

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

**April 22, 2021**

**5:00 P.M.**

**Meeting Will Be Conducted Via Zoom Conference**

**AGENDA**

**PUBLIC PARTICIPATION**

The public may observe and/or participate in this meeting 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 this link: You are invited to a Zoom webinar.

Topic: **HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD Meeting April 22, 2021**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87950572117>

Or One tap mobile :

US: +16699009128,87950572117# or +12532158782,,87950572117#

Or Telephone:

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

US: +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 346 248 7799 or +1 646 558 8656

**Webinar ID: 879 5057 2117**

International numbers available: <https://us02web.zoom.us/j/87950572117>

**COMMENT:**

There are two ways to submit public comments.

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

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

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

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
  - a. None
4. OPEN FORUM
5. APPEALS\*
  - a. T18-0018, Sund v. Vernon Street Apartments LP
  - b. T20-0123, Drew v. Gaetani Real Estate
  - c. T20-0003, Aguilera v. Wong
6. ACTION ITEM
  - a. Election of Board Chair
7. INFORMATION AND ANNOUNCEMENTS
  - a. Board Training- Role of the Board: Quasi-Judicial, Policy, and Rule Making Responsibilities
8. ADJOURNMENT

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\*Staff appeal summaries will be available at the Rent Program website and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090

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

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

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

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



**OUTLINE FOR HOUSING, RESIDENTIAL RENT AND RELOCATION  
BOARD TRAINING  
April 22, 2021**

**Role of the Board: Quasi-Judicial, Policy, and Rule Making Responsibilities**

**I. Quasi-Judicial**

**A. Main responsibility – Adjudicating appeals of Rent Adjustment Program (RAP) decisions on Rent Adjustment Ordinance petitions**

**B. Secondary responsibilities**

1. Just Cause for Eviction Ordinance & Regulations
  - a. Appeals of RAP decisions on owner challenges to tenant protected status (Owner Move-In Eviction)
  - b. Appeals of RAP decisions on owner petitions to request more than 3 months for repairs (Eviction for Repairs or to Bring Unit into Compliance)
  - c. Appeals of RAP decisions on petitions for Determining Rent of Replacement Unit
2. Appeals of City determinations of relocation payment eligibility or amount for Code Compliance Relocation Program

**II. Policy & Rule Making**

**A. Policy**

1. Reports – OMC 8.22.040.D.3
2. Recommendations – OMC 8.22.040.D.4

**B. Rule Making**

1. Rent Ordinance
2. Just Cause for Eviction Ordinance
3. Terminating Tenancy to Withdraw Residential Rental Units from the Rental Market (Ellis ordinance)
4. Tenant Protection Ordinance
5. Tenant Move Out Agreement Ordinance

#3047305v1

## CHRONOLOGICAL CASE REPORT

Case No.: T18-0018

Case Name: Sund v Vernon Street Apartments

Property Address: 633 Alma Ave., #5, Oakland, CA

Parties:

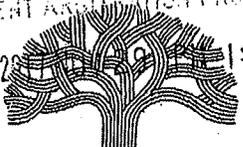
Jessica Sund	(Tenant)
Paul Kranz	(Attorney for Tenant)
Kim Rohrbach	(Paralegal for Petitioner)
Greg McConnell	(Owner Representative)
JR McConnell	(Owner Representative)
Don MacRitchie	(Witness for Owner)
Ursula Morales	(Property Manager)
Jessica Vernaglia	(Property Supervisor)
Dave Wasserman	(Owner Representative)
Lucky Stewart	(Agent for Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 29, 2017
Owner Response filed	April 2, 2018
Hearing Decision mailed	December 20, 2018
Tenant Appeal filed	January 9, 2019
Tenant filed Brief in Support of Appeal	January 24, 2019
Attorney for Tenant filed "Notice of Errata And Amended Submission in Support of Appeal of Hearing Officer's Decision"	January 29, 2019

000005

T18-0018 RC/MA

 CITY OF OAKLAND	CITY OF OAKLAND <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp.
	<b><u>TENANT PETITION</u></b>	

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

**Please print legibly**

Your Name Jessica Sund	Rental Address (with zip code) 633 Alma Avenue, #5 Oakland, CA 94610	Telephone:  E-mail:
Your Representative's Name Paul Kranz	Mailing Address (with zip code) 639 San Gabriel Avenue Albany CA 94706	Telephone:  Email:
Property Owner(s) name(s) Vernon Street Apartments, LP aka Flynn Family Holdings, LLC	Mailing Address (with zip code) C/O Russell B. Flynn 1717 Powell Street, Suite 300 San Francisco, CA 94133	Telephone:  Email:
Property Manager or Management Co. (if applicable) Ursula Morales, Resident Manager	Mailing Address (with zip code) 633 Alma Avenue Oakland, CA 94619	Telephone:  Email:

Number of units on the property: 18 → Thomas Preston, Property Supervisor; 411

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

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

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

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

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

\* See Notice of Change to Terms of Tenancy (Attachment 1)

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

Date you moved into the Unit: 7/10/08 Initial Rent: \$ 895.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: No later than . If never provided, enter "Never."  
2014-2015 or thereabout

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		
On or about	12/1/17	\$ 908.67	\$ 2095.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/6/17		\$	\$	<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.

Ground  
Tenant's Signature

11/29/17  
Date

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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



Printed form provided by the owner

\_\_\_\_ Pamphlet distributed by the Rent Adjustment Program

\_\_\_\_ Legal services or community organization

\_\_\_\_ Sign on bus or bus shelter

\_\_\_\_ Rent Adjustment Program web site

\_\_\_\_ Other (describe): \_\_\_\_\_

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY**  
**-RENT INCREASE NOTICE-**

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5  
City of Oakland, County of Alameda, State of California 94610  
--including all associated housing privileges-- (the "Premises")

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You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

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Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

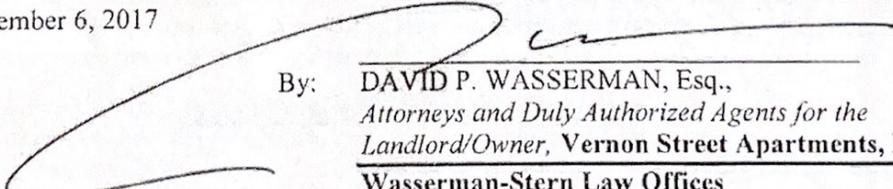
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

**WASSERMAN-STERN**

Dated: September 6, 2017

By:  DAVID P. WASSERMAN, Esq.,  
*Attorneys and Duly Authorized Agents for the*  
*Landlord/Owner, Vernon Street Apartments, LP*

**Wasserman-Stern Law Offices**

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax. No.: (415) 567-9696

Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

Attorney Or Party Without Attorney (Name and Address) <b>DAVID P. WASSERMAN, ESQ. (1 23)</b> <b>WASSERMAN-STERN LAW OFFICES</b> <b>2960 Van Ness Avenue, Suite B</b> <b>San Francisco, California 94109</b> Attorneys for: <b>633 ALMA STREET</b>		Telephone: <b>(415) 567-9600</b>	FOR COURT USE ONLY  Ref. No. Or File No. <b>W2683460</b>
Insert name of court, judicial district and branch court, if any:			
Plaintiff: <b>633 ALMA STREET</b>			
Defendant: <b>JESSICA MAGGIE SUND (original occupant)</b>			
<b>POS BY MAIL</b>	Hearing Date:	Time:	Case Number:

At the time of service I was at least 18 years of age and not a party to this action.  
 On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS  
 633 Alma Avenue, Unit 5  
 Oakland, CA 94610

Person serving:  
 Scott Lane  
**Wheels of Justice, Inc.**  
 52 Second Street, Third Floor  
 San Francisco, California 94105  
 Phone: (415) 546-6000

a. Fee for service:  
 d. Registered California Process Server  
 (1) Employee or independent contractor  
 (2) Registration No.: 1126  
 (3) County: San Francisco

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

Date: September 6, 2017

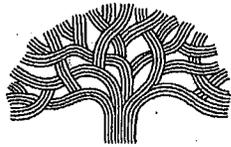
Signature: \_\_\_\_\_  
 Scott Lane



Printed on recycled paper

Judicial Council form, rule 982(a) (23)

000012



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp, RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2018 APR -2 PM 4:04

**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 18-0018**

Your Name Lucky Stewart Ursula Morales Alma Apartments, LP	Complete Address (with zip code) 1717 Powell St. #300 San Francisco, CA 94133	Telephone: _____ Email:
Your Representative's Name (if any) Gregory McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94607	Telephone: _____ Email:
Tenant(s) Name(s) Jessica Sund	Complete Address (with zip code) 633 Alma Ave. #5 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.**

\*\* Documentation will be submitted prior to hearing

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.**

\*\* Documentation will be submitted prior to hearing

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

<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>
12/1/17	** <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"/>

\*\* Costa - Hawkins. Please see attachment  
If you are justifying additional contested increases, please attach a separate sheet.

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

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

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

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

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

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

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

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

### III. EXEMPTION

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

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

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

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

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

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

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

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

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

### IV. DECREASED HOUSING SERVICES

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

### V. VERIFICATION

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

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

4/2/18  
\_\_\_\_\_  
Date

**IMPORTANT INFORMATION:**

**Time to File**

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

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

**File Review**

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

**Mediation Program**

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

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

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

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

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

\_\_\_\_\_  
Date

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

**T18-0018 Sund v. Vernon St. Apartments (Alma Apartments, LP)**

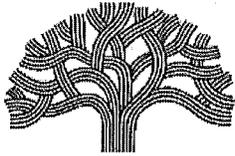
**Attachment A**

The owner contests the tenant petition and respectfully responds by saying that the tenant is entitled to no relief under the petition.

This is a Costa-Hawkins rent increase. The original occupant no longer maintains this unit as their primary place of residence.

Owner denies all allegations in the petition and Owner reserves the right to supplement this response with testimony at hearing and evidentiary documentation prior to hearing, per RAP regulations.

RECEIVED  
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2018 APR -2 PM 4:04



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

February 26, 2018

**Tenant**

Jessica Sund  
633 Alma Avenue #5  
Oakland, CA 94610

**Tenant Representative**

Paul Kranz  
639 San Gabriel Avenue  
Albany, CA 94706

Dear Petitioner:

The Rent Adjustment Program has received a petition filed by you.

**Your case has been assigned Case No. T18-0018.**

**The case title and file name is Sund v. Vernon Street Apartments, LP aka Flynn Family Holdings, LLC.**

**The analyst assigned to your case is Robert Costa at 510.238.2079.**

After a petition is filed and until a final decision in this case, the contested rent increase is suspended, except for the portion of the rent increase equal to the current CPI Rent Adjustment if that amount is stated separately on the notice of increase.

**IF THE NOTICE OF INCREASE DOES NOT STATE THE PORTION OF THE INCREASE THAT EQUALS THE ANNUAL CPI INCREASE, THE TENANT NEED NOT PAY ANY OF THE RENT INCREASE WHILE THE PETITION IS PENDING.**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions or need additional information, please contact the Rent Adjustment Program at (510) 238-3721.

**000018**



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

February 26, 2018

**Manager**

Thomas Preston  
633 Alma Avenue  
Oakland, CA 94619

**Manager**

Ursula Morales  
633 Alma Avenue  
Oakland, CA 94619

**Owner**

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC  
c/o Russell B. Flynn 1717 Powell Street #300  
San Francisco, CA 94133

Your case has been assigned Case No. **T18-0018**

The case title and file name is **Sund v. Vernon Street Apartments, LP aka Flynn Family Holdings, LLC**

The Analyst assigned to your case is **Robert Costa at 510.238.2079**

The Rent Adjustment Program received the petition(s) attached to this letter on November 29, 2017. One or more of your tenant(s) are protesting one or more rent increases alleging that they exceed the maximum rent permitted by Oakland Municipal Code Chapter 8.22. For details please see the attached copy of the petition.

**YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE FILED ON THE PROPER FORM AND MUST BE RECEIVED AT THE CITY OF OAKLAND'S RENT ADJUSTMENT PROGRAM OFFICE ON OR BEFORE THE DUE DATE. The proposed rent increase is not effective until the decision in this case is final. If the amount of the current CPI increase is stated separately in the notice of increase, the tenant must pay the current CPI increase.**

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increases that can be imposed on a rental unit covered by the Ordinance. If a unit is voluntarily vacated, or

**000019**

the tenant is evicted for cause, the rent may be raised without restriction upon re-renting. The new tenancy is again subject to the rent increase limitations in the Ordinance.

The Ordinance requires that you provide a written notice of the existence of the Residential Rent Adjustment Program to tenants in covered units at the start of the tenancy. You must use the Rent Adjustment Program form titled "Notice to Tenants of the Residential Rent Adjustment Program". This document is also called the "RAP Notice". The Ordinance also requires that you serve the same notice together with all notices of rent increase and all notices of change in terms of tenancy.

Rent increases less than, or equal to, the annual CPI increase need not be justified. Rent increases in excess of the annual CPI increase may be justified on one or more of the following grounds:

The following are summaries ONLY. For complete information, please see Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.

**1. EXEMPTION:** (OMC Section 7.22.030)

The landlord may prove exemption from application of the Oakland Rent Adjustment Ordinance. The exemptions are found in the Rent Adjustment Ordinance. The most common exemption is that the unit is government subsidized housing. Other common exemptions are for units constructed after January 1, 1983 (new construction) and single family houses exempt under the Costa Hawkins Rental Housing Act. See the Ordinance for a complete list and details.

**2. CAPITAL IMPROVEMENT/UNINSURED REPAIR COSTS:** (Regulations Section 10.)

Capital improvements increases may only be granted for improvements that have been completed and paid for within the 24-months immediately before the effective date of the proposed rent increase. To justify a rent increase for capital improvements expenditures or uninsured repair expense you must provide, at least 7 days prior to the Hearing, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid. The owner can only pass through 70% of costs incurred and may not increase the rent more than 10%.

**2. INCREASED HOUSING SERVICE COSTS:** (Regulations Section 10.)

Housing Service Costs are expenses for services provided by the landlord related to the use or occupancy of a rental unit. In determining whether an increase in housing service costs justifies a rent increase in excess of the annual CPI increase, the annual operating expenses related to the property for the most recent two years are compared. Year two costs must exceed year one costs by more than the current annual increase. The expenses considered include property taxes, business license/taxes, and insurance, P.G. & E., water, garbage, maintenance and repairs, managerial costs and other legitimate annually recurring expenses to operate the rental property, except debt service. Evidence is required to prove each of the claimed housing costs.

**3. BANKING/RENTAL HISTORY:**

"Banking" refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

**4. NECESSARY TO MEET CONSTITUTIONAL FAIR RETURN REQUIREMENTS:**

In order to prove that the owner is entitled to a rent increase based on constitutional fair return an owner must establish that the return on the investment is less than the return that would have been received for an investment of similar risk. At a minimum, proof of the amount of investment, evidence of the return from other investments of similar risk and an analysis of the rate of return from the rental property, including an appreciation in the value of the property, are required.

**5. DEBT SERVICE:**

Debt service has been eliminated as a reason for a rent increase effective April 1, 2014. However, if an owner made a bona fide offer to purchase property before April 1, 2014, a debt service rent increase may be approved. An increase in rent based on debt service costs will only be approved in those cases where the total property income is insufficient to cover the housing service costs and 95% of the debt service costs for purchase money for mortgages secured by the subject property. Eligible debt service costs are the actual principal and interest applicable to the property.

**Additional Requirements**

- 1. have a current Oakland Business License**
- 2. be current on payment of the Rent Adjustment Program's Service Fee**
- 3. file a timely response on the Landlord Response form and submit the required**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions not answered by this notice, please contact the Residential Rent Adjustment Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m.

**PROOF OF SERVICE**  
**Case Number T18-0018**

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

**Documents Included**

Landlord Notification of Tenant Petition

**Manager**

Thomas Preston  
633 Alma Avenue  
Oakland, CA 94619

**Manager**

Ursula Morales  
633 Alma Avenue  
Oakland, CA 94619

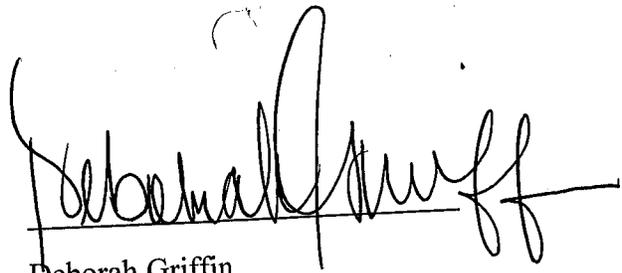
**Owner**

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC  
c/o Russell B. Flynn 1717 Powell Street #300  
San Francisco, CA 94133

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 Feb 26, 2018 in Oakland, CA.

**000022**

A handwritten signature in black ink, appearing to read "Deborah Griffin", written over a horizontal line.

Deborah Griffin

Oakland Rent Adjustment Program

000023

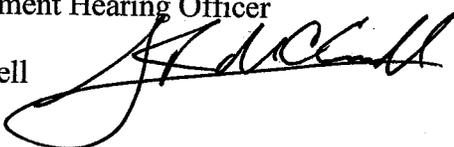


# THE McCONNELL GROUP

Consultants and Advocates

2018 MAY 22 PM 1:03

## Memorandum

To: Rent Adjustment Hearing Officer  
From: JR McConnell   
Date: 5/22/2018  
Subject: Additional documentation re: T18-0018

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Please find the following additional evidentiary documentation in support of Owner position:

Item	Page #
1. Investigator's Report - Jessica Sund	1
2. Investigator's Report - Cory Hamrick	53
3. Declaration of Onsite Manager	64
4. Notice of Increase - 11/6/17	65
5. Lease	68
6. Estoppel	86
7. Estoppel -amended	87
8. Correspondence with Tennant	
i) Letter to Sund - 8/22/17	89
ii) Email from Sund	90
iii) Voicemail from Sund	91
iv) Letter to Sund - 8/28/17	92
9. Proofs of Payment	
i) Business License	93
ii) RAP fee	94

Thank you.

May 20, 2018

Re: Sund, Jessica Maggie - 633 Alma #5

**DATA SEARCHES RE: JESSICA MAGGIE SUND**

**DOB: 01/XX/1976**

**SSN: 556-83-XXXX issued in California in 1985.**

**CONCLUSIONS:**

It is known to the landlord, and not contested in this matter, that Tenant, Jessica M. Sund had a child in late 2017 with her partner, Cory Hamrick. Evidence of this fact is also found in the findings of this report. In light of this uncontested fact and the findings contained in this report, a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Avenue, Apt. 5, Oakland, CA, but rather is 3024 California Street, Oakland, CA 94602. Specific evidence supporting this conclusion includes the following:

- 1) A review of findings in three Address History databases for Ms. Sund identified 3024 California Street, Oakland, CA 94602 as Ms. Sund's only current address. California St. is reported as recently as 5/182018, while the most recent reporting date for Alma Avenue in any of the databases is 12/5/2017. Further, the August, 2017 initial reporting date for California Street is much more recent than the 8/28/2008 initial reporting date for Alma Avenue indicating Ms. Sund's residency at California St. is a much more recent development, and therefore more likely her current residence (Pages 9-15).
- 2) A baby registry – the bump.com – identified Ms. Sund as expecting a child with a due date of Oct 25, 2017, location - Oakland, CA. . A link at the page, present in December , 2017, but no longer present - jgt/gifts/baby-girl-hamrick – associated the child with Cory Hamrick. The due date of Ms. Sund's and Mr. Hamrick's child is consistent with the September/October initial reporting dates for Ms. Sund at 3024 California Street, Oakland, CA in Address History databases (Pages 35-36).
- 3) A Residence History Database for 3024 California Street, Oakland, CA 94602 reported Cory T. Hamrick, reported dates of 05/04/1999-12/05/2017 and Jessica M. Sund, reported dates of 07/01/2017-07/01/2017 as current tenants (Pages 51-53).
- 4) That Jessica Sund's partner, and the father of her child, Mr. Cory T. Hamrick's current principle place of residence 3024 California Street, Oakland, CA 94602 is evidenced by the following: Address History Databases identify 3024 California Street, Oakland, CA 94602 as Mr. Hamrick's sole current address, with reporting dates 4/1999 – 3/27/2018; Cory Hamrick is the current owner of the property, a Homestead Exemption is on file and the Tax Assessor's mailing address of record is the same as the property address - 3024 California St., Oakland, CA 94602; Mr. Hamrick is currently registered to vote at 3024 California St., Oakland, CA 94602 (see attached Cory Hamrick Datasearches Report).

\*\*\*\*\*

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INVESTIGATORS  
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**SUMMARY:**

**ADDRESS HISTORY**

Address History Databases identify 3024 California Street, Oakland, CA 94602 as Ms. Sund's current address. Three different Address Databases were reviewed on 12/5/2017 and again on 5/18/2018. Findings on the two dates were as follows:

**Database #1:**

12/5/2017: Two current addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/25/2011 and 10/2/2005 -11/03/2017; and a second address – 3024 California Street, Oakland, CA 94602, reporting dates - 08/31/2017-12/05/2017.

5/18/18: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 10/2005-5/182018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, were 10/2/2005 -11/03/2017. NOTE: The sudden appearance of an identical initial reporting date of 10/2005 for both addresses in the 5/18/18 datasearch indicates that this 10/2005 initial reporting date for both properties is due to a database error, and the original initial reporting dates identified on 12/5/2017 of 9/25/2011 for 633 Alma Avenue and 08/31/2017 for 3024 California Street are the more reliable dates.

**Database #2:**

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017.

5/18/18: Two addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017 and a second address – 3024 California Street, Oakland, CA 94602, reporting dates, 9/2017

**Database #3:**

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 8/28/2008 – 12/5/2017.

5/18/2018: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 8/31/2017-5/19/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, remained the same as on 15/5/2017 – 8/28/2008 – 12/5/2017.

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The following findings from the above database records indicate Ms. Sund has transitioned from her residency at the subject address to a current residence at 3024 California Street, Oakland, CA 94602:

- **Initial Reporting Dates** - The initial reporting dates for 3024 California Street, Oakland, CA 94602 are August and September, 2017, while initial reporting dates for the subject property date back to 8/28/2008. The much more recent initial reporting dates for 3024 California Street, Oakland, CA 94602 document Ms. Sund's residency at the address as a much more recent development, and therefore more likely her current residence. NOTE: See above discussion of the multiple initial reporting dates for both properties in Database #1.

- **Current Reporting Dates** - Two of the three databases report 3024 California Street, Oakland, CA 94602 as recently as 5/18/2018, while the most recent reporting date for 633 Alma Avenue, Apt. 5, Oakland, CA in any of the databases is 12/5/2017.

- The reporting of 3024 California Street, Oakland, CA 94602 in only one database during the initial searches of 12/5/2017 and the subsequent reporting of the address in all three databases during the searches of 5/18/2018 is also consistent with the appearance of new addresses in the Address History Databases. The databases are derived in chief from the three major credit bureaus (Equifax, Experian and TransUnion). New or updated address information is received by the clients of the bureaus - credit granting businesses, who in turn report periodically to the bureaus. Reporting periods vary between business from as little as 30 days to upwards of six months. Thus there is always a lag time in the reporting between the initial gathering of the information by the client companies and their periodic reporting to the bureaus. The gradual appearance of the California St. address in only one database in December, 2017 and t subsequent in all three bureaus in May, 2018 is consistent with the appearance of newly reported addresses in this process.

(See pages 9-15)

### TELEPHONE NUMBER DATABASES

Online contact of the Directory Assistance (411) on December 7, 2017 identified no listings under Jessica Sund in Oakland, CA.

On 12/5/2017 a cell number - (510) 206-5436, was identified in an undated database record as associated with Jessica Sund at the 6138 Park Avenue, Richmond, CA, 633 Alma Avenue, Apt. 5, Oakland, CA and 886 Cleveland Street, Apt. 11, Oakland, CA address (Phones Plus 1 -3). An online search of the 411 Directory Assistance found no information available for that number.

(See pages 15-16)

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## UTILITIES

Utilities databases identified no account associated with Jessica Sund.

## REAL PROPERTY OWNERSHIP RECORDS

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of property ownership associated with Jessica Sund. On March 27, 2018, a telephone contact of the Alameda County Assessor's office identified Cory Hamrick as the property owner of 3024 California Street, Oakland, CA (see also Cory Hamrick Datasearch Report). The Assessor found no property records were found under Jessica Sund.

## ALAMEDA COUNTY RECORDER INDEXES:

A search of Alameda County Recorder's indexes, identified no recordings under Jessica Sund.

## CALIFORNIA DMV RECORDS:

A search of California Department of Motor Vehicle driving records identified a current California license for Jessica Maggie Sund, issued 01/03/2013, expiration – 01/06/2023. One violation was noted, a 10/12/2016 - Driving while using wireless telephone. The citation was issued while driving vehicle license plate - 3JBL110 (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified a 1994 Toyota – license plate 3JBL110 registered to Jessica Sund at 633 Alma Avenue, Oakland, CA (Record #2). A record keyed to 3024 California Street, Oakland, CA identified no vehicle registered to Jessica Sund (Record #3). NOTE: The current registration expiration date for Ms. Sund's 1994 Toyota is 6/2/2108, indicating that the vehicle was renewed on 6/2/2017.

(See pages 16-18)

## VEHICLE SIGHTINGS:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified eight sightings of license plate 3JBL110 between February 28, 2011 and October 18, 2015. One sighting was in El Sobrante, CA on October 18, 2015 (Record #1); one sighting was in Alameda, CA on August 1, 2013 (Record #4); three sightings were in Oakland, CA between February 28, 2012 and October 31, 2013 (Records #3, 6 & 8); and the remaining three sightings were in the immediate vicinity of 633 Alma

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Avenue, Oakland, CA between March 11, 2013 and March 20, 2014. The sightings were between the hours of 10:31pm and 12:21 am (Records #2, 5 & 7).

(See pages 18-23)

**VOTER REGISTRATION:**

On December 7, 2017, an online search of Alameda Voter Registration records keyed to Date of Birth: 01/XX/1976 and Last 4 SSN: XXXX; identified no records (Record #1).

On December 7, 2017, an online search of Contra Costa County Voter Registration records keyed to First Name: Jessica; Last Name: Sund and Date of Birth: 01/XX/1976; identified no record (Record #2).

Archived database records identified two voter registrations for Jessica Sund: At 633 Alma Avenue, Apt. 5, Oakland, CA. Date of registration was 10/01/2008 and (Record #3) At 6138 Park Avenue, Richmond, CA. No date of registration was available, however the address is reported in Address History databases for Ms. Sund from 2005 to 2011. (Record #4).

(See pages 24-27)

**BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Employment and Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board and Uniform Commercial Code (UCC) identified two Employment Association records: 1) An undated record associating Ms. Sund with Stem2Bloom, 633 Alma Ave., Apt 5, Oakland, CA 94610; and 7/31/2012 record associating Ms. s/und with Prudential Penfed Realty, Clarkesville, TN.

(See pages 27-28)

**LIENS & JUDGMENTS:**

No record of any judgments or liens recorded against Jessica Sund were identified in liens and judgment databases.

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SINCE 1953

**CALIFORNIA SUPERIOR COURT CIVIL RECORDS:**

A search of California Superior Court Civil indexes, available on-line, including Jessica Sund's known counties of residence Alameda County and Contra Costa County identified one record in Alameda County – Case Number: RG16842109, Title: Sund v City of Oakland, Filing Date: 12/12/2016. A PI/PD/WD claim that is continuing as status is "Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM"

(See pages 28-33)

**CALIFORNIA SUPERIOR COURT CRIMINAL RECORDS:**

A search of California Superior Court Criminal indexes, available on-line identified no records. NOTE: Alameda County and Contra Costa Criminal Court filings are not available online.

**ARIZONA SUPERIOR COURT CIVIL & CRIMINAL RECORDS:**

A search of Arizona Superior Court Civil & Criminal indexes, available on-line, including Jessica Sund's known county of residence – Maricopa County, identified no records.

**NATIONWIDE FEDERAL BANKRUPTCY, CIVIL AND CRIMINAL COURT RECORDS:**

A search of on-line Federal Bankruptcy, Civil, and Criminal court records nationwide identified one record under Jessica Sund. The record was eliminated through non-matching social security number, spouse, address, other identifier or as having been filed in a jurisdiction remote from Jessica Sund's known address history.

**INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified the following records re: Jessica Sund:

Record #1: A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – jgt/gifts/baby-girl-hamrick. The link is highlighted in the below record. Record #1: A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – jgt/gifts/baby-girl-hamrick. The link is highlighted in the below record.

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**Record #2:** An undated Nuwber website listing identifying a number for Jessica M. Sund – (510) 306-5436 with an address of 633 Alma Avenue, Oakland, CA. The site identifies Ms. Sund’s previous location as Richmond, CA 94801.

**Record #3:** A LinkedIn page for Jessica Sund which identified herself as an Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present. The Experience section also identifies here as “Owner & Founder, STEM2Bloom.com, Dec 2015 – Present...San Francisco Bay Area”.

**Record #4 & 4A:** The website for Stem2Bloom for which Ms. Sund is “Owner & Founder” per her LinkedIn page. The site promotes a Preschool through 3<sup>rd</sup> grade curriculum developed by Ms. Sund. In a bio page at the site Ms. Sund “I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start... I’ve taught middle and high school students in math, helping them reach their goals and move beyond limitations. ... I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst...” No residence information is referenced. A Google site map at the website has a pin placement for the business location at 2640 College Ave., Berkeley, CA 94704, the location of the Berkeley Playhouse.

**Record #5:** The website for American Indian Model Schools. Ms. Sund’s LinkedIn page states that she is an “Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present”. A search of the Staff page at the site found no reference to Ms. Sund. The entity is addressed at 171 12<sup>th</sup> St., Oakland, CA 94607.

(See pages 34-43)

**RESIDENT HISTORY FOR 633 ALMA AVENUE, #5, OAKLAND, CA 94610:**

A search keyed to 633 Alma Avenue, #5, Oakland, CA 94610 identified three residents currently associated with the address.

- John S. Schonborn with reported dates of 08/1986-12/05/2017
- Therese Karlsson with reported dates of 02/13/2007-12/05/2017
- Jessica Sund with reported dates of 10/2005-12/05/2017
- Irma Lee Fink with reported dates of 12/1996-12/2017

(See pages 44-49)

NEILSON AND MACRITCHIE  
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**RESIDENT HISTORY FOR 3024 CALIFORNIA STREET, OAKLAND, CA 94602:**

**A search keyed to 3024 California Street, Oakland, CA identified three residents currently associated with the address:**

**Cory T. Hamrick with reported dates of 05/04/1999-12/05/2017**

**Erica Winn with reported dates of 11/05/2012-11/28/2017**

**Jessica M. Sund with reported dates of 07/01/2017-07/01/2017**

**No evidence a relationship, or bearing on the nature of an association, between Cory T. Hamrick, DOB 1/7/1967, and Ms. Sund was identified in social media, or other sources.**

**(See pages 50-52)**

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\*\*\*\*\*

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

**SUBJECT INFO:**

**Name:** Jessica Maggie Sund  
**DOB:** 01/XX/1976  
**SSN:** 556-83-XXXX issued in California in 1985.

**ADDRESS HISTORY**

Address History Databases identify 3024 California Street, Oakland, CA 94602 as Ms. Sund's current address. Three different Address Databases were reviewed on 12/5/2017 and again on 5/18/2018. Findings on the two dates were as follows:

**Database #1:**

**12/5/2017:** Two current addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/25/2011 and 10/2/2005 -11/03/2017; and a second address – 3024 California Street, Oakland, CA 94602, reporting dates - 08/31/2017-12/05/2017.

**5/18/18:** One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 10/2005-5/18/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, were 10/2/2005 -11/03/2017. NOTE: The sudden appearance of an identical initial reporting date of 10/2005 for both addresses in the 5/18/18 datasearch indicates that this 10/2005 initial reporting date for both properties is due to a database error, and the original initial reporting dates identified on 12/5/2017 of 9/25/2011 for 633 Alma Avenue and 08/31/2017 for 3024 California Street are the more reliable dates.

**Database #2:**

**12/5/2017:** One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017.

**5/18/18:** Two addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017 and a second address – 3024 California Street, Oakland, CA 94602, reporting dates, 9/2017

**Database #3:**

**12/5/2017:** One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 8/28/2008 – 12/5/2017.

5/18/2018: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 8/31/2017-5/19/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, remained the same as on 15/5/2017 – 8/28/2008 – 12/5/2017.

The following findings from the above database records indicate Ms. Sund has transitioned from her residency at the subject address to a current residence at 3024 California Street, Oakland, CA 94602:

- Initial Reporting Dates - The initial reporting dates for 3024 California Street, Oakland, CA 94602 are August and September, 2017, while initial reporting dates for the subject property date back to 8/28/2008. The much more recent initial reporting dates for 3024 California Street, Oakland, CA 94602 document Ms. Sund's residency at the address as a much more recent development, and therefore more likely her current residence. NOTE: See above discussion of the multiple initial reporting dates for both properties in Database #1.

- Current Reporting Dates – Two of the three databases report 3024 California Street, Oakland, CA 94602 as recently as 5/18/2018, while the most recent reporting date for 633 Alma Avenue, Apt. 5, Oakland, CA in any of the databases is 12/5/2017.

- The reporting of 3024 California Street, Oakland, CA 94602 in only one database during the initial searches of 12/5/2017 and the subsequent reporting of the address in all three databases during the searches of 5/18/2018 is also consistent with the appearance of new addresses in the Address History Databases. The databases are derived in chief from the three major credit bureaus (Equifax, Experian and TransUnion). New or updated address information is received by the clients of the bureaus – credit granting businesses, who in turn report periodically to the bureaus. Reporting periods vary between business from as little as 30 days to upwards of six months. Thus there is always a lag time in the reporting between the initial gathering of the information by the client companies and their periodic reporting to the bureaus. The gradual appearance of the California St. address in only one database in December, 2017 and t subsequent in all three bureaus in May, 2018 is consistent with the appearance of newly reported addresses in this process.

### DECEMBER 5, 2017 DATABASE SEARCHES:

#### Database #1

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)

633 ALMA AVE, OAKLAND, CA 94610-3853 (ALAMEDA COUNTY) (09/25/2011 to 09/25/2011)

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (08/31/2017 to 12/05/2017)

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6138 PARK AVE # 11, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/09/2005 to 10/2011)  
 6138 PARK AVE, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/10/2005 to 10/2005)  
 PO BOX 11634, OAKLAND, CA 94611-0634 (ALAMEDA COUNTY) (06/2008 to 08/06/2008)  
 822 59TH ST # 11, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (02/2004 to 06/2005)  
 822 59TH ST, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (01/23/2004 to 05/10/2005)  
 886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536 (ALAMEDA COUNTY) (12/15/1998 to 12/2003)  
 886 CLEVELAND ST, OAKLAND, CA 94606-1568 (ALAMEDA COUNTY) (02/1999 to 01/23/2003)  
 PO BOX 9045, OAKLAND, CA 94613-0001 (ALAMEDA COUNTY) (11/14/1997 to 01/23/2003)  
 3445 PIERSON ST, OAKLAND, CA 94619-3425 (ALAMEDA COUNTY) (08/1991 to 01/23/2003)  
 20022 N 31ST AVE, PHOENIX, AZ 85027-3900 (MARICOPA COUNTY) (03/13/2000 to 03/13/2000)  
 5000 MACARTHUR BLVD, OAKLAND, CA 94613-1301 (ALAMEDA COUNTY) (10/15/1997 to 10/15/1997)

**Database #2**

- 633 ALMA AVE APT 5, OAKLAND, CA 94610-3857, ALAMEDA COUNTY (Sep 2017)
- 6138 PARK AVE, RICHMOND, CA 94805-1229, CONTRA COSTA COUNTY (Mar 2005 - May 2005)
- 822 59TH ST, EMERYVILLE, CA 94608-1408, ALAMEDA COUNTY (Feb 2004 - May 2005)
- PO BOX 9045, OAKLAND, CA 94613-0045, ALAMEDA COUNTY (Mar 1998 - Sep 2001)
- 886 CLEVELAND ST, OAKLAND, CA 94606-1568, ALAMEDA COUNTY (Feb 1999)
- 3445 PIERSON ST, OAKLAND, CA 94619-3425, ALAMEDA COUNTY (Aug 1991 - Mar 1993)

**Database #3**

Name	Address	SSN / DOB	Phone
◦ SUND JESSICA M	4x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 08/28/2008 - 12/05/2017 <b>County:</b> ALAMEDA	556-83-XXXX <b>Issued:</b> 1985 in CA <b>DOB:</b> 01/XX/1976 <b>Age:</b> 41	Cell: (510)206-5436 Cell: (510)306-5436 Landline: (510)836-0705
SUND JESSICA M	4x PO BOX 11634 OAKLAND CA 94611-0634 <b>Reported:</b> 06/20/2008 - 09/12/2008 <b>County:</b> ALAMEDA	556-83-XXXX <b>Issued:</b> 1985 in CA <b>DOB:</b> 01/XX/1976 <b>Age:</b> 41	

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SUND JESSICA M AKA: SUND, J M	7x6138 PARK AV RICHMOND CA 94805-1229 Reported: 03/01/2005 - 06/19/2008 County: CONTRA COSTA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M AKA: SUND, J M	4x822 59TH ST OAKLAND CA 94608-1408 Reported: 01/27/2004 - 04/01/2005 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Landline: (510)420-1595 Landline: (510)834-9440
SUND JESSICA M	4x822 59TH ST EMERYVILLE CA 94608-1408 Reported: 04/25/2004 - 09/01/2004 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Landline: (510)420-1595
SUND JESSICA M	10x886 CLEVELAND ST OAKLAND CA 94606-1568 Reported: 12/15/1998 - 07/01/2003 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Landline: (510)834-9440
SUND JESSICA M	7x3445 PIERSON ST OAKLAND CA 94619-3425 Reported: 06/01/1994 - 11/13/2000 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	1x3445 PEARSON ST OAKLAND CA 94619 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA	
SUND JESSICA M	1x PO BOX OAKLAND CA 94613 Reported: 11/14/1997 - 01/31/1999 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	1x CARDINAL RIDGE AP OAKLAND CA 94613 Reported: 10/01/1998 - 10/01/1998 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	6x POB 9045 OAKLAND CA 94613-0045 Reported: 03/01/1998 - 03/01/1998 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	2x5000 MACARTHUR BLVD OAKLAND CA 94613-1301	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	

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	<b>Reported: 10/15/1997 - 10/15/1997</b> <b>County: ALAMEDA</b>		
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**MAY 18, 2018 DATABASE SEARCHES:**

**Database #1:**

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (10/2005 to 05/18/2018)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)  
633 ALMA AVE, OAKLAND, CA 94610-3853 (ALAMEDA COUNTY) (09/25/2011 to 09/25/2011)  
6138 PARK AVE # 11, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/09/2005 to 10/2011)  
6138 PARK AVE, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/10/2005 to 05/24/2005)  
3707 MALVERN RD, KINGSFORD HEIGHTS, IN 46346-3355 (LA PORTE COUNTY) (10/2008 to 10/2008)  
PO BOX 11634, OAKLAND, CA 94611-0634 (ALAMEDA COUNTY) (06/2008 to 08/06/2008)  
822 59TH ST # 11, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (02/2004 to 06/2005)  
822 59TH ST, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (01/23/2004 to 05/10/2005)  
886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536 (ALAMEDA COUNTY) (12/15/1998 to 12/2003)  
886 CLEVELAND ST, OAKLAND, CA 94606-1568 (ALAMEDA COUNTY) (02/1999 to 01/23/2003)  
PO BOX 9045, OAKLAND, CA 94613-0001 (ALAMEDA COUNTY) (11/14/1997 to 01/23/2003)  
3445 PIERSON ST, OAKLAND, CA 94619-3425 (ALAMEDA COUNTY) (08/1991 to 01/23/2003)  
20022 N 31ST AVE, PHOENIX, AZ 85027-3900 (MARICOPA COUNTY) (03/13/2000 to 03/13/2000)  
5000 MACARTHUR BLVD, OAKLAND, CA 94613-1301 (ALAMEDA COUNTY) (10/15/1997 to 10/15/1997)

**Database #2:**

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908, ALAMEDA COUNTY (Sep 2017)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857, ALAMEDA COUNTY (Sep 2017)  
6138 PARK AVE, RICHMOND, CA 94805-1229, CONTRA COSTA COUNTY (Mar 2005 - May 2005)  
822 59TH ST, EMERYVILLE, CA 94608-1408, ALAMEDA COUNTY (Feb 2004 - May 2005)  
PO BOX 9045, OAKLAND, CA 94613-0045, ALAMEDA COUNTY (Mar 1998 - Sep 2001)

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886 CLEVELAND ST, OAKLAND, CA 94606-1568, ALAMEDA COUNTY (Feb 1999)  
 3445 PIERSON ST, OAKLAND, CA 94619-3425, ALAMEDA COUNTY (Aug 1991 - Mar 1993)

**Database #3:**

SUND JESSICA M	<u>1x3024 CALIFORNIA ST</u> OAKLAND CA 94602 Reported: 08/31/2017 - 05/19/2018 County: ALAMEDA
SUND JESSICA M	<u>3x633 ALMA AVE 5</u> OAKLAND CA 94610-3857 Reported: 08/28/2008 - 05/18/2018 County: ALAMEDA
SUND JESSICA M	<u>3x11634 PO BOX</u> OAKLAND CA 94611-0634 Reported: 06/20/2008 - 08/27/2008 County: ALAMEDA
SUND JESSICA M AKA: SUND, J M	<u>6x6138 PARK AVE</u> RICHMOND CA 94805-1229 Reported: 03/01/2005 - 06/19/2008 County: CONTRA COSTA
SUND JESSICA M AKA: SUND, J M	<u>3x822 59TH ST</u> OAKLAND CA 94608-1408 Reported: 01/27/2004 - 04/01/2005 County: ALAMEDA
SUND JESSICA M	<u>4x822 59TH ST</u> EMERYVILLE CA 94608-1408 Reported: 04/25/2004 - 09/01/2004 County: ALAMEDA
SUND JESSICA M	<u>9x886 CLEVELAND ST 11</u> OAKLAND CA 94606-1568 Reported: 12/15/1998 - 07/01/2003 County: ALAMEDA
SUND JESSICA M	<u>1x3445 PEARSON ST</u> OAKLAND CA 94619 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA
SUND JESSICA M	<u>6x3445 PIERSON ST</u> OAKLAND CA 94619-3425 Reported: 06/01/1994 - 11/13/2000 County: ALAMEDA
SUND JESSICA M	<u>1xPO BOX</u> OAKLAND CA 94613 Reported: 11/14/1997 - 01/31/1999 County: ALAMEDA
<b>Name</b>	<b>Address</b>

NEILSON AND MACRITCHIE  
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 SINCE 1953

SUND JESSICA M	1xCARDINAL RIDGE AP OAKLAND CA 94613 <b>Reported:</b> 10/01/1998 - 10/01/1998 <b>County:</b> ALAMEDA
SUND JESSICA M	6x9045 PO BOX OAKLAND CA 94613-0045 <b>Reported:</b> 03/01/1998 - 03/01/1998 <b>County:</b> ALAMEDA
SUND JESSICA M	1x5000 MACARTHUR BLVD OAKLAND CA 94613 <b>Reported:</b> 10/15/1997 - 10/15/1997 <b>County:</b> ALAMEDA

**TELEPHONE NUMBER DATABASES**

Online contact of the Directory Assistance (411) on December 7, 2017 identified no listings under Jessica Sund in Oakland, CA.

On 12/5/2017 a cell number – (510) 206-5436, was identified in an undated database record as associated with Jessica Sund at the 6138 Park Avenue, Richmond, CA, 633 Alma Avenue, Apt. 5, Oakland, CA and 886 Cleveland Street, Apt. 11, Oakland, CA address (Phones Plus 1 -3). An online search of the 411 Directory Assistance found no information available for that number.

**Phones Plus 1**

Name: SUND, JESSICA  
Address: 6138 PARK AVE, RICHMOND, CA 94805-1229  
Phone Number: 510-206-5436 - PST  
Phone Type: Mobile  
Carrier: NEW CINGULAR WIRELESS - ( OAKLAND , CA )

**Phones Plus 2**

Name: SUND, JESSICA  
Address: 633 ALMA AVE APT 5, OAKLAND, CA 94610-3857  
Phone Number: 510-206-5436 - PST  
Phone Type: Mobile  
Carrier: NEW CINGULAR WIRELESS - ( OAKLAND , CA )

**Phones Plus 3**

Name: SUND, JESSICA  
Address: 886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536  
Phone Number: 510-206-5436 - PST

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Phone Type: Mobile  
Carrier: NEW CINGULAR WIRLESS - ( OAKLAND , CA )

**DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified a current California license for Jessica Maggie Sund, issued 01/03/2013, expiration – 01/06/2023. One violation was noted, a 10/12/2016 - Driving while using wireless telephone. The citation was issued while driving vehicle license plate - 3JBL110 (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified a 1994 Toyota – license plate 3JBL110 registered to Jessica Sund at 633 Alma Avenue, Oakland, CA (Record #2). A record keyed to 3024 California Street, Oakland, CA identified no vehicle registered to Jessica Sund (Record #3). NOTE: The current registration expiration date for Ms. Sund’s 1994 Toyota is 6/2/2108, indicating that the vehicle was renewed on 6/2/2017.

**Record #1**

SEQ: 5970570 REF:  
2580386 - SC AGENT: THERESA VU REC DATE: 12/05/2017

-----  
OVER NIGHT DRIVER RECORD FOR THE STATE OF CA  
-----

LIC: A8501284 BD:01/XX/76 AGE:41 SEX:F HT:506 WT:120 EYES:BLUE HAIR:BROWN

SUND, JESSICA MAGGIE CLASS: C ISS:01/03/13 EXP:01/06/23

RESTRICTIONS: EXT:RB1  
APPROXIMATE YEAR OF ISSUE: 90

-----  
VIOL/DT CONV/DT SECTION VIOL DCKT/CIT/FR RPT-LOCN VEH LIC  
ABS 10/12/16 11/09/16 VC 23123A 1193963 OAKLAND 3JBL110  
DRIVING WHILE USING WIRELESS TELEPHONE  
DMV POINT COUNT 0  
-----

SUBJECT ISSUED ID CARD 06/13/94 EXPIRES 01/06/00

DEPT ACT: ORD/MD EFF/DT SECTION THRU REASON  
NONE TO REPORT

=====END OF RECORD=====

**Record #2**

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

D M V VEHICLE REGISTRATION INFORMATION  
AUTOMATED NAME INDEX

MACRITCHIE INVESTIGATORS  
THERESA VUONG  
PO BX 410187  
SAN FRANCISCO, CA 94141

LIST DATE: 12/05/17  
ATTN: BC  
INFO CODE: 5 W

DATE/TIME OF RESPONSE: 12/05/17 13:28  
NAME: SUND JESSICA

633 OAKLAND

REG VALID FROM: 00/00/00 TO 06/02/18  
LIC#: 3JEL110 YRMD: 94 MAKE: TOYT BTM : 4D  
VIN : 1NXAE99R0RZ191284  
SOLD: 00/00/94 CLAS: DL  
TYPE: 11 VEH : 12 BODY: 0 PWR: 6 LOCD: 9

OWNER ISS: 10/01/94

MORE

DATE/TIME OF RESPONSE: 12/05/17 13:28  
NAME: SUND JESSICA  
REG ISS: 04/20/17  
R/O : SUND JESSICA MAGGIE,  
CITY: C.C.: ZIP :

633 OAKLAND

CLEARANCE INFORMATION RECORDS:

OFFICE	WORK DATE	TECH/ID	SEQ #	VALUE	FICHE DATE	TTC
RI5	05/24/10	44	7132	00092.00	05/24/10	FOT
RI5	04/15/11	41	7221	00103.00	04/15/11	FOT
RI5	06/01/12	41	7415	00104.00	06/01/12	FOT
RI5	03/29/13	42	7450	00104.00	03/29/13	FOT
RJ9	05/23/14	41	7604	00105.00	05/23/14	FOT
RJ1	05/11/15	42	7595	00105.00	05/11/15	FOT
RJ7	04/18/16	40	7760	00105.00	04/18/16	FOT
RJ9	04/17/17	40	7161	00117.00	04/17/17	FOT

MORE

D M V VEHICLE REGISTRATION INFORMATION  
AUTOMATED NAME INDEX

PAGE: 02

DATE/TIME OF RESPONSE: 12/05/17 13:28  
NAME: SUND JESSICA  
REC STATUS:  
04/18/16 SMOG DUE 06/02/18  
07/14/94 PREV LIC 8805000

633 OAKLAND

09/21/1994-ODMETER:  
END OF DATA

3,221 MILES ACTUAL MILEAGE

Record #3

NEILSON AND MacRITCHIE  
INVESTIGATORS  
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D M V VEHICLE REGISTRATION INFORMATION  
AUTOMATED NAME INDEX

MACRITCHIE INVESTIGATORS  
THERESA VUONG  
PO BX 410187  
SAN FRANCISCO, CA 94141

LIST DATE: 12/05/17  
ATTN: EC  
INFO CODE: 5 W

DATE/TIME OF RESPONSE: 12/05/17 13:28  
NAME: SUND JESSICA

302 OAKLAND

NO RECORD FOR CRITERIA GIVEN  
END OF DATA

VEHICLE SIGHTINGS:

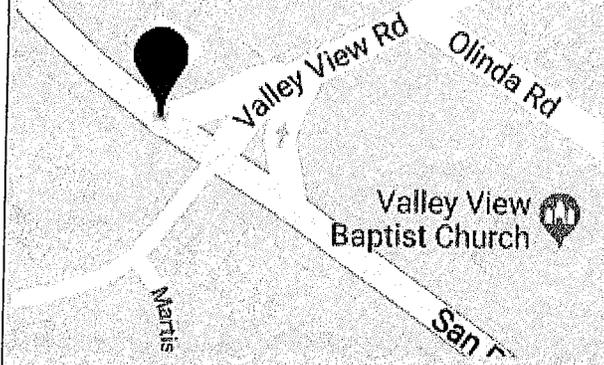
A nationwide search of the license plates keyed to abovementioned license plate numbers identified eight sightings of license plate 3JBL110 between February 28, 2011 and October 18, 2015. One sighting was in El Sobrante, CA on October 18, 2015 (Record #1); one sighting was in Alameda, CA on August 1, 2013 (Record #4); three sightings were in Oakland, CA between February 28, 2012 and October 31, 2013 (Records #3, 6 & 8); and the remaining three sightings were in the immediate vicinity of 633 Alma Avenue, Oakland, CA between March 11, 2013 and March 20, 2014. The sightings were between the hours of 10:31pm and 12:21 am (Records #2, 5 & 7).

Record #1

Sighting Date: 10/18/2015 15:10:35	Sighting State: CA
License Plate: 3JBL110	Sighting State: CA
Sighting In or Near: EL SOBRANTE, CA	
Sighting Date: 10/18/2015	Sighting Time: 15:10:35

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Latitude: 37.960226  
Longitude: -122.283459  
View Map



1 of 8 Historical Sightings

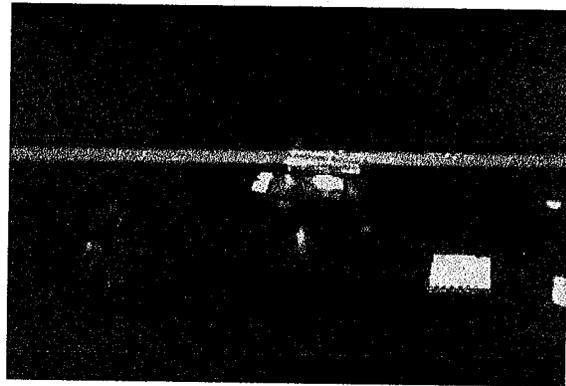
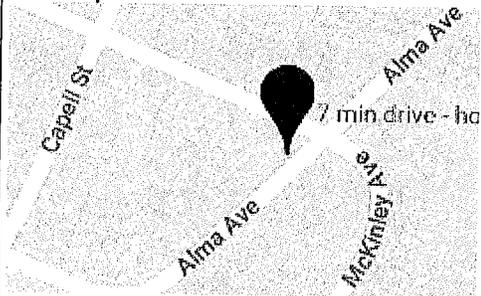
### Record #2

Sighting Date: 03/20/2014 00:21:00 Sighting State: CA

License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: OAKLAND, CA

Sighting Date: 03/20/2014  
Sighting Time: 00:21:00

Latitude: 37.804783  
Longitude: -122.238402  
View Map



2 of 8 Historical Sightings

### Record #3

Sighting Date: 10/31/2013 20:41:21 Sighting State: CA

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: OAKLAND, CA

Sighting Date: 10/31/2013  
Sighting Time: 20:41:21

Latitude: 37.809274  
Longitude: -122.246547

View Map



3 of 8 Historical Sightings

**Record #4**

Sighting Date: 08/01/2013 11:28:06 Sighting State: CA

License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: ALAMEDA PT, CA

Sighting Date: 08/01/2013  
Sighting Time: 11:28:06

Latitude: 37.727986  
Longitude: -122.23265

View Map



4 of 8 Historical Sightings

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

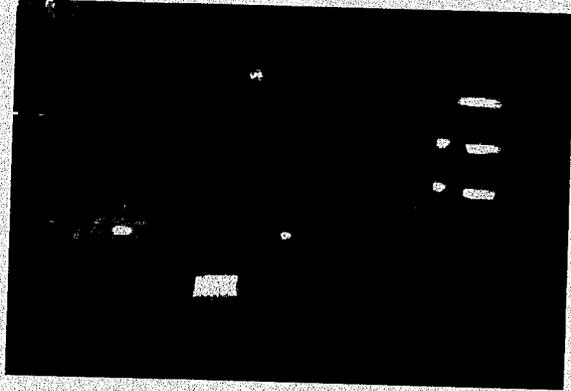
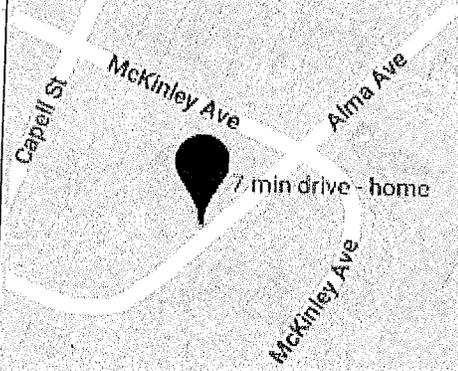
**Record #5**

Sighting Date: 06/16/2013 23:33:59 Sighting State: CA

License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: OAKLAND, CA

Sighting Date: 06/16/2013  
Sighting Time: 23:33:59

Latitude: 37.804563  
Longitude: -122.238693  
View Map



5 of 8 Historical Sightings

**Record #6**

Sighting Date: 05/07/2013 21:50:45 Sighting State: CA

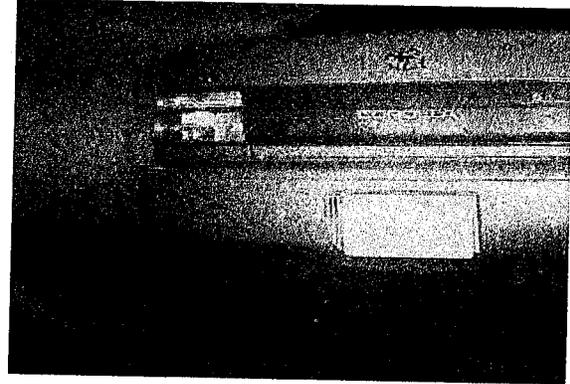
License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: OAKLAND, CA

Sighting Date: 05/07/2013  
Sighting Time: 21:50:45



NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Latitude: 37.809832  
Longitude: -122.244844  
View Map



6 of 8 Historical Sightings

**Record #7**

Sighting Date: 03/11/2013 22:31:23 Sighting State: CA

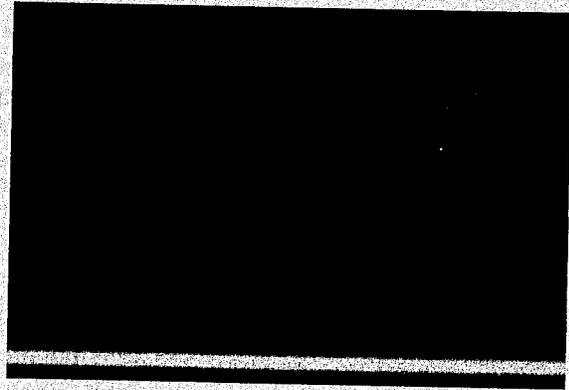
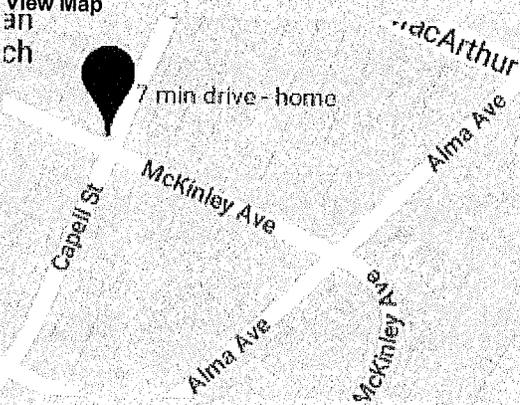
License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: OAKLAND, CA

Sighting Date: 03/11/2013  
Sighting Time: 22:31:23

Latitude: 37.805307  
Longitude: -122.23936

View Map

ch



7 of 8 Historical Sightings

**Record #8**

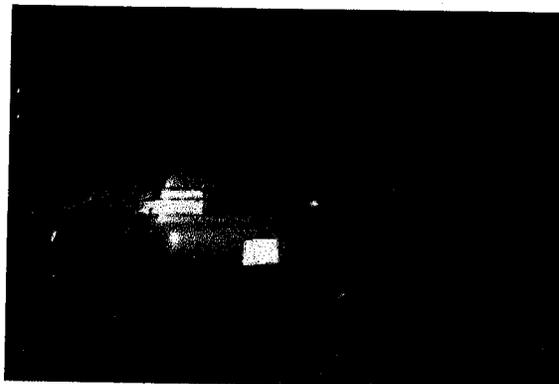
Sighting Date: 02/28/2011 19:42:19 Sighting State: CA

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

License Plate: 3JBL110  
Sighting State: CA  
Sighting In or Near: PIEDMONT, CA

Sighting Date: 02/28/2011  
Sighting Time: 19:42:19

Latitude: 37.791084  
Longitude: -122.198173  
View Map



8 of 8 Historical Sightings

### VOTER REGISTRATION:

On December 7, 2017, an online search of Alameda Voter Registration records keyed to Date of Birth: 01/XX/1976 and Last 4 SSN: XXXX; identified no records (Record #1).

