\$50	\$50	\$50	\$50	\$60	\$60	\$60	\$75	
9	\$50	\$50	\$50	\$50	\$60	\$60	\$60	\$75	
10	\$50	\$50	\$50	\$50	\$60	\$60	\$60	\$75	
11	\$50	\$50	\$50	\$60	\$60	\$60	\$75	\$75	
12	\$50	\$50	\$50	\$60	\$60	\$60	\$75	\$75	

\$5,290

000073

INCREASED HOUSING SERVICE

BRAND NEW INSTALLED
MAILBOX



000074

Garbage Disposal
replace
Two times





Due to Unit A denial access of repairs, We take similar
GOOD UPDATE picture of current window of the building from inside.
2021 condition, AFTER repaired.

000076



272 Athol property in Oakland, is well maintained.
Any requests are timely responded and repaired

000077

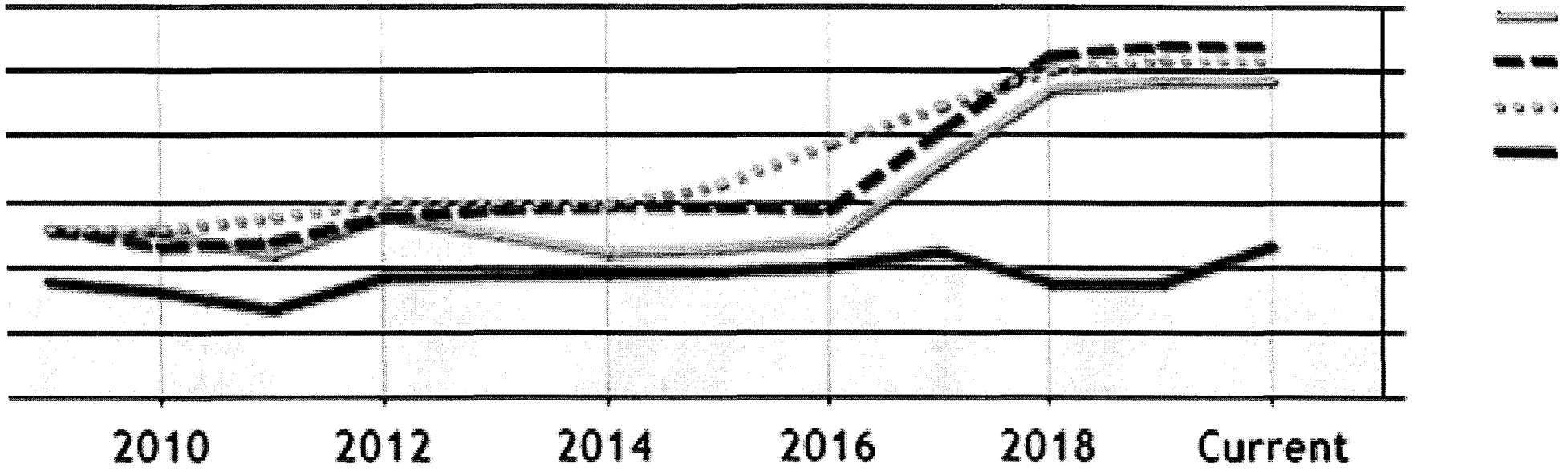


In May 2020, In order to reveal source of window leakage, licensed Contractor Chu opened 6 inch x 8 inch opening without his and my presences.

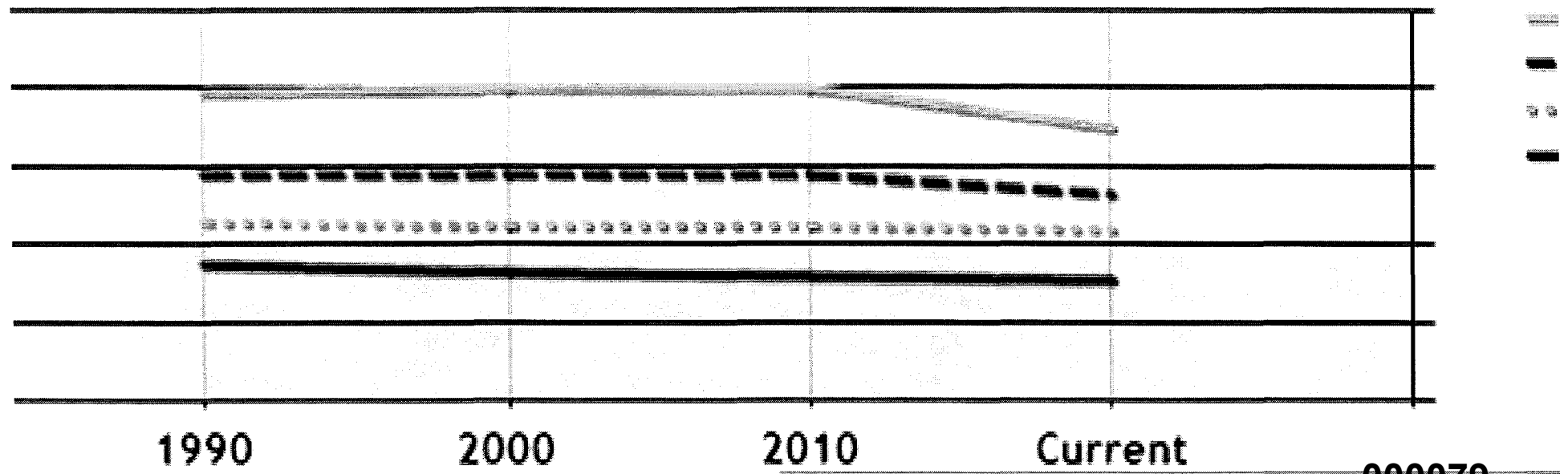
The following day, all issues are resolved including the changing of board beam, the cleanup, the stain and closing any opening at \$400

000078

Cost - Ten Year Chart



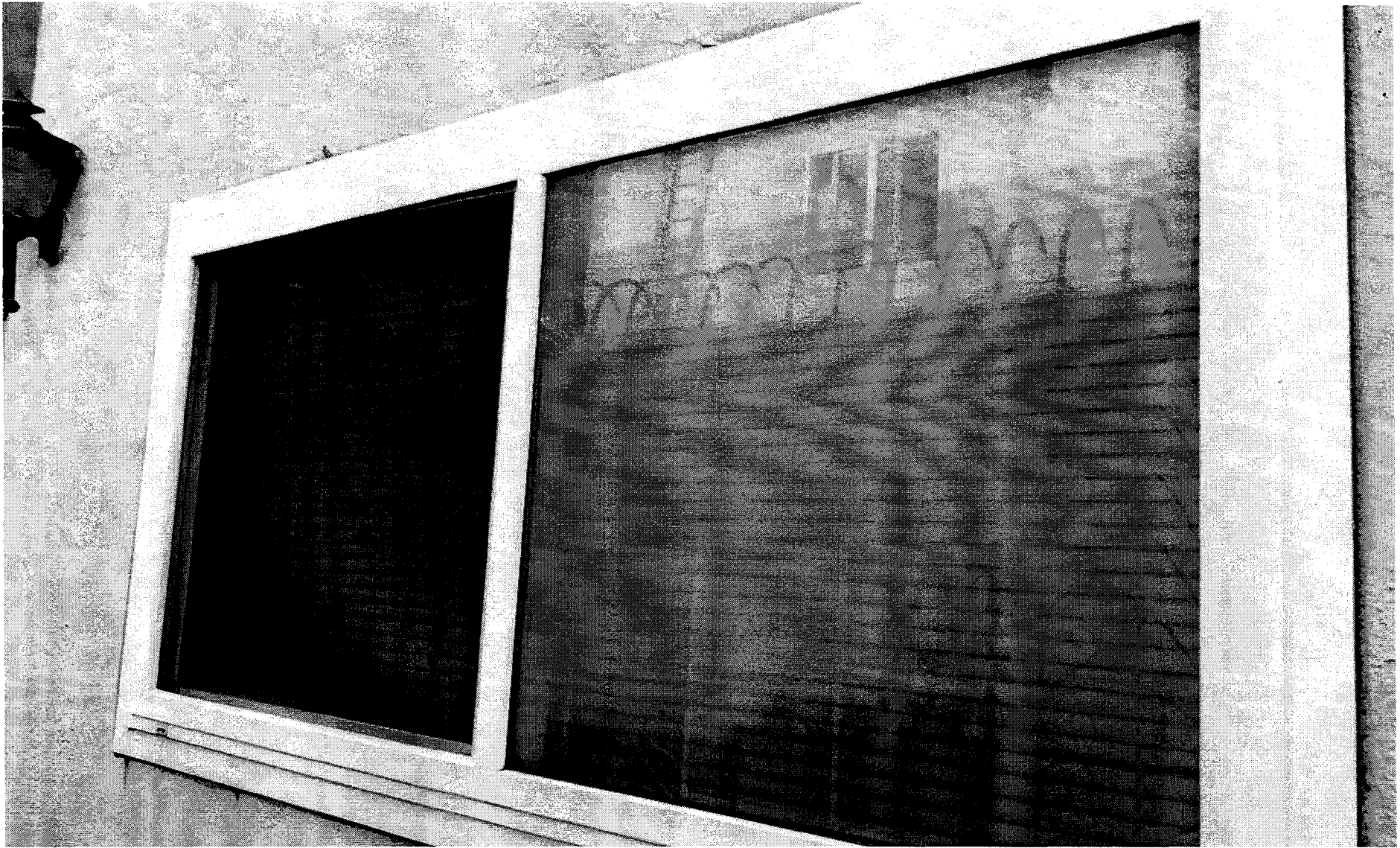
Homes Rented - Thirty Year Chart





In June 2017, 2 new Energy Saving Heaters \$3400 with labor costs are installed.

000080



His pictures submitted to RAP are outdated, taken in 2019. This is updated good new in 2021. Issues of window had been resolved by licensed contractor . Tenant/ denied access to take current pictures, 3 emails unresponded & vis-a-vis denial.

000081

RECEIVED

APR 15 2021

RENT ADJUSTMENT PROGRAM
OAKLAND

T21-0029

Petitioner/TenantJ/AgentJ/ HandymanJ side

Bounced Check x2

Poorly maintain, Trash

Earn \$5290, Fence unfix,

Violated DRE, Jean-

J'ean-Je'an names?....etc

000082



In 2014 neighbors landlord complained to me that tenantJ damaged this. TenantJ admitted his negligence. He promised to fix. Estimate \$700-800. At present, red fence unfixed. He did promise to repair.

白粉

4 841(a) (1) (Possession Cocaine With Intent to Distribute), a felony and a crime that bears a
5 substantial relationship under Section 2910, Title 10 of the California Code of Regulations,
6 (herein Regulations), to the qualifications, functions or duties of a real estate licensee.

7 4

8 On or about January 31, 1997, in the Superior Court of the State of California,
9 County of Alameda, Case No. 417620, Respondent was convicted of violating Section 415 of
10 the California Penal Code (Fight/Noise/Offensive Words), a misdemeanor and a crime that
11 bears a substantial relationship under Section 2910 of the Regulations, to the qualifications,
12 functions or duties of a real estate licensee.

13 5

14 On or about August 2, 1991, in the Municipal Court of the State of California,
15 County of Alameda Case No. 54115, Respondent was convicted of violating Section 273.5 (a)
16 of the California Penal Code (Inflict Corp. Injury Spouse/Cohabitant), a misdemeanor and a
17 crime that bears a substantial relationship under Section 2910 of the Regulations, to the
18 qualifications, functions or duties of a real estate licensee.

19 6

20 On or about October 11, 1988, in the Superior Court of the State of California,
21 County of Alameda, Case Number 93876, Respondent was convicted of violating Section
22 11350(a) of the California Health and Safety Code (Possession of Controlled Substance), a
23 felony and a crime hat bears a substantial relationship under Section 2910 of the Regulations to

Slag

FILED

JUN 23 2015

BUREAU OF REAL ESTATE

By S. Black

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BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Application of
JE'AN CHRISTOPHER EASON,
Respondent.

No. H-11396 SF

ORDER GRANTING REMOVAL OF RESTRICTIONS ON LICENSE

On August 16, 2012, a Decision was rendered herein denying Respondent's application for a real estate salesperson license, but granting Respondent the right to the issuance of a restricted real estate salesperson license. A restricted real estate salesperson license was issued to Respondent on August 30, 2012, and Respondent has held a restricted license since that time.

On October 21, 2014, Respondent petitioned for the removal of restrictions attaching to Respondent's real estate salesperson license.

I have considered Respondent's petition and the evidence submitted in support thereof. Respondent has demonstrated to my satisfaction that Respondent meets the requirements of law for the issuance to Respondent of an unrestricted real estate salesperson license and that it would not be against the public interest to issue said license to Respondent.

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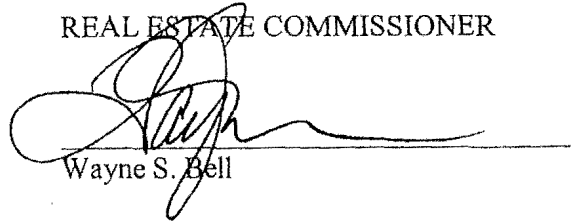
NOW, THEREFORE, IT IS ORDERED that Respondent's petition the removal of restrictions attaching to Respondent's real estate salesperson license is granted and that a real estate salesperson license be issued to Respondent if Respondent satisfies the following requirements:

1. Submits a completed application and pays the fee for a real estate salesperson license within the 12 month period following the date of this Order; and
2. Submits proof that Respondent has completed the continuing education requirements for renewal of the license sought. The continuing education courses must be completed either (i) within the 12 month period preceding the filing of the completed application, or (ii) within the 12 month period following the date of this Order.

This Order shall become effective immediately.

DATED: 6/18/2015

REAL ESTATE COMMISSIONER



Wayne S. Bell

**STATE OF CALIFORNIA
DEPARTMENT OF REAL ESTATE**

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 4/3/2021 8:02:49 PM

License Type:	BROKER	
Name:	Eason, Je'an Christopher Sr	
Mailing Address:	272 ATHOL AVENUE #A OAKLAND, CA 94606	地產公司 地址.
License ID:	01908757	
Expiration Date:	04/11/24	
License Status:	LICENSED	
Salesperson License Issued:	08/30/12	
Broker License Issued:	04/12/16	
Former Name(s):	Eason, Je'an Christopher	
Main Office:	1210 EXCELSIOR AVE OAKLAND, CA 94610	
DBA	Main Source Real Estate ACTIVE AS OF 04/12/2016	
Branches:	NO CURRENT BRANCHES	
Affiliated Licensed Corporation(s):	<u>02067600</u> - Officer Expiration Date: 09/06/22 Main Source Real Estate Inc.	
Comment:	05/30/12 - H-11396 SF 08/16/12 - RES DENIED-RIGHT TO RESTRICTED LICENSE PER H-11396 SF 06/18/15 - PETITION FOR REMOVAL OF RESTRICTION FROM SALES LICENSE GRANTED PER H-11396 SF 04/12/16 - H-11396 SF RELEASED PER ISSUANCE OF UNRESTRICTED BROKER LICENSE NO OTHER PUBLIC COMMENTS	
Disciplinary or Formal Action Documents:	<u>H11396SF 120530 P.pdf</u> <u>H11396SF 120816 P.pdf</u> <u>H11396SF 150618 P.pdf</u>	
	>>>> Public information request complete <<<<	

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4/3/2021 8:03 PM



Secretary of State
Statement of Information
(California Stock, Agricultural
Cooperative and Foreign Corporations)

29

SI-550

FILED
Secretary of State
State of California
MAY 17 2018

IMPORTANT -- Read instructions before completing this form.

Fees (Filing plus Disclosure) - \$25.00;

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)
Main Source Real Estate Inc.

This Space For Office Use Only

2. 7-Digit Secretary of State File Number

4018280

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 1210 Excelsior Ave	City (no abbreviations) Oakland	State CA	Zip Code 94610
b. Mailing Address of Corporation, if different than Item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box 1210 Excelsior Ave	City (no abbreviations) Oakland	State CA	Zip Code 94610

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ J'ean	First Name	Middle Name Christopher	Last Name Eason	Suffix Sr
Address 1210 Excelsior Ave	City (no abbreviations) Oakland		State CA	Zip Code 94610
b. Secretary J'ean	First Name	Middle Name Christopher	Last Name Eason	Suffix Sr.
Address 1210 Excelsior Ave	City (no abbreviations) Oakland		State CA	Zip Code 94610
c. Chief Financial Officer/ J'ean	First Name	Middle Name Christopher	Last Name Eason	Suffix Sr.
Address 1210 Excelsior Ave	City (no abbreviations) Oakland		State CA	Zip Code 94610

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name J'ean	Middle Name Christopher	Last Name Eason	Suffix Sr.
Address 1210 Excelsior Ave	City (no abbreviations) Oakland		State CA
b. Number of Vacancies on the Board of Directors, if any			

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) J'ean	Middle Name Christopher	Last Name Eason	Suffix Sr
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1210 Excelsior Ave	City (no abbreviations) Oakland	State CA	Zip Code 94610

CORPORATION - Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 6a or 6b

7. Type of Business

Describe the type of business or services of the Corporation

Real Estate Brokerage

8. The information contained herein, including in any attachments, is true and correct.

4/25/2018

J'ean Christopher Eason

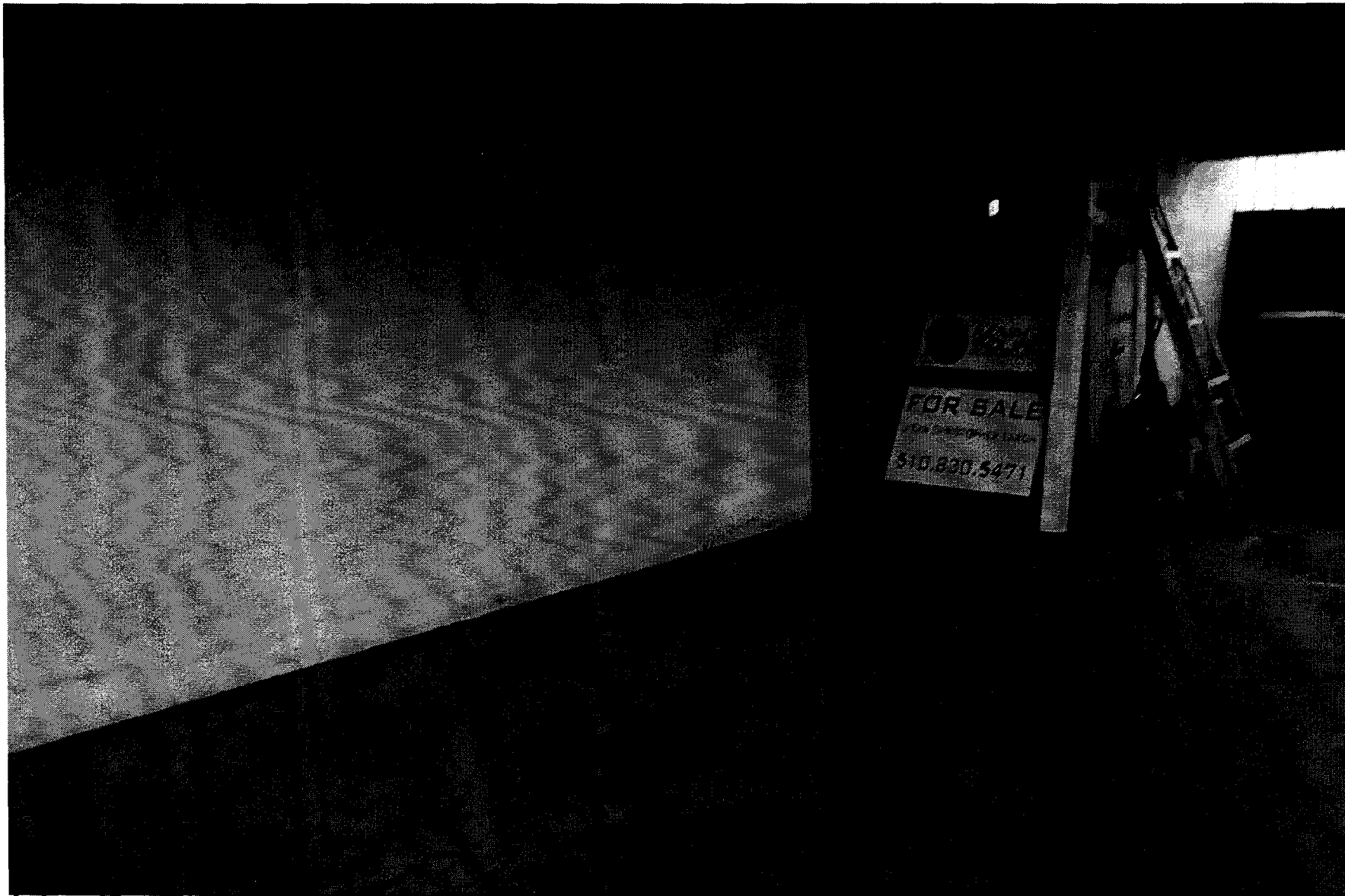
CEO/President

Date

Type or Print Name of Person Completing the Form

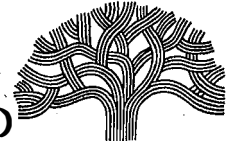
Title

Signature



Me, Landlord clean the common area, several times neatly.
\$75 monthly cleaning fee & light bulbs issues to handymanJ ??
AgentJ put his "L frame" & "Business V board", vacuum cleaner,
ladder, outside his space. NOT inside his own "A" storage space.

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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

HEARING DECISION

CASE NUMBER: T21-0029, Eason v. Bao
PROPERTY ADDRESS: 272 Athol Ave., Unit A, Oakland, CA
DATES OF HEARING: May 13, 2021, and June 1, 2021
APPEARANCES: Jean Eason, Tenant
Yuan Bao, Owner
Juchun Ou, Owner Witness

SUMMARY OF DECISION

The Tenant's petition is denied in part and granted in part.

PROCEDURAL HISTORY

The petition claimed a number of decreased housing services. The hearing began on May 13, 2021, and was continued to June 1, 2021, when the hearing concluded. At the June 1, 2021 hearing, the Tenant dismissed the claim for the inoperable heater.

CONTENTIONS OF THE PARTIES

The Tenant filed petition T21-0029 on March 10, 2021, claiming that the Owner is providing him with fewer housing services than he received previously or is charging him for services originally paid for by the Owner. The Tenant testified to receiving the *RAP Notice* in English and stated on his petition that the Owner first provided him with the *RAP Notice* on May 1, 2019.

The Owner submitted a Property Owner Response to T21-0029 on April 11, 2021. The Owner claimed that all the repairs have been fixed, and any delay to the repair was caused by the tenant's failure to secure professionals to do the repairs, as promised.

THE ISSUES

1. Were the proper *RAP Notices* served on the Tenant?
2. Have the Tenant's housing services decreased and, if yes, in what amount?
3. What, if any, restitution is owed between the parties and how does it affect the rent?

EVIDENCE

Rental History:

The Tenant testified that he moved into the unit in June 2013. He believes that he first received the *RAP Notice* in 2019. There is a dispute about whether the Tenant received the *RAP Notice* in English, Spanish, and Chinese. The Tenant testified he received the *RAP Notice* in English only. The Owner testified that he served the *RAP Notice* in English and Spanish.

The tenant's original rent was \$1,250. His rent was increased to \$1,300 in January 2017. His rent was increased to \$1,326 in January 2018. His rent was increased to \$1,370 in January 2019. His rent was increased to \$1,414 in January 2020. His current rent is \$1,414 a month. The Tenant paid \$414 for March 2021; \$356 for April 2021; and \$356 for May 2021. The tenant testified that he has not paid his June 2021 rent. He is paying reduced rent due to COVID-19 claims, and not due to the decreased housing services claims.

Decreased Housing Services:

Leaking Windows

Living Room

The Tenant testified that the living room window was leaking and that he informed the Owner in early 2018. The tenant testified that, later in 2018, the Owner asked him to find someone to assist with the repairs, approved the work, and advised that the Tenant should deduct the amount of the repairs from the rent for the unit. The Tenant advised the owner that the repairs were temporary and only addressed the inside of the unit. The Tenant further advised the Owner that repairs were still needed to the outside of the window, which have not been corrected. The tenant provided a letter, dated December 2017, informing the Owner of the window issue (Exhibit B).

The Tenant provided emails and some responses to emails in English that were copied and pasted into a word document. The Owner objected that the emails were in English and that the emails did not show the entire email thread, only parts of the communications that are not complete. The objection that the emails are in English is overruled. The parties regularly conducted business in English, and when the Owner was unable to conduct matters in English, he testified that his niece Nancy Bao (who speaks

English) would serve as a point person and communicate between the parties. The objection that the emails provided were not the complete thread is also overruled since the Tenant is using them solely to support his claim that he provided notice of the issues. The email communications are marked as Exhibit C.

The tenant testified that the outside of the window is still in need of repair. The Tenant also testified that there is still damage caused by the original leak that has not been addressed. The Tenant provided a March 28, 2021 photo of the living room window before the repairs were made (Exhibit A). After the Owner requested a show of the window's current state, the Tenant provided pictures on Zoom's Share Screen function, and testified that the window was repaired, but it was not repaired properly because water stains have returned and there are still brown spots and returning water stains, and proffered photos from April 2021, that suggests that the windows are still not properly repaired. These were marked and entered into evidence as Exhibit E. The Tenant testified that he has not prevented the Owner from accessing the unit and that the Owner has the key to the unit.

According to the Owner, the window was repaired in May or June 2019, by caulking the outside of the windows. The Owner has not been able to access the unit to show proof that the window was repaired. The Owner also testified that the Tenant stated that after 2019 there were still issues with the window and that the Owner emailed the Tenant three times to follow-up on any remaining concerns regarding the window, but the Tenant did not reply.

Kitchen

The tenant testified that the kitchen window also had a leak that was repaired but that there are still brown stains that remain. The tenant testified that he informed the Owner by email of this issue February, 2019. (Exhibit C) According to the tenant, the kitchen window was leaking as early as December 2017 and the window is still not repaired. The Owner testified that the windows were repaired in July, 2019. The Tenant provided a picture (Exhibit E) and stated that window was repaired, but that brown stains are present.

Mildew Stains

The Tenant testified that he noticed mildew stains in the apartment in January 2017 and emailed the Owner shortly thereafter, and again in November 2017 (Exhibit B). The Tenant testified that the Owner asked him to find someone to make repairs. The Tenant testified he found someone to make the repairs and those repairs were completed in 2019.

The Tenant testified that he has had to deal with mildew stains from January 2017 to August 2017, and November 2017 to June 2019. He also testified that he is currently dealing with poor ventilation and difficulty breathing because of the mildew stains. The Owner testified that he has not received complaints about mildew stains in the unit. However, the Owner testified that he met with the Tenant at the apartment, and the mildew stains would have been visibly present, as they appear to be related to the water stains.

Popcorn Ceiling and Asbestos Removal

The tenant testified that the popcorn ceiling above the living room window was cut open and provided a photo from March, 2021 (Exhibit G). The Owner objected that the photo should not be admitted because it is a photo of the work in progress. The objection is overruled. The Tenant testified that in June 2019, when he discovered that the ceiling was

cut into, he informed the Owner of his concerns about asbestos and the popcorn ceiling being disturbed without it being remediated. The Tenant testified that he promptly informed the Owner and asked the Owner not to make any patches or repairs until the Tenant could have the area inspected. The Tenant testified that he had the area professionally inspected and analyzed and presented an Asbestos Analysis report (Exhibit H, mistakenly described as Exhibit G in the hearing) for asbestos out of concern that the popcorn ceiling was disturbed and not professionally remediated. The report indicated an Asbestos finding of 3% for "Total Composite Values of Fibrous Components: Asbestos (3%) Cellulose (Trace)"

The Owner testified that, in May 2019, the ceiling was cut open to address concerns of the water leakage above the window. The Owner testified that the cut was 6 or 7 inches wide. The Owner testified that the ceiling was patched and repaired around May 20, 2019, and he believes the area has been repaired and remediated. The Owner objected to the Bulk Asbestos Analysis because he stated he was not present when it was conducted and does not know where the sample was taken. The objection is overruled since the Owner is not required to be present for the evidence to be valid.

The Tenant testified that, on June 20, 2019, he informed the owner about his concern regarding asbestos and the Asbestos Analysis report (Exhibit H) by email. The Tenant testified that there is some level of asbestos that must be remediated and has not been remediated to date.

Peeling Paint

The Tenant testified that he noticed the peeling paint in the bathroom in May 2019. He testified that, on June 25, 2019, he met with the Owner and Nancy Bao and verbally discussed these issues but that no repairs have been made to the peeling paint to date. The tenant testified that he is not sure if the paint is safe or lead-based, and that it is unattractive.

The Owner testified that he was not notified of peeling paint in the bathroom. He testified that he has not received notice verbally or in writing about an issue on June 25, 2019.

Insufficient Hot Water

The Tenant testified that the hot water heater went out and he informed the Owner of this in January 2019. The Owner installed tankless water heaters. The Tenant testified that, since the tankless water heaters have been installed, the water has been inconsistently hot, especially at night. He testified that he verbally communicated his concerns to the Owner on June 25, 2019. The Tenant testified that it is frustrating to deal with lack of hot water at night.

The Owner testified that the new tankless heater was installed in July 2017. The Owner testified that shortly after the new tankless heater was installed, the Tenant and other Tenants complained about the hot water, and the Owner hired another professional to adjust the hot water heater in 2017. He testified that he did not receive notice, either verbally or in writing, about the hot water being an issue on June 25, 2019.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

The Rent Adjustment Ordinance requires an Owner to serve the *RAP Notice* at the start of a tenancy¹ and together with any notice of rent increase or change in the terms of a tenancy.² An Owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until six (6) months after the first *RAP Notice* is given.³

Additionally, the *RAP Notice* must be provided in English, Spanish, and Chinese when first provided to the Tenant.⁴ Where the *RAP Notice* has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of three years preceding the date the petition was filed.⁵

The Tenant testified that he had been provided with the *RAP Notice* by the Owner in 2019. The Owner testified that he provided the *RAP Notice* in English and Spanish, and did not serve the *RAP Notice* in Chinese, as required by law. Therefore, the *RAP Notice* has not been properly served on the Tenant. Since the *RAP Notice* was never properly served, the Tenant may be granted restitution for up to three years before the petition was filed. The petition was filed on March 10, 2021, thus the restitution will start from March 10, 2018, if any restation is awarded.

Have the Tenants' housing services decreased and, if yes, in what amount?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in 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 one that was provided at the beginning of the tenancy that is no longer being provided.

In a decreased housing services case, a Tenant must establish that he has given the Owner notice of the problems and the opportunity to fix the problems before he is entitled to relief. Additionally, there is a time limit for claiming decreased housing services. Once the Tenant is served with a *RAP Notice*, a Tenant petition must be filed within 90 days after the decrease in service of a discrete change begins⁸. If the decrease in service is ongoing, a petition may be filed anytime, but restitution is limited to 90 days before the filing date⁹.

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¹ O.M.C. § 8.22.060(A)

² O.M.C. § 8.22.070(H)(1)

³ O.M.C. § 8.22.060(C)

⁴ O.M.C. § 8.22.060(A)(2)

⁵ Appeal Decision in Case No. T12-0332, Sherman v. Michelsen

⁶ O.M.C. § 8.22.070(F)

⁷ O.M.C. § 8.22.110(E)

⁸ O.M.C. § 8.22.090(A)(3)(a)

⁹ O.M.C. § 8.22.090(A)(3)(b)

Decreased Housing Services:

Leaking Window

Living Room

Under State law, a dwelling with broken windows is deemed "untenantable." The living room windows were temporarily repaired on the inside, but the outside of the window is still in need of repair and must be addressed. The Tenant notified the Owner on June 25, 2019 of the issues with the windows, and the repairs made to the window were not adequate, as evidenced by the returning mildew stains and the Tenant's credible testimony. Tenant has suffered by windows in disrepair in his unit. Because of the current decrease in housing services for the broken windows, the rent is reduced by 5% per month, which amounts to \$70.70. This rent decrease will remain in effect until both the interior and exterior of the living room windows have been properly repaired.

Kitchen

Under State law, a dwelling with broken windows is deemed "untenantable." The kitchen windows were repaired in 2019. The Tenant notified the owner on (date), and the Owner made the necessary repairs to the kitchen window on (date). This was a reasonable time period to make the repair. It is found that the actions of the Owner were reasonable and, therefore, this claim is denied.

Mildew Stains

Section 15.08.250(B) of the Oakland Municipal Code, being the Oakland Housing Code, states: "Shelter. Every building shall be weather protected to provide shelter for the occupants against the elements and to exclude dampness." This is consistent with Section 17920.3 of the California Health & Safety Code, which sets forth conditions that may cause a building to be "substandard." Among these are "dampness of habitable rooms" and "deteriorated or ineffective waterproofing of exterior walls, roof . . ."

Neither party presented expert testimony regarding the cause of the mildew. However, it is common knowledge that water from a leaking window could be a significant factor in the growth of mildew or mold.

The Tenant testified that he noticed mildew stains in the apartment in January 2017 and emailed the Owner shortly thereafter, and again in November 2017 (Exhibit B). The Tenant testified that the Owner asked him to find someone to make repairs.

The Tenant proved that the mildew stains are an ongoing issue since January 2017. The Owner provided no evidence that he attempted to address the mildew stains that the Tenant has suffered by having mildew stains remain in his unit. Because of the current decrease in housing services with mildew stains, the rent is reduced by 5%, which amounts to \$70.70 per month. This rent decrease will remain in effect until the mildew stains have been cleaned and repainted.

Popcorn Ceiling and Asbestos Removal

A tenant has a right to live in a habitable unit. A habitable unit is free from hazards created by the Owner or the Owner's neglect. To repair the ceiling, the Owner hired a contractor who cut into the popcorn ceiling (a known asbestos substance) and disturbed the asbestos. The Tenant took it upon himself to get an asbestos analysis by a professional

company at his own expense, and a report was provided. While neither party presented expert testimony regarding the impact of the asbestos analysis, it is common knowledge that disturbing asbestos in a unit without a professional experienced in asbestos remediation could be hazardous and dangerous. The Owner did not provide evidence that the asbestos had been addressed or deemed acceptable by a professional when the repair to the ceiling was made on May 20, 2019. The Tenant proved that no adequate asbestos remediation occurred, and the Tenant is fearful for his health and well-being. Because of the current decrease in housing services, by failing to remediate possible asbestos exposure created by the Owner's own contractor, the rent is reduced by 15%, which amounts to \$212.10 per month. This rent decrease will remain in effect until the asbestos has been properly inspected and remediated, or deemed acceptable by a reputable asbestos analysis company.

Peeling Paint

The Tenant alleged a decrease housing service for peeling paint. A tenant has the burden of proof with respect to each decreased services claim. Further, a tenant must give an owner notice of a problem and the owner is allowed a reasonable period of time after such notice to make repairs. The Owner is credible as Exhibit C demonstrates discussions about other issues but does not mention the peeling paint. In this case, the Owner did not receive notice of the peeling paint. Therefore, no decreased service claim regarding this item was established.

Insufficient Hot Water

The Tenant alleged a decreased housing service for inconsistent and insufficient hot water, specifically at night. A tenant has the burden of proof with respect to each decreased services claim. Further, a tenant must give an owner notice of a problem and the owner is allowed a reasonable period of time after such notice to make repairs. The Owner is credible as Exhibit C demonstrates discussions about other issues but does not mention the insufficient hot water. The Owner responded to the initial complaints about the lack of hot water in 2017, but did not receive notice of the lack of hot water since that time. Therefore, no decreased service claim regarding this item was established.

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

The Tenant's base rent is \$1,414.00 a month. The Tenant is entitled to a monthly rent decrease of 5% for the ongoing leaky window, 5% for the mildew stains, and 15% for the failure to properly remove asbestos. For now, \$353.50 a month is subtracted from the current legal rent of \$1,414.00 a month for a total rent of \$1060.50 a month. This is the Tenant's current legal rent.

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VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. of Months	Amount Overpaid
Leaking Window -Living Room	25-Jun-19	1-Nov-21	\$1,414.00	5%	\$70.70	28.27	\$1,998.97
Mildew Stains	10-Mar-18	1-Nov-21	\$1,414.00	5%	\$70.70	43.79	\$3,096.08
Popcorn Ceiling/Asbestos	20-May-19	1-Nov-21	\$1,414.00	15%	\$212.10	29.46	\$6,247.94
TOTAL LOST SERVICES							\$11,342.99

The Tenant is also entitled to restitution for any rent overpayments since March 10, 2018.

Therefore, the Tenant is owed a total of \$11,342.99, for the lost service of ongoing leaky windows, mildew stains, and asbestos removal, as noted on the chart below. This amount is based on rent paid at the amount of \$1,414.00. However, the Tenant has already paid reduced rent for March 2021 (\$414), April 2021 (\$356), and May 2021 (\$356) for a total restitution credit of \$1,126 of rent payments. It is unclear how much rent has been paid since the hearing, and the Owner is entitled to deduct the amount of rent still owed by the Tenant from the total restitution amount.

RESTITUTION

MONTHLY RENT	\$1,414.00
TOTAL TO BE REPAID TO TENANT	\$11,342.99
TOTAL AS PERCENT OF MONTHLY RENT	802.19%
MO. BY REG.	
AMORTIZED OVER	IS
OR OVER 36 MONTHS BY HEARING OFFICER IS	\$315.08

An overpayment of this amount is normally adjusted over a period of twelve months.¹⁰ However, when the restitution owed is 802.19% of the monthly rent, it is proper to extend the restitution period to 36 months. The restitution deduction is \$315.08 a month. The tenant is entitled to begin to deduct the restitution owed from her rent after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

¹⁰ Regulations, Section 8.22.110(F)(4)

However, should the Owner properly address the leaking living room window - the rent can be increased by 5% (\$43.79); the mildew stains – the rent can be increased by 5% (\$43.79); and the asbestos remediation – the rent can be increased by 15% (\$212.10). **In order to increase the rent, the Owner must provide the necessary notice pursuant to Civil Code § 827.**

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

If the Tenant has paid a different amount in rent than \$1,414 per month since the Hearing, the parties are advised to adjust the restitution owed amongst themselves.

ORDER

1. Petitions T21-0029 is denied in part and granted in part.
2. The Tenant's base rent is \$1,414.00 a month.
3. Due to ongoing conditions, the Tenant is entitled to a \$353.50 per month rent decrease. The Tenant's current legal rent, before consideration of restitution, is \$1060.50 a month.
4. Due to past decreased services, the Tenant is owed restitution of \$11,342.99. Therefore, the Tenant's rent is adjusted by a rent decrease for thirty-six (36) months in the amount of \$315.08 a month.
5. The Tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
6. If the Owner can repay the restitution owed to the Tenant at any time. If the Owner does so, the monthly decrease for restitution ends at the time the Tenant is provided restitution.
7. If the Owner addresses the leaking living room window - the rent can be increased by 5% (\$43.79); the mildew stains – the rent can be increased by 5% (\$43.79); and the asbestos remediation – the rent can be increased by 15% (\$212.10). **In order to increase the rent, the Owner must provide the necessary notice pursuant to Civil Code § 827.**
8. The Tenants' base rent is reduced by \$353.50 per month until the decreased housing services are corrected.

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

service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: November 9, 2021



Cometria C. Cooper
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T21-0029

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

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

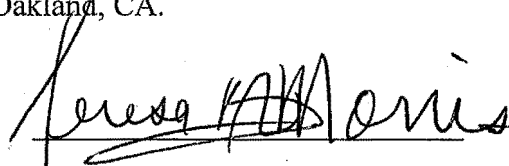
Documents Included
Hearing Decision

Owner
Wendy Bao
3901 Grand Ave Unit 303
Oakland, CA 94610

Tenant
Jean Eason
272 Athol Avenue Unit A
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 10, 2021** in Oakland, CA.