On December 7, 2017, an online search of Contra Costa County Voter Registration records keyed to First Name: Jessica; Last Name: Sund and Date of Birth: 01/XX/1976; identified no record (Record #2).

Archived database records identified two voter registrations for Jessica Sund: At 633 Alma Avenue, Apt. 5, Oakland, CA. Date of registration was 10/01/2008 and (Record #3) At 6138 Park Avenue, Richmond, CA. No date of registration was available, however the address is reported in Address History databases for Ms. Sund from 2005 to 2011. (Record #4).

#### Record #1

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

# Registrar of Voters

Registrar, Tim Dupuis

ELECTIONS

POLL  
WORKERS

VOTER  
REGISTRATION

VOTING

CANDIDATE  
INFORMATION

VOTER  
EDUCATION

## My Voter Profile

**\* Required field**

\* Date of Birth: (example, 01/01/1900)

01

/

1976

\* California Driver License/California ID:

**OR**

Last 4 digits of your Social Security Number:

**Search**

**Error: Invalid Search**

Unfortunately, we could not verify your voter registration based upon the information you provided. Please check the information you entered. The birth date, and drivers license number/SSN number must be valid. You must be a registered voter, in order for the information to be found.

If you believe that the information you entered is accurate, please contact Registrar of Voters Office via [email](#) or by phone at (510) 272-6973 to verify your voter registration

Birth Date (example, 01/01/1900)	01/01/1976
California Driver License/California ID:	
Last 4 digits of your Social Security Number:	██████

**Record #2**



**CONTRA COSTA COUNTY**  
ELECTIONS DIVISION  
JOSEPH E. CANCIAMILLA, County Clerk-Recorder-Registrar

ELECTION OFFICE	CURRENT ELECTION	VOTER REGISTRATION	VOTING	ELECTED OFFICES	GET INVOLVED
-----------------	------------------	--------------------	--------	-----------------	--------------

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

# AM I REGISTERED?

Voter Lookup and Sample Ballot Search

You can find your voter registration status and a sample of your ballot by completing the information below.

First Name \*

jessica

Last Name \*

sund

Birth Date (mm/dd/yyyy) \*

01



1976

Search

Clear

# AM I REGISTERED?

Voter Lookup and Sample Ballot Search

No results found, please **revise search** and try again. Or you can **Register Online**

Record #3

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

CONFIDENTIAL ATTORNEY WORK PRODUCT

PAGE 26

000050

Name: **JESSICA MAGGIE SUND**  
Address: **633 ALMA AVE APT 5, OAKLAND, CA 94610 (ALAMEDA COUNTY)**  
Date of Registration: **10/01/2008**  
DOB: **01/XX/1976 (41)**  
Party: **Democrat**  
Phone: **5102065436**  
Gender: **Female**

**Record #4**

Name: **JESSICA SUND**  
Address: **6138 PARK AVE, RICHMOND, CA 94805 (CONTRA COSTA COUNTY)**  
DOB: **01/XX/1976 (41)**  
Party: **No Party Affiliation**  
Gender: **Female**

**BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Employment and Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board and Uniform Commercial Code (UCC) identified two Employment Association records: 1) An undated record associating Ms. Sund with Stem2Bloom, 633 Alma Ave., Apt 5, Oakland, CA 94610; and 7/31/2012 record associating Ms. s/und with Prudential Penfed Realty, Clarkesville, TN.

**EMPLOYMENT ASSOCIATIONS:**

**Record #1**

Name: **JESSICA SUND**  
Title: **OWNER**  
LexID: **2466498724**  
SSN: **556-83-xxxx**  
Company: **STEM2BLOOM**  
Address: **633 ALMA AVE APT 5, OAKLAND, CA 94610-3857**  
Phone:

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

FEIN:

Dates: Nov 13, 2015

**Record #2**

Name: JESS SUND

LexID: 2466498724

SSN: 556-83-XXXX

Company: PRUDENTIAL PENFED REALTY

Address: 2503 WILMA RUDOLPH BLVD, CLARKSVILLE, TN 37040-5844

Phone: ✓931-503-8000

FEIN:

Dates: Jul 31, 2012

**CALIFORNIA SUPERIOR COURT CIVIL RECORDS:**

A search of California Superior Court Civil indexes, available on-line, including Jessica Sund's known counties of residence Alameda County and Contra Costa County identified one record in Alameda County – Case Number: RG16842109, Title: Sund v City of Oakland, Filing Date: 12/12/2016. A PI/PD/WD claim that is continuing as status is "Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM"

**Record #1**

THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

**Case Details**

**Case Number: RG16842109**

**Title: Sund VS City of Oakland**

**Case Summary**

Register of Action

Participants

Tentative Rulings

Future Hearings

Minutes

**Case Number:** RG16842109

**Title:** Sund VS City of Oakland

**Case Type:** Civil

**Complaint Type:** Other PI/PD/WD Tort

**Case Subtype:** General Civil

**Filing Date:** 12/12/2016

**Filing Location:** Rene C. Davidson Alameda County Courthouse

Case Details

**Case Number: RG16842109**

**Title: Sund VS City of Oakland**

- [Case Summary](#)
- [Register of Action](#)
- [Participants](#)
- [Tentative Rulings](#)
- [Future Hearings](#)
- [Minutes](#)

Date	Description	Pages	Price	Select
5/2/2018	Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM D- 303	1	\$1.00	<input type="checkbox"/> <a href="#">Half Page Preview</a> <input type="checkbox"/>

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Date	Description	Pages	Price	<a href="#">View</a>	Select
4/17/2018	Case Management Conf Continuance 08/28/2018 03:00 PM D- 19				<input type="checkbox"/>
4/17/2018	Civil Pre-Trial Settlement Conference 01/24/2019 02:30 PM D- 303				
4/17/2018	Case Management Conf Continuance 02/22/2019 02:00 PM D- 19				
4/17/2018	Civil Jury Trial 03/01/2019 09:00 AM D- 19				
4/17/2018	Case Management Conference Order Issued	5		<a href="#">View</a>	
4/17/2018	Case Management Conference Commenced and Completed	3		<a href="#">View</a>	
4/13/2018	Case Management Statement of Jessica Sund Filed	6	\$5.50	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
4/4/2018	Answer to Complaint Filed for City of Oakland	5	\$5.00	<a href="#">Half Page Preview</a>	<input type="checkbox"/>

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Date	Description	Pages	Price		Select
4/4/2018	Case Management Statement of City of Oakland Filed	7	\$6.00	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
3/7/2018	Proof of Service on Complaint As to City of Oakland Filed	2	\$2.00	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
2/20/2018	Hearing Reset to Case Management Conf Continuance 04/17/2018 03:00 PM D- 19	1		<a href="#">View</a>	
2/9/2018	First Amended Complaint Filed	6	\$5.50	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
1/23/2018	Case Management Conf Continuance 04/17/2018 02:30 PM D- 19				
1/23/2018	Case Management Conference Order Issued	2		<a href="#">View</a>	
1/23/2018	Case Management Conference Commenced and Completed	1		<a href="#">View</a>	
12/27/2017	Notice of Judicial Reassignment for All Purposes Issued	4	\$4.00	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
9/19/2017	Case Management Conf Continuance				

NEILSON AND MACRITCHIE  
 INVESTIGATORS  
 SINCE 1953

Date	Description	Pages	Price		Select
	01/23/2018 02:30 PM D- 19				<input type="checkbox"/>
9/19/2017	Case Management Conference Order Issued	4		<a href="#">View</a>	
9/19/2017	Case Management Conference Commenced and Completed	2		<a href="#">View</a>	
8/23/2017	Hearing Reset to Case Management Conf Continuance 09/19/2017 02:30 PM D- 19	1		<a href="#">View</a>	
8/17/2017	Notice of Judicial Reassignment for All Purposes Issued	4	\$4.00	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
6/2/2017	Case Management Conf Continuance 09/13/2017 03:00 PM D- 23				
6/2/2017	Case Management Conference Order Issued	1		<a href="#">View</a>	
5/23/2017	Case Management Statement of Jessica Sund Filed	6	\$5.50	<a href="#">Half Page Preview</a>	<input type="checkbox"/>
12/14/2016	Notice of Assignment of Judge for All Purposes Issued	4	\$4.00	<a href="#">Half Page Preview</a>	<input type="checkbox"/>

NEILSON AND MacRITCHIE  
INVESTIGATORS  
SINCE 1953

Date	Description	Pages	Price	Select	View
12/14/2016	Initial Case Management Conference 06/05/2017 03:00 PM D- 23	2			
12/12/2016	Request Re: Waive Court Fees As to Jessica Sund Granted				
12/12/2016	Request Re: Waive Court Fees Filed for Jessica Sund				
12/12/2016	Summons on Complaint Issued and Filed	1	\$1.00	<input type="checkbox"/>	<a href="#">Half Page Preview</a>
12/12/2016	Civil Case Cover Sheet Filed for Jessica Sund	2	\$2.00	<input type="checkbox"/>	<a href="#">Half Page Preview</a>
12/12/2016	Complaint - Other PI/PD/WD Tort Filed	6	\$5.50		<a href="#">Half Page Preview</a>

**INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified the following records re: Jessica Sund:

**Record #1:** A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – jgt/gifts/baby-girl-hamrick. The link is highlighted in the below record.

**Record #2:** An undated Nwumber website listing identifying a number for Jessica M. Sund – (510) 306-5436 with an address of 633 Alma Avenue, Oakland, CA. The site identifies Ms. Sund's previous location as Richmond, CA 94801.

**Record #3:** A LinkedIn page for Jessica Sund which identified herself as an Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present. The Experience section also identifies here as “Owner & Founder, STEM2Bloom.com, Dec 2015 – Present...San Francisco Bay Area”.

**Record #4 & 4A:** The website for Stem2Bloom for which Ms. Sund is “Owner & Founder” per her LinkedIn page. The site promotes a Preschool through 3<sup>rd</sup> grade curriculum developed by Ms. Sund. In a bio page at the site Ms. Sund “I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start... I've taught middle and high school students in math, helping them reach their goals and move beyond limitations. ... I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst...” No residence information is referenced. A Google site map at the website has a pin placement for the business location at 2640 College Ave., Berkeley, CA 94704, the location of the Berkeley Playhouse.

**Record #5:** The website for American Indian Model Schools. Ms. Sund's LinkedIn page states that she is an “Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present”. A search of the Staff page at the site found no reference to Ms. Sund. The entity is addressed at 171 12<sup>th</sup> St., Oakland, CA 94607.

**Record #1**

**From:** <https://registry.thebump.com/jessica-sund-october-2017/20829917>

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SINCE 1853

DUE DATE: OCT 25 2017 | LOCATION: OAKLAND, GA

## JESSICA SUND'S BABY REGISTRY

Jessica Sund created a baby registry at buybuy BABY and Target Baby. Find a baby shower gift from their baby shower registries below.

OUR BABY REGISTRIES

**buybuyBABY**

SHOP JESSICA'S REGISTRY →

**TARGET**

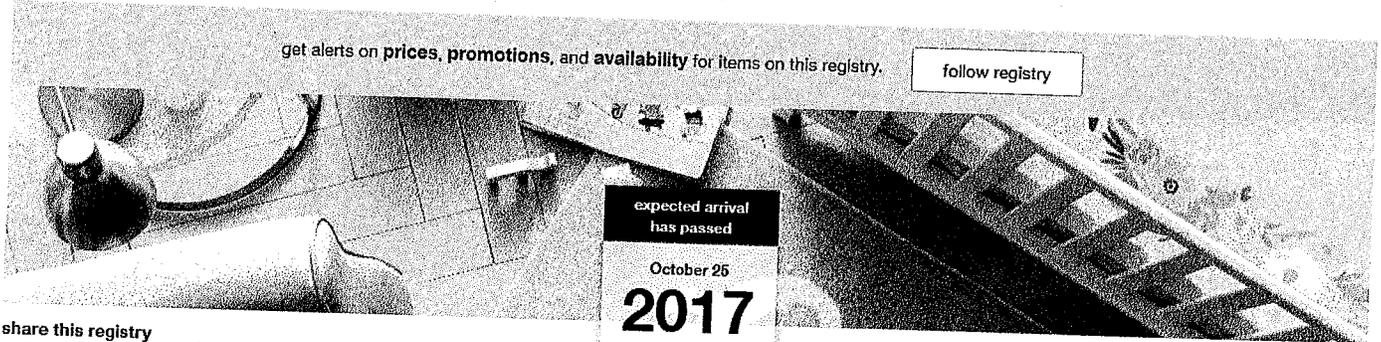
SHOP JESSICA'S REGISTRY →

### jessica's baby registry

[print registry](#)

get alerts on prices, promotions, and availability for items on this registry.

[follow registry](#)



expected arrival  
has passed

October 25  
**2017**

Oakland, CA

<b>6</b> remaining	<b>11</b> total items
-----------------------	--------------------------

share this registry

[igt.gifts/baby-girl-hamrick](https://igt.gifts/baby-girl-hamrick)



**Record #2**

**From:** <https://nuwber.com/person/563a41fd7686b0176b86983a>

**Number**

Jessica Sund

Oakland, CA

 **Jessica M Sund** Age 40–45

 View Jessica Sund's Background & Public Record Information Ads

**Phone**

 (510) 306-5436

 5103065436 is a **Mobile** number registered with Verizon Wireless in CA

**Address**

 633 Alma Ave

 Oakland, CA

 94610-3853

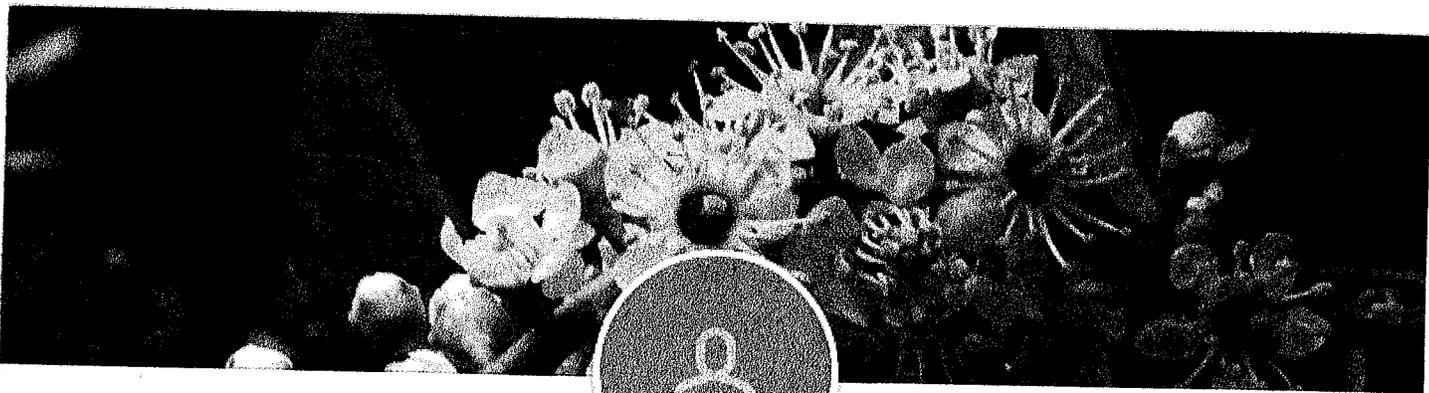
**Previous Locations**

 Richmond, CA 94801

**Record #3**

**From:** <https://www.linkedin.com/in/jessund/>

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INVESTIGATORS  
SINCE 1953



...

## Jessica Sund

Intervention Specialist at American Indian Model School  
American Indian Model Schools I & II • California State University-East Bay  
San Francisco Bay Area • 88 

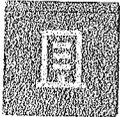
Connect

NEILSON AND MACRITCHIE  
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Experienced Teacher with a demonstrated history of working in the program development industry. Skilled in Curriculum Development for Nonprofit Organizations, Intervention and Resource in Mathematics and English, ArcGIS and Environmental Education. Strong education professional with a Bachelor's Degree focused in Biological Science.

[See less ^](#)

## Experience



### **Intervention/Resource Teacher**

**American Indian Model Schools I & II**

Jul 2016 – Present • 1 yr 6 mos

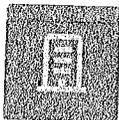
Oakland, CA

- Administer instruction and services for those pupils whose needs have been identified in an individualized educational program; specialize in instruction of middle & high school Math, ELA and ESL curriculum
- Provide information and assistance to individuals with exceptional needs; monitor student's progress on a regular basis, participating in the review and revision of the instructionalized education programs.
- Implement consultation services and coordination as needed: identification and assessment of behavior patterns in pupils and utilization of evaluation data for the modification of instruction and curriculum

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Test Administration:  
CA English Language Development Test (CELDT)  
Johns Hopkins Center for Talented Youth (SCAT)

---



**Owner & Founder**

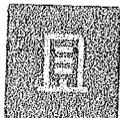
**STEM2Bloom.com**

Dec 2015 – Present • 2 yrs 1 mo

San Francisco Bay Area

A unique and innovative Early Childhood Immersion STEM Curriculum developed to inspire young children to become excited about learning science and math early on in their education. Units include lessons on entomology, chemistry, geometry, physics, geology and ornithology.

---



**STEM Curriculum Developer and Science Teacher**

**Fountainhead Montessori**

2014 – 2015 • 1 yr

Alameda County

Designed and implemented custom Early Childhood STEM curriculum for five campuses  
Taught weekly science classes for 300+ students; provided teacher training



**Project Coordinator/Program Representative**

University of California, Agriculture and Natural Resources - UCCE

2013 - 2014 • 1 yr

Alameda, CA

Developed UCANR publications and Garden to Classroom curriculum focused on nutrition, science, math, literacy, environmental education and connected to Dept. of Education Desired Results. Managed UCANR Cooperative Extension Nutrition Education Garden Project consisting of Oakland Unified State Pre-K and Child Development Centers and Head Start, providing outreach and lesson plans and implemented training and support, consultation and educational resources to 108 teachers within OUSD and over 1200 OUSD students



**Montessori Teacher**

Northern Light School

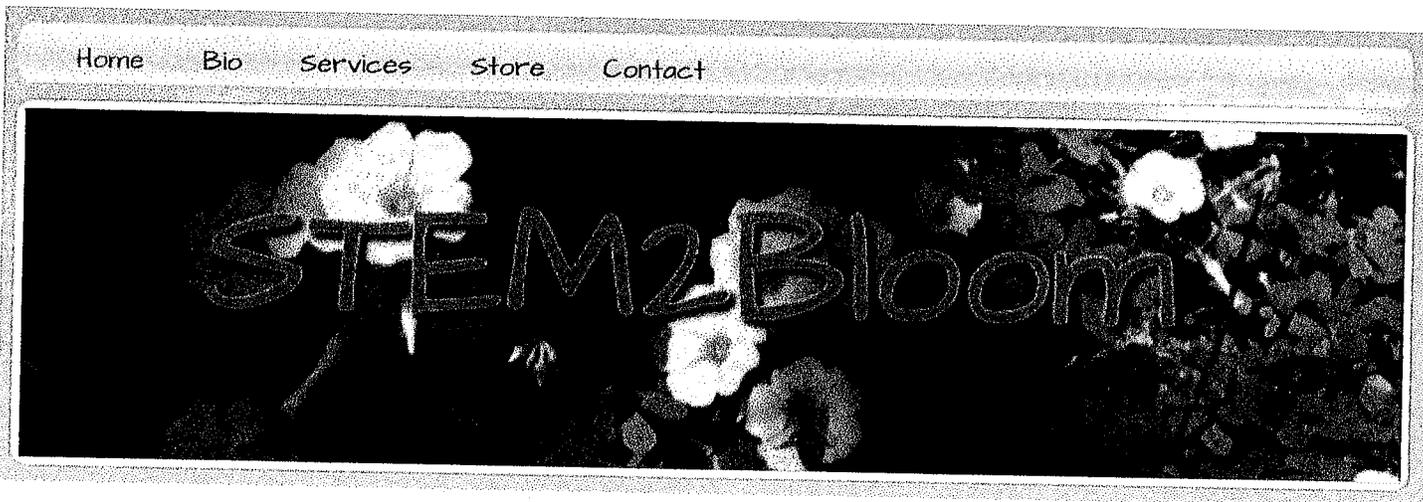
2011 - 2012 • 1 yr

Oakland, CA

Instructor of ECE Montessori curriculum focused on student directed approach facilitating targeted and personalized learning and development exercises

**Record #4**

**From: <http://www.stem2bloom.com/>**



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SINCE 1953

# Curriculum

Preschool/PreK (3-5 years)  
TK/Kindergarten (5-6 years)  
K/1st Grade (6-7 years)  
2nd-3rd Grade (8-9 years)

STEM curriculum developed with customized supplemental Montessori works and materials for extended education. All lessons have related literature, some have additional educational toys. All material under copyright.  
Units are typically taught in a sequential order with lessons progressively building upon preceding concepts.

## My Background

I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start. I provided outreach to over 1200 students and professional development to both parents and teachers.

I've developed and implemented a custom science curriculum for a private Montessori school as a Science Immersion teacher. In addition, I've taught middle and high school students in math, helping them reach their goals and move beyond limitations.

I hold a B.S. in Biological Science and have worked and volunteered with two different local chapters of Audubon. I have a passion for environmental conservation, incorporating this underlying theme in all that I do. Trained as a UC Master Gardener, I have an avid interest in ethno-botany, animal physiology and development of educational gardens.

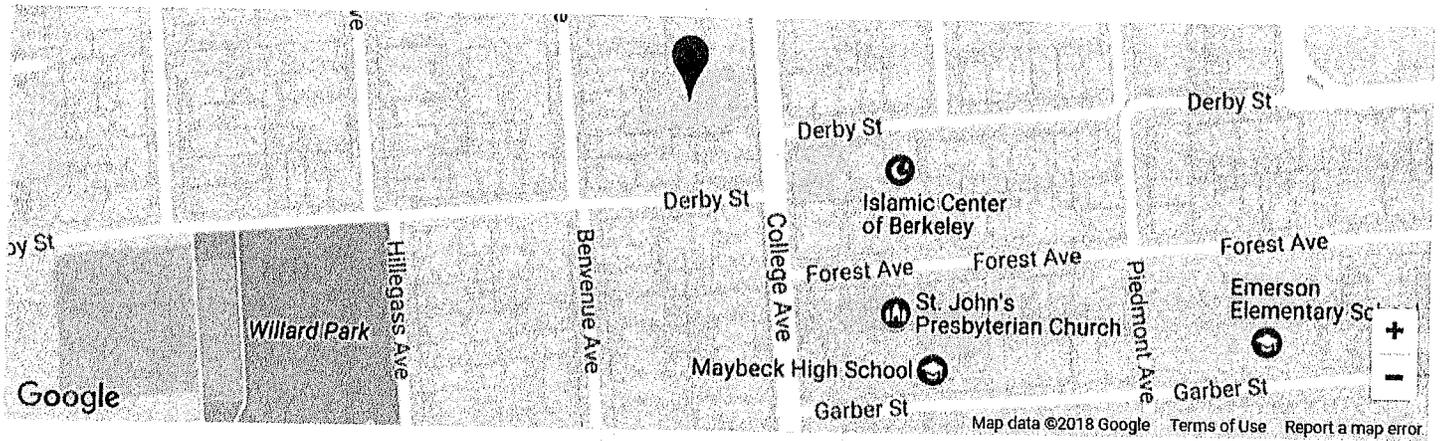
I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst. Incorporating art and science, math and music, builds brain plasticity and shapes key connections for a lifetime of learning.

I've been delighted to see children engaged in learning about complex subjects and easily absorbing vocabulary and material. This will give them an incredible head start in any direction they choose.

## Contact Form

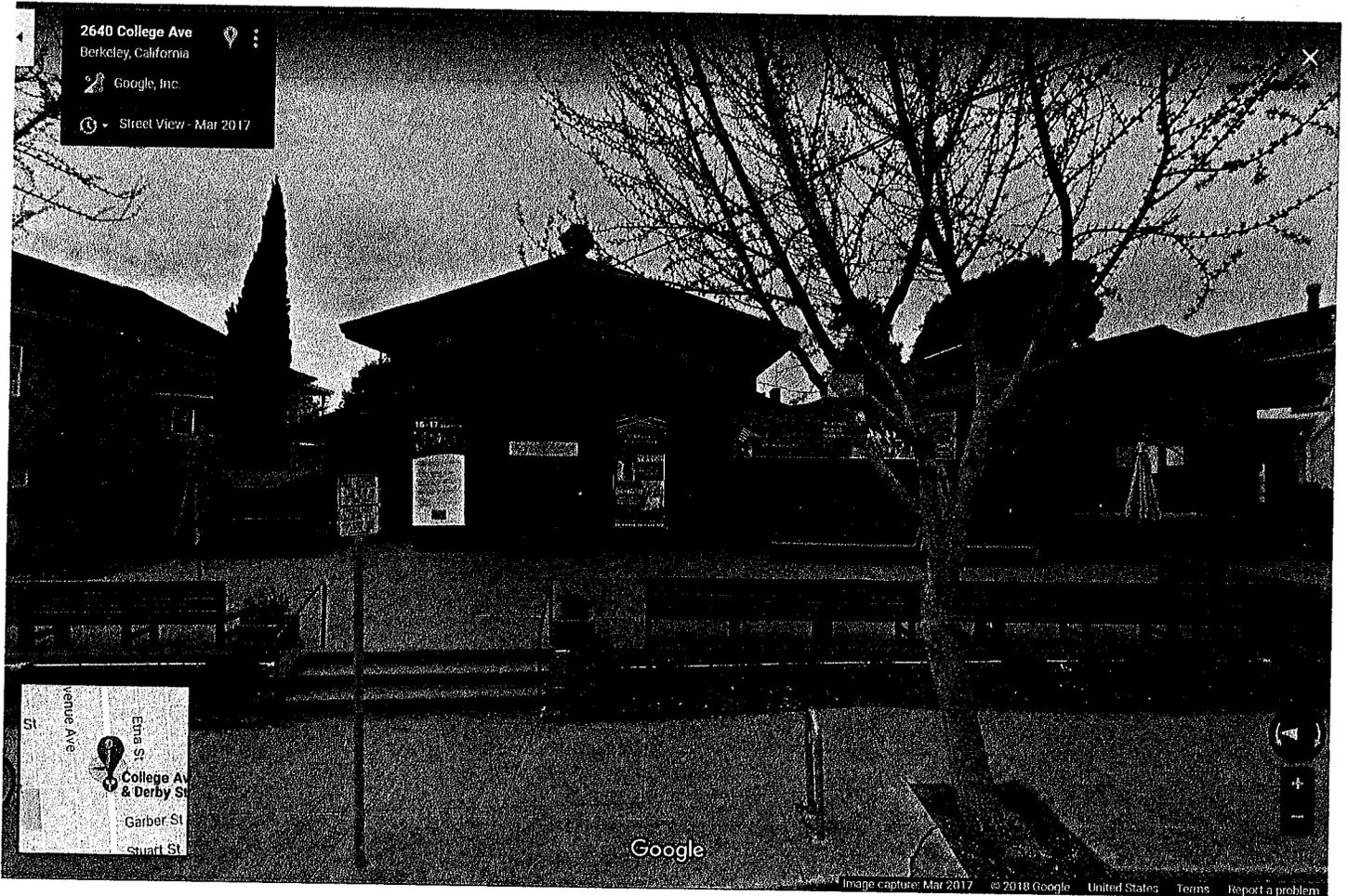
Classes run for 4-5 week sessions. You will receive an email with additional information from [stem2bloom@gmail.com](mailto:stem2bloom@gmail.com)

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953



**Record #4A:**

**Google Street View of 2640 College Ave, Berkeley, CA – the location identified in the above location map for Stem2Bloom. The address is the site of the Berkeley Playhouse.**



NEILSON AND MACRITCHIE  
 INVESTIGATORS  
 SINCE 1953

**Record #5**

**From: <https://www.aimschools.org/>**



# American Indian Model Schools

*A School At Work!*



American Indian  
Model Schools  
*A School At Work!*

171 12th Street, Oakland, CA 94607

Phone: (510) 893-8701 | Fax: (510) 893-0345

Powered by  edlio

## Our Mission

The American Indian Model of Education focuses on the four tenets of Family, Accountability, High Expectations, and Free-Market Capitalism.

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

**RESIDENT HISTORY FOR 633 ALMA AVENUE, #5, OAKLAND, CA 94610:**

A search keyed to 633 Alma Avenue, #5, Oakland, CA 94610 identified three residents currently associated with the address.

- John S. Schonborn with reported dates of 08/1986-12/05/2017**  
**Therese Karlsson with reported dates of 02/13/2007-12/05/2017**  
**Jessica Sund with reported dates of 10/2005-12/05/2017**  
**Irma Lee Fink with reported dates of 12/1996-12/2017**

**Database #1**

Name	Address	Phone
SCHONBORN JOHN S	4x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 04/01/1988 - 12/05/2017 <b>County:</b> ALAMEDA	
KARLSSON THERESE	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 02/13/2007 - 12/05/2017 <b>County:</b> ALAMEDA	Landline: (510)923-9530
MS SUND JESSICA M	5x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 08/28/2008 - 12/05/2017 <b>County:</b> ALAMEDA	Cell: (510)306-5436 Cell: (510)206-5436 Landline: (510)836-0705
STLAWRENCE NICOLE A AKA: LAWRENCE, NICOLE S AKA: SAINT, NICOLE	3x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 12/21/2009 - 04/15/2012 <b>County:</b> ALAMEDA	Landline: (510)839-3537
STEIN KAREN LEIGH AKA: REYNOLDS, KAREN L	7x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 11/13/2000 - 09/15/2011 <b>County:</b> ALAMEDA	
NEAL ANNA L AKA: NEIL, ANNA L AKA: MEAL, ANNA	4x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 07/31/2007 - 04/12/2011 <b>County:</b> ALAMEDA	
FINK IRMA L AKA: DALTON, IRMA LEE AKA: IRMA, L	3x633 ALMA AVE 5 OAKLAND CA 94610-3857	

NEILSON AND MacRITCHIE  
INVESTIGATORS  
SINCE 1953

	<b>Reported:</b> 05/20/1998 - 04/11/2010 <b>County:</b> ALAMEDA	
STNICOLE A	2x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 12/21/2009 - 12/21/2009 <b>County:</b> ALAMEDA	
LAWRENCE NICOLE A <b>AKA:</b> STLAWRENCE, NICOLE A <b>AKA:</b> STLAWRENCE, NICOLE <b>AKA:</b> LAWRENCE, NICOLE S <b>AKA:</b> STNICOLE, A	3x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 12/21/2009 - 12/21/2009 <b>County:</b> ALAMEDA	Landline: (510)839-3537 Landline: (831)657-9126
NEAL ANNA L <b>AKA:</b> NEAL, A	5x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 11/01/2007 - 11/01/2007 <b>County:</b> ALAMEDA	
PERCIFIELD JEFF D	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 01/01/2001 - 10/01/2007 <b>County:</b> ALAMEDA	
KARLSSON TERES	1x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 02/15/2007 - 02/15/2007 <b>County:</b> ALAMEDA	
MILLER DEVA M	1x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 02/01/2007 - 02/01/2007 <b>County:</b> ALAMEDA	
BRUNSELL JENNIFER L <b>AKA:</b> FINK, JENNIFER <b>AKA:</b> FINK, JENNIFER L	3x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 05/20/1998 - 08/14/2005 <b>County:</b> ALAMEDA	
FINK JENNIFER LEE <b>AKA:</b> FINK, J	7x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 05/20/1998 - 08/14/2005 <b>County:</b> ALAMEDA	Landline: (510)835-8651
FREUND PETER J	8x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 11/13/2000 - 11/15/2000 <b>County:</b> ALAMEDA	

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REYNOLDS KAREN L	6x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> ALAMEDA	
FINK TERRY G	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 03/31/1998 - 05/12/1998 <b>County:</b> ALAMEDA	
GORDON TERRY AKA: FINK, TERRY AKA: FINK, PERRY G AKA: FINK, TERRY G	1x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 05/12/1998 - 05/12/1998 <b>County:</b> ALAMEDA	
MCCAMPBELL THOMAS D	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 12/31/1990 - 12/31/1996 <b>County:</b> ALAMEDA	
VONEHRENKROOK SUSAN E	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 08/01/1991 - 12/01/1993 <b>County:</b> ALAMEDA	
WOUDSTRA PAMELA K	9x633 N ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported:</b> 05/01/1981 - 07/31/1993 <b>County:</b> ALAMEDA	
KINDBLAD KAREN JEAN	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 08/01/1992 - 08/01/1992 <b>County:</b> ALAMEDA	
SAVAGE JEAN G	1x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 08/01/1992 - 08/01/1992 <b>County:</b> ALAMEDA	
VAN EHRENKROOK CAMERON	2x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>Reported:</b> 08/01/1991 - 08/01/1991 <b>County:</b> ALAMEDA	
VONEHRENKROO SUSAN E	1x633 ALMA AVE 5 OAKLAND CA 94610-3857	

NEILSON AND MACRITCHIE  
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	<b>Reported: 08/01/1991 - 08/01/1991</b> <b>County: ALAMEDA</b>	
SCHONBORN STEVEN J AKA: SCHONBORN, JOHN S	6x633 ALMA AV 5 OAKLAND CA 94610-3857 <b>Reported: 04/01/1988 - 02/28/1990</b> <b>County: ALAMEDA</b>	
STEIN KATHERYN L	1x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>County: ALAMEDA</b>	
MCCAMPBELL TOM D	1x633 ALMA AVE 5 OAKLAND CA 94610-3857 <b>County: ALAMEDA</b>	

**Database #2**

**Subject 1 of 20:**

**IRMA LEE FINK, 65 Years Old (California)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (12/1996 to 12/2017)**

**Subject 2 of 20:**

**A STNICOLE, 40 Years Old (California, Pennsylvania)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (12/21/2009 to 01/08/2010)**

**Subject 3 of 20:**

**ANNA L NEAL, 38 Years Old (Illinois, California)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (07/28/2007 to 06/2008)**

**Subject 4 of 20:**

**DEVA MADHU MILLER (California)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2006 to 05/2007)**

**Subject 5 of 20:**

**JENNIFER LEE BRUNSELL, 45 Years Old (Texas, California)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (05/01/1998 to 12/2006)**

**Subject 6 of 20:**

**PETER JULES FREUND, 63 Years Old (California, New York)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (09/1988 to 01/23/2003)**

**Subject 7 of 20:**

**KAREN LEIGH STEIN, 51 Years Old (California)**

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633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (11/1985 to 01/23/2003)

Subject 8 of 20:

PAMELA KAY WOULDSTRA, 59 Years Old (Alameda County, CA, San Joaquin County, CA)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (05/1981 to 01/23/2003)

Subject 9 of 20:

TERRY GORDON FINK, 66 Years Old (California)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (11/01/1997 to 05/12/1998)

Subject 10 of 20:

KAREN M STEIN, 54 Years Old (New York, Florida, California, Michigan, Wisconsin, Arizona)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (04/17/1997)

Subject 11 of 20:

SUSAN ELAINE VONEHRENKROOK, 56 Years Old (Alameda County, CA, Contra Costa County, CA)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (09/1991 to 12/1991)

Subject 12 of 20:

CHRISTINA J VELLA, 61 Years Old (California, New York, Georgia)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (03/1991)

Subject 13 of 20:

RUTH ANNE SODERBACK, 50 Years Old (Alameda County, CA)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (04/1990 to 12/1990)

Subject 14 of 20:

THOMAS D MCCAMPBELL, 52 Years Old (Illinois, California)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (08/1990 to 12/1990)

Subject 15 of 20:

WILLIAM EDWARD PETTAWAY, 60 Years Old (Nevada, California, Michigan)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (02/1985 to 11/1990)

Subject 16 of 20:

JESSICA MAGGIE SUND, 42 Years Old (California, Arizona)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)

Subject 17 of 20:

THERESE KARLSSON (Oakland, CA)  
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (02/2007 to 06/2007)

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Subject 18 of 20:

**STEVEN JOHN SCHONBORN, 70 Years Old (California)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (08/1986 to 01/23/2003)**

Subject 19 of 20:

**KAREN JEAN KINDBLAD, 58 Years Old (Oakland, CA)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (08/01/1992)**

Subject 20 of 20:

**FREDIERICK K HOWELL (Oakland, CA)**  
**633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (04/1983)**

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**RESIDENT HISTORY FOR 3024 CALIFORNIA STREET, OAKLAND, CA 94602:**

A search keyed to 3024 California Street, Oakland, CA identified three residents currently associated with the address:

**Cory T. Hamrick with reported dates of 05/04/1999-12/05/2017**

**Erica Winn with reported dates of 11/05/2012-11/28/2017**

**Jessica M. Sund with reported dates of 07/01/2017-07/01/2017**

**Database #1**

Name	Address	Phone
MR HAMRICK CORY T AKA: HAMRUCK, CORY T AKA: HANRICK, CORY	10x3024 CALIFORNIA OAKLAND CA 94602-3908 Reported: 05/04/1999 - 12/05/2017 County: ALAMEDA	Landline: (510)531-6456 Cell: (510)697-7183
HAMRICK CORY T	1x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 11/28/2017 - 11/28/2017 County: ALAMEDA	Landline: (510)531-6456 Cell: (510)697-7183
WINN ERICA E	3x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 11/05/2012 - 11/28/2017 County: ALAMEDA	Cell: (305)510-9692
SUND JESSICA M	1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 07/01/2017 - 07/01/2017 County: ALAMEDA	
PALLE LESLIE LISA AKA: HIPOLITO, LESLIE	12x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 10/2005 - 08/2012 County: ALAMEDA	
TRUEMAN TIFFANY J AKA: TRUMAN, TIFFANY J AKA: TRVEMAN, TIFFANY JOY	2x3024 CALIFORNIA ST AT OAKLAND CA 94602-3908 Reported: 11/30/2009 - 11/30/2009 County: ALAMEDA	
COX MILLETT JANIS AKA: COX, JANIS R	1x3024 CALIFORNIA ST OAKLAND CA 94602-3908	

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AKA: MILLETT, JANIS AKA: MILLETT, JANIS C	Reported: 11/18/1998 - 12/15/2004 County: ALAMEDA	
MAY LORRAINE C	2x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 03/09/2003 - 04/30/2003 County: ALAMEDA	
MAY LORRAINE C	1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 03/09/2003 - 04/29/2003 County: ALAMEDA	
DEL ROSSO VALENTINE M	1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA	
DELROSSO VALENTINE M AKA: DELROSSO, V	5x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA	Landline: (209)538-4494
LIPSKY RACHEL S	10x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 10/01/2000 - 11/08/2000 County: ALAMEDA	
LIPSKY RACHEL S	1x3024 CALIFORNIA ST OAKLAND CA 94602 Reported: 11/08/2000 - 11/08/2000 County: ALAMEDA	
SCHERRER MARGARET LOUISE AKA: SCHERRER, MARGARET P AKA: HALL, MARGARET L	5x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 03/31/1989 - 05/2000 County: ALAMEDA	Landline: (510)528-2407
MURRAY ANDREA MARGRET AKA: ANDREA, MURRAY AKA: MURRAY, AUDREA	3x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 07/01/1994 - 03/02/1999 County: ALAMEDA	
MURRAY ANDREA M	6x3024 CALIFORNIA ST OAKLAND CA 94602-3908 Reported: 05/01/1997 - 04/1998 County: ALAMEDA	Landline: (510)482-8611

NEILSON AND MACRITCHIE  
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COX JANIS R	3x3024 CALIFORNIA ST OAKLAND CA 94602-3908 <b>Reported:</b> 02/02/1991 - 06/1997 <b>County:</b> ALAMEDA	
HALL MARGARET L	2x3024 CALIFORNIA ST OAKLAND CA 94602-3908 <b>Reported:</b> 03/31/1989 - 04/01/1996 <b>County:</b> ALAMEDA	
SCHERRER MARGARET L AKA: HALL, MARGARET AKA: SCHERRER, MARGARET LOUISE	4x3024 CALIFORNIA ST OAKLAND CA 94602-3908 <b>Reported:</b> 12/1993 - 04/01/1996 <b>County:</b> ALAMEDA	
MILLETT JANICE C	1x3024 CALIFORNIA ST OAKLAND CA 94602-3908 <b>Reported:</b> 02/02/1991 - 02/02/1991 <b>County:</b> ALAMEDA	

(Date)

Re: (Name - Address)

**DATA SEARCHES RE: CORY T. HAMRICK**  
**DOB: 101/XX/1967**  
**SSN: 397-XX-1724 ISSUED IN WISCONSI BETWEEN 1983 AND 1987.**

**CONCLUSIONS:**

A preponderance of the evidence supports a conclusion that Jessica Sund's partner, and the father of her child, Mr. Cory T. Hamrick's current principle place of residence 3024 California Street, Oakland, CA 94602. Specific evidence supporting this conclusion includes:

- 1) Address History Databases identify 3024 California Street, Oakland, CA 94602 as Mr. Hamrick's sole current address, with reporting dates 4/1999 - 3/27/2018.
- 2) Cory Hamrick is the current property owner of 3024 California Street, Oakland, CA. A Homestead Exemption is on file and the Tax Assessor's mailing address of record is the same as the property address - 3024 California St., Oakland, CA 94602.
- 3) Mr. Hamrick is currently registered to vote at 3024 California St., Oakland, CA 94602, registration date - 6/7/2016.

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NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

**SUBJECT INFO:**

**Name: Cory T. Hamrick**

**DOB: 01/07/1967**

**SSN: 397-90-1724 issued in Wisconsin between 1983 and 1984.**

**ADDRESS HISTORY**

**A 3/27/2018 review of an Address History database for Ms. Hamrick identified one current address: 3024 California St., Oakland, CA 94601, reporting dates 4/1999 – 3/27/2018.**

- 3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (04/1999 to 03/27/2018)
- 4249 ATLAS AVE, OAKLAND, CA 94619-1631 (ALAMEDA COUNTY) (12/1995 to 11/01/2006)
- 6646 MACARTHUR BLVD, OAKLAND, CA 94605-2172 (ALAMEDA COUNTY) (06/01/2006 to 06/01/2006)
- PO BOX 161, OAKLAND, CA 94604-0161 (ALAMEDA COUNTY) (01/01/1993 to 01/23/2003)
- 4850 W MARQUETTE AVE, FRANKLIN, WI 53132-9400 (MILWAUKEE COUNTY) (01/1989 to 01/23/2003)
- 7210 EUSTON ST APT 3, GREENDALE, WI 53129-1762 (MILWAUKEE COUNTY) (10/1994 to 03/1997)
- 6114 LA SALLE AVE, OAKLAND, CA 94611-2802 (ALAMEDA COUNTY) (09/1995 to 09/1995)
- 3002 N BARTLETT AVE, MILWAUKEE, WI 53211-3214 (MILWAUKEE COUNTY) (05/1995 to 06/1995)
- 3038 S 84TH ST, MILWAUKEE, WI 53227-3704 (MILWAUKEE COUNTY) (05/1991 to 06/1994)

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CONFIDENTIAL ATTORNEY WORK PRODUCT

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**REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Mr. Hamrick – 3024 California St., Oakland, CA 94602 (Records # ). The database property record and tax assessment records show Mr. Hamrick to currently have a Homestead Exemption on file and to have had the exemption in place since at least 2009. Those records also show the Tax Assessor's mailing address of record is 3024 California St., Oakland, CA 94602 (Records #1 and #2). On March 27, 2018, a telephone contact of the Alameda County Assessor's office confirmed Cory Hamrick as the current property owner of 3024 California Street, Oakland, CA.

**Record #1:**

**Purchase Date: 04/09/1999**

**3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**

**Homestead**

**APN: 028-0972-018**

**APN Sequence Number: 001**

**Date Subject First Seen as Owner: 04/09/1999**

**Date Subject Last Seen as Owner: 2017**

**Subdivision Name: KEY ROUTE ACRES**

**Building Square Feet: 972**

**Living Square Feet: 972**

**Land Square Feet: 3,800**

**Year Built: 1925**

**Latest Tax Roll/Assessment Information**

**Tax Year: 2016**

**Tax Amount: \$4,033.88**

**Assessed Year: 2017**

**Assessed Value: \$237,731**

**Sale Date: 01/28/2013**

**Sale Amount: \$176,000**

**Document Number: 153411**

**Total Value: \$237,731**

**Land Value: \$71,319**

**Improvement Value: \$166,412**

**Bedrooms: 2**

**Baths: 1**

**Most Current Ownership Information - 04/09/1999**

**Owner: CORY T HAMRICK**

**Mailing Address: 3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**

**Seller: JANIS R COX**

**3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**

**Owner Relationship Type: Unmarried Man**

**Sale Date: 04/09/1999**

**Sale Code: Full Value**

**Sale Amount: \$176,000**

**Mortgage**

**Lender: CASHCALL INC Mortgage Amount: \$222,000**

**Mortgage Loan Type: Conventional**

**Mortgage Deed Type: Deed of Trust**

**Mortgage Term: 20 Years**

**Mortgage Date: 01/28/2013**

**Mortgage Due Date: 02/01/2033**

**Mtg Sec Cat: CNV, Fixed, Refinance, Conforming**

**Refi Flag: Loan to Value is More Than 50%**

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

Absentee Indicator: **Situs Address Taken From Sales Transaction - Determined Owner Occupied**  
Deed Sec Cat: **Residential (Modeled)**  
Universal Land Use: **Single Family Residence**  
Property Indicator: **Single Family Residence/Townhouse**  
Resale New Construction: **Resale**  
Residential Model Indicator: **Based On Zip Code and Value Property is Residential**

**Mortgage**

Lender: **WELLS FARGO BK NAM** Mortgage  
Amount: **\$230,000**  
Mortgage Loan Type: **Conventional**  
Mortgage Deed Type: **Deed of Trust**  
Mortgage Term: **30 Years**  
Mortgage Date: **07/08/2010**  
Mortgage Due Date: **08/01/2040**  
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**  
Refi Flag: **Loan to Value is More Than 50%**

**Mortgage**

Lender: **CHASE MANHATTAN MTG** Mortgage  
Amount: **\$210,000**  
Mortgage Loan Type: **Conventional**  
Mortgage Deed Type: **Deed of Trust**  
Mortgage Term: **30 Years**  
Mortgage Date: **12/03/2003**  
Mortgage Due Date: **01/01/2034**  
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**  
Mortgage Interest Rate Type: **Fixed**  
Refi Flag: **Loan to Value is More Than 50%**

**Mortgage**

Lender: **CHASE MANHATTAN MTG** Mortgage  
Amount: **\$190,600**  
Mortgage Loan Type: **Conventional**  
Mortgage Deed Type: **Deed of Trust**  
Mortgage Term: **30 Years**  
Mortgage Date: **11/21/2002**  
Mortgage Due Date: **12/01/2032**  
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**  
Mortgage Interest Rate Type: **Fixed**  
Refi Flag: **Loan to Value is More Than 50%**

**Mortgage**

Lender: **CMG MTG INC** Mortgage Amount: **\$193,000**

Mortgage Loan Type: **Conventional**  
Mortgage Deed Type: **Deed of Trust**  
Mortgage Term: **30 Years**  
Mortgage Date: **03/20/2001**  
Mortgage Due Date: **04/01/2031**  
Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**  
Refi Flag: **Loan to Value is More Than 50%**

**Mortgage**  
Lender: **BANK OF AMERICA** Mortgage  
Amount: **\$167,200**  
Mortgage Loan Type: **Conventional**  
Mortgage Deed Type: **Deed of Trust**  
Mortgage Term: **30 Years**  
Mortgage Date: **04/15/1999**  
Mortgage Due Date: **05/01/2029**  
Mtg Sec Cat: **CNV, Fixed, Conforming**  
Mortgage Interest Rate Type: **Fixed**

**Previous Ownership Information - 04/10/1999**

Owner: **JANIS MILLETT**  
Mailing Address: **723 ARBOLADO RD, SANTA BARBARA, CA 93103-2031 (SANTA BARBARA COUNTY)**  
Seller: **KENNETH MILLETT**  
**3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**  
Owner Relationship Type: **Married Woman**  
Sale Date: **04/10/1999**  
Absentee Indicator: **Situs Address Taken From Sales Transaction - Determined Absentee Owner**  
Deed Sec Cat: **Interfamily Transfer, Resale, Cash Purchase, Residential (Modeled)**  
Property Indicator: **Single Family Residence/Townhouse**  
Inter Family: **Yes**  
Resale New Construction: **Resale**

**Mortgage**  
**No Mortgage**

**Residential Model Indicator: Based On Zip Code and Value Property is Residential**

**Previous Ownership Information - 04/09/1999**

Owner: **CORY T HAMRICK**  
Mailing Address: **3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**  
Seller: **JANIS R COX**  
**3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**  
Owner Relationship Type: **Unmarried Man**  
Sale Date: **04/09/1999**  
Sale Code: **Full Value**  
Sale Amount: **\$176,000**  
Absentee Indicator: **Owner Occupied**  
Universal Land Use: **Single Family Residence**  
Property Indicator: **Single Family Residence**  
Residential Model Indicator: **Property is Residential**

**Mortgage Information not available**

**Record #2:**

**Property Tax Assessment Records:**

**3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**  
**Address: 3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)**  
**APN: 028-0972-018**  
**APN Sequence Number: 001**

**Property Indicator: Single Family Residence**  
**Municipality Name: OAKLAND INCORP**  
**Municipality Code: 17**  
**Subdivision Name: KEY ROUTE ACRES**

**Assessment (2012 - 2016)**

**Owner:**  
**CORY T HAMRICK [ View Person Record ]**

**NEILSON AND MACRITCHIE**  
**INVESTIGATORS**  
**SINCE 1953**

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)

Seller:  
JANIS R COX [ View Person Record ]

Total Value Calculated: \$237,731  
Land Value Calculated: \$71,319  
Improvement Value Calculated: \$166,412  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$237,731  
Assessed Land Value: \$71,319  
Assessed Improvement Value: \$166,412  
Tax Amount: \$4,033.88  
Assessed Year: 2017  
Tax Year: 2016  
Tax Code Area: 17001  
Homestead Exempt: Y

Total Value Calculated: \$233,071  
Land Value Calculated: \$69,921  
Improvement Value Calculated: \$163,150  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$233,071  
Assessed Land Value: \$69,921  
Assessed Improvement Value: \$163,150  
Tax Amount: \$4,008.92  
Assessed Year: 2016  
Tax Year: 2015  
Tax Code Area: 17001  
Homestead Exempt: Y

Total Value Calculated: \$229,570  
Land Value Calculated: \$68,871  
Improvement Value Calculated: \$160,699  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$229,570  
Assessed Land Value: \$68,871  
Assessed Improvement Value: \$160,699  
Tax Amount: \$3,980.64  
Assessed Year: 2015  
Tax Year: 2014  
Tax Code Area: 17001  
Homestead Exempt: Y

Total Value Calculated: \$225,073  
Land Value Calculated: \$67,522  
Improvement Value Calculated: \$157,551  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$225,073  
Assessed Land Value: \$67,522  
Assessed Improvement Value: \$157,551  
Tax Amount: \$3,950.02  
Assessed Year: 2014  
Tax Year: 2013  
Tax Code Area: 17001  
Homestead Exempt: Y

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

CONFIDENTIAL ATTORNEY WORK PRODUCT

Total Value Calculated: \$224,057  
Land Value Calculated: \$67,217  
Improvement Value Calculated: \$156,840  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$224,057  
Assessed Land Value: \$67,217  
Assessed Improvement Value: \$156,840  
Tax Amount: \$3,800.08  
Assessed Year: 2013  
Tax Year: 2012  
Tax Code Area: 17001  
Homestead Exempt: Y

Acres: 0.0872  
Land Square Footage: 3800  
Building Square Feet: 972  
Living Square Feet: 972  
Year Built: 1925  
Effective Year Built: 1925  
Bedrooms: 2  
Total Rooms: 5  
Full Baths: 1  
Construction Type: Wood  
Garage: Type Unknown  
Parking Type: Type Unknown  
Quality: Average  
Stories: 1.00  
Stories Number: 1  
Style: Rectangular Design  
Units Number: 1

Assessment (2008 - 2011)

Owner:  
**CORY T HAMRICK** [ View Person Record ]  
3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY)  
Seller:  
**JANIS R COX** [ View Person Record ]

Total Value Calculated: \$219,664  
Land Value Calculated: \$65,899  
Improvement Value Calculated: \$153,765  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$219,664  
Assessed Land Value: \$65,899  
Assessed Improvement Value: \$153,765  
Tax Amount: \$3,784.02  
Assessed Year: 2012  
Tax Year: 2011  
Tax Code Area: 17001  
Homestead Exempt: Y

Total Value Calculated: \$215,358  
Land Value Calculated: \$64,607  
Improvement Value Calculated: \$150,751  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$215,358  
Assessed Land Value: \$64,607

Assessed Improvement Value: \$150,751  
Tax Amount: \$3,566.02  
Assessed Year: 2011  
Tax Year: 2010  
Tax Code Area: 17001  
Homestead Exempt: Y

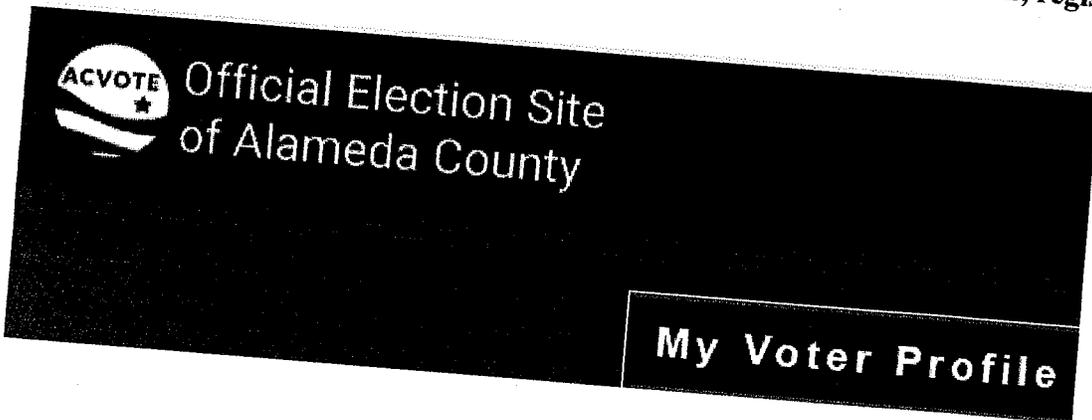
Total Value Calculated: \$213,750  
Land Value Calculated: \$64,125  
Improvement Value Calculated: \$149,625  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$213,750  
Assessed Land Value: \$64,125  
Assessed Improvement Value: \$149,625  
Tax Amount: \$3,664.00  
Assessed Year: 2010  
Tax Year: 2009  
Tax Code Area: 17001  
Homestead Exempt: Y

Total Value Calculated: \$214,258  
Land Value Calculated: \$64,277  
Improvement Value Calculated: \$149,981  
Total Value Calculated Flag: Assessed Value  
Land Value Calculated Flag: Assessed Value  
Improvement Value Calculated Flag: Assessed Value  
Assessed Total Value: \$214,258  
Assessed Land Value: \$64,277  
Assessed Improvement Value: \$149,981  
Tax Amount: \$3,399.68  
Assessed Year: 2009  
Tax Year: 2008  
Tax Code Area: 17001  
Homestead Exempt: Y

Acres: 0.0872  
Land Square Footage: 3800  
Building Square Feet: 972  
Living Square Feet: 972  
Year Built: 1925  
Effective Year Built: 1925  
Bedrooms: 2  
Total Rooms: 5  
Full Baths: 1  
Construction Type: Wood  
Garage: Type Unknown  
Parking Type: Type Unknown  
Quality: Average  
Stories: 1.00  
Stories Number: 1  
Style: Rectangular Design  
Units Number: 1

**VOTER REGISTRATION:**

On October 5/20/1018, an online search of Alameda County Voter Registration records keyed to Mr. Hamrick's Date of Birth and the last four digits of his social security records identified a current registration for Mr. Hamrick at 3024 California St., Oakland, CA 94602, registration date – 6/7/2016.