Teresa Brown-Morris

Oakland Rent Adjustment Program

000101



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

For date stamp:

APPEAL

Appellant's Name YUAN QIAN BAO		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 272 ATHOL AVE. #A, Oakland CA. 94606			
Appellant's Mailing Address (For receipt of notices) 3901 GRAND AVE #303 Oakland CA 94610		Case Number T21-0029	
		Date of Decision appealed 11-	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

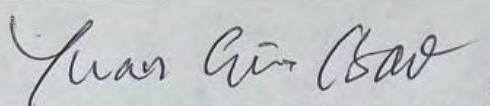
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively.
 Number of pages attached: 22.

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

I declare under penalty of perjury under the laws of the State of California that on 11-29, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Jean Eason
Address	272 Athol Ave #A
City, State Zip	Oakland, CA 94606
Name	
Address	
City, State Zip	

	<u>11-29-2021</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Dear officials in charge of T21-0029:

My name is Yuanquan Bao and 75 years old. I am the landlord of 272 athol Ave #A Oakland CA 94606. For many years, I have managed this four-unit apartment. Although my English ability can only carry out simple communication, I can solve most of problems related to the maintenance of the tenant's housing as soon as possible. My and my tenants trust each other, except for Unit # A There has never been a similar complaint. Considering my poor English and I do not live in this apartment, we have reached an oral agreement after the plaintiff moved in in mid-June 2013. I will pay him a commission to help me manage part of the property. The job content is to be responsible for the cleaning of the public places in the apartment, and public lighting issues. This oral agreement was translated in person by my niece, Nancy, and the two parties had no objection. Besides, the other services that the plaintiff did for me were also oral agreements, and all received commissions according to the agreement (see our recent article for details). However, since he told me in February 2019 that a friend of his fell and was injured due to a lighting problem on the stairs, his approval of this oral agreement has changed. The lawyer made a truthful statement, and the records of the commission can be used to confirm the existence of the oral agreement between us. What puzzles me even more is that when I told him that I was appealing for this ruling, he suddenly referred to Nancy, who was translating between us, as my agent, and I immediately replied to refute (see the recent email for details) . I can responsibly state that my other tenants have problems such as repairs, and I have resolved them in a timely manner, and I am deeply trusted by the tenants. If necessary, I will seek testimony. It is no exaggeration to say that most of my management work is spent on Uint #A. Of course, it is undeniable that due to my poor English and my incomplete understanding of the relevant housing laws in Oakland City, some flaws may occur and I will make improvements, but my original intention of doing my best to serve the tenants will never change. Now I express the following complaints regarding this ruling:

1. In late May 2019, I learned about the leaking problem of the Unit #A window. I immediately asked why after I had paid the plaintiff \$700 to find someone to repair it the same problem occur again soon. Although I was very unsatisfactory to his answer, I still asked professionals (CL#990883) to fix it again. After the plaintiff once again raised the issue of window leakage in an email in February 2021, I contacted the plaintiff by email and asked to meet as soon as possible to check the repair as soon as possible, but there was no reply.

2. The photo provided by the plaintiff for the hearing was a photo before the window got repaired.

3. When I learned that there was an asbestos pollution problem, I communicated with the plaintiff many times to find a solution, but I never got a clear reply. Later, the plaintiff said that he was going to relocate and raised the issue of compensation. I asked the plaintiff to provide a specific amount, but several communications with each other failed. Later, the plaintiff changed his mind not to relocate temporarily, but did not mention the asbestos pollution problem before complaining. Of course, it must be admitted that there is a flaw in repairing the leaking window (see the copy of the recent email for details), but I must give my opinion on the result of the judgment.

4. Rent increase issue: The rent has been increased three times since plaintiff moving in for more than eight years. From the original \$1250 to the current \$1417, each time the listed government paid the relevant documents on the rent increase range at that time. The plaintiff has never objected. This time, he claimed that the documents I had submitted were incomplete. The plaintiff kept telling me that I was a professional. Why didn't I file it at that time, but only now. What is the purpose?

5. The integrity of the two parties: I am a person who keeps promises, even if it is an oral promise, there is no bad record in history. However, I have reservations about the plaintiff's integrity. The reason is that the plaintiff's car crashed into the iron fence of the apartment's backyard seven years ago. He promised to repair it as soon as possible after the landlord next door told me. But no action has been taken so far. Adding to the fact that the plaintiff violated the promise several times, I had to raise my doubts. Some things happened in this apartment this year, which caused me a lot of losses. In early September, I discovered that Unit #A there was painting and decorating going on without my permission. I pointed out that this had destroyed the scene at the time of his complaint and must be stopped. But the plaintiff did not listen to dissuasion.

In this case, I have paid a fee to consult with a professional lawyer. Considering that I am unable to afford the high legal fees, I decided to handle the appeal of this case on my own. Since I don't know English well, please provide me with a Mandarin translation again, please. And hope to get a fair and just solution.

Thanks!

Yuanqian Bao

11/29/2021

000104

发自我的iPad

以下是转发的邮件:

发件人: OU JUCHUN <juchunou@gmail.com>
 日期: 2021年11月18日 GMT-8 下午9:45:29
 收件人: nancy li <nancylyyww@hotmail.com>
 主题: 272#A

玮玮: 麻烦回复Eason一个电邮, 内容如下:

Eason: 今天接到你的电邮, 提及你10月12日邮件中你告诉我有一个室友将入住, 因nancy最近工作忙当时并未告诉我此事, 只告诉我你要我配合帮你申请租金政府补助事, 我叫nancy查看后告诉我确有此事。最近因有人向我反映有陌生人出入你的租房, 出于安全考量, 所以才敲门询问, 你说是骚扰, 我无法理解。现在我既然知道此事, 为此我询问了律师, 我明确告诉你, 你这种做法违背了我们之间的租约, 请你纠正。另外在九月份你未经我同意, 擅自装潢室内, 我的经纪人告诉我这违背了租约, 我要求你作出解释, 可至今未得到回复。

你从今年三月份起至九月份每月付25%租金, 共七个月少付了\$7300多, 你并未按规定给我书面通知, 也未通知受疫情影响经济收入受影响的情况, 更未告知所欠租金的还款计划。作为你这位专业人士, 这样做是否合乎法规, 你应比我们更清楚。

最后我告诉你, 对于这期你的投诉案, 我上周未收处理意见文件, 我与律师进行了讨论, 决定上诉, 已与市府相关部门联系, 取得了投诉文本, 将在规定的时间内完成相关程序, 在此先通知你一下。最近的电话有什么问题? 一直无法打通。下星期我将会再给你电邮就我们之间的问题进行沟通, 现在还有任何需要维修的问题, 请及时通知我, 望你能配合完成, 非常希望能心平气和地实事求是解决问题。

上面提出的相关问题, 盼望你尽快回复。谢谢!

发自我的iPad



nancy li
 Fri 11/19/2021 10:01
 To: Jean Eason
 Cc: OU JUCHUN

📧 ↩️ → ⋮

Hi Eason

I received your email today, mentioning that in your email on October 12th, you told me that you have a roommate who will move in. Because Nancy was busy with work recently, she didn't tell me about it, and only told me that you want me to help you apply for rent. I asked Nancy to check your old email and she told me that it did happen. Recently, someone reported to me that a stranger was entering or leaving your rented house. For safety reasons, I rang the doorbell to ask. You said it was harassment, and I couldn't understand it. Now that I know this, I asked a lawyer for this, and I clearly tell you that your approach violated the lease between us. Please correct it. In addition, in September, you decorated the interior without my consent. My agent told me that it violated the lease also. I asked you to explain, but I haven't received a reply so far.

From March to September of this year, you paid 25% of the rent each month. In seven months, you missed more than \$7,300. You did not give me written notice as required, and you did not notify me of the impact of economic income during the epidemic. And did not inform the repayment plan of the rent owed. As a professional, you should know better than us whether this is in compliance with laws and regulations.

Finally, I tell you that for this issue of your complaint, I received the opinion document last weekend, and I discussed with the lawyer and decided to appeal. And has contacted the relevant department of the city government, obtained the complaint text, and will complete the relevant procedures within the specified time. I inform you first. What's wrong with your phone recently? Has been unable to get through. I will email you again next week to communicate with us about the problems between us. Now there are any problems that need repairs. Please notify me in time, I hope you can cooperate. I hope that we can solve the problems calmly and truthfully.

For the related questions raised above, I look forward to your reply as soon as possible. Thanks!

Mr. Bao



Jean Eason
 Sat 11/20/2021 16:18
 To: You
 Cc: OU JUCHUN

📧 ↩️ → ⋮

Bao,

I received your email. It's harassment to me if you come multiple times asking my roommate where I am, say my phone appears not to work, when my phone works perfectly fine and you can have your Agent/Contact person (Nancy) contact me via email anytime. I clearly emailed Nancy, your Agent, that I had a new roommate. This is not my first time having a roommate and since I've lived at 272 Athol Ave, Units B, C, and D have all had multiple roommates move in and out. And when my Son came home from College I clearly informed you he would be moving in, as a roommate, and you never objected, asked for any paperwork or documentation. So why now is my roommate a violation when you have allowed not only myself but everyone else in the building to do the same? This is discrimination and I may have to seek legal advice moving forward.

As I told you before, someone owed me a favor, and I had my unit painted and new blinds installed at a discount. So I used it. Again, I had the entire apartment painted, new blinds installed and the windows sealed in a manner to better protect me. My apartment has never been painted since I lived there, and it was not painted before I moved in. Your former Tenant (Jerry Bailey) informed me of such. So again am I not entitled to a clean environment while living there? You have shown multiple times from prior experiences that you will not get things done to code or in a satisfactory manner with my health and safety in mind.

I sent Nancy an email (highlighted below) where I clearly notified her that I was having income issues due to COVID and could provide proof of such if needed. She nor you ever responded or asked for any proof of any kind, so you are incorrect. I clearly notified you of such.

As far as the decision that was made by the Hearing Officer, you are entitled to appeal as you so please. But until I receive notice I will reduce my rent as allowed under the City of Oakland Rent Board decision.

If you need to reach you have my number (510) 830-5471 and Nancy has my email.

Jean Eason

(Here is a copy of the email I sent to Nancy on Sept 13th)

Jean Eason <jeasonr195@gmail.com>

Mon, Sep 13, 7:21 PM



to nancy, OU



Mr Bao,

As I said the other day, I am not remodeling the unit. I am only painting and installing new blinds. Someone owed me a favor and I used it for a FREE paint job and blinds. I was given some new furniture and did not want to put the new stuff in the unit in the current condition. Just so you know, when I moved in the unit was not newly painted and since I have been there it has not been painted since, so I took the initiative to do it on my own and again at no charge to you.

As far as the COVID pay I did send an email back on March 5th, 2021, and this is a copy of what I sent to Nancy via email:

3. As these two months are the tax season, I pay a lot of fees, once late delivery will have a lot of fines, so I hope you can pay the rent on time, if for some reason late, please inform me of the exact date of payment.

The rent for March will be under the mat tomorrow. Due to COVID I have had a setback with work and can only afford to pay 25% of the rent payment until I get back on my feet. If you need proof just let me know. A money order for \$353.50 will be there tomorrow. When my income improves then I will make arrangements to get back on track.

发自我的iPad

以下是转发的邮件:

发件人: OU JUCHUN <juchunou@gmail.com>
日期: 2021年11月22日 GMT-8 上午8:06:30
收件人: nancylyyyw@hotmail.com
主题: A

玮玮: 帮我回复一下给A的电邮, 谢谢! 内容如下:

Eagan: 我上个电邮已就你查找新室友的事作出了说明, 并表达了我的意见, 我不想重复。现就你此电邮作出如下的回复。

1. 两年多前你的确说你的儿子准备入住, 但我并未有任何的表态。
2. #B#C#D有新室友入住我们都调整了房租, 重新签订了新的合同。
3. 你是专业人士, 更应懂得如何遵守我们之间的合约。在未签订新租约前我不同意你擅自找新室友入住。
4. 从三月份起你只交25%的房租, 你并未提供正式的相关文件。你是专业人士更应了解正确的程序。
5. 8月下旬开始你进行室内粉刷及更换窗簾等装潢, 并未征得我的同意。因当时你的投诉案尚未结案, 这样做有碍了你投诉所表达的现场, 是一种不正确的做法。
6. 我正在就你的投诉案的处理结果作出申诉, 在此期间你应如何交租金, 希按相关政策规定处理。

7. 最近两个星期你的电话一直无法打通, 这是以前从未有过的情况, 不知道为什么。你有任何问题, 欢迎随时联系沟通。谢谢!

发自我的iPad

Hi Eason

In my last email, I explained how you were looking for a new roommate and expressed my opinion. I don't want to repeat it. Reply to your email as follows.

1. You did say that your son was going to move in more than two years ago, but I did not make any statement.
2. #B#C#D There are new roommates moving in. We have adjusted the rent and signed a new contract again.
3. You are a professional, and you should know how to abide by the contract between us. Before signing a new lease, I do not agree with you to find a new roommate to move in without authorization.
4. Since March you have only paid 25% of the rent, and you have not provided any formal relevant documents. If you are a professional, you should know the correct procedure.
5. You started to paint the interior and replace the curtains in late August, without my consent. Since your complaint has not been closed at that time, it is an improper practice to do so that hinders the scene of your complaint.
6. I am appealing the results of your complaint. During this period, how you should pay the rent, I hope to deal with it in accordance with the relevant policies and regulations.
7. Your phone has not been able to get through in the last two weeks. This is a situation that has never happened before. I don't know why.

If you have any questions, please feel free to contact us. Thanks!

Mr. Bao



J'ean Eason
Tue 11/23/2021 0:00
To: You
Cc: OU JUCHUN
Bao



1. You did say that your son was going to move in more than two years ago, but I did not make any statement.

Glad you agree that you did not make a statement or request. So just like then, I told you someone was moving in and followed the same protocol.

2. #B#C#D There are new roommates moving in. We have adjusted the rent and signed a new contract again.

I have spoken to all past tenants in B, C, & D since I've been there multiple times and they all have confirmed that you allowed new roommates many times with little to no new paperwork. I still have contact with these individuals and they would confirm this if needed.

3. You are a professional, and you should know how to abide by the contract between us. Before signing a new lease, I do not agree with you to find a new roommate to move in without authorization.

You are right, I am a professional and I know that when an Owner designates someone as their Agent for their business it is up to that Agent to deliver messages to the Owner, and communicate on behalf of the Owner. Well Nancy, your niece is your Agent and I notify her every time I need to communicate with you since you have a hard time understanding English. When my Son moved in I notified you and at that time you did not request he fill out any paperwork or anything. You never objected in writing or verbally. So again when I got a new Roommate I notified your Agent, Nancy, and just like last time no response. Again I spoke to all the past Tenants who lived in B, C, & D, and they have confirmed you did not always sign a new agreement. So again that is discrimination that you decide to pick me out this time but did not make that a common practice.

4. Since March you have only paid 25% of the rent, and you have not provided any formal relevant documents. If you are a professional, you should know the correct procedure.

Again I contacted your Agent, Nancy, via email, and since you keep calling my Professionalism out, an email is an official document that can stand up in court. So again I provided notice and like most times there was no response.

5. You started to paint the interior and replace the curtains in late August, without my consent. Since your complaint has not been closed at that time, it is an improper practice to do so that hinders the scene of your complaint.

I do not have to get permission to paint and put in new blinds. Nowhere in my rental agreement does it say that. One of my complaints was about chipped paint that to this day you never tried to fix. All you and your wife did was complain during the hearing that you gave my money to fix the window and I explained to you several times that it did not properly address the outside of the window but you apparently did not want to hear any of that.

6. I am appealing the results of your complaint. During this period, how you should pay the rent, I hope to deal with it in accordance with the relevant policies and regulations.

In the hearing decision it clearly says that I can start paying the amount once we both receive the notice. You have made it clear you received it, so I will pay the discounted amount until further notice.

7. Your phone has not been able to get through in the last two weeks. This is a situation that has never happened before. I don't know why.

My phone works perfectly fine. I receive both calls, text messages and voicemails. My email still works and you can use that to communicate with me as well.



nancy li
 Tue 11/23/2021 9:42
 To: Jean Eason
 Cc: OU JUCHUN



Hi Eason

I will pass your message to my Uncle.
 But firstly, I have to correct one mistake in your email.

I am not his Agent. I just translate your message to him and translate his message to you. Nothing more than that.
 I made nothing from doing this. Just a favor.

Thank
 Nancy



Hi Eason

First of all correct you, Nancy is not my agent, she is my niece, because I am an old man and don't speak English well, so I asked her to help me with a voluntary interpreter. This situation has already been told to you, you are quite clear. If you do not get a reply to any of your emails, you should continue to contact and get confirmation. As a professional, you should be clear about the correct specifications.

one. Reply to this email

- A. You said that most of your emails did not get respond. This is not true. Please show evidence.
- B. You did say that your son was going to move in. I did not say anything at the time, but when I got professional advice, I told you that everything will be done in accordance with the lease.
- C. You say that I discriminate against you, it is unreasonable, please take back this improper remark. #B, C, D do have new roommates staying in, but they had re-signed in accordance with the law and are available for inquiries. Therefore, if you have a new roommate, you must renew the lease.
- D. Nearly two weeks ago, I discovered that the door and other items I left outside the laundry room were moved to the garage and water heater room. I asked other tenants and they said they had not moved. Do you know? The debris moved to the water heater room collided with the water heater, causing damage to the water heater, and it had to be replaced at a cost of \$2,000. Your phone has been blocked these days, and I have not received any reply after texting you. I would like to ask by the way.
- E. I have no opinion on other matters as long as the correct laws and regulations are followed.

two. Review of related historical issues

- 1. In 2014, due to some rent and lease problems in my 35Av rental house, you said that you are a professional and you will manage for six months to ensure that the problem will be solved. Out of trust in you, we reached an oral agreement. A monthly management fee of 5% of the rent was paid to you. But after you managed it for nine months, not only did it not solve the problem, but it also triggered new complaints from the tenants. In the end, I handled it myself. But I still paid you the commission as promised.
- 2. After you moved in, we reached an verbal agreement. You promised to help me take care of the cleaning of the public aisles of the apartment and the lighting. During this period, Nancy helped me to translate, and specifically pointed out that if there is a problem with public lighting, you will help me deal with it in time. Or notify me immediately and solve it together. The cost has been gradually increased from \$50 per month to the current \$75 per month at your request. You have no objections for a long time. But in February 2019, you emailed me to tell me that your friend fell down on the stairs due to a lighting problem. I told you to ask your friend to see a doctor immediately and repair the lighting as soon as possible. I would pay all the expenses, but you did not do anything. After I came forward to find someone to repair it several times, it was finally completely repaired. In October of the same year, I received a notice from the court. Only then did I know that your friend fell in October 2018 and sued the court. I wonder why you told me after 4 months later? In order to deny responsibility, you deny the previous oral agreement between us. This behavior is very unethical. But I made a truthful statement to the lawyer of my insurance company in charge of the case, and I think you will also be investigated.
- 3. You once complained that you did a lot of work for me, but you didn't get paid much. For this reason, I will reply you specifically and clearly list the amount of the project that I should pay. They are that you managed 35Av for nine months at \$1800, helped write a tenant relocation subsidy document of \$1500, and helped to recruit tenants unsuccessfully. 200. Over the years, you have been responsible for the cleaning of public places in the apartment and the management of public lighting for a total of \$5290. You are responsible for finding someone to repair the window leakage problem for \$700, as well as the cost of minor repairs to your own house. Since all expenses are deducted from the rent, they can be found out. After investigation, the total amount you have deducted over the years is \$12,387. In addition to the above items, there is still \$2897. You said that it was the cost of minor repairs to your house many times, but you did not provide any receipts or invoices. Others No tenant has such a situation, which puzzles me.
- 4. Leaking windows in the living room caused the mildew problem next to the window: It originally occurred in October 2015, when you promised that you would find someone to repair it at a cost of \$700. You did not give me any invoice or receipt after the repair. When you notified me in late May 2019 that the window had a water leak and caused the mold on the side of the window, I was surprised. I asked you why. You were responsible for repairing the window and finally did not solve the problem. You replied some words that were contrary to common sense, which disappointed me. So I invited a licensed company to repair it and it was completely resolved.
- 5. Asbestos problem: It is undeniable that the workers did negligence in the repair process. In order to find out the cause of the water leakage as soon as possible, the workers cut a small hole in the ceiling above the living room window, ignoring the asbestos pollution problem. After it was pointed out, the workers took remedial measures in time and completed the repair soon. A few days later, you sent me a pollution report that you invited to a professional company. I took it seriously, and I immediately discussed a solution with you and asked you to go to the hospital for an examination. But I haven't got a clear answer from you. I have asked professionals about asbestos pollution. The answer is that asbestos dust pollution occurs when asbestos ceilings are cut, but as long as it is closed and repaired in time, there will be no dust pollution after the plaster mortar is applied and the paint is applied. The previous dust only needs to be cleaned. There will be no more pollution within 72 hours. For this reason, I specifically checked the Internet, and there is indeed this report. Then your email stopped mentioning the pollution, but told me that you were going to relocate and asked for relocation compensation. Since I was not clear about the compensation policy, I asked you many times, but I did not get a clear answer. Later, you changed your mind and said that you were not going to move for the time being, and you never mentioned the issue of asbestos pollution. I think the matter is over.
- 6. The communication between us before your complaint: When you email me asking me hire you to manage this apartment, but I decline it, it may cause you to be unhappy. Your several emails reported that there are still water leaks and mildew problems on the windows. I take it seriously and keep making appointments with you to send professionals to check them to solve them as soon as possible, but I haven't been able to get your answer. At the same time, your email did not mention asbestos pollution, which puzzled me. Now I realize that you are probably preparing for a complaint, because the information you provided to the government is only part of what you sent to me, but my response is not shown at all. I can tell you responsibly, all your emails I have a timely reply. Please also provide my reply. This is fair. At the same time, I found that the photos you provided were all photos before the windows were repaired, and there were no photos after the repair. I went to your place to check on May 26 this year. You are not allowed to bring workers, but I found everything after checking. intact. You painted without my consent in August, which changed your situation when you complained. I don't know why.

three. other problems

- 1. Six years ago, you drove down the iron fence in the backyard, and you promised to be responsible for repairing it, but no action has been seen so far.
- 2. You sent the complaint file on March 10th. On March 11th, a tenant told me that the mailbox of the apartment was stolen. The mailbox is inside the apartment and there is a security door outside. Only the tenant has the key to open the door, and other people cannot enter. .
 It's Thanksgiving, and I will send you an email, which may cause you inconvenience. I apologize! And wish you a happy holiday!

Mr.Bao



[Reply](#) | [Reply all](#) | [Forward](#)

JE

J'ean Eason
Thu 3/12/2020 8:53
To: You

Nancy,
Please pass this message on to Mr. Bao.

Mr. Bao my apologies for the recent late rent payments. My family and I bought investment property and we have had to spend a lot of our money on fixing up the property. I know this has nothing to do with my rent payment here at Athol, but it put a strain on my capital thus making some of my payments late, and I felt it was worth bringing up. We have made the repairs so moving forward I plan to pay on time.

I also wanted to follow up on the condition and issues with my Apartment. After I spoke to an Attorney about the issue with the asbestos exposure he suggested I go to the City of Oakland Rent Board and get them to get involved. Based on my experience having gone to the Rent Board several times, the issues with the Asbestos not being remediated properly, the chipping paint in the bathroom, the windows in both the Living room and Kitchen still have not been repaired on the outside and I would not be surprised if there are still issues with mold inside the walls because the windows need to be taking out and resealed with new flashing and reinstalled. We have not had a lot of rain so the issue has not been as bad as it could have been but that won't be that way forever. I highly suggest Mr. Bao have someone do the job sooner than later because it could come back to cost him a lot more in the future. The reason the paint is chipping is due to the fact the my apartment was not painted when I moved in and I've been here over 6 years so it is long over due for a paint job.

I'm not a complaining type of tenant who brings up issue after issue but there are a lot of people out there who are and they go to lawyers and pick fights all the time, I know this very well since I manage other properties along with the one I own.

I have been getting contacted by Attorneys and Private Investigators about the accident on the stairs last year from when a guest of mine fell on the stairs. A large issue with that is because the lighting around here is not up to par and even today the light in the stairway is still not working and the Investigator took a picture and sure will inform the Insurance company for this property. A property I manage had a issue with a Tenant and when the matter was resolved the Insurance company dropped the policy so dont be surprised when this is over, Mr. Bao insurance company does the same.

I would like to offer my services to be the on site property manager and I could help Mr. Bao avoid a lot of these issues by making suggestions for what needs to be repaired or taken care of. I can have the work done, of course with his approval, and save him money and time. I have a lot of handymen and contractors at my disposal. Mr. Bao already pays me \$75 per month to take out the garbage which amounts to \$450 every 6 months. If he is willing to pay me \$550 per month, and we can just reduce my rent by that amount, I will save him time and money by being on top of things here at the building. Let him know this is a small amount yearly compared to what it could cost him if he continues to operate his building like this.

The Tenant protection laws have changed alot and its a lot to manage but I could help him avoid a lot of issues if he is willing to work with me. I could do the following:

1. Take out and bring in the garbage cans at no additional cost.
2. Except rent payments from Tenants and drop off at the office on Grand Ave. every month
3. Take repair request fro Tenants, have work done and provide Mr. Bao with Invoice for work all with his approval
4. Make suggestions on what repairs and routine maintenance to do to avoid future issues.
5. Be a resource with any other properties he has issues with.

Remind him I helped with his property on 35th Ave and we did have some success with other Tenants and I can help him avoid a lot of issues again if he is willing to compensate me fairly. Let me know if you want to get on the phone on a 3 way call to discuss further or meet in person if he is interested.

Also please let Mr. Bao know my Son came back from College and is back in Oakland looking for work and moved back into the apartment until he finds a job, so if Mr. Bao see's him around he knows why.

Thanks

Hi Eason,
I passed your message to my Uncle.
here is his response:

Hi Eason,

Nancy translated your email into Chinese and sent it to me. First of all, [congratulations](#) on your purchase and completion of the renovation of the investment house. At the same time, thank you for your enthusiastic suggestion that you help me manage the house, but I cannot communicate because I do not speak English. Therefore, I plan to find a professional who understands Chinese and English in the future to assist management. I have had many face-to-face and written communications with you through Nancy for a long time, and almost all the housing-related problems you raised have been solved in time. Now repeat all the questions you asked again:

1. Window leaking problem: You raised the problem of window leaking four years ago. At that time, I immediately discussed with you the repair plan and agreed with your proposal that you will be responsible for finding someone to repair it. I paid for it. At that time, you deducted \$ 500 from the rent. Multiple window repair costs. Last March, you mentioned that the window still has water leakage. I asked you if you had someone to repair it. I do n' t understand your reply, so I decided to ask a professional to check it carefully and find out that the source of the leakage is on One floor, so it was completely restored. After the rainy season, no water leakage occurred, and this repair has a three-year warranty.
2. Asbestos problem: In the process of repairing windows last year, in order to find the cause of water leakage, the repairman opened a book-sized hole in the ceiling of your house near the window for inspection. After finding out the reason, you immediately sealed it. You found a professional company to detect asbestos Dust problem, after repairing the opening of the ceiling, I have written notice to you to find relevant professionals to test again for problems, and promised to discuss with you if there is a problem, but I have not received your reply, so I Think that the matter has been resolved.
3. Your friend's fall problem: Six years ago we had a verbal promise that I paid you \$ 60 a month, and last year I increased it to \$ 75 a month according to your requirements. You are responsible for cleaning the public health of the apartment and helping Check for common lighting problems and notify me to fix them if there is a problem. No problems occurred for many years, and I didn't receive any message from you until February (2019) last year, telling me that your friend fell on the staircase leading to the garage because the lights in the public lighting department did not turn on. I immediately asked Please ask Nancy to email you for details. At the same time, please ask someone to help with the repair. After a few days, you will be asked about the repair situation. You said there is no problem. It was not until October 2019 that I received a notification from a relevant lawyer that I knew that your friend had referred the case to a lawyer as early as October 2018. So far I don't know who was involved in the accident and what happened at the time. Why didn't you notify me immediately? Since I purchased liability insurance for the house, I leave it to the insurance company. At the same time, in December last year, I also followed the instructions of the insurance company and asked a licensed professional to repair the public lighting department. After several inspections, the lighting has been restored to the staircase. If the light bulb is damaged, please follow the agreement between us Please help me change it, and I will pay the fee with the invoice.
4. The problem of house repair: All my tenants brought me a reasonable repair of the house, and I will immediately solve it in a timely manner. Therefore, this problem has never occurred in many years. Everyone is like friends, except your friend this time No lawyer problem has ever happened. Your house #A and #C were both formally renovated at the same time 7 years ago. #C has no problems so far, and you haven't raised any major issues before. At the same time, because you proposed to me in June that you were ready to move and asked me to pay you some compensation, I immediately asked your request, and went to interview with Nancy, wait for your reply, and then emailed you to contact you. And did not get a clear response. As long as you have a reasonable request for the repairs you asked this time, please arrange for interviews in a timely manner (because I have gone to your place many times or have seen your friends live) and I will deal with them in a timely manner.
5. Late rent payment: According to the lease agreement between us, rent should be paid before the 5th of each month. Late payment will be subject to late payment. For so many years, you have rarely paid the rent on time, but you have never paid the late payment. You are a professional, and I believe you know the norms better than I do.
6. Other matters: Your letter mentions that you handled 35Ave for me. I believe you should remember that in order to solve the problem of no lease and full room in the house # 4, you promised that you will be responsible for managing this apartment (4 units). All problems will be solved within 6 months. As a result, you managed for 9 months in 2014, and I paid you more than 2000 yuan, nothing was resolved. In 2015, I reached a relocation agreement with # 1 and # 3. I asked you to help write a relocation compensation letter in English. I will also pay you the corresponding fee according to your requirements. Another thing I haven't mentioned to you for many years. I don't know how you dealt with the problem # 4. Later, he complained to the city government that I sent you to harass and threaten them, which made me very passive. Coordination from the housing sector was resolved. Finally, regarding your son's coming to live here after graduating from college, we will handle it according to our lease.

Finally, I repeat, you have paid your rent almost every month for so many years, but you have never paid any late payment fees as stipulated in the contract. It is a lot of money for so many years, and in order to charge you monthly The rent, phone calls and door-to-door visits have consumed a lot of my time and energy. I am already a 70-something person, and I can't toss this for a long time. I hope you can fulfill your promise to pay the rent on time in the future. At the same time I reiterate that if you continue to live here under the lease, we will still live in harmony as friends. if you still have the relocation request that you made to me a few months ago, the issue of relocation compensation can still be resolved by both parties through consultation. Thanks again for your letter!

Mr Bao

000108

You forwarded this message on Fri 3/27/2020 16:52

J'ean Eason
Tue 3/24/2020 23:04
To: You



5 attachments (2 MB) Download all Save all to OneDrive

Nancy,
Please pass this message on to Mr. Bao.

I received your message from Nancy. Here are my responses.

1. Window leaking problem: You raised the problem of window leaking four years ago. At that time, I immediately discussed with you the repair plan and agreed with your proposal that you will be responsible for finding someone to repair it. I paid for it. At that time, you deducted \$ 500 from the rent. Multiple window repair costs. Last March, you mentioned that the window still has water leakage. I asked you if you had someone to repair it. I do n' t understand your reply, so I decided to ask a professional to check it carefully and find out that the source of the leakage is on One floor, so it was completely restored. After the rainy season, no water leakage occurred, and this repair has a three-year warranty.

As I've tried to explain before, the issue with the Windows are they need to be taken out entirely, install flashing, reseal the windows, and reinstall the windows and seal the outside with caulking. What you had you had done recently was only to patch up the inside drywall and seal the edges on the outside with caulking.

When I originally notified you of the issue with the window, I made it clear that the repair that was made and I deducted the \$500 that was only to fix the inside which was to replace the dry rot wood behind the drywall and replace the drywall that was damaged on the inside. The guy put caulking on the outside and told me it would only last temporary. And like he said it did. He also said in order for the window to not leak it needed to be taken out and reinstalled. I did communicate that to you but you never followed up. We got away with it for awhile because that was when we had a drought for a few years so it did not come about but in time it has gotten wet again and the issue will continue.

Then I alerted you again about the issue last year in March 2019 and found someone to fix it. He wanted \$750 to take both windows out entirely, repair the damaged dry rot, install new flashing, put the window in and reseal it. You said that was too high and you would find someone else. That is the person who took out the asbestos and how we ended up where we are. And just so you know, the caulking will only last temporary because there is a gap in the edges because again the windows were not properly installed from the beginning.

If you look at the picture I attached you will see water stains on the drywall inside the kitchen hav appeared again from when you had then guy you hired repair and again because the window was not taken out and new flashing installed the window is still going to leak and water will come in when it rains. The only reason it has not been a major issue is because it has not been raining that much this winter, but trust me soon as it does the problem will arise, thus causing more damage.

2. Asbestos problem: In the process of repairing windows last year, in order to find the cause of water leakage, the repairman opened a book-sized hole in the ceiling of your house near the window for inspection. After finding out the reason, you immediately sealed it. You found a professional company to detect asbestos Dust problem, after repairing the opening of the ceiling, I have written notice to you to find relevant professionals to test again for problems, and promised to discuss with you if there is a problem, but I have not received your reply, so I think that the matter has been resolved.

If I wanted to be a jerk I could have found a good lawyer to cause an issue but to be honest I'm too busy for that and only visited one to see what my options were. I'm trying to work with you just like you are with me, so that's why I'm proposing working with me to help resolve not only my issues but others you have if we include it in my scope of work.

The main issue with the Asbestos is that you cannot disturb it and simply patch it up. Legally it needs to be remediated (removed). I informed you of that soon as I noticed the piece had been cut out and I told you to not touch it and you went ahead and did it anyway and I felt disrespected. I belived we have worked well together but with that action felt your didn't care about my health only about getting the repair one cheap as possible. That is not good business.

3. Your friend's fall problem: Six years ago we had an verbal promise that I paid you \$ 60 a month, and last year I increased it to \$ 75 a month according to your requirements. You are responsible for cleaning the public health of the apartment and helping Check for common lighting problems and notify me to fix them if there is a problem. No problems occurred for many years, and I didn't receive any message from you until February (2019) last year, telling me that your friend fell on the staircase leading to the garage because the lights in the public lighting department did not turn on. I immediately asked Please ask Nancy to email you for details. At the same time, please ask someone to help with the repair. After a few days, you will be asked about the repair situation. You said there is no problem. It was not until October 2019 that I received a notification from a relevant lawyer that I knew that your friend had referred the case to a lawyer as early as October 2018. So far I don't know who was involved in the accident and what happened at the time. Why didn't you notify me immediately? Since I purchased liability insurance for the house, I leave it to the insurance company. At the same time, in December last year, I also followed the instructions of the insurance company and asked a licensed professional to repair the public lighting department. After several inspections, the lighting has been restored to the staircase. If the light bulb is damaged, please follow the agreement between us Please help me change it, and I will pay the fee with the invoice.

In the beginning you agreed to pay me \$50 and I did so for several years. We did not increase the pay until 2018 and when you do the math, that is only \$18.75 per week to take out garbage and do minor sweeping. To do a thorough job it would take at least a couple hours a week and I dont work for \$9 an hour. If you remember you have hired tow different people, Terrance and Joe to do handyman work and they both walked off the job and they both complained about the same issue, that you make an agreement and agree to price and the add to the job, but dont want to pay more, even thought it will take more time. My time too is valuable and I cannot work for anyone who dont appreciate my work or respects me. But I'm willing to let things be in the past and work with you to improve the performance of your property and keep things running better for you. In regards to the lady who fell and broke her ankle, I did inform you of the accident and told you she said she might got get a lawyer. You did later ask me about the helping install lights and I did tell you I would if I had the time but to not count on that because I was very busy. Plus again that takes time and for me to find out what kind of lights work, go to the store to get them, have them installed and then to have you complain about the price like you have several times in the past. To be honest I did not want to get involved with that, because my time is valuable and if I do work for someone, I deserve to be paid fairly and respected in the process.

If you look at the pictures, the lights are out again and again are in a spot for a another possible accident if someone else should fall and hurt themselves. But if you were to hire me for a mutually agreed upon price, I would make sure those kind of things would not happen.

4. The problem of house repair: All my tenants brought me a reasonable repair of the house, and I will immediately solve it in a timely manner. Therefore, this problem has never occurred in many years. Everyone is like friends, except your friend this time No lawyer problem has ever happened. Your house #A and #C were both formally renovated at the same time 7 years ago. #C has no problems so far, and you haven't raised any major issues before. At the same time, because you proposed to me in June that you were ready to move and asked me to pay you some compensation, I immediately asked your request, and went to interview with Nancy, wait for your reply, and then emailed you to contact you. And did not get a clear response. As long as you have a reasonable request for the repairs you asked this time, please arrange for interviews in a timely manner (because I have gone to your place many times or have seen your friends live) and I will deal with them in a timely manner.

For the most part you have been on top off all the repairs. The biggest issue again is the Leaking windows and the issue with the asbestos exposure. When I moved in, the lease was arranged by Jerry Bailey, your former Tenant, and he made it clear the unit had not been repainted only wiped down. It was fine then but now that was 2013 and there is paint peeling off and in the bathroom and other minor issues that I recommend you deal with sooner than later.

5. Late rent payment: According to the lease agreement between us, rent should be paid before the 5th of each month. Late payment will be subject to late payment. For so many years, you have rarely paid the rent on time, but you have never paid the late payment. You are a professional, and I believe you know the norms better than I do.

Again I apologize for the late payments and will do my best to get them to you on time.

6. Other matters: Your letter mentions that you handled 35Ave for me. I believe you should remember that in order to solve the problem of no lease and full room in the house # 4, you promised that you will be responsible for managing this apartment (4 units). All problems will be solved within 6 months. As a result, you managed for 9 months in 2014, and I paid you more than 2000 yuan, nothing was resolved. In 2015, I reached a relocation agreement with # 1 and # 3. I asked you to help write a relocation compensation letter in English. I will also pay you the corresponding fee according to your requirements. Another thing I haven't mentioned to you for many years. I don't know how you dealt with the problem # 4. Later, he complained to the city government that I sent you to harass and threaten them, which made me very passive. Coordination from the housing sector was resolved. Finally, regarding your son's coming to live here after graduating from college, we will handle it according to our lease.

I was hired to be a temporary Manager for your property on 35th Ave but the main objective to assist you to encourage the long term Tenants to relocate. That was unsuccessful because they know they had a status as a protected Tenant via Rent Control and they knew that is valuable so they were obviously in no rush to vacate. Again, I was only there for support and offered no guarantees and that's because I needed to be very careful how we handled that situation because the last thing we needed was for them to bring a lawsuit for harassment. Almost all tenants say the work harassment when the owner contacts them a out an issue with their unit. I have witnessed Landlords being sued by tenants many times and its not good and can be very costly to the Owner. Yes I did assist with the relocation efforts with the other Tenants and you paid me and I appreciated working with you. And despite our struggle to speak to one another verbally, we still found a way to work and we still were able to achieve our goals.

I manage other properties for friends and family and provide an work hard to achieve providing an excellent service by:

I manage other properties for friends and family and provide an work hard to achieve providing an excellent service by:

- Staying up to date with Rent Control laws
- Keep a list of quality, reliable, and good handymen on deck at all times
- Visit the properties to make sure the Owner and Tenants needs are being met
- Maintain a maintenance schedule to avoid potential lawsuits or financial issues for the owner.
- I collect no rents or am I responsible for any of the bills or financial obligations, or payments. I can collect if need be but I prefer to not get involved with that. Just deal with maintenance, keep good communications with both the Owners and Tenants

If you work with me and hire me to be the on site manager, I'm sure we can communicate in manner where we can be productive like we did in the past. And there are apps that I can use to communicate with you in the most effective manner.

I look forward to hearing your response.
Thanks



000110

Fw: A letter from Mr. Bao

Hide message history

From: OU JUCHUN <juchunou@gmail.com>
Sent: Sunday, February 7, 2021 20:12
To: nancy li <nancylyyww@hotmail.com>
Subject: 给272 # A

玮玮：请帮翻译一下给 # A的电邮传给他，谢谢！

XX：又到了你付房租的时间了，多年来你一直都未按时付过房租，每次都要我多次与你联系，到你处提取，耽误我太多的时间和精力。也从未支付过迟交金，实在太累了。希望你今后能按租房合约按时交纳每月房租，如迟交了请按合约办事。今年疫情期间我也未加收你们的租金，但各项税收水电等费用却不断增加，我们也很艰难，希望你能理解。同时希望你如有需要维修凡超过 \$50的，必须先与我联系，征得同意。打碎机不通找工人处理只需 \$50，不知你为何需 \$150？下不为例。另外过道灯已彻底修复好了，如有灯泡坏了，按照我们之间早已商定的协议请你及时更换，材料费我会支付，避免意外发生，如有任何其他问题必须及时通知我。谢谢！
发自我的iPad

Hide message history

Translate message to: English | Never translate from: Chinese Simplified



nancy li

Tue 2/9/2021 8:08

To: J'ean Eason
Cc: OU JUCHUN

Hi Eason,

It's time for you to pay the rent again. For many years, you have not paid the rent on time. I have to contact you many times every time to pick it up from you, which wastes my time and energy. You have never paid late fee, which is really tiring. I hope you can pay the monthly rent on time according to the rental contract in the future. If you are late, please follow the contract pay the late fee. During the epidemic this year, I did not charge your rent, but various taxes, water, electricity and other expenses have been increasing. We are also very difficult. Hope you can understand. At the same time, I hope that if you need to repair anything over \$50, you must contact me in advance to obtain consent. Otherwise I cannot pay you back. As for the garbage disposal this time, I can find a worker to deal with it for only \$50. I wonder why you need \$150? This is just an example. In addition, the aisle lights have been completely repaired. If any bulbs are broken, please replace them in time according to the agreement between us. I will pay for the materials to avoid accidents. If you have any other problems, you must promptly notify me.

Thank you!

Mr.Bao

Fw: A letter from Mr. Bao



J'ean Eason

Tue 2/9/2021 15:35

To: You
Cc: OU JUCHUN

Bao,

Got your email. In regards to my payments, if you recall, in the beginning of my tenancy we had no problems and I either sent it in or had you pick it up on time with no problems. Also when it came to issues and or repairs we worked in tandem and things were going smoothly. As time went on and I either helped you deal with issues with your other property on 35th Ave in Oakland or small tasks around Athol Ave, I began to notice that you don't always honor what you either say you're going to do or try to change things during the process. Most of our issues revolve around the two (2) windows that still to this day have not been repaired in a manner to stop the flow of water inside or have you had someone remediate the obvious mold or mildew issues that still exist to this day. In fact I went out of my way to inform you to not disturb the ceiling in my apartment due to possible asbestos and you and your worker did it anyway. That was a sign of total disrespect for my wishes and my health and you made it even clearer that all you're concerned with is my rent payment. So if that is the case I will get it to you in a timely manner until I vacate the unit.

I am a tenant with rights and based on our agreement I'm entitled to a safe clean environment and due to many deferred maintenance issues that part of our agreement is not being provided on your part. That being the case I believe I'm well within my rights to seek some type of action to remedy the many issues affecting my Tenancy. I'm a customer and one would think you go out of your way to satisfy your customers but you seem to show all your concern with the rent payment, with little regard to maintaining a safe and clean environment for me and others.

Not sure if you are aware, based on City of Oakland laws, you as a landlord cannot charge late fees now or since March 2020 due to COVID pandemic. In fact as a Tenant I do NOT have to pay anything if I cannot and only have to pay 25% of my rent (\$354.25) to stay in compliance. Also when the moratorium went into effect last year, it also stated that you cannot just evict for back rent and have to give me up to a year, after the moratorium is over, to pay you back with no interest. Regardless I have still paid you the rent each month and yes my income has been affected but I still pay every month. Did you know the moratorium has been extended until September 30th, 2021? So that means I do NOT have to pay you or pay late fees until that date as well as you would have to wait until September 2022 to collect all my back rent and file for Eviction. I know all this because as I've told you before I manage property for my family and I have to stay abreast of all the laws going on to properly deal with the tenants and make sure that all of their reasonable request are address so they continue to pay their rent on time and have a safe clean place to live. Sound familiar? I highly suggest that you think about how you want this to go moving forward. Would you prefer I don't pay anything until this is all over?

I see it's time again to set the record straight with our agreement in regards with 272 Athol Ave and what we've done in the past, with 35th Ave. You pay me \$75 per month to take out and put back the garbage cans every week. You have me deduct 6 months of payments every 6 months. I sweep up as a courtesy on top of my garbage can duties. As far as the light bulbs are concerned I informed you that someone fall on the stairs one night and due to most if not all the lights not properly working you could expect an Attorney to contact you soon. Soon after that time you asked me to put one in to see how it goes and if I could go to the store to get more and install them around the property. I told you if I got a chance I would install one and let you know how it goes. I put one in a few days later and it didn't work and told you it didn't, and you needed to address it. In fact I was told that one of your former tenants who is an electrician informed you that the wiring is bad and needs to be addressed but you have since declined. So again based on our agreement I take out the garbage cans, that's it. There was and is no other agreement in place for any other services. As far as 35th Ave was concerned, I helped negotiate the move out of two of your tenants and took on the role of helping you find new tenants for another unit in the same property. After getting an agreement with the two Tenants to move, you paid me \$1500. Then you proceeded to help me find a tenant for your other unit and since you found someone on your own, you did not pay me for my additional time and energy. That was the first time I realized that you change the terms of deals if you can do it for less than what you thought. The right thing to do is to pay me for my time and energy regardless of who found the tenant, but apparently you saw it differently. Remember I approached you last year about Managing your buildings because I noticed all the deferred maintenance issues and potential issues that could arise but being consistent with how you do business, you made it clear you didn't like how I worked in the past, and you would do it yourself or find someone else to handle things moving forward. I guess my fee was too much which does not surprise me.

The rent for February will be under the mat Thursday when I return from out of town.

000111

包先生。

收到您的电子邮件。关于我的付款，如果您还记得的话，在我开始租约时，我们没有遇到任何问题，我要么寄来了，要么让您按时领取，没有问题。同样，当涉及到问题和/或维修时，我们协同工作，一切进展顺利。随着时间的流逝，我要么帮助您处理位于奥克兰第35大街的另一处房产的问题，要么帮助您解决Athol Ave周围的小任务，我开始注意到您并不总是尊重您所要做的事情，或者尝试在此过程中进行更改。我们的大多数问题都围绕着两扇窗户，至今仍未修复，并仍然存在的明显霉菌或霉斑问题。实际上，我竭尽全力通知您因为可能的石棉不要而打破我公寓的天花板，无论您和您的员工都这样做了。这表明我完全不尊重我的意愿和健康，您更清楚地知道，您所关心的只是我的房租。因此，在这种情况下，直到我退租时，我还会与您讨论此事。

我是一个有权利的租户，根据我们的协议，我有权获得安全清洁的环境，并且由于许多延期的维护问题，因此您未遵守我们的部分租房协议。既然如此，我相信我有权利寻求某种行动来补救影响我租约的许多问题。我是一名客户，可能会认为您已经尽力满足您的客户，但您似乎对付房租表示出所有担忧，几乎没有为我和他人维持安全清洁的环境。

不确定您是否知道，根据奥克兰市法律，由于COVID大流行，您作为房东不能立即或自2020年3月起收取滞纳金。实际上，作为房客，我不必支付任何费用，而只需支付房租的25%（354.25美元）即可保持合约。另外，去年的暂停执行禁令中，它还指出，您不能要求租客偿还拖欠的房租，而必须在暂停结束后给我长达一年的时间，以无息还清您。不管怎样我仍然每月都付给你租金，是的，我的收入受到了影响，但我仍然每月都付。您是否知道暂停时间已延长至2021年9月30日？因此，这意味着我无需在该日期之前付给您或支付滞纳金，您必需等到2022年9月才能收取我所有的回租并申请驱逐。我了解所有这一切，因为正如我之前告诉您的那样，在为家人管理财产之前，我必须了解所有现行法律以正确处理租户，并确保他们提出的所有合理要求都得到解决，以便他们继续准时支付房租，并有一个安全干净的住所。听起来有点棘手？我强烈建议您考虑一下如何使其向前发展。您希望我在一切都结束之前不支付任何费用吗？

我看到是时候再次根据我们与272 Athol Ave达成的协议以及我们过去在35th Ave所做的事情来打破记录，您每月支付我75美元，以取出并每周归还垃圾桶。您让我每6个月扣除6个月的付款。出于礼貌，我清扫了我的垃圾桶工作。就灯泡而言，我告诉您，某人晚上摔倒在楼梯上，由于大多数（如果不是全部）灯不能正常工作，您可能会希望律师很快与您联系。不久之后，您要我放进去看看情况如何，以及是否可以去商店购买更多物品并将它们安装在物业周围。我告诉您，如果有机会，我会安装一个并告诉您它的运行情况。几天后我放了一个，但它没有用，并告诉您它没有用，您需要解决它。实际上，有人告诉我，您的一名前电工，告诉您布线不好，需要解决，但此后您就拒绝了。再次根据我们的协议，我取出了垃圾桶，就是这样。对于任何其他服务，目前也没有其他协议。就第35大街而言，我帮助谈判了您两个租户的搬迁事宜，并担任了帮助您为同一物业中另一个单位寻找新租户的角色。与两个租客达成协议后，您付给我\$1500。然后，继续帮助为其他单位找到一个租户，并且由于您自己找到了某人，因此您没有为我付出额外的时间和精力。那是我第一次意识到，如果您能以比您想像的少的价格进行交易，便可以更改交易条款。正确的做法是，无论谁找到租户，都要为我付出的时间和精力给予报酬，但显然您对它的看法有所不同。请记住，我去年与您联系过有关建筑物管理的问题，因为我注意到了所有延期的维护问题和可能出现的潜在问题，但与您的经营方式保持一致，您清楚地表明您不喜欢我过去的工作方式，并且您可以自己做，也可以找其他人来处理前进的事情。我想我的费用太多了，这不足为奇。当我从外地返回时，2月的租金将于周四被放在地毯下。

Fw: 回复272#A

You forwarded this message on Thu 2/18/2021 10:52

J'ean Eason
Tue 2/16/2021 1:09

To: You
Cc: OU JUCHUN

eBao,

Let me set the record straight. When my window was repaired I told you at the time that it would only repair the inside drywall and wood on the inside and that both windows, Living room and Kitchen, need to be taken out and new flashing installed so the windows don't leak again. I told you the work that was done would only solve the inside issues and there was silicone put in the cracks but that would only fix the issue temporarily. The person you had done the work only addressed the inside and unless he took out both windows and replaced the window flashing and reinstalled the windows the problem will come back. And yes he only cut out a small portion but after doing so again, I told you not to disturb the ceiling because of the asbestos and you had them do it anyway against my wishes. We will not agree on how things went so I will deal with it as need be and inform you at the proper time on how to proceed.

As far as 35th Ave is concerned, I was hired to assist in getting the tenants to relocate that was it. I was not the property manager long term. We did not have a contract or any other terms negotiated so I have no idea what you're talking about as far as being a manager. If the people in #4 told the City of Oakland I threatened them that is totally untrue. I'm a professional and I don't do business that way. When it became obvious that your Tenants in #4 would not move out we backed off and worked on getting the tenants in #1 & #3 out. I did my job you paid me. The other vacant unit as I mentioned before, you did not honor our agreement, you hired me to do a job and let someone else bring you a tenant. You did not tell me I was not the only one working on it but again that is OK that's how you operate and that's fine, I don't do business that way but that's your choice.

Bao I don't know why you keep trying to add duties to our original agreement for the garbage cans. You said yourself you don't speak or understand English very well so you must have misunderstood what I said when you asked about the lights. I told you they were out and have been out for some time. You asked me to check it out and I told you I would see what I could do but didn't make any promises or would I be responsible. When I went to the store I got a light bulb for a lamp, tried it outside and told you soon after it did not work and you needed to have someone check it out. Your former Tenant Mr. Cyrus told me soon after that he told you the lights need to be rewired to work properly. That was it! Again our agreement is for me to take the garbage cans in and out and I sweep up leaves as a courtesy, nothing else. When my friend fell on the steps I told you soon after what happened and to get prepared to hear from an Attorney because she hurt herself really bad.

As far as COVID is concerned don't worry about that for now I will inform you about any of that at a later date if necessary.



000112

Translate message to: English | Never translate from: Chinese Simplified

nancy li
Thu 2/18/2021 10:52
To: OU JUCHUN
Cc: Jean Eason

Navigation icons

包先生,
让我来澄清事实。修好窗户后,我当时告诉过您,这只能修复内部的石膏板和内部的木头,起居室和厨房的窗户都需要取出,并安装新的防水条,以免窗户漏水再次。我告诉过您,所做的工作只会解决内部问题,并且裂缝中会塞入硅胶,也只会暂时解决问题。您的工人只能暂时解决问题,除非他取出两个窗口并更换重新安装新窗户,否则问题将再次出现。是的,在天花板上他只切了一小部分,但事前我告诉你不要打破天花板,而你还是让他们违背了我的意愿。我们不会就此如何达成共识,因此我会根据需要进行处理,并在适当的时候通知您如何进行。
就第35大街而言,我被雇用来协助租户搬迁。我不是长期的物业经理。我们没有合同或其他任何谈判条款,因此我不知道您所说的作为经理的意思。如果#4中的人告诉奥克兰市,我威胁他们那是完全不真实的。我是专业人士,我不会那样做。当您发现#4的租户不会迁出时,我们退出并努力将#1的租户搬出。我做了你给我的工作。正如我之前提到的另一个空置单位,您没有遵守我们的协议,您雇用我来做一份工作,然后让其他人为您带来一个租户。您没有告诉我,我不是唯一从事此工作的人,但那没关系,那就是您的行事风格,那就好,我不那样做生意,但这是您的选择。
包先生,我不知道您为什么一直在努力增加我们对垃圾桶的原始协议的我这一方的责任。您说自己听不懂英语,所以您误解了当我被问到灯光问题时我说的话。我告诉过您他们已经出去了一段时间了。您要求我检查一下,然后我告诉您我会做些什么,但没有做出任何承诺,否则我将负责。当我去商店时,我拿到了一个灯泡,在外面试了一下,发现灯泡坏了后马上告诉你,你需要找人检查一下。您的前房客塞勒斯先生不久后告诉我,他告诉您需要重新布线才能正常工作。就是这样!再一次,我们的协议是让我进入垃圾桶,出于礼貌,我清扫树叶,没有别的。当我的朋友跌倒在台阶上时,我告诉了您发生的一切,并准备好接受律师的讯问,因为她真的伤的很重。
就COVID而言,现在不必担心,如果有必要,我稍后会通知您。

You forwarded this message on Mon 2/22/2021 19:07
Translate message to: English | Never translate from: Chinese Simplified

OU JUCHUN <juchunou@gmail.com>
Sun 2/21/2021 16:51
To: You

Navigation icons

包先生,麻烦你帮我回复#A一下,内容如下:
XX:
你上次邮件说窗户漏水的问题并未彻底解决,窗户处仍有漏水情况,并提及天花板可能有石碱问题,我明确回复你们约定时间见面,查看一下,商讨彻底解决办法,可是你并未给明确的时间,在此我再次重申一下,任何合理的修复问题,请及时通知,我会及到心理。多年来,我对其他租户也是如此,所有的维修要求我都会在第一时间内解决,从未发生过任何问题。
对于你多次反复提出的几个问题,在此再明确回复一下:
1. 关于你提及的装修和维修工作的内容共有三件事:A.#4搬迁工作顺利完成,不需要必须签订新合同,这个问题也解决了,反而9起#4搬迁,是我自己解决了技术问题,但是我们按事先的承诺,你给你要求的费用。B.#4帮助新租户:我当时就清楚表明如我在前封信件支付了合同押金支付\$800,如你未成功搬家,其他押金转到租户,我会给你\$200补偿,我是这样做到的。C.#1及#3的租户是在2015年9月,心坎搬出你并未做任何工作,而是他们家搬走了事情,主动联系要求搬出,需要我给他们一些搬出补偿费用,我认为是请他们写了一份搬出补偿文件,并付给了相应的费用。以上这三件事情全部都是付费的,所有费用我都有记录,麻烦你再查一下,也麻烦你一并告诉我多少费用。为此我也咨询了相关人士,都认为我没有欠你,如果你认为有欠位地地,请发邮件给我,我和人部分租户都相信我是一个值得信赖的人。
2. 上次我给你发的邮件及希望你租屋的任何维修都必须事先通知我,由我们之间相互协商修理事宜,不得由租客自行在租赁合同擅自扣款,所有的租客一直都遵守这项规定,你是专业人士,应当更加明白,但你并未回复我这个要求,在此我再次重申一下,请理解,关于你室内漏水的问题,你这次又讲了那么多专业的术语,我不理解,一般人常识,处理这样的问题,首先要查出漏水的源头才能彻底解决问题,你在检查前曾说要解决漏水问题,现在又说是一大堆道理,我也不想与你争论,因此前半年你再次提出室内漏水问题,我不停让你找人修理,我自己找专业人士修理,查出漏水的源头在二楼,彻底修复,并有保修期,维修了两年,二楼#C告诉我发现你漏水情况,军下你详细询问我对维修及漏水情况问题不要打耳,我没有任何意见,因为此事根本不利道维修人员要打天花板一个小小口子,当时我要求小孔处天花板上含有白粉物质,是事后你才对我提出,当时我报重罚,立即叫人修复,当时向你表示歉意,并要求在修的过程中你帮我找专业检测人员进行污染检测,你也找人做了检测,确实有某种白粉污染存在,修完后你,我再次要求你找专业公司检测,并表示仍有白粉存在,你找金年商检测解决方式,但一直未得到回复,而是你提出你神搬迁,再问我问只联系后补事宜,对此我作了回复,后来你又改变了主意,不神搬迁了,也没有再提及白粉不标准问题,我认为此事立无大碍,现在你又提及此事,我很意见,因此加我此信开头所言,希望将此事件一个彻底的解决。
3. 关于你助理等等事宜:当你还入住前此公寓公共厕所的清洁及查看公共厕所设施,发现问题或及时通知的手续是写在在#A的Terry邮件,但我想介绍你入住信你承担了此工作,否则当事情发生以信你为什么通知我,而不是其他人?虽然这是由你口头协议,但我一直让你给你费用,后来我们商讨过Tancy帮助翻译时多次提及此事,并多次电话也多次提及此事,你从未提出异议,帮助租下住这垃圾楼的事是你主动提出,并要求每月增加\$15费用,我问你如的要求,但不和为问这次你给我邮件为我每月付\$15以是帮助单位保洁/其他事情只是出于好奇和表,这不是事实,因此,我再次重申你主要的工作是管理公共厕所及查看公共厕所,有问题及时通知我,垃圾楼的事以前都是租客自己负责,如你不愿承担,请及时通知我,我会请其他人负责此事。
4. 你上次未信你朋友让你搬此事,你于2019年2月份告诉我你朋友让你搬之事,具体说你并没有告诉我,直至2019年10月收到信信才知道事情发生在2016年10月份,就找了维修师傅上门,至今我依然不明白,你当时为什么不及时通知我?当你说公共厕所出了问题,我从时的时候你让我搬此事,你也向我承认,当你告诉我可能没有问题时,我立即叫人修理,修好不久,当再次出现问题时我以请有经验的电工彻底检查维修,终于发现问题是线路问题,于是定时维修处发生故障,直到原出后终于彻底修复。
5. 多年来,你每月收租金,从未逾期过规定交租金过,去年年初你曾给我来信表示你因要修房屋而造成房屋迟交,并说你的房屋维修已经完成,今后不会再有迟交的问题,对此我表示理解,可一直从未和呈月月如此,我向你表示这几个月没有问题,只是要通知你确定的日期,希望你能够理解配合。
多年来,我与所有的租户都建立了良好的关系,从未有过任何不愉快的经历,你可多次对我有所抱怨,我虽然难以理解,但相信这任何困难的条款,尤其在此疫情期间,我会尽我所能与所有房客一起,共度难关,因此我管理各保险等事宜费用开支不断增加,但我不希望有在规定的期限进行扣款,我只是要求任何事情,都必须相互理解,尤其是新签订的合同,必须有不和的条款,我的工作1有任何不妥之外,欢迎批评指正。
发我我的iPad

nancy li
Mon 2/22/2021 19:07
To: J'ean Eason
Cc: OU JUCHUN

↶ ↷ → …

Hi Eason

Last time you emailed that the problem of water leakage in the windows has not been completely resolved, and there is still mildew on the windows. You also mentioned that there may still be asbestos problems on the ceiling. I clearly reply to you that we will meet at the appointed time, check it out, and discuss a thorough solution, but you did not give me a definite answer. I repeat here again that any reasonable repair problems, please inform in time and I will deal with it in time. Over the years, I have done the same to other tenants, and all reasonable requests will be quickly resolved at the first time without any problems.

For several questions that you have repeatedly raised, here is a clear reply:

1. There are three things about the 35th Street that you mentioned to help me work: A. #4 The relocation work can be done best. If you cannot make them relocate, you must make them sign a new contract. This problem has not been resolved. On the contrary, they complain to the city rental office. I solved the complaint by myself. But I still pay you the requested fee as promised in advance. B. #2 To help find a new tenant, I made it clear at the time that if you find a new tenant and sign the contract, I will pay you \$800. If you do not complete the matter, other brokers find the tenant, I will give you \$200, I kept my promise. C. The relocation of #1 and #3 was in September 2015. You did not do any work in this relocation. Because of some family issues, they contacted me directly to request the relocation. To be nice I helped them some relocation compensation. You just help me write a relocation compensation document and I paid you the corresponding expenses. All of the above three things are paid. My wife has a record of all the fees. Please check it again and know how much I paid you in total. For this, I also asked relevant personnel, and they all thought that I never owed you anything. If you think something is unreasonable, please do not hesitate to mention it. Most of my tenants believe that I am a reasonable person.
 2. The last time I sent you an e-mail mentioned that I hope you must notify me in advance of any repairs in your rented house. We will negotiate the repairs with each other. The tenants cannot deduct from the rent without authorization. All tenants have always followed this. You are a professional and you should understand this provision more clearly, but you did not reply to my request. Here we repeat it again, please understand. Regarding the problem of water leakage in your indoor windows, your letter this time talked about a lot of professional repair problems. I don't want to repeat it. Most people speak common sense. To deal with this kind of problem, you must first find out the cause of the water leakage to completely solve the problem. I used to let you handling repairing and you promised will find somebody fix it completely including the problem of water leakage. But the problem never be solved. That's why when you raised the window repair problem again last year, I don't want you to be responsible for finding someone to repair it. I found a professional to fix it. The source of the leak was found on the second floor, and it was completely repaired, and there is a guarantee period. After maintenance for nearly two years, #C on the second floor told me that no water leakage was found. As for you said that before repairing the window, you mentioned to me that there is asbestos in the ceiling. I don't have any impression, because I didn't know beforehand that the maintenance staff would open the ceiling and check it. I didn't even know that the ceiling contained asbestos. You raised it to me afterwards. I took it seriously at the time. I immediately called the workers to repair. I apologized to you on the spot and asked you to help me find a professional inspector for pollution inspection during the repair process. You also asked someone to do the inspection. There is some kind of asbestos pollution. After the repair is completed, I again ask you to find a professional company for testing, and said that if there is still pollution, you and I will discuss a thorough solution, but there has been no reply, but you suggested that you are going to relocate. Asked me about the relocation problem, and I responded to this. Later, you changed your mind and did not plan to relocate. You never mentioned the related asbestos pollution problem again. I think this should be fine. Now that you mentioned this matter again, I take it seriously, so as I said at the beginning of this letter, I hope this matter will be resolved completely.
 3. Regarding assistance in cleaning and other matters: when you have not moved in, the responsibility of checking the public places lighting and clearing belongs to Terry, who lived at #A at the time. After moving in you took over his duty. The responsibility including checking the public lights working fine otherwise, why did you notify me when the lighting fails, and not others? Although it was an oral agreement between each other, I have always paid you as agreed. Later when we discussed the problem, Nancy mentioned it many times when she helped the translator, and she also mentioned it many times in emails. Objection, you took the initiative to help tenants push the trash can and asked for an additional \$15 per month. I agree with your request, but for some reason, you emailed me this time saying that I paid \$75 per month just to help push the trash can. Other things are just for kindness to help me. This is not true. Here, I would like to reiterate that your main job is to clean public places and check public lighting. If there is any problem, notify me in time. In the past, the tenants were responsible for the trash can. If you are unwilling to bear it, please notify me in time, and I will ask others to be responsible for this.
 4. This time you wrote to say that your friend fell seriously injured. You told me about your friend's fall in February 2019. You did not tell me the specific situation. I did not know that it happened in October 2018 until you received the lawyer's letter in October 2019, and found a lawyer to deal with the matter. I still don't understand, why didn't you inform me in time? If you report that there is a problem with the public lighting, I would notify you in time to help me deal with the matter. I would bear the cost. When you told me there may be a problem with the line, I immediately found a worker to repair it. It would not be long after the repair is completed. When the problem occurs again, I had a licensed electrician to conduct a thorough inspection and repair, and finally found that it was not a line problem, but a malfunction at the timer. The cause was finally repaired.
 5. For many years, you have been late in paying rent every month, and have never paid late fees as stipulated in the lease agreement. At the beginning of last year, you wrote to me stating that you had to renovate your house and caused repeated delays and said that once your house repairs have been completed there will be no more late submission issues in the future. I understand this. But it has always been the case every month. I told you that there is no problem with submitting a few days late. I just want to inform me of the fixed date. I hope you can understand and cooperate.
- Over the years, I have established a good relationship with all tenants and have never had any bad reactions. But you have complained to me many times. Although I can't understand it, any kind advice is welcome. Especially during this epidemic period, I will try my best to overcome the difficulties with all the tenants. Therefore, despite the continuous increase in taxes and insurance and other expenses, I still did not increase the rent within the stipulated period. I just asked for anything. Both must understand each other. Especially the promised things must be completed without compromise. Any deficiencies in my work are welcome to criticize and correct me.

Mr. Bao

J'ean Eason
Mon 2/22/2021 19:34
To: You
Cc: OU JUCHUN

↶ ↷ → …

Bao,

This is my last reply because we do not agree. You are remembering things the wrong way and you keep trying to make me responsible for the lights and that was not and is not my job. You pay me to take out garbage cans. Just so you know I have several emails stating just that so please stop trying to make me in charge of the lights. You are the owner and that is your responsibility.

We are simply not going to agree on the repairs to my window or how things all worked out with 35th. Again I have several emails of what I was responsible for and yes you paid me for certain things and you switched things up on others. Regardless we are not going to agree. I will do what is necessary moving forward for my best interest. And let me say this one last time, my only responsibility is taking out the garbage cans in which you pay me \$75 every month that I deduct from my rent every 6 months. I will sweep up excess leaves and dust as I see fit. I will not or have I ever been responsible for the lights!



nancy li
Thu 3/4/2021 13:19
To: J'ean Eason
Cc: OU JUCHUN

↶ ↷ → …

Hi Eason

Your email didn't answer my main question, and I repeat on some important things:

1. The window leak you talked about last time has not been completely solved, and the asbestos problem, I ask you to agree with me to send someone to check it out. But you have not replied, again, I take it very seriously, please email me promptly.
2. I have made it clear to you many times that I pay you \$75 per month to be responsible for cleaning public places in the apartment and to help me check the public lighting facilities, if there is a problem, promptly notify me to deal with. You haven't talked about it all along, but it's not true that you recently said that \$75 is only responsible for trash cans. Again, the main job of paying you \$75 a month is to clean the public spaces in the apartment and help with public lighting, please let me know if you think you are not up to it, and I will ask someone else to take responsibility.
3. As these two months are the tax season, I pay a lot of fees, once late delivery will have a lot of fines, so I hope you can pay the rent on time, if for some reason late, please inform me of the exact date of payment.

Please reply clearly to the above questions,

thank you!

Mr. Bao

...

000114



J'ean Eason
 Fri 3/5/2021 0:51
 To: You
 Cc: OU JUCHUN



Your email didn't answer my main question, and I repeat on some important things:

1. The window leak you talked about last time has not been completely solved, and the asbestos problem, I ask you to agree with me to send someone to check it out. But you have not replied, again, I take it very seriously, please email me promptly.

Again, I have told you this before about the window. When the window was fixed before, I told you the guy was only repairing the inside wood frame and replacing the drywall. He put some silicone in the window sill on the outside. I told you the outside part is only a temporary fix. The guy said the windows need to be taken out and new flashing and what ever else is necessary to fix correctly, needed to be done for the windows to be sealed correctly. I mentioned this several times but no response. Then you sent someone over here and he did not fix the problem correctly. In fact he disturbed the asbestos and I told you to not touch it anymore and your guy did it anyway. That was after I found someone who said he would take both windows out, make the repairs on both the inside and out for \$700 and you said that was too much. You found someone else and he did not do the job correctly. So at this point I don't trust who you hire but its your apartment building and you have a right to find whomever you choose to fix the windows properly. If that is going to happen I need to be put up in a hotel for a couple of days to make up for the mess that will incur for the repair. As far as the asbestos is concerned, you can hire a certified company who is approved to handle a job that involves hazardous waste and they can remove it as they deem necessary. If that is to happen, you need to compensate me to move all my things out of the living room and store in the back while the work is being done and again put me up in a hotel for the time necessary for the full repair.

2. I have made it clear to you many times that I pay you \$75 per month to be responsible for cleaning public places in the apartment and to help me check the public lighting facilities, if there is a problem, promptly notify me to deal with. You haven't talked about it all along, but it's not true that you recently said that \$75 is only responsible for trash cans. Again, the main job of paying you \$75 a month is to clean the public spaces in the apartment and help with public lighting, please let me know if you think you are not up to it, and I will ask someone else to take responsibility.

For some reason you keep trying to add duties to my job. You are paying me to take up the cans and pick up any trash. Anything else like leaves and miscellaneous debris is a courtesy on my behalf. I have never been responsible for the lights. Below in red is a copy of an email for March 12, 2019 and item #3 clearly states what the \$75 you pay me is for. Item #2 says you want me to find someone to help you fix the lights, I made my recommendations, you choose to do someone else, because you like many times before, said who I found was charging too much. Again it clearly states find someone, not me be responsible for maintaining them. You are the owner and in the end it is your responsibility to maintain the property not mine.

[nancy li <nancylyyww@hotmail.com>](mailto:nancyli@nancylyyww@hotmail.com)

Tue, Mar 12, 2019, 1:00 PM

Hi Eason



J'ean Eason
 Fri 3/5/2021 1:11
 To: You
 Cc: OU JUCHUN



Also not sure if you knew but the mailbox is missing.



Tyson Christopher Eason

Fw: 帮我回复272#A



nancy li
Fri 3/5/2021 9:35
To: Jean Eason
Cc: OU JUCHUN



包先生们

1.

再次，我之前已经告诉过您有关窗子的事。我告诉过您，您的维修工只修理内部木结构并更换石膏板。他在外面的窗台上放了一些硅胶。我告诉过您，外部只是暂时的解决方法。那个家伙说，窗户必须被取出，并且要有新的换上，并正确密封。我多次提到了这一点，但没有回应。然后，您派人到这里，他没有正确解决问题。实际上，他撬开了石棉，我告诉您不要再触摸它，而您的家伙还是这么做了。那是在我找的人说他会把两个窗户都拿出来，对里面和外面进行维修，花了700美元之后，您说那太多了。您找到了其他人，但他没有正确完成这项工作。因此，在这一点上，我不信任您雇用的人。但是您的公寓楼，并且您有权找到选择适当地修复窗户的任何人。如果发生这种情况，我需要在旅馆里待几天，以弥补因修理而产生的混乱。就石棉而言，您可以聘请经认证的公司来处理评估的工作，他们可以在必要时将其清除。如果这种情况，您需要补偿我，以将我所有的东西搬出客厅，并在完成工作时存放在后面，然后再次将我安置在酒店中，以进行全面维修。

2.

由于某些原因，您一直在尝试增加我的工作职责。您付钱给我照顾所有垃圾清理树叶和杂物之类。我从来没有负责过灯光。

下面的红色是2019年3月12日的电子邮件副本，项目 # 3清楚地说明了您支付给我的75美元的用途。

第2项表示您希望我找到一个可以帮助您修理灯的人，我提出了建议，您选择了其他人，这发生了很多次，因为我找的人你说太贵。

再次明确指出我只是帮您找人，而不是我要负责维护。您是所有者，最终有责任维护财产而非我的财产。

nancy li <nancylyyyw@hotmail.com>

Hi Eason

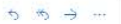
Fw: 272 # A



You forwarded this message on Mar 9/12/2021 9:37
Translate message to: English | Never translate from: Chinese Simplified



OU JUCHUN <juchunou@gmail.com>
Sun 9/12/2021 10:21
To: You



Eason:

9月9日我发现你的#4正在出租。我立即与你联系，见到你看你出了一些状况不明白。你和你室友电话nancy，但并未见电话。根据我了解，你这种行为是违法的。我也希望你停止这种违法的行为。但你并未解释原因。另外你从三月份起每月支付25%房租。我查看了相关法律是可以的，但你必须书面通知我，说明你受疫情影响的状况及今后如何归还欠租的计划，可是你并没有这样做。你是专业人士，在此我希望你今后我们之间租房的问题，一切按照我们之间的租约履行。任何有违租约的行为都是不可以接受的，对此你有任何看法，请及时与我联系。谢谢！
发自我的Pad



nancy li
Mon 3/5/2021 8:37
To: Jean Eason
Cc: OU JUCHUN



Hi Eason,

On September 9th, I found that your #4 was being rented. I immediately contacted you. After seeing you, you said something I didn't understand. You said you would write an email to Nancy, but I didn't see the email. As far as I know, your behavior is illegal, and I will also ask you to stop the rental. However, you did not reply with an explanation.

In addition, you have to pay 25% of the rent every month from March. I checked the relevant laws. Based on the rules, you must notify me in writing, explaining your situation affected by the epidemic and your plan for repaying the rent arrears in the future. However you did not do so. You are a professional, and here I hope that you will perform all the rental issues better in the future according to the lease agreement between us. Any violation of the lease agreement is unacceptable. If you have any views on this, please contact me in time.

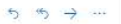
Thanks!

Mr. Bao

...



Jean Eason
Mon 3/5/2021 10:22
To: You
Cc: OU JUCHUN



Mr Bao,

As I will the other day, I am not remodeling the unit. I am only painting and installing new blinds. Someone rented me a favor and I used it for a FREE paint job and blinds. I was given some new furniture and did not want to put the new stuff in the unit in the current condition. Just so you know, when I moved in the unit was not newly painted and since I have been there it has not been painted since, so I took the initiative to do it on my own and again no charge to you.

As far as the COVID pay I did send an email back on March 5th, 2021, and this is a copy of what I sent to Nancy via email:

3. As these two months are the tax season, I pay a lot of fees, once late delivery will have a lot of fines, so I hope you can pay the rent on time, if for some reason late, please inform me of the exact date of payment.

The rent for March will be under the mat tomorrow. Due to COVID I have had a setback with work and can only afford to pay 25% of the rent payment until I get back on my feet. If you need proof just let me know. A money order for \$-95.50 will be there tomorrow. When my income improves then I will make arrangements to get back on track.

ERAP

4

JE

J'ean Eason
Tue 10/12/2021 22:30

↩ ↶ → …

To: You

Nancy,

Please contact your Uncle Mr Bao and ask him if he will cooperate with me to apply for the Emergency Rental Assistance Program (ERAP). This the state program to help Tenants get grant money to pay back rent due to COVID. Mr Bao does not have to do anything, other than respond to any phone calls or emails that the Owner will need to deal with. I will apply for the entire amount that is in the arrears.

Also I have a new roommate moving in and soon as I get the necessary information from her I will provide it to Bao.



ERAP

4

JE

J'ean Eason
Mon 11/15/2021 23:37

↩ ↶ → …

To: You

Cc: OU JUCHUN



Nacy,

Please send this message to Mr. Bao:

Bao,

I got a message from my roommate that you knocked on the door and began to harass her about who she is. I sent an email to Nancy back on October 12th, asking her to see if you wanted me to apply to the ERAP program for the back rent and to inform you I had a new roommate.

If you want contact information on my roommate let me know and I'll provide it, in the meantime I need you to stop knocking on my door harassing her and if you have any questions you can contact me. Even though the COVID moratorium is over, there is an extension in Alameda County and you are not allowed to contact me for rent or charge for late rent payments. I resumed paying the contracted rent of \$1,417 back in October.

Attached to this email is a copy of the City of Oakland Rent Boards decision and based on the report I'm supposed to start discounting my rent by \$353.50 until you make the required repairs and the necessary Notice Civil Code 827.

Also based on the decision you also owe me restitution of \$11,342.99 minus any back rent I owe you. Based on my records I owe you \$5,315 for unpaid rental payments during COVID so you can deduct that amount from the restitution, which leaves a balance of **\$6,027.99**.

Let me know how you wish to make this payment.

000117

On Fri, Jun 7, 2019 at 8:27 PM J'ean Eason <jean@mainscre.com> wrote:

Nancy,
Attached you will find a Asbestos Lab report, Proposal, Contract, and Letter from Synergy the company I contact about the Popcorn ceiling that your Uncle, Mr. Bao's worker disturbed and cut out when he came to work on the leaking windows. Please let him know that there is Asbestos and since the ceiling was disturbed it now has to be removed. I will not be able to stay here while the work is being done which means he will need to pay for me to stay in a Hotel while the work is being done, and there is a possibility all my things will need to be removed. But I will verify this. And also let him know you cannot just go out and have anyone remove the Asbestos it has to be a company that does this type of work because its dangerous and hazardous to my and anyone's health. Please provide him with the documents and have him let me know how he wants to proceed.
Thanks



272 Athol Ave Apt. A Oakland

2



J'ean Eason <jean@mainscre.com>

Wed 6/19/2019 22:24

To: You



2 attachments (6 MB) Download all Save all to OneDrive

Nancy,
Please let your Uncle, Mr. Bao know soon as possible that he has made a serious mistake and that I'm not just going to let this slide. He had someone come ver her to make repairs to my windows and whomever did the work attempted to cover up the patch of exposed Asbestos that I previously informed him that now we need to have the entire ceiling removed and that this is a serious health issue. He has a couple of options if he so chooses.

1. He can hire a Certified company like the one I contacted and have the remaining Asbestos removed and pay for my things to be moved into the other rooms and put me up into a Hotel until the work to remove the exposed Asbestos remediated.
2. I can contact an Attorney who will take legal action to ensure that the situation is handled appropriately or I will have no choice other then to protect myself.

It is not my intention to cause problems, as Mr. Bao knows I've been a Tenant for 6 years now, and I have helped him with his own real estate related issues. But this situation is serious and I will not simply accept a simple patching of a very harmful matter. I'm doing him a favor of even contacting him before I sought legal counsel. Since ehe has a hard time translating, he can have you or someone else speak on his behalf, but if I dont hear back of which option he wants to choose by Friday, I will contact an Attorney. Thanks and please confirm receipt of this email.



Nancy

Thu 6/20/2019 9:19

To: Jean Eason

Hi Eason

I passed your information to my uncle. But he is quite of confused. He don't understand what's wrong with the Asbestos. When the time he bought this apartment it was like this and nobody complained. Could you please explain why you want remove the whole ceiling?

Thanks

Sent from my iPhone

...

From: "J'ean Eason" <jean@mainscre.com>
Date: June 20, 2019 at 9:53:37 AM PDT
To: nancy li <nancylyyww@hotmail.com>
Subject: Re: 272 Athol Ave Apt. A Oakland

Nancy,

The Popcorn ceiling has Asbestos in it. Its fine to be there as long as it is not disturbed. Once the worker opened up that patch, it has become disturbed and needs to be removed. You cannot simply just patch it up. It is a well verified health hazard and quite liable for an Owner if the problem is not remediated properly. Simply not an easy fix. The quote that I sent is for the entire apartment, but that can be rather expensive because not only do we have to do the work but we would have to totally move out all my things put in storage and put me in a Hotel until the work is done. I'm willing for the sake of cost and time to just do the Living Room and move my things into the other rooms. But that will still require a fee for the time it will take for me to do that. I also need to be put up in a Hotel of my choice during the time for the repairs. Please let him know that if he has any Popcorn ceilings in any of his Units, once its disturbed it has to be removed. If not it could become a big lawsuit.