**VOTER INFORMATION**

Address: 3024 CALIFORNIA  
ST  
OAKLAND, CA  
94602

Birth Date: January 07 1967

Registration Date: June 07 2016

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

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Vote by mail: You are registered as a permanent vote by mail voter.

Party: Democratic

You will need to re-register to vote when you: change your residential address, change your name, change your political party choice. If you want to change your Voter Information, you can re-register using our Online Voter Registration form. [Click here to go to Voter Registration form](#) Opens in new window

VOTER PREFERENCES

Preferred language: English  
[Click here to change your preferred language](#) Opens in same window

Mail Voter Information Guide: You have chosen to receive your Voter Information Guide by mail. [Change](#) Opens in same window

NEILSON AND MACRITCHIE  
INVESTIGATORS  
SINCE 1953

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**VERIFICATION OF Onsite MANAGER**

I, Ursula Dawkins-Morales, declare as follows:

1. I am an individual over the age of 18 years and the property manager of the building located at 633 Alma street, Oakland, California. Unless otherwise stated, I make this declaration based upon facts personally known to me and if called as a witness, I would testify competently thereto.

2. I have been the property manager of this property since the first week of October 2017.

3. I am the onsite resident manager and I reside in apartment 11 at 633 Alma.

4. At 633 Alma, I collect the rents, clean the building, vacuum the halls, manage the trash, handle maintenance requests as they come in and handle the day to day operations.

5. I have never met or seen Jessica Sund, the alleged occupant of unit #5 and I am at the building everyday because I do live here.

6. Jessica Sund does not reside/live, sleep, do laundry here because if she did, I would have met her at-least once in passing and this has never happened. I have met all the other residents in the building in passing and know them by name.

7. Jessicas neighbors have also told me that Jessica doesn't live here because they know her well and have not seen her in almost a year now.

8. I have been asked if I have heard or seen a baby in unit 5 and I know for a fact that a baby doesn't not live in unit 5. My unit , # 11 is directly above unit #5 . I have never once heard a baby cry below me and would know if a baby was living below me as I do sleep here every night.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 18, 2018 in Oakland, California.



Ursula Dawkins-Morales

**DECLARATION OF ONSITE MANAGER**

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY**  
**-RENT INCREASE NOTICE-**

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5  
City of Oakland, County of Alameda, State of California 94610  
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

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may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

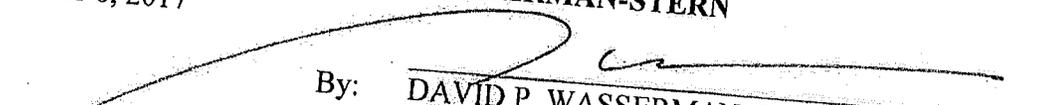
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program..

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: September 6, 2017

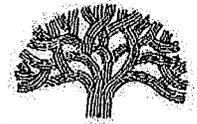
**WASSERMAN-STERN**



By: **DAVID P. WASSERMAN, Esq.,**  
*Attorneys and Duly Authorized Agents for the*  
**Landlord/Owner, Vernon Street Apartments, LP**

**Wasserman-Stern Law Offices**  
2960 Van Ness Avenue  
San Francisco, CA 94109  
Tel. No.: (415) 567-9600  
Fax. No.: (415) 567-9696  
Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

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

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

PREMISES ADDRESS 633 Alma St. APARTMENT 5, OAKLAND, CA 946 10 DATE: 7/08/08

Security Deposit: \$ 895.00  
Rent Collected: \$ 895.00  
For Period: 7/10/08 to 8/10/08  
Other: \$ 25.00 Credit report  
Total Collected: \$ 1815.00

### RESIDENTIAL TENANCY AGREEMENT

**1. INTRODUCTION:** 633 Alma St. Investors ("Owner") leases to Jessica Maggie Sund ("Tenant"), and Tenant hires that certain apartment located at 633 Alma St. #5 Oakland, California, 946 10, (the "Premises"). No other portion of the building wherein the Premises is located is included unless expressly provided for in this Residential Tenancy Agreement ("this Agreement"). This Agreement may be used for both rent controlled and non-rent controlled premises. If the premises being rented not subject to the Oakland Residential Rent Arbitration Program, no reference in this Agreement to the Residential Rent Arbitration Program shall be deemed to represent to Tenant that the Premises is subject thereto, nor shall such reference make the Residential Rent Arbitration Program in any way applicable to the tenancy created by this Agreement.

**2. TERM:** The term of this Agreement shall begin on 7/10/08 <sup>10 RS</sup> and end on 1-10-09 <sup>RS</sup> and shall continue on and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

**3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. If Owner is unable to deliver possession of the Premises within thirty (30) days of the commencement date of this Agreement for any reason, including, but not limited to, the Owner being unable to deliver the Premises vacant, then either Owner or Tenant may terminate this Agreement and all consideration paid to the Owner shall be returned to the Tenant.

**4. RENT:** The initial monthly base rent for the Premises shall be Eight hundred ninety five dollars 00/100 (\$ 895.00 ). All rent is due and payable in advance on the first day of each and every month (the "Due Date") without offsets, deductions or credits. The first month's rent of Eight hundred ninety five dollars 00/100 (\$ 895.00 ) for the period 7/10/08 through 8/10/08 is due and payable on the first. All rent shall be paid to Owner or such other person, as Owner shall designate in writing. Tenant agrees always to pay rent by personal check, cashier's check or money order and not use cash. Rent shall be paid to Owner at the following address: J&R Associates, 364-41<sup>ST</sup> Oakland, CA 94609; telephone number: (510) 547-8916 or at such other place designated by Owner. Any other sums which may become due from Tenant from time to time pursuant to the terms of this Agreement shall also be considered "rent." and will be due on the Due Date. Tenant bears the risk of loss or delay of any payment made by mail. Owner must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th

(9/13/2002)

Tenant Initials: J M S  
**000092**  
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of the monthly rent per day. Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

**5. Security Deposit:**

- a. Before the commencement of the term, Tenant shall pay a security deposit of Eight hundred ninety five dollars (\$ 895.00 ) (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Owner and Tenant is created because of the Security Deposit and Owner may commingle the Security Deposit with other funds of Owner. Owner may retain such amounts of the Security Deposit as allowed by law including, but not limited to, Tenant's obligation to restore the Premises to the condition in which they were delivered to the Tenant, and to restore, replace or return personal property. Owner shall, within the time period allotted by law, refund any balance after such deductions to Tenant after Tenant has vacated the Premises. Tenant shall not be deemed to have vacated the Premises for purposes of this paragraph until (i) Tenant returns to Owner ALL keys to the Premises, and (ii) Tenant has surrendered the Premises to Owner free and empty of all persons claiming any right to possess the Premises and free and empty of all personal property. Any balance of the Security Deposit and an accounting of any deductions therefore will be mailed to Tenant at the Premises unless Tenant provides, in writing to Owner, a mailing address to which the balance, if any, of the Security Deposit and the accounting should be sent. Owner's check or other draft refunding any balance of the Security Deposit may be made in the name of all original tenants regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Tenant may NOT apply the Security Deposit, or any portion thereof, to the last month's rent. If Owner applies any portion of the Security Deposit to any obligations of Tenant at any time during the tenancy Tenant must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. Tenant agrees and understands that in the event said damages exceed the Security Deposit, Tenant shall be responsible for the total amount of the damages over and above the Security Deposit.
- b. So long as any law so requires, commencing with the date Owner received the Security Deposit, Owner shall pay to Tenant simple interest as directed by such law on the amount held as Security Deposit provided this tenancy does not terminate before the Security Deposit has been held for one year. Owner may deduct the amount of the annual Rent Board Rental Fee from the amount of interest due to Tenant. Said payment of interest shall be made once a year commencing with the date the Security Deposit has been held for a year. Upon Tenant's surrender of the Premises, if the Security Deposit is insufficient to remedy Tenant's default in rent, to repair damages caused by Tenant and to clean the Premises, Owner may use from the accrued unpaid interest such amounts as are necessary for those purposes. Accrued unpaid interest or balance thereof, if any, shall be mailed to Tenant at last known address in the same manner as any refund of the Security Deposit.
- c. Owner may increase the security deposit up to the maximum allowed by law at any time with notice. The parties agree that the Security Deposit is not rent and therefore not subject to the Rent Ordinance.
- d. It is understood that the Premises have been professionally cleaned prior to the commencement of the term. Upon termination of tenancy unit will be professionally cleaned and charges will be deducted from the Security Deposit.

**6. LATE PAYMENTS:** Tenant and Owner agree that Owner will sustain costs and damage as a result of any late payment of rent, but Owner and Tenant acknowledge that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Tenant agrees to pay, as additional rent, a late charge equal to Fifty Dollars (\$50.00) for any payment of rent not received within five (5) calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Owner will incur by reason of late payment by Tenant. The provision for payment of a late charge does not constitute a grace period and Owner may serve a 3-day Notice to Pay Rent or Quit for the amount of any unpaid late charge on the day after the Due Date.

**7. RETURNED CHECKS:** In the event that Tenant makes any payment required hereunder with a check which is not honored by the bank on which it is drawn for any reason, Tenant agrees to pay to Owner as additional rent, the additional sum of Fifty Dollars (\$50.00) as a reimbursement of the expenses incurred by Owner. This charge is in addition to the late charge described in Section 6 herein. A dishonored check shall constitute late payment of rent and shall be subject to late charges as outlined above. Such charges shall be immediately due and payable upon notice to Tenant. Failure to immediately pay the charges shall constitute a default under the terms of this Agreement. Owner reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such returned check or any other monetary default by Tenant and rent tendered in any other form may be refused by Owner. Nothing in this paragraph shall limit other remedies available to Owner as a payee of a dishonored check.

**8. FAILURE TO PAY:** Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations under the terms of this Agreement.

**9. INDIVIDUAL LIABILITY:** Each person who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally responsible for the full performance of each and every obligation of this agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by a Tenant or invitee of Tenant.

**10. INSPECTION OF PREMISES:** Tenant has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and has found the same to be satisfactory and in good working order. All plumbing, heating and electrical systems are operative and deemed satisfactory by Tenant if Owner is not notified in writing to the contrary within 48 hours of occupancy of the Premises.

**11. USE/OCCUPANCY:**

a. The Premises are leased for use as a permanent, principal, and full-time residence, utilizing designated portions of the premises for living, sleeping, cooking and dining purposes, and for no other purpose by the following named person(s) and no others:

1. Name: Jessica Maggie Sund

2. Name: \_\_\_\_\_

3. Name: \_\_\_\_\_

4. Name: \_\_\_\_\_

b. This Agreement is between Owner and each named Tenant who is signatory to this Agreement, individually and severally. The named signatory Tenants are jointly and severally responsible for the performance of their obligations under this Agreement, including the payment of rent until such time as the tenancy in its entirety is terminated and the premises relinquished to Owner, regardless of whether the named Tenant occupies the Premises.

c. No retail or commercial or professional use of the Premises shall be made unless such use conforms to applicable zoning laws and the prior written consent of Owner is first obtained. As a condition for granting such permission, Owner may require that Tenant obtain liability insurance for the benefit of Owner.

d. Tenant may have guests on the Premises for not over fifteen consecutive days or thirty days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than fifteen consecutive days or more than thirty days in any calendar year shall NOT be considered original tenants of the unit. Tenant must obtain the prior written approval of Owner if an invitee of Tenant will be present at the Premises for more than fifteen consecutive days or thirty days in a calendar year. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

**12. PETS:** NO pets, dogs, cats, birds or other animals are allowed on or about the Premises, even temporarily or with a visiting guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Any such consent is conditioned upon Tenant completing and signing Owner's Pet Agreement which shall become part of this Agreement. Strays shall not be kept or fed in or around the building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the building. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Owner's permission), Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of the Owner.

**13. WATERBEDS:** Waterbeds and/or liquid filled furniture are PROHIBITED in accordance with Civil Code Section 1940.5. If the Premises are located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973, then such furniture may be permitted only upon written consent of Owner, upon the completion of a Waterbed Agreement which shall become part of this Agreement, and subject to continued compliance by Tenant of all provisions therein.

**14. ROOF/FIRE ESCAPES:** Use of the roof and/or the fire escapes by tenants and/or guests is limited to emergency egress ONLY. No other use is permitted, including but not limited to, the placement of personal property.

**15. ASSIGNMENT AND SUBLETTING:** Tenant(s) may NOT assign this Agreement nor sublet the whole or any portion of the Premises. This is a blanket Prohibition which means that Tenant may not have any other person reside at the Premises: that even if one tenant leaves, no other tenant(s) will be permitted and no additional tenant or occupant will be allowed in the unit. Said prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Tenant(s). The Owner expressly intends not to waive this prohibition unless such waiver is specifically put in writing and signed by Owner. The parties agree that

unless the absolute prohibition against subletting is waived in writing and signed by Owner it shall be conclusively presumed that there has been no waiver.

16. **STORAGE:** Storage space described as: N/A is hereby provided. The monthly charge for said storage space shall be \$ 0 in addition to the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant releases Owner from any liability for loss or damage to Tenant's property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenant whatsoever and Tenant hereby specifically waives any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as it deems necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

17. **PARKING:**

a. Parking space described as: Assigned by Manager is hereby provided. The monthly charge for said parking space shall be \$ 0 in addition to the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant agrees to use the parking space(s) exclusively for the parking of motor vehicles; excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely NO automotive cleaning, washing, maintenance or repair work of any kind and NO storage of any kind shall be permitted in or about the parking space(s).

b. Tenant acknowledges that Owner has not made any representations concerning the safety of parking Tenant's vehicle in the assigned parking space. Tenant acknowledges that Tenant will be parking his vehicle in the assigned space at Tenant's own risk and that Tenant agrees to release Owner for any liability for any damage to Tenant's vehicle or the loss of any personal property from Tenant's vehicle. The terms of this paragraph shall apply to any other vehicle parked in Tenant's assigned parking space, whether with or without the consent of Owner or of Tenant. For any vehicle parked with Tenant's consent in Tenant's assigned parking space, Tenant agrees to defend and hold Owner harmless for any damage to any vehicle parked in Tenant's assigned parking space and for the loss of any personal property from any vehicle parked in Tenant's assigned parking space.

18. **INVENTORY:** In the event the property is to be furnished by Owner and an inventory is required, said inventory shall be furnished by Owner and approved by Tenant concurrently with the signing of this Agreement and made a part hereof. (See Addendum A.)

19. **UTILITIES:**

a. Tenant shall pay directly for all utilities, services and charges provided to the Premises EXCEPT for those listed as follows: WATER AND GARBAGE. Tenant agrees to comply with any energy or water conservation programs implemented by Owner. Tenant understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law.

b. In accordance with local regulations, Owner shall provide one working telephone line and one working telephone jack into the Premises. It is Tenant's responsibility to maintain and to repair all

said lines. Unlike the local gas and electric company, the telephone company charges for time required to repair telephone lines, wall jacks, etc. Therefore, Tenant agrees to obtain and keep in force an Inside Wiring Repair Plan with the telephone company that will defray the costs of any necessary repairs.

c. Tenant shall be provided access to the building and the Premises for the installation of utility and communication lines and services ONLY as required by law and ONLY upon prior written consent by Owner.

## 20. MAINTENANCE AND REPAIRS:

a. Tenant shall, at Tenant's expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (excepting normal wear and tear). Tenant understands that Tenant is responsible for the cost of repair of ALL damages in and/or about the PREMISES whether caused by Tenant, Tenant's guests or invitees.

b. Except in an emergency, maintenance and repair requests must be made in writing and *or call office* delivered to Owner or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 and Paragraph 24 ("Entry and Inspection") unless otherwise specifically requested, in writing, by Tenant. Tenant, however, may not place any unreasonable restrictions upon such access or entry. Owner believes the Premises are in a safe and habitable condition and the Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by Owner.

c. In the event that Premises is provided with hardwood floors or other non-carpeted surfaces, Tenant hereby agrees to keep at least 80% of such areas covered with floor rugs or similar coverings. It is also hereby understood that Tenant shall not change or replace any window coverings or other dressings visible from outside the Premises or building without the prior written consent of Owner.

d. Tenant acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent.

## 21. ALTERATIONS:

a. Tenant shall NOT redecorate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the building in any way; Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not install nor operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units (or other such appliances), pianos, organs, or outside antennae on the Premises without the Owner's prior written consent. No plants, planters or plant boxes may be placed directly on floors or on carpets, on window ledges or on fire escapes.

b. Satellite Dishes: Resident may, ONLY upon prior written consent of Owner, install satellite dishes within the Premises. However, such installation shall be subject to all of the following rules and conditions: (i) Dish must be installed WITHIN the exterior boundaries of the Premises or inside balcony railings or windows. (ii) Satellite dish may not exceed one (1) meter in diameter. (iii) Dish must be securely and properly mounted in a workman-like manner by a licensed contractor. (iv) Installation must not damage unit, unit walls or other appurtenances. (v)

Tenant remains strictly liable for any injury or damage to persons or property caused by the satellite dish and Tenant MUST maintain sufficient liability coverage against any such injury or damage. Proof of such insurance MUST BE provided to Owner, with Owner listed as an "additional insured;" prior to approval of installation and upon each renewal of coverage.

c. Upon termination of tenancy, owner shall have the option, at owners' sole discretion, to require tenant to restore the Premises to the original condition as received excepting normal wear and tear.

**22. LOCKS:** Tenant shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation Tenant shall provide Owner with keys to such lock or device within 48 hours. Once installed, an approved lock may not be removed even when the unit is vacated. Keys to the Premises are the exclusive property of Owner. Tenant shall not consign keys to the Premises to any other person without the prior written consent of Owner. In the event that any keys to the Premises are lost, Tenant shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the building and its occupants. All keys must be returned to Owner Men Tenant vacates. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.

**23. DAMAGES TO PREMISES:** If the Premises are damaged by fire, flood, earthquake, or from any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

**24. ENTRY AND INSPECTION:**

a. Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954, in addition Landlord shall have the right upon reasonable notice to enter the unit to inspect for possible health risks, defects, code violations, necessary repairs or maintenance or to exhibit the unit to real estate professionals for purposes of sale. Owner shall give Tenant reasonable notice of its intention to enter the Premises and shall enter only during normal business hours, unless otherwise agreed by Tenant. For purposes of this paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, everyday of the week. Tenant may not place any unreasonable restrictions upon such entry. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant.

b. If the Premises or the building is required by any government agency, lender or insurer to undergo repairs or alterations Tenant agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

**25. NOTICES:** Any notice which either party may or is required to give, may be made by mailing the same by first-class mail to Tenant at the Premises, and to Owner at 364- 41th St. Oakland, Ca 94609, or such other address designated by Owner. If any Tenant vacates the Premises, Owner may send to the Premises any notice to the vacating Tenant unless the vacating Tenant notifies Owner of a new address.

**26. INTERRUPTION OF SERVICES:** Owner shall not be liable to Tenant or to any other person in damages or otherwise, nor shall Owner be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than the Owner, or by Owner due to circumstances beyond Owner's reasonable control.

**27. TERMINATION:**

a. If the Tenant intends to vacate at the end of the original term of this agreement, Tenant MUST give owner at least 30 days prior, written notice of Tenants intention to vacate. After the expiration of the original term of this Agreement, Owner or Tenant may terminate the tenancy, in accordance with applicable law, by giving at least 30 days prior, written notice to the other party. Upon termination Tenant shall completely vacate the Premises and any parking or storage areas; give written notice of Tenant's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Owner in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period. Tenant may rescind said notice within 5 calendar days after it is served on Owner without incurring liability to any person. Such rescission must be in writing delivered to Owner. Thereafter, if Tenant fails to vacate the Premises on or before the date set forth in Tenant's notice, Tenant shall be liable for any costs incurred by Owner or any third parties who relied on Tenant's notice terminating the tenancy. Tenant further agrees to defend, protect, indemnify and hold Owner harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Tenant's failure to comply with the provisions of Tenant's notice. Tenant's failure to pay any such sums within 20 days after demand shall be deemed a material breach of this Agreement.

b. Any attempt by Tenant to terminate this rental agreement prior to the end of the original term shall be deemed to be a breach of this agreement and Owner shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses and utilities maintained to show the unit.

**28. HOLDING OVER:** Tenant agrees to vacate the Premises by 7:00 P.M. on the termination date of this tenancy. Should Tenant fail to vacate by said time, the hold-over shall be presumed to be willful and deliberate and Owner shall be entitled to damages for the hold-over period, as provided by law, plus such other expenses incurred due to breach of this condition of the Agreement.

**29. NUISANCE:** Tenant shall not commit, nor permit to be committed, any waste or nuisance upon or about the Premises. Tenant shall not disturb other tenants in the building containing the Premises or others in adjoining properties. Three complaints in any twelve-month period shall constitute a substantial interference with other tenants' comfort, safety and enjoyment, and shall be deemed a just cause for eviction. Tenant shall also be liable for the actions of their guests and/or invitees.

**30. HOLD HARMLESS:** Owner shall not be liable for any damages or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful act of Owner, its Agents or its employees. Tenant shall indemnify, defend and hold Owner and its bents harmless from all claims of loss or damage to property and of injury to or death of any person or persons caused by the intentional acts or negligence of Tenant, his guests, licensees, or invitees occurring in or about the Premises including other areas of the building, adjacent sidewalks, streets, etc. Tenant hereby expressly releases Owner and/or Agent from any

and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Owner, Owners employees, heirs, successors, assignees and/or Agent's.

**31. INSURANCE:** Owner's insurance does NOT provide for coverage of Tenant's personal belongings unless any such damage is caused by a direct and proximate result of Owner's negligence. Furthermore, Owner's insurance does NOT provide for any liability coverage to Tenant. Therefore, Owner strongly urges and recommends to each Tenant that each Tenant secure sufficient insurance to protect against losses such as fire, flood, theft or vandalism, personal injury or other casualty to Tenant, to others, or to the Premises and building. Owner will NOT accept liability or responsibility for any losses not cause by its own proximate negligence.

**32. ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, the tenancy between the Owner and Tenant, or any breach thereof, including the scope of this Arbitration clause shall be settled by binding arbitration administered by the Judicial Arbitration & Mediation Service or the American Arbitration Association, which service may be chosen by Owner at its sole discretion, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. There shall be no award of attorney's fees and costs for any contract action brought by Owner and/or Tenant. Expressly excluded from this Arbitration clause are claims by Landlord against Tenant relating to possession of the Premises (e.g. evictions, ejection and/or unlawful or forcible detainers). The parties to the arbitration shall have the right to limited discovery as is determined necessary by the arbitrator.

a. Tenant's Initials: JMS

**33. LEAD DISCLOSURE:** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that Tenants receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to, the EPA booklet entitled "Protect Your Family From Lead In Your Home," and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: Based on the age of the building at 633 Alma St. . Oakland, Ca. there is a high probability that this older building contains lead in old paint or other building materials.

**34. MOLD NOTIFICATION:** Tenant agrees to maintain the Premises in a manner that prevents the occurrence of, and infestation of mold or mildew in the Premises. Tenant agrees to uphold this responsibility in part by complying with the list of responsibilities in the addendum entitled Mold Notification. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to:

- a.  Addendum - Mold Notification
- b.  Mold/Mildew Disclosure Form
- c.  California Department of Health Services Air Quality Information Sheet

35. **MEGAN'S LAW.** The California Department of Justice, sheriffs departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

36. **HAZARDOUS MATERIALS DISCLOSURE:** Pursuant to the regulations of Proposition 65, enacted by the voters of California, Owner hereby makes the following required disclosure: "Warning - The premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

37. **GENERAL:** The invalidity of any provision of this Agreement shall not render the remainder of this Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. This Residential Tenancy Agreement constitutes the entire agreement between Owner and Tenant, and neither party is relying on any representation which is not set forth herein. No oral agreements have been entered into. This Agreement shall not be modified unless reduced to writing and signed by both Owner and Tenant. Time is of the essence of this Agreement.

38. **NO WAIVER:** No failure of Owner to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Owner of any term of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Owner to insist upon performance by Tenant of all the provisions of this Agreement. The subsequent acceptance of rent by Owner will not be deemed to be a waiver of any preceding breach by Tenant of any term of this Agreement regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. Owner's acceptance of a partial payment of rent will not constitute a waiver of Owner's right to the full amount due nor will Owner's acceptance of rent paid late ever constitute a waiver of Owner's right to evict Tenant for habitual late payment of rent.

39. **ESTOPPEL CERTIFICATES:** Tenant and each of them, within ten (10) days after notice from Owner, shall execute and deliver to Owner a certificate or statement signed by Tenant and each of them providing such information that may be reasonably requested by Owner under penalty of perjury, including, but not limited to, the amount of base rent currently paid, Tenant's move-in date, the date of any last rent increase, the identity of furniture or fixtures that belong to Tenant, whether the rent includes any parking space or storage space, and the amount of any damage deposit or prepaid rent and whether interest on said deposit has been paid and when. In addition, Tenant(s) shall disclose, upon request, any information which Tenant believes would prevent any purchase of the Premises or would prevent Owner or potential owner from moving into the Premises. Failure to deliver the certificate within the ten (10) days shall be a material breach of this Agreement.

**40. APPLICATION:** Any Rental Application or related form submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material breach of this Agreement and may subject Tenant to eviction.

**41. HOUSE RULES:** Tenant agrees to abide by any and all house rules, whether made known before or after the date of this Agreement, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Tenant has read, understands and agrees to be bound by the existing House Rules attached to and made part of this Agreement.

**42. SMOKE DETECTOR(s):** Tenant shall maintain in proper working order and test monthly all smoke detectors in the Premises, and shall not remove their batteries or disable them, or otherwise interfere with their normal operation.

**43. OAKLAND RESIDENTIAL RENT ARBITRATION PROGRAM.** The Residential Rent Arbitration Program may govern the tenancy created under this Agreement. Tenant may contact the Oakland Housing, Residential Rent and Relocation Board ("Rent Board") to determine if the Residential Rent Arbitration Program governs the tenancy or if federal, state, or local laws have exempted, in whole or in part, the tenancy from the Residential Rent Arbitration Program. As of the date of this Agreement, you may obtain information from: City of Oakland Housing and Community Development Division, Community and Economic Development Agency, 250 Frank Ogawa Plaza Suite 5313, Oakland, CA 94612 (510) 238-3501

**44. Use of or possession of illegal drugs is prohibited and grounds for eviction and will be reported to authorities.**

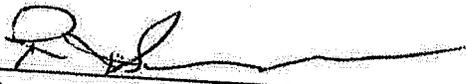
**45. ENTIRE AGREEMENT:** This Agreement consists of 47 consecutively numbered paragraphs, the House Rules, Addendum A — Appliance Listing. **A mold addendum and a lead base paint addendum.** The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by all parties except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

**46. CAPTIONS:** The captions in this Agreement are to assist the parties in reading this Agreement and are not a part of the terms or provisions of this Agreement.

**47. ADDITIONAL:** The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this agreement, each and every expressed term and condition is deemed material by the parties.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

BY SIGNING BELOW TENANT HEREBY ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT

OWNER:  DATE: 7/10/2005  
(Owner Representative)

TENANT: Jond DATE: 7/10/2005

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

## HOUSE RULES

To protect your comfort, safety, and enjoyment, and that of your neighbors, Owner has adopted the following rules concerning your conduct while Tenant of the Premises. Owner reserves the right to make changes or adopt additional rules. Failure to comply with the rules will constitute material breach of the Tenancy Agreement and may constitute a just cause for eviction.

### NOISE/CONDUCT

1. Tenant shall not make or permit any noise, or engage in or permit any other conduct, which disturbs or offends other residents or neighbors.
2. Special consideration must be exercised before 8:00 AM and after 10:00 PM. Tenants must comply with the directions of Owner and Owner's determination shall be final.
3. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests or invitees.
4. Social gatherings of Tenants and their guests are welcomed and encouraged provided that such gatherings do not become loud, boisterous, or generally objectionable, as judged in Owner's sole discretion, so as not to interfere with the right of quiet enjoyment of other residents or neighbors. Hosting a loud, boisterous party in violation of the rule may lead to Tenant's eviction.
5. Consumption of alcoholic beverages, by Tenants or their guests, is prohibited in the common areas of the Premises.
6. Residents are expected to cooperate with each other in resolution of any potential disputes, and are encouraged to use the services of a local dispute resolution service if they are having difficulty at dispute resolution on their own. Tenant recognizes and agrees that Owner is not in position to be an arbiter of disputes between Tenant and other residents or neighbors of Tenant, and that it is unfair and impractical to demand that Owner take sides between them or use Owner's authority against one resident for the benefit of another. Therefore, Tenant agrees that until no circumstance will Owner be required to take any sort of action whatsoever as between Tenant and other resident to resolve disputes, nor shall Owner be required to evict, or threaten to evict, any resident because of a dispute with or demand by Tenant, and Owner's failure to do so shall not give rise to a claim against Owner for breach of Tenant's quiet enjoyment or any other cause.
7. Tenants shall park in their assigned place ONLY and shall not permit
8. Only vehicles may be parked in parking areas.
9. Tenant shall not allowed their children to play soccer, bicycles, scooters
10. Motorcycles, motor-driven cycles, bicycles, etc., shall not be stored in parking areas, playing sports could damage residents vehicles.
11. Motorcycles, motor-driven cycles, bicycles, etc., shall not be stored in hallways, common areas or other non-parking areas.
12. Vehicles should not be wash in parking areas or off street, it can create a mess.
13. The vehicle to be park in each stall must have current registration.
14. Authorized vehicles must be in running condition.
15. The owner or management will not be responsible for any theft, vandalism, or damage to vehicles while park in the parking lot.

### PARKING (if provided by agreement)

3 A units

**BUILDING APPEARANCE**

15. Alterations that will affect the building's appearance, such as window coverings, shall not be permitted without Owner's prior written approval. 12. No signs, advertisements, posters or similar displays, except burglary prevention notices, may be affixed to the exterior of any door or window or to any exterior wall without Owner's prior written approval.

16. Garbage cans, brooms, mops, cardboard=boxes and similar articles are to be kept inside the Tenant's Premises. 17. Towels, rugs, clothing and other articles are not to be hung from windows, railings or balconies.

**LOCKOUTS**

18. Tenants should take care not to lock themselves out of their apartments. If Owner is required to assist any Tenant in gaining entry to Tenant apartment, Owner may charge Tenant \$ 0 for each successive lockout or may require Tenant to contract with a professional locksmith.

**INSURANCE**

19. Tenants are advised to carry sufficient insurance on their personal property and to protect themselves from losses due to fire, flood, theft personal injury or injury to others, or other casualty. Owner will not be responsible for replacement of any items or for Tenant's losses unless as direct and proximate result of Owner's negligence.

**REFUSE**

20. In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping or spilling c carpeting, concrete, walkways, and or other common areas.

21. Tenants are required to cooperate with any recycling programs in effect.

22. Items too large to fit in any trash chute or refuse container must be carried to a designated area or disposed of by Tenant at Owners direction. 20. Refuse is to be placed inside designated containers or chutes. Doors and lids should be closed properly and not slammed.

23. Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.

24. Cardboard boxes and other large refuse must be broken down or folded before being placed in the designated containers.

**DELIVERIES**

25. Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left in the entrances to the building or elsewhere in the Building.

**UNIT CARE**

26. Before washing or cleaning walls, drapery or carpet, Tenant must consult Owner for the appropriate method or for recommended vendors perform such work.

27. Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and for the cost of redoing the work or restoring damaged articles or property to the Owner's satisfaction, if the method applied or the vendor employed was unsatisfactory.

28. Tenant may not install air conditioners, ventilators or window screening devices without Owner's prior written approval.

29. Tenant shall not paint the premises or any portion thereof without prior written consent of Owner. In the event such permission is given, Tenant shall restore the original paint colors prior to vacating the Premises. Tenant shall be responsible for all costs involved in such repainting.

30. Any accessories such as towel bars, coat hooks or built-in closet shelves, etc., may not be added without the prior written consent of Owner Once installed they may not be removed even upon vacating the Premises.

31. Garbage disposals, dishwashers and other appliances must be used only for the intended purpose for which they were designed and constructed.

**WALL HANGINGS**

32. Adhesive picture hangers of any kind are prohibited. Picture hangers employing a thin nail or pin are permitted. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.

**LAUNDRY FACILITIES (if provided)**

33. Heavy articles are not allowed in the laundry machines or dryers.

34. Tenant must remove contents from machine promptly when cycle is complete.

35. Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.

36. Laundry facilities are for the exclusive use of Tenant's for their own clothing ONLY.

**Acknowledged:**

TENANT: Joana DATE: 7/10/08

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Addendum to the residential tenancy agreement**  
**Mold notification**

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify owner/agent in writing of overflows from bathroom, kitchen, or unit laundry facilities; especially in cases where the overflow may have pleated walls or cabinets.
4. Tenant agrees to report to the Owner/Agent any mold growth on surfaces inside the premises. Any mold growth larger than Owner will repair 6 inches x 6 inches.
5. Tenant agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Tenant agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify the Owner/ Agent of any problems with any air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses; that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the Premises.
12. Tenant agrees not to put furniture or beds closer than 4" away from walls.
13. Tenant will not put boxes or suitcases closer than 4" away from walls.

TENANT: Sound DATE: 7/10/08  
TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**Lead Warning Statement**

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

Owner's Disclosure (*Owner to initial and check appropriate boxes*)

\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (*check one below*):  
\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing:

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) Records and reports available to the Lessor (*check one below*):

\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents*). \_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (*Tenant to initial as acknowledgement*)

\_\_\_\_ (c) Lessee has received copies of all information, if any, listed above.

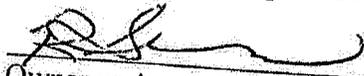
(d) Lessee has received the pamphlet, "Protect Your Family from Lead in Your Home."

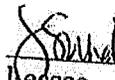
Agent's Acknowledgment (*Agent, if applicable, to initial as Owner Representative*)

\_\_\_\_ (e) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. §4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

 7-10-08  
Owner or Agent for Owner Date

 7/10/08  
Lessee Date

\_\_\_\_\_  
Lessee Date

633 Alma St. #5, Oakland, Ca. 94610  
Address of Premises

ADDENDUM A

(Leasing Agent shall list make and model of all appliances, i.e. refrigerator, stove, dishwasher, washer, dryer, etc.)



**TENANT ESTOPPEL CERTIFICATE**  
(C.A.R. Form TEC, Revised 4/11)

Tenant: Jessica Maggie Sund  
Premises: 633 Alma Avenue, Oakland, CA 94610  
Unit #5

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

**1. LEASE TERMS:**

- A.  If checked) A copy of the Lease is attached hereto.  
 B. Date of the Lease: July 7, 2008 *lease dated & signed 7/10/2008*  
 C. Name of the current Landlord: J&R / Lapham Company  
 D. Name of the current Tenant: Jessica Maggie Sund  
 E. Current monthly base rent: \$ 888.24, paid through: May 31, 2017  
 F. Security deposit: \$ 895.00 Other deposits: \$ \_\_\_\_\_  
 G. Expiration date of current term: Month-to-Month  
 H. Number and Location of Parking Spaces: \_\_\_\_\_  
 I. Number and Location of Storage Spaces: \_\_\_\_\_  
 J. Who pays utilities services: Water:  Landlord  Tenant; Electric:  Landlord  Tenant; Gas:  Landlord  Tenant; Waste Disposal:  Landlord  Tenant; Gardener:  Landlord  Tenant; Sewer:  Landlord  Tenant; Other:  Landlord  Tenant;  
 K. Who owns appliances: Stove:  Landlord  Tenant; Refrigerator:  Landlord  Tenant; Washer/Dryer:  Landlord  Tenant; Microwave:  Landlord  Tenant; Other:  Landlord  Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.

3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.  
 4. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.  
 5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:  
 6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.  
 7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.  
 8. The correct address for notices to Tenant is the Premises above unless otherwise specified in writing.  
 9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.  
 10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

Date: 5/30/2017

Tenant Jessica Maggie Sund

Tenant

By J&R / Lapham Company  
Landlord or Manager

Title

Receipt Acknowledged

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

By

Title

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Reviewed by \_\_\_\_\_

Date \_\_\_\_\_



TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)

Bay Apartment Advisors, 201 19th Street Suite 200 Oakland, CA 94612  
Kristopher Lamont

Phone: (510)879-7344 Fax: (510)879-7344  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Alma - 2,3,4,5

000110 *86*

June 7, 2017

I made a mistake about paragraph 4 on the first form I gave you so I am submitting a corrected form.

Thank you.

Sincerely,  
Jessica Sund



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

Amended

TENANT ESTOPPEL CERTIFICATE  
(C.A.R. Form TEC, Revised 4/11)

Tenant: Jessica Maggie Sund  
Premises: 633 Alma Avenue, Oakland, CA 94610  
Unit #5

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. LEASE TERMS:

- A.  If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: July 7, 2008 lease dated & signed on 7/10/2008
- C. Name of the current Landlord: J&R / Lapham Company
- D. Name of the current Tenant: Jessica Maggie Sund
- E. Current monthly base rent: \$ 888.24 , paid through: May 31, 2017
- F. Security deposit: \$ 895.00 Other deposits: \$ \_\_\_\_\_
- G. Expiration date of current term: Month-to-Month

- H. Number and Location of Parking Spaces: \_\_\_\_\_
- I. Number and Location of Storage Spaces: \_\_\_\_\_
- J. Who pays utilities services: Water:  Landlord  Tenant; Electric:  Landlord  Tenant; Gas:  Landlord  Tenant; Waste Disposal:  Landlord  Tenant; Gardener:  Landlord  Tenant; Sewer:  Landlord  Tenant; Other:  Landlord  Tenant.
- K. Who owns appliances: Stove:  Landlord  Tenant; Refrigerator:  Landlord  Tenant; Washer/Dryer:  Landlord  Tenant; Microwave:  Landlord  Tenant; Other:  Landlord  Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.

- 3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
- 4. ~~All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.~~
- 5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:

- 6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
- 7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
- 8. The correct address for notices to Tenant is the Premises above unless otherwise specified in writing.
- 9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
- 10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

Date: 06/07/2017  
Tenant Jessica Maggie Sund

Tenant \_\_\_\_\_  
By J&R / Lapham Company Title \_\_\_\_\_  
Landlord or Manager

Receipt Acknowledged  
Date: \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0001188

**Alma Apartments, LP**

633 Alma Ave.  
Oakland, CA 94610

August 22, 2017

Jessica Sund  
633 Alma Apt. 5  
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance  
Sincerely yours,

Management

89  
000113

jesssund@gmail.com

[Click here to enable desktop notifications for Gmail](#)

Gmail

Move to Inbox

COMPOSE

Update Inbox x

Inbox (2)

Starred

Sent Mail

Drafts (11)

More

 Alma Street +



**J. Sund** <jesssund@gmail.com>

to me

August 24, 2017

Jessica Sund  
633 Alma Ave. #5  
Oakland, CA 94610  
[jesssund@gmail.com](mailto:jesssund@gmail.com)

Thomas Preston, Property Supervisor  
Alma Apartments, LP  
633 Alma Ave.  
Oakland, CA 94610  
(510) 775-1081  
[633alma@gmail.com](mailto:633alma@gmail.com)

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017

Thank you.

Sincerely,  
Jessica Sund  
(510) 206-5436



J. Sund (jesssund@gmail.com)

Sans Serif

googel voicemail

[Click here to enable desktop notifications for Gmail](#)

Gmail

Move to Inbox

COMPOSE

New voicemail from (510) 206-5436 at 9:32 AM Inbox x

- Inbox (33)**
- Starred
- Sent Mail
- Drafts (9)**
- [Imap]/Drafts
- [Imap]/Outbox
- [Imap]/Sent (11)**
- [Imap]/Trash (12)**
- Junk
- Notes
- Snoozed
- More

 **Google Voice** <voice-noreply@google.com>  
to me



Hi,, Thomas.. This is Jessica son giving you another call.. It's Tuesday am still calling to confirm receipt of the email that was sent on Friday.. appreciate a call back today.. My phone number is 510 206 5436 again the last name is bond and I'm from 63 Alma Avenue apartment numbe really appreciate a call or some type of response back today,, so I know received the email that we sent on Friday 8:24.. Thank you very much.

PLAY MESSAGE

 Lakeshore +

[YOUR ACCOUNT](#)   [HELP CENTER](#)   [HELP FORUM](#)

To edit your email preferences for voicemail, go to the [Email notification settings](#) in your account.

Google

Google Inc.  
1600 Amphitheatre Pkwy  
Mountain View CA 94043 USA



[Click here to Reply or Forward](#)

91

000115

# Alma Apartments LP

633 Alma  
Oakland , CA

Jessica Sund  
633 Alma # 5  
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,

Thomas Preston  
Property Supervisor

92

000116

2018 JUL 23 PM 4:47

ORB Case Number T18-0018

*In re: 633 Alma Avenue #5*

Tenant-Petitioner: Jessica Sund

Tenant Representative: Paul L. Kranz, SBN 114999

Please note that Ms. Sund intends to present an additional item of evidence at arbitration, which consists of an email thread between tenants concerning on-site manager Ursula Morales's presence at 633 Alma Avenue. The existence of this email thread was discovered only as of today's date (5/23/18) and a copy has yet to be obtained.

*Paul L. Kranz* 5/23/18

Paul L. Kranz, Esq.

000117

Attachment 1

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY**  
**-RENT INCREASE NOTICE-**

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5  
City of Oakland, County of Alameda, State of California 94610  
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

000119

may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

- (i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,
- (ii) The citation was issued at least 60 days prior to the date of the vacancy; and,
- (iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

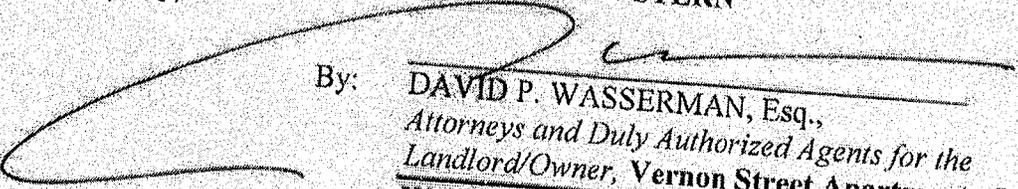
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: September 6, 2017

**WASSERMAN-STERN**

By:   
**DAVID P. WASSERMAN, Esq.,**  
*Attorneys and Duly Authorized Agents for the*  
**Landlord/Owner, Vernon Street Apartments, LP**

**Wasserman-Stern Law Offices**

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax No.: (415) 567-9696

Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

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

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

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

Attorney Or Party Without Attorney (Name and Address) <b>DAVID P. WASSERMAN, ESQ. (123)</b> <b>WASSERMAN-STERN LAW OFFICES</b> <b>2960 Van Ness Avenue, Suite B</b> <b>San Francisco, California 94109</b>		Telephone: <b>(415) 567-9600</b>	FOR COURT USE ONLY
Attorneys for: <b>633 ALMA STREET</b>		Ref. No. Or File No. <b>W2683460</b>	
Insert name of court, judicial district and branch court, if any:			
Plaintiff: <b>633 ALMA STREET</b>			
Defendant: <b>JESSICA MAGGIE SUND (original occupant)</b>			
<b>POS BY MAIL</b>	Hearing Date:	Time:	Case Number:

At the time of service I was at least 18 years of age and not a party to this action.  
 On September 6, 2017, I served the within:

**NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM**

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

**JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS**  
**633 Alma Avenue, Unit 5**  
**Oakland, CA 94610**

Person serving:  
 Scott Lane  
**Wheels of Justice, Inc.**  
 52 Second Street, Third Floor  
 San Francisco, California 94105  
 Phone: (415) 546-6000

a. Fee for service:  
 d. Registered California Process Server  
 (1) Employee or independent contractor  
 (2) Registration No.: 1126  
 (3) County: San Francisco

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

Date: September 6, 2017

Signature: \_\_\_\_\_  
 Scott Lane



Printed on recycled paper

Judicial Council form, rule 982(a) (23)

**000122**

Attachment 2

(Attachment 1 is included with petition)

M Gmail

Jessica Sund <jesssund@gmail.com>

Update

1 message

J. Sund <jesssund@gmail.com>  
To: 633Alma@gmail.com

Thu, Aug 24, 2017 at 10:10 AM

August 24, 2017

Jessica Sund  
633 Alma Ave. #5  
Oakland, CA 94610  
jesssund@gmail.com

Thomas Preston, Property Supervisor  
Alma Apartments, LP  
633 Alma Ave.  
Oakland, CA 94610  
(510) 775-1081  
633Alma@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #5, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this email to you because I do not have a mailing address for you.

Thank you.

Sincerely,  
Jessica Sund  
(510) 209-5436

8/29/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage "

no reply

000124



# Attachment 3

**Alma Apartments LP**

633 Alma  
Oakland, CA

Jessica Sund  
633 Alma # 5  
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

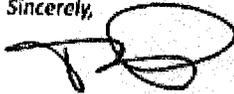
Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



Thomas Preston

Property Supervisor

000127

OAKLAND CA 94612

07 SEP 2017 PM 7 L

Jessica Maggie Sund  
All Other Occupants  
653 Alma Street #5  
Oakland, CA 94610

54610-005709

Attachment 4



Attachment 5

# RESIDENTS: 633 ALMA

Thank you for your patience while we are making improvements of some of the units in the building.

Construction will continue until complete from the hours of Monday thru Friday 8-5pm.  
(wknds if needed)

Thank you again,  
Ursula Morales

Res  
92 705 4461

Outgo  
Mai

December 10, 2017

Dear Residents @ 633 Alma Apts.

RE: Final Fire Testing

This is a courtesy notice letting you know that I myself Ursula Morales Resident Manager with Meridian Management Group, Security Engineers Inc. and the Oakland Fire Department will be testing all units on:

**Tuesday December 12, 2017 between 1-4PM.**

We will be entering all units and Alarms will be sounding off.

This should take 5-10 minutes per unit.

Thank you in advance for your cooperation and we apologize for any inconvenience. Any further questions please call me @ 925.705.3461

Resident Manager,

Ursula Morales

Meridian Management Group

000133

**TWENTY-FOUR HOUR NOTICE TO ENTER DWELLING UNIT/PREMISES**

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to

033 Alma Apt Residents and all persons on the premises located at

033 Alma Ave (Street Address) Unit # (if applicable) 1-17  
Oakland (City) CA 94610 (Zip)

Owner/Agent or Owner's/Agent's employee(s) will enter said premises on or about 12/12/17 1-11 PM during normal business hours for the reason checked below

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers
- 6. To exhibit the rental unit to prospective or actual mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect any area where the tenant is engaging in personal agriculture pursuant to Civil Code Section 1940.10
- 11. To inspect waterbed or liquid filled furniture
- 12. To install, repair, test, and/or maintain the smoke detector and/or carbon monoxide detector
- 13. In case of abandonment/surrender
- 14. Other Filing Application w/ Oakland Fire Dept

Date 12.10.17 Owner/Agent Ursula Morales

**Proof of Service**

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 10th day of December (month) 2017 (year), on the above mentioned residential premises, in the manner indicated below

**BY DELIVERING** the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry.

**BY LEAVING** a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a mailbox in which a reasonable person would discover the notice.

**BY MAILING** a copy of the notice addressed to the Resident at least 5 days prior to intended entry.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and I believe as it appears to be true thereto, I could do so conscientiously.

Executed this 10 day of December 2017, Oakland CA  
 (month) (year) (city) (state)  
Ursula Morales (Name of Declarant) [Signature] (Signature of Declarant)



California Apartment Association Approved Form  
 www.caaret.org  
 Form 28.8 - Revised 12/15 - ©2015 - All Rights Reserved  
 Page 1 of 1



# ALMA APARTMENTS

December 19, 2017

Re: WATER SHUT OFF

Dear Residents,

Due to Emergency Maintenance in multiple units:

**WATER WILL BE SHUT OFF 12/20/2017**  
**Wednesday between 10AM -5PM**

Apologies in advance for any inconvenience.

Ursula Morales

925.705.3461

Meridian Mgmt.

000135

January 20, 2018

ALMA

Due to Emergency Maintenance  
needed Insures, we are sorry

The Water will be shut off  
Friday January 20, 2018

Please call the number 800-441-1111

Apologies in advance as we make these  
necessary repairs.

Thank you for your cooperation.

Meridian Management Group

000136

Alma Apts

Please note:

Intercom was  
repaired 1/4/19

If you're still having  
issues please email  
me and I will schedule  
service. Entry will be  
needed. Thank You!  
Vainla

Alma Apts

Please Note:

Construction

Noise Compliance

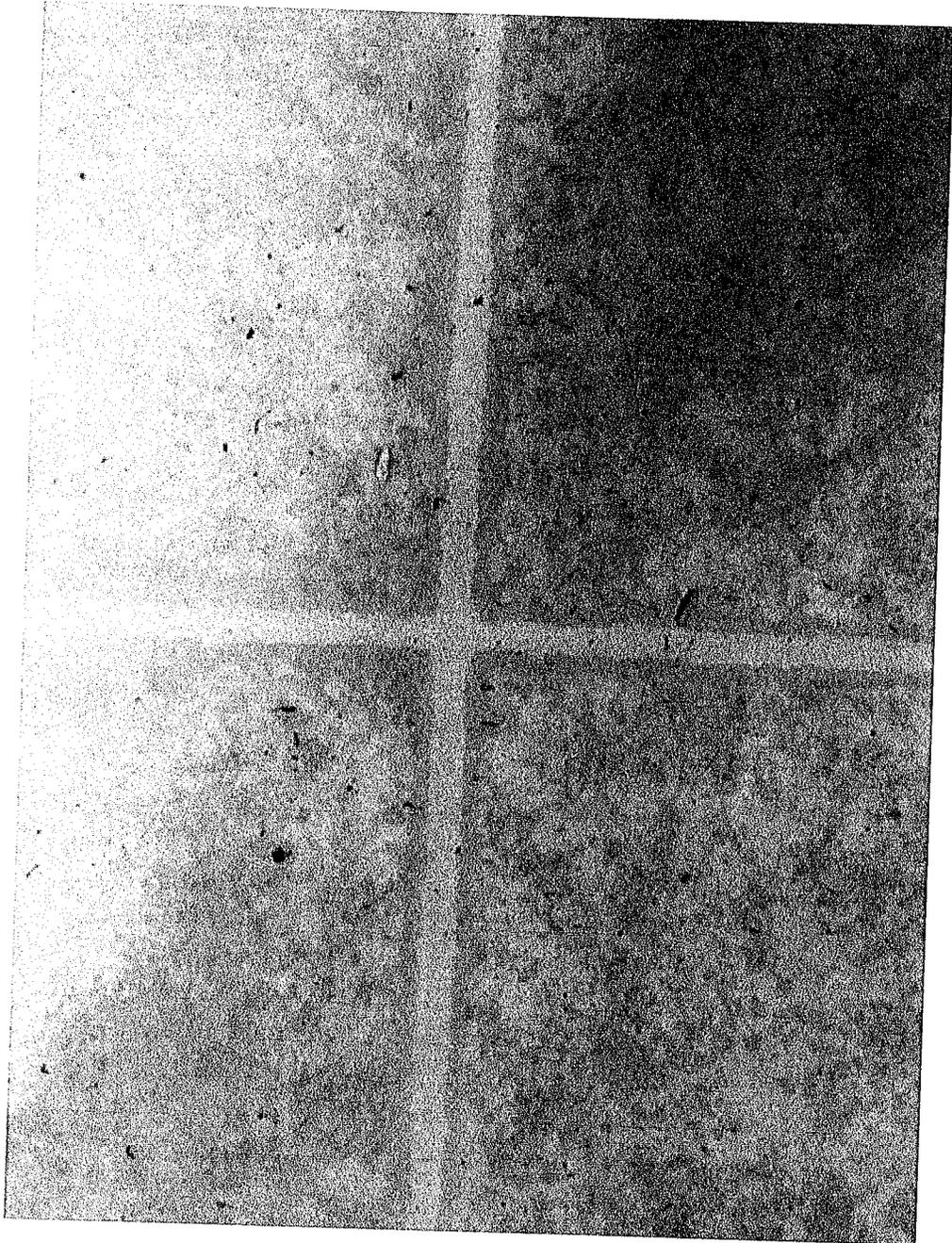
is from 7pm - 7pm  
7 Day x wk.