He can continue to have to gut fix the windows, and please make sure they clean up the dust and debris they leave behind, but the Ceiling is a separate issue. I need an answer by tomorrow if he is going to do the work the correct way or not or I will seek legal assistance because everyday Im here could be harmful for my health.



Nancy

Thu 6/20/2019 14:10

To: J'ean Eason

Hi Eason

I explained your email to my uncle. He ask me come over to see you together this Sunday. He want seat down talking about the solution with you in person.

Do you have time this Sunday?

Thanks

Nancy

Sent from my iPhone

...



J'ean Eason <jean@mainscre.com>

Thu 6/20/2019 16:27

To: You

I will not be available Sunday, early Saturday is good or anytime Monday after 3pm.

...

J'ean Eason



nancy li

Fri 6/21/2019 9:09

To: J'ean Eason

Hi Eason

Can we come over to your place on Monday Jun 24th at 5:00 pm ?

Thanks

Nancy

...

000119



J'ean Eason <jean@mainscre.com>

Fri 6/21/2019 9:16

To: You

That works



nancy li

Fri 6/21/2019 10:37

To: J'ean Eason

Good. See you then.

Sent from my iPhone

...



J'ean Eason <jean@mainscre.com>

Mon 6/24/2019 9:54

To: You

Good morning I will not be able to make it today at 5 PM we can reschedule for another night or day this week let me know what works also please let your uncle know the water is still dripping in my unit

...



nancy li

Mon 6/24/2019 10:01

To: J'ean Eason

We can do 6:00 today. Or even later.

Sent from my iPhone

...



J'ean Eason <jean@mainscre.com>

Mon 6/24/2019 10:26

To: You

I will not be there today. Any other day this week works

...

000120



Mon 6/24/2019 13:07

To: J'ean Eason

Which day you prefer. After 6:00 pm.
Just let me know
Thanks

Sent from my iPhone

...

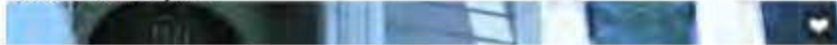


J'ean Eason <jean@mainscre.com>

Mon 6/24/2019 13:12

To: You

Tomorrow 5pm?



nancy li

Mon 6/24/2019 13:32

To: J'ean Eason

Ok

Sent from my iPhone

...



J'ean Eason <jean@mainscre.com>

Tue 6/25/2019 16:43

To: You

Stuck in traffic will not get home until 6:30pm.



nancy li

Sat 7/6/2019 09:51

To: J'ean Eason

Morning J'ean

My uncle ask me check with you about the suggestion he made last time when we met . What you you think? He want to know you prefer which option? Removing the ceiling continue living there or you find another place moving out he helps some moving cost?

Ok please let me or him know

Thanks
Nancy

Sent from my iPhone



000121

On Thu, Oct 3, 2019 at 9:13 PM J'ean Eason <jean@mainscre.com> wrote:

Nancy,

Hope all is well with you. Let Mr. Bao know that due to a family member passing away and me working a lot more than usual lately I have not had time to respond to him in regards to our last meeting dealing with the issues with my ceiling and the windows. Let Mr. Bao know that I'm not trying to be difficult or make a big deal out of this situation, my main concern is my health while maintaining residence in this unit.

I did consult with an Attorney who did advise me to go visit the City of Oakland to have someone from their office visit my unit to assess the damage that happened as well as other potential issues with my unit. I also had another Contractor stop by who also suggested that if I wanted to be safe have the Asbestos removed in the Living Room to insure that there are no other possible exposure issues.

I have not went down to the City of Oakland, and I'm confident that if I did they would possibly side with me and or possible find other violations and enforce some kind of compensation for me such as reduced rent for a period of time and potentially force Mr. Bao to remove the Asbestos and pay for me to be put up in a motel and pay to have my things moved temporarily.

I will be open to some type of buy out from Mr. Bao for me to move out sometime in the near future. I will Let the both of you know when and if that will happen. Can you ask Mr. Bao how much he would be willing to compensate me to move out. In the meantime, I am willing to work with Mr. Bao and not go to the City of Oakland but we have to work something out. Please let me know what Mr. Bao would like to do.

Thanks in advance.



Nancy

Wed 10/30/2019 19:49

To: jeasonre1999@gmail.com

Hi Eason.

If you are talking about the popcorn ceiling thing. He is waiting for your answer about the two options he offered you that day when we met.

So which one do you refer?

Replace the ceiling or you find another place and he help some moving cost?

Please let me know. Then I can tell him

Thanks

Nancy.

Sent from my iPhone



nancy li

Thu 11/14/2019 19:20

To: J'ean Eason

Hi Eason

I did not hear from you lately. so my uncle ask me ask you again about your decision.

He wants to know if you want fix the ceiling or want find another place to move to.

please let him know soon.

also he want me let you know, in the past couple of month, your rent always turned in late. from this month, he will start charging you late fee. if before 15th will add \$25, if pass 15th will add \$50.

thanks

Nancy

...



J'ean Eason

Sat 11/16/2019 19:28

To: You

Nancy,


I got your message. At this time we can't wait on the repair of the ceiling. As I stated in my last email, an Attorney suggested that I visit the Oakland Rent Board and file a claim for the work that was done and the fact that it was done improperly. That along with the leaking issues with the Windows and the peeling paint, I'm sure I would get rewarded some type of rent relief where as my rent would be reduced for a period of time. And since I don't believe the windows were properly repaired, when the rain starts and if the windows starts to leak again we are going to have some serious issues. If that happens I will let you know and we can seek a remedy at that time. I have been traveling a lot lately and have had someone put my check in the mail and I will work on that coming at a more timely manner. But I highly suggest that if Mr. Bao is going to start sticking to the rules on payment, then I may have to stick the rules as far as the repairs. I have been very flexible and understanding about them and it seems that me not causing problems is coming back to bite me.

I'm in the process of moving to a new place, but there is a lot of repairs that need to be made before I can move, how much is Mr. Bao willing to compensate me to move out?

Thanks



000122

 nancy li
Thu 11/21/2019 8:44
To: J'ean Eason

Hi Eason

Yes I did and explain to my Uncle.
Here is his replay:


Dear Jean c Eason:

First of all, [congratulations](#) on finding a new home! Last month, you contacted Nancy and said that you are ready to move. Nancy also contact you three times to ask questions, but did not receive a reply. I have been to your home several times to find you this month because I have not received your rent, but you are not there, call you and have not responded. Yesterday (November 19th) finally received your rent, you deducted \$300, but you have not notified me beforehand (you have previously obtained my consent), but I understand you may be busy preparing for moving.

You have lived here for more than 6 years. During this period, there were any problems in your house that need to be repaired. You would communicate with me in advance. I would pay you for repairs, solved problems in time, and worked together well. In May of this year, you proposed to repair the leaks that may occur in the household. Since that I have paid more than \$500 for repairs at your request and did not solve the problem, I decided to find a professional to repair it. In order to find the cause of the leak, the repairman opened a book-sized hole in the ceiling near the window for observation and inspection, and quickly found out the cause, completed the repair, afterwards recovered the ceiling. During this repair, you told me that this ceiling contains asbestos material, which will have a certain impact on the human body, and also gave me relevant reports, I am very grateful for this. In order to understand whether there is any substance in the indoor air that affects health, I communicated with you in time. And asked you help to find a professional to make a speculation. I also emailed you to repeat this concern couple times. In late June, I went to your home with Nancy. May be because you are busy, and there has been no clear reply.

Now you call to tell me that you are ready to move, and ask me to help some moving cost. I agree to pay for your moving expenses. At the same time, I will also pay for the inconvenience to you during the repair period in May, and the time you looking for professional company to detect the problem. But has to be a reasonable amount. So please let me know clearly that how much you suggest. Please reply as soon as possible, thanks!

Bao

 nancy li
Mon 12/2/2019 18:56
To: J'ean Eason

Hi Eason


My uncle want pass this letter to you:

Dear Eason

The last time you mentioned that you were ready to move, the emails to you regarding your request for moving house have not been responded to several times, so please take the time to reply. In addition, because I have to pay a real estate tax and related fees before the 9th of this month, there are many fines if any of them overdue. Therefore, I hope that your rent for December will be paid on time before the 5th. If you are busy, I will go to your place on the 5th or 6th of this month. Please tell me when it is convenient for you to be at home.

Thank you
Bao

...

 nancy li
Wed 12/4/2019 18:56
To: J'ean Eason


Hi Eason

My uncle called me right now. He said you told him you emailed me today.
But I did not get your email.

Could you please send to me again. Then I will translate for him.

thanks
Nancy


...

 J'ean Eason
Wed 12/4/2019 19:08
To: You

Please let Mr. Bao know I put my rent check under the mat at my front door. Also let him know that I deducted the garbage can fee, of \$75 per month which I do every 6 months for a total of \$450.

As far as me moving out, tell him to make me an offer of how much he is willing to compensate me for the move out. There is a lot of work being done so I'm not sure when the move out will be but it would be good to know how much he will offer. So again tell him to make me an offer.

Thanks



000123



nancy li

Thu 12/5/2019 13:08

To: J'ean Eason

Hi Eason

My uncle said he respect any decision you make. You can choose stay or move.
If you want stay, he will renew leasing agreement with you.
If you want to move, he will help the moving cost, but you have to give me a number.

Please let him know

thanks

Nancy

...



J'ean Eason

Fri 12/6/2019 10:59

To: You

Thank you, I will let you know.

...



nancy li

Thu 1/16/2020 9:27

To: J'ean Eason

Hi Eason

Next week I will be Oakland to visit my uncle. Can we meet in person have a talk. I can help you and him translate.

Please let me know.

Thanks

Nancy

...



nancy li

Wed 1/22/2020 9:57

To: J'ean Eason

Hi Eason

I am already here in Oakland.
Do you have time meet us on this Thursday or Saturday ?

Please let me know

Thanks

Nancy

...

000124



J'ean Eason
Wed 1/22/2020 10:23



To: You

Nanci unfortunately I lost a family member last week and I have been busy dealing with the funeral and such. Please let your uncle know that I am not moving anytime soon the property that I'm buying is a long-term project I may not move out until next year. But I will let him and or you know in plenty of time if and when that happens. As far as my apartment is concerned In regards to the ceiling and other various issues I'll get back with you at a later date of what I would like to see happen



nancy li
Tue 1/28/2020 16:50



To: J'ean Eason

Hi Eason

Sorry for your lost.
No problem, my uncle say he respect any decision you make.

Please let me know if you change your mind.

Thanks
Nancy

12/2/2021

Response to Appeal

J'ean Eason

Case: T21-0029

Re: Eason vs. Bao

Here are my responses to the appeal filed by Yuanqian Bao's that was submitted Nov. 29th, 2021.

Response #1 - Owner's statement are the same points he brought up in the original complaint.

Response #2 - photo was provided during original complaint.

Response #3 - Owner's response are the same points he brought up in original complaint.

Response #4 - Owner's response has nothing to do with decreased housing services.

Response #5 – Owner's claims are not accurate, nor do they deal with decreased housing issues.


Response #6 – The copies of our email chains appear to support the claims Tenant made in original complaint (T21-0029)

Ever Forward,
DocuSigned by:


55771EDE9AC54E6...
J'ean Eason

000127

RECEIVED

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5312 Oakland, CA 94612 (510) 238-3721	For date: DEC - 3 2021 RENT ADJUSTMENT PROGRAM OAKLAND APPEAL
	Appellant's Name: YUEN QIAN BAO	
Property Address (Include Unit Number): 272 ATHOL AVE #A, OAKLAND CA 94606		Case Number: T21-0029
Appellant's Mailing Address (For receipt of notices): 3901 GRAND AVE #503, OAKLAND CA 94610		Date of Decision appealed: 11-
Name of Representative (if any):		Representative's Mailing Address (For notices):

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

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

For more information phone (510) 238-3721.

Rev. 6/22/17

- I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim, (for example, you filed a decision, you were denied the right to defend your claims and what evidence you would have presented, state that on the record required in every case. You may desire to be heard without a hearing if sufficient facts make the determination not to hold a hearing.)
- The decision denies the Owner a fair return on my investment. (You may object on this ground only when your lack of being paid is based on a fact which exists. This form is not to be filled out if you have been denied a fair return and also, to the extent you are appealing your claim.)
- Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board are limited to 25 pages from each party. Please number attached pages consecutively. Number of pages attached: 21

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

I declare under penalty of perjury under the laws of the State of California that on 11-29-2021 I placed a copy of this form and all attached pages in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Juan Bason
Address	272 Athol Ave #A
City, State Zip	Oakland, CA 94606
Name	
Address	
City, State Zip	

	11-29-2021
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Rev. 8/22/17

Dear officials in charge of T21-0029:

My name is Yuanquan Bao and 75 years old. I am the landlord of 272 athol Ave #A Oakland CA 94606. For many years, I have managed this four-unit apartment. Although my English ability can only carry out simple communication, I can solve most of problems related to the maintenance of the tenant's housing as soon as possible. My and my tenants trust each other, except for Unit # A There has never been a similar complaint. Considering my poor English and I do not live in this apartment, we have reached an oral agreement after the plaintiff moved in in mid-June 2013. I will pay him a commission to help me manage part of the property. The job content is to be responsible for the cleaning of the public places in the apartment, and public lighting issues. This oral agreement was translated in person by my niece, Nancy, and the two parties had no objection. Besides, the other services that the plaintiff did for me were also oral agreements, and all received commissions according to the agreement (see our recent article for details). However, since he told me in February 2019 that a friend of his fell and was injured due to a lighting problem on the stairs, his approval of this oral agreement has changed. The lawyer made a truthful statement, and the records of the commission can be used to confirm the existence of the oral agreement between us. What puzzles me even more is that when I told him that I was appealing for this ruling, he suddenly referred to Nancy, who was translating between us, as my agent, and I immediately replied to refute (see the recent email for details). I can responsibly state that my other tenants have problems such as repairs, and I have resolved them in a timely manner, and I am deeply trusted by the tenants. If necessary, I will seek testimony. It is no exaggeration to say that most of my management work is spent on Uint #A. Of course, it is undeniable that due to my poor English and my incomplete understanding of the relevant housing laws in Oakland City, some flaws may occur and I will make improvements, but my original intention of doing my best to serve the tenants will never change. Now I express the following complaints regarding this ruling:

1. In late May 2019, I learned about the leaking problem of the Unit #A window. I immediately asked why after I had paid the plaintiff \$700 to find someone to repair it the same problem occur again soon. Although I was very unsatisfactory to his answer, I still asked professionals (CL#990883) to fix it again. After the plaintiff once again raised the issue of window leakage in an email in February 2021, I contacted the plaintiff by email and asked to meet as soon as possible to check the repair as soon as possible, but there was no reply.

2. The photo provided by the plaintiff for the hearing was a photo before the window got repaired.

3. When I learned that there was an asbestos pollution problem, I communicated with the plaintiff many times to find a solution, but I never got a clear reply. Later, the plaintiff said that he was going to relocate and raised the issue of compensation. I asked the plaintiff to provide a specific amount, but several communications with each other failed. Later, the plaintiff changed his mind not to relocate temporarily, but did not mention the asbestos pollution problem before complaining. Of course, it must be admitted that there is a flaw in repairing the leaking window (see the copy of the recent email for details), but I must give my opinion on the result of the judgment.

4. Rent increase issue: The rent has been increased three times since plaintiff moving in for more than eight years. From the original \$1250 to the current \$1417, each time the listed government paid the relevant documents on the rent increase range at that time. The plaintiff has never objected. This time, he claimed that the documents I had submitted were incomplete. The plaintiff kept telling me that I was a professional. Why didn't I file it at that time, but only now. What is the purpose?

5. The integrity of the two parties: I am a person who keeps promises, even if it is an oral promise, there is no bad record in history. However, I have reservations about the plaintiff's integrity. The reason is that the plaintiff's car crashed into the iron fence of the apartment's backyard seven years ago. He promised to repair it as soon as possible after the landlord next door told me. But no action has been taken so far. Adding to the fact that the plaintiff violated the promise several times, I had to raise my doubts. Some things happened in this apartment this year, which caused me a lot of losses. In early September, I discovered that Unit #A there was painting and decorating going on without my permission. I pointed out that this had destroyed the scene at the time of his complaint and must be stopped. But the plaintiff did not listen to dissuasion.

In this case, I have paid a fee to consult with a professional lawyer. Considering that I am unable to afford the high legal fees, I decided to handle the appeal of this case on my own. Since I don't know English well, please provide me with a Mandarin translation again, please. And hope to get a fair and just solution.

Thanks!

Yuanqian Bao

11/29/2021

000130

Fw: 272#A

发自我 iPad

以下是转发的邮件:

发件人: OU JUCHUN <juchunou@gmail.com>
日期: 2021年11月18日 GMT-6 下午9:45:29
收件人: nancy li <nancyliyyw@hotmail.com>
主题: 272#A

环境: 原邮件回复Eason一个电话, 内容如下:

Eason: 今天接到你的电话, 提及你10月12日邮件中你告诉我你有一个室友将入住, 因nancy最近工作忙当时并未告诉我此事, 只告诉我你要找中介帮你申请租金政府补助, 我让nancy查完后告诉我此事, 最近因有人向我家说有陌生人出入你的租房, 出于安全考量, 所以才敲门并询问, 你说是室友, 我无法理解, 现在我既然知道此事, 为此我咨询了律师, 我明确告诉你, 你这样做去违背了我们之间的租约, 请你纠正, 另外在九月份你在我同意, 信自读调查内, 我的经纪人告诉我这违背了租约, 我要求你作出解释, 可至今未得到回复。

你从今年三月份起至九月份每月付25%租金, 共七个月支付了\$7300美元, 你并未按规定给我书面通知, 也未通知疫情期间经济收入受影响的情况, 更未告知所欠租金的还款计划, 作为你这位专业人士, 这样做是否合乎法规, 你应比我们更清楚。

最后我告诉你, 对于这期的投诉, 我上周末未收到处理意见文件, 我与律师进行了讨论, 决定上诉, 并已与市府相关部门联系, 取得了投诉文本, 将在规定的时间内完成相关程序, 在此先通知你一下, 最近的电话有什么问题? 一直未得到回复, 下星期我会再给你电话就我们之前的问题进行沟通, 现在还有任何需要维修的问题, 请及时通知我, 望你尽快完成, 非常希望你能心平气和地来寻求解决问题。

上面提出的相关问题, 盼望你尽快回复。谢谢!

发自我 iPad

nancy li
Fri 11/19/2021 10:05
To: Jean Eason
Cc: OU JUCHUN

Hi Eason

I received your email today, mentioning that in your email on October 12th, you told me that you have a roommate who will move in. Because Nancy was busy with work recently, she didn't tell me about it, and only told me that you want me to help you apply for rent. I asked Nancy to check your old email and she told me that it did happen. Recently, someone reported to me that a stranger was entering or leaving your rented house. For safety reasons, I rang the doorbell to ask. You said it was harassment, and I couldn't understand it. Now that I know this, I asked a lawyer for this, and I clearly tell you that your approach violated the lease between us. Please correct it. In addition, in September, you decorated the interior without my consent. My agent told me that it violated the lease also. I asked you to explain, but I haven't received a reply so far.

From March to September of this year, you paid 25% of the rent each month. In seven months, you missed more than \$7,300. You did not give me written notice as required, and you did not notify me of the impact of economic income during the epidemic, and did not inform the repayment plan of the rent owed. As a professional, you should know better than us whether this is in compliance with laws and regulations. Finally, I tell you that for this issue of your complaint, I received the opinion document last weekend, and I discussed with the lawyer and decided to appeal. And has contacted the relevant department of the city government, obtained the complaint text, and will complete the relevant procedures within the specified time. I inform you first. What's wrong with your phone recently? Has been unable to get through. I will email you again next week to communicate with us about the problems between us. Now there are any problems that need repairs. Please notify me in time. I hope you can cooperate. I hope that we can solve the problems calmly and truthfully. For the related questions raised above, I look forward to your reply as soon as possible. Thanks!

Mr. Bao

Jean Eason
Sat 11/20/2021 10:18
To: You
Cc: OU JUCHUN
Bao,

I received your email. It's harassment to me if you come multiple times asking my roommate where I am, say my phone appears not to work, when my phone works perfectly fine and you can have your Agent/Contact person (Nancy) contact me via email anytime. I clearly emailed Nancy, your Agent, that I had a new roommate. This is not my first time having a roommate and since I've lived at 272 Atiol Ave, Units B, C, and D have all had multiple roommates move in and out. And when my Son came home from College I clearly informed you he would be moving in, as a roommate, and you never objected, asked for any paperwork or documentation. So why now is my roommate a violation when you have allowed not only myself but everyone else in the building to do the same? This is discrimination and I may have to seek legal advice moving forward.

As I told you before, someone owed me a favor, and I had my unit painted and new blinds installed at a discount. So I used it. Again, I had the entire apartment painted, new blinds installed and the windows sealed in a manner to better protect me. My apartment has never been painted since I lived there, and it was not painted before I moved in. Your former Tenant (Jerry Bailey) informed me of such. So again am I not entitled to a clean environment while living there? You have shown multiple times from prior experiences that you will not get things done to code or in a satisfactory manner with my health and safety in mind.

I sent Nancy an email (highlighted below) where I clearly notified her that I was having income issues due to COVID and could provide proof of such if needed. She nor you ever responded or asked for any proof of any kind, so you are incorrect. I clearly notified you of such.

As far as the decision that was made by the Hearing Officer, you are entitled to appeal as you so please. But until I receive notice I will reduce my rent as allowed under the City of Oakland Rent Board decision.

If you need to reach you have my number (510) 830-5471 and Nancy has my email.

Jean Eason

(Here is a copy of the email I sent to Nancy on Sept. 13th)

Jean Eason <JEason@8305471.com>

Mon 9/13/21 2:24 PM

Hi Nancy, I'm

Mr Bao,

As I said the other day, I am not remodeling the unit. I am only painting and installing new blinds. Someone owed me a favor and I used it for a FREE paint job and blinds. I was given some new furniture and did not want to put the new stuff in the unit in the current condition. Just so you know, when I moved in the unit was not newly painted and since I have been there it has not been painted since, so I took the initiative to do it on my own and again at no charge to you. As far as the COVID pay I did send an email back on March 5th, 2021, and this is a copy of what I sent to Nancy via email:

3. As these two months are the tax season, I pay a lot of fees, once late delivery will have a lot of fines, so I hope you can pay the rent on time, if for some reason late, please inform me of the exact date of payment.

The rent for March will be under the mat tomorrow. Due to COVID I have had a setback with work and can only afford to pay 25% of the rent payment until I get back on my feet. If you need proof just let me know. A money order for \$353.50 will be there tomorrow. When my income improves then I will make arrangements to get back on track.

Fw: 272#A

发自我 iPad

以下是转发的邮件:

发件人: OU JUCHUN <juchunou@gmail.com>
日期: 2021年11月22日 GMT-8 上午8:06:30
收件人: nancylyyww@hotmail.com
主题: A

译语: 帮我回复一下给A的邮件, 谢谢! 内容如下:

Eagan: 我上个电邮已就你寻找新室友的事作出了说明, 并表达了我的意见, 我不愿重复, 现就你电邮作出以下的回复。

1. 两年多前你的确说你的儿子准备入住, 但我并未有任何的表态。
2. #B#C#D有新室友入住我们都同意了房租, 重新签订了新的合同。
3. 你是专业人士, 更应懂得如何遵守我们之间的合约, 在未签订新租约前我不同意你擅自找新室友入住。
4. 从二月份起你只交25%的房租, 你并未提供正式的相关文件, 你是专业人士更应了解正确的程序。
5. 8月下旬开始你进行室内粉刷及更换窗帘等项, 并未征得我的同意, 因当时的投诉尚未结案, 这样做妨碍了你的投诉所表达的现场, 是一种不正确的做法。
6. 我正在就你的投诉案的处理结果作出申诉, 在此期间你应如何交租金, 希按相关政策规定处理。

7. 最近两个星期你的电话一直无法打通, 这是以前从未有过的情况, 不知道为什么。
你有任何问题, 欢迎随时联系沟通, 谢谢!

发自我 iPad

Hi Eason

In my last email, I explained how you were looking for a new roommate and expressed my opinion. I don't want to repeat it. Reply to your email as follows.

1. You did say that your son was going to move in more than two years ago, but I did not make any statement.
2. #B#C#D There are new roommates moving in. We have adjusted the rent and signed a new contract again.
3. You are a professional, and you should know how to abide by the contract between us. Before signing a new lease, I do not agree with you to find a new roommate to move in without authorization.
4. Since March you have only paid 25% of the rent, and you have not provided any formal relevant documents. If you are a professional, you should know the correct procedure.
5. You started to paint the interior and replace the curtains in late August, without my consent. Since your complaint has not been closed at that time, it is an improper practice to do so that hinders the scene of your complaint.
6. I am appealing the results of your complaint. During this period, how you should pay the rent, I hope to deal with it in accordance with the relevant policies and regulations.
7. Your phone has not been able to get through in the last two weeks. This is a situation that has never happened before. I don't know why.

If you have any questions, please feel free to contact us. Thanks!

Mr. Bao

Fw: 272#A

Jean Eason
Tue 11/23/21 00:01
To: You
Cc: OU JUCHUN
Bao

1. You did say that your son was going to move in more than two years ago, but I did not make any statement.

Glad you agree that you did not make a statement or request. So just like then, I told you someone was moving in and followed the same protocol.

2. #B#C#D There are new roommates moving in. We have adjusted the rent and signed a new contract again.

I have spoken to all past tenants in B, C, & D since I've been there multiple times and they all have confirmed that you allowed new roommates many times with little to no new paperwork. I still have contact with these individuals and they would confirm this if needed.

3. You are a professional, and you should know how to abide by the contract between us. Before signing a new lease, I do not agree with you to find a new roommate to move in without authorization.

You are right. I am a professional and I know that when an Owner designates someone as their Agent for their business it is up to that Agent to deliver messages to the Owner, and communicate on behalf of the Owner. Well Nancy, your niece is your Agent and I notify her every time I need to communicate with you since you have a hard time understanding English. When my Son moved in I notified you and at that time you did not request he fill out any paperwork or anything. You never objected in writing or verbally. So again when I got a new Roommate I notified your Agent, Nancy, and just like last time no response. Again I spoke to all the past Tenants who lived in B, C, & D, and they have confirmed you did not always sign a new agreement. So again that is discrimination that you decide to pick me out this time but did not make that a common practice.

4. Since March you have only paid 25% of the rent, and you have not provided any formal relevant documents. If you are a professional, you should know the correct procedure.

Again I contacted your Agent, Nancy, via email, and since you keep calling my Professionalism out, an email is an official document that can stand up in court. So again I provided notice and like most times there was no response.

5. You started to paint the interior and replace the curtains in late August, without my consent. Since your complaint has not been closed at that time, it is an improper practice to do so that hinders the scene of your complaint.

I do not have to get permission to paint and put in new blinds. Nowhere in my rental agreement does it say that. One of my complaints was about chipped paint that to this day you never tried to fix. All you and your wife did was complain during the hearing that you gave my money to fix the window and I explained to you several times that it did not properly address the outside of the window but you apparently did not want to hear any of that.

6. I am appealing the results of your complaint. During this period, how you should pay the rent, I hope to deal with it in accordance with the relevant policies and regulations.

In the hearing decision it clearly says that I can start paying the amount once we both receive the notice. You have made it clear you received it, so I will pay the discounted amount until further notice.

7. Your phone has not been able to get through in the last two weeks. This is a situation that has never happened before. I don't know why.

My phone works perfectly fine. I receive both calls, text messages and voicemails. My email still works and you can use that to communicate with me as well.

000132

nancy li
Tue 11/23/2019 10:42 AM
To: Jason Eason
Cc: GU JUCHUN

Hi Eason

I will pass your message to my Uncle.
But firstly, I have to correct one mistake in your email.

I am not his Agent. I just translate your message to him and translate his message to you. Nothing more than that.
I made nothing from doing this. Just a favor.

Thank
Nancy

Hi Eason

First of all correct you, Nancy is not my agent, she is my niece, because I am an old man and don't speak English well, so I asked her to help me with a voluntary interpreter. This situation has already been told to you. , You are quite clear. If you do not get a reply to any of your emails, you should continue to contact and get confirmation. As a professional, you should be clear about the correct specifications.

one. Reply to this email

- A. You said that most of your emails did not get respond. This is not true. Please show evidence.
- B. You did say that your son was going to move in. I did not say anything at the time, but when I got professional advice, I told you that everything will be done in accordance with the lease.
- C. You say that I discriminate against you, it is unreasonable, please take back this improper remark. #B, C, D do have new roommates staying in, but they had re-signed in accordance with the law and are available for inquiries. Therefore, if you have a new roommate, you must renew the lease.
- D. Nearly two weeks ago, I discovered that the door and other items I left outside the laundry room were moved to the garage and water heater room. I asked other tenants and they said they had not moved. Do you know? The debris moved to the water heater room collided with the water heater, causing damage to the water heater, and it had to be replaced at a cost of \$2,000. Your phone has been blocked these days, and I have not received any reply after texting you. I would like to ask by the way.
- E. I have no opinion on other matters as long as the correct laws and regulations are followed.

two. Review of related historical issues

1. In 2014, due to some rent and lease problems in my 35Av rental house, you said that you are a professional and you will manage for six months to ensure that the problem will be solved. Out of trust in you, we reached an oral agreement. A monthly management fee of 5% of the rent was paid to you. But after you managed it for nine months, not only did it not solve the problem, but it also triggered new complaints from the tenants. In the end, I handled it myself. But I still paid you the commission as promised.
2. After you moved in, we reached a verbal agreement. You promised to help me take care of the cleaning of the public aisles of the apartment and the lighting. During this period, Nancy helped me to translate, and specifically pointed out that if there is a problem with public lighting, you will help me deal with it in time. Or notify me immediately and solve it together. The cost has been gradually increased from \$50 per month to the current \$75 per month at your request. You have no objections for a long time. But in February 2019, you emailed me to tell me that your friend fell down on the stairs due to a lighting problem. I told you to ask your friend to see a doctor immediately and repair the lighting as soon as possible. I would pay all the expenses, but you did not do anything. After I came forward to find someone to repair it several times, it was finally completely repaired. In October of the same year, I received a notice from the court. Only then did I know that your friend fell in October 2018 and sued the court. I wonder why you told me after 4 months later? In order to deny responsibility, you deny the previous oral agreement between us. This behavior is very unethical. But I made a truthful statement to the lawyer of my insurance company in charge of the case, and I think you will also be investigated.
3. You once complained that you did a lot of work for me, but you didn't get paid much. For this reason, I will reply you specifically and clearly list the amount of the project that I should pay. They are that you managed 35Av for nine months at \$1800, helped write a tenant relocation subsidy document of \$1500, and helped to recruit tenants unsuccessfully, 200. Over the years, you have been responsible for the cleaning of public places in the apartment and the management of public lighting for a total of \$5290. You are responsible for finding someone to repair the window leakage problem for \$700, as well as the cost of minor repairs to your own house. Since all expenses are deducted from the rent, they can be found out. After investigation, the total amount you have deducted over the years is \$12,387. In addition to the above items, there is still \$2897. You said that it was the cost of minor repairs to your house many times, but you did not provide any receipts or invoices. Others No tenant has such a situation, which puzzles me.
4. Leaking windows in the living room caused the mildew problem next to the window: It originally occurred in October 2015, when you promised that you would find someone to repair it at a cost of \$700. You did not give me any invoice or receipt after the repair. When you notified me in late May 2019 that the window had a water leak and caused the mold on the side of the window, I was surprised. I asked you why. You were responsible for repairing the window and finally did not solve the problem. You replied some words that were contrary to common sense, which disappointed me. So I hired a licensed company to repair it and it was completely resolved.

5. Asbestos problem: It is undeniable that the workers did negligence in the repair process. In order to find out the cause of the water leakage as soon as possible, the workers cut a small hole in the ceiling above the living room window, ignoring the asbestos pollution problem. After it was pointed out, the workers took remedial measures in time and completed the repair soon. A few days later, you sent me a pollution report that you invited to a professional company. I took it seriously, and I immediately discussed a solution with you and asked you to go to the hospital for an examination. But I haven't got a clear answer from you. I have asked professionals about asbestos pollution. The answer is that asbestos dust pollution occurs when asbestos ceilings are cut, but as long as it is closed and repaired in time, there will be no dust pollution after the plaster mortar is applied and the paint is applied. The previous dust only needs to be cleaned. , There will be no more pollution within 72 hours. For this reason, I specifically checked the Internet, and there is indeed this report. Then your email stopped mentioning the pollution, but told me that you were going to relocate and asked for relocation compensation. Since I was not clear about the compensation policy, I asked you many times, but I did not get a clear answer. Later, you changed your mind and said that you were not going to move for the time being, and you never mentioned the issue of asbestos pollution. I think the matter is over.

6. The communication between us before your complaint: When you email me asking me hire you to manage this apartment, but I decline it, it may cause you to be unhappy. Your several emails reported that there are still water leaks and mildew problems on the windows. I take it seriously and keep making appointments with you to send professionals to check them to solve them as soon as possible, but I haven't been able to get your answer. At the same time, your email did not mention asbestos pollution, which puzzled me. Now I realize that you are probably preparing for a complaint, because the information you provided to the government is only part of what you sent to me, but my response is not shown at all. I can tell you responsibly, all your emails I have a timely reply. Please also provide my reply. This is fair. At the same time, I found that the photos you provided were all photos before the windows were repaired, and there were no photos after the repair. I went to your place to check on May 26 this year. You are not allowed to bring workers, but I found everything after checking. intact. You painted without my consent in August, which changed your situation when you complained. I don't know why.

three. other problems

1. Six years ago, you drove down the iron fence in the backyard, and you promised to be responsible for repairing it, but no action has been seen so far.
2. You sent the complaint file on March 10th. On March 11th, a tenant told me that the mailbox of the apartment was stolen. The mailbox is inside the apartment and there is a security door outside. Only the tenant has the key to open the door, and other people cannot enter. .
It's Thanksgiving, and I will send you an email, which may cause you inconvenience. I apologize! And wish you a happy holiday!

Mr.Bao

Reply Reply all Forward

272 Athol Ave Oakland Apt A

10 v



Jean Eason
Thu 3/12/2020 8:53
To: You

Nancy,
Please pass this message on to Mr. Bao.

Mr. Bao my apologies for the recent late rent payments. My family and I bought investment property and we have had to spend a lot of our money on fixing up the property. I know this has nothing to do with my rent payment here at Athol, but it put a strain on my capital thus making some of my payments late, and I felt it was worth bringing up. We have made the repairs so moving forward I plan to pay on time.

I also wanted to follow up on the condition and issues with my Apartment. After I spoke to an Attorney about the issue with the asbestos exposure he suggested I go to the City of Oakland Rent Board and get them to get involved. Based on my experience having gone to the Rent Board several times, the issues with the Asbestos not being remediated properly, the chipping paint in the bathroom, the windows in both the Living room and Kitchen still have not been repaired on the outside and I would not be surprised if there are still issues with mold inside the walls because the windows need to be taking out and resealed with new flashing and reinstalled. We have not had a lot of rain so the issue has not been as bad as it could have been but that won't be that way forever. I highly suggest Mr. Bao have someone do the job sooner than later because it could come back to cost him a lot more in the future. The reason the paint is chipping is due to the fact the my apartment was not painted when I moved in and I've been here over 6 years so it is long over due for a paint job.

I'm not a complaining type of tenant who brings up issue after issue but there are a lot of people out there who are and they go to lawyers and pick fights all the time, I know this very well since I manage other properties along with the one I own.

I have been getting contacted by Attorneys and Private Investigators about the accident on the stairs last year from when a guest of mine fell on the stairs. A large issue with that is because the lighting around here is not up to par and even today the light in the stairway is still not working and the Investigator took a picture and sure will inform the Insurance company for this property. A property I manage had an issue with a Tenant and when the matter was resolved the Insurance company dropped the policy so don't be surprised when this is over, Mr. Bao insurance company does the same.

I would like to offer my services to be the on site property manager and I could help Mr. Bao avoid a lot of these issues by making suggestions for what needs to be repaired or taken care of. I can have the work done, of course with his approval, and save him money and time. I have a lot of handymen and contractors at my disposal. Mr. Bao already pays me \$75 per month to take out the garbage which amounts to \$450 every 6 months. If he is willing to pay me \$550 per month, and we can just reduce my rent by that amount, I will save him time and money by being on top of things here at the building. Let him know this is a small amount yearly compared to what it could cost him if he continues to operate his building like this.

The Tenant protection laws have changed a lot and its a lot to manage but I could help him avoid a lot of issues if he is willing to work with me. I could do the following:

1. Take out and bring in the garbage cans at no additional cost.
2. Except rent payments from Tenants when necessary and drop off at the office on Grand Ave. every month
3. Take repair request from Tenants, have work done and provide Mr. Bao with Invoice for work all with his approval.
4. Make suggestions on what repairs and routine maintenance to do to avoid future issues.
5. Be a resource with any other properties he has issues with.

Remind him I helped with his property on 35th Ave and we did have some success with other Tenants and I can help him avoid a lot of issues again if he is willing to compensate me fairly. Let me know if you want to get on the phone on a 3 way call to discuss further or meet in person if he is interested.

Also please let Mr. Bao know my Son came back from College and is back in Oakland looking for work and moved back into the apartment until he finds a job, so if Mr. Bao see's him around he knows why.

Thank

Hi Eason,
I passed your message to my Uncle.
here is his response:

Hi Eason,

Nancy translated your email into Chinese and sent it to me. First of all, congratulations on your purchase and completion of the renovation of the investment house. At the same time, thank you for your enthusiastic suggestion that you help me manage the house, but I cannot communicate because I do not speak English. Therefore, I plan to find a professional who understands Chinese and English in the future to assist management. I have had many face-to-face and written communications with you through Nancy for a long time, and almost all the housing-related problems you raised have been solved in time. Now repeat all the questions you asked again:

1. Window leaking problem: You raised the problem of window leaking four years ago. At that time, I immediately discussed with you the repair plan and agreed with your proposal that you will be responsible for finding someone to repair it. I paid for it. At that time, you deducted \$ 500 from the rent. Multiple window repair costs. Last March, you mentioned that the window still has water leakage. I asked you if you had someone to repair it. I don't understand your reply, so I decided to ask a professional to check it carefully and find out that the source of the leakage is on One floor, so it was completely restored. After the rainy season, no water leakage occurred, and this repair has a three-year warranty.

2. Asbestos problem: In the process of repairing windows last year, in order to find the cause of water leakage, the repairman opened a book-sized hole in the ceiling of your house near the window for inspection. After finding out the reason, you immediately sealed it. You found a professional company to detect asbestos Dust problem, after repairing the opening of the ceiling, I have written notice to you to find relevant professionals to test again for problems, and promised to discuss with you if there is a problem, but I have not received your reply, so I think that the matter has been resolved.

3. Your friend's fall problem: Six years ago we had a verbal promise that I paid you \$ 60 a month, and last year I increased it to \$ 75 a month according to your requirements. You are responsible for cleaning the public health of the apartment and helping Check for common lighting problems and notify me to fix them if there is a problem. No problems occurred for many years, and I didn't receive any message from you until February (2019) last year, telling me that your friend fell on the staircase leading to the garage because the lights in the public lighting department did not turn on. I immediately asked Please ask Nancy to email you for details. At the same time, please ask someone to help with the repair. After a few days, you will be asked about the repair situation. You said there is no problem. It was not until October 2019 that I received a notification from a relevant lawyer that I knew that your friend had referred the case to a lawyer as early as October 2018. So far I don't know who was involved in the accident and what happened at the time. Why didn't you notify me immediately? Since I purchased liability insurance for the house, I leave it to the insurance company. At the same time, in December last year, I also followed the instructions of the insurance company and asked a licensed professional to repair the public lighting department. After several inspections, the lighting has been restored to the staircase. If the light bulb is damaged, please follow the agreement between us Please help me change it, and I will pay the fee with the invoice.