Apologies - Ursula

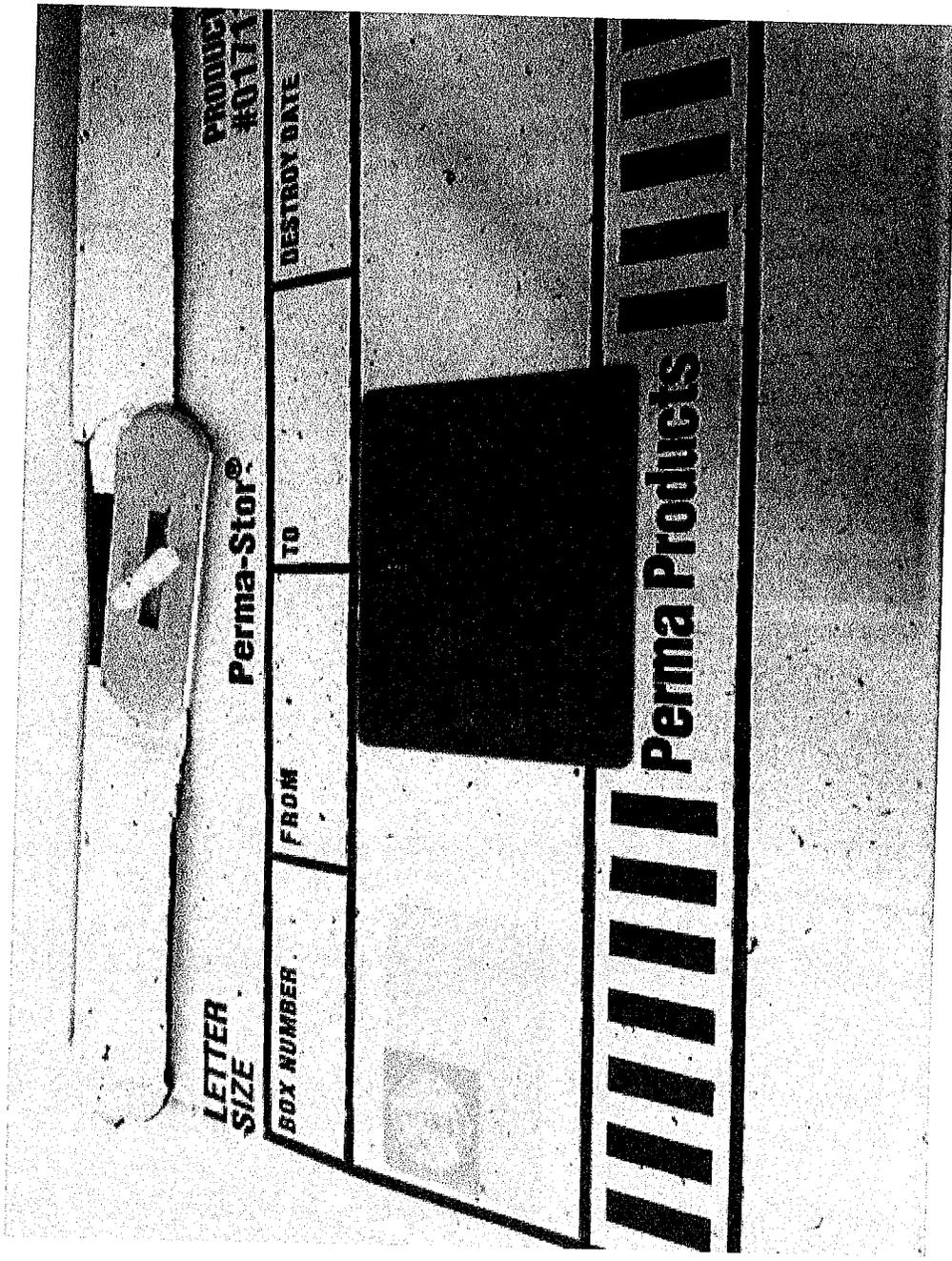
# Attachment 6

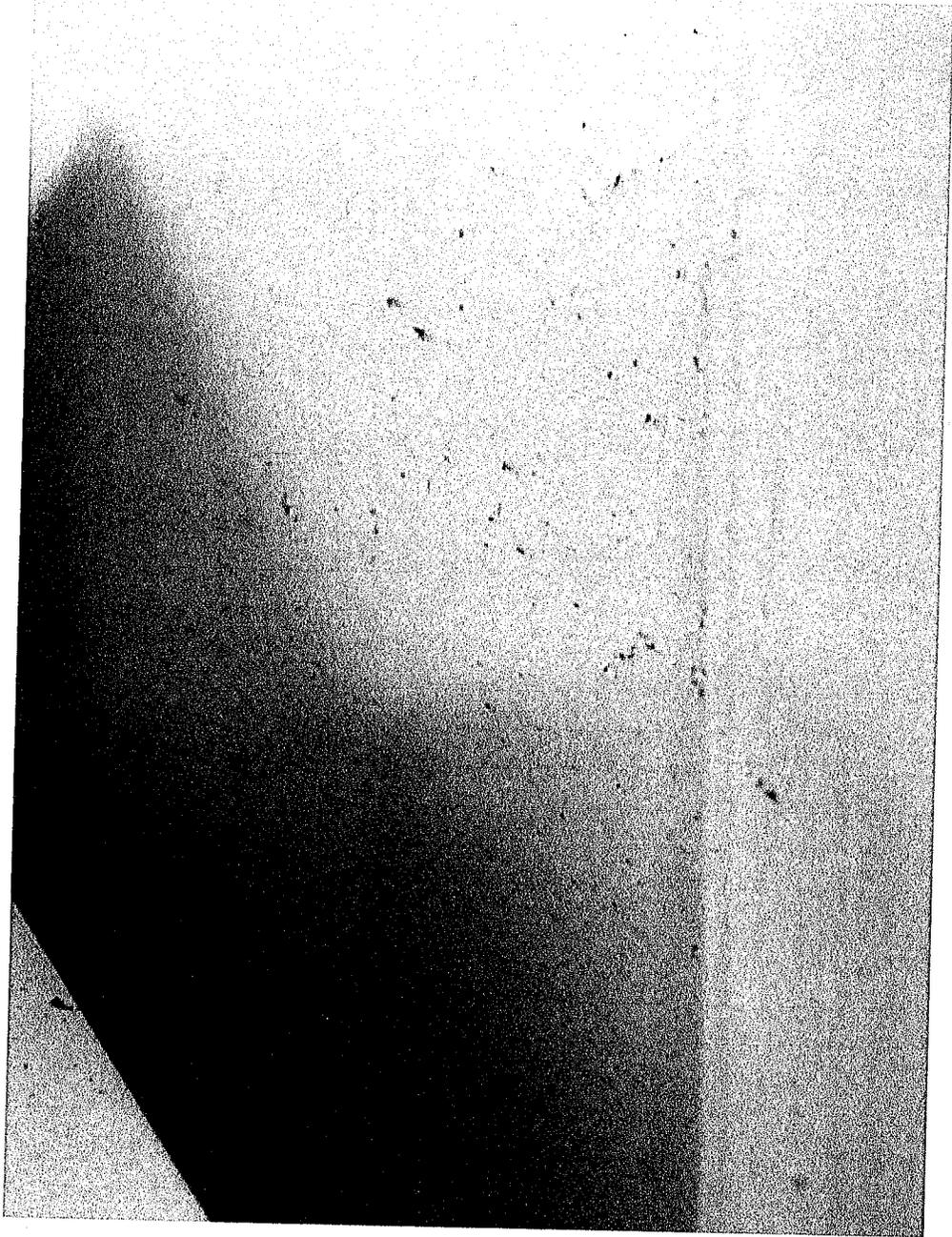


000140



000141

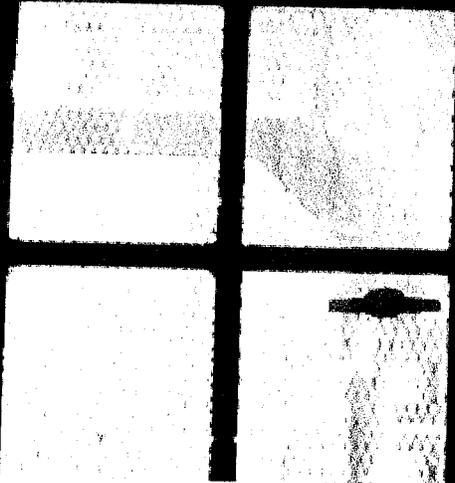




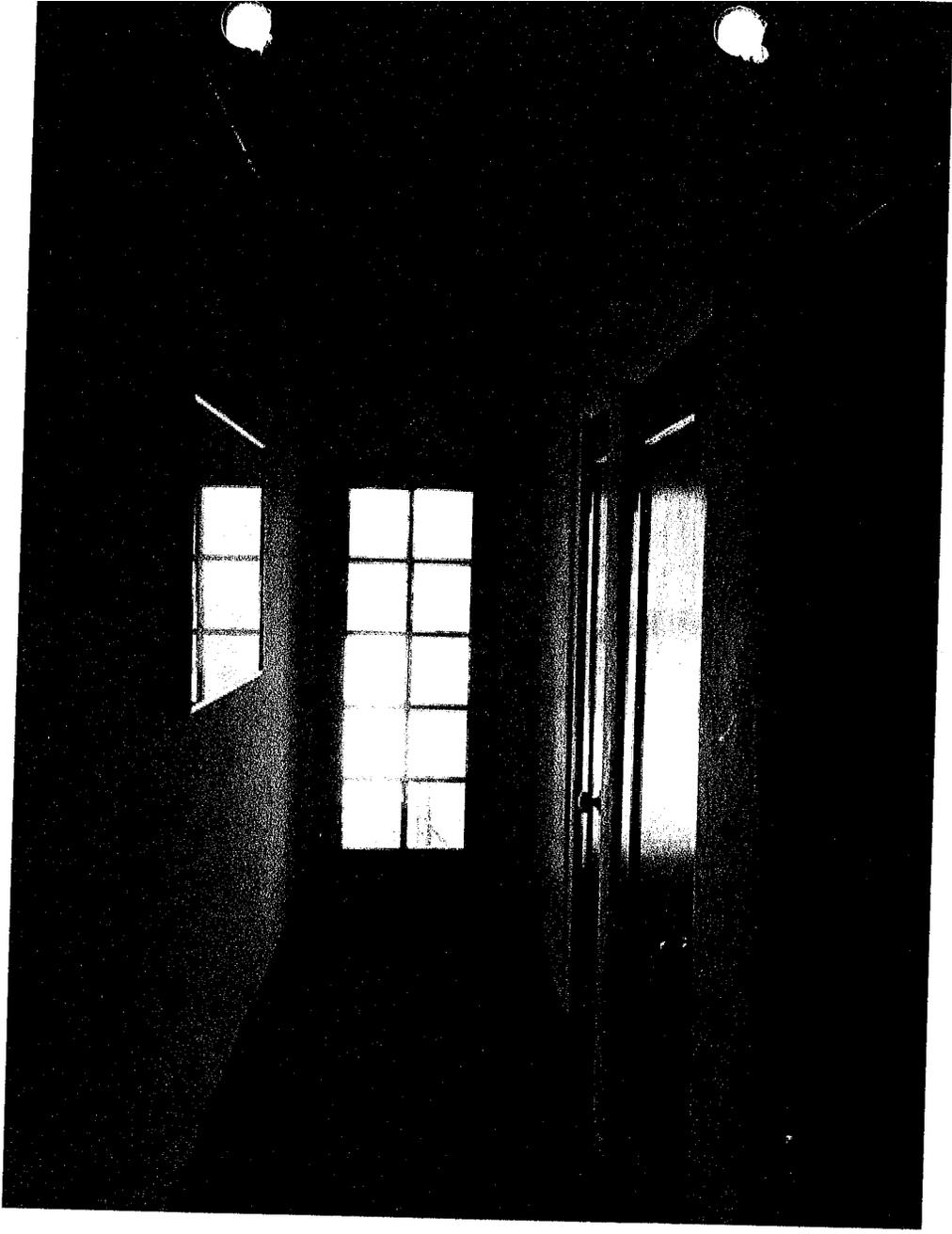
000143

Attachment 7

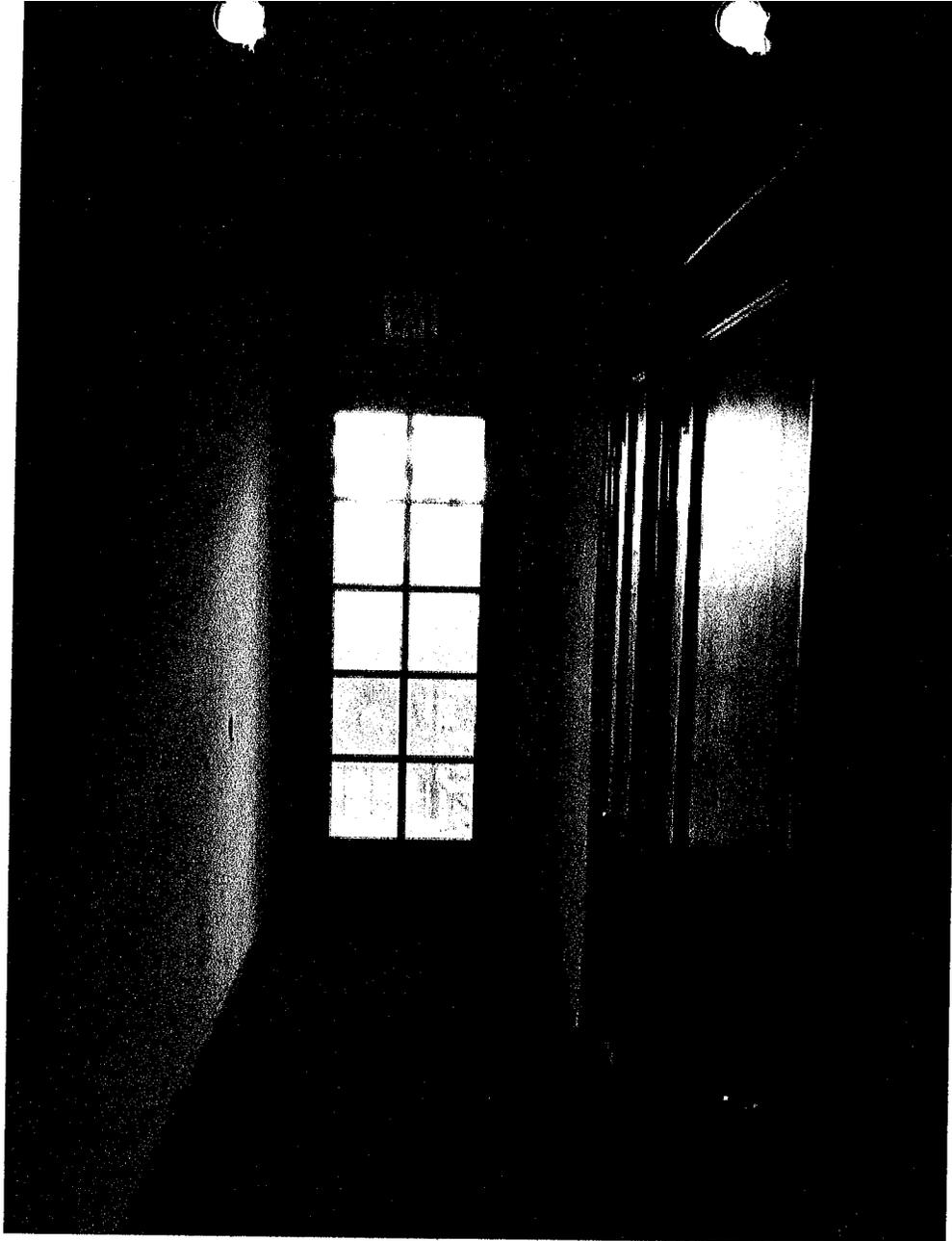
**EXIT**



000145



000146



000147



Attachment 8  
(USB device containing videos)



## CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department  
Rent Adjustment Program

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

### HEARING DECISION

**CASE NUMBER:** T18-0018 Sund v. Vernon Street Apartments, LP

**PROPERTY ADDRESS:** 633 Alma Avenue, Unit 5, Oakland, CA

**HEARING DATE:** May 30, 2018  
June 4, 2018

**SITE INSPECTION :** June 4, 2018

**DECISION DATE:** December 20, 2018

**APPEARANCES:**

Jessica Sund	Petitioner
Paul Kranz	Attorney for Petitioner
Kim Rohrbach	Paralegal for Petitioner
Greg McConnell	Owner Representative
JR. McConnell	Owner Representative
Don MacRitchie	Witness for Owner
Ursula Morales	Property Manager
Jessica Vernaglia	Property Supervisor
Dave Wasserman	Owner Representative
Lucky Stewart	Agent for Owner

### SUMMARY OF DECISION

The petitioner's petition is DENIED.

### INTRODUCTION

Petitioner Jessica Sund filed a tenant petition on November 29, 2017, which contests a proposed monthly rent increase from \$908.67 to \$2,095.00 effective December 1, 2017 on the following grounds:

1. The increase exceeds the CPI Adjustment and is unjustified or is greater than 10%;
2. The proposed rent increase would exceed an overall increase of 30% in 5 years; and
3. I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The owner filed a timely response to the petition and contends that the contested rent increase is a Costa Hawkins rent increase. The petitioner, who was the original occupant, no longer resides at the subject property as her primary place of residence.

### ISSUES PRESENTED

1. Is the contested rent increase limited by the Rent Adjustment Ordinance?

### EVIDENCE

#### Petitioner's Status as a Tenant

##### Testimony of Jessica Sund - Petitioner

The petitioner testified that she moved into the subject unit in July 2008, at an initial monthly rent of \$895.00. She testified that on September 6, 2017, she was served a rent increase notice proposing to increase her rent from \$908.67 to \$2,095.00 monthly.<sup>1</sup> She further testified that she is currently paying \$908.67 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Ms. Sund testified that on August 24, 2017, she emailed the property supervisor at the time, Thomas Preston, to notify him that her boyfriend, Cory Hamrick, would be moving in with her the following weekend, and that they were expecting a baby in October of 2017.<sup>2</sup> In response to her email, she received a letter from Thomas Preston, dated August 28, 2017, stating that her lease had a "no subletting/no assignment clause", and a "use/occupancy" provision, therefore, her request to sublet the unit to her boyfriend was denied.<sup>3</sup> The letter also stated that if her boyfriend did move in, her lease and tenancy would be terminated for unlawful subletting. She testified that she received this letter in early September, around the same time as the rent increase notice dated September 6, 2017.

<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 2

<sup>3</sup> Exhibit 3

Ms. Sund testified that because the property manager refused to allow her boyfriend to move in with her, and instead issued an exorbitant rent increase, she decided to stay with her boyfriend temporarily, who resides at 3024 California Street in Oakland, California. She moved to the California street address in early October, 2017, right before the birth of her daughter on October 24, 2017.<sup>4</sup> She testified that she moved because she believed that if she continued to reside at the Alma street apartment, she would have to pay the rent increase, and she could not afford it. She also moved because she wanted the support of her boyfriend to care for her newborn child, who had medical issues requiring full time care. She also did not want to deal with the stress of being in an adversarial relationship with her landlord. Ms. Sund testified that as of the date of the hearing, she was still residing primarily at the California street address. She testified that she visits the Alma street apartment once or twice a week to check on her plants, and the apartment generally, but is staying at the California street address with her boyfriend and baby for now.

On cross examination, Ms. Sund testified that she has not moved back into the Alma street apartment because of excessive construction noise that began in November of 2017 and is still ongoing. She submitted copies of construction notices issued by the property manager.<sup>5</sup> She further testified that her carpet was damaged when the property manager replaced her refrigerator and the dirty carpet is another reason she has not moved back into the Alma street unit. Finally, she testified that she has been receiving mail at the California street address since October of 2017.

#### Testimony of Lucky Stewart – Agent for Owner

Lucky Stewart is an agent for the owner. He testified that he is employed by an ownership group that acquires different properties in the bay area and he acts as an asset manager for the ownership group. He is tasked with managing the takeover of properties and overseeing general operations. He testified that he acquired the subject property, 633 Alma Street, in June of 2017.

Shortly after he acquired the subject property, he received reports from other tenants in the building that the petitioner was subletting her unit. Specifically, he was told that there were strangers going in and out of the petitioner's unit freely and had possession of keys to the unit but the petitioner was no longer there. He also personally observed an international couple, with luggage, coming out of the petitioner's unit, sometime in early August. Both individuals were tall, blonde, and speaking a foreign language, and when he attempted to speak to them, they ignored him. Based on the reports from other tenants, and his own observations, he decided to investigate the petitioner's whereabouts. He did an internet search and asked his attorney, Dave

<sup>4</sup> Exhibit 4

<sup>5</sup> Exhibit 5

Wasserman, to do a LexisNexis search to see if the petitioner was still living in the Alma street apartment. His own internet search revealed a baby registry under the petitioner and her boyfriend Cory Hamrick's name, as well as couch surfing listings placed by Cory Hamrick, the petitioner's boyfriend, advertising an unspecified unit as available for rent. Mr. Stewart testified that he was advised by his attorney that the LexisNexis search revealed two addresses linked to the petitioner, the 633 Alma street address and the 3024 California street address, and that the petitioner was likely no longer living at the 633 Alma street address.

Based on his findings, he issued a warning letter to the petitioner on August 22, 2017, which was posted on the door of the petitioner's unit and mailed to the petitioner.<sup>6</sup> In the letter, he informed her that he had "received complaints regarding an overwhelming amount of random visitors coming and going from unit 5 at 633 Alma street. The visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home."<sup>7</sup> The letter went on to warn the petitioner that the lease was in her name only and that her lease did not allow for her to sublet or assign any part of the premises. A copy of the lease with the provision prohibiting subletting and assignment was received into evidence.<sup>8</sup> The petitioner denied ever receiving the August 22, 2017, letter.

After he issued the warning letter, on August 24, 2017, the property supervisor at the time, Thomas Preston, received the email from the petitioner announcing that she was pregnant and that her boyfriend would be moving in the next day. Mr. Stewart testified that he viewed the petitioner's email as a demand and not a request to sublet. He also believed that the petitioner was using the request to sublet to her boyfriend as ruse so she could continue renting out the unit to short-term tenants. He testified that he directed the property supervisor to respond by issuing the letter dated August 28, 2017, which denied the petitioner's request to sublet to her boyfriend and informed her that if her boyfriend did move in her lease and tenancy would be terminated for unlawful subletting. The letter further stated that "if the petitioner had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that her boyfriend was moving in, the landlord would have been amendable to accommodating her request...and... if the tenant wished to revisit this issue down the road in a more appropriate fashion, then management may be more receptive".<sup>9</sup> This letter was posted on the petitioner's door and mailed on August 28, 2017. Mr. Stewart testified that the petitioner never followed up her request to sublet to her boyfriend, and to his knowledge, Cory Hamrick, the petitioner's boyfriend, never moved into the Alma street unit.

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<sup>6</sup> Exhibit 12

<sup>7</sup> Exhibit 12

<sup>8</sup> Exhibit 11

<sup>9</sup> Exhibit 2

After this letter was sent, the tenants in unit 1 reported that strangers were still coming and going from the petitioner's unit. This prompted the property management to issue a Costa Hawkins rent increase. On September 6, 2017, the property management issued a notice of rent increase to Jessica Sund and all subtenants in possession of the subject unit, stating that the original occupant, Jessica Sund, was no longer permanently residing in the unit and the rent was being increased pursuant to California Civil Code Section 1954.50, *et seq.* (Costa Hawkins Rental Housing Act).<sup>10</sup> Finally, Mr. Stewart testified that since the Costa Hawkins rent increase, he has not received reports of anyone entering or leaving the petitioner's unit.

#### Testimony of Property Manager – Ursula Morales

Ursula Morales is the onsite property manager for 633 Alma Street. She has held that position since October 1, 2017. She testified that she knows all the tenants in the building and she has never met or seen the petitioner before. She testified that she lives in unit 11, which is directly above the petitioner's unit and she has never heard a baby cry in the petitioner's unit. She further testified that sometime in November or December of 2017, she received a complaint about strangers coming in and out of the petitioner's unit as well as noise and smoke coming from the petitioner's unit. She testified that these complaints were made by the tenant in unit 6, Marissa Williams. Ms. Williams is the tenant in the unit directly across from the petitioner's unit. In response to these complaints, she went to the hallway downstairs to check on the petitioner's unit. She heard some noise, but nothing out of the ordinary, just the sound of television. Finally, she testified that she has never personally observed anyone, including the petitioner, coming in and out of the petitioner's unit.

#### Testimony of Don MacRitchie - Private Investigator

Don MacRitchie testified that he was retained to investigate the tenancy of the petitioner. He is a licensed private investigator who is licensed to gather this type of information for administrative proceedings and the data he obtains originates with the original consumer. His investigation encompassed searches of various address history databases, social media outlets, voter registration records and other public records. He has performed this type of investigation thousands of times and has been qualified to testify as an expert in court proceedings regarding false testimony about where people live and has testified as an expert in over seventy matters before the San Francisco Rent Board. He has also testified as an expert in prior proceedings before the Rent Adjustment Program.<sup>11</sup>

Mr. MacRitchie testified that during his investigation, he completed two database searches, one in December of 2017, and one in May of 2018. He

<sup>10</sup> Exhibit 1

<sup>11</sup> T16-0707 *Brown v. Wasserman*

prepared two Investigator Reports based on his findings, one for the petitioner, Jessica Sund, and one for her boyfriend, Cory Hamrick.<sup>12</sup>

His investigation of the petitioner, Jessica Sund, indicated that she first reported 633 Alma Street, Unit 5, as her current address on August 28, 2008. The database searches show that she subsequently reported 3024 California Street as her current address for the first time on July 1, 2017, and again in August of 2017. The California street address continued to be reported as her current address as recently as May 2018. On the other hand, the most recent reporting date for the Alma street address in any of the databases was December 5, 2017.

His investigation of Cory Hamrick indicated that Mr. Hamrick's current place of residence is 3024 California Street. Mr. Hamrick first reported the California street address as his address in April of 1999. The California street address continued to be reported as his sole current address as recently as March 27, 2018. Mr. Hamrick is the current owner of the California street property. The property is a two bedroom, one bathroom, single family home. Mr. Hamrick also claims a Homestead Exemption for the property. Mr. MacRitchie testified that a Homestead Exemption applies if the property is the owner's principal place of residence, and it allows the owner to claim a property tax deduction. The Tax Assessor's office also confirmed that the mailing address of record for the property is the California street address. His investigation also indicates that Mr. Hamrick is currently registered to vote at 3024 California Street. Finally, the database searches did not show any reports of the Alma street address as being associated with Mr. Hamrick.

In addition to the database searches, Mr. MacRitchie testified that he also interviewed other tenants at 633 Alma street. He interviewed the tenants after the first day of hearing in this case, and prior to the second day of hearing. He testified that he spoke to four tenants, three of them were current tenants, and one was a former tenant. The current tenants were the tenants in unit 3, 4, and 6 who all believed the petitioner had lived elsewhere for quite a while. The former tenant was also the former property manager, Kathy Espinoza, who also believed the petitioner had been living elsewhere for quite some time.

Based on his investigation Mr. MacRitchie opined that a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Street, Unit 5, but rather 3024 California Street.

#### Site Inspection

The Hearing Officer conducted a site inspection on June 4, 2018. She noted that the unit was a studio apartment, consisting of one large room, a

<sup>12</sup> Exhibits 7 and 8

kitchen, bathroom, and a closet. There was one queen size bed in the unit and a portable rock and play. There was no crib in the unit. The Hearing Officer did not observe any toys in the unit. There were two diapers, one baby lotion bottle, and a onesie laid out on a counter. The refrigerator and closets were empty.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### Petitioner's Status as a Tenant

The owner has established by a preponderance of the evidence that the petitioner no longer permanently resides at 633 Alma street, Unit 5, in Oakland but rather, 3024 California street.

The agent of the owner, Lucky Stewart, testified credibly that shortly after acquiring the Alma street property in June of 2017, he received multiple complaints from tenants about strangers going in and out of the petitioner's unit freely, with keys to the unit, while the petitioner herself was nowhere to be seen. He also personally observed a blonde couple exiting the petitioner's unit with luggage, speaking a foreign language, and ignoring his attempts to communicate. Based on this information, he did an internet search that revealed a baby registry for the petitioner and her boyfriend, Cory Hamrick, as well as listings by Mr. Hamrick, purporting to rent out an unspecified unit on couch surfing sites. He testified that this search further fueled his suspicions that the petitioner did not reside in the subject unit and that instead, the petitioner was unlawfully subletting her unit to short-term tenants. This testimony is corroborated by the investigator, Don MacRitchie, who testified that records show the tenant first began listing the California street address as her current address on July 1, 2017. Based on this evidence, it is more likely than not that the petitioner was no longer permanently residing at the Alma street address since at least July 1, 2017.

The petitioner's testimony that she temporarily moved from the Alma street address to the California street address in October of 2017, after her request to have her boyfriend move into her unit was denied, is simply not credible. The Hearing Officer finds it implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the petitioner's studio apartment, especially considering that the couple was expecting a baby in October of 2017. Choosing to move in together into a small studio apartment in anticipation of a newborn baby when the option of a two-bedroom house was readily available does not seem reasonable.

The tenant herself testified that she has been staying at the California street address since October of 2017, and has no immediate plans to move back into the Alma street apartment. She further testified that she only visits the Alma street apartment once or twice a week, to water the plants and check on the

apartment, but she does not carry out daily living activities in the Alma street unit. She does not sleep there, or cook there on a regular basis. Although it is undisputed that the petitioner has been paying her rent for the Alma street apartment, paying rent alone is not sufficient to establish that the unit is being occupied as a permanent residence.

The owner argued that the petitioner has no intention of occupying the unit as her primary residence. She is holding on to the unit at a below market rate so she can rent it out to short-term tenants. He further argued that the petitioner's boyfriend never intended to move into the Alma street address and instead the request by the petitioner to have her boyfriend move in was merely a ruse to allow her to continue renting out her unit to short-term tenants for her own financial advantage. The Hearing Officer finds this argument persuasive.

Additionally, the testimony of Don MacRitchie, the investigator, is substantial evidence of the fact that the petitioner has not occupied 633 Alma Street, Unit 5, as her permanent place of residence since July 1, 2017.

Finally, the Hearing Officer's onsite inspection of the Alma street apartment indicates that the petitioner does not live there. The apartment was sparse and the closet and refrigerator were empty. In addition, the apartment did not have any evidence of a child residing in the unit, aside from the rock and play and some diapers strategically laid out on a counter. The apartment did not have toys or any other children's furniture.

Based on the evidence and testimony, it is more likely than not that the petitioner has not occupied the subject unit as her primary residence since at least July 1, 2017.

#### Costa-Hawkins

California Civil Code Section 1954.53(d) states in part:

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit....

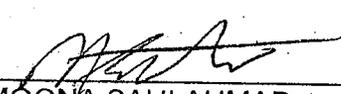
The testimony and documentary evidence constitute substantial evidence that the petitioner no longer permanently resides in the subject unit and therefore lacks standing to file this petition.

**ORDER**

1. The petitioner lacks standing to file this petition because she no longer resides at 633 Alma Street, Unit 5, Oakland, California, and has not resided at this address since July of 2017.
2. Petition T18-0018 is DENIED.

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

Dated: December 20, 2018

  
\_\_\_\_\_  
MAIMOONA SAHI AHMAD  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T18-0018**

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

**Documents Included**

Hearing Decision

**Manager**

Thomas Preston  
633 Alma Avenue  
Oakland, CA 94619

**Manager**

Ursula Morales  
633 Alma Avenue  
Oakland, CA 94619

**Owner**

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC  
1717 Powell Street #300 c/o Russell B. Flynn  
San Francisco, CA 94133

**Owner Representative**

Gregory McConnell, The McConnell Group  
300 Frank Ogawa Plaza Suite # 460  
Oakland, CA 94607

**Owner Representative**

JR McConnell, The McConnell Group  
300 Frank Ogawa Plaza Suite #460  
Oakland, CA 94607

**Tenant**

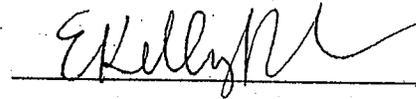
Jessica Sund  
633 Alma Avenue #5  
Oakland, CA 94610

**000158**

**Tenant Representative**  
Paul Kranz  
639 San Gabriel Avenue  
Albany, CA 94706

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 20, 2018 in Oakland, CA.

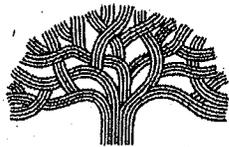


Esther K. Rush

Oakland Rent Adjustment Program

000159

CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM



CITY OF OAKLAND

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

For date stamp

**RECEIVED**

JAN 09 2019

RENT ADJUSTMENT PROGRAM  
OAKLAND APPEAL

Appellant's Name Jessica Sund		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 633 Alma Avenue # 5 Oakland, California 94610			
Appellant's Mailing Address (For receipt of notices) 633 Alma Avenue # 5 Oakland, California 94610		Case Number T18-0018	Date of Decision appealed 12/20/2018
Name of Representative (if any) Paul Kranz, Esq.	Representative's Mailing Address (For notices) 639 San Gabriel Avenue Albany, California 94706		

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: \_\_\_\_\_. Please see attachments

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

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

<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

Paul L. Kenz	01/09/2019
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

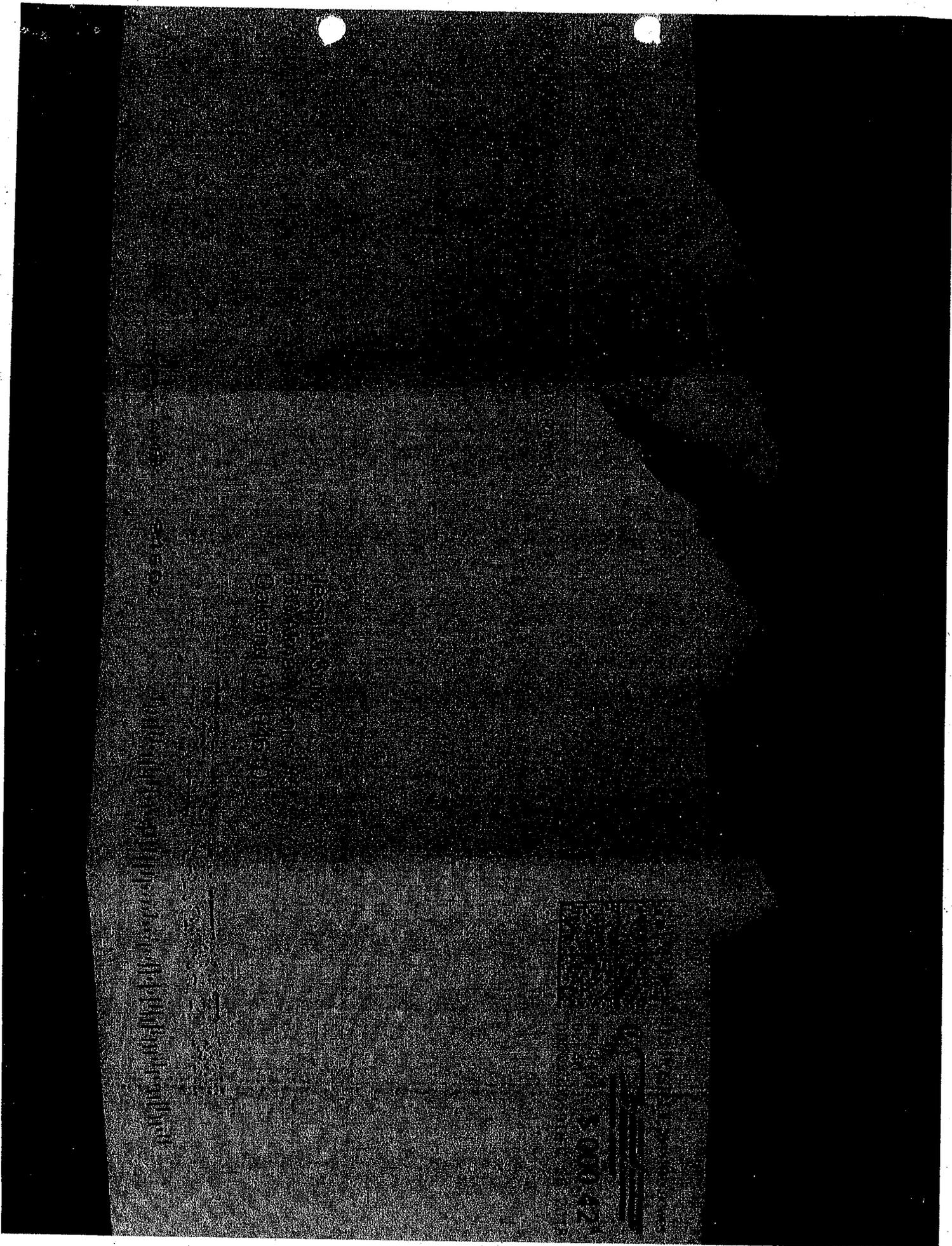
For more information phone (510) 238-3721.

## ATTACHMENT 1

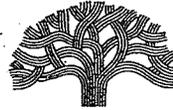
Petitioner will further submit a brief not to exceed twenty-five (25) pages.

Petitioner also does not waive her right to contest the time lines for her appeal on the ground that the date indicated on the proof of service (December 20, 2018) attached to the subject Hearing Decision is inaccurate. The dates stamped by the postage meter on each of the envelopes in which the Hearing Decision was separately and respectively mailed to Petitioner and to her attorney show that postage was affixed on December 26, 2018—not six days earlier, on December 20, 2018, as declared on the proof of service. Copies of the envelope received by Petitioner and of the envelope received by her attorney are attached as Attachment 2.

**ATTACHMENT 2**

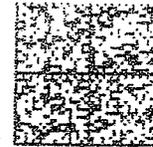


CITY OF OAKLAND

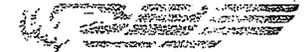


HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT  
RENT ADJUSTMENT PROGRAM  
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OAKLAND, CA 94612-0234

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**PROOF OF SERVICE**  
**Case Number T18-0018**

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 9, 2019, I caused the within:

**CITY OF OAKLAND RENT ADJUSTMENT-APPEAL**

to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn  
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC  
1717 Powell Street # 300  
San Francisco, California 94133

Gregory McConnell  
The McConnell Group  
300 Frank Ogawa Plaza Suite # 460  
Oakland, California 94607

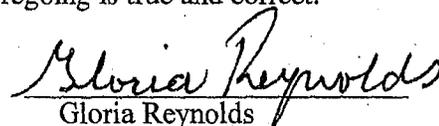
JR McConnell, The McConnell Group  
300 Frank Ogawa Plaza Suite # 460  
Oakland, California 94607

Thomas Preston  
633 Alma Avenue  
Oakland, California 94619

Ursula Morales  
633 Alma Avenue  
Oakland, California 94619

Executed Albany, California on January 9, 2019.

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

  
Gloria Reynolds

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Jessica Sund v. Vernon Street  
Apartments, LP

T18-0018  
633 Alma Street  
#5

Petitioner Jessica Sund appeals from the decision of Hearing Officer Maimoona Sah Ahmad. Petitioner notes for the record that her petition was filed on November 29, 2018. The hearing commenced six months later, on May 30, 2018, and concluded on June 4, 2018. The decision was not issued for more than six months, on December 20, 2018. According to the proof of service, it was mailed on December 20, 2018, but the envelope containing has a December 26, 2018 postmark.

Petitioner also notes for the record that the attachments hereto (other than the attachments which are excerpts from the witnesses' testimony on May 30th and June 4th, 2018) were submitted at the hearing, either by her counsel or Respondent's counsel or both, but have been renumbered for expediency's sake. As for the excerpts from the witnesses' testimony are concerned, these are marked according to where each begins and ends in the audio recording on the initial day of testimony, May 30<sup>th</sup>.

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**INTRODUCTION**

Petitioner Jessica Sund brought the petition because, within days of notifying her landlord that she was pregnant and that her boyfriend and father of her child would begin to stay in the unit, her landlord served her with notice that her rent was being more than doubled. Unable to pay the increased rent, and after consulting with an attorney, she filed this petition and then began to stay in her boyfriend's residence.

Because Ms. Sund's newborn daughter had serious health conditions requiring 24-hour monitoring, it was necessary for her and the baby's father's to live together; moreover, the necessity for monitoring was ongoing. It was absolutely unreasonable for Ms. Sund to consider residing in her apartment under these conditions. Ms. Sund testified on the first day of the hearing that she did and does not know whether the relationship with her daughter's father would be permanent. For this reason, staying with at her boyfriend's home with their child has been intended as "temporary".

The landlord did not present any evidence to contradict these facts. The landlord contrived the story that Ms. Sund was residing with her boyfriend because she was subletting her unit in order to take advantage of its below-market rent and make a profit. But the landlord did not present an iota of credible and competent evidence to support its claim. With the exception of a single claimed sighting by the landlord's "asset manager"—who claimed he once saw a

Petitioner's Brief in Support of Appeal  
000167

tall, blonde couple speaking German exiting her unit with luggage—the landlord had no other evidence to support subletting. Indeed, the decision relies heavily on this purported sighting by the asset manager, Lucky Stewart. But Mr. Stewart also testified that this alleged one-time sighting was not the cause of the attempted rent increase. He said it was later sightings, observed by property managers he never identified, and by certain tenants, none of whom testified. Nonetheless, the tenants reported nobody coming and going from Ms. Sund's unit, according to testimony of the landlord's private investigator who had interviewed them. And the only property manager who testified—the landlord's own 24/7 on site property manager—stated that she *never* saw any other persons using Ms. Sund's unit and knew of no evidence of subletting. Finally, the private investigator, who the landlord (and the hearing officer) characterized as a qualified "expert" on such matters, opined that Ms. Sund was *not* subletting; i.e., that there was not evidence to support his client's contention.

That a hearing officer could find that Ms. Sund's pregnancy, and her request for her baby and her baby's father to be able to stay in her unit, was "merely a ruse to allow her to continue renting<sup>1</sup> out her unit to short-term rentals for her own financial advantage", is simply incredulous and offensive, and in blatant disregard of the evidence.

#### STATEMENT OF FACTS

Jessica Sund is a 41-year old single woman. She has lived at the subject premises, 663 Alma Street #5, since 2008. She has worked as an elementary and middle school science teacher, and is currently earning a graduate degree in water resource management. On Friday, August 24, 2017, she notified her landlord by written email that she was expecting a baby in October and that her boyfriend and father of her expected newborn, as well as the newborn, would be staying in her unit. (See Attachment 1.) In a letter dated August 28, 2017, which Ms. Sund actually received about a week later (it was postmarked September 7), property manager Thomas Preston rejected her request because it had been "couched as a "demand". (See Attachment 2.) Per Mr. Preston, any request had to be made "well in advance of the requested move-in date, and thereafter providing necessary information to and documentation to

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<sup>1</sup>The landlord's "asset manager", Lucky Stewart, testified that the [alleged] subletting stopped shortly after Ms. Sund received the rent increase notice in early September, 2017

management.” (*Ibid.*) On that same day and on the following day, August 29, 2017, Ms. Sund called Preston three times to further discuss her request. (See Attachment 5, pp. 1–2.) Neither Preston or anyone else on behalf of the landlord responded; Preston did not return her phone messages; he did not respond by email or by letter. (See *ibid.*) Instead, the next communication Ms. Sund received from the landlord was on or about September 6, 2017, when the landlord personally served Ms. Sund with a Notice of Change Terms of Tenancy-Rent Increase Notice [Costa-Hawkins], increasing her rent from \$908.67 to \$2,095, and stating that “Jessica Maggie Sund no longer resides at the Premises and that all current occupants are subsequent occupants and subleases . . . .” (See Attachment 3; Attachment 5, p. 3.) In fact, there were no other current or subsequent occupants and subleases (Ms. Sund testimony cite) at the subject premises and Ms. Sund still resided there by herself (See Attachment 5, p. 2.)

Ms. Sund’s reaction to the notice was “fear” because she could not afford that rent and was about to have a baby. (See Exhibit 5, p. 4.) Around that time, she began staying with her boyfriend. (See Exhibit 5, pp. 7, 11–12.) She believed that if she continued to stay at the subject premises, she would have to pay the increased rent, and she also wanted the support of her boyfriend and father of her expected newborn. (See Exhibit 5, pp. 4, 6, 7.) She was 41 years old and this was going to be her first birth. She also retained counsel and the subject petition was filed.

Ms. Sund also continued to stay with her boyfriend after the baby was born because of medical issues the baby suffered that required 24-hour monitoring. (See Exhibit 5, P. 4.) These were serious medical problems; potentially life-threatening. (See *ibid.*)

#### **The Hearing Officer’s Decision and Findings**

The hearing officer’s decision relies on testimony from the landlord’s “asset manager” Lucky Stewart stating that: the subject property was acquired by his employer in June 2017; that shortly thereafter, he received reports from tenants that Ms. Sund was subletting and strangers with keys to her unit were entering the unit and the Ms. Sund was no longer there<sup>2</sup>; that he personally observed a tall blond couple with luggage coming out of the unit, speaking a foreign

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<sup>2</sup>See Exhibit 6, pp. 1–2

language, who ignored him when he tried to speak to them<sup>3</sup>; that, based on this information, he had counsel conduct an investigation involving LexisNexis, which identified a second address (the California Street address) "linked to" Ms. Sund and which prompted his attorney to say, "Yeah, she's no longer living there."<sup>4</sup> He also testified this led to an internet search and to him locating a baby registry connected to Ms. Sund and Cory Hamrich, her boyfriend<sup>5</sup>; as well as to him locating on-line "couchsurfing[.com]" listings "from them renting out apartments in, under her or Cory's name."<sup>6</sup> And that, based on this information, he issued a letter dated August 22, 2017, warning her not to sublet.

In the August 22 letter, signed "The Management," Mr. Stewart claimed that property managers had noticed and received complaints of an "overwhelming amount of random visitors coming and going from [her] unit, and with keys to the unit." (See Attachment 4.) Ms. Sund testified that she never received the letter. (See Attachment 5, p. 10.) With the exception of Lucky Stewart's testimony that he had personally observed what he believed to be an "international" couple (tall, blonder, speaking a foreign language), nothing else he testified to was supported by admissible evidence. There was no admissible evidence of any internet search conducted by him or the landlord's attorney; no evidence of "managers" noticing any suspected sublessees<sup>7</sup>; no evidence of an "overwhelming amount of random visitors." (Cite basically all attachments consisting of the owner's testimony.) As for the "couchsurfing"<sup>8</sup> posts, Stewart later

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<sup>3</sup>See Attachment 6, p. 2

<sup>4</sup>See Attachment 6, pp. 2-3

<sup>5</sup>See Attachment 6, pp. 3, 24,

<sup>6</sup>See Attachment 6, p. 3; see also pp. 10-11, 7-8

<sup>7</sup>Lucky Stewart was the only "manager" who claimed to have seen any potential sublessees, and he only claimed to have seen on one occasion the German or "international" couple. Moreover, the landlord called the on-site property manager, who testified that she is on site about "24/7", and had never seen *any* such sublessees connected to Ms. Sund's unit.

<sup>8</sup>A couchsurfing profile for Cory Hamrich remains available at <https://www.couchsurfing.com/people/coryhamrick> . It indicates Mr. Hamrick has not even logged into his account for about three years; i.e., since around 2016.

changed his testimony, saying that he didn't recall or see any reference to any specific address; that the listings don't typically refer to any specific address. (See Attachment 6, pp. 8–10.) He further testified that he saw no couchsurfing listing pertaining to Ms. Sund. (See Attachment 6, pp. 7–8.) The couchsurfing testimony was also hearsay.

Stewart characterized the August 22<sup>nd</sup> letter, sent after his claimed "international" couple sighting, as a "warning". (See Exhibit 6, pp. 4, 7.) Stewart went on to explain, "Then when we saw that it [subletting and/or assignment] was still continuing, and it was observed that there were still people coming and going and not the tenant, we resorted to serving the Costa-Hawkins." (See *id.*, p. 4.) Not only were there no documents or declarations or notes (including the landlord's private investigator's reports) to support any subletting (persons "coming and going" from Ms. Sund's unit) after August 22 or at any time, but there were *no firsthand accounts of any person(s) coming and going whatsoever*, other than the "international" couple Mr. Stewart claimed he'd seen. (See Attachments 6–7, inclusive.) The only property manager who testified—the landlord's 24/7 on-site property manager Ursula Morales—stated that *she never saw anyone coming and going from Ms. Sund's unit, either*. (See Attachment 7, p. 7.) Yet, the lack of evidence of anybody coming and going is nowhere cited or acknowledge in the hearing officer's decision.

Also, after initially testifying that she'd been informed of "strangers coming in and out of" Ms. Sund's unit, Ms. Morales later testified that she'd received just one such complaint from a single tenant, in around November or December 2017. (See Attachment 7, inclusive.) The complaining tenant had reported "smoke and noise," apparently attributed to Ms. Sund's unit. (See Attachment *id.*, p. 2.) When Ms. Morales went downstairs to investigate, she found "nothing out of the ordinary" and just some TV noise. (See Attachment *id.*, p. 3.) The purported single-tenant complaint is inadmissible; it's hearsay. Although Morales testified that it was sent to her by email (See Attachment *id.*, p. 5), no email was offered as evidence. And on cross-examination, Morales testified that the complaint was "more about" noise than anything else. (See Attachment 7, p. 5.) Finally, when asked by the hearing officer if it amounted to "just that one complaint over the holidays about the smoke and noise, Ms. Morales replied, "M-hm" (See *id.*, p. 6.). None of these inconsistencies or lapses in the testimony are cited or acknowledged in the hearing officer's decision.

Thus, between the time that the August 22 "warning" letter was purportedly sent and September 6, when the Costa-Hawkins rent increase notice issued, *nothing new had happened—except that, on August 24<sup>th</sup>, the owner was notified by Ms. Sund that she was pregnant, and that Mr. Hamrick, the baby's father, would be moving in.*

Here it should also be noted that the hearing officer in her decision incorrectly quotes the landlord's responsive letter dated August 28th as stating: "[I]f [you] had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that [your] boyfriend was moving in, the landlord would have been amenable to accommodating [your] request...and...if the [you wish] to revisit this issue down the road in a more appropriate fashion, then management may be more receptive". The letter does not say that. (See Attachment 4.) It says that the landlord is *typically* "amenable" and that "down the road...management *may* be more receptive" [emphasis added]. Hardly reassuring to a soon-to-be new mother expecting a baby in the 4-6 weeks, whose phone calls to further discuss the issue are ignored, and who then receives a rent increase she cannot afford.

/ / /

Returning to Mr. Stewart's testimony, it should be noted that there are surveillance cameras at the property. According to Stewart's testimony, at the time of the hearing there were about five cameras total. (See Attachment 6, p. 18.) These included a camera at the back of the first floor, where Ms. Sund's unit is located, near an emergency exit. (See *ibid.*) Also, there were multiple cameras in front of the building. (See *ibid.*) Mr. Stewart further testified that he never checked any cameras for recordings of the people he'd claimed have keys to Ms. Sund's apartment. (See Attachment 6, pp. 21-21.) When asked why, his incredible answer was, "If I thought it was an important issue, I would have produced the footage." (See *id.*, p. 21.) The hearing officer omits in her decision *any reference to the fact that there were cameras, and to the fact that no footage was produced at all.*

Apart from the hearing officer's misplaced reliance on Mr. Stewart's testimony, she also relied on the testimony Don MacRitchie, the private investigator hired by the owner through counsel. Her summary of this testimony concludes, "MacRitchie opined that a preponderance of the evidence supports a conclusion that Ms. Sund's permanent place of residence is not the

subject property . . . [.]”<sup>4</sup> (See Hearing Decision (“Decision”), p. 6.)

“Permanent place of residence” in the context of Costa-Hawkins is a legal issue, and an expert is prohibited from testifying as to a legal conclusion. “There are limits to expert testimony, not the least of which is the prohibition against admission of an expert’s opinion on a question of law. This limitation was recognized by this court in *Ferreira v. Workmen’s Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120 [112 Cal. Rptr. 232].” (*Summers v. A.L. Gilbert Co.* (1999) Cal. App. 4<sup>th</sup> 1155, 1178.) What the hearing officer’s decision failed to cite or even mention is that the *landlord’s expert, MacRitchie—who’d conducted extensive data-base searches in the course of investigating Ms. Sund’s status— testified that he was unable to identify a single individual who’d ever sublet Ms. Sund’s unit. (27: 13-). And he admitted that he knew of no evidence that she was subletting. Therefore, his opinion was Ms. Sund was not subletting.*

After the first day of testimony, MacRitchie was asked to interview four tenants from the subject premises. (The first day of testimony was Friday, May 30<sup>th</sup>.) He did so. None of them knowledge of any other persons associated with Ms. Sund’s unit, according to his testimony as follows:

MR. KRANZ: DID ANY OF THEM TELL YOU THAT PERSONS OTHER THAN MS. SUND WERE STAYING THERE?

MACRITCHIE: THEY DIDN’T. THEY THOUGHT IT POSSIBLE.

MR. KRANZ: OKAY. AND WHICH PERSONS TOLD YOU THEY THOUGHT IT POSSIBLE?

MACRITCHIE: ALL DIDN’T HAVE DEFINITE KNOWLEDGE, AND THEY ALL WERE AWARE THAT THERE WERE PEOPLE THAT WERE THERE IN THE BUILDING THAT WEREN’T ASSOCIATED WITH APARTMENTS, AND THEY DIDN’T KNOW FOR CERTAIN WHICH APARTMENT THEY WERE ASSOCIATED WITH. SO THEY THOUGHT THEY WERE SOME TYPE OF SUBTENANTS, BUT THEY COULD NOT DEFINITELY ASSOCIATE WITH MS. SUND’S APARTMENT.

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<sup>4</sup>This opinion was offered in Mr. MacRitchie’s investigative report on Ms. Sund, rather than during testimony.

MR. KRANZ: AND DID YOU ASK THEM FOR — IF THEY HAD ANY INFORMATION ABOUT THESE ALLEGED SUBTENANTS ?

MACRITCHIE: YES.

MR. KRANZ: AND WHAT DID THEY TELL YOU ?

MACRITCHIE: WHAT I JUST TOLD YOU.

## ARGUMENT

### I. There Was Not Substantial Evidence To Support the Decision.

Substantial evidence means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. (See *Richardson v. Perales* (1971) 402 U.S. 389, 401; *Gebhart v. SEC*, 595 F.3d 1034, 1043 (9th Cir. 2010); *Howard ex rel. Wolff v. Barnhart* (Howard) (9th Cir. 2003) 341 F. 3d 1006, 1011.) The records as a whole must be considered, weighing both the evidence that supports and the evidence that detracts from the agency's decision. (See *Mayes v. Massanari* (9th Cir. 2001) 276 F.3d 453, 459; see also *Int'l Union of Painter & Allied Trades v. J & R Flooring, Inc.* (9th Cir. 2011) 656 F.3d 860, 865; *Hawaii Stevedores, Inc. v. Ogawa*, (9th Cir. 2010) 608 F.3d 642, 652 ("The ALJ is expected to consider the record as a whole, including all witness testimony and each medical report, before entering findings"). The court must affirm where there is such relevant evidence as reasonable minds might accept as adequate to support a conclusion, even if it is possible to draw contrary conclusions from the evidence. (See *Howard*, 341 F.3d at 1011.)

When the record as a whole is reviewed, reasonable minds cannot find that there was adequate evidence to support the conclusions of the hearing officer. Reasonable minds could not differ as to whether the conclusions drawn by the hearing officer were justified by the evidence, because they were not. The decision was not supported by substantial evidence.