4. The problem of house repair: All my tenants brought me a reasonable repair of the house, and I will immediately solve it in a timely manner. Therefore, this problem has never occurred in many years. Everyone is like friends, except your friend this time. No lawyer problem has ever happened. Your house #A and #C were both formally renovated at the same time 7 years ago. #C has no problems so far, and you haven't raised any major issues before. At the same time, because you proposed to me in June that you were ready to move and asked me to pay you some compensation, I immediately asked your request, and went to interview with Nancy, wait for your reply, and then emailed you to contact you. And did not get a clear response. As long as you have a reasonable request for the repairs you asked this time, please arrange for interviews in a timely manner (because I have gone to your place many times or have seen your friends live) and I will deal with them in a timely manner.

5. Late rent payment: According to the lease agreement between us, rent should be paid before the 5th of each month. Late payment will be subject to late payment. For so many years, you have rarely paid the rent on time, but you have never paid the late payment. You are a professional, and I believe you know the norms better than I do.

6. Other matters: Your letter mentions that you handled 95Ave for me. I believe you should remember that in order to solve the problem of no lease and full room in the house # 4, you promised that you will be responsible for managing this apartment (4 units). All problems will be solved within 6 months. As a result, you managed for 9 months in 2014, and I paid you more than 2000 yuan, nothing was resolved. In 2015, I reached a relocation agreement with # 1 and # 3. I asked you to help write a relocation compensation letter in English. I will also pay you the corresponding fee according to your requirements. Another thing I haven't mentioned to you for many years. I don't know how you dealt with the problem # 4. Later, he complained to the city government that I sent you to harass and threaten them, which made me very passive. Coordination from the housing sector was resolved. Finally, regarding your son's coming to live here after graduating from college, we will handle it according to our lease.

Finally, I repeat, you have paid your rent almost every month for so many years, but you have never paid any late payment fees as stipulated in the contract. It is a lot of money for so many years, and in order to charge your monthly rent, phone calls and door-to-door visits have consumed a lot of my time and energy. I am already a 70-something person, and I can't loss this for a long time. I hope you can fulfill your promise to pay the rent on time in the future. At the same time I reiterate that if you continue to live here under the lease, we will still live in harmony as friends. If you still have the relocation request that you made to me a few months ago, the issue of relocation compensation can still be resolved by both parties through consultation. Thanks again for your letter!

Mr. Bao

000134

You forwarded this message on Fri 3/27/2020 16:52



Jean Eason
Tue 3/24/2020 23:04
To: You



5 attachments (2 MB) Download all Save all to OneDrive

Nancy,
Please pass this message on to Mr. Bao.

I received your message from Nancy. Here are my responses.

1. Window leaking problem: You raised the problem of window leaking four years ago. At that time, I immediately discussed with you the repair plan and agreed with your proposal that you will be responsible for finding someone to repair it; I paid for it. At that time, you deducted \$ 500 from the rent. Multiple window repair costs. Last March, you mentioned that the window still has water leakage. I asked you if you had someone to repair it. I don't understand your reply, so I decided to ask a professional to check it carefully and find out that the source of the leakage is on One floor, so it was completely restored. After the rainy season, no water leakage occurred, and this repair has a three-year warranty.

As I've tried to explain before, the issue with the Windows are they need to be taken out entirely, install flashing, reseal the windows, and reinstall the windows and seal the outside with caulking. What you had you had done recently was only to patch up the inside drywall and seal the edges on the outside with caulking.

When I originally notified you of the issue with the window, I made it clear that the repair that was made and I deducted the \$500 that was only to fix the inside which was to replace the dry rot wood behind the drywall and replace the drywall that was damaged on the inside. The guy put caulking on the outside and told me it would only last temporary. And like he said it did. He also said in order for the window to not leak it needed to be taken out and reinstalled. I did communicate that to you but you never followed up. We got away with it for awhile because that was when we had a drought for a few years so it did not come about but in time it has gotten wet again and the issue will continue.

Then I alerted you again about the issue last year in March 2019 and found someone to fix it. He wanted \$750 to take both windows out entirely, repair the damaged dry rot, install new flashing, put the window in and reseal it. You said that was too high and you would find someone else. That is the person who took out the asbestos and how we ended up where we are. And just so you know, the caulking will only last temporary because there is a gap in the edges because again the windows were not properly installed from the beginning.

If you look at the picture I attached you will see water stains on the drywall inside the kitchen hav appeared again from when you had then guy you hired repair and again because the window was not taken out and new flashing installed the window is still going to leak and water will come in when it rains. The only reason it has not been a major issue is because it has not been raining that much this winter, but trust me soon as it does the problem will arise, thus causing more damage.

2. Asbestos problem: In the process of repairing windows last year, in order to find the cause of water leakage, the repairman opened a book-sized hole in the ceiling of your house near the window for inspection. After finding out the reason, you immediately sealed it. You found a professional company to detect asbestos Dust problem, after repairing the opening of the ceiling, I have written notice to you to find relevant professionals to test again for problems, and promised to discuss with you if there is a problem, but I have not received your reply, so I think that the matter has been resolved.

If I wanted to be a jerk I could have found a good lawyer to cause an issue but to be honest I'm too busy for that and only visited one to see what my options were. I'm trying to work with you just like you are with me, so that's why I'm proposing working with me to help resolve not only my issues but others you have if we include it in my scope of work.

The main issue with the Asbestos is that you cannot disturb it and simply patch it up. Legally it needs to be remediated (removed). I informed you of that soon as I noticed the piece had been cut out and I told you to not touch it and you went ahead and did it anyway and I felt disrespected. I believed we have worked well together but with that action felt your didn't care about my health only about getting the repair one cheap as possible. That is not good business.

3. Your friend's fall problem: Six years ago we had a verbal promise that I paid you \$ 60 a month, and last year I increased it to \$ 75 a month according to your requirements. You are responsible for cleaning the public health of the apartment and helping Check for common lighting problems and notify me to fix them if there is a problem. No problems occurred for many years, and I didn't receive any message from you until February (2019) last year, telling me that your friend fell on the staircase leading to the garage because the lights in the public lighting department did not turn on. I immediately asked Please ask Nancy to email you for details. At the same time, please ask someone to help with the repair. After a few days, you will be asked about the repair situation. You said there is no problem. It was not until October 2019 that I received a notification from a relevant lawyer that I knew that your friend had referred the case to a lawyer as early as October 2018. So far I don't know who was involved in the accident and what happened at the time. Why didn't you notify me immediately? Since I purchased liability insurance for the house, I leave it to the insurance company. At the same time, in December last year, I also followed the instructions of the insurance company and asked a licensed professional to repair the public lighting department. After several inspections, the lighting has been restored to the staircase. If the light bulb is damaged, please follow the agreement between us Please help me change it, and I will pay the fee with the invoice.

In the beginning you agreed to pay me \$50 and I did so for several years. We did not increase the pay until 2018 and when you do the math, that is only \$18.75 per week to take out garbage and do minor sweeping. To do a thorough job it would take at least a couple hours a week and I dont work for \$9 an hour. If you remember you have hired tow different people, Terrance and Joe to do handyman work and they both walked off the job and they both complained about the same issue, that you make an agreement and agree to price and the add to the job, but dont want to pay more, even though it will take more time. My time too is valuable and I cannot work for anyone who dont appreciate my work or respects me. But I'm willing to let things be in the past and work with you to improve the performance of your property and keep things running better for you. In regards to the lady who fell and broke her ankle, I did inform you of the accident and told you she said she might got get a lawyer. You did later ask me about the helping install lights and I did tell you I would if I had the time but to not count on that because I was very busy. Plus again that takes time and for me to find out what kind of lights work, go to the store to get them, have them installed and then to have you complain about the price like you have several times in the past. To be honest I did not want to get involved with that, because my time is valuable and if I do work for someone, I deserve to be paid fairly and respected in the process.

If you look at the pictures, the lights are out again and again are in a spot for a another possible accident if someone else should fall and hurt themselves. But if you were to hire me for a mutually agreed upon price, I would make sure those kind of things would not happen.

4. The problem of house repair: All my tenants brought me a reasonable repair of the house, and I will immediately solve it in a timely manner. Therefore, this problem has never occurred in many years. Everyone is like friends, except your friend this time No lawyer problem has ever happened. Your house #A and #C were both formally renovated at the same time 7 years ago. #C has no problems so far, and you haven't raised any major issues before. At the same time, because you proposed to me in June that you were ready to move and asked me to pay you some compensation, I immediately asked your request, and went to interview with Nancy, wait for your reply, and then emailed you to contact you. And did not get a clear response. As long as you have a reasonable request for the repairs you asked this time, please arrange for interviews in a timely manner (because I have gone to your place many times or have seen your friends live) and I will deal with them in a timely manner.

For the most part you have been on top off all the repairs. The biggest issue again is the Leaking windows and the issue with the asbestos exposure. When I moved in, the lease was arranged by Jerry Bailey, your former Tenant, and he made it clear the unit had not been repainted only wiped down. It was fine then but now that was 2013 and there is paint peeling off and in the bathroom and other minor issues that I recommend you deal with sooner than later.

5. Late rent payment: According to the lease agreement between us, rent should be paid before the 5th of each month. Late payment will be subject to late payment. For so many years, you have rarely paid the rent on time, but you have never paid the late payment. You are a professional, and I believe you know the norms better than I do.

Again I apologize for the late payments and will do my best to get them to you on time.

6. Other matters: Your letter mentions that you handled 35Ave for me. I believe you should remember that in order to solve the problem of no lease and full room in the house # 4, you promised that you will be responsible for managing this apartment (4 units). All problems will be solved within 6 months. As a result, you managed for 9 months in 2014, and I paid you more than 2000 yuan, nothing was resolved. In 2015, I reached a relocation agreement with # 1 and # 3. I asked you to help write a relocation compensation letter in English. I will also pay you the corresponding fee according to your requirements. Another thing I haven't mentioned to you for many years. I don't know how you dealt with the problem # 4. Later, he complained to the city government that I sent you to harass and threaten them, which made me very passive. Coordination from the housing sector was resolved. Finally, regarding your son's coming to live here after graduating from college, we will handle it according to our lease.

I was hired to be a temporary Manager for your property on 35th Ave but the main objective to assist you to encourage the long term Tenants to relocate. That was unsuccessful because they know they had a status as a protected Tenant via Rent Control and they knew that is valuable so they were obviously in no rush to vacate.

Again, I was only there for support and offered no guarantees and that's because I needed to be very careful how we handled that situation because the last thing we needed was for them to bring a lawsuit for harassment. Almost all tenants say the work harassment when the owner contacts them about an issue with their unit. I have witnessed Landlords being sued by tenants many times and its not good and can be very costly to the Owner. Yes I did assist with the relocation efforts with the other Tenants and you paid me and I appreciated working with you. And despite our struggle to speak to one another verbally, we still found a way to work and we still were able to achieve our goals.

I manage other properties for friends and family and provide an work hard to achieve providing an excellent service by:

I manage other properties for friends and family and provide an work hard to achieve providing an excellent service by:

- Staying up to date with Rent Control laws
- Keep a list of quality, reliable, and good handymen on deck at all times.
- Visit the properties to make sure the Owner and Tenants needs are being met
- Maintain a maintenance schedule to avoid potential lawsuits or financial issues for the owner.
- I collect no rents or am I responsible for any of the bills or financial obligations, or payments. I can collect if need be but I prefer to not get involved with that. Just deal with maintenance, keep good communications with both the Owners and Tenants

If you work with me and hire me to be the on site manager, I'm sure we can communicate in manner where we can be productive like we did in the past. And there are apps that I can use to communicate with you in the most effective manner.

I look forward to hearing your response.

Thanks



000136

Fw: A letter from Mr. Bao

Hide message history

From: OU JUCHUN <juchunou@gmail.com>
Sent: Sunday, February 7, 2021 20:12
To: nancy li <nancylyyyww@hotmail.com>
Subject: 给272 #A

玮玮: 请帮翻译一下给 #A 的邮件传给他, 谢谢!

XX: 又到了你付房租的时间了, 多年来你一直都未按时付过房租, 每次都要我多次与你联系, 到你处提取, 耽误我太多的时间和精力。也从未支付过押金, 实在太累人了。希望你今后能按租房合同约定按时交纳每月房租, 如迟交了请按合同约定办事。今年疫情期间我也未加收你们的租金, 但各项税收水电等费用却不断增加, 我们也很艰难, 希望你能理解。同时希望你如有需要维修超过 \$50 的, 必须事先与我联系, 征得同意。打碎机不通找工人处理只需 \$50, 不知你为何需 \$150? 下不为例。另外过道灯已彻底修复好了, 如有灯泡坏了, 按照我们之间早已商定的协议请及时更换, 材料费我会支付, 避免意外发生, 如有任何其他问题必须及时通知我。谢谢!
发自我的iPad

Hide message history

Translate message to: English | Never translate from: Chinese Simplified



nancy li
Tue 2/9/2021 8:08
To: Jean Eason
Cc: OU JUCHUN

Hi Eason,

It's time for you to pay the rent again. For many years, you have not paid the rent on time. I have to contact you many times every time to pick it up from you, which wastes my time and energy. You have never paid late fee, which is really tiring. I hope you can pay the monthly rent on time according to the rental contract in the future. If you are late, please follow the contract pay the late fee. During the epidemic this year, I did not charge your rent, but various taxes, water, electricity and other expenses have been increasing. We are also very difficult. Hope you can understand. At the same time, I hope that if you need to repair anything over \$50, you must contact me in advance to obtain consent. Otherwise I cannot pay you back. As for the garbage disposal this time, I can find a worker to deal with it for only \$50. I wonder why you need \$150? This is just an example. In addition, the aisle lights have been completely repaired. If any bulbs are broken, please replace them in time according to the agreement between us. I will pay for the materials to avoid accidents. If you have any other problems, you must promptly notify me.
Thank you!

Mr.Bao

Fw: A letter from Mr. Bao



Jean Eason
Tue 2/9/2021 13:35
To: You
Cc: OU JUCHUN

Bao,

Got your email. In regards to my payments, if you recall, in the beginning of my Tenancy we had no problems and I either sent it in or had you pick it up on time with no problems. Also when it came to issues and or repairs we worked in tandem and things were going smoothly. As time went on and I either helped you deal with issues with your other property on 35th Ave in Oakland or small tasks around Athol Ave, I began to notice that you don't always honor what you either say you're going to do or try to change things during the process. Most of our issues revolve around the two (2) windows that still to this day have not been repaired in a manner to stop the flow of water inside or have you had someone remediate the obvious mold or mildew issues that still exist to this day. In fact I went out of my way to inform you to not disturb the ceiling in my apartment due to possible asbestos and you and your worker did it anyway. That was a sign of total disrespect for my wishes and my health and you made it even clearer that all you're concerned with is my rent payment. So if that is the case I will get it to you in a timely manner until I vacate the unit. I am a tenant with rights and based on our agreement I'm entitled to a safe clean environment and due to many deferred maintenance issues that part of our agreement is not being provided on your part. That being the case I believe I'm well within my rights to seek some type of action to remedy the many issues affecting my Tenancy. I'm a customer and one would think you go out of your way to satisfy your customers but you seem to show all your concern with the rent payment, with little regard to maintaining a safe and clean environment for me and others.

Not sure if you are aware, based on City of Oakland laws, you as a landlord cannot charge late fees now or since March 2020 due to COVID pandemic. In fact as a Tenant I do NOT have to pay anything if I cannot and only have to pay 25% of my rent (\$354.25) to stay in compliance. Also when the moratorium went into effect last year, it also stated that you cannot just evict for back rent and have to give me up to a year, after the moratorium is over, to pay you back with no interest. Regardless I have still paid you the rent each month and yes my income has been affected but I still pay every month. Did you know the moratorium has been extended until September 30th, 2021? So that means I do NOT have to pay you or pay late fees until that date as well as you would have to wait until September 2022 to collect all my back rent and file for Eviction. I know all this because as I've told you before I manage property for my family and I have to stay abreast of all the laws going on to properly deal with the tenants and make sure that all of their reasonable request are address so they continue to pay their rent on time and have a safe clean place to live. Sound familiar? I highly suggest that you think about how you want this to go moving forward, Would you prefer I don't pay anything until this is all over?

I see it's time again to set the record straight with our agreement in regards with 272 Athol Ave and what we've done in the past, with 35th Ave. You pay me \$75 per month to take out and put back the garbage cans every week. You have me deduct 6 months of payments every 6 months. I sweep up as a courtesy on top of my garbage can duties. As far as the light bulbs are concerned I informed you that someone fell on the stairs one night and due to most if not all the lights not properly working you could expect an Attorney to contact you soon. Soon after that time you asked me to put one in to see how it goes and if I could go to the store to get more and install them around the property. I told you if I get a chance I would install one and let you know how it goes. I put one in a few days later and it didn't work and told you it didn't and you needed to address it. In fact I was told that one of your former tenants who is an electrician informed you that the wiring is bad and needs to be addressed but you have since declined. So again based on our agreement I take out the garbage cans, that's it. There was and is no other agreement in place for any other services. As far as 35th Ave was concerned, I helped negotiate the move out of two of your tenants and took on the role of helping you find new tenants for another unit in the same property. After getting an agreement with the two Tenants to move, you paid me \$1500. Then you proceeded to help me find a tenant for your other unit and since you found someone on your own, you did not pay me for my additional time and energy. That was the first time I realized that you change the terms of deals if you can do it for less than what you thought. The right thing to do is to pay me for my time and energy regardless of who found the tenant, but apparently you saw it differently. Remember I approached you last year about Managing your buildings because I noticed all the deferred maintenance issues and potential issues that could arise but being consistent with how you do business, you made it clear you didn't like how I worked in the past, and you would do it yourself or find someone else to handle things moving forward. I guess my fee was too much which does not surprise me.

The rent for February will be under the mat Thursday when I return from out of town.

000137

包先生

收到您的电子邮件。关于我的付款，如果您还记得的话，在我开始租约时，我们没有遇到任何问题，我要么寄来了，要么让您按时领取，没有问题。同样，当涉及到问题和/或维修时，我们协同工作，一切进展顺利。随着时间的流逝，我要么帮助您处理位于奥克兰第35大街的另一处房产的问题，要么帮助您解决Athol Ave周围的小任务，我开始注意到您并不总是尊重您所说要做的事情，或者尝试在此过程中进行更改。我们的大多数问题都围绕着两扇窗户，至今仍未修复，并仍然存在的明显霉菌或霉菌问题。实际上，我竭尽全力通知您因为可能的石棉不要打破我公寓的天花板，无论您和您的员工都这样做了。这表明我完全不尊重我的意愿和健康，您更清楚地知道，您所关心的只是我的房租。因此，在这种情况下，直到我退租时，我还会与您讨论此事。

我是一个有权利的租户，根据我们的协议，我有权获得安全清洁的环境，并且由于许多延期的维护问题，因此您未遵守我们的部分租房协议。既然如此，我相信我有权利寻求某种行动来补救影响我租约的许多问题。我是一名客户，可能会认为您已经尽力满足您的客户，但您似乎对房租表示出所有担忧，几乎没有为我和他人维持安全清洁的环境。

不确定您是否知道，根据奥克兰市法律，由于COVID大流行，您作为房东不能立即或自2020年3月起收取滞纳金。实际上，作为房客，我不必支付任何费用，而仅需支付房租的25% (354.25美元)即可保持合约。另外，去年的暂停执行禁令中，它还指出，您不能要求租客偿还拖欠的房租，而必须在暂停结束后给我长达一年的时间，以无息还清您。不管怎样我仍然每月都付给您租金，是的，我的收入受到了影响，但我仍然每月都付。您是否知道暂停时间已延长至2021年9月30日？因此，这意味着我无需在截止日期之前付给您或支付滞纳金，您必需等到2022年9月才能收取我所有的回租并申请驱逐。我了解所有这一切，因为正如我之前告诉您的那样，在为家人管理财产之前，我必须了解所有现行法律以正确处理租户，并确保他们提出的所有合理要求都得到解决，以便他们继续准时支付房租，并有一个安全干净的住所。听起来有点棘手，我强烈建议您考虑一下如何使其向前发展。您希望我在一切都结束之前不支付任何费用吗？

我看到是时候再次根据我们与272 Athol Ave达成的协议以及我们过去在35th Ave所做的事情来打破记录，您每月支付我75美元，以取出并每周归还垃圾桶。您让我每6个月扣除6个月的付款。出于礼貌，我清扫了我的垃圾桶工作。就灯泡而言，我告诉您，某人晚上摔倒在楼梯上，由于大多数（如果不是全部）灯不能正常工作，您可能会希望律师很快与您联系。不久之后，您要我放进去看看情况如何，以及是否可以去商店购买更多物品并将它们安装在物业周围。我告诉您，如果有机会，我会安装一个并告诉您它的运行情况。几天后我放了一个，但它没有用，并告诉您它没有用，您需要解决它。实际上，有人告诉我，您的一名前电工，告诉您布线不好，需要解决，但此后您就拒绝了。再次根据我们的协议，我取出了垃圾桶，就是这样。对于任何其他服务，目前也没有其他协议。就第35大街而言，我帮助谈判了您两个租户的搬迁事宜，并担任了帮助您为同一物业中另一个单位寻找新租户的角色。与两个租客达成协议后，您付给我\$1500，然后，继续帮助为其他单位找到一个租户，并且由于您自己找到了某人，因此您没有为我付出额外的时间和精力。那是我第一次意识到，如果您能以比您想像的少的价格进行交易，便可以更改交易条款。正确的做法是，无论谁找到租户，都要为我付出的时间和精力给予报酬，但显然您对它的看法有所不同。请记住，我去年与您联系过有关建筑物管理的问题，因为我注意到了所有延期的维护问题和可能出现的潜在问题，但与您的经营方式保持一致，您清楚地表明您不喜欢我过去的工作方式，并且您可以自己做，也可以找其他人来处理前进的事情，我想我的费用太多了，这不足为奇。当我从外地返回时，2月的租金将于周四被放在地毯下。

Fw: 回复272#A



You forwarded this message on Thu 2/18/2021 10:52.



Jean Eason
Tue 2/16/2021 1:09
To: You
Cc: OU JUCHUN



eBao,

Let me set the record straight. When my window was repaired I told you at the time that it would only repair the inside drywall and wood on the inside and that both windows, Living room and Kitchen, need to be taken out and new flashing installed so the windows don't leak again. I told you the work that was done would only solve the inside issues and there was silicone put in the cracks but that would only fix the issue temporarily. The person you had done the work only addressed the inside and unless he took out both windows and replaced the window flashing and reinstalled the windows the problem will come back. And yes he only cut out a small portion but after doing so again, I told you not to disturb the ceiling because of the asbestos and you had them do it anyway against my wishes. We will not agree on how things went so I will deal with it as need be and inform you at the proper time on how to proceed.

As far as 35th Ave is concerned, I was hired to assist in getting the tenants to relocate that was it. I was not the property manager long term. We did not have a contract or any other terms negotiated so I have no idea what you're talking about as far as being a manager. If the people in #4 told the City of Oakland I threatened them that is totally untrue. I'm a professional and I don't do business that way. When it became obvious that your Tenants in #4 would not move out we backed off and worked on getting the tenants in #1 & #3 out. I did my job you paid me. The other vacant unit as I mentioned before, you did not honor our agreement, you hired me to do a job and let someone else bring you a tenant. You did not tell me I was not the only one working on it but again that is OK that's how you operate and that's fine, I don't do business that way but that's your choice.

Bao I don't know why you keep trying to add duties to our original agreement for the garbage cans. You said yourself you don't speak or understand English very well so you must have misunderstood what I said when you asked about the lights. I told you they were out and have been out for some time. You asked me to check it out and I told you I would see what I could do but didn't make any promises or would I be responsible. When I went to the store I got a light bulb for a lamp, tried it outside and told you soon after it did not work and you needed to have someone check it out. Your former Tenant Mr. Cyrus told me soon after that he told you the lights need to be rewired to work properly. That was it! Again our agreement is for me to take the garbage cans in and out and I sweep up leaves as a courtesy, nothing else. When my friend fell on the steps I told you soon after what happened and to get prepared to hear from an Attorney because she hurt herself really bad.

As far as COVID is concerned don't worry about that for now I will inform you about any of that at a later date if necessary.



000138

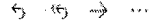
Fw: 回复272#A



Translate message to: English | Never translate from: Chinese Simplified



nancy li
Thu 2/18/2021 10:52
To: OU JUCHUN
Cc: Jean Eason



包先生,

让我澄清事实。修好窗户后,我当时告诉您,这只能修复内部的石膏板和内部的木头,起居室和厨房的窗户都需要取出,并安装新的防水条,以免窗户漏水再次。我告诉过您,所做的工作只会解决内部问题,并且裂缝中会塞入硅胶,也只会暂时解决问题。您的工人只能暂时解决问题,除非他取出两个窗口并更换重新安装新窗户,否则问题将再次出现。是的,在天花板上他只切了一小部分,但事前我告诉你不要打破天花板,而你还是让他们违背了我的意愿。我们不会就此如何达成协议,因此我会根据需要进行处理,并在适当的时候通知您如何进行。

就第35大街而言,我被雇用来协助租户搬迁。我不是长期的物业经理。我们没有合同或其他任何谈判条款,因此我不知道您所说的作为经理的意思。如果#4中的人告诉奥克兰市,我威胁他们那是完全不真实的。我是专业人士,我不会那样做。当您发现#4的租户不会迁出时,我们退出并努力将#1及#3的租户搬出。我做了你给我的工作。正如我之前提到的另一个空置单位,您没有遵守我们的协议,您雇用我来做一份工作,然后让其他人为您带来一个租户。您没有告诉我,我不是唯一从事此工作的人,但那没关系,那就是您的行事风格,那就好,我不那样做生意,但这是您的选择。

包先生,我不知道您为什么一直在努力增加我们对垃圾桶的原始协议的我这一方的责任。您说自己听不懂英语,所以您误解了当我被问到灯光问题时我说的话。我告诉过您他们您已经出去了一段时间了。您要求我检查一下,然后我告诉您我会做些什么,但没有做出任何承诺,否则我将负责。当我去商店时,我拿到了一个灯泡,在外面试了一下,发现灯泡坏了后马上告诉你,你需要找人检查一下。您的前房客赛勒斯先生不久后告诉我,他告诉您需要重新布线才能正常工作。就是这样!再一次,我们的协议是让我进出垃圾桶,出于礼貌,我清扫树叶,没有别的。当我的朋友跌倒在台阶上时,我告诉了您发生的一切,并准备好接受律师的讯问,因为她真的伤的很重。

就COVID而言,现在不必担心,如果有必要,我稍后会通知您。

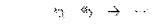
Fw: 帮我回复272#A



You forwarded this message on Mon 2/22/2021 11:07
Translate message to: English | Never translate from: Chinese Simplified



OU JUCHUN <juchunou@gmail.com>
Sun 2/21/2021 16:03
To: You



当翻译: 麻烦你再帮我回复#A一下,内容如下:

XX:

你上次发的电邮漏水的问题并未彻底解决,窗户外仍有漏水情况,裂缝及天花板可能仍有石棉问题,我期望跟你约个定期见面,看一下,随后能解决办法,可量你并未给我确切的答案,在此我再重申一下,任何合理的补救问题,请及时通知,我会及时处理。多年来,我和其他租户也是如此,所有的合理要求我都会第一时间迅速解决,从未发生过任何问题。

对于你再次发过来的几个问题,在此再给你回复一下:

1. 关于你提及的35街租房工作的内容共有三件事:A.#4搬迁工作顺利完成,不搬还必搬还订新合同,这个问题并未解决,反而引起#4的房主,是他自己解决了投诉问题,但维修仍按事先的承诺,付给你要求的费用。B.#2林林找新租户,我当时就清楚明确如对新租客签订了合同租金支付\$800,如你不完成此事,其他租客找到租户,我会给你\$200补偿,我是这样做的。C.#1及#3的搬迁是在2015年9月,比搬迁过你并未做任何工作,而是他们自己发生了事情,主动联系房东要求搬,希望我能给他们一些搬迁补偿费用,我只是帮你写了一份搬迁补偿文件,并付给了相应的费用。以上这三件事情全部都是付费的,所有费用我太太都有记录,麻烦你再看一下,也和我一并付给你多少费用,为此我也询问了相关人员,都认为我决没有亏欠你,如果你认为有不合理之处,请及时提出,我的大部分租户都相信我是一个靠谱的房东。

2. 上次我在你的电邮提及希望你租住的任何维修必须先通知我,由我们之间互相沟通维修事宜,不得由租客自行在租金中擅自扣款,所有的租客一直遵守这项规定,你是专业人士,应该更加明白,但你并未向我提这个要求,在此我再重申一下,请你理解,关于你室内窗户漏水的问题,你这次来催了很多专业的专业人士,我不想重复,一般人都懂常识,处理这种问题,首先要查出漏水的原因才能彻底解决问题,你在修窗前曾问过解决漏水问题,现在又找了一大堆道理,我也不想与你争论,因此前年你再次提出窗户漏水问题时,我不要你负责找人修理,我自己找专业人士修理,查出了漏水的源头在二楼,彻底修好,且有保证书,维修近两年,二楼=C告诉我说发现漏水情况,至于你说修窗前曾对裂缝及天花板有石棉问题不要打开,我没有任何印象,因为我事先并未通知维修人员打开天花板一个小口查看,当时我并不知道天花板中有石棉物质,是事后你才对我提出,当时我很重视,立即叫工人修理,当维修你表示歉意,并要求在修理过程中你让我找专业人士进行检测,你也找人做了检测,确实有某种石棉物质存在,修窗完成后,我再次要求你找专业人士检测,并表示如有石棉物质存在,我会共同承担解决方案,但一直未得到回复,而最后你提出有石棉物质,向我询问相关赔偿问题,对此我作了回复,后来你又改变了主意,不准搬走了,世再也没有提及相关石棉物质问题了,我认为此事并未大碍,现在你又提及此事,我很重视,因此以此信开头事宜,希望此事能有一个圆满的解决。

3. 关于你电邮提及的35街租房事宜,当你还在住之前公共厕所的漏水及噪音公共厕所说,发现问题要及时通知的事情是当时住在#4的Terry负责,他搬还时介绍你入住后你承诺了此工作,否则当发生漏水或为什么是你告知我,而不是其他人?虽然是你此间的口头协议,但我一直会给你做,后来我们商讨问题的nancy告知我说的多次提及此事,曾多次电邮也多次谈及此事,你从未提出异议,每有租户提出过类似的事情你主动提出,并要求每月增加\$15费用,我同意你的要求,但不知为何这次你电邮说按每月\$75仅是帮你找位位位,其他事情只是出于好奇转移,这不是事实,在此,我再次重申由你主要的工作是通知公共厕所及噪音公共厕所,有问题及时通知我,垃圾的事情以都是租客自己负责,如你不愿承担,请及时通知我,我会请其他人负责此事。

4. 你这次来催说你朋友受伤严重,你是2019年2月告诉我你朋友受伤之事,具体情况你并未告诉我,直至2019年10月收到律师函才知道事情发生在2018年10月,你找了律师处理此事,至今我也搞不明白,你当时为什么不及时通知我?当你电邮公共厕所出了问题,我及时通知你你处理此事,费用由我承担,当你告诉我可能没有问题的,我立即找工人修理,修好不久,当再次出现问题时我又请来了有执照的电工检查查看情况,终于发现并非线路问题,而是当时的线路发生故障,查原因后终于彻底修好。

5. 多年来,你每月还房贷,从未按银行规定交过这笔钱,去年初你曾向我表示你因要修房屋而造成房贷逾期,并说你的房贷修好已完成,今后不会再有迟交的问题,对此我表示理解,可一直以来越是月月初就,我问你表示近几个月没有逾期,只是要通知你确定的日期,希望你能够理解。

多年以来,我与所有租户都建立了良好的关系,从未有过任何不良的反应,可你多次对我有所抱怨,我虽难以理解,但应当体谅任何可能的误解,尤其在此疫情期间,我会尽我所能与所有房客一起,共渡难关,因此我深信你会理解每项费用开支不致逾期,但若是没有在规定的时间进行付款,我只是为了要求任何事情,都必须相互理解,尤其是所承诺的事情,必须不折不扣的完成,我的工作上有何不足之处,欢迎指正。

祝自好的!

000139

nancy li
Mon 2/22/2021 19:27
To: Jean Eason
Cc: OU JUCHUN

Hi Eason

Last time you emailed that the problem of water leakage in the windows has not been completely resolved, and there is still mildew on the windows. You also mentioned that there may still be asbestos problems on the ceiling. I clearly reply to you that we will meet at the appointed time, check it out, and discuss a thorough solution, but you did not give me a definite answer. I repeat here again that any reasonable repair problems, please inform in time and I will deal with it in time. Over the years, I have done the same to other tenants, and all reasonable requests will be quickly resolved at the first time without any problems.

For several questions that you have repeatedly raised, here is a clear reply:

1. There are three things about the 35th Street that you mentioned to help me work: A. #4 The relocation work can be done best. If you cannot make them relocate, you must make them sign a new contract. This problem has not been resolved. On the contrary, they complain to the city rental office. I solved the complaint by myself. But I still say you the requested fee as promised in advance. B. #2 To help find a new tenant, I made it clear at the time that if you find a new tenant and sign the contract, I will pay you \$800. If you do not complete the matter, other brokers find the tenant, I will give you \$200, I kept my promise. C. The relocation of #1 and #3 was in September 2015. You did not do any work in this relocation. Because of some family issues, they contacted me directly to request the relocation. To be nice I helped them some relocation compensation. You just help me write a relocation compensation document and I paid you the corresponding expenses. All of the above three things are paid. My wife has a record of all the fees. Please check it again and know how much I paid you in total. For this, I also asked relevant personnel, and they all thought that I never owed you anything. If you think something is unreasonable, please do not hesitate to mention it. Most of my tenants believe that I am a reasonable person.
 2. The last time I sent you an e-mail mentioned that I hope you must notify me in advance of any repairs in your rented house. We will negotiate the repairs with each other. The tenants cannot deduct from the rent without authorization. All tenants have always followed this. You are a professional and you should understand this provision more clearly, but you did not reply to my request. Here we repeat it again, please understand. Regarding the problem of water leakage in your indoor windows, your letter this time talked about a lot of professional repair problems. I don't want to repeat it. Most people speak common sense. To deal with this kind of problem, you must first find out the cause of the water leakage to completely solve the problem. I used to let you handling repairing and you promised will find somebody fix it completely including the problem of water leakage. But the problem never be solved. That's why when you raised the window repair problem again last year, I don't want you to be responsible for finding someone to repair it. I found a professional to fix it. The source of the leak was found on the second floor, and it was completely repaired, and there is a guarantee period. After maintenance for nearly two years, #C on the second floor told me that no water leakage was found. As for you said that before repairing the window, you mentioned to me that there is asbestos in the ceiling. I don't have any impression, because I didn't know beforehand that the maintenance staff would open the ceiling and check it. I didn't even know that the ceiling contained asbestos. You raised it to me afterwards, I took it seriously at the time. I immediately called the workers to repair. I apologized to you on the spot and asked you to help me find a professional inspector for pollution inspection during the repair process. You also asked someone to do the inspection. There is some kind of asbestos pollution. After the repair is completed, I again ask you to find a professional company for testing, and said that if there is still pollution, you and I will discuss a thorough solution, but there has been no reply, but you suggested that you are going to relocate. Asked me about the relocation problem, and I responded to this. Later, you changed your mind and did not plan to relocate. You never mentioned the related asbestos pollution problem again. I think this should be fine. Now that you mentioned this matter again, I take it seriously, so as I said at the beginning of this letter, I hope this matter will be resolved completely.
 3. Regarding assistance in cleaning and other matters: when you have not moved in, the responsibility of checking the public places lighting and cleaning belongs to Terry, who lived at #4 at the time. After moving in you took over his duty. The responsibility including checking the public lights working fine otherwise, why did you notify me when the lighting bill, and not others? Although it was an oral agreement between each other, I have always paid you as agreed. Later when we discussed the problem, Nancy mentioned it many times when she helped the transferor, and she also mentioned it many times in emails. Objection, you took the initiative to help tenants push the trash can and asked for an additional \$15 per month. I agree with your request, but for some reason, you emailed me this time saying that I paid \$75 per month just to help push the trash can. Other things are just for kindness to help me. This is not true. Here, I would like to reiterate that your main job is to clean public places and check public lighting. If there is any problem, notify me in time. In the past, the tenants were responsible for the trash can. If you are unwilling to bear it, please notify me in time, and I will ask others to be responsible for this.
 4. This time you wrote to say that your friend fell seriously injured. You told me about your friend's fall in February 2019. You did not tell me the specific situation. I did not know that it happened in October 2018 until you received the lawyer's letter in October 2019, and found a lawyer to deal with the matter. I still don't understand, why didn't you inform me in time? If you report that there is a problem with the public lighting, I would notify you in time to help me deal with the matter. I would bear the cost. When you told me there may be a problem with the line, I immediately found a worker to repair it. It would not be long after the repair is completed. When the problem occurs again, I had a licensed electrician to conduct a thorough inspection and repair, and finally found that it was not a line problem, but a malfunction at the timer. The cause was finally repaired.
 5. For many years, you have been late in paying rent every month, and have never paid late fees as stipulated in the lease agreement. At the beginning of last year, you wrote to me stating that you had to renovate your house and caused repeated delays and said that once your house repairs have been completed there will be no more late submission issues in the future. I understand this. But it has always been the case every month. I told you that there is no problem with submitting a few days late. I just want to inform me of the fixed date. I hope you can understand and cooperate.
- Over the years, I have established a good relationship with all tenants and have never had any bad reactions. But you have complained to me many times. Although I can't understand it, any kind advice is welcome. Especially during this epidemic period, I will try my best to overcome the difficulties with all the tenants. Therefore, despite the continuous increase in taxes and insurance and other expenses, I still did not increase the rent within the stipulated period. I just asked for anything. Both must understand each other. Especially the promised things must be completed without compromise. Any deficiencies in my work are welcome to criticize and correct me.

Jean Eason
Mon 2/22/2021 19:31
To: You
Cc: OU JUCHUN

Bao,

This is my last reply because we do not agree. You are remembering things the wrong way and you keep trying to make me responsible for the lights and that was not and is not my job. You pay me to take out garbage cans. Just so you know I have several emails stating just that so please stop trying to make me in charge of the lights. You are the owner and that is your responsibility. We are simply not going to agree on the repairs to my window or how things all worked out with 35th. Again I have several emails of what I was responsible for, and yes you paid me for certain things and you switched things up on others. Regardless we are not going to agree. I will do what is necessary moving forward for my best interest. And let me say this one last time, my only responsibility is taking out the garbage cans in which you pay me \$75 every month that I deduct from my rent every 6 months. I will sweep up excess leaves and dust as I see fit. I will not or have I ever been responsible for the lights!



nancy li
Thu 3/4/2021 13:19
To: Jean Eason
Cc: OU JUCHUN

Hi Eason

Your email didn't answer my main question, and I repeat on some important things:

1. The window leak you talked about last time has not been completely solved, and the asbestos problem, I ask you to agree with me to send someone to check it out. But you have not replied, again, I take it very seriously, please email me promptly.
2. I have made it clear to you many times that I pay you \$75 per month to be responsible for cleaning public places in the apartment and to help me check the public lighting facilities, if there is a problem, promptly notify me to deal with. You haven't talked about it all along, but it's not true that you recently said that \$75 is only responsible for trash cans. Again, the main job of paying you \$75 a month is to clean the public spaces in the apartment and help with public lighting, please let me know if you think you are not up to it, and I will ask someone else to take responsibility.
3. As these two months are the tax season, I pay a lot of fees, once late delivery will have a lot of fines, so I hope you can pay the rent on time, if for some reason late, please inform me of the exact date of payment.

Please reply clearly to the above questions,

Thank you!

Mr.Bao

000140



Jean Eason
Fri 3/5/2021 0:51



To: You
Cc: OU JUCHUN

Your email didn't answer my main question, and I repeat on some important things:

1. The window leak you talked about last time has not been completely solved, and the asbestos problem, I ask you to agree with me to send someone to check it out. But you have not replied, again, I take it very seriously, please email me promptly.

Again, I have told you this before about the window. When the window was fixed before, I told you the guy was only repairing the inside wood frame and replacing the drywall. He put some silicone in the window sill on the outside. I told you the outside part is only a temporary fix. The guy said the windows need to be taken out and new flashing and what ever else is necessary to fix correctly, needed to be done for the windows to be sealed correctly. I mentioned this several times but no response. Then you sent someone over here and he did not fix the problem correctly. In fact he disturbed the asbestos and I told you to not touch it anymore and your guy did it anyway. That was after I found someone who said he would take both windows out, make the repairs on both the inside and out for \$700 and you said that was too much. You found someone else and he did not do the job correctly. So at this point I don't trust who you hire but it's your apartment building and you have a right to find whomever you choose to fix the windows properly. If that is going to happen I need to be put up in a hotel for a couple of days to make up for the mess that will incur for the repair. As far as the asbestos is concerned, you can hire a certified company who is approved to handle a job that involves hazardous waste and they can remove it as they deem necessary. If that is to happen, you need to compensate me to move all my things out of the living room and store in the back while the work is being done and again put me up in a hotel for the time necessary for the full repair.

2. I have made it clear to you many times that I pay you \$75 per month to be responsible for cleaning public places in the apartment and to help me check the public lighting facilities, if there is a problem, promptly notify me to deal with. You haven't talked about it all along, but it's not true that you recently said that \$75 is only responsible for trash cans. Again, the main job of paying you \$75 a month is to clean the public spaces in the apartment and help with public lighting, please let me know if you think you are not up to it, and I will ask someone else to take responsibility.

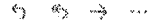
For some reason you keep trying to add duties to my job. You are paying me to take up the cans and pick up any trash. Anything else like leaves and miscellaneous debris is a courtesy on my behalf. I have never been responsible for the lights. Below in red is a copy of an email for March 12, 2019 and item #3 clearly states what the \$75 you pay me is for. Item #2 says you want me to find someone to help you fix the lights, I made my recommendations, you choose to do someone else, because you like many times before, said who I found was charging too much. Again it clearly states find someone, not me be responsible for maintaining them. You are the owner and in the end it is your responsibility to maintain the property not mine. nancy li <nancyliyyww@hotmail.com>

Tue, Mar 12, 2019, 1:00 PM

Hi Eason,



Jean Eason
Fri 3/5/2021 1:11



To: You
Cc: OU JUCHUN

After not sure if you know but the mailbox is missing.



Thank Christopher Eason

000141

Fw: 帮我回复272#A

nancy li
Fri 3/5/2021 9:35
To: Jean Eason
Cc: OU JUCHUN

包先生们

1.

再次，我之已经告诉过您有关窗子的事。我告诉过您，您的维修工只修理内部木结构并更换石膏板。他在外面的窗台上放了一些砑胶。我告诉过您，外部只是暂时的解决方法。那个家伙说，窗户必须被取出，并且要有新的换上，并正确密封。我多次提到了这一点，但没有回应。然后，您派人到这里，他没有正确解决问题。实际上，他撬开了石棉，我告诉您不要再触摸它，而您的家伙还是这么做了。那是在我找的人说他会把两个窗户都拿出来，对里面和外面进行维修，花了700美元之后，您说那太多了。您找到了其他人，但他没有正确完成这项工作。因此，在这一点上，我不信任您雇用的人，但是您的公寓楼，并且您有权找到选择适当地修复窗户的任何人，如果发生这种情况，我需要在旅馆里待几天，以弥补因修理而产生的混乱。就石棉而言，您可以聘请经认证的公司来处理评估的工作，他们可以在必要时将其清除。如果这种情况，您需要补偿我；以将我所有的东西搬出客厅，并在完成工作时存放在后面，然后再将我安置在酒店中，以进行全面维修。

2.

由于某些原因，您一直在尝试增加我的工作职责。您付钱给我照顾所有垃圾清理树叶和杂物之类，我从来没有负责过灯光。

下面的红色是2019年3月12日的电子邮件副本，项目#3清楚地说明了您支付给我的75美元的用途。

第2项表示您希望我找到一个可以帮助您修理好的人，我提出了建议，您选择了其他人，这发生了很多次，因为我找的人你说太贵。

再次明确指出我只是帮您找人，而不是我要负责维护。您是所有者，最终有责任维护财产而非我的财产。

nancy li <nancylynnw@hotmail.com>
Hi Eason

Fw: 272 # A

You forwarded this message on Mon 3/13/2021 8:37
Translate message to: English (Never translate from: Chinese, Simplified)

OU JUCHUN <juchunou@gmail.com>
Sun 3/13/2021 10:21
To: You

Eason:
9月9日我通知你的9A在自行装修。我当时与你联系，见到你告诉我了一些我听不懂，你进你公司用我的nancy地址来发邮件，假借假了解。你这种违法是违法的，我也希望你停止违法的行为并改正，但你不来解释回复。另外你从三月份起每月支付25%房租。装修了相关法是可以的，但你必须书面通知我，说明你受疫情影响的状况及今后如何偿还欠租的计划，可是你却没有这样做。你是专业人士，在此我希望你今后我们之间相关租房的问题，一切按我们之间的租房协议履行。任何有违协议的行为都是不可以接受的，对此你没有任何看法。请及时与我联系。谢谢！
发自我的iPad

nancy li
Mon 3/13/2021 8:37
To: Jean Eason
Cc: OU JUCHUN

Hi Eason,
On September 9th, I found that your 9A was being remodeled. I immediately contacted you. After seeing you, you said something I didn't understand. You said you would write an email to Nancy, but I didn't see the email. As far as I know, your behavior is illegal, and I will also ask you to stop the remodeling, but you did not reply with an explanation. In addition, you have to pay 25% of the rent every month from March. I checked the relevant laws. Based on the rules, you must notify me in writing, explaining your situation affected by the epidemic and your plan for repaying the rent arrears in the future. However you did not do so. You are a professional, and here I hope that you will perform all the rental issues between us in the future according to the lease agreement between us. Any violation of the lease agreement is unacceptable. If you have any views on this, please contact me in time.
Thanks!

Mr Bao

Jean Eason
Mon 3/13/2021 10:22
To: You
Cc: OU JUCHUN

Mr Bao,
As I said the other day, I am not remodeling the unit. I am only painting and installing new blinds. Someone owed me a favor and I used it for a FREE paint job and blinds. I was given some new furniture and did not want to put the new stuff in the unit in the current condition. Just so you know, when I moved in the unit was not newly painted and since I have been there it has not been painted since, so I took the initiative to do it on my own and again no charge to you. As far as the COVID pay I did send an email back on March 5th, 2021, and this is a copy of what I sent to Nancy via email:

3. As these two months are the tax season, I pay a lot of fees, once late delivery will have a lot of fines, so I hope you can pay the rent on time, if for some reason late, please inform me of the exact date of payment.

The rent for March will be under the mat tomorrow. Due to COVID I have had a setback with work and can only afford to pay 25% of the rent payment until I get back on my feet. If you need proof just let me know. A money order for \$353.50 will be there tomorrow. When my income improves then I will make arrangements to get back on track.

000142

ERAP

4

JE

J'ean Eason
Tue 10/12/2021 22:50
To: You

↩ ↪ → ...

Nancy,
Please contact your Uncle Mr Bao and ask him if he will cooperate with me to apply for the Emergency Rental Assistance Program (ERAP). This the state program to help Tenants get grant money to pay back rent due to COVID. Mr Bao does not have to do anything, other than respond to any phone calls or emails that the Owner will need to deal with. I will apply for the entire amount that is in the arrears.
Also I have a new roommate moving in and soon as I get the necessary information from her I will provide it to Bao.



ERAP

4

JE

J'ean Eason
Mon 11/15/2021 23:37
To: You
Cc: OU JUCHUN

↩ ↪ → ...

pdf
Hearing Decision T21-00...
363 KB

Nacy,
Please send this message to Mr. Bao:

Bao,
I got a message from my roommate that you knocked on the door and began to harass her about who she is. I sent an email to Nancy back on October 12th, asking her to see if you wanted me to apply to the ERAP program for the back rent and to inform you I had a new roommate.
If you want contact information on my roommate let me know and I'll provide it, in the meantime I need you to stop knocking on my door harassing her and if you have any questions you can contact me. Even though the COVID moratorium is over, there is an extension in Alameda County and you are not allowed to contact me for rent or charge for late rent payments. I resumed paying the contracted rent of \$1,417 back in October.

Attached to this email is a copy of the City of Oakland Rent Boards decision and based on the report I'm supposed to start discounting my rent by \$353.50 until you make the required repairs and the necessary Notice Civil Code 827.
Also based on the decision you also owe me restitution of \$11,342.99 minus any back rent I owe you. Based on my records I owe you \$5,315 for unpaid rental payments during COVID so you can deduct that amount from the restitution, which leaves a balance of **\$6,027.99**.
Let me know how you wish to make this payment.

000143

On Fri, Jun 7, 2019 at 8:27 PM Jean Eason <jean@mainscre.com> wrote:

Nancy,

Attached you will find a Asbestos Lab report, Proposal, Contract, and Letter from Synergy the company I contact about the Popcorn ceiling that your Uncle, Mr. Bao's worker disturbed and cut out when he came to work on the leaking windows. Please let him know that there is Asbestos and since the ceiling was disturbed it now has to be removed. I will not be able to stay here while the work is being done which means he will need to pay for me to stay in a Hotel while the work is being done, and there is a possibility all my things will need to be removed. But I will verify this. And also let him know you cannot just go out and have anyone remove the Asbestos it has to be a company that does this type of work because its dangerous and hazardous to my and anyone's health. Please provide him with the documents and have him let me know how he wants to proceed.

Thanks

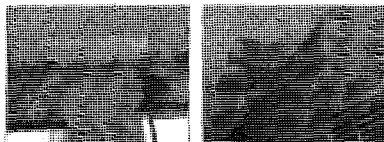
272 Athol Ave Apt. A Oakland



Jean Eason <jean@mainscre.com>

Wed 6/19/2019 3:24

To: You



2 attachments (6 MB) Download all Save all to OneDrive

Nancy,

Please let your Uncle, Mr. Bao know soon as possible that he has made a serious mistake and that I'm not just going to let this slide. He had someone come ver her to make repairs to my windows and whomever did the work attempted to cover up the patch of exposed Asbestos that I previously informed him that now we need to have the entire ceiling removed and that this is a serious health issue. He has a couple of options if he so chooses.

1. He can hire a Certified company like the one I contacted and have the remaining Asbestos removed and pay for my things to be moved into the other rooms and put me up into a Hotel until the work to remove the exposed Asbestos remediated.
2. I can contact an Attorney who will take legal action to ensure that the situation is handled appropriately or I will have no choice other then to protect myself.

It is not my intention to cause problems, as Mr. Bao knows I've been a Tenant for 6 years now, and I have helped him with his own real estate related issues. But this situation is serious and I will not simply accept a simple patching of a very harmful matter. I'm doing him a favor of even contacting him before I sought legal counsel. Since ehe has a hard time translating, he can have you or someone else speak on his behalf, but if I dont hear back of which option he wants to choose by Friday, I will contact an Attorney. Thanks and please confirm receipt of this email.



Nancy

Thu 6/20/2019 9:19

To: Jean Eason

Hi Eason

I passed your information to my uncle. But he is quite of confused. He don't understand what's wrong with the Asbestos. When the time he bought this apartment it was like this and nobody complained. Could you please explain why you want remove the whole ceiling?

Thanks

Sent from my iPhone

From: "J'ean Eason" <jean@mainscre.com>
Date: June 20, 2019 at 9:53:37 AM PDT
To: nancy li <nancylyyww@hotmail.com>
Subject: Re: 272 Athol Ave Apt. A Oakland

Nancy,

The Popcorn ceiling has Asbestos in it. Its fine to be there as long as it is not disturbed. Once the worker opened up that patch, it has become disturbed and needs to be removed. You cannot simply just patch it up. It is a well verified health hazard and quite liable for an Owner if the problem is not remediated properly. Simply not an easy fix. The quote that I sent is for the entire apartment, but that can be rather expensive because not only do we have to do the work but we would have to totally move out all my things put in storage and put me in a Hotel until the work is done. I'm willing for the sake of cost and time to just do the Living Room and move my things into the other rooms. But that will still require a fee for the time it will take for me to do that. I also need to be put up in a Hotel of my choice during the time for the repairs. Please let him know that if he has any Popcorn ceilings in any of his Units, once its disturbed it has to be removed. If not it could become a big lawsuit.

He can continue to have to gut fix the windows, and please make sure they clean up the dust and debris they leave behind, but the Ceiling is a separate issue. I need an answer by tomorrow if he is going to do the work the correct way or not or I will seek legal assistance because everyday Im here could be harmful for my health.



Nancy
Thu 6/20/2019 14:10
To: J'ean Eason

Hi Eason
I explained your email to my uncle. He ask me come over to see you together this Sunday. He want seat down talking about the solution with you in person. Do you have time this Sunday?
Thanks
Nancy

Sent from my iPhone

...



J'ean Eason <jean@mainscre.com>
Thu 6/20/2019 16:27
To: You

I will not be available Sunday, early Saturday is good or anytime Monday after 3pm.

...

REAL SUBSTITUTION EASON



nancy li
Fri 6/21/2019 9:09
To: J'ean Eason

Hi Eason

Can we come over to your place on Monday Jun 24th at 5:00 pm ?

Thanks
Nancy

...

000145



J'ean Eason <jean@mainscre.com>

Fri 6/21/2019 9:16

To: You

That works



nancy li

Fri 6/21/2019 10:37

To: J'ean Eason

Good. See you then.

Sent from my iPhone



J'ean Eason <jean@mainscre.com>

Mon 6/24/2019 9:54

To: You

Good morning I will not be able to make it today at 5 PM we can reschedule for another night or day this week let me know what works also please let your uncle know the water is still dripping in my unit



nancy li

Mon 6/24/2019 10:01

To: J'ean Eason

We can do 6:00 today. Or even later.

Sent from my iPhone

...



J'ean Eason <jean@mainscre.com>

Mon 6/24/2019 10:26

To: You

I will not be there today. Any other day this week works

...

000146



Mon 6/24/2019 13:07

To: Jean Eason

Which day you prefer. After 6:00 pm.

Just let me know

Thanks

Sent from my iPhone



J'ean Eason <jean@mainscre.com>

Mon 6/24/2019 13:12

To: You

Tomorrow 5pm?



nancy II

Mon 6/24/2019 13:32

To: Jean Eason

Ok

Sent from my iPhone



J'ean Eason <jean@mainscre.com>

Tue 6/25/2019 16:43

To: You

Stuck in traffic will not get home until 6:30pm.



nancy II

Sat 7/6/2019 8:51

To: Jean Eason

Morning Eason

My uncle ask me check with you about the suggestion he made last time when we met . What you you think? He want to know you prefer which option? Removing the ceiling continue living there or you find another place moving out he helps some moving cost?

Ok please let me or him know

Thanks
Nancy

Sent from my iPhone

↩ ↪ →

000147

On Thu, Oct 3, 2019 at 9:13 PM J'ean Eason <jean@mainscre.com> wrote:

Nancy,

Hope all is well with you. Let Mr. Bao know that due to a family member passing away and me working a lot more than usual lately I have not had time to respond to him in regards to our last meeting dealing with the issues with my ceiling and the windows. Let Mr. Bao know that I'm not trying to be difficult or make a big deal out of this situation, my main concern is my health while maintaining residence in this unit.

I did consult with an Attorney who did advise me to go visit the City of Oakland to have someone from their office visit my unit to assess the damage that happened as well as other potential issues with my unit. I also had another Contractor stop by who also suggested that if I wanted to be safe have the Asbestos removed in the Living Room to insure that there are no other possible exposure issues.

I have not went down to the City of Oakland, and I'm confident that if I did they would possibly side with me and or possible find other violations and enforce some kind of compensation for me such as reduced rent for a period of time and potentially force Mr. Bao to remove the Asbestos and pay for me to be put up in a motel and pay to have my things moved temporarily.

I will be open to some type of buy out from Mr. Bao for me to move out sometime in the near future. I will Let the both of you know when and if that will happen. Can you ask Mr. Bao how much he would be willing to compensate me to move out. In the meantime, I am willing to work with Mr. Bao and not go to the City of Oakland but we have to work something out. Please let me know what Mr. Bao would like to do.
Thanks in advance.

Nancy

Wed 10/30/2019 19:49

To: jeasonre1999@gmail.com

Hi Eason.

If you are talking about the popcorn ceiling thing. He is waiting for your answer about the two options he offered you that day when we met.

So which one do you refer?

Replace the ceiling or you find another place and he help some moving cost?

Please let me know. Then I can tell him

Thanks

Nancy.

Sent from my iPhone

nancy li

Thu 11/14/2019 19:20

To: J'ean Eason

Hi Eason

I did not hear from you lately. so my uncle ask me ask you again about your decision. He wants to know if you want fix the ceiling or want find another place to move to.

please let him know soon.

also he want me let you know, in the past couple of month, your rent always turned in late. from this month, he will start charging you late fee. if before 15th will add \$25, if pass 15th will add \$50.

thanks

Nancy

...

J'ean Eason

Sat 11/16/2019 19:28

To: You

Nancy,

I got your message. At this time we can't wait on the repair of the ceiling. As I stated in my last email, an Attorney suggested that I visit the Oakland Rent Board and file a claim for the work that was done and the fact that it was done improperly. That along with the leaking issues with the Windows and the peeling paint, I'm sure I would get rewarded some type of rent relief where as my rent would be reduced for a period of time. And since I don't believe the windows were properly repaired, when the rain starts and if the windows starts to leak again we are going to have some serious issues. If that happens I will let you know and we can seek a remedy at that time. I have been traveling a lot lately and have had someone put my check in the mail and I will work on that coming at a more timely manner. But I highly suggest that if Mr. Bao is going to start sticking to the rules on payment, then I may have to stick the rules as far as the repairs. I have been very flexible and understanding about them and it seems that me not causing problems is coming back to bite me.

I'm in the process of moving to a new place, but there is a lot of repairs that need to be made before I can move, how much is Mr. Bao willing to compensate me to move out?

Thanks

000148



nancy li
Thu 11/21/2019 8:44
To: Jean Eason

↶ ↷ → ...

Hi Eason

Yes I did and explain to my Uncle.
Here is his replay:

Dear Jean C Eason:

First of all, congratulations on finding a new home! Last month, you contacted Nancy and said that you are ready to move. Nancy also contact you three times to ask questions, but did not receive a reply. I have been to your home several times to find you this month because I have not received your rent, but you are not there, call you and have not responded. Yesterday (November 19th) finally received your rent, you deducted \$300, but you have not notified me beforehand (you have previously obtained my consent), but I understand you may be busy preparing for moving.

You have lived here for more than 6 years. During this period, there were any problems in your house that need to be repaired. You would communicate with me in advance. I would pay you for repairs, solved problems in time, and worked together well. In May of this year, you proposed to repair the leaks that may occur in the household. Since that I have paid more than \$500 for repairs at your request and did not solve the problem, I decided to find a professional to repair it. In order to find the cause of the leak, the repairman opened a book-sized hole in the ceiling near the window for observation and inspection, and quickly found out the cause, completed the repair, afterwards recovered the ceiling. During this repair, you told me that this ceiling contains asbestos material, which will have a certain impact on the human body, and also gave me relevant reports, I am very grateful for this. In order to understand whether there is any substance in the indoor air that affects health, I communicated with you in time. And asked you help to find a professional to make a speculation. I also emailed you to repeat this concern couple times. In late June, I went to your home with Nancy. May be because you are busy, and there has been no clear reply.

Now you call to tell me that you are ready to move, and ask me to help some moving cost. I agree to pay for your moving expenses. At the same time, I will also pay for the inconvenience to you during the repair period in May, and the time you looking for professional company to detect the problem. But has to be a reasonable amount. So please let me know clearly that how much you suggest. Please reply as soon as possible, thanks!

Bao



nancy li
Mon 12/2/2019 18:56
To: Jean Eason

↶ ↷ → ...

Hi Eason

My uncle want pass this letter to you:

Dear Eason

The last time you mentioned that you were ready to move, the emails to you regarding your request for moving house have not been responded to several times, so please take the time to reply. In addition, because I have to pay a real estate tax and related fees before the 9th of this month, there are many fines if any of them overdue. Therefore, I hope that your rent for December will be paid on time before the 5th. If you are busy, I will go to your place on the 5th or 6th of this month. Please tell me when it is convenient for you to be at home.

Thank you
Bao



nancy li
Wed 12/4/2019 18:56
To: Jean Eason

↶ ↷ → ...

Hi Eason

My uncle called me right now. He said you told him you emailed me today.
But I did not get your email.

Could you please send to me again. Then I will translate for him.

thanks
Nancy



Jean Eason
Wed 12/4/2019 19:08
To: You

↶ ↷ → ...

Please let Mr. Bao know I put my rent check under the mat at my front door. Also let him know that I deducted the garbage can fee, of \$75 per month which I do every 6 months for a total of \$450.

As far as me moving out, tell him to make me an offer of how much he is willing to compensate me for the move out. There is a lot of work being done so I'm not sure on when the move out will be but it would be good to know how much he will offer. So again tell him to make me an offer.

Thanks

000149



nancy li

Thu 12/5/2019 13:08

To: J'ean Eason

Hi Eason

My uncle said he respect any decision you make. You can choose stay or move.
If you want stay, he will renew leasing agreement with you.
If you want to move, he will help the moving cost, but you have to give me a number.

Please let him know

thanks
Nancy

...



J'ean Eason

Fri 12/6/2019 10:59

To: You

Thank you, I will let you know.

...



nancy li

Thu 1/16/2020 9:27

To: J'ean Eason

Hi Eason

Next week I will be Oakland to visit my uncle. Can we meet in person have a talk. I can help you and him translate.

Please let me know.

Thanks
Nancy

...



nancy li

Wed 1/22/2020 9:57

To: J'ean Eason

Hi Eason

I am already here in Oakland.
Do you have time meet us on this Thursday or Saturday ?

Please let me know

Thanks
Nancy

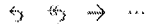
...

000150



J'ean Eason

Wed 1/22/2020 10:23



To: You

Nanci unfortunately I lost a family member last week and I have been busy dealing with the funeral and such. Please let your uncle know that I am not moving anytime soon the property that I'm buying is a long-term project I may not move out until next year. But I will let him and or you know in plenty of time if and when that happens. As far as my apartment is concerned in regards to the ceiling and other various issues I'll get back with you at a later date of what I would like to see happen



nancy li

Tue 1/26/2020 16:50



To: Jean Eason

Hi Eason

Sorry for your lost.

No problem, my uncle say he respect any decision you make.

Please let me know if you change your mind.

Thanks

Nancy

000151

CHRONOLOGICAL CASE REPORT

Case Nos.: T19-0472, T19-0473, T19-0474, T19-0475, T19-0476,
T19-0479, T19-0480, & T19-0482

Case Name: (Consolidated Appeal) Hoffman v. Alma Apartments LP,
Van Putton v. Alma Apartments LP,
Ward v. Alma Apartments LP,
Stempel v. Alma Apartments LP
Hyatt et al. v. Alma Apartments LP,
Vickrey v. Alma Apartments LP,
Brennan v. Alma Apartments LP,
& Williams v. Alma Apartments LP

Property Address: 633 Alma Avenue, Oakland, CA 94610

Parties: Alma Apartments LP (Owner)
Lucky Stewart (Owner)
Jeanne Robberson (Owner)
Gregory McConnell (Owner Representative)
Laura Hoffman (Tenant)
Sulaiman Hyatt (Tenant)
Karolyn Van Putton (Tenant)
Felicia Ward (Tenant)
David Stempel (Tenant)
Duane Vickrey (Tenant)
Maureen Brennan (Tenant)
Marisa Williams (Tenant)
James Vann (Tenant Representative)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (T19-0472)	October 17, 2019
Tenant Petition filed (T19-0473)	October 17, 2019

000152

Tenant Petition filed (T19-0474)	October 17, 2019
Tenant Petition filed (T19-0475)	October 17, 2019
Tenant Petition filed (T19-0476)	October 17, 2019
Tenant Petition filed (T19-0479)	October 17, 2019
Tenant Petition filed (T19-0480)	October 17, 2019
Tenant Petition filed (T19-0482)	October 17, 2019
Property Owner Response filed (T19-0472)	December 6, 2019
Property Owner Response filed (T19-0473)	December 6, 2019
Property Owner Response filed (T19-0474)	December 6, 2019
Property Owner Response filed (T19-0475)	December 6, 2019
Property Owner Response filed (T19-0476)	December 6, 2019
Property Owner Response filed (T19-0479)	December 6, 2019
Property Owner Response filed (T19-0480)	December 6, 2019
Property Owner Response filed (T19-0482)	December 6, 2019
Hearing Dates	November 4, 2020; January 25, 2021; August 11 & 12, 2021
Hearing Decision mailed	October 12, 2021
Tenants Appeal filed	November 3, 2021
Administrative Appeal Decision mailed	November 19, 2021
Tenant Evidence of Timely Appeal	November 29, 2021

Notice of Error mailed

December 2, 2021

Owner Response to Tenant Appeal

March 18, 2022

T19-0472 KC/LM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	RECEIVED For date stamp CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2019 OCT 17 PM 2:56
	TENANT PETITION	

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

Please print legibly

Your Name <i>Laura A. Hoffman</i>	Rental Address (with zip code) 633 Alma Ave apt # 9 Oakland Ca. 94610	Telephone: 510-798-9576 E-mail: <i>lhoffman2@earthlink.net</i>
Your Representative's Name Sulaiman Hyatt <i>Dr. Karolyn VanPutten</i> <i>510-665-1255</i>	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440 Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone: Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400 Email: gmc@themccconnellgroup.com

Number of units on the property: 18

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

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

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

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

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

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

Date you moved into the Unit: Jan 1, 1988 Initial Rent: \$ 400.00 /month
N/A

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Lauren A. Huffman
Tenant's Signature

Oct/9/2019
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

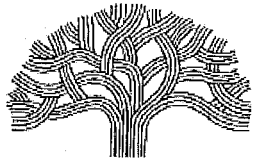
File Review

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

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

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

T19-0473 RC/LM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
For date stamp AND
RENT ARBITRATION PROGRAM
2019 OCT 17 PM 2:56

TENANT PETITION

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

Please print legibly

Your Name <i>Karolyn L. van Putten</i>	Rental Address (with zip code) 633 Alma Ave apt # 8 Oakland Ca. 94610	Telephone: <i>(510) 663-1255</i>
		E-mail: <i>DRKVANP@GMAIL.COM</i>
Your Representative's Name Sulaiman Hyatt	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440
		Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone: <i>UNKNOWN</i>
		Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400
		Email: gmc@themcconnellgroup.com

Number of units on the property: 18

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

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

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

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

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

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

Date you moved into the Unit: N/A Initial Rent: \$ N/A /month

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

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

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

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		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Karolyn R van Pelt
Tenant's Signature

Oct/9/2019
Date

[Empty rectangular box for additional information]

[Empty rectangular box for additional information]

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

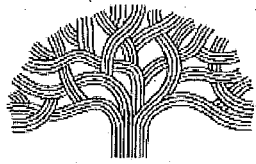
File Review

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

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

T19.0474 RC/LM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
For date stamp
RENT ADJUSTMENT AND
ARBITRATION PROGRAM

2019 OCT 17 PM 2:55

TENANT PETITION

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

Please print legibly

Your Name <i>FELICIA WARD</i>	Rental Address (with zip code) 633 Alma Ave apt # <i>18</i> Oakland Ca. 94610	Telephone: <i>510-289-2329</i>
		E-mail: <i>FELICIAW5853@GMAIL.COM</i>
Your Representative's Name Sulaiman Hyatt <i>Dr. Karolyn Van Sutter 510 663 1255</i>	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440
		Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone:
		Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400
		Email: gmc@themcconnellgroup.com

Number of units on the property: 18

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

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

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

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

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

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

Date you moved into the Unit: N/A Initial Rent: \$ N/A /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

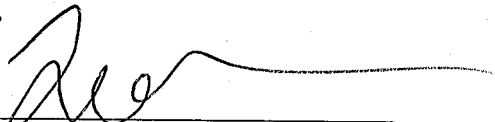
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Please attach documentary evidence if available.

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.



Tenant's Signature

Oct/9/2019

Date

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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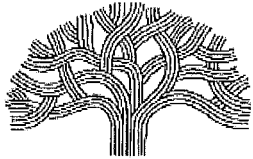
File Review

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

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

T19-0475 re/LM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
For date stamp
OAKLAND
RENT ARBITRATION PROGRAM

2019 OCT 17 PM 2:55

TENANT PETITION

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

Please print legibly

Your Name David Stempel	Rental Address (with zip code) 633 Alma Ave apt # 17 Oakland Ca. 94610	Telephone: 510, 207.3412
		Email: stempel.david@gmail.com
Your Representative's Name Sulaiman Hyatt <i>Dr. Carolyn Van Sutter S/O 663 1255</i>	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440
		Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone:
		Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400
		Email: gmc@themcconnellgroup.com

Number of units on the property: 18

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

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

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

<input type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
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	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: N/A Initial Rent: \$ N/A /month

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

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		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Have you ever filed a petition for this rental unit?

- Yes
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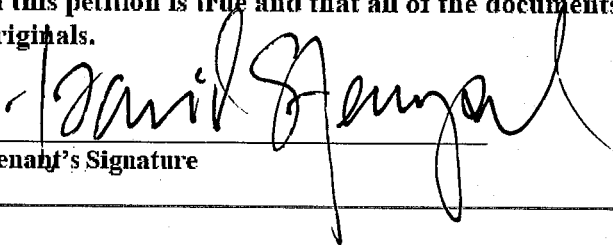
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Tenant's Signature

Oct/9/2019

Date

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Date

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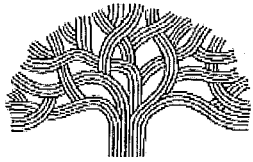
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- ____ Printed form provided by the owner
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____ Other (describe): _____

T19-0476 RCLM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp

2019 OCT 17 PM 2:55

TENANT PETITION

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

Please print legibly

Your Name Sulaiman Hyatt Mustam wakili	Rental Address (with zip code) 633 Alma Ave apt # 15 Oakland Ca. 94610	Telephone: (408) 832 6440 E-mail: SulaimanHyatt@gmail.com
Your Representative's Name Sulaiman Hyatt Dr. Karolyn Van Satta 510 663 1255	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440 Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone: Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400 Email: gmc@themcconnellgroup.com

Number of units on the property: 18

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
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	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: N/A Initial Rent: \$ N/A /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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


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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

Oct/9/2019

Date

Empty rectangular box for additional information or notes.

Empty rectangular box for additional information or notes.

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

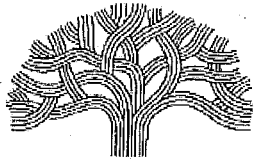
File Review

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

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

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

T19-0479 RC/LM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 OCT 17 PM 2:55

TENANT PETITION

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

Please print legibly

Your Name <i>DUANE VICKREY</i>	Rental Address (with zip code) 633 Alma Ave apt # 19 Oakland Ca. 94610	Telephone: <i>415 355 6778</i>
		E-mail: _____
Your Representative's Name Sulaiman Hyatt <i>Dr. Karolyn Van Satten 510 667 1255</i>	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440
		Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone:
		Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400
		Email: gmc@themcconnellgroup.com

Number of units on the property: 18

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

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

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

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

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

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

Date you moved into the Unit: N/A Initial Rent: \$ N/A /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

- 1) a list of the lost housing service(s) or problem(s);
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- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

Oct/9/2019

Date

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

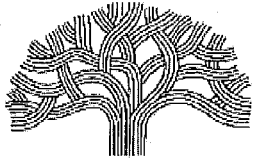
File Review

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

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

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

T19.0480 RC/LM



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 OCT 17 PM 2:55

TENANT PETITION

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

Please print legibly

Your Name Maureen Brennan	Rental Address (with zip code) 633 Alma Ave apt # Oakland Ca. 94610	Telephone: (510) 350-8567
		E-mail: maureenbrennan_79@yahoo.com
Your Representative's Name Sulaiman Hyatt or Karolyn van Putten (Apt 8)	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440
		Email: 510 663 1255 sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone: drkvanp@gmail.com
		Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400
		Email: gmc@themcconnellgroup.com

Number of units on the property: 18

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

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

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

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

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
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II. RENTAL HISTORY: (You must complete this section)

Date you moved into the Unit: N/A Initial Rent: \$ N/A /month

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

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

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

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		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Have you ever filed a petition for this rental unit?

- Yes
- No

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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.

Maurice Brennan
Tenant's Signature

Oct/9/2019
Date

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

Tenant's Signature

Date

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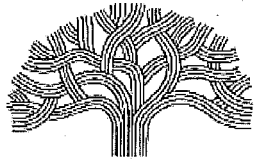
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CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 OCT 17 PM 2:55

TENANT PETITION

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

Please print legibly

Your Name <i>MARISA WILLIAMS</i>	Rental Address (with zip code) 633 Alma Ave apt # 6 Oakland Ca. 94610	Telephone: <i>(510) 366-4098</i>
		E-mail: <i>marisawilliams@gmail.com</i>
Your Representative's Name <i>Dr. K. Carolyn Van Patten 510 663 1255</i> Sulaiman Hyatt	Mailing Address (with zip code) 633 Alma Ave apt 15 Oakland Ca. 94610	Telephone: 408 832 6440
		Email: sulaimanhyatt@gmail.com
Property Owner(s) name(s) Lucky Stewart Jeanne Robberson Alma Apartments, LP	Mailing Address (with zip code) 1145 Bush St. San Francisco, Ca. 94109	Telephone:
		Email: sfbuildings@gmail.com
Property Manager or Management Co. (if applicable) Gregory McConnell JR McConnell The McConnell Group	Mailing Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, Ca 94612	Telephone: 510 834 0400
		Email: gmc@themcconnellgroup.com

Number of units on the property: 18

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

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

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

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

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

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

Date you moved into the Unit: N/A 5/11/2006 Initial Rent: \$ N/A \$1067.15 /month

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

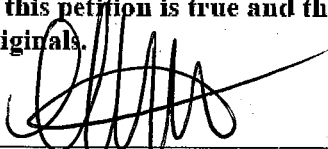
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

Oct/9/2019

Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

2019 OCT 17 PM 2:55

Evidence

Loss of bike and stroller Parking

Bike and stroller parking was designated in the garage by the previous owners. The new owner has informed all the residents that all Bikes and strollers must be removed from the garage, and can only be parked in the tenant's unit. The new owners informed the tenants that non compliance would risk having the tenant's bikes and/or strollers removed from the property at the tenant's expense.

The cost to permanently store one bike at a secure location, within reasonable walking distance, with 24 hour access is \$200 per month. We are seeking a rent decrease of \$200 per month per unit for the loss of the designated bike and stroller parking.

See document A

Letter from Maceo Cabrera-Estevez a previous Property manager at 633 Alma Ave

See document B

Tenant notification on designated bike and stroller parking from kathy Espinoza a previous Property manager at 633 Alma Ave.

See document C

Notifications to tenants from current owner that all bikes and strollers have been removed from the designated area in the garage.

See document D

Invoice from a neighbor indicating cost to permanently store one bike in their garage.

Loss of the Onsite Resident Property Manager

There has always been an Onsite Resident Property Manager at 633 Alma Ave, until the new owner terminated the position, and removed this person from the property. The new owner has full intention to rent out the unit that the Onsite Resident Property Manager resided in. The new owner informed the tenants that there will now be an 'Offsite Property Manager' and a designated "Keyholder" to replace the Onsite Resident Property Manager.

According the California Health and Safety Code (HSC) apartments that have 16 or more units have to have a "Caretaker" who resides on the premises. An "Offsite"

manager does not qualify under this law, Nor does a designated "Keyholder" (who is not a legal employee of the owner) qualify for the role of a "Caretaker" under this law.

Healthy Homes Provisions 42. Caretaker (25 CCR § 42)

A manager, janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are 16 or more apartments.

Violation of this rule is a misdemeanor and the owner can be fined up to \$5,000 and up to 6 months in jail.

Health and Safety Code - HSC DIVISION 13. HOUSING [17000 - 19997] (Division 13 enacted by Stats. 1939, Ch. 60.)

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3] (Part 1.5 added by Stats. 1961, Ch. 1844.)

CHAPTER 6. Violations [17995 - 17995.5] (Chapter 6 added by Stats. 1961, Ch. 1844.)

17995.

Any person who violates any of the provisions of this part, the building standards published in the State Building Standards Code relating to the provisions of this part, or any other rule or regulation promulgated pursuant to the provisions of this part is guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment not exceeding six months, or by both such fine and imprisonment.

(Amended by Stats. 1983, Ch. 1092, Sec. 162. Effective September 27, 1983. Operative January 1, 1984, by Sec. 427 of Ch. 1092.)

17995.1.

Any person who is convicted pursuant to Section 17995 for a second or subsequent time within a five-year period for violations at the same property shall be punishable by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment not exceeding six months, or both such fine and imprisonment.

(Added by Stats. 1982, Ch. 1545, Sec. 6.)

The City of Oakland has a tragic history of life lost resulting from fires and absent and or negligent Landlords, both the Ghostship fire and West Oakland happened the past few years, and are examples of what can go wrong when the laws governing tenant safety are not upheld and adhered to.

The loss of the Onsite Resident Property Manager has several impacts on tenants. The first is the mitigation of the services provided by a property manager. For example, when lighting goes out in common areas and/or walkways of the building, it may take

days if not weeks for a Property Manager who is only periodically physically present at the building to discover the problem. It is the tenants who have to live with the risk of a poorly lit common area stairway or walkway, and it is the tenants who have to absorb the responsibility to notify management, or depending on the severity, uphold the service of maintaining the building by fixing the problem themselves.

Loss of the Onsite Resident Property Manager puts the burden of building maintenance oversight, tenant relations, and point of first contact in emergencies such as but not limited to assault, theft, fire, and flooding on the tenants.

The second and most important concern with the loss of the Onsite Resident Property Manager is the risk tenants now face with fire, and flooding hazards; issues with crime prevention and response to criminal activity in the building; and issues related to tenant to tenant relations, and responding to and preventing problems that arise from conflicts between tenants. Loss of the Onsite Resident Property Manager directly relates to a loss of safety and habitability for tenants.

Moreover there are seniors and young children who reside at 633 Alma Ave. The Some of the seniors have reported that when moved in they did so under the condition that there was going to be a Onsite Resident Property Manager who resides in the building; furthermore this is especially needed because 633 Alma Ave. is an older building with 4 stories and no elevator.

From our most parsimonious estimation, the dollar amount associated with the loss of the Onsite Resident Property Manager is \$300 per month per unit. We are seeking a rent decrease of \$300 per month per unit for the loss of the loss of the Onsite Resident Property Manager.

See document **D E**

Tenants inform new owners of tenants request to reinstate Onsite Resident Property Manager.

See document **F**

Notification to tenants of Onsite Resident Property Manager removal and replacing with 'Offsite Property Manager'.

A

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 OCT 17 PM 2: 56

3006 Seminary Avenue
Oakland, CA 94605
maceomarti@gmail.com

October 14th, 2019

To whom it may concern,

My name is Maceo Cabrera-Estevez, I was the Resident Manager at 633 Alma Ave in Oakland between Spring, 2006 and December 2010. When I was the Resident Manager, the 633 Alma Ave property under Lapham and then J&R Associates.

Before, during, and after my charge of the building as manager, we allowed for residents to park their bikes and strollers in the garage. The garage was the designated area for bikes to be kept. We even instructed residents on where and how we would like for them to lock up their bikes in the garage.

Upon signing a lease with a new tenant, we would more than often tour the garage, taking time to point out that the garage is storage space for cars, bikes, and strollers only.