### II. The Decision Constitutes An Abuse of Discretion.

An abuse of discretion is a plain error, discretion exercised to an end not justified by the evidence, a judgment that is clearly against the logic and effect of the facts as are found. (*Rabkin v. Oregon Health Sciences Univ.* (9th Cir. 2003) 350 F.3d 967, 977 (citation and internal quotation marks omitted); see also *In re Korean Air Lines Co., Ltd.* (9th Cir. 2011) 642 F.3d 685, 698 n.11.)

Under the abuse of discretion standard, a reviewing court cannot reverse absent a definite and firm conviction that the district court committed a clear error of judgment in the conclusion it reached upon a weighing of relevant factors. (See *McCullough v. Johnson, Rodenburg & Lauinger, LLC* (9th Cir. 2011) 637 F.3d 939, 953; *Valdivia v. Schwarzenegger* (9th Cir. 2010) 599 F.3d 984, 988 (citing *SEC v. Coldicutt* (9th Cir. 2001) 258 F.3d 939, 941.

The hearing officer's exercise of discretion reflects judgement that was clearly against the logic and effect of the facts. Her selective use of evidence, mischaracterization and misstatement of other of evidence, and patent lack of objectivity, as evinced in her decision, demonstrates a judgement inconsistent with logic and the facts. She consistently relies on evidence that was inadmissible, while at the same entirely ignoring other evidence (much of which was submitted by the Respondent).

The decision thus reflects an abuse of discretion, all of which in Respondent's favor, and demonstrates a lack of objectivity and a prejudice towards Petitioner.

**III. In Disregard of the Evidence, the Hearing Officer Arrived at the Unwarranted Conclusion, "The Petitioner's Testimony that She Temporarily Moved from the Alma Street Address to the California Street Address in October of 2017, After Her Request to Have Her Boyfriend Move Into Her Unit Was Denied, is Simply Not Credible"**

This conclusion was at best misguided, as was her ancillary conclusion, "It is implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the Ms. Sund's one-bedroom apartment." (See Decision (Statement of Facts and Conclusions) at p. 7.)

Ms. Sund testified that she and her boyfriend had been together just two years; that were not married and that she did not know if the relationship would be permanent. (KR note 36.) For these reasons, she was not certain about where she would continue to live. She also testified that her baby was born with and still suffered from a serious, even potentially life-threatening condition that required around-the-clock monitoring, a circumstance that required her to live with her boyfriend.

This evidence was, further, undisputed.

The phenomena of single women choosing to have children is commonplace in our society, and hardly novel. This is reflected in the fact that it is now illegal to discriminate based

on familial status. In addition, the phenomena of children splitting their time between parents who live in different locations is ubiquitous in our society. Therefore, the hearing officer's above conclusions are unsupported by evidence, tone-deaf to contemporary realities, and inconsistent with the evidence that was submitted. Each was altogether unwarranted.

**IV. Under CACI No. 203, The "Evidence" Respondent's Submitted and Cited in the Decision the Decision Deserved To Be Viewed With Distrust and Rejected.**

CACI No. 203, entitled *Party Having Power to Produce Better Evidence*, provides as follows:

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

Examples of Respondent's failure to provide stronger evidence when it could have or ostensibly could have produced stronger evidences are numerous and have been recounted above. They include Respondent's failure to produce employees claimed to have relevant information, and failure to produce declarations, documents, video footage, etc.. Indeed, testimony from Respondent's own witnesses was sufficient to defeat, and should have defeated, its claims. Respondent called three witnesses. Each offered significant evidence contradicting or inconsistent with Respondent's claims.

Its asset manager testified that the siting of the "international" couple was *not* itself the cause of the rent increase.

Respondent's 24/7 on-site property manager testified that she never saw a possible a sublessee and in effect had no evidence that Respondent ever sublet. And Respondent's private investigator, who Respondent and the hearing officer insisted was an expert, found no evidence of subletting.

Also, Respondent offered no explanation for why it never responded the emails and phone calls Ms. Sund made to discuss her boyfriend and their baby staying in her unit. Moreover, Respondent never explained why its August 28<sup>th</sup> letter stated that it would be "amenable" to considering Ms. Sund's request when it allegedly already believed and was allegedly already investigating—and had received information that—Ms. Sund was subletting in

violation of her lease. Either the August 28<sup>th</sup> letter was disingenuous, or the landlord did not believe that Petitioner was subletting—if not *both*.

Ms. Sund testified on the first day of the hearing that she never received an August 22<sup>nd</sup> letter warning her about subletting. The letter was anonymously signed, "The Management." And why didn't Stewart, who said he wrote the letter, testify that *he* posted and mailed it? (KR note 48.) Also, given the weight Respondent places on that letter, why didn't its private investigator interview Mr. Stewart about the details it contained? Why wasn't a declaration from Mr. Stewart presented, at least by the second day of the hearing, five days later?

**V. The Residential Rental Adjustment Program and Appeals Board Are Authorized Under Costa-Hawkins to Regulate or Monitor the Grounds for Eviction.**

In August 1995, California enacted Civil Code sections 1954.50 through 1954.535, the Costa-Hawkins Rental Housing Act (Costa-Hawkins), which established "what is known among landlord-tenant specialists as 'vacancy decontrol,' declaring that '[n]otwithstanding any other provision of law,' all residential landlords may, except in specified situations, 'establish the initial rental rate for a dwelling or unit.'" (*DeZerega v. Meggs* (2000) 83 Cal. App. 4th 28, 41, 99 Cal. Rptr. 2d 366; see Civ.Code § 1954.53, subd. (a).) The effect of this provision was to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (*Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351, 119 Cal. Rptr. 2d 741.) However, the Legislature was well aware, however, that such vacancy decontrol gave landlords an incentive to evict tenants that were paying rents below market rates. (*Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal. App. 4th 488, 492, 130 Cal. Rptr. 2d 819). Accordingly, the Costa Hawkins statute expressly preserved the authority of local governments "to regulate or monitor the grounds for eviction." (Civ.Code § 1954.53, subd. (e).)

**A. The Evidence Establishes a Case of Constructive Eviction.**

The evidence here establishes a constructive eviction of Ms. Sund because the rent increase Respondent sought meant that Ms. Sund would no longer be able to reside in her unit. She testified she cannot afford a more than doubling of her rent. The rent board cannot meaningfully monitor or regulate the grounds of this eviction without examining the reasons for

it. Petitioner contends that the reason was her request that her boyfriend and baby's father, and later their child, be able to reside in her unit.

Ms. Sund had a right to have the father of her expected child and their daughter move in with her. This right accrued when she notified the landlord of as much. It was improper and offensive for the landlord to insist that Ms. Sund had to wait to "revisit this issue down the road," and it violated her rights. Further, her immediate subsequent phone calls to do just that were ignored by the landlord, until the landlord served her with the Notice of Change of Terms-Rent Increase.

It is illegal to discriminate in housing based on pregnancy or family status, under both state (FEHA, DFEH) and federal (FHA, HUD) law and agency regulations. The landlord cannot impose conditions on Petitioner's exercise of that right. That Respondent ignored the phone calls Petitioner made in an effort to exercise that right was unreasonable—especially after it had stated that it would consider her request, i.e., that it would "revisit this issue". The landlord never responded except by way of a notice of rent increase. This was despite the fact that it had already independently verified that Petitioner was pregnant and who the father was. (KR note 53.) Respondent never asked for any additional information. This evidence establishes an attempted illegal eviction.

**B. The Evidence Establishes a Case of Retaliation.**

It was within days of Petitioner's request that the Respondent served her with a notice of rent increase. That this occurred within days after Petitioner sought to exercise certain rights provided to her by law. This is undeniable. The *only* response or communication Petitioner *ever* received after seeking to exercise these rights was the notice of rent increase. This was retaliation. Therefore, the rent increase being sought is impermissible.

**C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.**

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without

good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In other short, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent [and to thereby effectively evict her]. The hearing officer's refusal to consider this evidence was error.

**VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.**

The effect of section 1954.53, subdivision (a)<sup>5</sup> of Costa-Hawkins is to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (See *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal. App. 4th 345, 351.) Section 1954.53, subdivision (d)(2) further provides,

---

<sup>5</sup>Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a *lawful sublessee or assignee* [emphasis added].

That Ms. Sund is the original occupant in lawful possession of the subject unit is in uncontested. There is no claim that at any time she notified the owner any intent to vacate or terminate her tenancy.<sup>6</sup> The dispute here revolves whether or not Ms. Sund has continued to permanently reside in her unit.

The word "permanently" is undefined in Costa-Hawkins *except* with reference to subletting and assignment. (See *ibid*; see also §1954.51.) Yet, implicit in the statutory language is that a rent increase is unwarranted absent the creation of a new tenancy. (See § 1954.53 subd. (a) & (d)(2).)

Here, there was no new tenancy: Contrary to the owner's theory of this case and the hearing officer's decision, there is no substantial or admissible evidence that Ms. Sund sublet or assigned the unit at any time since the inception of her tenancy in July, 2008. For the above reasons, subdivision (d)(2) is inapplicable.

/ / /

Submitted 1/24/19

Paul Kranz  
Paul Kranz,  
Esq

---

<sup>6</sup> Indeed, as she testified on May 30<sup>th</sup> and as was earlier stated, she continues to retain personal possessions at 633 Alma Street, receive certain items of mail there, use the shower, occasionally eat, take care of her plants, and so forth.

# Attachment 1

Update

1 message

J. Sund <jesssund@gmail.com>  
To: 633alma@gmail.com

Thu, Aug 24, 2017 at 10:19 AM

August 24, 2017

Jessica Sund  
633 Alma Ave. #5  
Oakland, CA 94610  
jesssund@gmail.com

Thomas Preston, Property Supervisor  
Alma Apartments, LP  
633 Alma Ave.  
Oakland, CA 94610  
(510) 775-1081  
t.preston@prsmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #5, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this em to you because I do not have a mailing address for you.

Thank you.

Sincerely,  
Jessica Sund  
(510) 206-5436

8/24/17 T. Preston sent email (above). no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage "

no reply

## **Attachment 2**

**000183**

# Alma Apartments LP

633 Alma  
Oakland, CA

Jessica Sund  
633 Alma # 5  
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



Thomas Preston

Property Supervisor

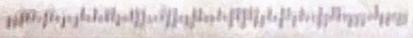
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OAKLAND CA 946  
SEP 2017 PM 7 L



Jessica Maggie Sund  
All Other Counties  
633 Alma Street #5  
Oakland, CA 94610

94610-082705



B193

000185

## **Attachment 3**

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY**  
**-RENT INCREASE NOTICE-**

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5  
City of Oakland, County of Alameda, State of California 94610  
--including all associated housing privileges-- (the "Premises")

---

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

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Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

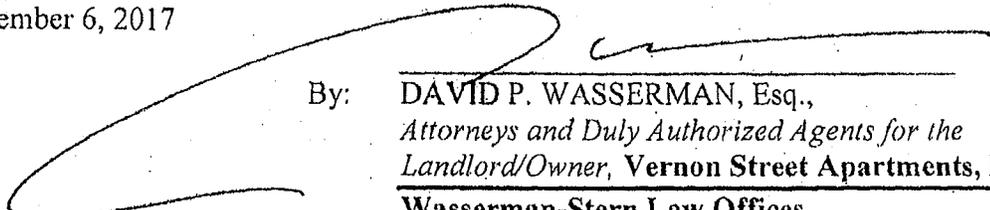
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: September 6, 2017

**WASSERMAN-STERN**

By:  **DAVID P. WASSERMAN, Esq.,**  
*Attorneys and Duly Authorized Agents for the*  
**Landlord/Owner, Vernon Street Apartments, LP**

**Wasserman-Stern Law Offices**

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax. No.: (415) 567-9696

Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)

# CITY OF OAKLAND



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

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

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_

(Date)

(Tenant's signature)

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

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

DAVID P. WASSERMAN, ESQ. (171923)  
WASSERMAN-STERN LAW OFFICES  
2960 Van Ness Avenue, Suite B  
San Francisco, California 94109

(415) 567-9600

Attorneys for: 633 ALMA STREET  
Insert name of court, judicial district and branch court, if any:

Ref. No. Or File No.  
W2683460

Plaintiff:  
633 ALMA STREET

Defendant:  
JESSICA MAGGIE SUND (original occupant)

**POS BY MAIL**

Hearing Date:

Time:

Dept/Div:

Case Number:

At the time of service I was at least 18 years of age and not a party to this action.  
On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL  
RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully  
prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS  
633 Alma Avenue, Unit 5  
Oakland, CA 94610

Person serving:  
Scott Lane  
Wheels of Justice, Inc.  
52 Second Street, Third Floor  
San Francisco, California 94105  
Phone: (415) 546-6000

a. Fee for service:  
d. Registered California Process Server  
(1) Employee or independent contractor  
(2) Registration No.: 1126  
(3) County: San Francisco

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

Date: September 6, 2017

Signature: \_\_\_\_\_

Scott Lane



## **Attachment 4**

Alma Apartments, LP

633 Alma Ave.  
Oakland, CA 94610

August 22, 2017

Jessica Sund  
633 Alma Apt. 5  
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance  
Sincerely yours,

Management

000192

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**PROOF OF SERVICE**  
**Case Number T18-0018**

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 24, 2019, I caused the within:

**RESIDENTIAL RENT ADJUSTMENT PROGRAM—**  
**PETITIONER JESSICA SUND'S BRIEF IN SUPPORT OF APPEAL;**  
**ATTACHMENTS TO APPEAL**

to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn  
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC  
1717 Powell Street # 300  
San Francisco, California 94133

Gregory McConnell  
The McConnell Group  
300 Frank Ogawa Plaza Suite # 460  
Oakland, California 94607

Executed in Albany in the County of Alameda, California, on January 24, 2019.

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

*Gloria Reynolds*  
\_\_\_\_\_  
Gloria Reynolds

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

**Notice Of Errata and Amended Submission In Support  
Of Appeal of Hearing Officer's Decision**

**CASE NO. T18-0018**

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**JESSICA SUND,**  
*Petitioner and Tenant*

v.

**VERNON STREET APARTMENTS, LP, AKA FLYNN FAMILY HOLDINGS,  
LLC.,**  
*Owner and Respondent.*

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**LAW OFFICES OF PAUL L. KRANZ**  
PAUL L. KRANZ (BAR NO. 114999)  
639 SAN GABRIEL AVENUE  
ALBANY CA 94706  
(510) 549-5900  
[kranzlaw@sbcglobal.net](mailto:kranzlaw@sbcglobal.net)

ATTORNEYS FOR PETITIONER  
**JESSICA SUND**

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2019 JAN 29 AM 11:25

000194

NOTICE OF ERRATA

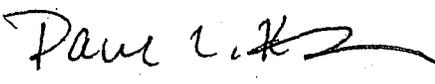
Petitioner submits this Notice of Errata and the attached amended submission in support of her appeal in case no. T18-0018. The attached submission is substantially the same as her submission filed on January 24, 2019, and primarily differs from the submission filed on January 24, 2019 by containing certain format changes, correction of typographical errors, and the inclusion of certain limited additional portions of the testimony at the subject hearing.

For the following reasons, Petitioner also asserts that this submission should be considered and that it should not be considered late. First, as stated in and evidenced by Petitioner's previous filings, the hearing officer's decision was not served by mail until December 26, 2018, as evidenced by the postmarks on the envelopes in which the hearing officer's decision was mailed and received by both Petitioner and her attorney. An appellant is permitted 35 days from the date of mail service to file a notice of appeal and any submissions in support of the appeal (20 days to file the notice of appeal and 15 days thereafter to file submissions). Thirty five days from the date the decision was mailed is January 30, 2019.

Therefore, this submission should be considered timely. Second, Petitioner's attorney Paul L. Kranz has been out of his office and out of state because of the recent very serious illness of an immediate family member. For this reason, he was out of his office, from December 21, 2018 to January 6, 2019 and again from January 21, 2019 to January 25, 2019. Therefore, Petitioner's attorney's very limited availability during this period when the appeal had to be prepared and finalized constitutes good cause to permit this amended submission.

Dated: January 28, 2019

Respectfully submitted,

By:   
Paul L. Kranz

000195

Petitioner Jessica Sund appeals from the decision of Hearing Officer Maimoona Sah Ahmad. Petitioner notes for the record that her petition was filed on November 29, 2018. The hearing commenced six months later, on May 30, 2018, and concluded on June 4, 2018. The decision did not issue for more than six months, on December 20, 2018. According to the proof of service attached to it, it was mailed on December 20, 2018, but the envelopes in which it was contained were postmarked December 26, 2018.

Petitioner also notes for the record that the attachments hereto (other than the attachments which are excerpts from the witnesses' testimony on May 30th and June 4th, 2018) were submitted at the hearing, either by her counsel or Respondent's counsel or both, but have been renumbered for expediency's sake. As for witnesses' testimony, they are marked according to where each excerpt begins and ends in the audio recordings of each day of testimony.

### INTRODUCTION

Petitioner Jessica Sund brought the petition because, within days of notifying her landlord that she was pregnant and that her boyfriend and father of her child would begin to stay with her in her apartment, her landlord served her with notice that her rent was being more than doubled. Unable to pay the increased rent, and after consulting with an attorney, she filed this petition and then began to stay in her boyfriend's residence.

Because Ms. Sund's newborn daughter had serious health conditions requiring 24-hour monitoring, it was necessary for her and the baby's father's to live together; moreover, the necessity for monitoring was ongoing. It was absolutely unreasonable for Ms. Sund to consider residing in her apartment under these conditions. Ms. Sund testified on the first day of the hearing that she did and does not know whether the relationship with her daughter's father would be permanent. For this reason, staying with at her boyfriend's home with their child has been intended as "temporary".

The landlord did not present any evidence to contradict these facts. Instead, the landlord contrived the story that Ms. Sund was residing with her boyfriend because she was subletting her unit in order to take advantage of its below-market rent and make a profit. But the landlord did not present an iota of credible and competent evidence to support its claim. With the exception

Of a single claimed sighting by the landlord's "asset manager"—who claimed he once saw a tall, blonde couple speaking German exiting her unit with a luggage—the landlord had no other evidence to support subletting. Indeed, the hearing officer's decision relies heavily on this purported sighting by the asset manager, Lucky Stewart. But Mr. Stewart also testified that this alleged one-time sighting was not the cause of the attempted rent increase. He said it was later sightings, observed by property managers, but who he never identified, and by certain tenants, none of whom testified at the hearing. Nonetheless, the tenants reported nobody coming and going from Ms. Sund's unit, according to testimony of the landlord's private investigator, based on having interviewed them. And the only property manager who did testify—the landlord's own 24/7 on site property manager—stated that she *never* saw any other persons using Ms. Sund's unit and knew of no evidence of subletting. Finally, the private investigator, who the landlord (and the hearing officer) characterized as a qualified "expert" on such matters, opined that Ms. Sund was *not* subletting; i.e., that there was not evidence to support his client's contention.

In light of the evidence, that the hearing officer could find that Ms. Sund's pregnancy, and her request for her baby and her baby's father to be able to stay in her unit, was "merely a ruse to allow her to continue renting<sup>1</sup> out her unit to short-term rentals for her own financial advantage," is simply incredulous..

#### STATEMENT OF FACTS

Jessica Sund is a 41-year old single woman. She has lived at the subject premises, 663 Alma Street #5, since 2008. She has worked as an elementary and middle school science teacher, and is currently earning a graduate degree in water resource management. On Friday, August 24, 2017, she notified her landlord by written email that she was expecting a baby in October and that her boyfriend and father of her expected newborn, as well as the newborn, would be staying in her unit. (See Attachment 1; Attachment 5 at 1.) In a letter dated August 28, 2017, which Ms. Sund actually received about a week later (it was postmarked September 7), property manager Thomas Preston rejected her request because it had been "couched as a "demand". (See

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<sup>1</sup>The landlord's "asset manager", Lucky Stewart, testified that the [alleged] subletting stopped shortly after Ms. Sund received the rent increase notice in early September, 2017

Attachment 2.) Per Mr. Preston, any request had to be made “well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management.” (*Ibid.*) On the same day Ms. Sund made her request, and on the following day, August 29, 2017, Ms. Sund called Preston three times to further discuss her request. (See Attachment 5 at 1–2; Attachment 1.) Neither Preston nor anyone else responded on behalf of the landlord; Preston did not return her phone messages; and, he did not respond by email or by letter. (See *ibid.*) Instead, the very next communication Ms. Sund received from the landlord was on or about September 6, 2017, when the landlord personally served Ms. Sund with a Notice of Change Terms of Tenancy-Rent Increase Notice [Costa-Hawkins], increasing her rent from \$908.67 to \$2,095, and stating that “Jessica Maggie Sund no longer resides at the Premises and that all current occupants are subsequent occupants and subleases . . . .” (See Attachment 3; Attachment 5 at 3.) In fact, there were no other current or subsequent occupants and subleases at the subject premises and Ms. Sund still resided there by herself (See Attachment 5 at 2.)

Ms. Sund’s reaction to the rent increase was “fear” because she could not afford more than twice the rent and was about to have a baby. (See Attachment 5 at 4.) Around that time, she began staying with her boyfriend. (See Attachment 5 at 7, 11–12.) She believed that if she continued to stay at the subject premises, including with her boyfriend and then her baby, she would have to pay the increased rent, and she needed the support of her boyfriend, the father of her expected newborn. (See Attachment 5 at 4, 6, 7.) Ms. Sund was 41 years old and this was going to be her first child. She retained counsel and the subject petition was filed.

Ms. Sund also continued to stay with her boyfriend after the baby was born because of medical issues the baby suffered that required 24-hour monitoring. (See Attachment 5 at 4–6.) These were serious medical problems; potentially life-threatening for her newborn daughter. (See *id.* at 6.)

#### **The Hearing Officer’s Decision and Findings**

The hearing officer’s decision relies on testimony from the landlord’s “asset manager” Lucky Stewart stating that the subject property was acquired by his employer in June 2017; that shortly thereafter, he received reports from tenants that Ms. Sund was subletting and that there

were strangers with keys to her unit and that Ms. Sund was no longer there<sup>2</sup>; that he personally observed a tall blond couple with luggage coming out of the unit speaking a foreign language, who ignored him when he tried to speak to them<sup>3</sup>; and that, based on this information, he had attorney conduct an investigation involving LexisNexis, which identified a second address (the California Street address) "linked to" Ms. Sund and which prompted his attorney to say, "Yeah, she's no longer living there."<sup>4</sup> He also testified this led him to conduct an internet search in which he located a baby registry connected to Ms. Sund and her boyfriend, Cory Hamrich<sup>5</sup>; and that he also located on-line "couchsurfing[.com]" listings "from them renting out apartments in, under her or Cory's name."<sup>6</sup> And that, based on this information, he issued a letter dated August 22, 2017, warning Ms. Sund not to sublet.

The August 22 warning letter, signed "The Management," stated that property managers had noticed and received complaints of an "overwhelming amount of random visitors coming and going from [her] unit, and with keys to the unit." (See Attachment 4.) Ms. Sund testified that she never received the letter. (See Attachment 5 at 10.) With the exception of Lucky Stewart's testimony that he had personally observed what he believed to be an "international" couple (tall, blonder, speaking a foreign language), nothing else he testified to was supported by admissible evidence. There was no evidence of any internet search conducted by him or by the landlord's attorney; no evidence of "managers" noticing any suspected sublessees<sup>7</sup>; no evidence of an "overwhelming amount of random visitors." (See Attachments 6-8, inclusive.) As for the

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<sup>2</sup>See Attachment 6 at 1-2

<sup>3</sup>See Attachment 6 at 2, 15

<sup>4</sup>See Attachment 6 at 2-3

<sup>5</sup>See Attachment 6 at 3, 24,

<sup>6</sup>See Attachment 6 at 3; see also *id.* at 10-11, 7-8

<sup>7</sup>Lucky Stewart was the only "manager" who claimed to have seen any potential sublessees, and he only claimed to have seen on one occasion the German or "international" couple. Moreover, the landlord called the on-site property manager, who testified that she is on site about "24/7", and had never seen *any* such sublessees connected to Ms. Sund's unit.

"couchsurfing"<sup>8</sup> posts (unsupported by any evidence), Stewart later changed his testimony, saying that he didn't recall or see any reference to any specific address. (See Attachment 6 at 9–10.) He also changed his testimony and said that he did not couchsurfing listing pertaining to Ms. Sund. (See Attachment 6 at 7–8.) The couchsurfing testimony was also hearsay.

Stewart characterized the August 22<sup>nd</sup> letter, sent after his claimed "international" couple sighting, as a "warning". (See Attachment 6 at 4, 7.) Stewart went on to explain, "Then when we saw that it [subletting] was still continuing, and it was observed that there were still people coming and going and not the tenant, we resorted to serving the Costa-Hawkins [rent increase]." (See *id.* at 4.) Not only were there no documents or declarations or notes to support *any* subletting (persons "coming and going" from Ms. Sund's unit) after August 22 or at *any* time, but there were *no firsthand accounts whatsoever of any person(s) coming and going*, other than the "international" couple Mr. Stewart claimed he'd seen. (See Attachments 6–8.) The only property manager who testified—the landlord's 24/7 on-site property manager Ursula Morales—stated that *she never saw anyone coming and going from Ms. Sund's unit, either.* (See Attachment 7 at 7.) Yet, the lack of evidence of anybody coming and going is nowhere cited or acknowledge in the hearing officer's decision.

Also, after initially testifying that she'd been informed of "strangers coming in and out of" Ms. Sund's unit, Ms. Morales later testified that she'd received just *one* such complaint from a single tenant, in around November or December 2017. (See Attachment 7, inclusive.) The complaining tenant had reported "smoke and noise," apparently attributed to Ms. Sund's unit. (See *id.* at 2.) When Ms. Morales went downstairs to investigate, she found "nothing out of the ordinary" and just some TV noise. (See Attachment *id* at 3.) The purported complaint was also inadmissible; plainly hearsay. Although Morales testified that this complaint was sent to her by email (See *id* at p. 5), no email was offered as evidence. And on cross-examination, Morales testified that the complaint was "more about" noise than anything else. (See Attachment 7 at 6.) Finally, when asked by the hearing officer if the extent of the complaint was limited to smoke

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<sup>8</sup>A couchsurfing profile for Cory Hamrick remains available at <https://www.couchsurfing.com/people/coryhamrick>. It indicates Mr. Hamrick has not even logged into his account for about three years; i.e., since around 2016.

and noise, Ms. Morales replied, "M-hm" (See *id.* at 7.). However, none of these obvious inconsistencies or lapses in testimony are cited or acknowledged in the hearing officer's decision.

Thus, the evidence demonstrated that between the time that the August 22 "warning" letter was purportedly sent and September 6, when the Costa-Hawkins rent increase notice issued, *nothing new had happened—except that, on August 24<sup>th</sup>, the owner was notified by Ms. Sund that she was pregnant, and that Mr. Hamrick, the baby's father, would be moving in.*

It should also be noted that the decision incorrectly quotes the landlord's responsive letter dated August 28th as stating that the landlord was agreeable to Ms. Sund's boyfriend and then later their child staying in Ms. Sund's unit: The decision quotes from the letter as follows "[I]f [you] had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that [your] boyfriend was moving in, the landlord *would have been* amendable to accommodating [your] request...and...if the [you wish] to revisit this issue down the road in a more appropriate fashion, then management may be more receptive". (Emphasis added.) The letter does not say that. (See Attachment 4.) It says that the landlord is *typically* "amenable" and that "down the road...management *may be* more receptive" [emphasis added]. Hardly reassuring to a soon-to-be new mother expecting a baby in the 4–6 weeks, whose phone calls and texts to further discuss the issue are ignored, and who then receives a rent increase she cannot afford.

There were also surveillance cameras at the property. According to Stewart's testimony, at the time of the hearing there were about five cameras total. (See Attachment 6 at 18.) These included a camera at the back of the first floor, where Ms. Sund's unit is located. (See *ibid.*) There were also multiple cameras in front of the building. (See *ibid.*) Mr. Stewart testified that he never checked any cameras for recordings of people coming in and out of Ms. Sund's apartment. (See Attachment 6 at 20–21.) When asked why, his incredible answer was, "If I thought it ["whether she's subletting"] was an important issue, I would have presented the footage. We didn't produce the footage." (See *id.* at 21.) Yet, the decision contains *no reference to the landlord's failure to produce any footage, despite the fact that there were multiple recording cameras on the property.*

Apart from the hearing officer's misplaced reliance on Mr. Stewart's testimony, she also

relied on the testimony of Don MacRitchie, a private investigator hired by the owner. The hearing officer's summary of this testimony concludes, "MacRitchie opined that a preponderance of the evidence supports a conclusion that Ms. Sund's permanent place of residence is not the subject property . . . [.]".<sup>4</sup> (See Hearing Decision ("Decision") at 6.)

"Permanent place of residence" in the context of Costa-Hawkins is a legal issue, and an expert is prohibited from testifying as to a legal conclusion. "There are limits to expert testimony, not the least of which is the prohibition against admission of an expert's opinion on a question of law. (*Ferreira v. Workmen's Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120; *Summers v. A.L. Gilbert Co.* (1999) Cal. App. 4<sup>th</sup> 1155, 1178.)

More importantly, the landlord's expert, MacRitchie—after testifying that he'd conducted extensive data-base searches in the course of investigating Ms. Sund's status—testified that he was unable to identify a single individual who'd ever sublet Ms. Sund's unit. (See Attachment 8 at 1.) And he stated that *he had not been able to find any evidence that Ms. Sund was subletting.* (See Attachment 8, inclusive.) *Therefore, his opinion was Ms. Sund was not subletting.* Once again, reference to this testimony is omitted from the decision.

Further, after the first day of testimony, at which he was present throughout, MacRitchie was asked to interview four tenants from the subject premises. (The first day of testimony was Friday, May 30<sup>th</sup>; the second was June 4<sup>th</sup>.) He did so. And none of them had knowledge of any other persons associated with Ms. Sund's unit, according to his testimony as follows:

MR. KRANZ: DID ANY OF THEM TELL YOU THAT PERSONS OTHER THAN MS. SUND WERE STAYING THERE?

MACRITCHIE: THEY DIDN'T, THEY THOUGHT IT POSSIBLE.

MR. KRANZ: OKAY. AND WHICH PERSONS TOLD YOU THEY THOUGHT IT POSSIBLE?

MACRITCHIE: ALL DIDN'T HAVE DEFINITE KNOWLEDGE, AND THEY ALL WERE AWARE THAT THERE WERE PEOPLE THAT WERE IN THE BUILDING THAT WEREN'T ASSOCIATED WITH APARTMENTS, AND THEY DIDN'T KNOW FOR

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<sup>4</sup>This opinion was offered in Mr. MacRitchie's investigative report on Ms. Sund, rather than during testimony.

CERTAIN WHAT APARTMENT THEY WERE ASSOCIATED WITH. SO THEY THOUGHT THEY WERE SOME TYPE OF SUBTENANTS, BUT THEY COULD NOT DEFINITELY ASSOCIATE WITH MS. SUND'S APARTMENT.

MR. KRANZ: AND DID YOU ASK THEM FOR — IF THEY HAD ANY INFORMATION ABOUT THESE ALLEGED SUBTENANTS ?

MACRITCHIE: YES.

MR. KRANZ: AND WHAT DID THEY TELL YOU ?

MACRITCHIE: WHAT I JUST TOLD YOU.

(See *id.* at 1.)

## ARGUMENT

### I. There Was Not Substantial Evidence To Support the Decision.

Substantial evidence means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. (See *Richardson v. Perales* (1971) 402 U.S. 389, 401; *Gebhart v. SEC*, 595 F.3d 1034, 1043 (9th Cir. 2010); *Howard ex rel. Wolff v. Barnhart* (Howard) (9th Cir. 2003) 341 F. 3d 1006, 1011.) The records as a whole must be considered, weighing both the evidence that supports and the evidence that detracts from the agency's decision. (See *Mayes v. Massanari* (9th Cir. 2001) 276 F.3d 453, 459; see also *Int'l Union of Painter & Allied Trades v. J & R Flooring, Inc.* (9th Cir. 2011) 656 F.3d 860, 865; *Hawaii Stevedores, Inc. v. Ogawa*, (9th Cir. 2010) 608 F.3d 642, 652 ("The ALJ is expected to consider the record as a whole, including all witness testimony and each medical report, before entering findings"). The court must affirm where there is such relevant evidence as reasonable minds might accept as adequate to support a conclusion, even if it is possible to draw contrary conclusions from the evidence. (See *Howard*, *supra*, at 1011.)

When the record as a whole is reviewed in this case, reasonable minds cannot find that there was adequate evidence to support the conclusions of the hearing officer. Reasonable minds could not differ as to whether the conclusions drawn by the hearing officer were justified by the evidence. Therefore, the decision was not supported by substantial evidence.

### II. The Decision Constitutes An Abuse of Discretion.

An abuse of discretion is a plain error, discretion exercised to an end not justified by the

evidence, a judgment that is clearly against the logic and effect of the facts as are found. (*Rabkin v. Oregon Health Sciences Univ.* (9th Cir. 2003) 350 F.3d 967, 977; *In re Korean Air Lines Co., Ltd.* (9th Cir. 2011) 642 F.3d 685, 698 n.11.)

Under the abuse of discretion standard, a reviewing court cannot reverse absent a definite and firm conviction that the district court committed a clear error of judgment in the conclusion it reached upon a weighing of relevant factors. (See *McCullough v. Johnson, Rodenburg & Lauinger, LLC* (9th Cir. 2011) 637 F.3d 939, 953; *Valdivia v. Schwarzenegger* (9th Cir. 2010) 599 F.3d 984, 988 (citing *SEC v. Coldicutt* (9th Cir. 2001) 258 F.3d 939, 941).

The hearing officer's exercise of discretion reflects judgment that was clearly against the logic and effect of the facts. The selective use of evidence, the mischaracterizations and misstatements of other of evidence, and the plain lack of objectivity, as evinced by the decision, demonstrates a judgment inconsistent with logic and the facts. The decision consistently relied on evidence that was inadmissible, while at the same entirely ignoring other material; evidence, much of which was submitted on behalf of the Respondent.

The decision thus reflects an abuse of discretion, demonstrates a lack of objectivity and a prejudice towards Petitioner.

**III. In Disregard of the Evidence, the Hearing Officer Arrived at the Unwarranted Conclusion That "The Petitioner's Testimony that She Temporarily Moved from the Alma Street Address to the California Street Address in October of 2017, After Her Request to Have Her Boyfriend Move Into Her Unit Was Denied, is Simply Not Credible"**

This conclusion was at best misguided, as was her ancillary conclusion, "It is implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the Ms. Sund's one-bedroom apartment." (See Decision (Statement of Facts and Conclusions) at p. 7.)

Ms. Sund testified that she and her boyfriend had been together just two years; that they were not married; that she did not know if the relationship would be permanent. (See Attachment 5 at 13.) For these reasons, she was not certain about where she would live. She also testified that her baby was born with and still suffered from a serious, even potentially life-threatening condition that required around-the-clock monitoring, a circumstance that required her

to live with her boyfriend. (See Attachment 5 at 5.) This evidence was, further, undisputed.

The phenomena of single women choosing to have children is commonplace in our society, and hardly novel. This is reflected in, for example, the fact that it is now illegal to discriminate based on marital or familial status. In addition, the phenomena of children splitting their time between parents who live in different locations is ubiquitous in our society. Therefore, the hearing officer's above conclusions are unsupported by evidence, are tone-deaf to contemporary realities, and are inconsistent with the evidence that was submitted. Each conclusion was altogether unwarranted.

**IV. Under CACI No. 203, The "Evidence" Respondent's Submitted and Cited in the Decision Deserved To Be Viewed With Distrust and Rejected.**

California Civil Jury Instruction (CACI) No. 203, entitled *Party Having Power to Produce Better Evidence*, provides as follows:

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

Examples of Respondent's failures to provide stronger evidence when it could have produced stronger evidence are numerous and have been recounted above. They included, but are not limited to, Respondent's failure to produce employee witnesses claimed to have relevant information; its failure to produce documents, video footage, etc. Indeed, testimony from Respondent's *own* witnesses was sufficient to defeat, and should have defeated, its claims. Respondent called three witnesses. Each offered significant evidence contradicting or inconsistent with Respondent's claims. Some examples are:

Respondent's asset manager testified that the sighting of the "international" couple was *not* itself the cause of the rent increase. Respondent's 24/7 on-site property manager testified that she never saw a possible a sublessee and in effect had no evidence that Respondent ever sublet. And Respondent's private investigator, who Respondent and the hearing officer insisted was an expert, could not find any evidence of subletting.

Also, Respondent offered no explanation for why it never responded to the emails and phone calls Ms. Sund made to discuss her boyfriend and their baby staying in her unit.

Moreover, Respondent never explained why its August 28<sup>th</sup> letter stated that it would be "amenable" to considering Ms. Sund's request when it allegedly already believed that she was subletting and was allegedly already investigating as much. Either the August 28<sup>th</sup> letter was disingenuous, or the landlord did not believe that Petitioner was subletting—if not *both*.

Ms. Sund testified on the first day of the hearing that she never received an August 22<sup>nd</sup> letter warning her about subletting. The letter was anonymously signed, "The Management." And why didn't Stewart, who said he wrote the letter, testify that *he* posted and mailed it? (See Attachment 5 at 3.) Also, given the weight Respondent places on that letter, why didn't its private investigator interview Mr. Stewart about the details it contained? Why wasn't a declaration from Mr. Stewart presented, at least by the second day of the hearing, five days later?

**V. The Residential Rental Adjustment Program and Appeals Board Are Authorized Under Costa-Hawkins to Regulate or Monitor the Grounds for Eviction.**

In August 1995, California enacted Civil Code sections 1954.50 through 1954.535, the Costa-Hawkins Rental Housing Act (Costa-Hawkins), which established "what is known among landlord-tenant specialists as 'vacancy decontrol,' declaring that '[n]otwithstanding any other provision of law,' all residential landlords may, except in specified situations, 'establish the initial rental rate for a dwelling or unit.'" (*DeZerega v. Meggs* (2000) 83 Cal. App. 4th 28, 41; Civ.Code § 1954.53, subd. (a).) The effect of this provision was to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (*Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351.) However, the Legislature was well aware that such vacancy decontrol gave landlords an incentive to evict tenants that were paying rents below market rates. (*Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal. App. 4th 488, 492). Accordingly, the Costa Hawkins statute expressly preserved the authority of local governments "to regulate or monitor the grounds for eviction." (Civ.Code § 1954.53, subd. (e).)

**A. The Evidence Establishes a Case of Constructive Eviction.**

The evidence here establishes a constructive eviction of Ms. Sund because the rent increase Respondent sought meant that Ms. Sund would no longer be able to reside in her unit.

She testified she cannot afford a more than doubling of her rent. The Rent Board cannot meaningfully monitor or regulate the grounds of this eviction without examining the reasons for it. Petitioner contends that the reason was her request that her boyfriend and baby's father, and later their child, be able to reside in her unit.

Ms. Sund had a right to have the father of her expected child and their daughter move in with her. This right accrued when she notified the landlord of as much. It was improper and offensive for the landlord to insist that Ms. Sund had to wait to "revisit this issue down the road," and it violated her rights. Further, her immediate subsequent phone calls to do just that were ignored by the landlord, until the landlord served her with the Notice of Change of Terms-Rent Increase.

It is illegal to discriminate in housing based on pregnancy or family status, under both state (FEHA, DFEH) and federal (FHA, HUD) law and agency regulations. The landlord cannot impose conditions on Petitioner's exercise of that right. That Respondent ignored the phone calls Petitioner made in an effort to exercise that right was unreasonable—especially after it had stated that it would consider her request, i.e., that it would "revisit this issue". The landlord never responded except by way of a notice of rent increase. This was despite the fact that it had already independently verified that Petitioner was pregnant and who the father was. (See Attachment 5 at 6.) Respondent never asked for any additional information. This evidence establishes an attempted illegal eviction.

**B. The Evidence Establishes a Case of Retaliation.**

It was within days of Petitioner's request that the Respondent served her with a notice of rent increase. That this occurred within days after Petitioner sought to exercise certain rights provided to her by law. This is undeniable. The *only* response or communication Petitioner *ever* received after seeking to exercise these rights was the notice of rent increase. This was retaliation. Therefore, the rent increase being sought is impermissible.

**C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.**

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In sum, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent and to thereby effectively evict her. The hearing officer's refusal to consider this evidence was error.

**VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.**

The effect of section 1954.53, subdivision (a)<sup>5</sup> of Costa-Hawkins is to permit landlords

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<sup>5</sup>Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

"to impose whatever rent they choose at the commencement of a tenancy." (See *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal. App. 4th 345, 351.) Section 1954.53, subdivision (d)(2) further provides,

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a *lawful sublessee or assignee* [emphasis added].

That Ms. Sund is the original occupant in lawful possession of the subject unit is in uncontested. There is no claim that at any time she notified the owner any intent to vacate or terminate her tenancy.<sup>6</sup> The dispute here revolves whether or not Ms. Sund has continued to permanently reside in her unit.

The word "permanently" is undefined in *Costa-Hawkins* *except* with reference to subletting and assignment. (See *ibid*; see also §1954.51.) Yet, implicit in the statutory language is that a rent increase is unwarranted absent the creation of a new tenancy. (See § 1954.53 subd. (a) & (d)(2).)

Here, there was no new tenancy: Contrary to the owner's theory of this case and the hearing officer's decision, there is no substantial or admissible evidence that Ms. Sund sublet or assigned the unit at any time since the inception of her tenancy in July, 2008. For the above reasons, subdivision (d)(2) is inapplicable.

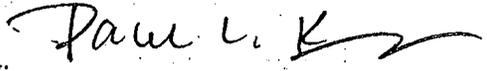
#### CONCLUSION

For the foregoing reasons, this appeal should be granted.

Dated: January 28, 2019

Respectfully submitted,

LAW OFFICES OF PAUL L. KRANZ

By: 

Paul L. Kranz

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<sup>6</sup> Indeed, as she testified on May 30<sup>th</sup> and as was earlier stated, she continues to retain personal possessions at 633 Alma Street, receive certain items of mail there, use the shower, occasionally eat, take care of her plants, and so forth.

**PROOF OF SERVICE**

(Case Number T18-0018)

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 29, 2019, I caused the within:

**NOTICE OF ERRATA AND AMENDED SUBMISSION IN SUPPORT  
OF APPEAL OF HEARING OFFICER'S DECISION**

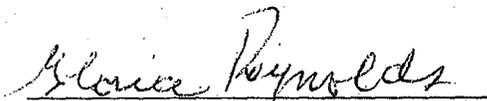
to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn  
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC  
1717 Powell Street # 300  
San Francisco, California 94133

Gregory McConnell  
The McConnell Group  
300 Frank Ogawa Plaza Suite # 460  
Oakland, California

Executed Albany, California on January 29, 2019.

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

  
Gloria Reynolds

000210

**Attachment 1**

Update

1 message

J. Sund <jessasund@gmail.com>  
To: 633alma@gmail.com

Thu, Aug 24, 2017 at 10:19 AM

August 24, 2017

Jessica Sund  
633 Alma Ave. #5  
Oakland, CA 94610  
jessasund@gmail.com

Thomas Preston, Property Supervisor  
Alma Apartments, LP  
633 Alma Ave.  
Oakland, CA 94610  
(510) 775-1081  
633alma@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #5, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this em to you because I do not have a mailing address for you.

Thank you.

Sincerely,  
Jessica Sund  
(510) 206-5436

8/24/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage "

no reply

**Attachment 2**

# Alma Apartments LP

633 Alma  
Oakland, CA

Jessica Sund  
633 Alma # 5  
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



Thomas Preston

Property Supervisor

B192  
000214

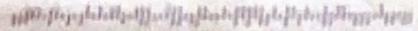
OAKLAND CA 946

SEP 2017 PM 7 L



Jessica Maggie Sund  
All Other Campuses  
633 Alameda Street #5  
Oakland, CA 94610

94610-382705



B193

000215

**Attachment 3**

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

**NOTICE TO CHANGE TERMS OF TENANCY**  
**-RENT INCREASE NOTICE-**

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5  
City of Oakland, County of Alameda, State of California 94610  
--including all associated housing privileges-- (the "Premises")

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You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

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Costa-Hawkins Rent Increase for 633 Alma Street, Unit Number 5, Oakland, CA

may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

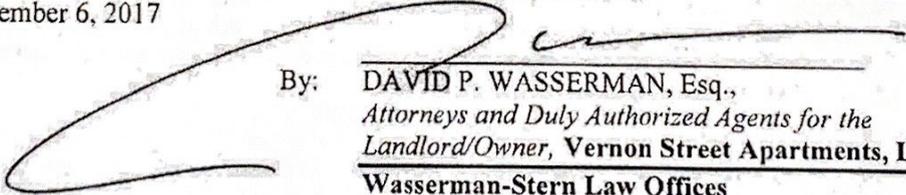
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: [www.oaklandnet.com](http://www.oaklandnet.com). Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program..

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: September 6, 2017

**WASSERMAN-STERN**

By:  **DAVID P. WASSERMAN, Esq.,**  
*Attorneys and Duly Authorized Agents for the*  
**Landlord/Owner, Vernon Street Apartments, LP**  
**Wasserman-Stern Law Offices**  
2960 Van Ness Avenue  
San Francisco, CA 94109  
Tel. No.: (415) 567-9600  
Fax. No.: (415) 567-9696  
Email: [dwasserman@wassermanstern.com](mailto:dwasserman@wassermanstern.com)



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

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

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

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

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

Attorney Or Party Without Attorney (Name and Address)		Telephone:	FOR COURT USE ONLY	
DAVID P. WASSERMAN, ESQ. (171923) WASSERMAN-STERN LAW OFFICES 2960 Van Ness Avenue, Suite B San Francisco, California 94109		(415) 567-9600		
Attorneys for: 633 ALMA STREET		Ref. No. Or File No.	W2683460	
Insert name of court, judicial district and branch court, if any:				
Plaintiff: 633 ALMA STREET				
Defendant: JESSICA MAGGIE SUND (original occupant)				
POS BY MAIL	Hearing Date:	Time:	Dept./Div:	Case Number:

At the time of service I was at least 18 years of age and not a party to this action.  
On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS  
633 Alma Avenue, Unit 5  
Oakland, CA 94610

Person serving:  
Scott Lane  
Wheels of Justice, Inc.  
52 Second Street, Third Floor  
San Francisco, California 94105  
Phone: (415) 546-6000

a. Fee for service:  
d. Registered California Process Server  
(1) Employee or independent contractor  
(2) Registration No.: 1126  
(3) County: San Francisco

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

Date: September 6, 2017

Signature: \_\_\_\_\_  
Scott Lane



**Attachment 4**

**000221**

Alma Apartments, LP

633 Alma Ave.  
Oakland, CA 94610

August 22, 2017

Jessica Sund  
633 Alma Apt. 5  
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance  
Sincerely yours,

Management

---

000222

LAW OFFICES  
**Paul L. Kranz**  
639 San Gabriel Avenue  
Albany, California 94706  
Telephone (510) 549-5900

July 5, 2019

**RECEIVED**

**JUL 12 2019**

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

Ms. Barbara Kong-Brown  
Senior Hearing Officer  
Rent Adjustment Program  
250 Frank Ogawa Plaza, 5<sup>th</sup> Floor  
Oakland, California 94612

Re: *Sund v. Vernon Street Apartments LP, et al*  
Case No. T18-0018

Dear Ms. Barbara Kong-Brown

Thank you for your response about the correct ordinance on which the 25 page limit is based. However, the subsection immediately following that subsection states that the 25 page limit may be modified or waived for good cause. I already stated to you that our brief is only 14 pages, if you exclude exhibits. I am at a loss to understand your failure to acknowledge this subsection permitting submissions longer than 25 pages, as well as to apply that provision to our appeal, since the exhibits consist only of either documents submitted as evidence at the hearing, thus already in the program files, or verbatim descriptions of sworn testimony presented at the hearing. Review of the hearing officer's decision shows the extent to which that decision purports to rely on testimony from the hearing. Therefore, the transcribed testimony is essential for a fair adjudication of the appeal. There clearly is good cause for the length of our submission. All of this was explained in my previous letter to you. I also note that the program's on-line appeal cites a wrong or non-existent ordinance in support of a 25 page limit. And it also fails to state that permission for a submission longer than 25 pages may be granted.

Your rules also state that a program goal is for appeal<sup>d</sup> hearings to be heard within 30 days of being filed. Our appeal form was filed on January 9, 2019 and our appeal still has not been heard. Our brief was filed on January 24, 2019. A Notice of Errata was filed on January 29, 2019. However, the hearing was not scheduled because the program claimed the appeal had not been served on the other party even though a proof of service was attached to the appeal. Then after a hearing was scheduled, it was delayed when the opposing party asked for more time to respond to the appeal. But as of this date, the opposing party has not provided any response to the appeal. Also, the original petition was filed in November 2017. The hearing on the petition was not held until May 30 and June 4, 2018.

The programs's time delays and failures to provide accurate information has substantially prejudiced our client. In general, these failures prejudice tenants far more than property owners because the majority of tenants represent themselves since they do not have the resources to afford to pay an attorney.

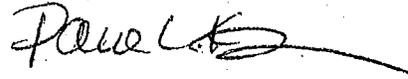
I look forward to hearing from you about these matters.

**000223**

Ms. Barbara Kong-Brown  
Senior Hearing Officer  
Rent Adjustment Program  
July 5, 2019  
Page 2

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul L. Kranz", with a long horizontal flourish extending to the right.

Paul L. Kranz

PLK:gr

000224

**Kong-Brown, Barbara**

---

**From:** Kong-Brown, Barbara  
**Sent:** Monday, July 15, 2019 4:01 PM  
**To:** Paul Kranz  
**Subject:** Response to your letter dated July 5, 2019

Mr. Krantz: In response to your letter received July 12, 2019, as stated in my previous communication, your appeal submission is limited to 25 pages, and there is no good cause for you to submit an additional 49 pages of hearing transcript.

The goal of the Rent Adjustment Program is to hear appeals within 30 days and there has been a substantial appeals backlog. We have made substantial progress in reducing the backlog from approximately 75 cases to 30 and continue to work towards further reduction in the backlog.

The goal of the Rent Adjustment Program is to hear a petition within 60 days of the original petition filing date. Due to staffing issues there has been a delay in scheduling cases for hearing and we hope to reduce this backlog by 2020.

BARBARA KONG-BROWN  
SENIOR HEARING OFFICER  
RENT ADJUSTMENT PROGRAM  
250 FRANK OGAWA PLAZA, 5<sup>TH</sup> FLOOR  
OAKLAND, CA 94612  
T. 510-238-3721  
F. 510-238-6181

## CHRONOLOGICAL CASE REPORT

Case No.: T20-0123  
Case Name: Drew v. Gaetani Real Estate  
Property Address: 1450 Alice Street, Unit 8 Oakland, CA  
Parties: Darrell Drew (Tenant)  
Paul Gaetani (Owner's Agent)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	April 18, 2020
Owner Response filed	June 11, 2020
Administrative Decision E-mailed	September 18, 2020
Tenant Appeal filed	October 30, 2020

**RECEIVED**

APR 18 2020

RENT ADJUSTMENT PROGRAM  
OAKLAND

120-0123

SM/EL

7/29

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

**Tenant Petition**  
Property Address: 1450 ALICE ST  
Case: Petition: 11384  
Date Filed: 4/18/2020

Party	Name	Address	Mailing Address	
Manager	Gaetani Real Estate	1480 Sutter Street 8 San Francisco, CA 94109	1480 Sutter Street 8 San Francisco, 94109	(510) 987-6714
Owner	Gaetani Real Estate	1450 Alice Street OAKLAND, CA 94612		
Tenant	Darrell G Drew	1450 Alice Street 8 OAKLAND, CA 94612	1450 Alice Street 8 OAKLAND, 94612	(510) 987-6714 darreldrew@hotmail.com

Number of units on the property **20 to 49 Units**

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.)

**City of Oakland  
Rent Adjustment Program**

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

**Tenant Petition**

Property Address: 1450 ALICE ST  
Case: Petition: 11384  
Date Filed: 4/18/2020

**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:

- g) The increase I am contesting is the second increase in my rent in a 12-month period.
- i) My property owner is providing me with fewer housing services than I previously received 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.)

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

**Tenant Petition**  
 Property Address: 1450 ALICE ST  
 Case: Petition: 11384  
 Date Filed: 4/18/2020

**Rental History**

Date you moved into the Unit	8/20/2007
Initial Rent	985
When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?	4/18/2020
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No

**List all rent increases that you want to challenge.**

Date you received the notice	Date increase goes into effect	Monthly rent increase From	Monthly rent increase To	Are you Contesting this Increase in this Petition? *	Did You Receive a Rent Program Notice With the Notice Of Increase?
4/18/2020	6/1/2020	1841.48	190593	Yes	Yes

*\* 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 your rental unit? **No**

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

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

**Tenant Petition**  
 Property Address: 1450 ALICE ST  
 Case: Petition: 11384  
 Date Filed: 4/18/2020

**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? **No**

Have you lost services originally provided by the owner or have the conditions changed? **Yes**

Are you claiming any serious problem(s) with the condition of your rental unit? **Yes**

**Loss of Service**

Date Loss Began  
 Date Owner Was Notified of Loss **4/18/2020**  
 Estimated Loss  
 Reduced Service Description  
 can not bar be que in outside community garden,,windows been broken (wont open) kitchen needs repair  
 appliance need upgraded (stove) no dish washer kitchen rotting cabinets

Date Loss Began **8/21/2015**  
 Date Owner Was Notified of Loss **4/18/2020**  
 Estimated Loss  
 Reduced Service Description  
 can not bar be que in outside community garden,,windows been broken (wont open) kitchen needs repair  
 appliance need upgraded (stove) no dish washer kitchen rotting cabinets

**City of Oakland**

**Rent Adjustment Program**

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

**Tenant Petition**

Property Address: 1450 ALICE ST  
 Case: Petition: 11384  
 Date Filed: 4/18/2020

**Mediation**

Mediation is an entirely voluntary process to assist you in reaching an agreement with the petitioner. 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. 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.

Would you like to request Mediation?

**No**

City of Oakland

**PROOF OF SERVICE BY ELECTRONIC MAIL**

Case T20-0123

I, the undersigned, state that I am a citizen of the United States and am employed in the City of Oakland and County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612. My electronic service address is: sma@oaklandca.gov.

Today, I electronically served the following:

**Owner Response**

I electronically served the document(s) listed above to:

Darrell Drew  
darreldrew@hotmail.com

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

Date: June 12, 2020

---

Susan Ma  
Program Analyst 2  
Oakland Rent Adjustment Program

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	<b>RECEIVED</b> <small>For date stamp</small> JUN 11 2020 RENT ADJUSTMENT PROGRAM <b>OAKLAND</b> <b>PROPERTY OWNER</b> <b>RESPONSE</b>
--	--	--

**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 T20-0123**

Your Name <i>Paul Gaerani</i> <i>agent for owner</i>	Complete Address (with zip code) <i>4444 Geary Blvd. #100</i> <i>SF, CA 94118</i>	Telephone: <i>415 941 7002</i> Email: <i>paul@gaerani-real-estate.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) <i>Darrel Drew /</i> <i>Viola Babich-Drew</i>	Complete Address (with zip code) <i>1450 Alice St. #8</i> <i>Oakland, CA 94612</i>	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property <i>52</i>

Have you paid for your Oakland Business License? Yes  No  Lic. Number: *00091437*  
 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: *00091438* <sup>Acct #</sup>  
 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: *10/1/06.*

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 6/1/09.

The tenant's initial rent including all services provided was: \$ 1445 / month.

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

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

Is the tenant current on the rent? Yes  No

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

*See Attached Ledger*

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

### III. EXEMPTION

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

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

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

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

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

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

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

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

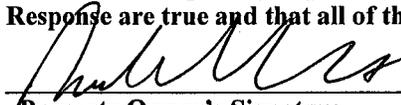
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

### IV. DECREASED HOUSING SERVICES

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

**V. VERIFICATION**

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

  
\_\_\_\_\_  
Property Owner's Signature  
*Agent for owner*

6/3/20  
\_\_\_\_\_  
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

6/3/20  
\_\_\_\_\_  
Date

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

GAETANI REAL ESTATE

TRUST ACCOUNT  
4444 Geary Blvd, Suite 100  
San Francisco, CA 94118-3048  
(415) 668-1202

Acct 00091437  
2020 Business Tax  
Declaration

City National Bank  
150 California Street  
San Francisco, CA 94111

16-1606/1220

192205

TO THE ORDER OF \*\*\*\* FOURTEEN THOUSAND TWO HUNDRED SIXTY AND 55/100 DOLLARS

02/04/2020

\$14,260.55\*\*

City of Oakland  
Business Tax Renewal  
250 Frank H. Ogawa Plaza #1320  
Oakland, CA 94612



*Mary Gaetani*  
*Paul Gaetani*

⑈ 192205⑈ ⑆ 122016066⑆ 432 623718⑈

000237

ENDORSE HERE:

X

MP

CHECK HERE IF MOBILE DEPOSIT  
DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USAGE ONLY\*

MP

# Original Document

IF PAYEE.  
PRESENT  
- BX 451 95

MP

\* SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS

SECURITY FEATURE	DESCRIPTION FOR PAYEE
Void Pantograph	The word "VOID" appears when copied or scanned. Works on most copiers. Makes document difficult to duplicate.
Heat Sensitive Lock Icon	Responds to heat icon will fade when rubbed briskly.
Toner Adhesion	Chemical applied to the sheet that fuses the toner to the document when run through a laser printer.
True Watermark	Watermark applied at paper mill. Hold up to light to verify.
Fluorescent Fibers	Invisible Fibers added to the paper that become visible under ultraviolet light.
Chemical Reactivity	Paper reacts to chemical alteration leaving a visible stain on the paper.
Colored Background	Colored Pattern added against alteration.
Warning Border	Alerts financial institutions and criminals that fraud deterrent security features are present.
Micro Printing	Border, Signature Line and Backer contain micro printing. Magnify to verify. When copied, appears as dotted line.
Security Backer	Back pattern prevents cutting and pasting of the document.



Ⓢ Padlock design is a certification mark of the Check Payment Systems Association

000238

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

**GAETANI REAL ESTATE**

TRUST ACCOUNT  
4444 Geary Blvd, Suite 100  
San Francisco, CA 94118-3048  
(415) 668-1202

*Acct 00091438  
2020 Rent Adjustment  
Program*

City National Bank  
150 California Street  
San Francisco, CA 94111

192206

16-1606/1220

TO THE ORDER OF \*\*\*\* FIVE THOUSAND TWO HUNDRED FIFTY TWO AND 00/100 DOLLARS

02/04/2020

\$5,252.00\*\*\*

City of Oakland  
Rent Adjustment Program  
P.O. Box 101517  
Pasadena, CA 91189-0009

MEMO: Acct #00091438



*Mary Gaetani*  
*Paul Gaetani*

⑈ 192206 ⑈ ⑆ 122016066⑆ 432 623718 ⑈

000239

ENDORSE HERE:

X

MP

CHECK HERE IF MOBILE DEPOSIT

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USAGE ONLY\*

MP

# Original Document

PAYEE  
ACCOUNT  
NUMBER  
45650

MP

\* SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS

SECURITY FEATURE	DESCRIPTION FOR FINANCIAL INSTITUTION USE
Void Pentagraph	The word "VOID" appears when copied or scanned. Works on most copiers. Makes document difficult to duplicate.
Heat Sensitive Lock Icon	Responds to heat. Lock will fade when rubbed briskly.
Toner Adhesion	Chemical applied to the sheet that fuses the toner to the document when run through a laser printer.
True Watermark	Watermark applied at time of mill. Hold up to light to verify.
Fluorescent Fibers	Invisible Fibers embedded in the paper that become visible under ultraviolet light.
Chemical Reactivity	Paper reacts to chemical alteration leaving a visible stain on the paper.
Colored Background	Colored Pattern protects against alteration.
Warning Border	Alerts financial institutions and criminals that fraud deterrent security features are present.
Micro Printing	Border, Signature Line and Backer contain micro printing. Magnify to verify. When copied, appears as dotted line.
Security Backer	Back pattern prevents cutting and pasting of the document.

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# Resident Ledger



**GAETANI**  
REAL ESTATE

Date: 06/03/2020

<b>Code</b>	t0003250	<b>Property</b>	244rc	<b>Lease From</b>	06/01/2009
<b>Name</b>	Darrel Drew / Violetta Babich-Drew	<b>Unit</b>	08	<b>Lease To</b>	05/31/2010
<b>Address</b>	1450 Alice Street, # 08	<b>Status</b>	Current	<b>Move In</b>	05/16/2009
		<b>Rent</b>	1905.93	<b>Move Out</b>	
<b>City</b>	Oakland, CA 94612-4034	<b>Phone (H)</b>	(510) 504-9648	<b>Phone (W)</b>	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
05/16/2009	deposit	:Posted by QuickTrans (deposit)	1,695.00		1,695.00	<u>8078</u>
05/16/2009		chk# :QuickTrans :Posted by QuickTrans		1,695.00	0.00	<u>1577</u>
07/08/2009	specific	Repairs to unit #4-Anthony Chu #09-0094- Email from JC	1,315.00		1,315.00	<u>38839</u>
03/02/2011	late-g	March 2011 Late Fee	50.00		1,365.00	<u>2678</u>
06/02/2011	late-g	June 2011 Late Fee	50.00		1,415.00	<u>2679</u>
07/02/2011	late-g	July 2011 Late Fee	50.00		1,465.00	<u>2681</u>
08/02/2011	late-g	August 2011 Late Fee	50.00		1,515.00	<u>2683</u>
09/02/2011	late-g	September 2011 Late Fee	50.00		1,565.00	<u>2686</u>
10/01/2011	rtoaklan	2011 Rent Adjustment Program	15.00		1,580.00	<u>2691</u>
12/01/2011	rent	Rent	35.48		1,615.48	<u>2711</u>
12/02/2011	late-g	December 2011 Late Fee	50.00		1,665.48	<u>2717</u>
01/01/2012	rent	Rent	1,535.37		3,200.85	<u>2729</u>
01/02/2012	late-g	Late Fee(G) January 2012 Late Fee	50.00		3,250.85	<u>9357</u>
01/08/2012		chk# 204		1,536.00	1,714.85	<u>4854</u>
02/01/2012	rent	Rent (02/2012)	1,535.37		3,250.22	<u>13875</u>
02/02/2012	late-g	Late Fee(G) February 2012 Late Fee	50.00		3,300.22	<u>14744</u>
02/07/2012		chk# 246		1,536.00	1,764.22	<u>8343</u>
03/01/2012	rent	Rent (03/2012)	1,535.37		3,299.59	<u>18665</u>
03/02/2012	late-g	Late Fee(G) March 2012 Late Fee	50.00		3,349.59	<u>20443</u>
03/07/2012		chk# 223		1,536.00	1,813.59	<u>13992</u>
04/01/2012	rent	Rent (04/2012)	1,535.37		3,348.96	<u>22680</u>
04/02/2012	late-g	Late Fee(G) April 2012 Late Fee	50.00		3,398.96	<u>23979</u>

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04/09/2012		chk# 213 bab		1,536.00	1,862.96	17438
04/10/2012	late-g	:Prog Gen Reverse for chg# 23979 Reverse 4/12 late fee	(50.00)		1,812.96	24232
05/01/2012	rent	Rent (05/2012)	1,535.37		3,348.33	25677
05/02/2012	late-g	Late Fee(G) May 2012 Late Fee	50.00		3,398.33	27538
05/08/2012		chk# 00224 :CHECKscan Payment		1,536.00	1,862.33	21031
06/01/2012	rent	Rent (06/2012)	1,566.08		3,428.41	29171
06/02/2012	late-g	Late Fee(G) June 2012 Late Fee	50.00		3,478.41	31138
06/08/2012		chk# 00212 :CHECKscan Payment		1,566.00	1,912.41	24532
07/01/2012	rent	Rent (07/2012)	1,566.08		3,478.49	32751
07/02/2012	late-g	Late Fee(G) July 2012 Late Fee	50.00		3,528.49	34750
07/06/2012		chk# 00252 :CHECKscan Payment		1,600.00	1,928.49	27804
08/01/2012	rent	Rent (08/2012)	1,566.08		3,494.57	36421
08/02/2012	late-g	Late Fee(G) August 2012 Late Fee	50.00		3,544.57	38596
08/13/2012		chk# 00260 :CHECKscan Payment Reversed by ctrl#32469		1,600.00	1,944.57	31587
09/01/2012	rent	Rent (09/2012)	1,566.08		3,510.65	40394
09/01/2012	nsf-g	Returned check charge	50.00		3,560.65	42183
09/01/2012		chk# 00260 NSF receipt Ctrl# 31587		(1,600.00)	5,160.65	32469
09/01/2012		chk# 20264975864 :CHECKscan Payment - Darrell Drew(r0001623)		200.00	4,960.65	32890
09/01/2012		chk# 40470134013474 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	4,460.65	32891
09/01/2012		chk# 20264975842 :CHECKscan Payment - Darrell Drew(r0001623)		220.00	4,240.65	32892
09/01/2012		chk# 20225194380 :CHECKscan Payment		650.00	3,590.65	32905
09/02/2012	late-g	Late Fee(G) September 2012 Late Fee	50.00		3,640.65	42395
09/11/2012	late-g	:Prog Gen Reverse for chg# 2678	(50.00)		3,590.65	42583
09/11/2012	late-g	:Prog Gen Reverse for chg# 2679	(50.00)		3,540.65	42584
09/11/2012	late-g	:Prog Gen Reverse for chg# 2681	(50.00)		3,490.65	42585
09/11/2012	late-g	:Prog Gen Reverse for chg# 2683	(50.00)		3,440.65	42586
09/11/2012	late-g	:Prog Gen Reverse for chg# 2686	(50.00)		3,390.65	42587
09/11/2012	late-g	:Prog Gen Reverse for chg# 2717	(50.00)		3,340.65	42588
09/11/2012	late-g	:Prog Gen Reverse for chg# 9357	(50.00)		3,290.65	42589
09/11/2012	late-g	:Prog Gen Reverse for chg# 14744	(50.00)		3,240.65	42590
09/11/2012	late-g	:Prog Gen Reverse for chg# 20443	(50.00)		3,190.65	42591
09/11/2012	late-g	:Prog Gen Reverse for chg# 27538	(50.00)		3,140.65	42592
09/11/2012	late-g	:Prog Gen Reverse for chg# 31138	(50.00)		3,090.65	42593
09/11/2012	late-g	:Prog Gen Reverse for chg# 34750	(50.00)		3,040.65	42594
09/11/2012	late-g	:Prog Gen Reverse for chg# 38596	(50.00)		2,990.65	42595
09/11/2012	nsf-g	:Prog Gen Reverse for chg# 42183	(50.00)		2,940.65	42596
09/11/2012	late-g	:Prog Gen Reverse for chg# 42395	(50.00)		2,890.65	42597
09/11/2012		chk# 20264998037 :CHECKscan Payment		600.00	2,290.65	35271
09/11/2012		chk# 20264998026 :CHECKscan Payment		1,000.00	1,290.65	35272
10/01/2012	rent	Rent (10/2012)	1,566.08		2,856.73	44237
10/01/2012	rtoaklan	2012 - Rent Adjustment Program Fee	15.00		2,871.73	46058
10/02/2012	late-g	Late Fee(G) October 2012 Late Fee	50.00		2,821.73	46170

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10/15/2012		chk# 20518407685 :CHECKscan Payment		260.00	2,661.73	39029
10/15/2012		chk# 40145712795333 :CHECKscan Payment		255.00	2,406.73	39030
11/01/2012	rent	Rent (11/2012)	1,566.08		3,972.81	47983
11/01/2012		chk# 20518408225 :CHECKscan Payment		1,000.00	2,972.81	40283
11/01/2012		chk# 20518408236 :CHECKscan Payment		100.00	2,872.81	40284
11/02/2012	late-g	Late Fee(G) November 2012 Late Fee	50.00		2,922.81	49949
11/09/2012		chk# 20518414121 :CHECKscan Payment - Darrell Drew(r0001623)		565.00	2,357.81	42669
11/09/2012		chk# 20518414110 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	1,357.81	42670
12/01/2012	rent	Rent (12/2012)	1,566.08		2,923.89	53812
12/02/2012	late-g	Late Fee(G) December 2012 Late Fee	50.00		2,973.89	55688
12/10/2012		chk# 20518417192 :CHECKscan Payment		1,000.00	1,973.89	46995
12/14/2012		chk# 20322769825 :CHECKscan Payment - Darrell Drew(r0001623)		250.00	1,723.89	47176
01/01/2013	rent	Rent (01/2013)	1,566.08		3,289.97	58426
01/01/2013		chk# 20518444517 :CHECKscan Payment - Darrell Drew(r0001623)		316.00	2,973.97	48006
01/02/2013	late-g	Late Fee(G) January 2013 Late Fee	50.00		3,023.97	59567
01/09/2013		chk# 00280 :CHECKscan Payment		1,565.00	1,458.97	50766
02/01/2013	rent	Rent (02/2013)	1,566.08		3,025.05	62480
02/02/2013	late-g	Late Fee(G) February 2013 Late Fee	50.00		3,075.05	63698
02/08/2013		chk# 00284 :CHECKscan Payment		1,565.00	1,510.05	54502
03/01/2013	rent	Rent (03/2013)	1,566.08		3,076.13	65608
03/02/2013	late-g	Late Fee(G) March 2013 Late Fee	50.00		3,126.13	67969
03/08/2013		chk# 20943708311 :CHECKscan Payment		1,000.00	2,126.13	58383
03/08/2013		chk# 20943708322 :CHECKscan Payment		565.00	1,561.13	58384
04/01/2013	rent	Rent (04/2013)	1,566.08		3,127.21	70190
04/02/2013	late-g	Late Fee(G) April 2013 Late Fee	50.00		3,177.21	72483
04/09/2013		chk# 20948554304 :CHECKscan Payment - Darrell Drew(r0001623)		565.00	2,612.21	62327
04/09/2013		chk# 20948554293 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	1,612.21	62328
05/01/2013	rent	Rent (05/2013)	1,566.08		3,178.29	74720
05/02/2013	late-g	Late Fee(G) May 2013 Late Fee	50.00		3,228.29	77394
05/08/2013		chk# 20948576523 :CHECKscan Payment - Darrell Drew(r0001623)		565.00	2,663.29	66332
05/08/2013		chk# 20948576512 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	1,663.29	66333
06/01/2013	rent	Rent (06/2013)	1,613.06		3,276.35	79796
06/02/2013	late-g	Late Fee(G) June 2013 Late Fee	50.00		3,326.35	82593
06/10/2013		chk# 20948586851 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	2,326.35	70616
06/10/2013		chk# 20948586862 :CHECKscan Payment - Darrell Drew(r0001623)		635.00	1,691.35	70617
07/01/2013	rent	Rent (07/2013)	1,613.06		3,304.41	85056
07/02/2013	late-g	Late Fee(G) July 2013 Late Fee	50.00		3,354.41	88144

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07/08/2013		chk# 21186351641 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	2,354.41	<u>74652</u>
07/12/2013		chk# 20739242463 :CHECKscan Payment - Darrell Drew(r0001623)		635.00	1,719.41	<u>74852</u>
08/01/2013	rent	Rent (08/2013)	1,613.06		3,332.47	<u>92296</u>
08/02/2013	late-g	Late Fee(G) August 2013 Late Fee	50.00		3,382.47	<u>94356</u>
08/14/2013		chk# 1057 85827708 :CHECKscan Payment		500.00	2,882.47	<u>79129</u>
08/14/2013		chk# 1057 85827719 :CHECKscan Payment		365.00	2,517.47	<u>79130</u>
08/14/2013		chk# 1057 85827697 :CHECKscan Payment		500.00	2,017.47	<u>79131</u>
09/01/2013	rent	Rent (09/2013)	1,613.06		3,630.53	<u>97131</u>
09/01/2013		chk# 00367 :CHECKscan Payment		250.00	3,380.53	<u>80275</u>
09/02/2013	late-g	Late Fee(G) September 2013 Late Fee	50.00		3,430.53	<u>100545</u>
09/16/2013		chk# 1057 85836222 :CHECKscan Payment - Darrell Drew(r0001623)		300.00	3,130.53	<u>83505</u>
10/01/2013	rent	Rent (10/2013)	1,613.06		4,743.59	<u>103493</u>
10/01/2013		chk# 00323 :CHECKscan Payment		1,350.00	3,393.59	<u>84668</u>
10/02/2013	late-g	Late Fee(G) October 2013 Late Fee	50.00		3,443.59	<u>106879</u>
10/07/2013	rtoaklan	2013 - Rent Adjustment Program Fee	15.00		3,458.59	<u>107093</u>
10/08/2013		chk# 00315 :CHECKscan Payment		1,574.18	1,884.41	<u>87663</u>
11/01/2013	rent	Rent (11/2013)	1,613.06		3,497.47	<u>110135</u>
11/02/2013	late-g	Late Fee(G) November 2013 Late Fee	50.00		3,547.47	<u>113623</u>
11/08/2013		chk# 1058 25913336 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	3,047.47	<u>92048</u>
11/08/2013		chk# 1058 25913325 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	2,547.47	<u>92049</u>
11/08/2013		chk# 1058 25913347 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	2,047.47	<u>92050</u>
11/08/2013		chk# 1058 25913358 :CHECKscan Payment - Darrell Drew(r0001623)		113.00	1,934.47	<u>92051</u>
12/01/2013	rent	Rent (12/2013)	1,613.06		3,547.53	<u>119063</u>
12/02/2013	late-g	Late Fee(G) December 2013 Late Fee	50.00		3,597.53	<u>122676</u>
12/10/2013	late-g	:Prog Gen Reverse for chg# 122676	(50.00)		3,547.53	<u>123027</u>
12/10/2013		chk# 21389389604 :CHECKscan Payment - Violetta Babich Drew(r0001621)		613.00	2,934.53	<u>97200</u>
12/10/2013		chk# 21389389593 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,934.53	<u>97201</u>
01/01/2014	rent	Rent (01/2014)	1,613.06		3,547.59	<u>125876</u>
01/02/2014	late-g	Late Fee(G) January 2014 Late Fee	50.00		3,597.59	<u>129340</u>
01/13/2014		chk# 00307 :CHECKscan Payment		1,613.00	1,984.59	<u>101288</u>
02/01/2014	rent	Rent (02/2014)	1,613.06		3,597.65	<u>132569</u>
02/02/2014	late-g	Late Fee(G) February 2014 Late Fee	50.00		3,647.65	<u>136458</u>
02/07/2014		chk# 00316 :CHECKscan Payment		1,613.00	2,034.65	<u>105235</u>
03/01/2014	rent	Rent (03/2014)	1,613.06		3,647.71	<u>139509</u>
03/02/2014	late-g	Late Fee(G) March 2014 Late Fee	50.00		3,697.71	<u>143417</u>
03/10/2014		chk# 21389388974 :CHECKscan Payment - Darrell Drew(r0001623)		613.00	3,084.71	<u>109404</u>
03/10/2014		chk# 21389388963 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	3,084.71	<u>109405</u>

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04/01/2014	rent	Rent (04/2014)	1,613.06		3,697.77	<u>146533</u>
04/02/2014	late-g	Late Fee(G) April 2014 Late Fee	50.00		3,747.77	<u>150739</u>
04/16/2014		chk# 21871005197		1,000.00	2,747.77	<u>113893</u>
05/01/2014	rent	Rent (05/2014)	1,613.06		4,360.83	<u>154064</u>
05/01/2014		chk# 00365 :CHECKscan Payment		213.00	4,147.83	<u>114914</u>
05/01/2014		chk# 21871007076 :CHECKscan Payment - Darrell Drew(r0001623)		400.00	3,747.83	<u>114915</u>
05/02/2014	late-g	Late Fee(G) May 2014 Late Fee	50.00		3,797.83	<u>158131</u>
05/08/2014		chk# 00376 :CHECKscan Payment		1,613.00	2,184.83	<u>117937</u>
06/01/2014	rent	Rent (06/2014)	1,646.93		3,831.76	<u>161238</u>
06/02/2014	late-g	Late Fee(G) June 2014 Late Fee	50.00		3,881.76	<u>165446</u>
06/09/2014		chk# 21871035652 :CHECKscan Payment		613.00	3,268.76	<u>122056</u>
06/09/2014		chk# 21871035641 :CHECKscan Payment		34.00	3,234.76	<u>122057</u>
06/09/2014		chk# 21871035663 :CHECKscan Payment		1,000.00	2,234.76	<u>122069</u>
07/01/2014	rent	Rent (07/2014)	1,646.93		3,881.69	<u>168984</u>
07/02/2014	late-g	Late Fee(G) July 2014 Late Fee	50.00		3,931.69	<u>173404</u>
07/07/2014		chk# 00387 :CHECKscan Payment		1,646.00	2,285.69	<u>126288</u>
08/01/2014	rent	Rent (08/2014)	1,646.93		3,932.62	<u>176954</u>
08/02/2014	late-g	Late Fee(G) August 2014 Late Fee	50.00		3,982.62	<u>181589</u>
08/07/2014		chk# 00393 :CHECKscan Payment		1,646.00	2,336.62	<u>130897</u>
09/01/2014	rent	Rent (09/2014)	1,646.93		3,983.55	<u>184957</u>
09/01/2014		chk# 0010303286 :CHECKscan Payment - Darrell Drew(r0001623)		1,947.00	2,036.55	<u>133105</u>
10/01/2014	rent	Rent (10/2014)	1,646.93		3,683.48	<u>193128</u>
10/01/2014		chk# 00384 :CHECKscan Payment		1,646.00	2,037.48	<u>136652</u>
10/15/2014	rtoaklan	2014 - Rent Adjustment Program Fee	15.00		2,052.48	<u>198185</u>
11/01/2014	rent	Rent (11/2014)	1,646.93		3,699.41	<u>201089</u>
11/02/2014	late-g	Late Fee(G) November 2014 Late Fee	50.00		3,749.41	<u>208146</u>
11/03/2014		chk# 22312915233 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	3,249.41	<u>143088</u>
11/03/2014		chk# 22312915244 :CHECKscan Payment - Darrell Drew(r0001623)		346.00	2,903.41	<u>143089</u>
11/03/2014		chk# 22312915255 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	2,403.41	<u>143090</u>
11/10/2014		chk# 00398 :CHECKscan Payment		300.00	2,103.41	<u>144425</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 46170	(50.00)		2,053.41	<u>208931</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 49949	(50.00)		2,003.41	<u>208932</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 55688	(50.00)		1,953.41	<u>208933</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 59567	(50.00)		1,903.41	<u>208934</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 63698	(50.00)		1,853.41	<u>208935</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 67969	(50.00)		1,803.41	<u>208936</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 72483	(50.00)		1,753.41	<u>208937</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 77394	(50.00)		1,703.41	<u>208938</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 82593	(50.00)		1,653.41	<u>208939</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 88144	(50.00)		1,603.41	<u>208940</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 94356	(50.00)		1,553.41	<u>208941</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 100545	(50.00)		1,503.41	<u>208942</u>

**000245**

11/19/2014	late-g	:Prog Gen Reverse for chg# 106879	(50.00)		1,453.41	<u>208943</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 113623	(50.00)		1,403.41	<u>208944</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 129340	(50.00)		1,353.41	<u>208945</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 136458	(50.00)		1,303.41	<u>208946</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 143417	(50.00)		1,253.41	<u>208947</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 150739	(50.00)		1,203.41	<u>208948</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 158131	(50.00)		1,153.41	<u>208949</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 165446	(50.00)		1,103.41	<u>208950</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 173404	(50.00)		1,053.41	<u>208951</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 181589	(50.00)		1,003.41	<u>208952</u>
11/19/2014	late-g	:Prog Gen Reverse for chg# 208146	(50.00)		953.41	<u>208953</u>
12/01/2014	rent	Rent (12/2014)	1,646.93		2,600.34	<u>211550</u>
12/02/2014	late-g	Late Fee(G) December 2014 Late Fee	50.00		2,650.34	<u>216379</u>
12/03/2014		chk# 22312932017 :CHECKscan Payment - Darrell Drew(r0001623)		800.00	1,850.34	<u>148301</u>
12/03/2014		chk# 22312932006 :CHECKscan Payment - Darrell Drew(r0001623)		205.00	1,645.34	<u>148302</u>
12/08/2014		chk# 22312938407 :CHECKscan Payment - Darrell Drew(r0001623)		700.00	945.34	<u>148734</u>
01/01/2015	rent	Rent (01/2015)	1,646.93		2,592.27	<u>219765</u>
01/02/2015	late-g	Late Fee(G) January 2015 Late Fee	50.00		2,642.27	<u>224390</u>
01/12/2015		chk# 00395 :CHECKscan Payment		1,646.00	996.27	<u>153053</u>
02/01/2015	rent	Rent (02/2015)	1,646.93		2,643.20	<u>227664</u>
02/02/2015	late-g	Late Fee(G) February 2015 Late Fee	50.00		2,693.20	<u>232413</u>
02/09/2015		chk# 00370 :CHECKscan Payment		1,646.00	1,047.20	<u>157416</u>
03/01/2015	rent	Rent (03/2015)	1,646.93		2,694.13	<u>235685</u>
03/02/2015	late-g	Late Fee(G) March 2015 Late Fee	50.00		2,744.13	<u>240278</u>
03/09/2015		chk# 00433 :CHECKscan Payment		1,700.00	1,044.13	<u>161743</u>
04/01/2015	rent	Rent (04/2015)	1,646.93		2,691.06	<u>243710</u>
04/02/2015	late-g	Late Fee(G) April 2015 Late Fee	50.00		2,741.06	<u>248438</u>
04/15/2015		chk# 00442 :CHECKscan Payment		1,646.43	1,094.63	<u>166429</u>
05/01/2015	rent	Rent (05/2015)	1,646.93		2,741.56	<u>251865</u>
05/02/2015	late-g	Late Fee(G) May 2015 Late Fee	50.00		2,791.56	<u>256306</u>
05/08/2015		chk# 00443 :CHECKscan Payment		1,646.00	1,145.56	<u>170646</u>
06/01/2015	rent	Rent (06/2015)	1,678.22		2,823.78	<u>259613</u>
06/02/2015	late-g	Late Fee(G) June 2015 Late Fee	50.00		2,873.78	<u>264206</u>
06/08/2015		chk# 00445 :CHECKscan Payment		1,700.00	1,173.78	<u>175014</u>
07/01/2015	rent	Rent (07/2015)	1,678.22		2,852.00	<u>267363</u>
07/02/2015	late-g	Late Fee(G) July 2015 Late Fee	50.00		2,902.00	<u>271937</u>
07/09/2015		chk# 00476 :CHECKscan Payment		1,700.00	1,202.00	<u>179606</u>
08/01/2015	rent	Rent (08/2015)	1,678.22		2,880.22	<u>275138</u>
08/02/2015	late-g	Late Fee(G) August 2015 Late Fee	50.00		2,930.22	<u>279616</u>
08/07/2015		chk# 00330 :CHECKscan Payment		1,700.00	1,230.22	<u>184183</u>
09/01/2015	rent	Rent (09/2015)	1,678.22		2,908.44	<u>282653</u>
09/02/2015	late-g	Late Fee(G) September 2015 Late Fee :Reversed by Charge Ctrl# 445774	50.00		2,958.44	<u>287171</u>

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09/11/2015		chk# 0099 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,700.00	1,258.44	<u>188939</u>
10/01/2015	rent	Rent (10/2015)	1,678.22		2,936.66	<u>290232</u>
10/02/2015	late-g	Late Fee(G) October 2015 Late Fee :Reversed by Charge Ctrl# 445775	50.00		2,986.66	<u>294538</u>
10/13/2015		chk# 22876998557 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	1,986.66	<u>193569</u>
10/13/2015		chk# 22876998568 :CHECKscan Payment - Darrell Drew(r0001623)		650.00	1,336.66	<u>193570</u>
10/15/2015	rtoaklan	2015 - Rent Adjustment Program Fee	15.00		1,351.66	<u>294990</u>
11/01/2015	rent	Rent (11/2015)	1,678.22		3,029.88	<u>297484</u>
11/01/2015		chk# 00481 :CHECKscan Payment		1,700.00	1,329.88	<u>195985</u>
12/01/2015	rent	Rent (12/2015)	1,678.22		3,008.10	<u>307941</u>
12/02/2015	late-g	Late Fee(G) December 2015 Late Fee :Reversed by Charge Ctrl# 445776	50.00		3,058.10	<u>312183</u>
12/07/2015		chk# 00298 :CHECKscan Payment		1,700.00	1,358.10	<u>203217</u>
01/01/2016	rent	Rent (01/2016)	1,678.22		3,036.32	<u>315408</u>
01/04/2016		chk# 1888 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,700.00	1,336.32	<u>206360</u>
02/01/2016	rent	Rent (02/2016)	1,678.22		3,014.54	<u>322296</u>
02/01/2016		chk# 23274551158 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	2,014.54	<u>209465</u>
02/01/2016		chk# 23274551160 :CHECKscan Payment - Darrell Drew(r0001623)		686.00	1,328.54	<u>209466</u>
03/01/2016	rent	Rent (03/2016)	1,678.22		3,006.76	<u>329471</u>
03/02/2016		chk# 23292302670 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	2,006.76	<u>216131</u>
03/02/2016		chk# 23292302681 :CHECKscan Payment - Darrell Drew(r0001623)		700.00	1,306.76	<u>216132</u>
04/01/2016	rent	Rent (04/2016)	1,678.22		2,984.98	<u>336763</u>
04/01/2016		chk# 040975 :CHECKscan Payment - Gaetani Real Estate - Late Fee refund		114.33	2,870.65	<u>219547</u>
04/02/2016	late-g	Late Fee(G) April 2016 Late Fee :Reversed by Charge Ctrl# 445777	50.00		2,920.65	<u>341148</u>
04/04/2016		chk# 1890 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,286.00	1,634.65	<u>220847</u>
04/11/2016		chk# 23292320826 :CHECKscan Payment - Darrell Drew(r0001623)		400.00	1,234.65	<u>221952</u>
05/01/2016	rent	Rent (05/2016)	1,678.22		2,912.87	<u>344171</u>
05/02/2016	late-g	Late Fee(G) May 2016 Late Fee :Reversed by Charge Ctrl# 445778	50.00		2,962.87	<u>348487</u>
05/09/2016		chk# 6692 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,686.00	1,276.87	<u>226630</u>
06/01/2016	rent	Rent (06/2016)	1,706.75		2,983.62	<u>351526</u>
06/01/2016		chk# 97 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,703.00	1,280.62	<u>228727</u>
07/01/2016	rent	Rent (07/2016)	1,706.75		2,987.37	<u>360794</u>
07/02/2016	late-g	Late Fee(G) July 2016 Late Fee :Reversed by Charge Ctrl# 445779	50.00		2,987.37	<u>364011</u>

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07/08/2016		chk# 8605 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,281.37	<u>237137</u>
08/01/2016	rent	Rent (08/2016)	1,706.75		2,988.12	<u>366895</u>
08/02/2016	late-g	Late Fee(G) August 2016 Late Fee :Reversed by Charge Ctrl# 445780	50.00		3,038.12	<u>371855</u>
08/08/2016		chk# 9193 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,282.12	<u>242313</u>
09/01/2016	rent	Rent (09/2016)	1,706.75		2,988.87	<u>375035</u>
09/02/2016	late-g	Late Fee(G) September 2016 Late Fee :Reversed by Charge Ctrl# 445781	50.00		3,038.87	<u>379927</u>
09/08/2016		chk# 9194 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,282.87	<u>247998</u>
10/01/2016	rent	Rent (10/2016)	1,706.75		2,989.62	<u>383013</u>
10/04/2016	late-g	Late Fee(G) October 2016 Late Fee :Reversed by Charge Ctrl# 445782	50.00		3,039.62	<u>387871</u>
10/06/2016	rtoaklan	2016 - Rent Adjustment Program Fee	15.00		3,054.62	<u>388099</u>
10/07/2016		chk# 9199 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,298.62	<u>253180</u>
11/01/2016	rent	Rent (11/2016)	1,706.75		3,005.37	<u>392580</u>
11/02/2016	late-g	Late Fee(G) November 2016 Late Fee :Reversed by Charge Ctrl# 445783	50.00		3,055.37	<u>398715</u>
11/07/2016		chk# 9198 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,299.37	<u>258541</u>
12/01/2016	rent	Rent (12/2016)	1,706.75		3,006.12	<u>402205</u>
12/02/2016	late-g	Late Fee(G) December 2016 Late Fee :Reversed by Charge Ctrl# 445784	50.00		3,056.12	<u>406514</u>
12/09/2016		chk# 9201 :CHECKscan Payment - Violetta Babich Drew(r0001621)		256.00	2,800.12	<u>264186</u>
12/09/2016		chk# 9202 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,500.00	1,300.12	<u>264187</u>
01/01/2017	rent	Rent (01/2017)	1,706.75		3,006.87	<u>409590</u>
01/02/2017	late-g	Late Fee(G) January 2017 Late Fee :Reversed by Charge Ctrl# 445785	50.00		3,056.87	<u>414247</u>
01/13/2017		chk# 5930 :CHECKscan Payment - Violetta Babich Drew(r0001621)		806.00	2,250.87	<u>269526</u>
01/19/2017		chk# 5928 :CHECKscan Payment - Violetta Babich Drew(r0001621)		900.75	1,350.12	<u>269637</u>
02/01/2017	rent	Rent (02/2017)	1,706.75		3,056.87	<u>418343</u>
02/02/2017	late-g	Late Fee(G) February 2017 Late Fee :Reversed by Charge Ctrl# 445786	50.00		3,106.87	<u>421866</u>
02/08/2017		chk# 5927 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,350.87	<u>274364</u>
03/01/2017	rent	Rent (03/2017)	1,706.75		3,057.62	<u>424906</u>
03/02/2017	late-g	Late Fee(G) March 2017 Late Fee :Reversed by Charge Ctrl# 445787	50.00		3,107.62	<u>429644</u>
03/09/2017		chk# 5926 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,351.62	<u>279519</u>
04/01/2017	rent	Rent (04/2017)	1,706.75		3,058.37	<u>432857</u>

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04/02/2017	late-g	Late Fee(G) April 2017 Late Fee :Reversed by Charge Ctrl# 445788	50.00		3,108.37	<u>437700</u>
04/10/2017		chk# 7144 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,756.00	1,352.37	<u>285005</u>
05/01/2017	rent	Rent (05/2017)	1,706.75		3,059.12	<u>440693</u>
05/02/2017	late-g	Late Fee(G) May 2017 Late Fee :Reversed by Charge Ctrl# 445789	50.00		3,109.12	<u>445543</u>
05/05/2017	late-g	:Reverse Charge Ctrl#287171	(50.00)		3,059.12	<u>445774</u>
05/05/2017	late-g	:Reverse Charge Ctrl#294538	(50.00)		3,009.12	<u>445775</u>
05/05/2017	late-g	:Reverse Charge Ctrl#312183	(50.00)		2,959.12	<u>445776</u>
05/05/2017	late-g	:Reverse Charge Ctrl#341148	(50.00)		2,909.12	<u>445777</u>
05/05/2017	late-g	:Reverse Charge Ctrl#348487	(50.00)		2,859.12	<u>445778</u>
05/05/2017	late-g	:Reverse Charge Ctrl#364011	(50.00)		2,809.12	<u>445779</u>
05/05/2017	late-g	:Reverse Charge Ctrl#371855	(50.00)		2,759.12	<u>445780</u>
05/05/2017	late-g	:Reverse Charge Ctrl#379927	(50.00)		2,709.12	<u>445781</u>
05/05/2017	late-g	:Reverse Charge Ctrl#387871	(50.00)		2,659.12	<u>445782</u>
05/05/2017	late-g	:Reverse Charge Ctrl#398715	(50.00)		2,609.12	<u>445783</u>
05/05/2017	late-g	:Reverse Charge Ctrl#406514	(50.00)		2,559.12	<u>445784</u>
05/05/2017	late-g	:Reverse Charge Ctrl#414247	(50.00)		2,509.12	<u>445785</u>
05/05/2017	late-g	:Reverse Charge Ctrl#421866	(50.00)		2,459.12	<u>445786</u>
05/05/2017	late-g	:Reverse Charge Ctrl#429644	(50.00)		2,409.12	<u>445787</u>
05/05/2017	late-g	:Reverse Charge Ctrl#437700	(50.00)		2,359.12	<u>445788</u>
05/05/2017	late-g	:Reverse Charge Ctrl#445543	(50.00)		2,309.12	<u>445789</u>
05/08/2017		chk# 7147 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,356.00	953.12	<u>290157</u>
05/11/2017		chk# 7150 :CHECKscan Payment - Violetta Babich Drew(r0001621)		400.00	553.12	<u>290566</u>
06/01/2017	rent	Rent (06/2017)	1,740.89		2,294.01	<u>450287</u>
06/02/2017	late-g	Late Fee(G) June 2017 Late Fee :Reversed by Charge Ctrl# 509858	50.00		2,344.01	<u>453791</u>
06/07/2017		chk# 7149 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,856.00	488.01	<u>296254</u>
07/01/2017	rent	Rent (07/2017)	1,740.89		2,228.90	<u>456966</u>
07/02/2017	late-g	Late Fee(G) July 2017 Late Fee :Reversed by Charge Ctrl# 509859	50.00		2,278.90	<u>462218</u>
07/12/2017		chk# 7152 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,256.00	1,022.90	<u>302705</u>
07/12/2017		chk# 7155 :CHECKscan Payment - Violetta Babich Drew(r0001621)		600.00	422.90	<u>302706</u>
08/01/2017	rent	Rent (08/2017)	1,740.89		2,163.79	<u>466787</u>
08/02/2017	late-g	Late Fee(G) August 2017 Late Fee :Reversed by Charge Ctrl# 509860	50.00		2,213.79	<u>470397</u>
08/09/2017		chk# 7151 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,856.00	357.79	<u>309031</u>
09/01/2017	rent	Rent (09/2017)	1,740.89		2,098.68	<u>474977</u>
09/05/2017		chk# 9203 :CHECKscan Payment - Violetta Babich Drew(r0001621)		950.00	1,148.68	<u>314395</u>

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09/06/2017	late-g	Late Fee(G) September 2017 Late Fee :Reversed by Charge Ctrl# 509861	50.00		1,198.68	<u>479143</u>
09/18/2017		chk# 24501843347 :CHECKscan Payment - Violetta Babich Drew(r0001621)		791.00	407.68	<u>315623</u>
10/01/2017	rent	Rent (10/2017)	1,740.89		2,148.57	<u>481988</u>
10/01/2017	rtoaklan	2017 - Rent Adjustment Program Fee	34.00		2,182.57	<u>486945</u>
10/02/2017	late-g	Late Fee(G) October 2017 Late Fee :Reversed by Charge Ctrl# 509862	50.00		2,232.57	<u>487144</u>
10/10/2017		chk# 1078119960 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,740.00	492.57	<u>321537</u>
11/01/2017	rent	Rent (11/2017)	1,740.89		2,233.46	<u>491596</u>
11/02/2017	late-g	Late Fee(G) November 2017 Late Fee :Reversed by Charge Ctrl# 509863	50.00		2,283.46	<u>500948</u>
11/13/2017		chk# 1078120131 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,300.00	983.46	<u>328314</u>
12/01/2017	rent	Rent (12/2017)	1,740.89		2,724.35	<u>505324</u>
12/01/2017		chk# 24501869032 :CHECKscan Payment		240.00	2,484.35	<u>329761</u>
12/01/2017		chk# 24501872856 :CHECKscan Payment		250.00	2,234.35	<u>329828</u>
12/02/2017	late-g	Late Fee(G) December 2017 Late Fee :Reversed by Charge Ctrl# 509864	50.00		2,284.35	<u>508985</u>
12/13/2017		chk# 0167 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,740.00	544.35	<u>334029</u>
12/19/2017	late-g	:Reverse Charge Ctrl#453791	(50.00)		494.35	<u>509858</u>
12/19/2017	late-g	:Reverse Charge Ctrl#462218	(50.00)		444.35	<u>509859</u>
12/19/2017	late-g	:Reverse Charge Ctrl#470397	(50.00)		394.35	<u>509860</u>
12/19/2017	late-g	:Reverse Charge Ctrl#479143	(50.00)		344.35	<u>509861</u>
12/19/2017	late-g	:Reverse Charge Ctrl#487144	(50.00)		294.35	<u>509862</u>
12/19/2017	late-g	:Reverse Charge Ctrl#500948	(50.00)		244.35	<u>509863</u>
12/19/2017	late-g	:Reverse Charge Ctrl#508985	(50.00)		194.35	<u>509864</u>
01/01/2018	rent	Rent (01/2018)	1,740.89		1,935.24	<u>511676</u>
01/02/2018		chk# 24501890384 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	935.24	<u>337868</u>
01/02/2018		chk# 24501890395 :CHECKscan Payment - Violetta Babich Drew(r0001621)		740.00	195.24	<u>337869</u>
02/01/2018	rent	Rent (02/2018)	1,740.89		1,936.13	<u>520053</u>
02/01/2018		chk# 0168 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,700.00	236.13	<u>342203</u>
03/01/2018	rent	Rent (03/2018)	1,740.89		1,977.02	<u>527913</u>
03/02/2018	late-g	Late Fee(G) March 2018 Late Fee	50.00		2,027.02	<u>532505</u>
03/07/2018		chk# 3670 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,700.00	327.02	<u>350423</u>
04/01/2018	rent	Rent (04/2018)	1,740.89		2,067.91	<u>535862</u>
04/02/2018	late-g	Late Fee(G) April 2018 Late Fee	50.00		2,117.91	<u>540158</u>
04/09/2018		chk# 0173 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,700.00	417.91	<u>355877</u>
05/01/2018	rent	Rent (05/2018)	1,740.89		2,158.80	<u>543521</u>
05/02/2018	late-g	Late Fee(G) May 2018 Late Fee	50.00		2,208.80	<u>548076</u>

**000250**

05/07/2018		chk# 3671 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,780.00	428.80	<u>361401</u>
06/01/2018	rent	Rent (06/2018)	1,780.93		2,209.73	<u>551184</u>
06/01/2018		chk# 24909469918 :CHECKscan Payment - Violetta Babich Drew(r0001621)		430.00	1,779.73	<u>365670</u>
06/01/2018		chk# 9 24909469931 :CHECKscan Payment - Violetta Babich Drew(r0001621)		781.00	998.73	<u>365671</u>
06/01/2018		chk# 24909469920 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	(1.27)	<u>365672</u>
07/01/2018	rent	Rent (07/2018)	1,780.93		1,779.66	<u>558907</u>
07/02/2018		chk# 3675 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,780.00	(0.34)	<u>371583</u>
08/01/2018	rent	Rent (08/2018)	1,780.93		1,780.59	<u>566665</u>
08/02/2018	late-g	Late Fee(G) August 2018 Late Fee :Reversed by Charge Ctrl# 596006	50.00		1,830.59	<u>571278</u>
08/10/2018		chk# 25262339411 :CHECKscan Payment		780.00	1,050.59	<u>378524</u>
09/01/2018	rent	Rent (09/2018)	1,780.93		2,831.52	<u>574468</u>
09/01/2018		chk# 25262338781 :CHECKscan Payment		1,000.00	1,831.52	<u>379990</u>
09/02/2018	late-g	Late Fee(G) September 2018 Late Fee :Reversed by Charge Ctrl# 596007	50.00		1,881.52	<u>579080</u>
09/11/2018		chk# 25262356184 :CHECKscan Payment - Violetta Babich Drew(r0001621)		700.00	1,181.52	<u>384128</u>
09/17/2018		chk# 25262359896 :CHECKscan Payment - Darrell Drew(r0001623)		400.00	781.52	<u>384297</u>
10/01/2018	rent	Rent (10/2018)	1,780.93		2,562.45	<u>582244</u>
10/01/2018		chk# 25262357376 :CHECKscan Payment		680.00	1,882.45	<u>385988</u>
10/02/2018	late-g	Late Fee(G) October 2018 Late Fee :Reversed by Charge Ctrl# 596008	50.00		1,932.45	<u>586424</u>
10/09/2018		chk# 25262365882 :CHECKscan Payment - Darrell Drew(r0001623)		780.00	1,152.45	<u>389338</u>
11/01/2018	rent	Rent (11/2018)	1,780.93		2,933.38	<u>593044</u>
11/01/2018	rtboard	2018 - Rent Adjustment Program Fee	34.00		2,967.38	<u>595945</u>
11/01/2018	late-g	:Reverse Charge Ctrl#571278	(50.00)		2,917.38	<u>596006</u>
11/01/2018	late-g	:Reverse Charge Ctrl#579080	(50.00)		2,867.38	<u>596007</u>
11/01/2018	late-g	:Reverse Charge Ctrl#586424	(50.00)		2,817.38	<u>596008</u>
11/01/2018	specific	Credit - Plumbing Issues	(1,000.00)		1,817.38	<u>596009</u>
11/06/2018		chk# 25262380787 :CHECKscan Payment		500.00	1,317.38	<u>394690</u>
11/13/2018		chk# 1061 :CHECKscan Payment - Violetta Babich Drew(r0001621)		500.00	817.38	<u>395123</u>
12/01/2018	rent	Rent (12/2018)	1,780.93		2,598.31	<u>599240</u>
12/01/2018		chk# 25262394017 :CHECKscan Payment - Darrell Drew(r0001623)		180.00	2,418.31	<u>396772</u>
12/01/2018		chk# 321453637 :CHECKscan Payment		400.00	2,018.31	<u>396927</u>
12/02/2018	late-g	Late Fee(G) December 2018 Late Fee	50.00		2,068.31	<u>603578</u>
12/03/2018		chk# 25262395672 :CHECKscan Payment - Darrell Drew(r0001623)		200.00	1,868.31	<u>399103</u>
12/10/2018		chk# 8 25510900140 :CHECKscan Payment - Violetta Babich Drew(r0001621)		780.00	1,088.31	<u>400242</u>

**000251**

12/19/2018		chk# 9 25510901117 :CHECKscan Payment - Violetta Babich Drew(r0001621)		500.00	588.31	<u>400560</u>
01/01/2019	rent	Rent (01/2019)	1,780.93		2,369.24	<u>606431</u>
01/02/2019	late-g	Late Fee(G) January 2019 Late Fee	50.00		2,419.24	<u>610906</u>
01/02/2019		chk# 25510907608 :CHECKscan Payment - Darrell Drew(r0001623)		350.00	2,069.24	<u>403768</u>
01/14/2019		chk# 25510913785 :CHECKscan Payment - Violetta Babich Drew(r0001621)		800.00	1,269.24	<u>405682</u>
02/01/2019	rent	Rent (02/2019)	1,780.93		3,050.17	<u>613714</u>
02/01/2019		chk# 697 08407197 :CHECKscan Payment - Darrell Drew(r0001623)		400.00	2,650.17	<u>407998</u>
02/02/2019	late-g	Late Fee(G) February 2019 Late Fee	50.00		2,700.17	<u>618119</u>
02/11/2019		chk# 25510927318 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	2,200.17	<u>410867</u>
02/11/2019		chk# 25510937027 :CHECKscan Payment - Darrell Drew(r0001623)		780.00	1,420.17	<u>410868</u>
02/11/2019		chk# 25510927307 :CHECKscan Payment - Darrell Drew(r0001623)		500.00	920.17	<u>410869</u>
03/01/2019	rent	Rent (03/2019)	1,780.93		2,701.10	<u>621053</u>
03/01/2019		chk# 25510928984 :CHECKscan Payment - Darrell Drew(r0001623)		300.00	2,401.10	<u>412277</u>
03/02/2019	late-g	Late Fee(G) March 2019 Late Fee	50.00		2,451.10	<u>625500</u>
03/11/2019		chk# 25510949908 :CHECKscan Payment - Darrell Drew(r0001623)		780.00	1,671.10	<u>416279</u>
03/11/2019		chk# 25510949897 :CHECKscan Payment - Darrell Drew(r0001623)		1,000.00	671.10	<u>416288</u>
04/01/2019	rent	Rent (04/2019)	1,780.93		2,452.03	<u>628552</u>
04/01/2019		chk# 6 25510951091 :CHECKscan Payment - Darrell Drew(r0001623)		200.00	2,252.03	<u>417661</u>
04/02/2019	late-g	Late Fee(G) April 2019 Late Fee	50.00		2,302.03	<u>633151</u>
04/08/2019		chk# 25510955951 :CHECKscan Payment - Violetta Babich Drew(r0001621)		500.00	1,802.03	<u>421598</u>
04/08/2019		chk# 25510955747 :CHECKscan Payment - Violetta Babich Drew(r0001621)		780.00	1,022.03	<u>421599</u>
04/08/2019		chk# 25510955940 :CHECKscan Payment - Violetta Babich Drew(r0001621)		500.00	522.03	<u>421600</u>
05/01/2019	rent	Rent (05/2019)	1,780.93		2,302.96	<u>638035</u>
05/02/2019	late-g	Late Fee(G) May 2019 Late Fee	50.00		2,352.96	<u>641324</u>
05/10/2019		chk# 25707245973 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,352.96	<u>427727</u>
05/10/2019		chk# 25707245984 :CHECKscan Payment - Violetta Babich Drew(r0001621)		400.00	952.96	<u>427728</u>
06/01/2019	rent	Rent (06/2019)	1,841.48		2,794.44	<u>644271</u>
06/01/2019		chk# 25510983952 :CHECKscan Payment - Violetta Babich Drew(r0001621)		400.00	2,394.44	<u>429529</u>
06/02/2019	late-g	Late Fee(G) June 2019 Late Fee	50.00		2,444.44	<u>649090</u>
06/10/2019		chk# 25707266548 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,444.44	<u>433226</u>

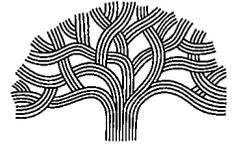
**000252**

06/10/2019		chk# 25707266550 :CHECKscan Payment - Violetta Babich Drew(r0001621)		400.00	1,044.44	<u>433227</u>
06/17/2019		chk# 25510999770 :CHECKscan Payment - Violetta Babich Drew(r0001621)		250.00	794.44	<u>433576</u>
07/01/2019	rent	Rent (07/2019)	1,841.48		2,635.92	<u>652090</u>
07/01/2019		chk# 697 08350052 :CHECKscan Payment - Violetta Babich Drew(r0001621)		120.00	2,515.92	<u>435476</u>
07/02/2019	late-g	Late Fee(G) July 2019 Late Fee	50.00		2,565.92	<u>657362</u>
07/08/2019		chk# 25837413941 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,565.92	<u>438927</u>
07/08/2019		chk# 2583741 952 :CHECKscan Payment - Violetta Babich Drew(r0001621)		300.00	1,265.92	<u>438928</u>
07/15/2019		chk# 25837416966 :CHECKscan Payment - Violetta Babich Drew(r0001621)		600.00	665.92	<u>439510</u>
08/01/2019	rent	Rent (08/2019)	1,841.48		2,507.40	<u>660458</u>
08/02/2019	late-g	Late Fee(G) August 2019 Late Fee	50.00		2,557.40	<u>665573</u>
08/12/2019		chk# 25510975211 :CHECKscan Payment - Violetta Babich Drew(r0001621)		875.00	1,682.40	<u>445419</u>
08/12/2019		chk# 25510975200 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	682.40	<u>445420</u>
09/01/2019	rent	Rent (09/2019)	1,841.48		2,523.88	<u>668857</u>
09/02/2019	late-g	Late Fee(G) September 2019 Late Fee	50.00		2,573.88	<u>674121</u>
09/10/2019		chk# 25837446486 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,573.88	<u>451409</u>
09/10/2019		chk# 25837446497 :CHECKscan Payment - Violetta Babich Drew(r0001621)		600.00	973.88	<u>451410</u>
09/10/2019		chk# 25837442616 :CHECKscan Payment - Violetta Babich Drew(r0001621)		300.00	673.88	<u>451411</u>
10/01/2019	rent	Rent (10/2019)	1,841.48		2,515.36	<u>677234</u>
10/02/2019	late-g	Late Fee(G) October 2019 Late Fee	50.00		2,565.36	<u>682451</u>
10/07/2019		chk# 25837440952 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,565.36	<u>457188</u>
10/07/2019		chk# 25837457567 :CHECKscan Payment - Violetta Babich Drew(r0001621)		350.00	1,215.36	<u>457189</u>
10/07/2019		chk# 25837440963 :CHECKscan Payment - Violetta Babich Drew(r0001621)		200.00	1,015.36	<u>457201</u>
10/07/2019		chk# 25837457578 :CHECKscan Payment - Violetta Babich Drew(r0001621)		350.00	665.36	<u>457202</u>
11/01/2019	rent	Rent (11/2019)	1,841.48		2,506.84	<u>685666</u>
11/01/2019	rtoaklan	2019 Rent Adjustment Program Fee	34.00		2,540.84	<u>691087</u>
11/02/2019	late-g	Late Fee(G) November 2019 Late Fee	50.00		2,590.84	<u>693978</u>
11/12/2019		chk# 26173536557 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,590.84	<u>464072</u>
11/12/2019		chk# 26173536568 :CHECKscan Payment - Violetta Babich Drew(r0001621)		200.00	1,390.84	<u>464073</u>
11/15/2019		chk# 25837482396 :CHECKscan Payment		650.00	740.84	<u>464293</u>
12/01/2019	rent	Rent (12/2019)	1,841.48		2,582.32	<u>698237</u>
12/02/2019	late-g	Late Fee(G) December 2019 Late Fee	50.00		2,632.32	<u>702316</u>

000253

12/09/2019		chk# 26156858095 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,632.32	<u>469931</u>
12/09/2019		chk# 26156858106 :CHECKscan Payment - Violetta Babich Drew(r0001621)		200.00	1,432.32	<u>469932</u>
12/16/2019		chk# 25837485502 :CHECKscan Payment - Darrell Drew(r0001623)		650.00	782.32	<u>470307</u>
01/01/2020	rent	Rent (01/2020)	1,841.48		2,623.80	<u>705573</u>
01/02/2020	late-g	Late Fee(G) January 2020 Late Fee	50.00		2,673.80	<u>710884</u>
01/13/2020		chk# 26173567034 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,673.80	<u>475998</u>
01/14/2020		chk# 26309007123 :CHECKscan Payment - Violetta Babich Drew(r0001621)		400.00	1,273.80	<u>476030</u>
01/14/2020		chk# 25837499665 :CHECKscan Payment - Violetta Babich Drew(r0001621)		200.00	1,073.80	<u>476031</u>
02/01/2020	rent	Rent (02/2020)	1,841.48		2,915.28	<u>720582</u>
02/01/2020		chk# 26173569082 :CHECKscan Payment - Violetta Babich Drew(r0001621)		200.00	2,715.28	<u>477720</u>
02/02/2020	late-g	Late Fee(G) February 2020 Late Fee	50.00		2,765.28	<u>724658</u>
02/10/2020		chk# 26309016988 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,765.28	<u>481830</u>
02/10/2020		chk# 26309016990 :CHECKscan Payment - Violetta Babich Drew(r0001621)		100.00	1,665.28	<u>481861</u>
02/10/2020		chk# 26309017001 :CHECKscan Payment - Violetta Babich Drew(r0001621)		500.00	1,165.28	<u>481862</u>
03/01/2020	rent	Rent (03/2020)	1,841.48		3,006.76	<u>727806</u>
03/01/2020		chk# 26309025371 :CHECKscan Payment - Violetta Babich Drew(r0001621)		240.00	2,766.76	<u>483188</u>
03/02/2020	late-g	Late Fee(G) March 2020 Late Fee	50.00		2,816.76	<u>733310</u>
03/09/2020		chk# 26309029768 :CHECKscan Payment - Violetta Babich Drew(r0001621)		650.00	2,166.76	<u>487856</u>
03/11/2020		chk# 26309023885 :CHECKscan Payment - Violetta Babich Drew(r0001621)		250.00	1,916.76	<u>487995</u>
03/11/2020		chk# 26309023874 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	916.76	<u>487996</u>
04/01/2020	rent	Rent (04/2020)	1,841.48		2,758.24	<u>736452</u>
04/13/2020		chk# 26309051043 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,758.24	<u>493721</u>
04/13/2020		chk# 26309051313 :CHECKscan Payment - Violetta Babich Drew(r0001621)		400.00	1,358.24	<u>493722</u>
04/13/2020		chk# 26309051054 :CHECKscan Payment - Violetta Babich Drew(r0001621)		100.00	1,258.24	<u>493726</u>
05/01/2020	rent	Rent (05/2020)	1,841.48		3,099.72	<u>745914</u>
05/11/2020		chk# 26309043090 :CHECKscan Payment - Violetta Babich Drew(r0001621)		450.00	2,649.72	<u>499217</u>
05/11/2020		chk# 26309066308 :CHECKscan Payment - Violetta Babich Drew(r0001621)		1,000.00	1,649.72	<u>499218</u>
05/11/2020		chk# 26309066310 :CHECKscan Payment - Violetta Babich Drew(r0001621)		150.00	1,499.72	<u>499219</u>
06/01/2020	rent	Rent (06/2020)	1,905.93		<b>000254</b> 752814	<u>752814</u>

06/01/2020	chk# 26309072981 :CHECKscan Payment		125.00	3,280.65	503413
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## **ADMINISTRATIVE DECISION**

**CASE NUMBER AND NAME:** T20-0123, Drew v. Gaetani Real Estate

**PROPERTY ADDRESS:** 1450 Alice, Unit 8  
Oakland, CA

**PARTIES:** Darrell Drew, Tenant  
Paul Gaetani, Owner's Agent

## **SUMMARY OF DECISION**

The Tenant's petition is denied.