Among the several reasons why we designated that space as bike parking was in part due that fact that the building does not have an elevator and moving a bike up and down several flights of stairs would have been an overbearing burden on the residents. It would have also been damaging to the building since the walls could easily get scuffed up and prevent people from walking up and down the steps without issues.

I hope this practice of storing bikes and strollers in the garage continues. It is a very practical use of space and improves the residents quality of life.

Best,



Maceo Cabrera Estevez
Former Resident Manager with J&R

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2/12/17

2019 OCT 17 PM 2:56

Hey everyone,

The Fire Marshall will be coming by today for inspections on the property. Please make sure all personal items are off the stairs walkways and stair landings. Also please make sure that you are not leaving any items in the garage. Bike and strollers are okay to keep in the garage. The Fire Marshall does not mind those items located there.

On that note and as a reminder especially with the recent thefts: keep in mind that management is not responsible for the loss or theft of bikes and or strollers in the garage area. Please lock your items up properly and securely.

Have good week

Kathy

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

Alma Apartments, LP
633 Alma Avenue,
Oakland, CA 94610

All Residents of
633 Alma Avenue, Oakland, CA 94610
August 20, 2019

Re: Roof/Fire Escapes/Balconies/Patios/Common Areas

Dear Residents,

This is just a reminder that all personal belongings need to be kept inside your unit. We have noticed items being left outside the units, on staircases, on fire escapes, balconies, mailboxes, in garage, etc. All common areas must be free of all personal items at all time. No flower pots, BBQs, broomsticks, bikes, junk letters from your mailboxes, mats and etc. can be in common areas. SORRY. Please remove all your items by Monday, August 26th, 2019. All items that are left after this date will be removed by management and appropriate charges will be made to residents for disposal of them.

While we clean the building, tenants are responsible for breaking down their own boxes and cleaning after themselves, and also responsible for their guests and pets. Please be respectful to your neighbors and to yourself.

Please break down all of your own boxes by 2 feet by 1 foot pieces, bundle and put them inside the grey bins. Do not throw whole boxes or just flatten them before placing them in a bin. Garbage/recycling workers will not take any boxes unless they are broken down properly and put inside the bins.

Please do not leave/dump unwanted furniture or other belongings in the garbage/recycling area. When you need to dispose of any unwanted items including furniture, mattresses, TVs, microwaves, rugs, anything of this sort, you must fill out maintenance request form, so your manager can schedule a curb-side pick-up. Please be aware that it might take up to one month to schedule bulky pick up. Until the evening before the pre-scheduled morning pick up, you cannot bring your items to the curb and they need be kept inside of your unit.

Thank you for keeping your home and the building clean,

Management

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RENT ARBITRATION PROGRAM

Kelly Matthews

2019 OCT 17 PM 2:55

630 Alma Ave
Oakland Ca 94610

Invoice for bike p

starting sept/1/ 2019

Invoice for

Mariam Wakili
633 Alma Ave
Oakland ca

Payable to

Invoice #

123456

Project

bike parking in garage

Due date

beginning of each month

Description	Qty	Unit price	Total price
bike parking per month and key to access garage	1	\$200.00	\$200.00
			\$0.00
			\$0.00
			\$0.00

Notes:

Subtotal

\$200.00

Adjustments

\$200.00

000193

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RENT ARBITRATION PROGRAM
2019 OCT 17 PM 2:55

Letter to 633 Alma LP/Meridian Management Group Requesting Remedy to Loss of Services at 633 Alma Ave.

Regarding the Residents at 633 Alma Avenue

To 633 Alma LP/Meridian Management Group and affiliates,

Housing Rights Committee of San Francisco (HRCSF) is advocating on behalf of the Residents at 633 Alma Avenue. HRCSF operates in close unison with our partner organizations, Senior and Disability Action, and Bay Area Legal. HRCSF has made contact with all Residents at 633 Alma Avenue, has informed them of their rights as Residents, and has connected them to legal services.

With the guidance of legal services, the Residents of 633 Alma Avenue are submitting this letter to formally request that 633 Alma LP/Meridian Management Group remedy the clear and evident loss of services that have occurred at 633 Alma Avenue while under ownership of 633 Alma LP/Meridian Management Group.

The list of decrease in services is as follows:

- Loss of an onsite residential building manager
- Loss of designated bike and stroller parking

Loss of an onsite residential building manager

Our first building manager (Ursula) at 633 Alma Avenue under the ownership of 633 Alma LP/Meridian Management Group did not live full time at this address, and we raised our concerns about this at the time with Meridian Management Group.

In a letter dated July 30, 2019 from Alma LP and signed by Ksusha Stewart, we were informed that our building manager (Ursula) was being replaced by a new "off-site" manager (Dina).

Under J&R, Lapham, and previous owners, the Residents have always had a full-time, onsite residential building manager. The current Landlord, after removing the onsite manager, informed the Residents that there will now be a designated "Keyholder" in the building; however, the Landlord failed to identify who this person is. Moreover, a designated "Keyholder" does not satisfy the legal responsibilities of an onsite manager.

Since the loss of the onsite residential building manager, the Residents have been deeply concerned about the changes in how the building is being maintained, and more importantly, the rise of potential safety issues now present with the loss of an authorized onsite official servicing the building and residents.

The loss of the onsite residential building manager is a clear violation of California Housing Law and Regulations Healthy Homes Provisions. Onsite managers are a requirement for buildings with 16 units or more.

The Residents of 633 Alma Avenue would like the return of an onsite residential building manager, for reasons of safety, maintenance, and habitability. We all look forward to these issues being resolved as soon as possible.

Loss of designated bike parking

The Residents have been very troubled by the loss of bike parking. The 15 Residents, whom held leases under the former owner J&R are entitled to park their bikes and strollers in the garage area as was designated by the previous two property managers. In addition, we have evidence in the form of notices and statements from the previous property managers designating the garage as bike and stroller parking.

Some Residents have moved their bikes into their units which has impacted the habitability of the unit due to small sizes of the studios and/or one bedroom units. Space in the small units is already at a premium, the addition of a bike or bikes has been a source of frustration for the Residents. Other Residents have had to turn to storing their bikes in nearby storage solutions. The monthly cost now being incurred on those Residents to long term store just one bike is approximately \$200 per month.

Moreover, we are also urging the Landlord to better promote environmental consciousness by keeping the designated bike parking which would promote Residents to ride their bikes.

The Residents are requesting that the garage be the designated location for bike and stroller parking, thus returning to the previous designation under the former owner.

If the above issues cannot be remedied, then all the Residents of 633 Alma Avenue will file for a Rent Decrease Petition on both issues. We would like to receive written or emailed correspondence detailing the decision and or intention from 633 Alma LP/Meridian Management Group, on both issues raised in this letter, by Friday Oct 11th, 2019.

Thank you for your time

Housing Rights Committee of San Francisco
Senior and Disability Action
Residents of 633 Alma Avenue

Mark Mikhail, #1

Marie Rivas # 3

Maureen Brennan, #7

Carly McQueen, #12

Sulaiman Hyatt & Mariam Wakili, #15

David Stempel, #17

Duane Vickey, #19

Hinemoa Lefao, #2

Marisa Williams, #6

Karolyn Van Putten, #8

Tamika Tolliver, #14

Jemma Jorel Lester, #16

Felicia Ward, #18

Carolyn Jeffries, #4

F

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 OCT 17 PM 2:55

Alma Apartments, LP

633 Alma Avenue, Oakland, CA 94610

July 30, 2019

To: All Tenants and Occupants of
633 Alma
Oakland, CA

RE: Building Manager Change

Dear Residents of 633 Alma Avenue,

Your Off-site manager for the location of 633 Alma Avenue has changed. Effective immediately, Dina Batalova has been hired as the off-site Manager for 633 Alma Avenue. We have had a pleasure working with Dina for several years and she brings a lot of knowledge and experience to the building.

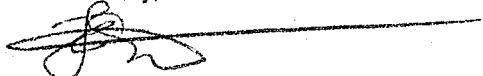
Dina's contact is 415-606-7976 and 154ala@mmgprop.com

If you have a building maintenance request, we require your request to be submitted in writing on a Maintenance Request Form and placed in the rent drop box in the lobby. (If your request is urgent, please send an email, text or call during normal business hours as the rent box is not checked daily.)

Please also remember that

- **All rents are due on or before the first** of the month. Please be sure to place them in the rent drop box on or before the 1st.
- **Only one check** will be accepted per unit each month **in the exact amount** due. Partial payments will not be accepted.
- Payments must be made in the form of personal check or guaranteed check (no cash) payable to **Alma Apartments, LP** and **made out/paid by the registered occupant**. This is the Tenant whose name is on the Lease or Rental Agreement and no one else.

Sincerely,



Ksusha Stewart

000197

F

Alma Apartments, LP
633 Alma Ave, Oakland, CA 94610
RECEIVED
CITY OF OAKLAND
RENT COLLECTION PROGRAM

Wednesday, October 4, 2017

2019 OCT 17 PM 2:55

To: All tenants
633 Alma Ave
Oakland, CA 94610

Re: Appointment of on-site manager

Dear Residents,

We are happy to inform you that a new resident manager has been hired to oversee the day to day activities of your wonderful home. Her name is Ursula, and she can be reached at **(925)705-3461**. This will be her new home as well, so please make her feel welcome.

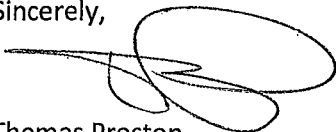
Except in the event of a dire emergency, keep your calls to normal business hours, 9 am through 5 pm, Monday through Friday. Also, please refrain from knocking on her apartment door. Since there is no on-site office, you can reach Ursula by phone and/or e-mail. In the event of a fire, please contact 911 first.

Now for a few reminders:

Maintenance requests- Maintenance requests must be made in writing. We've provided you with the form needed in the original welcome letter, but if you need another form, then let Ursula know. Please inform her of your request after you have filled out the form, signed the bottom, and submitted it to the rent box. You may also email a scanned version of the completed and signed form to **633alma@gmail.com**.

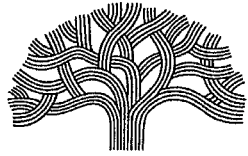
Rents- Rents are due on the first of every month, but if you know you will be away during rent collection time, then you can place a check in the box early. It will not be cashed until it comes due on the first. Rents are to be made out to **Alma Apartments, LP** for the exact amount due and by the registered tenant only (the name[s] on the original lease). Rents will incur a late fee if not paid by 5pm on the 5th of every month.

Sincerely,



Thomas Preston
Property Supervisor
Alma Apartments, LP

000198



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

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RENT ADJUSTMENT PROGRAM
For date stamp.
2019 DEC -6 PM 4:21

RCLM

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19-0472

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700
		Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400
		Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Laura Hoffman	Complete Address (with zip code) 633 Alma Ave #9 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
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: 7/14/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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


Owner respectfully demands this petition be dismissed via administrative decision. Tenant claims decreased housing services, however, Tenant has given no description of claimed decreased services, nor when they allegedly occurred, nor their presumptive value.

Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

Owner disputes any and all other claims that may be inferred from the tenant petition.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

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



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - BUSINESS INFORMATION

1. Account #: 00197907
 2. Mailing Address: ISABELLE MAZZONI
 ALMA APARTMENTS L P
 1717 POWELL ST 300
 SAN FRANCISCO, CA 94133-2843
 3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE
 OAKLAND, CA 94610-3853
 5. Industry Code: M

SECTION II - CLOSE ACCOUNT

THE BUSINESS OR RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : ____/____/____
Businesses or rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - CALCULATE 2019 TAXES DUE

If applicable, check the following box:

- Small Business Exemption: Total gross receipts must be \$ 3,300 or less and Form 4506T <https://www.irs.gov/pub/irs-pdf/f4506t.pdf> included. Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

6. 2019 TAX BASE (2018 Gross Rental Income) 6. \$ 236,930.21
 7. 2019 TAX DUE (Multiply Line 6 by .01395 OR enter \$13.95, whichever is greater) 7. \$ 3,305.18
 8. PENALTY DUE (if paying after March 1, 2019, see box at right) 8. \$ 0
 9. INTEREST DUE (if paying after March 1, 2019, see box at right) 9. \$ 0
 10. PRIOR AMOUNT DUE 10. \$ 0.00
 11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00
 12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00
 13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019

PENALTY DUE (on tax):
 3/2/2019 - 5/1/2019 add 10%
 5/2/2019 - until paid add 25%

INTEREST DUE (on tax + penalty):
 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Liu</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000203

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

442

11-8166/3210

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000204



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908

2. Mailing Address:

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISIALA

3. Owner Name: ALMA APARTMENTS L P

4. Rental Location: 633 ALMA AVE
OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : ____/____/____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by): \$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 4/1/2019 add 10% 4/2/2019 - 5/1/2019 add 25% 5/2/2019 - until paid add 50%
INTEREST DUE (on tax + penalty): 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Levi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000205

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000206

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

rc/ku

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2019 DEC -6 PM 4: 21
		<p align="center"><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>

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

CASE NUMBER T 19-0473

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700
		Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400
		Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Karolyn Van Putton	Complete Address (with zip code) 633 Alma Ave #8 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
 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: 7 / 14 / 17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
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The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

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

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

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

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**Owner respectfully demands this petition be dismissed via administrative decision.
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Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

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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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

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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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Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

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 SAN FRANCISCO, CA 94133-2843
 ISUALR
 3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE
 OAKLAND, CA 94610-3853
 5. Industry Code: M

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 Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

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 10. PRIOR AMOUNT DUE 10. \$ 0.00
 11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00
 12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00
 13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 5/1/2019 add 10% 5/2/2019 - until paid add 25%
INTEREST DUE (on tax + penalty): 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lee</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000211

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18 ** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

442

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000212



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908
2. Mailing Address:

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISABELLA

3. Owner Name: ALMA APARTMENTS L P
4. Rental Location: 633 ALMA AVE
OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____ / _____ / _____
Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV.
Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by)\$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 4/1/2019 add 10% 4/2/2019 - 5/1/2019 add 25% 5/2/2019 - until paid add 50%
INTEREST DUE (on tax + penalty): 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Levi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000213

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/>
				1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/>
				1,224.00

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

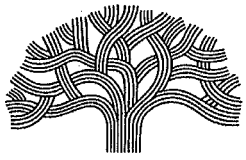
CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000214

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

20/24

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2019 DEC -6 PM 4: 21
	<u>PROPERTY OWNER</u> <u>RESPONSE</u>	

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

CASE NUMBER T 19-0474

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700
		Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400
		Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Felicia Ward	Complete Address (with zip code) 633 Alma Ave #18 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
 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: 7/14/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.
No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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


Owner respectfully demands this petition be dismissed via administrative decision. Tenant claims decreased housing services, however, Tenant has given no description of claimed decreased services, nor when they allegedly occurred, nor their presumptive value.

Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

Owner disputes any and all other claims that may be inferred from the tenant petition.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - BUSINESS INFORMATION

1. Account #: 00197907
 2. Mailing Address: ISABELLE MAZZONI
 ALMA APARTMENTS L P
 1717 POWELL ST 300
 SAN FRANCISCO, CA 94133-2843
 ISLALA

3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE
 OAKLAND, CA 94610-3853
 5. Industry Code: M

SECTION II - CLOSE ACCOUNT

THE BUSINESS OR RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON: _____/_____/_____
 Businesses or rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - CALCULATE 2019 TAXES DUE

If applicable, check the following box:

- Small Business Exemption: Total gross receipts must be \$ 3,300 or less and Form 4506T <https://www.irs.gov/pub/irs-pdf/f4506t.pdf> included.
 Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

6. 2019 TAX BASE (2018 Gross Rental Income) 6. \$ 236,930.21

7. 2019 TAX DUE (Multiply Line 6 by .01395 OR enter \$13.95, whichever is greater) 7. \$ 3,305.18

8. PENALTY DUE (if paying after March 1, 2019, see box at right) 8. \$ 0

9. INTEREST DUE (if paying after March 1, 2019, see box at right) 9. \$ 0

10. PRIOR AMOUNT DUE 10. \$ 0.00

11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00

12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00

13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 5/1/2019 add 10% 5/2/2019 - until paid add 25%
INTEREST DUE (on tax + penalty): 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lee</i>		

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

442

01/16/2019

\$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000220



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)
DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908
2. Mailing Address:

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISIALA

3. Owner Name: ALMA APARTMENTS L P
4. Rental Location: 633 ALMA AVE
OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____ / _____ / _____
Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV.
Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS:
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE
(multiply Line 7 by)\$68.00
- 9. PENALTY DUE
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE
- 12. TOTAL DUE (add Lines 8-11)

- 7. 18
- 8. \$ 1,224.00
- 9. \$ 0
- 10. \$ 0
- 11. \$ 0
- 12. \$ 1,224.00

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 4/1/2019 add 10% 4/2/2019 - 5/1/2019 add 25% 5/2/2019 - until paid add 50%
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Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Aharon Levi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320. OAKLAND, CA 94612

510-238-3704

000221

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
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SAN FRANCISCO, CA 94109**

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1699 Van Ness Avenue
San Francisco, CA 94109
11-8166/3210

439

01/16/2019 \$1,224.00***

**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

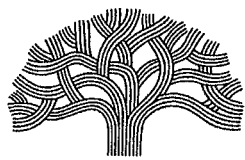
CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000222

2/2/19

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2019 DEC -6 PM 4:21
		<u>PROPERTY OWNER</u> <u>RESPONSE</u>

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

CASE NUMBER T 19-0475

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700
		Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400
		Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) David Stempel	Complete Address (with zip code) 633 Alma Ave #17 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
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: 7 /14/17.

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

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

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

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.

No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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


Owner respectfully demands this petition be dismissed via administrative decision. Tenant claims decreased housing services, however, Tenant has given no description of claimed decreased services, nor when they allegedly occurred, nor their presumptive value.

Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

Owner disputes any and all other claims that may be inferred from the tenant petition.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - BUSINESS INFORMATION

1. Account #: 00197907
 2. Mailing Address:
 ISABELLE MAZZONI
 ALMA APARTMENTS L P
 1717 POWELL ST 300
 SAN FRANCISCO, CA 94133-2843
 ISHALA
 3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE
 OAKLAND, CA 94610-3853
 5. Industry Code: M

SECTION II - CLOSE ACCOUNT

THE BUSINESS OR RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON: ____/____/____
Businesses or rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - CALCULATE 2019 TAXES DUE

If applicable, check the following box:

- Small Business Exemption: Total gross receipts must be \$ 3,300 or less and Form 4506T <https://www.irs.gov/pub/irs-pdf/f4506t.pdf> included. Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

6. 2019 TAX BASE (2018 Gross Rental Income) 6. \$ 236,930.21
 7. 2019 TAX DUE (Multiply Line 6 by .01395 OR enter \$13.95, whichever is greater) 7. \$ 3,305.18
 8. PENALTY DUE (if paying after March 1, 2019, see box at right) 8. \$ 0
 9. INTEREST DUE (if paying after March 1, 2019, see box at right) 9. \$ 0
 10. PRIOR AMOUNT DUE 10. \$ 0.00
 11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00
 12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00
 13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019

PENALTY DUE (on tax):
 3/2/2019 - 5/1/2019 add 10%
 5/2/2019 - until paid add 25%

INTEREST DUE (on tax + penalty):
 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lui</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000227

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109
11-8166/3210

442

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000228



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908

3. Owner Name: ALMA APARTMENTS L P

2. Mailing Address:

4. Rental Location: 633 ALMA AVE

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISIALA

OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : ____/____/____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by): \$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019

PENALTY DUE (on tax):

3/2/2019 - 4/1/2019 add 10%

4/2/2019 - 5/1/2019 add 25%

5/2/2019 - until paid add 50%

INTEREST DUE (on tax + penalty):

3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197908 and PIN: 864990

BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Levi</i>		

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

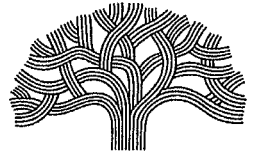
CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000230

allm

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2017 DEC -6 PM 4:21 <u>PROPERTY OWNER</u> <u>RESPONSE</u>
--	--	---

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

CASE NUMBER T 19-0476

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700 Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Sulaiman Hyatt	Complete Address (with zip code) 633 Alma Ave #15 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
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: 7/14/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.
No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
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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.

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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.


Owner respectfully demands this petition be dismissed via administrative decision. Tenant claims decreased housing services, however, Tenant has given no description of claimed decreased services, nor when they allegedly occurred, nor their presumptive value.

Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

Owner disputes any and all other claims that may be inferred from the tenant petition.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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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



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

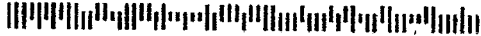
Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

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 ALMA APARTMENTS L P
 1717 POWELL ST300
 SAN FRANCISCO, CA94133-2843

3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE
 OAKLAND, CA 94610-3853
 5. Industry Code: M



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 Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

6. 2019 TAX BASE (2018 Gross Rental Income) 6. \$ 236,930.21

7. 2019 TAX DUE (Multiply Line 6 by .01395 OR enter \$13.95, whichever is greater) 7. \$ 3,305.18

8. PENALTY DUE (if paying after March 1, 2019, see box at right) 8. \$ 0

9. INTEREST DUE (if paying after March 1, 2019, see box at right) 9. \$ 0

10. PRIOR AMOUNT DUE 10. \$ 0.00

11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00

12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00

13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 5/1/2019 add 10% 5/2/2019 - until paid add 25%
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Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lui</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000235

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18 * BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<hr/> 3,312.18

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

442

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000236



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908

3. Owner Name: ALMA APARTMENTS L P

2. Mailing Address:

4. Rental Location: 633 ALMA AVE

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISIALA

OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____/_____/_____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by): \$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019
PENALTY DUE (on tax):
3/2/2019 - 4/1/2019 add 10%
4/2/2019 - 5/1/2019 add 25%
5/2/2019 - until paid add 50%
INTEREST DUE (on tax + penalty):
3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lewi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000237

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00 ** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000238



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

RECEIVED
 CITY OF OAKLAND
 RENT ADJUSTMENT PROGRAM
 For date stamp:
 2019 DEC -6 PM 4:20

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19-0479

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700
		Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400
		Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Duane Vickrey	Complete Address (with zip code) 633 Alma Ave #19 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
 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: 7/14/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

Owner respectfully demands this petition be dismissed via administrative decision. Tenant claims decreased housing services, however, Tenant has given no description of claimed decreased services, nor when they allegedly occurred, nor their presumptive value.

Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

Owner disputes any and all other claims that may be inferred from the tenant petition.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

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



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - BUSINESS INFORMATION

1. Account #: 00197907
 2. Mailing Address: ISABELLE MAZZONI
 ALMA APARTMENTS L P
 1717 POWELL ST 300
 SAN FRANCISCO, CA 94133-2843
 ISLALA
 3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE
 OAKLAND, CA 94610-3853
 5. Industry Code: M

SECTION II - CLOSE ACCOUNT

THE BUSINESS OR RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON: _____
 Businesses or rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - CALCULATE 2019 TAXES DUE

If applicable, check the following box:

- Small Business Exemption: Total gross receipts must be \$ 3,300 or less and Form 4506T <https://www.irs.gov/pub/irs-pdf/f4506t.pdf> included.
 Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

6. 2019 TAX BASE (2018 Gross Rental Income) 6. \$ 236,930.21
 7. 2019 TAX DUE (Multiply Line 6 by .01395 OR enter \$13.95, whichever is greater) 7. \$ 3,305.18
 8. PENALTY DUE (if paying after March 1, 2019, see box at right) 8. \$ 0
 9. INTEREST DUE (if paying after March 1, 2019, see box at right) 9. \$ 0
 10. PRIOR AMOUNT DUE 10. \$ 0.00
 11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00
 12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00
 13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019

PENALTY DUE (on tax):
 3/2/2019 - 5/1/2019 add 10%
 5/2/2019 - until paid add 25%

INTEREST DUE (on tax + penalty):
 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lee</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property Account	Invoice - Date	Description	Amount
0154 6010	00197907 - 01/15/2019		3,312.18
			<u>3,312.18</u>

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property Account	Invoice - Date	Description	Amount
0154 6010	00197907 - 01/15/2019		3,312.18
			<u>3,312.18</u>

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

442

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000244



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908

2. Mailing Address:

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISABELLA

3. Owner Name: ALMA APARTMENTS L P

4. Rental Location: 633 ALMA AVE
OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____ / _____ / _____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by):\$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019
PENALTY DUE (on tax):
3/2/2019 - 4/1/2019 add 10%
4/2/2019 - 5/1/2019 add 25%
5/2/2019 - until paid add 50%
INTEREST DUE (on tax + penalty):
3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Levi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320. OAKLAND, CA 94612

510-238-3704

000245

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

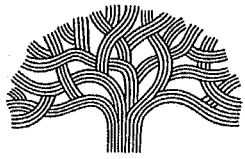
**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000246

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2019 DEC -6 PM 4:20
	<u>PROPERTY OWNER</u> <u>RESPONSE</u>	

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

CASE NUMBER T 19-0480

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700
		Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400
		Email: gmc@themccconnellgroup.com jr@themccconnellgroup.com
Tenant(s) Name(s) Maureen Brennan	Complete Address (with zip code) 633 Alma Ave #7 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
 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: 7 / 14 / 17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

Owner respectfully demands this petition be dismissed via administrative decision. Tenant claims decreased housing services, however, Tenant has given no description of claimed decreased services, nor when they allegedly occurred, nor their presumptive value.

Furthermore, Tenant did not specify when, if ever, they notified Owner of alleged decreased services.

Owner disputes any and all other claims that may be inferred from the tenant petition.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - BUSINESS INFORMATION

1. Account #: 00197907
 2. Mailing Address: ISABELLE MAZZONI ALMA APARTMENTS L P 1717 POWELL ST 300 SAN FRANCISCO, CA 94133-2843
 3. Business Name: ALMA APARTMENTS LP
 4. Business Location: 633 ALMA AVE OAKLAND, CA 94610-3853
 5. Industry Code: M

SECTION II - CLOSE ACCOUNT

THE BUSINESS OR RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON: _____
Businesses or rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - CALCULATE 2019 TAXES DUE

If applicable, check the following box:

- Small Business Exemption: Total gross receipts must be \$ 3,300 or less and Form 4506T <https://www.irs.gov/pub/irs-pdf/f4506t.pdf> included. Note: This exemption must be claimed on or before March 1, 2019 to qualify (only industry codes A, B, C, D, E, F, G, I, T & U).
- Requesting Apportionment of Gross Receipts: Complete worksheet in the enclosed instructions (only industry codes A, B, C, D, E, F, G, I, T & Z).

PLEASE INCLUDE DOLLARS AND CENTS (e.g. \$1,000.00)

6. 2019 TAX BASE (2018 Gross Rental Income) 6. \$ 236,930.21
 7. 2019 TAX DUE (Multiply Line 6 by .01395 OR enter \$13.95, whichever is greater) 7. \$ 3,305.18
 8. PENALTY DUE (if paying after March 1, 2019, see box at right) 8. \$ 0
 9. INTEREST DUE (if paying after March 1, 2019, see box at right) 9. \$ 0
 10. PRIOR AMOUNT DUE 10. \$ 0.00
 11. RECORDATION AND TECHNOLOGY FEE 11. \$ 3.00
 12. STATE DISABILITY ACCESS AND EDUCATION FUND 12. \$ 4.00
 13. TOTAL AMOUNT DUE (add Lines 7-12) 13. \$ 3,312.18

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 5/1/2019 add 10% 5/2/2019 - until paid add 25%
INTEREST DUE (on tax + penalty): 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Lee</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<u>3,312.18</u>

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	6010	00197907 - 01/15/2019		3,312.18
				<u>3,312.18</u>

ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

442

11-8166/3210

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000252



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908
2. Mailing Address:

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISIALA

3. Owner Name: ALMA APARTMENTS L P
4. Rental Location: 633 ALMA AVE
OAKLAND, CA 94610-3853

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : ____/____/____
Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV.
Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by): \$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019

PENALTY DUE (on tax):
3/2/2019 - 4/1/2019 add 10%
4/2/2019 - 5/1/2019 add 25%
5/2/2019 - until paid add 50%

INTEREST DUE (on tax + penalty):
3/2/2019 - until paid add 1% per
calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Haron Levi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

**ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109**

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000254



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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
For date stamp:
2019 DEC -6 PM 4:20

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19-0482

Your Name Lucky Stewart Alma Apartments LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700 Email: Lucky@flynninv.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Marisa Williams	Complete Address (with zip code) 633 Alma Ave #6 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
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: 7 / 14 / 17.

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

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

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

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.

No increase is being challenged

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? 7/18/17 By Current owner, and previously by prior owner.

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

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

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

III. EXEMPTION

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

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

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
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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.

Owner disputes any and all claims of decreased services. Owner reserves the right to supplement this response with evidentiary documentation prior to the hearing and testimony at the hearing, per RAP regulations.

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

12/6/19

Date

IMPORTANT INFORMATION:

Time to File

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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

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



CITY OF OAKLAND - 2019 BUSINESS TAX DECLARATION (GREEN)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

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 OAKLAND, CA 94610-3853
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INTEREST DUE (on tax + penalty):
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 Enter account number: 00197907 and PIN: 889175
 BY MAIL: Send one check per account made payable to "City of Oakland - Business Tax" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION IV - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Liu</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

DATE:01/16/2019 CK#:442 TOTAL:\$3,312.18*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
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Property	Account	Invoice - Date	Description	Amount
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11-8166/3210

442

01/16/2019 \$3,312.18***

**** THREE THOUSAND THREE HUNDRED TWELVE AND 18/100 DOLLARS
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CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000260



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00197908

3. Owner Name: ALMA APARTMENTS L P

2. Mailing Address:

4. Rental Location: 633 ALMA AVE
OAKLAND, CA 94610-3853

ISABELLE MAZZONI
ALMA APARTMENTS L P
1717 POWELL ST STE 300
SAN FRANCISCO, CA 94133-2823

ISIALA

5. Total Number of Units per Alameda County Records : 18



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____/_____/_____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

- A. Owner-Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed E. _____

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E): 6. 0

SECTION IV - NET CHARGEABLE UNITS

- 7. NET CHARGEABLE UNITS: 7. 18
(deduct Line 6 from the total units pre-printed on Line 5)
- 8. FEE DUE 8. \$ 1,224.00
(multiply Line 7 by): \$68.00
- 9. PENALTY DUE 9. \$ 0
(if paying after March 1, 2019 see box to the right)
- 10. INTEREST DUE 10. \$ 0
(if paying after March 1, 2019 see box to the right)
- 11. PRIOR AMOUNT DUE 11. \$ 0
- 12. TOTAL DUE (add Lines 8-11) 12. \$ 1,224.00

If paying after March 1, 2019
PENALTY DUE (on tax): 3/2/2019 - 4/1/2019 add 10% 4/2/2019 - 5/1/2019 add 25% 5/2/2019 - until paid add 50%
INTEREST DUE (on tax + penalty): 3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck
 Enter account number: 00197908 and PIN: 864990
 BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
 WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
	<i>Sharon Levi</i>		

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320. OAKLAND, CA 94612

☎ 510-238-3704

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

DATE:01/16/2019 CK#:439 TOTAL:\$1,224.00*** BANK:633 Alma Ave Checking(0154-ck)
PAYEE:CITY OF OAKLAND(7000317)

Property	Account	Invoice - Date	Description	Amount
0154	5320	00197908 - 01/15/2019		1,224.00
				<hr/> 1,224.00

ALMA APARTMENTS LP
MERIDIAN MANAGEMENT GROUP
TRUST ACCOUNT
1145 BUSH STREET
SAN FRANCISCO, CA 94109

First Republic Bank
1699 Van Ness Avenue
San Francisco, CA 94109

11-8166/3210

439

01/16/2019 \$1,224.00***

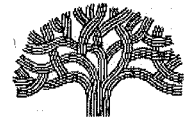
**** ONE THOUSAND TWO HUNDRED TWENTY FOUR AND 00/100 DOLLARS
TO THE ORDER OF

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA SUITE 1320
OAKLAND, CA 94612-2011

NON-NEGOTIABLE

000262

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0472, Hoffman v. Alma Apartments, LP
T19-0473, Van Putton v. Alma Apartments, LP
T19-0474, Ward v. Alma Apartments, LP
T19-0475, Stempel v. Alma Apartments, LP
T19-0476, Hyatt v. Alma Apartments, LP
T19-0479, Vickrey v. Alma Apartments, LP
T19-0480, Brennan v. Alma Apartments, LP
T19-0482, Williams v. Alma Apartments, LP

PROPERTY ADDRESS: 633 Alma Ave., Oakland, CA

DATES OF HEARINGS: November 4, 2020; January 25, 2021;
August 11, 2021; August 12, 2021

DATE OF DECISION: October 5, 2021

APPEARANCES: Sulamain Hyatt, Tenant, Unit #15, and Tenant
Representative for November and January hearings
Duane Vickrey, Tenant, Unit #19
David Stempel, Tenant Unit #17
Moreen Brennan, Tenant, Unit #7
Carolyn Van Putton, Tenant, Unit #8
Felicia Ward, Tenant, Unit #18
Laura Hoffman, Tenant, Unit #9
Marisa Williams, Tenant, Unit #6
James Vann, Tenant Representative for August hearings
Sheila Ehsan, Property Supervisor for Meridian
Management Group, Owner's Agent
Gregory McConnell, Owner's Representative
JR McConnell, Owner's Representative

SUMMARY OF DECISION

The Tenant Petitions are denied.

000263

CONTENTIONS OF THE PARTIES

All tenant petitions listed above were filed on October 17, 2019. The petitions were identical and alleged one single issue: a loss of housing services originally provided by the owner. The petitions were consolidated and heard together in a remote hearing over the course of four (4) hearing days, on the dates listed above.

The tenant representative, Mr. Hyatt, who was identified as a representative on all tenant petitions, stated at the first hearing that the only issue the tenants wished to address is the lack of an on-site manager, and withdrew any other claims relating to bike/stroller storage, maintenance and general upkeep issues. The representative explained that the bike/storage issue was remedied by the owner, and that the maintenance/upkeep issues were tied to the lack of an on-site manager. Therefore, this Hearing Decision will only address the issue of the lack of a resident manager.

The tenants retained James Vann as their new tenant representative for the August 11 and August 12, 2021, hearing dates.

The owner filed responses to each tenant petition, which alleged that no decrease/loss of housing services occurred.

ISSUES

1. Are the tenant petitions timely filed?
2. Have the tenants' housing services decreased and, if so, by what amount?

EVIDENCE

Background

The subject units are located in a residential building consisting of 18 residential units. The current owner acquired the property on July 14, 2017, and Meridian Management Group took over the management of the property at that time. The current owner provided the notice of the Rent Adjustment Program (RAP Notice) to the tenants on July 18, 2017; the tenants also received the RAP Notice from the previous owner before July 18, 2017. This evidence was not disputed.

Decreased Housing Services

Lack of Resident Manager: The tenants testified and submitted a timeline that the on-site manager Ursula Morales departed on May 30, 2019, and was not replaced. They testified that, since Ursula departed, they felt unsafe because there were several break-ins, and, to their knowledge, the locks were not changed after the break-ins. The most recent break in was in July of 2020, after the petitions were filed. The tenants testified that they felt safer before May 30, 2019, because they could go talk to the

resident manager who was always present and would address small issues the same day.

The tenants testified that they do not believe Sarah Anderson, who resides at the property and whose title is a "key-keeper," fulfills the role of the resident manager and they do not like the fact that another tenant, like Sarah, has a key to their unit. The tenants did acknowledge that they knew that Sarah Anderson was the "key-keeper" who resides at the property and that they had a contact with her, the off-site manager Dina, and/or Sheila Ehsan from the Meridian Management office at some point. The tenants also acknowledged that they knew that there was a drop box in the lobby for them to pay rent and also to submit any maintenance-related issues and concerns, but that most of them did not use the maintenance request forms.

The owner's agent, Sheila Ehsan, testified that Dina became the resident manager after Ursula left, and when Dina moved out and became an "off-site" manager, Meridian retained Sarah Anderson, who resides at the property and fulfills the role of the resident manager. Sarah is responsible for managing the drop box, she is the point of contact for tenants and, in case of emergency, she has keys to all units and can enter any unit; she is available for the tenants' issues and concerns. The tenants can call, text or email her. In addition to Sarah, the tenants can also contact Dina or her (Sheila Ehsan) at the Meridian office and they have done that.

Since Meridian Management took over the management of the property, a drop box was placed in the lobby where the tenants can drop rent checks and place service requests for any issues that need to be addressed. The drop box is checked daily either by Sarah, the current resident manager, or by Ms. Ehsan's assistant. The service requests are reviewed daily at the management office that facilitates the work to be done either by Meridian employees or outside vendors. Ms. Ehsan testified that the tenants received letters and notices from the management office about this process. She also testified that the front entry door was re-keyed in 2020.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Claim for Decreased Housing Services is Untimely Filed

For a petition claiming decreased housing services, the petition must be filed within ninety (90) days from the date the tenant is noticed or first becomes aware of the decreased housing service.¹

The tenants testified and submitted a timeline where they allege that the date the last resident manager Ursula Morales was removed and never replaced was on May 30, 2019. This was a discrete act. To be considered timely, the tenant petitions should have been filed within 90 days after May 30, 2019, which would have been August 28, 2019. Since the tenant petitions were filed on October 17, 2019, they were untimely filed.

¹ O.M.C. §8.22.090A(3)(a)

Therefore, the tenants' claim for loss of housing services relating to the lack of an on-site manager is denied as untimely filed.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent² and may be corrected by a rent adjustment.³ To justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability⁴ of a unit or one that was provided at the beginning of the tenancy and is no longer being provided, or one that was contracted between the parties. In a decreased services case, the tenants have the burden of proving decreased housing services by a preponderance of the evidence and must establish that they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to a relief.⁵

"A manager, janitor, housekeeper or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are 16 or more apartments, ..." (California Code of Regulations, Title 25, §42.)

Lack of Resident Manager: Even if timely filed, there was no evidence of a lack of responsible person residing at the property who fulfilled duties of a resident manager as required by law. After Ursula left, Dina was the resident manager, and, after Dina moved out and became an off-site manager, Sarah Anderson replaced Dina. Sarah is a full-time resident who is the point of contact for the tenants, responsible for the drop box, has keys to all apartments and can enter any apartment if needed. There is no legal requirement that the resident manager has a duty to fight off intruders, engage in conflicts between tenants, help carry bags, be present at the property 24/7, or patrol the common areas of the building.

The tenants were notified that Sarah Anderson, who replaced Dina, was the responsible person, called a "key-keeper," and that Sarah was residing at the property and had keys to all units. The tenants were notified that they have the option to fill out a request form and leave it in the drop box that Sarah checks daily and brings to Sheila's attention at Meridian's office, or they can contact Sarah directly. The tenants can also contact the off-site manager and/or contact Sheila Ehsan at the Meridian Management Office with any needs or concerns. The tenants have three individuals and a management company with regular employees and vendors to take care of their maintenance/repair needs, including the regular cleaning of the common areas.

There was no evidence of any loss of housing services that would warrant reduction in rent relating to the lack of a resident manager. The tenants testified that they knew who to contact and, at some point, contacted all three persons they knew

² O.M.C. §8.22.070(F)

³ O.M.C. §8.22.110(E)

⁴ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

⁵ Hearing Decision T11-0191, *Howard v. Smith* (2012)

were responsible for the property (Sarah, Dina and Sheila) when they needed to contact someone. The tenants did not sustain their burden of proof relating to the lack of a resident manager and this claim is denied on this basis as well.

ORDER

Tenant Petitions T19-0472, T19-0473, T19-0474, T19-475, T19-0476, T19-0479, T19-0480 and T19-0482 are denied.

Right to Appeal: This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a completed RAP appeal form within 15 days after service of the decision, shown on the attached Proof of Service.