## **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.

## **BACKGROUND**

On April 18, 2020, the Tenant filed the petition herein. The petition alleged that there was a second rent increase in 12 months; and a decrease in housing services. The petition states under penalty of perjury that the Tenant is current on the rent for the subject unit. The petition also states that the decrease in services started

August 21, 2015, and that the owner was notified on April 18, 2020. The Tenant's petition stated that the Tenant was current on the rent, as required.

On June 11, 2020, the owner filed a response. The Exhibits attached to the response included a ledger for the subject unit. The rent ledger shows that the Tenant's rent was \$1,841.48, effective June 1, 2019. The rent ledger shows that in April 2020, the Tenant's rent was still \$1,841.48. The rent ledger also indicates that the Tenant's rent payments, on April 13, 2020, totaled \$1,500.00, leaving a balance of \$1258.24.

## **RATIONALE FOR ADMINISTRATIVE DECISION**

### Rent

The Regulations state: "A Tenant petition . . . is not considered filed until the following has been submitted: (a) Evidence that the Tenant is current on his or her Rent or is lawfully withholding Rent."<sup>1</sup>

The Tenant's rent ledger shows that at the time of the petition, they failed to pay their April 2020 rent in full, leaving a balance due and owing. Furthermore, at the time of the incomplete payments, the Tenant had not provided the owner with notice of the decreased housing services. Accordingly, the Tenant was not current on the rent and was not lawfully withholding. Therefore, the Tenant's petition is dismissed.

## **ORDER**

1. Petition T20-0123 is dismissed.
2. The Hearing scheduled for September 23, 2020, is canceled.

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<sup>1</sup> Regulations, Section 8.22.090(B)(1)

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



DATED: September 1, 2020

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Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program



CITY OF OAKLAND

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

For date stamp.

**APPEAL**

Appellant's Name <i>Violetta Babich Drew</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>1450 Alice Street Oakland, CA 94612</i>			
Appellant's Mailing Address (For receipt of notices) <i>1450 Alice Street Apt 8 Oakland, CA 94612</i>		Case Number <i>T20-0123</i>	Date of Decision appealed <i>9-1-2020</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

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

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

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

I declare under penalty of perjury under the laws of the State of California that on October 30<sup>th</sup>, 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:

<u>Name</u>	Gaetani Real Estate
<u>Address</u>	4444 Geary Blvd # 100
<u>City, State Zip</u>	San Francisco, CA 94118
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	10/30/2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

I am appealing dismissal of my petition and the scheduled Hearing on 9/23/2020, by E.C. Lambert on 9/1/2020 of which we were notified via email on 9/18/2020. The original claim was regarding unlawful increase in rent from \$1841.48 to \$1905.93 despite there being a Moratorium, as of March 2020, halting rent hikes above CPI of 2.7% .

The notice by E.C. Lambert states that she received a ledger from opposing party showing our rent as \$1841.48 in April 2020. April 2020 is when we were notified by Gaetani of 3.5% rent increase to start in June 2020, which is when we filed the petition to stop this, *so of course in April the ledger would not reflect the increase. But ledger showing June, July and August all prior to Lambert's decision would have shown 3.5% rent increase being charged.*

We were denied the opportunity to present the case and to challenge Gaetani's unlawful practices -- based on incomplete at best and faulty or non caring judgement at worst. We added information about years of requests for repairs in our unit that went unanswered -- to illustrate that no capital improvements had been made given that not even simple repairs have been addressed for so long -- to justify the 3.5% increase in rent.

It follows that we would in deed have a balance showing on the ledger by Gaetani, due to lack of agreement to pay the difference in rent that was applied unlawfully, in addition to excessive late fees applied over time. And the fact is that we continued to pay our rent, despite burdens and duress caused by global pandemic that has impacted reduction in work hours & income. Yet this was not at all acknowledged by E.C. Lambert who made this decision to prevent us from representing our position and to hold Gaetani accountable for charging unlawful increase in rent, violating local ordinance by Rent Adjustment Program itself!

Please do not dismiss this appeal too due to some technicality, and show that our concerns and fight as tenants who have payed over \$250,000.00 in rent to Gaetani -- actually matter. Please take into consideration the cause of filing the claim when we did given demands during this global crisis, as essential workers and with child at home due to COVID-19 school closures.

Thank you,

Violetta Babich-Drew

**000261**



**Thirty - Day Notice of Rental Increase**

To: Darrel Drew / Violetta Babich-Drew

**Account # 244rc 08**

**YOU ARE HEREBY NOTIFIED** that as of **June 01, 2020**, your rent will be increased from \$1,841.48 to **\$1,905.93** per month.

The premises you now occupy is situated in the City of Oakland and is commonly known as:

**1450 Alice Street, # 08, Oakland, CA 94612-4034**

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increase that can be imposed on a rental unit covered by the Ordinance. The CPI rate for Fiscal Year July 01, 2019 - June 30, 2020 is 3.50 percent.

Attached, please find Rent Adjustment Program form titled "Notice to Tenants".

Advice regarding this notice may be obtained from City of Oakland, Rent Adjustment Program at 510-238-3721.

If you have any questions, please feel free to call our office. Thank you.

---

Gaetani Real Estate

Dated at San Francisco, California, this 14th day of April 2020.

TO ENSURE PROPER CREDIT, PLEASE WRITE  
YOUR ACCOUNT NUMBER ON YOUR RENT CHECK.

Darrel Drew / Violetta Babich-Drew  
1450 Alice Street, # 08  
Oakland, CA 94612-4034

**000262**

On Tuesday, October 27, 2020, 02:11:15 PM PDT, Mike McCamish <mikem@gaetanirealestate.com> wrote:

Violetta, as always you can submit an appeal at anytime for any reason but please call them and inquire about the regulations in Oakland before you spend anymore of your time which I am sure is limited with everything going on.

Oakland allows for up to a 3.5% increase or less can be applied which is what we did. In SF for example, it is different. We cannot do any increase at all. But Oakland is different.

Mike

**000263**

## CHRONOLOGICAL CASE REPORT

Case No.: T20-0003

Case Name: Aguilera v. Wong

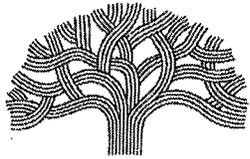
Property Address: 3461 Paxton Avenue, Oakland, CA

Parties: Armando Aguilera (Tenant)  
Xavier Johnson (Tenant Representative)  
David Wong (Owner)  
Gerald Lam (Owner Representative)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	December 13, 2019
Owner Response filed	March 24, 2020
Hearing Decision mailed	October 29, 2020
Owner Appeal filed	November 12, 2020

T20-0003 SM/MF



CITY OF OAKLAND

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

RECEIVED  
 For date stamp  
 RENT ADJUSTMENT PROGRAM  
 2019 DEC 13 AM 10:02

**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 Armando Aguilera	Rental Address (with zip code) 3461 Paxton Ave. Oakland, CA 94601	Telephone: 510-478-3001
		E-mail:
Your Representative's Name Micaela Alvarez Centro Legal de la Raza	Mailing Address (with zip code) 3022 International Blvd Ste. 410 Oakland, CA 94601	Telephone: 510-806-8609
		Email:
Property Owner(s) name(s) David Wong Winnie Wong	Mailing Address (with zip code) 7580 Mindy Mae Ln Dublin, California 94568	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 3

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

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

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

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

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

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

Date you moved into the Unit: 1/1/2011 Initial Rent: \$ 1050 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
10/1/2019	11/1/2019	\$ 1760	\$ 1960	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5/5/2019	7/1/2019	\$ 1700	\$ 1760	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6/1/2018	7/1/2018	\$ 1550	\$ 1700	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6/1/2017	7/1/2017	\$ 1450	\$ 1550	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6/1/2016	7/1/2016	\$ 1300	\$ 1450	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5/1/2015	6/1/2015	\$ 1150	\$ 1300	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" 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.

Armando Aguilera  
Tenant's Signature

12-9-19  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

**VI. IMPORTANT INFORMATION:**

**Time to File** This form must be **received** at the offices of the City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22. Board Staff cannot grant an extension of time to file your petition by phone. For more information, please call: (510) 238-3721.

**File Review**

Your property owner(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

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

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

Tenant Petitioner  
Armando Aguilera  
3461 Paxton Ave.  
Oakland, CA 94601

**Addendum A- Additional contested rent increases**

Date you received the notice	Date increase goes into effect	Monthly rent increase		Are you contesting this Increase in this Petition?	Did you receive a rent program notice with the notice of increase?
		From	To		
5/1/2014	6/1/2014	1100	1150	Yes	No
4/1/2013	5/4/2013	1050	1100	Yes	No

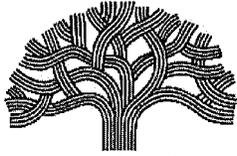
**Addendum B-Bad Conditions/Decreases in Services**

Note: I calculated the estimated value of loss of service by weighing how much each problem affected my health and safety of and my ability to live comfortably in the premises.

<b>Description of Decreased Service</b>	<b>Approximate Date this Service was Lost</b>	<b>Date Tenant Notified Landlord and how</b>	<b>Date fixed, if any</b>	<b>Estimated Value to Loss of Service</b>
Heater Doesn't Work	Since move in	Landlord had constructive notice since beginning of tenancy	N/A	10%
No screens on windows. Many windows get stuck and do not open.	Since move in	Landlord had constructive notice since beginning of tenancy	N/A	5%
Mold stemming from poor insulation and weatherproofing of windows and walls.	Since move in	February 2019 verbally. Tenant showed landlord mold and was told to paint over it.	N/A	5%
Floors are soft, uneven and buckling throughout unit as a result of a flood.	April 2016	Verbally in April of 2016	N/A	15%
Cockroach infestation	Intermittently since move in. Tenant has attempted to abate with varying success multiple times.	December 10, 2019, by letter	N/A	15%
Rodent Infestation	Intermittently since move in. Tenant has attempted to abate with varying success multiple times.	December 10, 2019, by letter	N/A	15%

Armando Aguilera

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
Blinds are old and need to be replaced	November 2017	Landlord had constructive notice September 2019 when he entered unit to fix electrical problems	N/A	5%
Kitchen hood fan is damaged and the venting is dislodged, mitigating its effectiveness.	November 2018	December 10, 2019 by letter	N/A	5%
Lack of smoke detectors	Since move in	Landlord had constructive notice since beginning of tenancy	N/A	5%



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

February 14, 2020

**Owner**

David & Winnie Wong  
7580 Mindy Mae Lane  
Dublin, CA 94568

The Rent Adjustment Program received the petition(s) attached to this letter on December 13, 2019. One or more of your tenant(s) are protesting one or more rent increases alleging that they exceed the maximum rent permitted by Oakland Municipal Code Chapter 8.22 and alleging a decrease in housing services. For details please see the attached copy of the petition.

**Your case has been assigned Case No. T20-0003.**

**The case title and file name is Aguilera v. Wong.**

**The analyst assigned to your case is Susan Ma at (510) 238-7108.**

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

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increases that can be imposed on a rental unit covered by the Ordinance. If a unit is voluntarily vacated, or the tenant is evicted for cause, the rent may be raised without restriction upon re-renting. The new tenancy is again subject to the rent increase limitations in the Ordinance.

The Ordinance requires that you provide a written notice of the existence of the Residential Rent Adjustment Program to tenants in covered units at the start of the tenancy. You must use the Rent Adjustment Program form titled "Notice to Tenants of the Residential Rent Adjustment Program". This document is also called the "RAP Notice". The Ordinance also requires that you serve the same notice together with all notices of rent increase and all notices of change in terms of tenancy.

**000272**

Rent increases less than, or equal to, the annual CPI increase need not be justified. Rent increases in excess of the annual CPI increase may be justified on one or more of the following grounds:

The following are summaries ONLY. For complete information, please see Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.

**1. EXEMPTION:** (OMC Section 7.22.030)

You may prove an exemption from application of the Oakland Rent Adjustment Ordinance. The exemptions are found in the Rent Adjustment Ordinance. The most common exemption is that the unit is government subsidized housing. Other common exemptions are for units constructed after January 1, 1983 (new construction) and single family houses exempt under the Costa Hawkins Rental Housing Act. See the Ordinance for a complete list and details.

**2. CAPITAL IMPROVEMENT/UNINSURED REPAIR COSTS:** (Regulations Section 10.)

Capital improvements increases may only be granted for improvements that have been completed and paid for within the 24-months immediately before the effective date of the proposed rent increase. To justify a rent increase for capital improvements expenditures or uninsured repair expense you must provide, at least 7 days prior to the Hearing, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid. The owner can only pass through 70% of costs incurred and may not increase the rent more than 10%.

**3. INCREASED HOUSING SERVICE COSTS:** (Regulations Section 10.)

Housing Service Costs are expenses for services provided by the landlord related to the use or occupancy of a rental unit. In determining whether an increase in housing service costs justifies a rent increase in excess of the annual CPI increase, the annual operating expenses related to the property for the most recent two years are compared. Year two costs must exceed year one costs by more than the current annual increase. The expenses considered include property taxes, business license/taxes, and insurance, P.G. & E., water, garbage, maintenance and repairs, managerial costs and other legitimate annually recurring expenses to operate the rental property, except debt service. Evidence is required to prove each of the claimed housing costs.

**4. BANKING/RENTAL HISTORY:**

“Banking” refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

**5. NECESSARY TO MEET CONSTITUTIONAL FAIR RETURN REQUIREMENTS:**

In order to prove that the owner is entitled to a rent increase based on constitutional fair return an owner must establish that the return on the investment is less than the return that would have been received for an investment of similar risk. At a minimum, proof of the amount of investment, evidence of the return from other investments of similar risk and an analysis of the rate of return from the rental property, including an appreciation in the value of the property, are required.

**6. DEBT SERVICE:**

Debt service has been eliminated as a reason for a rent increase effective April 1, 2014. However, if an owner made a bona fide offer to purchase property before April 1, 2014, a debt service rent increase may be approved. An increase in rent based on debt service costs will only be approved in those cases where the total property income is insufficient to cover the housing service costs and 95% of the debt service costs for purchase money for mortgages secured by the subject property. Eligible debt service costs are the actual principal and interest applicable to the property.

**Additional Requirements**

- 1. have a current Oakland Business License**
- 2. be current on payment of the Rent Adjustment Program's Service Fee**
- 3. file a timely response on the Landlord Response form and submit the required**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions not answered by this notice, please contact the Residential Rent Adjustment Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m.

**PROOF OF SERVICE**

**Case Number T20-0003**

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

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

**Documents Included**

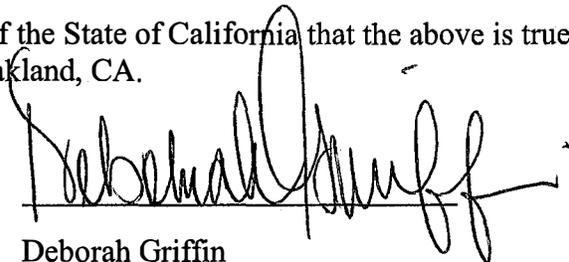
Landlord Notification of Tenant Petition  
Landlord Response Form  
Copy of Tenant Petition/Decrease in Services

**Owner**

David & Winnie Wong  
7580 Mindy Mae Lane  
Dublin, CA 94568

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

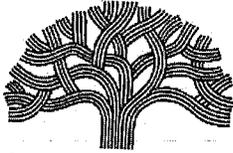
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 14, 2020** in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

**000275**



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

February 14, 2020

**Tenant**

Armando Aguilera  
3461 Paxton Avenue  
Oakland, CA 94601

**Tenant Representative**

Micaela Alvarez, Centro Legal de la Raza  
3022 International Blvd. Suite 410  
Oakland, CA 94601

Dear Petitioner:

The Rent Adjustment Program has received a petition filed by you.

**Your case has been assigned Case No. T20-0003.**

**The case title and file name is Aguilera v. Wong.**

**The analyst assigned to your case is Susan Ma at (510) 238-7108.**

After a petition is filed and until a final decision in this case, the contested rent increase is suspended, except for the portion of the rent increase equal to the current CPI Rent Adjustment if that amount is stated separately on the notice of increase.

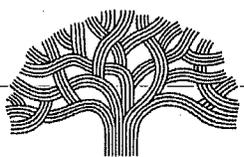
**IF THE NOTICE OF INCREASE DOES NOT STATE THE PORTION OF THE INCREASE THAT EQUALS THE ANNUAL CPI INCREASE, THE TENANT NEED NOT PAY ANY OF THE RENT INCREASE WHILE THE PETITION IS PENDING.**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions or need additional information, please contact the Rent Adjustment Program at (510) 238-3721.

000276

RECEIVED  
CITY OF OAKLAND  
MHI ARBITRATION

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2020/11/14 2:14
	<b><u>PROPERTY OWNER</u></b> <b><u>RESPONSE</u></b>	

**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 - 20 - 0003**

Your Name  David Wong	Complete Address (with zip code)  7580 Mindy Mae Ln Dublin, CA 94568	Telephone: 510-914-8157 Email: Binniewong128@SBCGLOBAL.net
Your Representative's Name (if any)  Gerard Lam	Complete Address (with zip code)  373 - 9th Street Ste 506 Oakland, CA 94607	Telephone: 510-465-6685 Email: gl.ttmnlm@yahoo.com
Tenant(s) Name(s)  Armando Aguilera	Complete Address (with zip code)  3461 Paxton Avenue Oakland, Calif 94601	
Property Address (If the property has more than one address, list all addresses)  3461 Paxton Avenue, Oakland, CA 94601		Total number of units on property

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00057552  
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: \_\_\_/\_\_\_/1989

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

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

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.

<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"/>	See attached Exhibit A	<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 2011

The tenant's initial rent including all services provided was: \$ 1,050. / 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? in person

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Same as	set forth on tenant petition		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" 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.

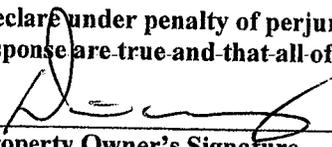
### IV. DECREASED HOUSING SERVICES

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.

See Exhibit B for responses to  
Tenant's claims

**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

3/17/2020  
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

EXHIBIT A

Item I, justified rent increases

5-1-2015 Increase from 1,150 to 1,300 or \$150 increase  
Capital improvement \$5,100 labor and material

---

6-1-2016 Increase from 1,300 to 1,450  
Capital improvement \$2,800.00

7-1-2018 \$1,450 to \$1,550  
Unused capital improvement from previous improvements

6-1-2018 \$1,550 to \$1,700  
Increased housing service to additional tenants

5-5-2019 \$1,700 to \$1,760  
Authorized increase of 3%

11-1-2019 \$1,760 to \$1,960 rescinded after two months  
Temporary increased service to two new tenants

## RESPONSES TO TENANT'S ADDENDUM B - DECREASES IN SERVICES

General comments: Tenant never complained of the problems to landlord, until tenant consulted legal counsel recently. Some of the conditions complained of were created by tenant.

1. Heater does not work  
It has been confirmed that Tenant never turned on the heater even though it works perfectly.
2. No screen for windows, and some windows do not open  
Screens are not required for the windows.. Windows worked fine.
3. Molds stemming from poor insulation and weatherproofing  
Mold results from poor ventilation. Tenant knew poor ventilation would result in mold when tenant signed the 'Mold Addendum'
4. Floor is soft and uneven  
Tenant replaced flooring did a terrible job, resulting in uneven and soft floor. Excessful occupants also contributed to buckling.
5. Cockroach infestation  
Mostly due to tenant's housekeeping practices that created dirty and unsanitary environment that allow roaches to flourish.
6. Rodent infestation  
Also the result of tenant's housekeeping practices.
7. Blinds old  
Old but workable. Landlord replaced with brand new blinds recently.
8. Kitchen fan does not work  
Landlord had no notice of this until tenant had legal counsel. Repaired immediately
9. No smoke detector  
There were detectors when tenant moved in. Tenant removed the detectors but the bases are still there. Landlord upon notice replaced all detectors with new dual function detectors.

End of Appendix B responses

**PROOF OF SERVICE**  
**Case Number T20-0003**

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 electronically served the following document(s) listed below to:**

**Document(s) Included**

Property Owner's Response

**Tenant Representatives**

Noel Munger

[nmunger@centrolegal.org](mailto:nmunger@centrolegal.org)

Xavier Johnson

[xjohnson@centrolegal.org](mailto:xjohnson@centrolegal.org)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 25, 2020** in Oakland, CA.

Ava Silveira  
Administrative Analyst  
Oakland Rent Adjustment Program

**000283**

**PROOF OF SERVICE**  
**Case Number T20-0003**

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 electronically served the following documents listed below to:**

**Documents Included**

Owner Notification Letter

Tenant Petition

Notice of Settlement Conference and Hearing

Amended Notice of Remote Settlement Conference and Hearing

Zoom Invitation

**Owner**

David Wong

[binniewong128@sbcglobal.net](mailto:binniewong128@sbcglobal.net)

**Owner Representative**

Gerard Lam

[gl.ttmnlm@yahoo.com](mailto:gl.ttmnlm@yahoo.com)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 25, 2020** in Oakland, CA.

Ava Silveira  
Administrative Analyst  
Oakland Rent Adjustment Program

**000284**

Case# T20-0003

Aguilera vs. Wong, Tenant's Petition

Landlord submits the following documents as instructed by hearing officer:

1. Landlord's Oakland Business License
2. RAP fee receipt
3. RAP notices to tenants 3x
4. Photos of premises showing
  - a. Tenant replaced carpet/sub-floor with hardwood floor at premises
  - b. Smoke detectors on wall and ceiling
  - c. Blinds at premises
  - d. Drape and smoke detectors given to tenant

Tenant's petition is subject to time limitations set forth in OMC 8.22.070

Petition filed by Aguilera on 12-13-2019

Petition contesting rent increases: Notice served w/RAP 90 days, and w/o RAP 120 days

Petition contesting decrease of service: 90 days of decrease of service.

Submitted by David Wong, Landlord

**000285**

**CITY OF OAKLAND**  
**BUSINESS TAX CERTIFICATE**

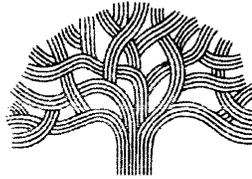
**ACCOUNT  
NUMBER**  
00057552

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA DAVID Y WONG

BUSINESS LOCATION 3467 PAXTON AVE  
OAKLAND, CA 94601-3228

BUSINESS TYPE M Rental- Apartment



EXPIRATION DATE  
12/31/2020



DAVID Y WONG  
7580 MINDY MAE LN  
DUBLIN, CA 94568-4243

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.

**000286**



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

---

**Acknowledgement of Payment Received**

Date: February 17, 2020

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

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

Account #: 00057553  
Account Name: DAVID Y WONG  
Account Address: 7580 MINDY MAE LN DUBLIN, CA 94568-4243  
Account Paid: RAP - RENT ADJUSTMENT PROGRAM  
Business Address: 3467 PAXTON AVE OAKLAND, CA 94601-3228

Please keep this acknowledgement for your records. Thank you.

Payment received by: TH

<b>2020</b>	
RAP Rent Adjustment Program	
<i>Credit Card</i>	\$303.00
<hr/>	
<b>Total</b>	<b>\$303.00</b>





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

---

## Acknowledgement of Payment Received

Date: March 09, 2020

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

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

Account #: 00057553  
Account Name: DAVID Y WONG  
Account Address: 7580 MINDY MAE LN DUBLIN, CA 94568-4243  
Account Paid: RAP - RENT ADJUSTMENT PROGRAM  
Business Address: 3467 PAXTON AVE OAKLAND, CA 94601-3228

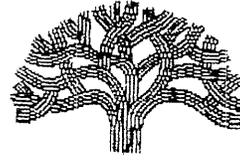
Please keep this acknowledgement for your records. Thank you.

Payment received by: MD

**2020**

RAP Rent Adjustment Program	
<i>Visa Card</i>	\$101.00
<hr/>	
<b>Total</b>	<b>\$101.00</b>





CITY OF OAKLAND  
 P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243  
 Community and Economic Development Agency  
 Rent Adjustment Program

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

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If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit. To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at: <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html> If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office. Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent. The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit       , the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 3465 PAXTON AVE OAKLAND CA 94601

By signing below, tenant(s) acknowledge receipt of a copy of this notice.

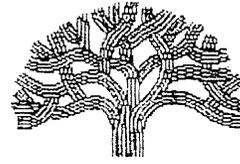
Address of Unit: 3465 PAXTON AVE OAKLAND CA 94601 Unit Number       

Tenant: [Signature] Date: 5/1/2018

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

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

此份屋宇(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。  
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.  
 Bản Thông Báo quyền lợi của người thuê ở trong Oakland này cũng có bằng tiếng Việt. Nếu có một bản sao, xin gọi (510) 238-3721.



CITY OF OAKLAND  
 P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243  
 Community and Economic Development Agency  
 Rent Adjustment Program

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

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

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

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

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

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By signing below, tenant(s) acknowledge receipt of a copy of this notice.

Address of Unit: 3467 PAXTON AVE OAKLAND CA 94601, Unit Number       

Tenant: [Signature] Date: 11/1/2010

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

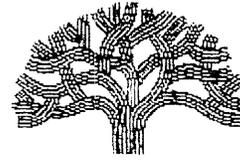
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- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 3463 PAXTON AVE OAKLAND CA 94601

By signing below, tenant(s) acknowledge receipt of a copy of this notice.

Address of Unit 3463 PAXTON AVE OAKLAND CA 94601 Unit Number     

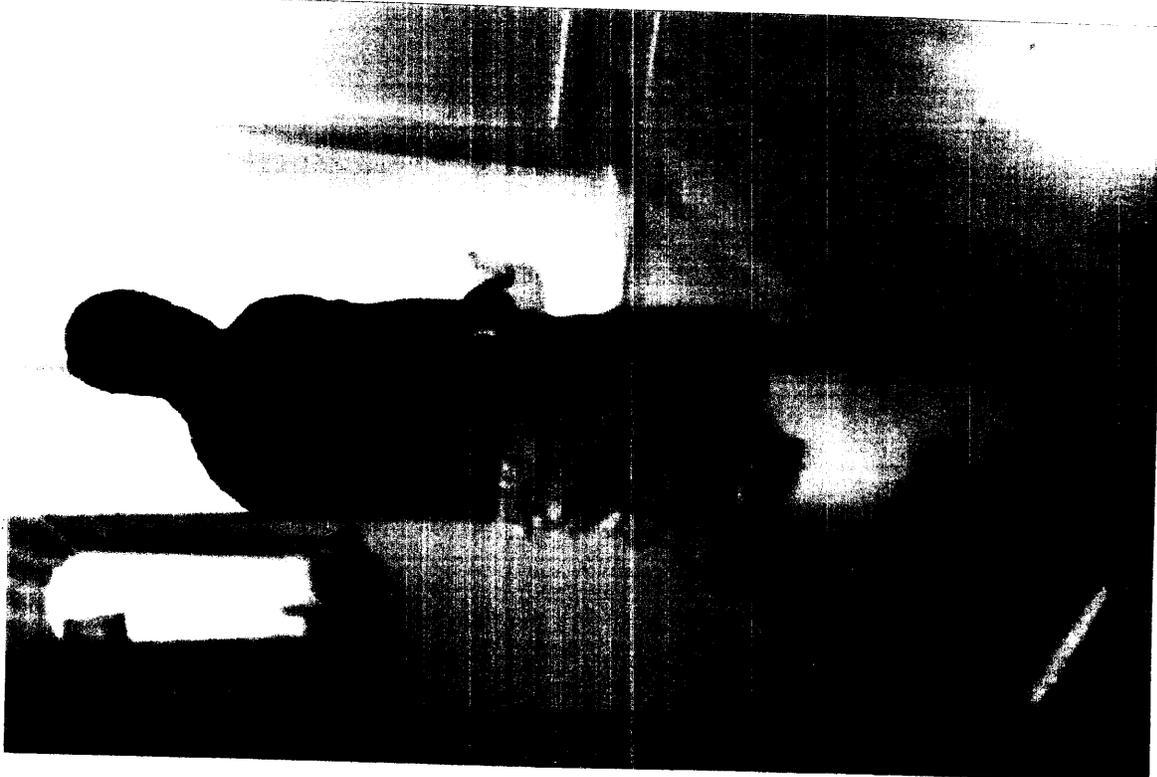
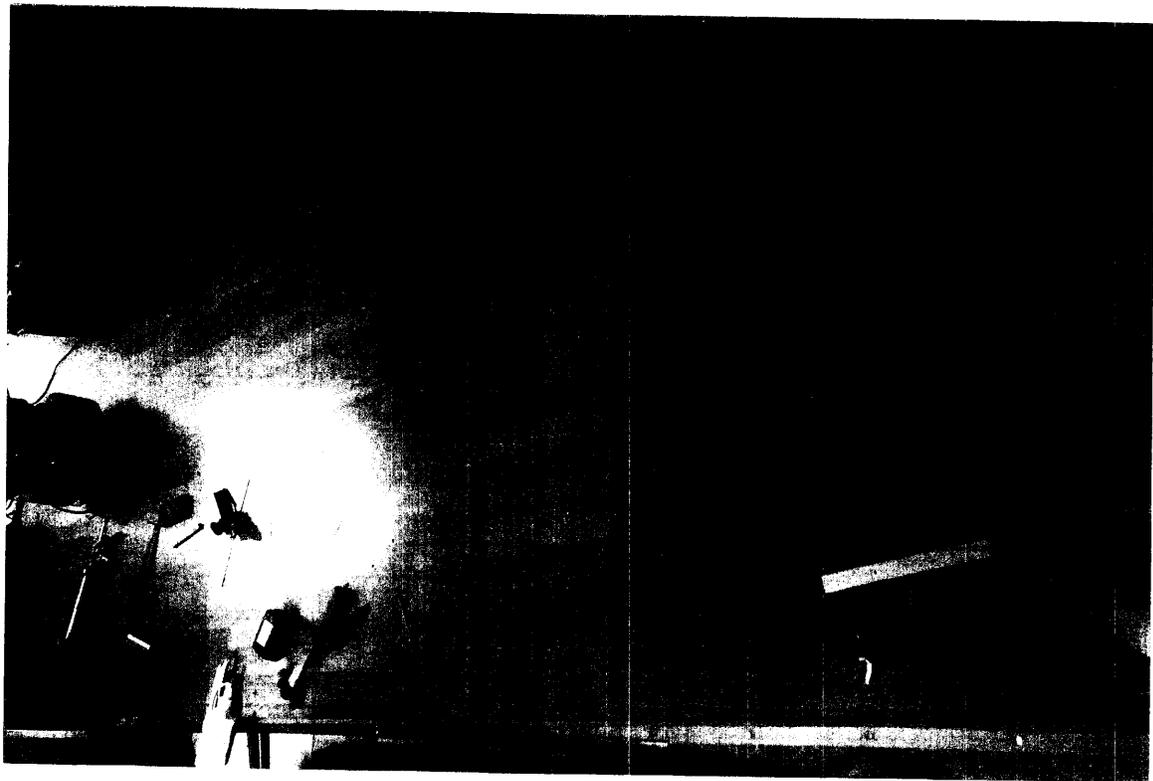
Tenant: Manuel Ramirez Date: 11-18

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

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

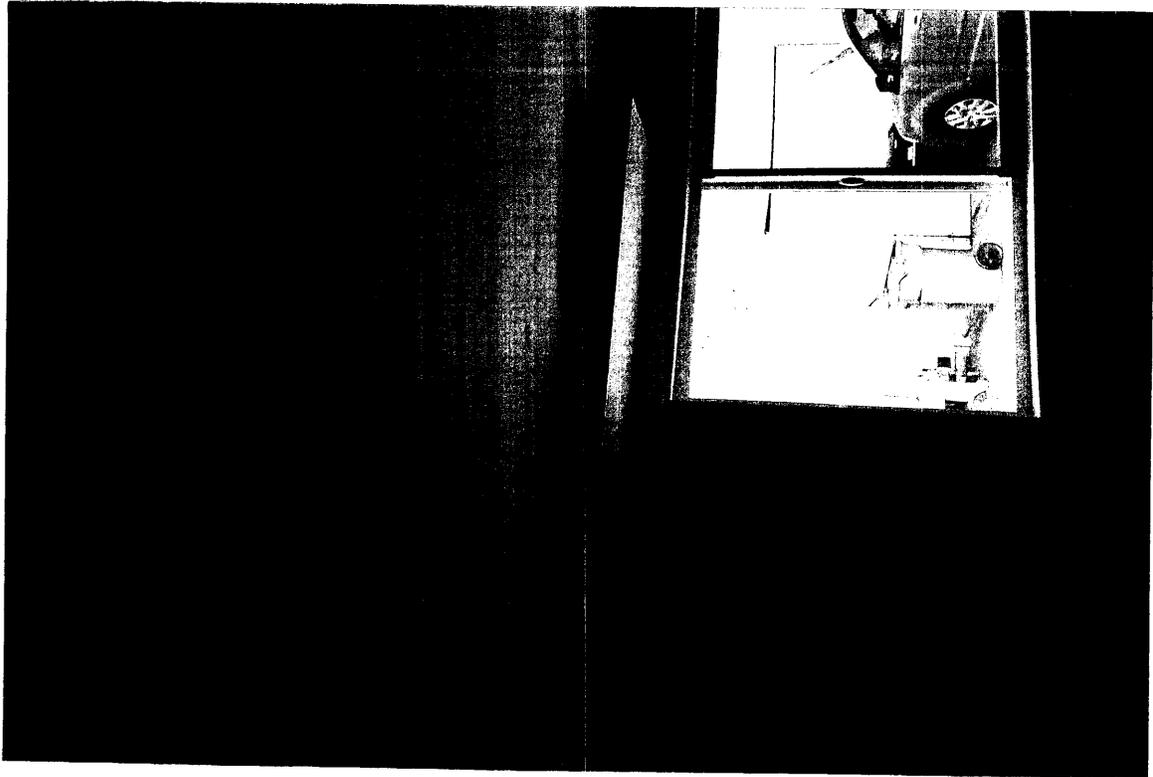
此份屋書 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。  
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.  
 Bản Thông Báo quyền lợi của người thuê ở trong Oakland này cũng có bằng tiếng Việt. Nếu có mặt bạn sao, xin gọi (510) 238-3721.



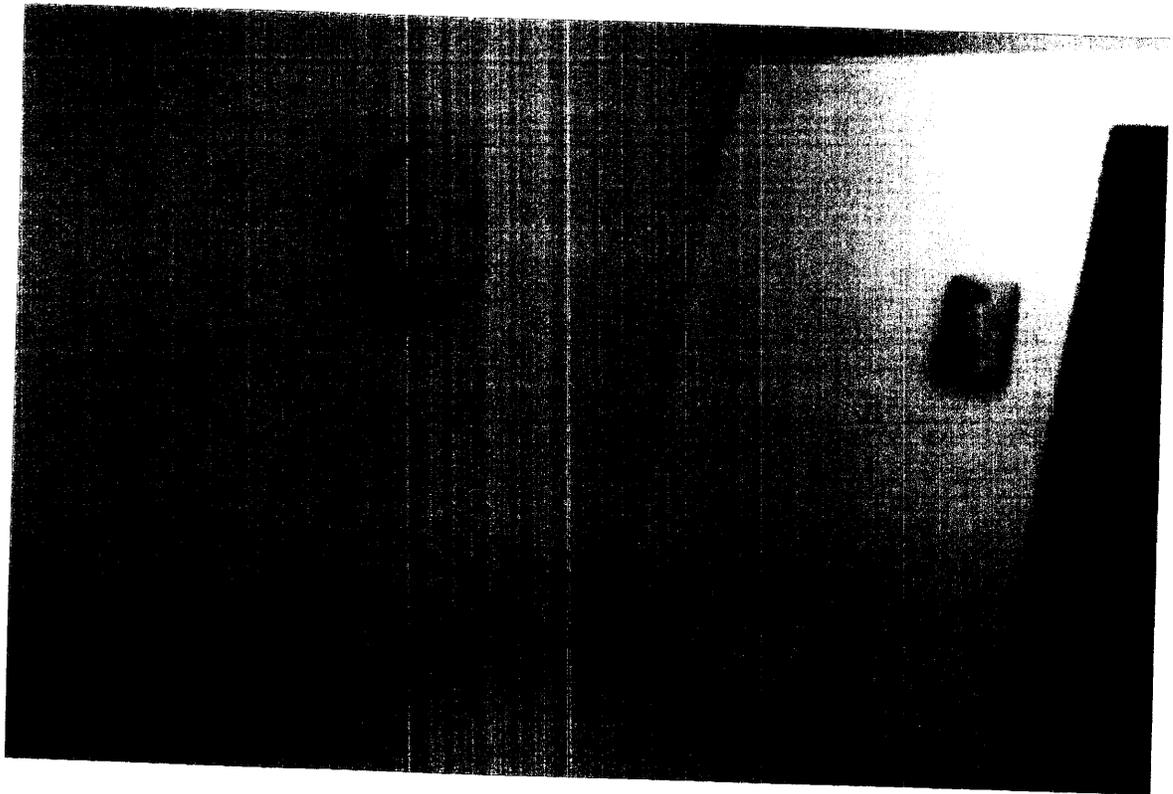


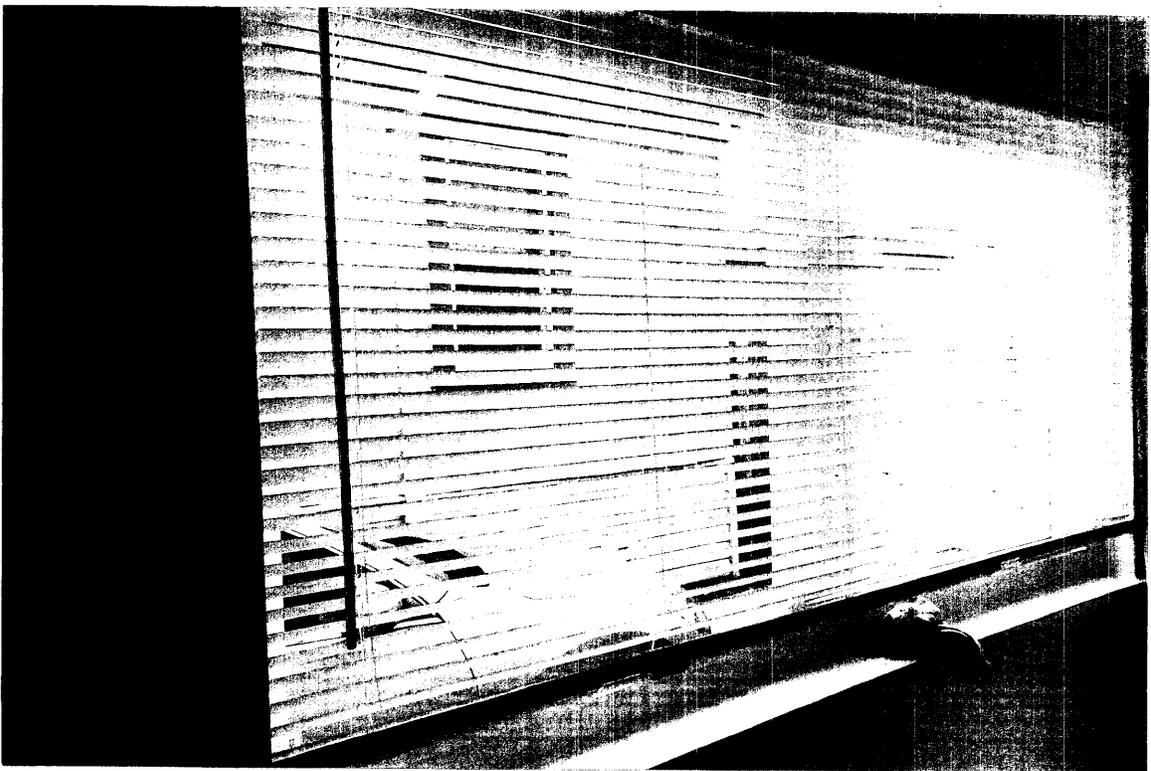
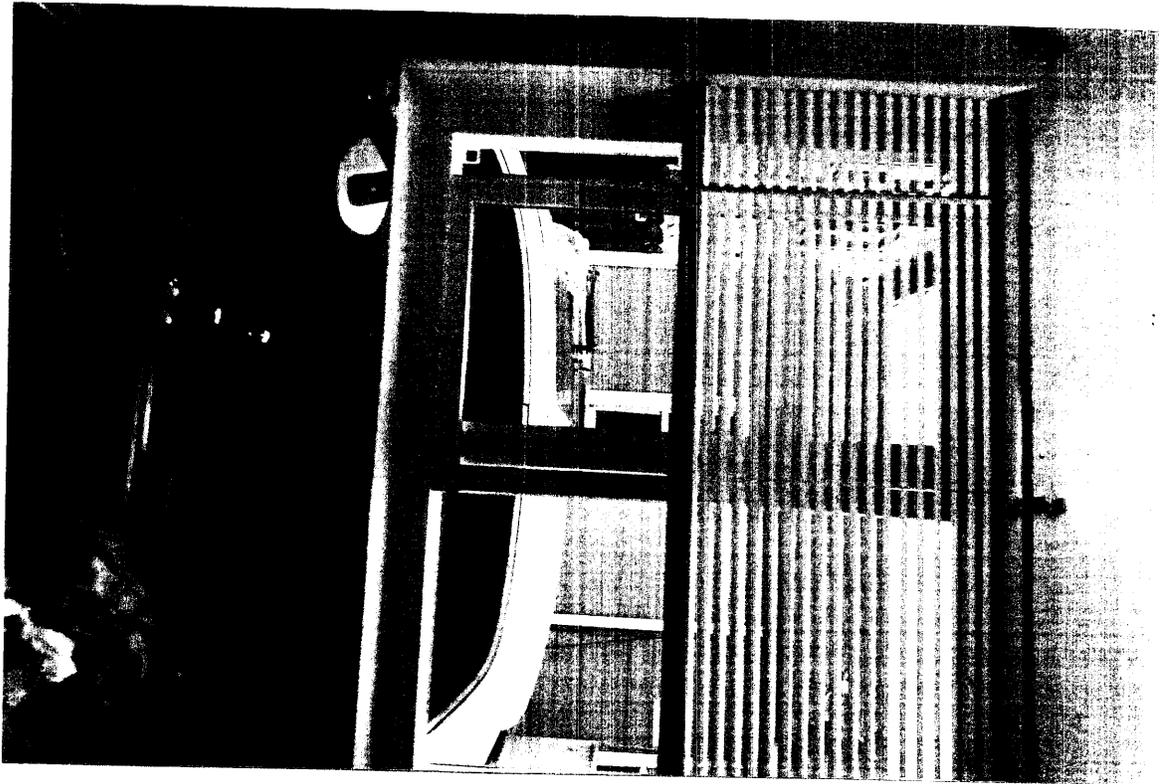
1950-1951 - New York - Belmont - ...

2016

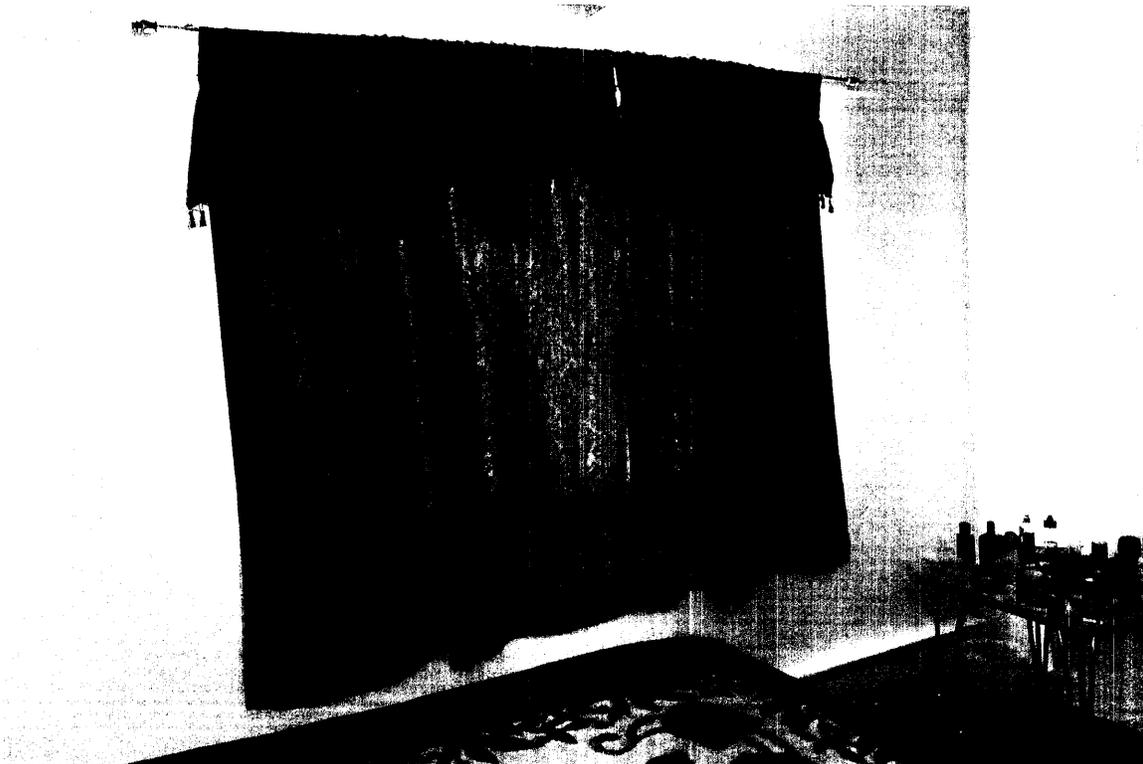


000293





000294



000295

**City of Oakland Rent Adjustment Program**  
**Armando Aguilera**  
**Tenant Evidence Submission**

**Case Numbers: T20-0003**

<b><u>Exhibit</u></b>	<b><u>Document Description</u></b>	<b><u>Page Numbers</u></b>
T1	Rent Receipts	3-32
T2	Lease	34-40
T3	Letter to Landlord 12/10/2019	42-43
T4	Letter to Landlord 2/28/2019	45
T5	Rent increase notice May 2019	47

**Exhibit T1**

David Wong  
SW 914 8168

RECEIPT

DATE 11-30-10 No. 220694

RECEIVED FROM ARMANDO Aguilera \$ 1550

Fifteen Hundred Fifty DOLLARS

FOR RENT 3461 PAXTON Ave., Same Term as previous

OR FOR TENANTS.

FROM 12-1-10 TO 12-31-10.

BY [Signature] Rent is \$1050 per month, \$500 deposit

ACCOUNT			<input type="radio"/> CASH
PAYMENT			<input type="radio"/> MONEY ORDER
BAL. DUE			<input type="radio"/> CHECK
			<input type="radio"/> CREDIT CARD

NOTES

**RECEIPT** DATE 1/3/11 NO. 628638

RECEIVED FROM Luis ARMANDO Aguilera

ADDRESS 3461 PAXTON Ave.

OAKLAND \$ 1600

FOR Rent of Jan. 1, 2011

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

TENANT PAID \$550

FOR Deposit, TOTAL

Deposit paid in full \$1050

BY [Signature]

2001 REDIFORM © 81806

NOTES

**RECEIPT** DATE 2/1/11 NO. 628653

RECEIVED FROM Armando Aguilera

ADDRESS 3461 PAXTON Ave OAKLAND

One thousand Fifty - \$ 1050 -

FOR Feb 2011 Rent.

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY [Signature]

©2001 REDIFORM © 81806

NOTES

**RECEIPT** DATE 3/1/11 NO. 628671

RECEIVED FROM Armando Aguilera

ADDRESS 3461 PAXTON Ave OAKLAND

One thousand Fifty - \$ 1050

FOR Rent MARCH 2011

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY [Signature]

©2001 REDIFORM © 81806

000298

NOTES

# RECEIPT

DATE 4/3/11

NO. 628699

RECEIVED FROM Armando Aguilera

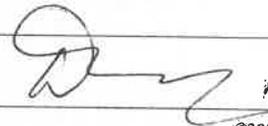
ADDRESS 3461 Paxton Ave OAKLAND

one thousand fifty

\$ 1050

FOR rent April 2011

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY 

©2001 REDIFORM © 81806

NOTES

# RECEIPT

DATE 5/3/11

NO. 628715

RECEIVED FROM Armando Aguilera

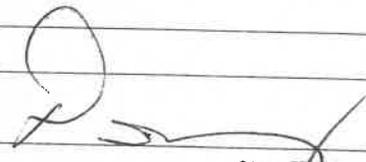
ADDRESS 3461 Paxton Ave OAKLAND

one thousand fifty

\$ 1050

FOR rent May 2011

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY 

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NOTES

# RECEIPT

DATE 6/1/2011

NO. 628732

RECEIVED FROM Armando Aguilera

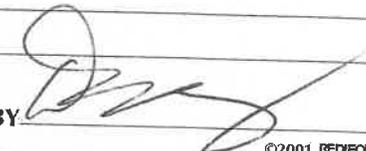
ADDRESS 3461 Paxton Ave OAKLAND

one thousand fifty

\$ 1050

FOR June 2011 rent

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY 

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NOTES

# RECEIPT

DATE 7/2/11

NO. 628751

RECEIVED FROM Armando Aguilera

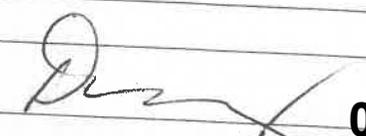
ADDRESS 3461 Paxton Ave OAKLAND

one thousand fifty

\$ 1050

FOR rent July 2011

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY 

000299

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NOTES

# RECEIPT

DATE 8/1/11

NO. 628770

RECEIVED FROM Armando Agrivera

ADDRESS 3461 Paxton Ave Oakland

One thousand fifty — \$ 1050 —

FOR Rent of August 2011

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY [Signature]

©2001 REDIFORM © 8L806

RECEIPT

DATE 9/1/11

No. 215713

RECEIVED FROM Armando Agrivera

\$ 1050

one thousand fifty — DOLLARS

FOR RENT 3461 PAXTON AVE OAKLAND

FOR  
 ACCOUNT  
 PAYMENT  
 BAL. DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 9/1/11 TO 9/30/11  
 BY [Signature]

© 1182

RECEIPT

DATE 10/1/11

No. 215730

RECEIVED FROM Armando Agrivera

\$ 1050

One thousand fifty — DOLLARS

FOR RENT 3461 PAXTON AVE OAKLAND

FOR  
 ACCOUNT  
 PAYMENT  
 BAL. DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 10/1/11 TO 10/31/11  
 BY [Signature]

© 1182

RECEIPT

DATE 11/2/11

No. 215750

RECEIVED FROM Armando Agrivera

\$ 1050

One thousand fifty — DOLLARS

FOR RENT 3461 PAXTON AVE OAKLAND

FOR  
 ACCOUNT  
 PAYMENT  
 BAL. DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 11/1/11 TO 11/31/11  
 BY [Signature]

000300

© 1182

RECEIPT

DATE 12/2/11 No. 215775

RECEIVED FROM Armando Aguilera \$1050

ONE thousand Fifty — DOLLARS

FOR RENT 3461 PAXTON Ave.

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT		<input type="checkbox"/> MONEY ORDER
BAL. DUE		<input type="checkbox"/> CHECK
		<input type="checkbox"/> CREDIT CARD

FROM 12/1/11 TO 12/31/11

BY [Signature]

1182

RECEIPT

DATE 2/1/12 No. 215812

RECEIVED FROM Armando Agrilera \$ 1050

One thousand fifty DOLLARS

FOR RENT  
 FOR 3461 Paxon me.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> MONEY ORDER
BAL. DUE		<input type="radio"/> CHECK
		<input type="radio"/> CREDIT CARD

FROM 2/1/12 TO 2/29/12

BY Dzy

RECEIPT

DATE 3/1/12 No. 215835

RECEIVED FROM Armando Agrilera \$ 1050

One thousand fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave OAKLAND.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> MONEY ORDER
BAL. DUE		<input type="radio"/> CHECK
		<input type="radio"/> CREDIT CARD

FROM 3/1/12 TO 3/31/12

BY Dzy

RECEIPT

DATE 4/1/12 No. 215858

RECEIVED FROM Armando Agrilera \$ 1050

one thousand fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON me.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> MONEY ORDER
BAL. DUE		<input type="radio"/> CHECK
		<input type="radio"/> CREDIT CARD

FROM 4/1/12 TO 4/31/12

BY Dzy

RECEIPT

DATE 8/3/12 No. 215145

RECEIVED FROM Armando Agrilera \$ 1050

One thousand fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> MONEY ORDER
BAL. DUE		<input type="radio"/> CHECK
		<input type="radio"/> CREDIT CARD

FROM 8/1/12 TO 8/31/12

BY Dzy

000302

RECEIPT

DATE 9/3/12 No. 215155

RECEIVED FROM Armando Aguilera \$ 1050

One Thousand Fifty DOLLARS

FOR RENT  
 FOR 3461 Paxton Ave.