Dated: October 5, 2021

Linda Moroz

Linda M. Moroz, Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

**Case Number T19-0472, T19-0473, T19-0474, T19-0475, T19-0476, T19-0479,
T19-0480 & T19-0482**

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

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

Property Owner:

Lucky Stewart
Alma Apartments, LP
1145 Bush Street
San Francisco, CA 94109

Owner Representative:

Gregory McConnell & JR McConnell
The McConnell Group
300 Frank H. Ogawa Plaza, Suite # 460
Oakland, CA 94612

Tenants:

David Sempel
633 Alma Avenue, Apt. #17
Oakland, CA 94610

Duane Vickrey
633 Alma Avenue, Apt. #19
Oakland, CA 94610

Felicia Ward
633 Alma Avenue, Apt. #18
Oakland, CA 94610

Karolyn Van Putten
633 Alma Avenue, Apt. #8
Oakland, CA 94610

000268

Laura Hoffman
633 Alma Avenue, Apt. #9
Oakland, CA 94610

Mariam Wakili
633 Alma Avenue, Apt. #15
Oakland, CA 94610

Marisa Williams
633 Alma Avenue, Apt. #6
Oakland, CA 94610

Maureen Brennan
633 Alma Avenue, Apt. #7
Oakland, CA 94610

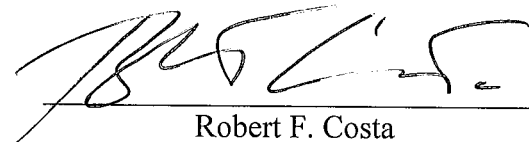
Sulaiman Hyatt
633 Alma Avenue, Apt. #15
Oakland, CA 94610

Tenant Representative

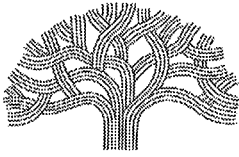
James E. Vann
251 Wayne Avenue
Oakland, CA 94606

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 October 12, 2020 in Oakland, California.



Robert F. Costa
Oakland Rent Adjustment Program



CITY OF OAKLAND

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

For Postage Stamp
RECEIVED
NOV -3 2021
RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name <u>Please see attached list of appellant names and signatures</u>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <u>633 Alma Avenue, Oakland CA 94610</u>			
Appellant's Mailing Address (For receipt of notices) <u>633 Alma Avenue, Oakland CA 94610</u>		Case Number T19-0472 — T19-0482 (case list attached)	
		Date of Decision appealed <u>October 5, 2021</u>	
Name of Representative (if any) <u>James E. Vann</u>		Representative's Mailing Address (For notices) <u>251 Wayne Avenue, Oakland CA 94606</u>	

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

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

For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 9.

- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on October 26, 2021, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	<u>The McConnell Group / Gregory McConnell</u>
Address	<u>300 Frank H. Ogawa Plaza, Suite 460</u>
City, State Zip	<u>Oakland CA 94612</u>
Name	
Address	
City, State Zip	

<u>Please see attached list of appellant names and signatures</u> <u>PAGE 7</u>	<u>October 26, 2021</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.



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

For Rent Adjustment Program Applications
RECEIVED

NOV -3 2021

**RENT ADJUSTMENT PROGRAM
OAKLAND**

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of:

RAP Appeal Form

(insert name of document served)

And Additional Documents

and (write number of attached pages) 9 attached pages (not counting the Petition or Response served 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. 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.
- b. 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 listed below.
- c. 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.

PERSON(S) SERVED:

Name	<u>The McConnell Group / Gregory McConnell</u>
Address	<u>300 Frank H. Ogawa Plaza, Suite 460</u>
City, State, Zip	<u>OAKLAND CA 94612</u>

Name	<i>Maria A. Rodriguez</i>
Address	<i>633 Alameda Ave, Hill</i>
City, State, Zip	<i>Oakland, CA 94610</i>

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

PETITIONER'S NAMES & SIGNATURES: PROOF OF SERVICE

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 10 / 26 / 2021 (insert date served).

CASE #	CASE	SIGNATURE	DATE
T19-0472	Laura Hoffman v. Alma Apartments, LP	<u>Laura Hoffman</u>	<u>10/25/21</u>
T19-0473	Karolyn van Putten v. Alma Apartments, LP	<u>Duane Vickrey on behalf of Karolyn van Putten</u>	<u>10/26/21</u>
T19-0474	Felicia Ward v. Alma Apartments, LP	<u>FW</u>	<u>10/25/21</u>
T19-0475	David Stempel v. Alma Apartments, LP	<u>David Stempel</u>	<u>10-25-21</u>
T19-0476	Sulaiman Hyatt v. Alma Apartments, LP	<u>[Signature]</u>	<u>10/25/21</u>
T19-0479	Duane Vickrey v. Alma Apartments, LP	<u>Duane Vickrey</u>	<u>10/25/21</u>
T19-0480	Maureen Brennan v. Alma Apartments, LP	<u>Maureen Brennan</u>	<u>10/25/21</u>
T19-0482	Marisa Williams v. Alma Apartments, LP	<u>[Signature]</u>	<u>10/25/2021</u>

OAKLAND RAP PROGRAM APPEAL

T19-0472	<i>Hoffman v. Alma Apartments, LP</i>
T19-0473	<i>van Putten v. Alma Apartments, LP</i>
T19-0474	<i>Ward v. Alma Apartments, LP</i>
T19-0475	<i>Stempel v. Alma Apartments, LP</i>
T19-0476	<i>Hyatt v. Alma Apartments, LP</i>
T19-0479	<i>Vickrey v. Alma Apartments, LP</i>
T19-0480	<i>Brennan v. Alma Apartments, LP</i>
T19-0482	<i>Williams v. Alma Apartments, LP</i>

In response to the RAP Hearing Decision, dated October 5, 2021 (and sent by USPS on October 12, 2021), there were numerous findings which appear erroneous and based upon incorrect information which is not supported by substantial evidence.

The decision is not supported by substantial evidence

EVIDENCE (pp. 2-3)

- 1) In the RAP Hearing Decision, the Hearing Officer (Linda Moroz) states that, "...Sheila Ehsan, testified that Dina became the resident manager after Ursula left, and when Dina moved out and became an "off-site" manager, Meridian retained Sarah Anderson."

This information is categorically false and was never supported by any evidence presented by Alma LP. More importantly, it's impossible for Dina to have "moved out" because she NEVER moved-in to 633 Alma Avenue.

- 2) Additionally, my recollection is that Sheila Ehsan testified at the hearings that she was **not** employed for the duration of the events cited in petitioners' complaint(s).

Based on documentation tenants received from Alma LP on July 30, 2019 memo (*included in petitioners' evidence packet*), it appears the person employed by Alma LP at the time of Ms. Batalova's hiring was Ms. Ksusha Stewart.

It is thus unclear whether or not Ms. Ehsan was employed by Alma LP at the time of Dina Batalova's hiring.

If Ms. Ehsan provided testimony for time periods for which she was not employed or present, then her testimony -- and any decisions predicated upon her testimony -- should be stricken from the tenant's cases.

- 3) Lastly, a metal drop box supplied by Alma LP for submitting rent checks and service requests clearly **does not** fulfill the scope of duties of an onsite building manager.

FINDINGS (pp. 3-5)

Timeliness of RAP petition filing

- 1) Tenants' RAP petitions were filed in a timely fashion and the findings of the RAP Hearing Officer are erroneous.
- 2) The practice of Alma LP was to provide an onsite building manager, from Kathy Espinoza (who was terminated July 31, 2017) to Ursula Morales, who began on October 4, 2017. This arrangement was in effect for the first 22 months of Alma LP's ownership of the building. So, when tenants learned that Ursula Morales resigned at the end of May 2019, all tenants assumed another onsite building manager would be hired.

Tenants attested to this being the practice for decades of their occupancy here, and is a codified requirement in California state law (California Code of Regulations (Title 25, §42). Therefore, tenants had no grounds or reason to believe these services would be terminated.

Tenants only learned of Alma LP's intention to reduce housing services by removing the onsite building manager when we received Alma LP's memo on July 30, 2019 stating that an "offsite manager" had been hired (Dina Batalova).

This was an abrupt change of practice by Alma LP, and therefore, impossible for tenants to anticipate at the time of Ms. Morales' departure.

After tenants received the July 30, 2019 memo, all were perplexed by what "off-site manager" meant, as it was a clear change in practice by Alma LP (and all previous property owners).

Tenants sought clarification from Alma LP regarding the loss of the onsite building manager, since Ms. Batalova never occupied an apartment in the

building. However, Alma LP's representatives were unresponsive to tenants' inquiries.

It only became clear in one-on-one conversations with Ms. Batalova that Alma LP had no intention of resuming having an onsite building manager. This loss of housing services is what triggered tenants to file their petitions with the RAP program on October 17, 2019.

- 3) Tenants subsequently received an Alma LP memo on November 4, 2019, weeks AFTER tenants filed RAP program petitions, announcing Sarah Anderson as "key keeper" -- and her role was clearly not to serve as an onsite building manager.
- 4) These two Alma LP memos (July 30, 2019 and November 4, 2019 -- both included in petitioners' evidence packet) serve as unambiguous evidence tenants' RAP petitions were filed in a timely fashion and the findings of the RAP Hearing Officer are erroneous.

Decreased Housing Services

Tenants provided evidence in the form of dated documents, memorandum, timelines and individual testimony that clearly demonstrated a sudden change in business practices by Alma LP which resulted in a dramatic loss of housing services.

Alma LP has testified that the installation of a metal lockbox in the building lobby is meant to serve as an adjunct to the presence of an onsite building manager. This is clear, undisputed evidence of a change in their practices and affirms a reduction in housing services. It's also a violation of California law.

If the onsite tenant manager wasn't considered a "housing service", then why did all the building owners, including Alma LP, ensure up until July 30, 2019 that an onsite tenant manager was continuously serving in that capacity? Did they really perform no function beyond that of a metal box?

And does the term "Key Keeper" -- a term which was coined by Alma LP, not the tenants -- sound like that person is serving in the same role with the same responsibilities as an onsite tenant manager?

Lack of Resident Manager

The RAP Hearing Officer reached several erroneous conclusions about the evidence presented regarding an onsite building manager.

- 1) The RAP Hearing Officer stated, "After Ursula left, Dina was the resident manager, and, after Dina moved-out and became an off-site manager, Sarah Anderson replaced Dina."

This statement by the RAP Hearing Officer is clearly not supported by the documents and evidence provided by Alma LP, which tenants included in their RAP petitions.

- ~ Ms. Ursula Morales departed approximately May 30, 2019.
- ~ Ms. Dina Batalova commenced July 30, 2019 and *never* resided in the building.
- ~ Tenants filed RAP program petitions on October 17, 2019

- 2) Ms. Sarah Anderson was not announced as "key-keeper" by Alma LP until the November 4, 2019 memo. This memo was the first document authored by Sheila Ehsan and was dated nearly a month AFTER tenants filed their petitions to the RAP office.

In this "key-keeper" memo, it unambiguously states, "All maintenance requests and building emergencies should first be reported to Off-site Manager, Dina Batalova."

The memo also reads, "Please respect Sarah's privacy as a fellow tenant and do not contact her directly at her apartment unless you have tried contacting Dina first and the matter is an emergency..."

Alma LP's own language in this memo makes it crystal clear they didn't consider Sarah Anderson was serving as an onsite building manager.

Additionally, Sarah repeatedly and stridently informed tenants that she was NOT the onsite building manager and expressed her frustration at being expected to act in that role.

Therefore, the RAP Hearing Officer made errors in interpreting the documentation and evidence presented by tenants, leading to erroneous conclusions about the presence of an onsite building manager.

Changing of Building Locks

Numerous tenants testified about their safety concerns that the building locks haven't been changed over the duration of Alma LP's ownership of the building, despite numerous break-ins and thefts since Alma LP assumed control of the building.

At the very end of the hearing process, after the last tenant had completed their testimony, Alma LP representative, Sheila Ehsan made a claim that the entry locks to the building had been changed in 2020. However, the timing of this claim by Ms. Ehsan didn't permit tenants to challenge her assertion because they'd all concluded their testimony and weren't permitted to cross-examine this new, and patently false, claim.

Ms. Ehsan's claim was unaccompanied by any supporting documentary evidence to affirm the veracity of her claim, but was allowed to stand as "evidence" to the record by the Hearing Officer.

I was denied a sufficient opportunity to present my claim

I and fellow tenant petitioners submitted ample evidence in our evidence packets which was not challenged by Alma LP or their representatives, nor were queried by the Hearing Officer, to contextualize the loss of housing services that resulted from the removal of the onsite building manager.

Tenants provided example after example of the loss of housing services which occurred after "offsite manager" Dina Batalova replaced the former onsite building manager, Ursula Morales.

The losses extended from formerly knowing there was a responsible party on-premises for a building emergency, such a responding to building security needs after a break-in, assisting tenants who were locked-out of their apartment, addressing plumbing repairs, being able to turn off the water supply in the event of a ruptured water pipe, or mitigating fire hazards such as our electric clothes dryers overheating and ensuring repairs were conducted in a timely fashion to mitigate these hazards.

These responsibilities were included in detail in the Employment Agreement for the former onsite building manager, Ursula Morales, in the Alma LP evidence packet. These responsibilities were essentially abandoned by the "offsite manager", Dina Batalova, but the Hearing Officer failed to explore these clear, documented distinctions in the hearing process.

The Hearing Officer stated that the only information she would consider as "evidence" was material from the petitioner that the owner (and/or owner's representative) subsequently cross-examined.

This gave the owner and/or owner's representative complete control over what would be admissible "evidence" in the hearing. This procedure negated me and the other tenant petitioner's an opportunity to present their case in full to the Hearing Officer.

In contrast, the Hearing Officer accepted all claims by the owner's representative as "evidence" and permitted the owner's representative free reign to make any statement they (he) wished without me and other tenant petitioners having any ability to cross-examine, or clarify the veracity, or require documentation to support these claims.

The owner's representative routinely bullied, badgered and belittled petitioners who were attempting to present their evidence, creating a hostile environment for me and other tenant petitioners.

As a result, I believe my (and other tenants') right to due process was denied by the way the hearing sessions were overseen and conducted.

The decision violates federal, state or local law

In light of the grinding economic hardships faced by so many Oakland residents, I expect the City of Oakland's would strive to enforce city and state ordinances designed to protect the housing safety of citizens, especially those of us traditionally disadvantaged by income, gender, ethnicity, disability and/or age.

The law in the California Code of Regulations (Title 25, §42) is meant to prevent tragedies such as the *Ghost Ship* fire from befalling tenants at 633 Alma Avenue and other rent-controlled properties throughout Oakland.

Having an onsite resident manager complies with those regulations, and has been the practice for as long as tenants have lived in this building. At least that was the case... until July 30, 2019.

The tenants have provided a wealth of evidence, testimony and time to assert their right to protections under the law with the Oakland Rent Adjustment Program.

We are hopeful that reason and due process will prevail and the decision issued by Hearing Officer, Linda Moroz, will be overturned in favor of the tenants.

END

ATTACHMENTS

- ~ *Petitioner's signatures*
- ~ *July 30, 2019 memo (previously included in petitioner's evidence packet)*
- ~ *November 4, 2019 memo (previously included in petitioner's evidence packet)*

PETITIONER'S NAMES & SIGNATURES: APPEAL FORM

CASE #	CASE	SIGNATURE	DATE
T19-0472	Laura Hoffman v. Alma Apartments, LP	<u>Laura Hoffman</u>	<u>10/25/21</u>
T19-0473	Karolyn van Putten v. Alma Apartments, LP	<u>Duane Vickrey on behalf of Karolyn van Putten</u>	<u>10/26/21</u>
T19-0474	Felicia Ward v. Alma Apartments, LP	<u>Felicia Ward</u>	<u>10/25/21</u>
T19-0475	David Stempel v. Alma Apartments, LP	<u>David Stempel</u>	<u>10.25.21</u>
T19-0476	Sulaiman Hyatt v. Alma Apartments, LP	<u>Sulaiman Hyatt</u>	<u>10/25/21</u>
T19-0479	Duane Vickrey v. Alma Apartments, LP	<u>Duane Vickrey</u>	<u>10/25/21</u>
T19-0480	Maureen Brennan v. Alma Apartments, LP	<u>Maureen Brennan</u>	<u>10/25/21</u>
T19-0482	Marisa Williams v. Alma Apartments, LP	<u>Marisa Williams</u>	<u>10/25/2021</u>

Alma Apartments, LP

633 Alma Avenue, Oakland, CA 94610

July 30, 2019

To: All Tenants and Occupants of
633 Alma
Oakland, CA

RE: Building Manager Change

Dear Residents of 633 Alma Avenue,

Your Off-site manager for the location of 633 Alma Avenue has changed. Effective immediately, Dina Batalova has been hired as the off-site Manager for 633 Alma Avenue. We have had a pleasure working with Dina for several years and she brings a lot of knowledge and experience to the building.

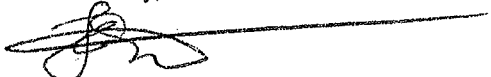
Dina's contact is 415-606-7976 and 154ala@mmgprop.com

If you have a building maintenance request, we require your request to be submitted in writing on a Maintenance Request Form and placed in the rent drop box in the lobby. (If your request is urgent, please send an email, text or call during normal business hours as the rent box is not checked daily.)

Please also remember that

- **All rents are due on or before the first** of the month. Please be sure to place them in the rent drop box on or before the 1st.
- **Only one check** will be accepted per unit each month **in the exact amount due**. Partial payments will not be accepted.
- Payments must be made in the form of personal check or guaranteed check (no cash) payable to **Alma Apartments, LP** and **made out/paid by the registered occupant**. This is the Tenant whose name is on the Lease or Rental Agreement and no one else.

Sincerely,



Ksusha Stewart

November 4, 2019

TO: ALL TENANTS AND OCCUPANTS
633 Alma Ave
Oakland, CA

RE: **APPOINTMENT OF KEY KEEPER**

We are happy to announce that effective November 1st 2019, Sarah Anderson will be the Key Keeper for the property located at 633 Alma Ave, Oakland, CA. Sarah Anderson resides in unit #10.

All maintenance requests and building emergencies should first be reported to Off-site Manager Dina Batalova at 415-606-7976. If Dina cannot be reached, Sarah is the emergency back-up only and can be reached at 415-271-0512.

Emergencies are defined as floods, fires, toilet overflowing, pipes leaking, or anything that involves damage to the building, a unit and/or neighboring units, or injury to yourself or another person. A lock-out does not constitute an emergency.

Please respect Sarah's privacy as a fellow tenant and do not contact her directly at her apartment unless you have tried contacting Dina first and the matter is an emergency as defined above.

We thank you for your cooperation.

Sincerely,



Sheila Ehsan, Property Supervisor



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

ADMINISTRATIVE APPEAL DECISION

CASE NUMBERS: T19-0472, Hoffman v. Alma Apartments, LP
T19-0473, Van Putton v. Alma Apartments, LP
T19-0474, Ward v. Alma Apartments, LP
T19-0475, Stempel v. Alma Apartments, LP
T19-0476, Hyatt v. Alma Apartments, LP
T19-0479, Vickrey v. Alma Apartments, LP
T19-0480, Brennan v. Alma Apartments, LP
T19-0482, Williams v. Alma Apartments, LP

PROPERTY ADDRESS: 633 Alma Ave., Oakland, CA

The Hearing Decision in this case states in part: "This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a completed RAP appeal form within 15 days after service of the decision, shown on the attached Proof of Service." The attached Proof of Service shows that the decision was mailed to the parties on October 12, 2021. According to California law, at Code of Civil Procedure Section 1013(a), mail service is considered complete at the time of mailing, but the time period to respond is extended for five (5) days after mailing, which would be October 17, 2021.

Therefore, any appeal in this case must have been filed no later than fifteen (15) days after October 17, 2021, which was November 1, 2021. The tenants, through their representative James E. Vann, submitted an appeal form via U.S. Mail that was received by the RAP Office on November 3, 2021.

Because the appeal was not timely, it is being dismissed with prejudice. The Hearing Decision issued on October 5, 2021, is the final decision of the City of Oakland.

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 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.

Chanée Franklin Minor
Chanée Franklin-Minor
Board Designee
Residential Rent and Relocation Board

November 16, 2021
Date

PROOF OF SERVICE

Case Number T19-0472

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 Appeal Decision

Owner

Alma Apartments LP
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Gregory McConnell, The McConnell Group
300 Frank H. Ogawa Plaza Suite 460
Oakland, CA 94612

Tenant

Laura A Hoffman
633 Alma Avenue Unit 9
Oakland, CA 94610

Tenant Representative

James Vann, Tenants Union
251 Wayne Avenue
Oakland, CA 94606

Tenant Representative

Sulaiman Hyatt
633 Alma Avenue Unit 15
Oakland, CA 94610

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.

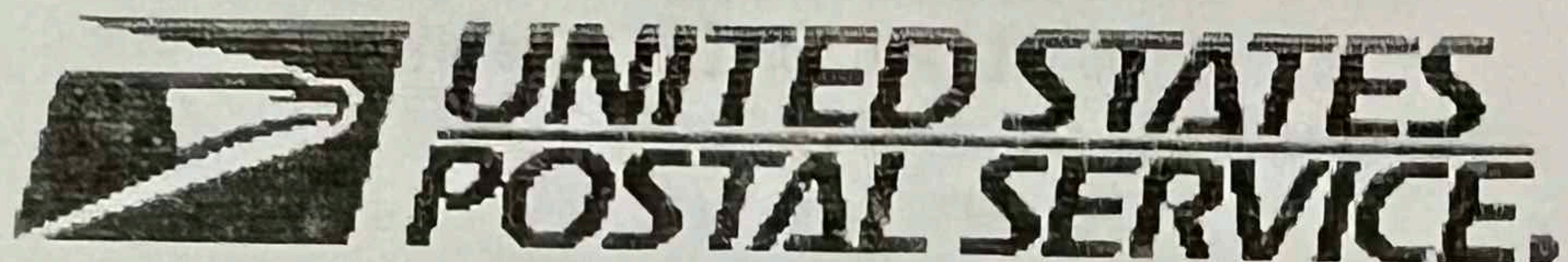
000286

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 19, 2021** in Oakland, CA.



Merna Attalla

Oakland Rent Adjustment Program



GRAND LAKE
 490 LAKE PARK AVE
 OAKLAND, CA 94610-9991
 (800)275-8777

10/26/2021

02:46 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope Oakland, CA 94612 Weight: 0 lb 3.80 oz Estimated Delivery Date Thu 10/28/2021 Certified Mail® Tracking #: 70210350000156739827	1		\$1.76 \$3.75
Total			\$5.51
First-Class Mail® Large Envelope Oakland, CA 94612 Weight: 0 lb 3.80 oz Estimated Delivery Date Thu 10/28/2021 Certified Mail® Tracking #: 70210350000156739834	1		\$1.76 \$3.75
Total			\$5.51

7021 0350 0001 5673 9827

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

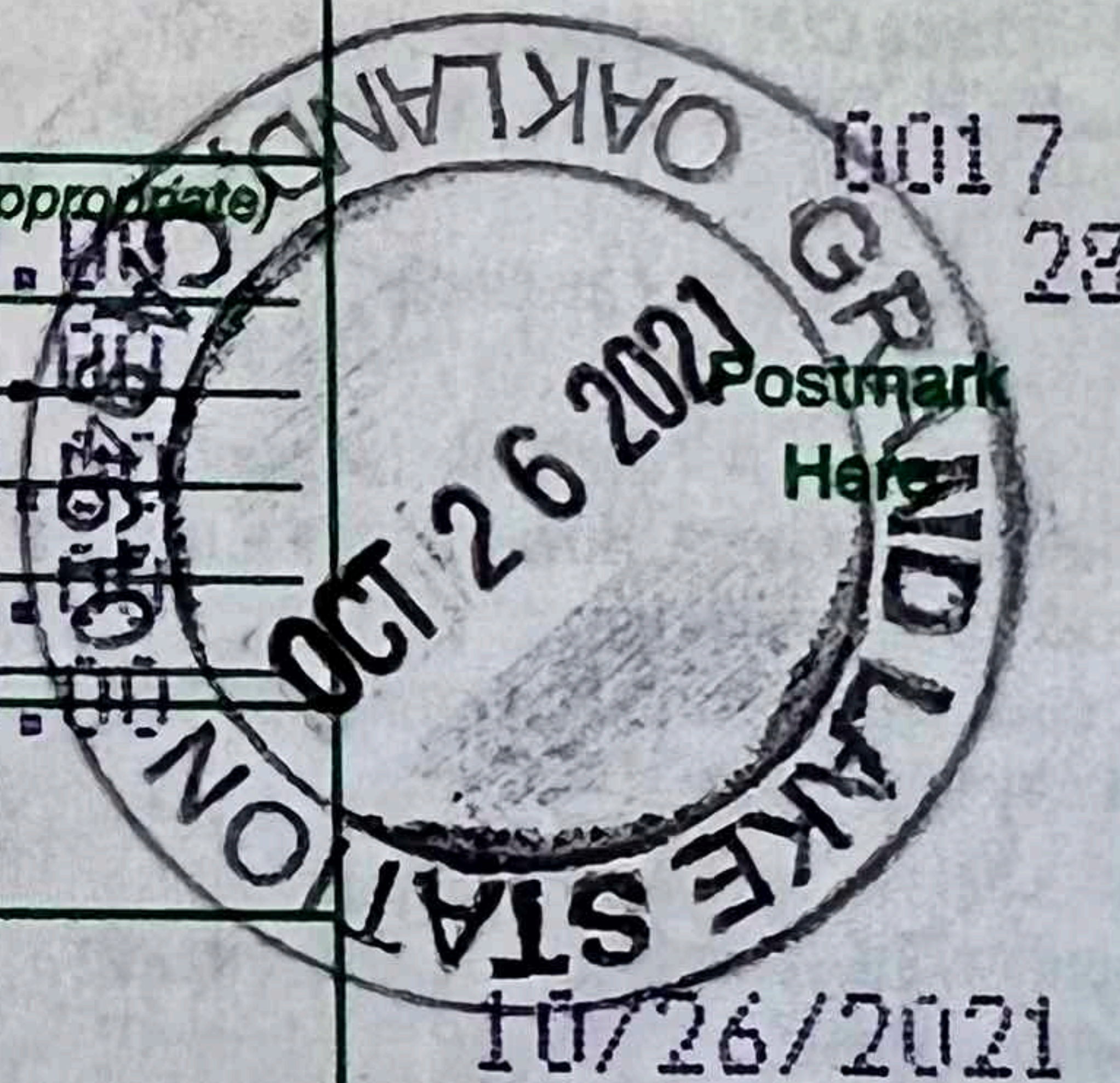
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Oakland, CA 94612

Certified Mail Fee	\$ 3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage
 \$ 1.76
Total Postage and Fees
 \$ 5.51



Sent To: **OAKLAND RENT ADJUSTMENT PROGRAM**
 Street and Apt. No., or PO Box No.: **250 FRANK H. OGAWA PLAZA, STE 5313**
 City, State, ZIP+4®: **OAKLAND CA 94612**

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Tracking Number: 70210350000156739827

Remove X

Your item was delivered to an individual at the address at 10:25 am on October 29, 2021 in OAKLAND, CA 94612.

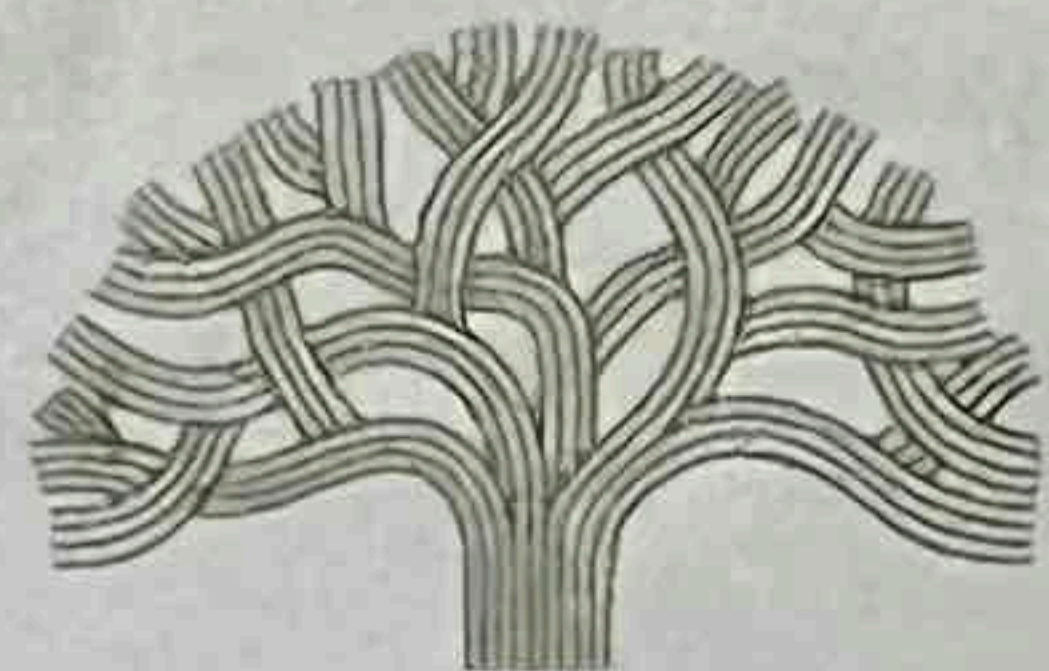
Status

 **Delivered, Left with Individual**

October 29, 2021 at 10:25 am
OAKLAND, CA 94612

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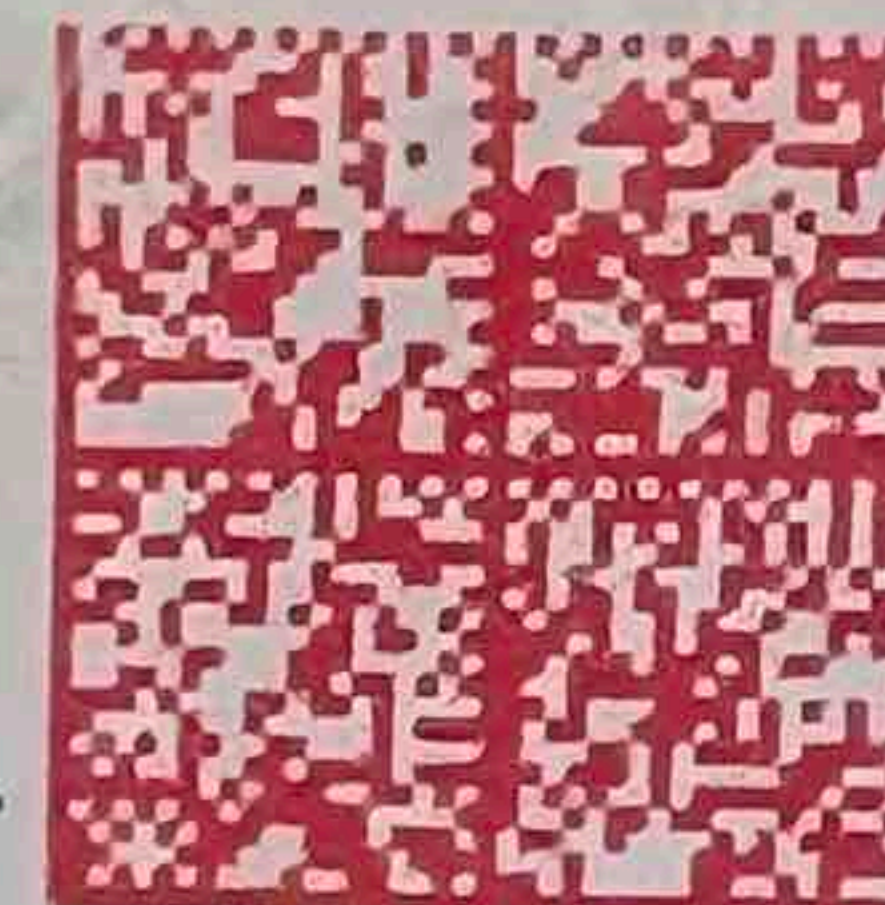
CITY OF OAKLAND



HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT
RENT ADJUSTMENT PROGRAM
250 FRANK H. OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612-0234

OAKLAND CA 945

12 OCT 2021PM 6 L



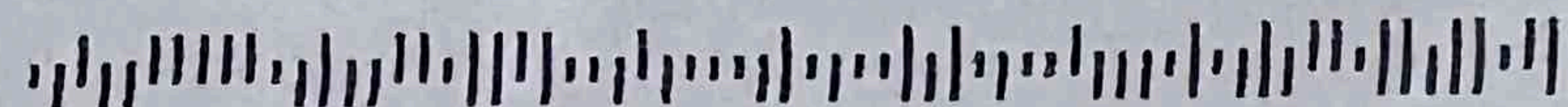
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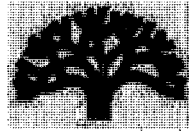
Duane Vickrey
633 Alma Avenue, Apt #19
~~Oakland, CA 94610~~

94610-385009



CITY OF OAKLAND

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



Department of Housing and Community Development
Rent Adjustment Program

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

November 30, 2021

NOTICE OF ERROR

RE: Appeal Filing for Case Numbers T19-0472, T19-0473, T19-0474, T19-0475, T19-0476, T19-0479, T19-0480, & T19-0482

To Whom It May Concern:

The Administrative Appeal Decision sent to you, dated November 19, 2021, contained an error as it relates to the timeliness of the appeal submission. The appeal was actually received on October 29, 2021, not November 3, 2021, and therefore is deemed to have been submitted in a timely manner. Therefore, the Administrative Appeal Decision was issued in error and is hereby rescinded.

A Notice of Remote Appeal Hearing will be sent to the parties under separate cover 30 days prior to the scheduled remote appeal hearing date.

Signed,

A handwritten signature in black ink, appearing to read 'Briana Lawrence-McGowan', written over a horizontal line.

Briana Lawrence-McGowan, Administrative Analyst I

000291

PROOF OF SERVICE

**Case Numbers T19-0472, T19-0473, T19-0474, T19-0475, T19-0476,
T19-0479, T19-0480, & T19-0482**

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

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

Documents Included

Notice of Error

Owner

Alma Apartments LP
Lucky Stewart & Jeanne Robberson
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Gregory McConnell
The McConnell Group
300 Frank H. Ogawa Plaza, Suite 460
Oakland, CA 94612

Tenant Representative

James Vann
Tenants Union
251 Wayne Avenue
Oakland, CA 94606

Tenant

Laura Hoffman
633 Alma Avenue, Unit 9
Oakland, CA 94610

Tenant

Karolyn Van Putton
633 Alma Avenue, Unit 8
Oakland, CA 94610

000292

Tenant

Felicia Ward
633 Alma Avenue, Unit 18
Oakland, CA 94610

Tenant

David Stempel
633 Alma Avenue, Unit 17
Oakland, CA 94610

Tenant

Sulaiman Hyatt
633 Alma Avenue, Unit 15
Oakland, CA 94610

Tenant

Duane Vickrey
633 Alma Avenue, Unit 19
Oakland, CA 94610

Tenant

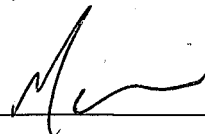
Maureen Brennan
633 Alma Avenue, Unit 7
Oakland, CA 94610

Tenant

Marisa Williams
633 Alma Avenue, Unit 6
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 2, 2021** in Oakland, CA.



Merna Attalla

Oakland Rent Adjustment Program

000293



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

ADMINISTRATIVE APPEAL DECISION

CASE NUMBERS: T19-0472, Hoffman v. Alma Apartments, LP
T19-0473, Van Putton v. Alma Apartments, LP
T19-0474, Ward v. Alma Apartments, LP
T19-0475, Stempel v. Alma Apartments, LP
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T19-0479, Vickrey v. Alma Apartments, LP
T19-0480, Brennan v. Alma Apartments, LP
T19-0482, Williams v. Alma Apartments, LP

PROPERTY ADDRESS: 633 Alma Ave., Oakland, CA

The Hearing Decision in this case states in part: "This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a completed RAP appeal form within 15 days after service of the decision, shown on the attached Proof of Service." The attached Proof of Service shows that the decision was mailed to the parties on October 12, 2021. According to California law, at Code of Civil Procedure Section 1013(a), mail service is considered complete at the time of mailing, but the time period to respond is extended for five (5) days after mailing, which would be October 17, 2021.

Therefore, any appeal in this case must have been filed no later than fifteen (15) days after October 17, 2021, which was November 1, 2021. The tenants, through their representative James E. Vann, submitted an appeal form via U.S. Mail that was received by the RAP Office on November 3, 2021.

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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 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.

Chanée Franklin Minor
Chanée Franklin-Minor
Board Designee
Residential Rent and Relocation Board

November 16, 2021
Date

PROOF OF SERVICE

Case Number T19-0472

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

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300 Frank H. Ogawa Plaza Suite 460
Oakland, CA 94612

Tenant

Laura A Hoffman
633 Alma Avenue Unit 9
Oakland, CA 94610

Tenant Representative

James Vann, Tenants Union
251 Wayne Avenue
Oakland, CA 94606

Tenant Representative

Sulaiman Hyatt
633 Alma Avenue Unit 15
Oakland, CA 94610

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.

000296

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 19, 2021** in Oakland, CA.



Merna Attalla


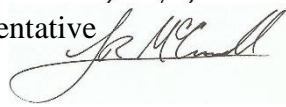
Oakland Rent Adjustment Program



Memorandum

To: RAP Appeal Board

CC: James Vann, Tenant Representative
Sulaiman Hyatt, Tenant Representative

From: Greg McConnell, Owner Representative 
JR McConnell, Owner Representative 

Date: March 18, 2022

Subject: **T19-0472 et al. Owner Response to Tenant Appeal**

Introduction

Tenants in case T19-0472 et al. have appealed the Hearing Officer's Decision on the grounds that the decision is not supported by substantial evidence; it violates federal, state or local law; and that they were not given opportunity to present their claim.

Owner disputes all tenant appeal claims and states the hearing decision should be affirmed for the reasons that follow:

- 1 The Hearing officer's decision is supported by substantial evidence.**
The record includes documentary evidence and testimony that were provided by the Tenant's and their representatives that support the Hearing Officer's decision.
- 2 Timeliness of RAP petition filing**
Per Tenant testimony and tenant supplied documentary evidence, the alleged decreased services occurred more than 90 days prior to filing their petitions. The record proves no services were ever decreased, and if there had been, petitioners would have needed to file within 90 days of the alleged decreased service.
- 3 Decreased Housing Services / Lack of Resident Manager**
The record includes Tenant testimony and Tenant provided documentation that support the Hearing Officer's finding that owners continuously followed California Code of Regulations, Title 25, section 42. There were no decreased services due to the alleged lack of "on-site manger" At

000298

all times there was a resident with charge of the entire building as required in California Code of Regulations, Title 25, section 42.

4 Decreased Housing Services / Changing of Door Locks

Crime happens. No building in Oakland is immune from the possibility of brake-ins and theft. The record shows Owners took all necessary preventative measures, including security locks and cameras.

5 Denied Sufficient Opportunity to present claim

This is patently false. All parties were given multiple chances to present their claims. The hearing for these petitions was spread over multiple day long sessions with Tenants having multiple representatives. The record includes testimony from the tenants and documents they supplied in support of their position.

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

The Hearing Decision is in accordance with California Code of Regulations, Title 25, section 42. and all other laws. As proven in hearing and stated above the owners were never in violation of this code or any others as they continually maintained a resident with charge of the entire building including all units within.

Conclusion

Case precedent after case precedent by the RAP states that where a decision is supported by substantial evidence it shall be affirmed. Based on the above, this case is clearly supported by substantial evidence and thus, should be affirmed.

Proof of Service attached.

Additionally, the Tenant Appeal document was sent to our former physical address and we did not receive it until we contacted the RAP yesterday and received it electronically Thursday (3/17) afternoon and responded the following morning.



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of:

Memorandum: T19-0472 et al. Owner Response to Tenant Appeal

(insert name of document served)

And Additional Documents

and (write number of attached pages) _____ attached pages (not counting the Petition or Response served 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. 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.
- b. 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 listed below.
- c. 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.
- d. Electronic service

PERSON(S) SERVED:

Name	James Vann, Tenant Representative
Address	jamesevann@aol.com
City, State, Zip	

Name	Sulaiman Hyatt
Address	sulaimanhyatt@gmail.com
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

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 3/18/22 (insert date served).

JR McConnell

PRINT YOUR NAME



SIGNATURE

3/18/22

DATE