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 9/1/12 TO 9/31/12

BY [Signature]

**RECEIPT** DATE 10-6-12 No. 698214

RECEIVED FROM Armondo Aguilera \$ 1050

One Thousand Fifty DOLLARS

FOR RENT  
 FOR 3461 Paxton Ave.

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FROM 10/1/12 TO 10/31/12

BY [Signature]

**RECEIPT** DATE 12/1/12 No. 698248

RECEIVED FROM ARMANDR AQUILERA \$ 1050

ONE THOUSAND FIFTY DOLLARS

FOR RENT  
 FOR 3461 PAXTON AVE

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FROM 12/1/12 TO 12/31/12

BY [Signature]

**RECEIPT** DATE 1/5/13 No. 698273

RECEIVED FROM Armando Aguilera \$ 1050-

One thousand Fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 1/1/13 TO 1/31/13

BY [Signature]

**RECEIPT** DATE 2-2-13 No. 698288

RECEIVED FROM Armando Aguilera \$ 1050-

One thousand Fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 2/1/13 TO 2/29/13

BY [Signature]

**RECEIPT** DATE 3/3/13 No. 225013

RECEIVED FROM ARMANDO \$ 1050-

One thousand Fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 3/1/13 TO 3/31/13

BY [Signature]

**RECEIPT** DATE 4/3/13 No. 225035

RECEIVED FROM Armando Aguilera \$ 1050

One thousand Fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave.

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 4/1/13 TO 4/31/13

BY [Signature]

000304

**RECIPT** DATE 5/4/13 No. 225059

RECEIVED FROM Armando Aguilera \$ 1100 -  
Slavan Hundred \_\_\_\_\_ DOLLARS

FOR RENT  
 FOR 3461 Paxton me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 5/1/13 TO 5/31/13  
 BY [Signature]

**RECEIPT** DATE 6/4/13 No. 225078

RECEIVED FROM ARMendo Aguilera \$ 1100 -  
Slavan Hundred \_\_\_\_\_ DOLLARS

FOR RENT  
 FOR 3461 Paxton me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 6/1/13 TO 6/30/13  
 BY [Signature]

**RECEIPT** DATE 7/4/13 No. 225101

RECEIVED FROM Armando Aguilera \$ 1100 -  
Slavan Hundred \_\_\_\_\_ DOLLARS

FOR RENT  
 FOR 3461 Paxton me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 7/1/13 TO 7/31/13  
 BY [Signature]

**RECEIPT** DATE 9/2/13 No. 225134

RECEIVED FROM Amendo Aguilera \$ 1100 -  
Slavan Hundred \_\_\_\_\_ DOLLARS

FOR RENT  
 FOR 3461 Paxton me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 9/1/13 TO 9/31/13  
 BY [Signature] **000305**

**RECEIPT** DATE 10/15/13 No. 225159

RECEIVED FROM Armando \$ 100-

Slavan Hundred. DOLLARS

FOR RENT  
 FOR 3461 Proxm me.

ACCOUNT		<input type="checkbox"/> CASH	FROM <u>10/1/13</u> TO <u>10/31/13</u>
PAYMENT		<input type="checkbox"/> CHECK	
BAL. DUE		<input type="checkbox"/> MONEY ORDER	
		<input type="checkbox"/> CREDIT CARD	

BY Dzy

**RECEIPT** DATE 12/5/13 No. 681407

FROM Armando \$ 100-

Slavan Hundred DOLLARS

FOR RENT  
 FOR 3461 Proxm

ACCT.		<input type="checkbox"/> CASH	FROM <u>12/1/13</u> TO <u>12/31/13</u>
PAID		<input type="checkbox"/> MONEY ORDER	
DUE		<input type="checkbox"/> CHECK	
		<input type="checkbox"/> CREDIT CARD	

BY [Signature]

**RECEIPT**

DATE 3/13/14 No. 68115

FROM ARMendo \$ 1100-

Elavan Hundred DOLLARS

FOR RENT 3461 PAXton Ave

FOR

ACCT.  CASH

PAID  MONEY ORDER

DUE  CHECK

CREDIT CARD

FROM 2/1/14 TO 2/28/14

BY [Signature]

1152

**RECEIPT**

DATE 4/2/14 No. 681480

FROM Armondo \$ 1100-

Elavan Hundred DOLLARS

FOR RENT 3461 PAXton Ave

FOR

ACCT.  CASH

PAID  MONEY ORDER

DUE  CHECK

CREDIT CARD

FROM 4/1/14 TO 4/3/14

BY [Signature]

1152

**RECEIPT**

DATE 5/4/14 No. 681504

FROM ARMando AUGUALERA \$ 1100-

Elavan Hundred DOLLARS

FOR RENT 3461 PAXton Ave

FOR

ACCT.  CASH

PAID  MONEY ORDER

DUE  CHECK

CREDIT CARD

FROM 5/1/14 TO 5/31/14

BY [Signature]

1152

**RECEIPT**

DATE 6/4/14 No. 681522

FROM ARMendo A \$ 1100-

Elavan Hundred DOLLARS

FOR RENT 3461 PAXton Ave

FOR

ACCT.  CASH

PAID  MONEY ORDER

DUE  CHECK

CREDIT CARD

FROM 6/1/14 TO 6/31/14

BY [Signature]

1152

**RECEIPT**

DATE 7/4/14 No. 68151

FROM Armando \$ 1150-

Slavan Hundred Fifty DOLLARS

FOR RENT 3461 PAXSON ME

FOR

ACCT.  PAID  DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 7/1/14 TO 7/31/14

BY [Signature]

1152

**RECEIPT**

DATE 8/2/14 No. 681555

FROM Armando \$ 1150-

Slavan Hundred Fifty DOLLARS

FOR RENT 3461 PAXSON ME

FOR

ACCT.  PAID  DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 8/1/14 TO 8/31/14

BY [Signature]

1152

**RECEIPT**

DATE 9/5/14 No. 681582

FROM Armando \$ 1150-

Slavan Hundred Fifty DOLLARS

FOR RENT 3461 PAXSON ME

FOR

ACCT.  PAID  DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 9/1/14 TO 9/31/14

BY [Signature]

1152

**RECEIPT**

DATE 10/4/14 No. 681597

FROM Armando \$ 1150-

Slavan Hundred Fifty DOLLARS

FOR RENT 3461 PAXSON ME

FOR

ACCT.  PAID  DUE

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

FROM 10/1/14 TO 10/31/14

BY [Signature]

1152

**RECEIPT** DATE 11/5/14 No. **071320**

RECEIVED FROM Amento \$ 1150 —

slavan hundred fifty DOLLARS

FOR RENT  
 FOR 3461 praxum

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 11/1/14 TO 11/30/14

BY [Signature]

**RECEIPT** DATE 12-5-14 No. **071342**

RECEIVED FROM ARMONDO \$ 1150 —

slavan hundred DOLLARS

FOR RENT  
 FOR 3461 praxum me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 12/1/14 TO 12/31/14

BY [Signature]

**RECEIPT** DATE 1/5/15 No. 071361

RECEIVED FROM Armando \$ 1150-

Eleven Hundred Fifty - DOLLARS

FOR RENT 3461 PAY m me.

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 1/1/15 TO 1/31/15

BY [Signature]

**RECEIPT** DATE 2/5/15 No. 071381

RECEIVED FROM Armando Aguilera \$ 1150-

Eleven Hundred Fifty - DOLLARS

FOR RENT 3461 PAY m me

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 2/1/15 TO 2/28/15

BY [Signature]

**RECEIPT** DATE 3/6/15 No. 071401

RECEIVED FROM Armando \$ 1150-

Eleven Hundred Fifty DOLLARS

FOR RENT 3461 PAY m me

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 3/1/15 TO 3/31/15

BY [Signature]

**RECEIPT** DATE 4/7/15 No. 071423

RECEIVED FROM Armando \$ 1150-

Eleven Hundred Fifty DOLLARS

FOR RENT 3461 PAY m me

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 4/1/15 TO 4/31/15

BY [Signature]

**RECEIPT** DATE 5/6/15 No. 071441

RECEIVED FROM Armando \$ 1150-

Eleven hundred fifty DOLLARS

FOR RENT 3463 Paxton Ave Oakland

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 5/1/15 TO 5/31/15

BY [Signature]

**RECEIPT** DATE 6/5/15 No. 071458

RECEIVED FROM Armando \$ 1300

Thirteen hundred DOLLARS

FOR RENT 3461 Paxton Ave

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 6/1/15 TO 6/31/15

BY [Signature]

**RECEIPT** DATE 7/5/15 No. 071473

RECEIVED FROM Armando \$ 1300-

Thirteen hundred DOLLARS

FOR RENT 3461 Paxton Ave

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 7/1/15 TO 7/31/15

BY [Signature]

**RECEIPT** DATE 8/2/15 No. 071488

RECEIVED FROM Armando \$ 1300-

Thirteen hundred DOLLARS

FOR RENT 3463 Paxton Ave

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 8/1/15 TO 8/31/15

BY [Signature]

000311

**RECEIPT** DATE 9/5/15 No. 071517

RECEIVED FROM Armando \$ 1300 —

Thirteen Hundred — DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave

ACCOUNT		<input type="radio"/> CASH	FROM <u>9/1/15</u> TO <u>9/31/15</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY [Signature]

**RECEIPT** DATE 10/4/15 No. 071532

RECEIVED FROM Armando \$ 1300 —

Thirteen hundred — DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave

ACCOUNT		<input type="radio"/> CASH	FROM <u>10/1/15</u> TO <u>10/31/15</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY [Signature]

**RECEIPT** DATE 11/6/15 No. 293608

RECEIVED FROM Armando \$ 1300 —

Thirteen  
Three Hundred only — DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave

ACCOUNT		<input type="radio"/> CASH	FROM <u>11/1/15</u> TO <u>11/30/15</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY [Signature]

**RECEIPT** DATE 12/1/15 No. 071564

RECEIVED FROM Armando \$ 1300 —

Thirteen Hundred — DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave

ACCOUNT		<input type="radio"/> CASH	FROM <u>12/1/15</u> TO <u>12/31/15</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY [Signature]

000312

**RECEIPT** DATE 1/5/16 No. 071580

RECEIVED FROM Armando \$ 300

Thirteen Hundred DOLLARS

FOR RENT  
 FOR 3461 PAX

ACCOUNT \_\_\_\_\_  CASH  
 PAYMENT \_\_\_\_\_  CHECK  
 BAL. DUE \_\_\_\_\_  MONEY ORDER  
 CREDIT CARD

FROM 1/1/16 TO 1/31/16  
 BY [Signature]

**RECEIPT** DATE 4/3/16 No. 293645

RECEIVED FROM Armando \$ 1300

Thirteen Hundred DOLLARS

FOR RENT  
 FOR 3461 PAX me owner PAY \$400 for hard wood material

ACCOUNT \_\_\_\_\_  CASH  
 PAYMENT \_\_\_\_\_  CHECK  
 BAL. DUE \_\_\_\_\_  MONEY ORDER  
 CREDIT CARD

FROM 4/1/16 TO 4/31/16  
 BY [Signature]

3-11

**RECEIPT** DATE 7/6/16 No. 293712

RECEIVED FROM Armando \$ 1450

Fourteen Hundred Fifty DOLLARS

FOR RENT  
 FOR 3461 PAX

ACCOUNT \_\_\_\_\_  CASH  
 PAYMENT \_\_\_\_\_  CHECK  
 BAL. DUE \_\_\_\_\_  MONEY ORDER  
 CREDIT CARD

FROM 7/1/16 TO 7/31/16  
 BY [Signature]

3-11

**RECEIPT** DATE 8/5/16 No. 293729

RECEIVED FROM Armando \$ 1450

Fourteen Hundred Fifty DOLLARS

FOR RENT  
 FOR 3461 PAX me

ACCOUNT \_\_\_\_\_  CASH  
 PAYMENT \_\_\_\_\_  CHECK  
 BAL. DUE \_\_\_\_\_  MONEY ORDER  
 CREDIT CARD

FROM 8/1/16 TO 8/31/16  
 BY [Signature]

**000313**

**RECEIPT** DATE 9/5/16 No. 293745

RECEIVED FROM ARMENDO \$ 1450-

Fourteen hundred fifty - DOLLARS

FOR RENT 3461 pay for me  
 FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 9/1/16 TO 9/30/16

BY [Signature]

3-11

**RECEIPT** DATE 11/5/16 No. 293782

RECEIVED FROM ARMONDO \$ 1425

Fourteen hundred Twenty Five - DOLLARS

FOR RENT 3461 pay for me still owe \$25-  
 FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 11/1/16 TO 11/31/16

BY [Signature]

3-11

**RECEIPT** DATE 1/6/17 No. 408629

RECEIVED FROM ARMENDO \$ 1450-

Fourteen hundred fifty - DOLLARS

FOR RENT  
 FOR 3461 PAX m

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 1/1/17 TO 1/31/17

BY [Signature] 3-11

**RECEIPT** DATE 2/4/17 No. 408643

RECEIVED FROM ARMENDO \$ 1450-

Fourteen hundred fifty - DOLLARS

FOR RENT  
 FOR 2463 PAX m

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 2/1/17 TO 2/29/17

BY [Signature] 3-11

**RECEIPT** DATE 3/5/17 No. 408665

RECEIVED FROM ARMENDO \$ 1450-

Fourteen hundred fifty - DOLLARS

FOR RENT  
 FOR 3461 PAX m

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 3/1/17 TO 3/31/17

BY [Signature] 3-11

**RECEIPT** DATE 4/3/17 No. 408680

RECEIVED FROM ARMENDO \$ 1450

Fourteen hundred fifty - DOLLARS

FOR RENT  
 FOR 3461 PAX m

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 4/1/17 TO 4/31/17

BY [Signature] **000315** 3-11

**RECEIPT** DATE 5/15/17 No. 408701

RECEIVED FROM Armando \$ 1450

Fourteen Hundred fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON me

ACCOUNT		<input type="radio"/> CASH	FROM <u>5/1/17</u> TO <u>5/31/17</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY [Signature] 3-11

**RECEIPT** DATE 6/5/17 No. 408720

RECEIVED FROM ARMENDO \$ 1450

Fourteen Hundred fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON Ave

ACCOUNT		<input type="radio"/> CASH	FROM <u>6/1/17</u> TO <u>6/30/17</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY [Signature] 3-11

**RECEIPT** DATE 7/3/17 No. 408736

RECEIVED FROM ARMENDO \$ 1550

Fifteen Hundred fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON me

ACCOUNT		<input type="radio"/> CASH	FROM <u>7/1/17</u> TO <u>7/31/17</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY [Signature] 3-11

**RECEIPT** DATE 8/5/17 No. 408759

RECEIVED FROM ARMENDO \$ 1550

Fifteen Hundred fifty DOLLARS

FOR RENT  
 FOR 3461 PAXTON me

ACCOUNT		<input type="radio"/> CASH	FROM <u>8/1/17</u> TO <u>8/31/17</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY [Signature] 3-11

**RECEIPT** DATE 9/4/17 No. 408770

RECEIVED FROM ARMendo \$ 1550-

Fifteen Hundred fifty- DOLLARS

FOR RENT  
 FOR 3461 Paxson

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 9/1/17 TO 9/30/17

BY [Signature] 3-11

**RECEIPT** DATE 10/6/17 No. 408794

RECEIVED FROM ARMendo \$ 1550

Fifteen Hundred fifty- DOLLARS

FOR RENT  
 FOR 3461 Paxson

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 10/1/17 TO 10/31/17

BY [Signature]

**RECEIPT** DATE 11/4/17 No. 712609

RECEIVED FROM ARMendo \$ 1550-

Fifteen Hundred fifty- DOLLARS

FOR RENT  
 FOR 3461 Paxson me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 11/1/17 TO 11/30/17

BY [Signature]

**RECEIPT** DATE 12/5/17 No. 712627

RECEIVED FROM ARMendo \$ 1550-

Fifteen Hundred fifty- DOLLARS

FOR RENT  
 FOR 3461 Paxson me

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 12/1/17 TO 12/31/17

BY [Signature]

000317

**RECEIPT** DATE 3/6/18 No. 712672

RECEIVED FROM ARMendo \$ 1550-

Fifteen hundred fifty DOLLARS

FOR RENT 3461 PAY

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 3/6/18 TO 3/31/18

BY [Signature]

**RECEIPT** DATE 4/5/18 No. 712686

RECEIVED FROM ARMendo \$ 1550-

Fifteen hundred fifty - DOLLARS

FOR RENT 3461 PAY

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 4/1/18 TO 4/31/18

BY [Signature]

**RECEIPT** DATE 5/5/18 No. 712699

RECEIVED FROM ARMendo \$ 1550

Fifteen hundred fifty - DOLLARS

FOR RENT 3461 PAY

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 5/1/18 TO 5/31/18

BY [Signature]

**RECEIPT** DATE 6/5/18 No. 712710

RECEIVED FROM ARMendo \$ 1550-

Fifteen hundred fifty - DOLLARS

FOR RENT 3461 PAY

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 6/1/18 TO 6/31/18

BY [Signature] **000318**

POSTED July 11, 2018  
#1700  
8/1/12

**RECEIPT** DATE 8/5/18 No. 712743

RECEIVED FROM ARMENDO \$ 1700-

Seventeen hundred - DOLLARS

FOR RENT 3461 PAYTON me

FOR

ACCOUNT		<input type="radio"/> CASH	FROM <u>8/1/18</u>	TO <u>8/31/18</u>
PAYMENT		<input type="radio"/> CHECK		
BAL. DUE		<input type="radio"/> MONEY ORDER		
		<input type="radio"/> CREDIT CARD	BY <u>[Signature]</u>	

**RECEIPT** DATE 10/5/18 No. 646206

RECEIVED FROM ARMENDO \$ 1700

Seventeen hundred - DOLLARS

FOR RENT 3461 PAYTON me

FOR

ACCOUNT		<input type="radio"/> CASH	FROM <u>10/1/18</u>	TO <u>10/31/18</u>
PAYMENT		<input type="radio"/> CHECK		
BAL. DUE		<input type="radio"/> MONEY ORDER		
		<input type="radio"/> CREDIT CARD	BY <u>[Signature]</u>	

3-11

**RECEIPT** DATE 11/5/18 No. 712770

RECEIVED FROM ARMENDO \$ 1700

Seventeen hundred - DOLLARS

FOR RENT 3461 PAYTON me

FOR

ACCOUNT		<input type="radio"/> CASH	FROM <u>11/1/18</u>	TO <u>11/31/18</u>
PAYMENT		<input type="radio"/> CHECK		
BAL. DUE		<input type="radio"/> MONEY ORDER		
		<input type="radio"/> CREDIT CARD	BY <u>[Signature]</u>	

**RECEIPT** DATE 12/5/18 No. 712785

RECEIVED FROM ARMENDO \$ 1700-

Seventeen hundred DOLLARS

FOR RENT 3461 PAYTON me

FOR

ACCOUNT		<input type="radio"/> CASH	FROM <u>12/1/18</u>	TO <u>12/31/18</u>
PAYMENT		<input type="radio"/> CHECK		
BAL. DUE		<input type="radio"/> MONEY ORDER		
		<input type="radio"/> CREDIT CARD	BY <u>[Signature]</u>	

000320

**RECEIPT** DATE 1/5/19 No. 712795

RECEIVED FROM ARMENDO \$1700-

Seventeen Hundred DOLLARS

FOR RENT 3461 PAXTON

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 1/1/19 TO 1/31/19

BY [Signature]

**RECEIPT** DATE 2/5/19 No. 646224

RECEIVED FROM ARMENDO \$1700-

Seventeen Hundred DOLLARS

FOR RENT 3461 PAXTON ME

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 2/1/19 TO 2/28/19

BY [Signature]

3-11

**RECEIPT** DATE 4/6/19 No. 646256

RECEIVED FROM ARMENDO \$1700-

Seventeen Hundred DOLLARS

FOR RENT 3461 PAXTON ME

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 4/1/19 TO 4/30/19

BY [Signature]

3-11

**RECEIPT** DATE 5/5/19 No. 646271

RECEIVED FROM ARMENDO \$1700-

Seventeen Hundred DOLLARS

FOR RENT 3461 PAXTON ME

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 5/1/19 TO 5/31/19

BY [Signature] **000321**

3-11



1960

1961  
S de novio

**RECEIPT** DATE 1/5/2020 No. **008109**

RECEIVED FROM Armando Aguilera \$ 1760-

seventeen hundred sixty DOLLARS

FOR RENT  
 FOR 3461 Paxton Ave Oakland

ACCOUNT  CASH  
 PAYMENT  CHECK  
 BAL. DUE  MONEY ORDER  
 CREDIT CARD

FROM 1/1/2020 TO 1/31/2020

BY [Signature] 3-11

**RECEIPT** DATE 2/15/20 No. **008127**

RECEIVED FROM Armando \$ 1760

Seventeen Hundred Sixty DOLLARS

FOR RENT  
 FOR 3461 Paxton

ACCOUNT  CASH  
 PAYMENT  CHECK  
 BAL. DUE  MONEY ORDER  
 CREDIT CARD

FROM 2/1/20 TO 2/29/20

BY [Signature] 3-11

**RECEIPT** DATE 3/5/2020 No. **008142**

RECEIVED FROM ARMANDO \$ 1760 -

Seventeen Hundred Sixty - DOLLARS

FOR RENT 3461 PAX for me

FOR \_\_\_\_\_

ACCOUNT \_\_\_\_\_

PAYMENT \_\_\_\_\_

BAL. DUE \_\_\_\_\_

CASH

CHECK

MONEY ORDER

CREDIT CARD

FROM 3/1/2020 TO 3/31/2020

BY [Signature]

**RECEIPT** DATE 4/5/2020 No. **008161**

RECEIVED FROM ARMANDO \$ 1760 -

Seventeen Hundred Sixty - DOLLARS

FOR RENT 3461 PAX for me

FOR \_\_\_\_\_

ACCOUNT \_\_\_\_\_

PAYMENT \_\_\_\_\_

BAL. DUE \_\_\_\_\_

CASH

CHECK

MONEY ORDER

CREDIT CARD

FROM 4/1/20 TO 4/30/20

BY [Signature]

**RECEIPT** DATE 5/5/20 No. 008182

RECEIVED FROM Armando \$1760-

Seventeen hundred sixty - DOLLARS

FOR RENT 3461 Post

FOR

ACCOUNT

PAYMENT

BAL. DUE

CASH

CHECK

MONEY ORDER

CREDIT CARD

FROM 5/1/20 TO 5/31/20

BY [Signature]

**RECEIPT** DATE 6/5/20 No. 008204

RECEIVED FROM Armando \$1760-

Seventeen hundred sixty - DOLLARS

FOR RENT 3461 Post

FOR

ACCOUNT

PAYMENT

BAL. DUE

CASH

CHECK

MONEY ORDER

CREDIT CARD

FROM 6/1/20 TO 6/30/20

BY [Signature]

**RECEIPT** DATE 7/5/2020 No. 008224

RECEIVED FROM ARMendo \$1760-

Seventeen Hundred Sixty DOLLARS

FOR RENT 3461 PAXton Ave

FROM 7/1/20 TO 7/31/20

BY [Signature]

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

**RECEIPT** DATE 8/5/2020 No. 008244

RECEIVED FROM ARMendo \$1760-

Seventeen Hundred Sixty DOLLARS

FOR RENT 461 PAXton Ave Oakland

FROM 8/1/20 TO 8/31/20

BY [Signature]

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

**RECEIPT** DATE 9/5/2020 No. 008258

RECEIVED FROM ARMendo \$1760-

Seventeen Hundred Sixty DOLLARS

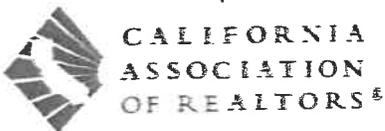
FOR RENT 3461 PAXton

FROM 9/1/20 TO 9/31/20

BY [Signature]

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

## **Exhibit T2**



# RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 11/12)

Date 05/01/2013 David Wong ("Landlord") and ARMANDO Amendo Aguilera ("Tenant") agree as follows:

#1

- 1. PROPERTY:**
- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 3461 Paxton Ave. Oakland Ca 94601 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: ARMANDO AGUILERA SELIN RIOS ANDRES AGUILERA DAVID AGUILERA
- C. The following personal property, maintained pursuant to paragraph 11, is included: Aylen Aguilera or  (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_

- 2. TERM:** The term begins on (date) may 1 2013 ("Commencement Date"), (Check A or B):
- A. Month-to-Month; and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease; and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

- 3. RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
- A. Tenant agrees to pay \$ 1,100.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier's check, or  other \_\_\_\_\_, to (name) \_\_\_\_\_ (phone) \_\_\_\_\_ (address) \_\_\_\_\_ (or at any other location subsequently specified by Landlord in writing to Tenant) (and  if checked, rent may be paid personally, between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days \_\_\_\_\_). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

- 4. SECURITY DEPOSIT:**
- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to \_\_\_\_\_ shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit		\$1,050.00	\$ (1,050.00)	
Other _____				
Other _____				
<b>Total</b>		<b>\$1,050.00</b>	<b>\$ (1,050.00)</b>	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (DW) (\_\_\_\_)

Landlord's Initials (AA) (\_\_\_\_)

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LR REVISED 11/12 (PAGE 1 OF 6)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



## RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: Kin Sin Phone: 510.559.1260 Fax: 510.559.1263 Prepared using zipForm® software  
Broker: JP Real Estate & Loans, Inc. 1309 Solano Ave. #A Albany, CA 94706

000329 34 of 47

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or 10.000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: one parking space

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking property licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: none

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

- 9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- 10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s). (Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials ( DW ) ( \_\_\_\_\_ )

Landlord's Initials ( AA ) ( \_\_\_\_\_ )



12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except none.

14. (X) (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

[ ] 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_.

OR [ ] 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

[ ] 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_.

OR [ ] 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive [ ] prior to the Commencement Date, or [ ] \_\_\_\_\_):

- [ ] 1 key(s) to Premises, [ ] remote control device(s) for garage door/gate opener(s),
[ ] key(s) to mailbox,
[ ] key(s) to common area(s),

B. Tenant acknowledges that locks to the Premises [ ] have, [ ] have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. [ ] (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials (DN) ( )

Landlord's Initials (AA) ( )



- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23.  **LEAD-BASED PAINT (if checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 24.  **MILITARY ORDNANCE DISCLOSURE:** (if applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
  - A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (DIN) (\_\_\_\_\_)

Landlord's Initials (RA) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.  
36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. **REPRESENTATIONS:**  
A. **TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.  
B. **LANDLORD REPRESENTATIONS:** Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. **MEDIATION:**  
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.  
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.  
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interpreter/Translator Agreement (C.A.R. Form ITA);  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);  
 Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. **AGENCY:**  
A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
Listing Agent: (Print firm name) \_\_\_\_\_  
is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
Leasing Agent: (Print firm name) \_\_\_\_\_  
(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
B. **DISCLOSURE:**  (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledged its receipt.

45.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials ( DW ) ( \_\_\_\_\_ )

Landlord's Initials ( RR ) ( \_\_\_\_\_ )



- 46.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
- 47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
- 49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant Romanio Lopez Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

- GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord [Signature] Date 05/04/2013 Landlord \_\_\_\_\_ Date \_\_\_\_\_

Address 4061 E Castro Valley Blvd #308, Castro Valley, Ca 94552  
 Telephone (510) 914-8168 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
 A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.  
 B. Agency relationships are confirmed in paragraph 44.  
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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Published and Distributed by:  
 REAL ESTATE BUSINESS SERVICES, INC.  
 a subsidiary of the California Association of REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**LEASE/RENTAL MOLD AND VENTILATION ADDENDUM**  
(C.A.R. Form LRM, 4/05)

The following terms and conditions are hereby incorporated in and made a part of the  Residential Lease or Month-to-Month Rental Agreement,  other \_\_\_\_\_, dated May 1 2013, on property located at (Street Address) 3461 Paxton Ave (Unit/Apartment) \_\_\_\_\_ (City) Oakland (State) Ca (Zip Code) 94601 ("Premises"), in which Amando Aguilera is referred to as

is referred to as "Tenant" and David Wong is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

**MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked,  the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) Amando Aguilera Date 5/1/13  
(Print Name) Amando Aguilera

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Print Name) \_\_\_\_\_

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Print Name) \_\_\_\_\_

Landlord (Signature) David Wong Date 5/1/13  
(Print Name) David Wong

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Buyer's Initials (AA) (\_\_\_\_\_) (\_\_\_\_\_)  
Seller's Initials (DW) (\_\_\_\_\_) (\_\_\_\_\_)  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**Exhibit T3**

# CENTRO LEGAL DE LA RAZA

David Wong  
7580 Mindy Mae Ln  
Dublin, CA 94568

December 10, 2019

**RE: Armando Aguilera of 3461 Paxton Ave. Oakland, CA 94601**

Dear Mr. Wong,

My office represents Armando Aguilera, a tenant at 3461 Paxton Avenue in Oakland, CA. It is my understanding that you own and manage this building. I am writing regarding a number of issues related to my client's tenancy, which I have spelled out below.

### **Invalid Rent Increases**

Oakland's Residential Rent Adjustment Ordinance specifies the manner and amount by which a tenant's rent can be increased. Please see Oakland Municipal Code Section 8.22 Article I. Throughout my client's tenancy, you have repeatedly raised his rent unlawfully. Most recently, in October 2019, you verbally raised his rent by \$200, effective November 1, 2019. My client is filing a petition with the Rent Adjustment Program contesting these rent increases. As is his right under the Rent Adjustment Program Ordinance, until a final determination is issued by the Rent Adjustment Program, Mr. Aguilera will continue to pay the monthly rental rate he was paying prior to November 2019, specifically, \$1,760.

### **Request for Repairs**

As you may know, California law requires a landlord provide a tenant with habitable conditions. Specifically, California Civil Code Section 1941 outlines the characteristics required for a unit to be tenantable, including but not limited to: effective waterproofing and weather protection of roof, windows, and doors, heating facilities in good working order, and floors and stairways in good repair. Furthermore, California Civil Code Section 1714 clearly states that landlords have the duty to use "ordinary care or skill in the management" of their property. Moreover, when notified of the need for repairs, a landlord must take action to make the repairs within a reasonable time, generally 30 days.

Throughout my client's tenancy, he has made numerous requests for repairs and maintenance. To date, you have failed to adequately respond to these requests and perform the work required to maintain his unit. As my client has brought to your attention previously, the following issues are outstanding:

- The heater does not work;
- The windows lack screens and many get stuck and are difficult to open;
- The lack of insulation and the single-paned windows cause excessive condensation around the windows which results in mold growth;
- The floors throughout the unit are buckling, soft, uneven, and have not been repaired since they were damaged when the unit flooded in late spring 2016;
- The unit lacks functioning smoke and carbon monoxide detectors;
- The blinds are old, deteriorated, and need to be replaced;
- The hood fan duct is not secured to the fan and as a result does not function properly;
- There is a rodent infestation in the building that requires pest control;
- There is a cockroach infestation in the building that requires pest control.

Please provide my office with a timeline for repairs at your earliest convenience.

In the past, you have instructed my client to make repairs on his own unit because he is a contractor and therefore possesses some of the relevant skills needed to perform this work. Because in the past you failed to compensate him for his labor, my client is no longer interested in this arrangement.

Please direct all communication regarding Mr. Aguilera's tenancy to my office. You may, of course, contact Mr. Aguilera for the purpose of scheduling repairs. Please note that the law requires you to provide 24-hour's written notice of your intent to enter his unit for the purpose of performing repairs.

Thank you for your attention to these matters. If you have any questions, I encourage you to contact an attorney or the Rent Adjustment Program, which provides free counseling services for landlords.

Sincerely,



Micaela Alvarez  
Supervising Attorney  
Tenants' Rights Program

**Exhibit T4**

February 28, 2019

David Bond  
7580 Mindy Mae Ln  
Dublin, California 94568

**Re: Rent increase at 3461 Paxton Ave**

Dear David Bond,

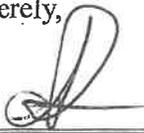
I have been a tenant at 3461 Paxton Ave, Oakland, CA since 2011. I am writing this letter in response to the verbal rent increase notice you gave me, and your request to sign a new contract. I am writing this letter with assistance from a housing rights organization.

I am a valid tenant protected under Oakland's Just Cause for Eviction Ordinance (Measure EE). Under this ordinance, I am not obligated to sign a lease that is materially different from my original lease. You want me to sign a new lease to decrease the number of people that are allowed to live in my unit. I am renting a three bedroom apartment and under California law, am legally entitled up to 7 people in the unit. Under my lease, there are 5 people permitted in the unit, and I have always maintained 5 people. I will not sign a new lease.

Futhermore, my tenancy is covered under rent control. This means that you may only raise my rent once per year. Also, the annual rent increase amount is determined each year by the Oakland Rent Adjustment Program. You must provide me with a legal 30-day written notice of the changes in my tenancy before I am required to begin paying any rent increase. You have been raising my rent illegally for the past 8 years. As I have received no such legal notice, I will continue to pay \$1700 in rent as per my rental agreement instead of the \$1900 you asked for starting March 1, 2019. In the future, please put any communication in writing.

Thank you for your attention to this serious matter.

Sincerely,



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Armando Aguilera

CC: Causa Justa :: Just Cause

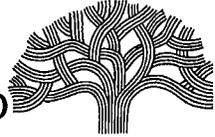
**Exhibit T5**

July 1, 2019, Rent will be increase  
\$60 to \$1,760.

Thanks

David Wong  
Landlord.

5/5/19



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:** T20-0003, Aguilera v. Wong  
**PROPERTY ADDRESS:** 3461 Paxton Avenue, Oakland, CA  
**DATE OF HEARING:** October 6, 2020  
**DATE OF DECISION:** October 22, 2020  
**APPEARANCES:** Armando Aguilera, Tenant  
Xavier Johnson, Tenant Representative  
David Wong, Owner  
Gerard Lam, Owner Representative  
Clara Garzon, Spanish Interpreter

## **SUMMARY OF DECISION**

The tenant's petition is granted in part. The legal rent for the unit is set forth in the Order below.

## **CONTENTIONS OF THE PARTIES**

The tenant filed a petition on December 13, 2019, contesting a rent increase from \$1,760 to \$1,960, effective November 1, 2019, on the following grounds: that the CPI and/or banked rent increase notice was calculated incorrectly; that the increase exceeds the CPI Adjustment and is unjustified or is greater than 10%; that he received a rent increase notice before the property owner received approval from the Rent Adjustment Program (RAP) for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase; that no written notice of the rent program (*RAP Notice*) was given to him together with the notice of the increase; that the owner did not give him the *RAP Notice* at least 6 months before the effective date of the rent increase; that the rent increase notice was not given to him in compliance with State law; that the increase he is contesting is the second increase in his rent in a 12-month period; and that the proposed rent increase would exceed an overall increase of 30% in 5 years. The tenant also contested the following rent increases on the same grounds: from \$1,700 to \$1,760, effective July 1, 2019; from \$1,550 to \$1,700, effective July 1, 2018; from \$1,450

to \$1,550, effective July 1, 2017; from \$1,300 to \$1,450, effective July 1, 2016; from \$1,150 to \$1,300, effective July 1, 2015; from \$1,100 to \$1,150, effective June 1, 2014; and from \$1,050 to \$1,100, effective May 4, 2013.<sup>1</sup>

Additionally, the tenant alleged that there is a current health, safety, fire or building code violation in his unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance and that the owner is providing him with fewer housing services than he received previously. He submitted a list of decreased services with his petition. At the outset of the hearing, however, the tenant withdrew all of his decreased services claims.

The owner, David Wong, filed an *Owner Response* on March 24, 2020. The owner agreed with the rent history provided by the tenant, but claimed to have provided the *RAP Notice* with the notices of rent increase. The owner submitted an attachment to his *Response* titled "Item I, justified rent increases," which provided details about the rent increases as follows: 5-1-15 Increase from \$1,150 to \$1,300 ("Capital Improvement \$5,100 labor and material"); 6-1-2016 Increase from \$1,300 to \$1,450 ("Capital improvement \$2,800.00"); 7-1-2018 \$1,450 to \$1,550 ("Unused capital improvement from previous improvements"); 6-1-2018 \$1,550 to \$1,700 ("Increased housing service to additional tenants"); 5-5-2019 \$1,700 to \$1,760 ("Authorized increase of 3%"); 11-1-2019 \$1,760 to \$1,960 ("rescinded after two months; Temporary increased service to two new tenants").<sup>2</sup> The owner also provided a list of responses to the tenant's decreased service claims.

### **PROCEDURAL MATTER**

At the hearing, the owner representative raised no objection to the tenant evidence submissions. The owner representative also withdrew the photos he submitted as potential evidence based on the tenant's withdrawal of his decreased service claims. The owner representative attempted, however, to submit into evidence three *RAP Notices* that were signed by tenants at other addresses.<sup>3</sup> Tenant representative Johnson objected to the admission of these *RAP Notices* into evidence. The Hearing Officer finds that these *RAP Notices* are not relevant to this hearing because they do not provide any information as to what transpired between the owner and tenant in this matter, and did not consider these notices in reaching the decision in this case.

### **THE ISSUES**

1. When, if ever, was the proper *RAP Notice* first served on the tenant?
2. What, if any, rent increases can the tenant contest?

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<sup>1</sup> The tenant answered "No" to having received the *RAP Notice* with any of the contested rent increases.

<sup>2</sup> The owner has never submitted a petition to the Rent Adjustment Program for approval of any rent increase imposed on the tenant. Also, even though some of the dates listed on his attachment to the *Owner Response* do not correspond exactly to the ones provided by the tenant, the owner did not dispute the rental history provided by the tenant – either in his *Response* or in his testimony at the hearing.

<sup>3</sup> These notices had a notation at the bottom "Revised 3/13 – Copyright 2010" and appear to have been produced by the Apartment Owners Association of California, Inc.

3. How long is the tenant entitled to restitution for overpaid rent?
4. What is the base rent, and what, if any, restitution is owed between the parties?

### **EVIDENCE**

**Rental History:** The tenant testified that he moved into the unit, a three-bedroom apartment, on January 1, 2011, at an initial rent of \$1,050 per month. He was not given the *RAP Notice* when he moved in. He is a monolingual Spanish speaker, who speaks very little English. He also does not read and write English. His nephew, Luis Aguilera, interpreted for him when he negotiated his rental agreement with the owner.

The tenant further testified that he was not given a written rent increase notice or a *RAP Notice* with each of the rent increases he received: a rent increase to \$1,100, effective May 4, 2013; a rent increase to \$1,150, effective June 1, 2014; a rent increase to \$1,300, effective June 1, 2015; a rent increase to \$1,450, effective July 1, 2016; a rent increase to \$1,550, effective July 1, 2017; a rent increase to \$1,700, effective July 1, 2018; a rent increase to \$1,760, effective July 1, 2019; and a rent increase to \$1,960, effective November 1, 2019. He paid all of the rent increases except the final one, so he is currently paying \$1,760 in rent and plans to continue to pay that amount until he receives a decision in this matter. (Tenant Exhibit 1.)

The owner did not dispute the rental history provided by the tenant. He also testified that Luis Aguilera assisted the parties in negotiating the initial rental agreement in English, although – according to the owner – the tenant “understands English well.” The owner testified that he provided the tenant with copies of the *RAP Notice* when he first moved in and with each subsequent rent increase. When asked to describe the *RAP Notice* he provided to the tenant, the owner stated that it was a one-page notice in English, with a line of Spanish and Chinese at the bottom. The owner testified that, each time he served the tenant with a rent increase, he provided him with two pieces of paper: the actual rent increase notice and the one-page *RAP Notice*. The owner did not provide copies of any of these rent increase notices or *RAP Notices*. According to the owner, the tenant refused to sign a copy of any of the *RAP Notices*.

The only written version of a rent increase notice submitted by either party was a one-page handwritten English statement signed by David Wong on May 5, 2019 stating: “July 1, 2019, Rent will be increase (sic) \$60 to \$1,760.” (Tenant Exhibit 5.)

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

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

The tenant is a monolingual Spanish speaker who understands minimal English. There was no dispute that his nephew, Luis, assisted him in communicating with the owner when he first moved into the property. He was credible when he testified, through an

interpreter, that he is not proficient in English, particularly in reading and writing English.<sup>4</sup>

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>5</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>6</sup> 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.<sup>7</sup>

There is a dispute between the parties as to whether or not the tenant was given a *RAP Notice* when he first moved into the unit. The owner claims that he served the tenant with a *RAP Notice* on January 1, 2011, but was unable to provide a copy of this or any other *RAP Notice* served on the tenant. Furthermore, the owner seemed unaware of the two-page Spanish version of the *RAP Notice* available from the RAP program; the *RAP Notice* he described that he claimed to have given to the tenant was a one-page English version with a line of Spanish and Chinese at the bottom. The tenant's testimony that he never received a *RAP Notice* from the owner, particularly the Spanish version of the notice, was credible.

Additionally, California Civil Code Section 1632(b)(3) states that, when a person enters into a contract, including a rental contract or agreement, and primarily negotiates the terms of the contract in a language other than English, the owner must give the consumer a translation of the contract in the same language in which the negotiation was held.<sup>8</sup> Here, when the tenant moved into the unit, all key discussions were in Spanish. The RAP Board has held that, in keeping with Civil Code Section 1632(b)(3), the *RAP Notice* must also be given in the same language in which the negotiations were held. (*Soriano et al. v. Western Mgt. Properties*, T06-0154, Housing, Residential, Rent and Relocation Board.)

Because the tenant is a monolingual Spanish speaker who does not read English, serving him with a *RAP Notice* in English would not have provided him with actual notice of his rights. Moreover, the owner failed to establish that he ever served the tenant with even the English version of the *RAP Notice*. The owner is required to give the correct notice. Therefore, it is found that the tenant has never been validly served with the *RAP Notice*.

### **What, if any, rent increases can the tenant contest?**

A tenant may file a petition to contest any rent increase. Where a tenant was served the *RAP Notice* at the inception of a tenancy, a tenant petition must be filed within 90 days of the date of service of a rent increase notice, if the rent increase notice was also served

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<sup>4</sup> In his closing argument, the owner's representative expressed agreement with the tenant's lack of English literacy, when he asserted that the reason the tenant testified he had never received any written rental increase or *RAP Notices* from the owner is because he received them in English but was unable to read and understand them.

<sup>5</sup> O.M.C. § 8.22.060(A).

<sup>6</sup> O.M.C. § 8.22.070(H)(1)(a).

<sup>7</sup> O.M.C. § 8.22.060(C).

<sup>8</sup> The copy of the rental agreement submitted by the tenant, dated May 2013, was in English only (Tenant Exhibit 2).

with a *RAP Notice*.<sup>9</sup> Where the tenant did not receive the correct *RAP Notice* at the inception of the tenancy, the tenant can contest all rent increases.<sup>10</sup>

Since the tenant was never properly served with the *RAP Notice*, the tenant can contest all of the rent increases he has received since he moved into the unit.

The owner's representative argued at the hearing that the tenant's petition is untimely and that the tenant seemed to be aware of his rights when he consulted with Causa Justa and Centro Legal. (Tenant Exhibits 3 and 4.) The tenant's awareness of his rights does not affect the owner's responsibility to serve the tenant with the correct *RAP Notice*. Since the correct *RAP Notice* was never validly served, the owner cannot increase the rent until six months after a proper Spanish language version of the *RAP Notice* is served on the tenant. Therefore, all of the rent increases the tenant is contesting are invalid.<sup>11</sup>

### **How long is the tenant entitled to restitution for overpaid rent?**

The tenant filed his petition on December 13, 2019. This matter was first scheduled for Hearing on May 20, 2020. The matter was continued to October 6, 2020, due to the temporary suspension of hearings during the COVID-19 emergency and the need to switch to entirely remote hearings. A Hearing Decision is being issued in this case at the end of October 2020, more than ten months after the tenant first filed his petition.

In this case, the tenant contested eight rent increases.<sup>12</sup> All eight were invalid. The first contested rent increase was effective May 4, 2013, more than six years prior to the tenant's petition filing. The question, then, is how long can the tenant be granted restitution?

There is no indication in the Rent Adjustment Ordinance as to how far back a tenant can seek reimbursement for claims related to rent overpayments. The Code of Civil Procedure states that the statute of limitations for "actions upon a liability created by statute, other than a penalty or forfeiture" is three years. A statute of limitations looks backward from the date a cause of action is filed, but does not limit the amount of restitution a person may receive based on the length of time a matter takes to get resolved. Limiting a tenant's recovery to three years before the date a decision is ultimately reached would deprive the tenant of reimbursement for actionable wrongs done during the period of processing.

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<sup>9</sup> O.M.C. § 8.22.090(A)(2)(a)(i).

<sup>10</sup> O.M.C. § 8.22.090(A)(2)(b).

<sup>11</sup> It should also be noted that the owner admitted to not ever having filed a petition against the tenant for any capital improvement cost, uninsured repair cost, increased housing service cost or fair return rent increases. Such petitions are required pursuant to O.M.C. § 8.22.070(C)(1).

<sup>12</sup> It is unclear whether or not the final rent increase the tenant is contesting, from \$1,760 to \$1,960, effective November 1, 2019, has been rescinded by the owner, but the tenant never paid the increase and the rescission, or lack thereof, does not affect the decision in this matter.

There have been a variety of RAP Hearing Decisions and Appeals Decisions that have referred to a Rent Board policy to limit restitution to three years. (See *Huante v. Peinado*, T14-0232, in which the HRRRB stated that “The Hearing Decision granted restitution for decreased housing services for up to three years because the tenant did not receive the notice.” The case was affirmed by the Board, but the issue of whether restitution was granted for the correct amount of time was not discussed.) See also *Barajas v. Chu*, T06-0051.

The HRRRB also referred to this matter in *Sherman v. Michelson*, T12-0332. In that case the Board stated that the Hearing Officer had granted restitution “for a period of three years prior to the filing of the petition.” Furthermore, again without discussing the substance of the matter, the HRRRB upheld a finding of more than 36 months of restitution in the case of *Titcomb v. Vinyard-Ide*, T17-0575.

It is held that it is proper to limit the recovery of restitution to 36 months (three years) prior to the filing of a tenant petition. This may mean that a tenant is entitled to more than 36 months of total recovery because of the amount of time a case takes to be processed through the RAP. Nonetheless, the statute of limitations is still being followed, as a statute simply sets how far back a recovery can begin, but does not limit the total amount of recovery awarded.

The chart below begins the discussion of restitution starting on December 13, 2016, three years prior the filing of the tenant’s case.

**What is the base rent, and what, if any, restitution is owed between the parties?**

Since all noticed rent increases are invalid, the tenant’s base rent is \$1,050 a month, the amount he paid when he first moved into the unit. The tenant is also entitled to restitution for any rent overpayments since December 13, 2016, three years before the date he filed his petition. Therefore, he is owed a total of \$27,560 for the overpaid rent, as noted on the chart below.

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OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Payments	Sub-total
13-Dec-16	30-Jun-17	\$1,450	\$1,050	\$ 400.00	6	\$ 2,400.00
1-Jul-17	30-Jun-18	\$1,550	\$1,050	\$ 500.00	12	\$ 6,000.00
1-Jul-18	30-Jun-19	\$1,700	\$1,050	\$ 650.00	12	\$ 7,800.00
1-Jul-19	30-Oct-20	\$1,760	\$1,050	\$ 710.00	16	\$11,360.00
<b>TOTAL OVERPAID RENT</b>						<b>\$ 27,560.00</b>
<b>RESTITUTION</b>						
MONTHLY RENT						<b>\$1,050</b>
TOTAL TO BE REPAID TO TENANT						<b>\$27,560.00</b>
TOTAL AS PERCENT OF MONTHLY RENT						<b>2625%</b>
AMORTIZED OVER			<b>36</b>	MO. BY REG. IS		<b>\$ 765.56</b>

An overpayment of this amount is normally adjusted over a period of 12 months.<sup>13</sup> However, when the restitution owed is 2,625% of the monthly rent, it is proper to extend the restitution period to 36 months. The restitution deduction is \$765.56 a month. The tenant is entitled to begin to deduct the restitution owed from his 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.

**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 the entire restitution amount, the tenant must stop deducting the restitution.

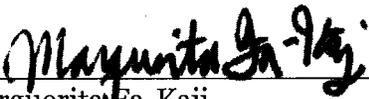
### ORDER

1. Petition T20-0003 is partially granted.
2. The tenant's base rent is \$1,050 a month.
3. Due to past rent overpayments, the tenant is owed restitution of \$27,560. Therefore, the tenant's rent is adjusted by a rent decrease for 36 months in the amount of \$765.56 a month.
4. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
5. If the owner wishes to, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided with restitution.

<sup>13</sup> Regulations, § 8.22.110(F)(4).

6. 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 22, 2020

  
\_\_\_\_\_  
Marguerita Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T20-0003**

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

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

**Document Included**

Hearing Decision

**Owner**

David & Winnie Wong  
7580 Mindy Mae Lane  
Dublin, CA 94568

**Owner Representative**

Gerard Lam  
373 - 9th Street, Suite 506  
Oakland, CA 94607

**Tenant**

Armando Aguilera  
3461 Paxton Avenue  
Oakland, CA 94601

**Tenant Representative**

Micaela Alvarez, Centro Legal de la Raza  
3022 International Blvd., Suite 410  
Oakland, CA 94601

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

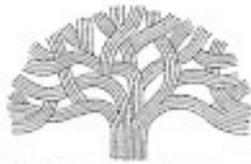
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 29, 2020** in Oakland, CA.

**000351**



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Ava Silveira  
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

**RECEIVED**  
For date stamp.

NOV 12 2020

RENT ADJUSTMENT PROGRAM  
**OAKLAND**

**APPEAL**

<b>Appellant's Name</b> David Wong and Winnie Wong		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 3461 Paxton Avenue, Oakland, California			
<b>Appellant's Mailing Address (For receipt of notices)</b> 7580 Mindy Mae Lane Dublin, CA 94568		<b>Case Number</b> T20-0003	
		<b>Date of Decision appealed</b> 10-22-2020	
<b>Name of Representative (if any)</b> Gerard Lam		<b>Representative's Mailing Address (For notices)</b> 373 - 9th Street Suite 506 Oakland, Calif 94607	

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

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

For more information phone (510) 238-3721.

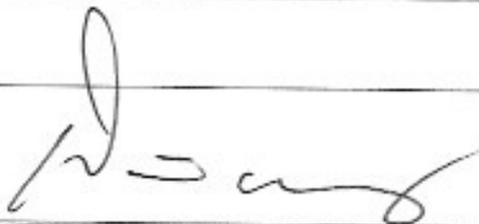
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

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

<b>Name</b>	Amando Aguilera
<b>Address</b>	3461 Paxton Avenue
<b>City, State Zip</b>	Oakland, Calif 94601
<b>Name</b>	Micaela Alvarez
<b>Address</b>	3022 International Blvd. Suite 410
<b>City, State Zip</b>	Oakland, Calif 94601

	11-5-2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

GERARD LAM Bar# 77093  
373 – 9<sup>th</sup> Street # 506  
Oakland, Calif 94607  
Tel: (510) 465-6685/ Fax: (510) 8397809  
E-mail gl.ttmlm@yahoo.com

ATTORNEY FOR Appellants

BEFORE CITY OF OAKLAND RENT ADJUSTMENT BOARD

In Re Marriage of:

Case No. T20 - 0003

PETITIONER: AMANDO AGILERA

RESPONDENTS: DAVID WONG AND  
WINNIE WONG

APPELLANTS' BRIEF  
ON APPEAL

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PROCEDURAL BACKGROUND

Petitioner Aguilera filed this petition to contest all of the rent increases served on him since the inception of his tenancy at 3461 Paxton Avenue, Oakland, California 94601 on the grounds that he was never served with a Spanish RAP Notice, As well as most of the grounds printed on the Petition form. A hearing was held on 10-6-2020 before hearing Officer Marguerita Fa-Kaji of the Rent Board. A decision (hereafter Dec.) was rendered dated 10-22-2020, but mailed on 10-30-2020 to the parties and Their Representatives. Respondents David Wong and Winnie Wong appeal this decision On the ground that the Hearing Officer applied the wrong law/rule to the facts of This case which application affected many of the rulings in the decision.

EVIDENCE

The hearing officer cited most of the relevant testimonies by the parties at the hearing, As well as documents submitted by the parties and introduced into evidence at the hearing.

The parties did not dispute the fact that Petitioner Aguilera does not read or write English And he was assisted by his nephew 'Luis' who interpreted for him when he negotiated The terms of the lease and at the execution of the lease. (See Dec. Page 3, para 2). The lease offered by Petitioner Aguilera showed that there were changes made by tenant before he signed the lease.

Owner Wong testified that he also served an English version of the RAP Notice at the Same time when the parties signed the lease. (Dec. Page 3, para 4) Petition Aguilera denied that he was served with any notice. He also withdrew one of his grounds for contesting the increases: that of Decrease in housing services by owner

The hearing officer found that the owner failed to serve a Spanish version of the RAP Notice on Petitioner, as required by California Civil Code Section 1632(b)(3) and RAP Board rulings based on that section. Based on this finding and application of the Cited law, the Hearing Officer ruled that petitioner may file the petition to contest ALL Of the rent increases from the inception of the tenancy. The hearing officer further Ruled, for the same reasons, that all rent increases were invalid, so the current rent is Set at the same amount as the one set in the beginning of the tenancy, \$1,050.

HEARIN OFFICER FAILED TO CONSIDER ALL EVIDENCE IN MAKING HER FINDINGS OF FACT.

It was not disputed that Petitioner Aguilera was assisted by his nephew 'Luis' in the Negotiation and execution of the lease agreement. Luis negotiated with owner in English In behalf of Aguilera, who credibly testified that he could not understand oral or written English. The hand-written changes and signature on the lease submitted by Petitioner

Clearly showed that Aguilera acts at the instructions of his interpreter Luis.

California Civil Code Section 1632(b) was enacted to protect non-English speaking Consumers from entering into a contract they do not understand. That section stated that If negotiation is conducted principally in a language other than English, such as Spanish, Chinese, Vietnamese ... then a translation version in that language must be provided To the non-English speaking person. Based on this, the RAP Board ruled that the same Applies to RAP notices.

However California Civil Code Section 1632 (h) provides that this section does not apply if a Tenant or lessee negotiates the terms of the contract, lease or other obligations through His or her own interpreter. This section recognizes the commercial reality that people Who do not speak the same language still may communicate through trusted interpreters. The Hearing Officer did not take into consideration that Petitioner was assisted by his Own interpreter Luis in the negotiation and execution of his lease, thus the section she Relied on to make the rulings that owners must serve a Spanish version of the RAP Notice did not apply in this case. Since Petitioner does not understand oral or written English, he cannot credibly testified if an English RAP was NOT served on him, as owner so testified. Owner also offered RAP Notices signed by other tenants and testified that because Petitioner refused to sign to acknowledge receipt of the RAP Notice he did not have that in his file. So the Hearing Officer should have found that an RAP Notice was served at the time the lease was executed in 2011.

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OMC 8.22.090 (A)(2) LIMITS TENANTS TIME TO FILE RENT INCREASE CONTEST  
PETITIONER TO 120 DAYS

Petitioner filed this petition on 12-28-2019, so applying the limitations only rent increases  
Noticed after 8-28-2019 can be contested in this case. Based on the petition only the  
Rent increase going into effect on 11-1-2019 may be contested by Aguilera. The effective  
Monthly rent currently is \$1,760.

For reasons set forth above, Appellants pray that the Hearing Officer's 10-22-2020  
Decision be reversed and modified to conform to correct findings and application of  
The law, specifically California Civil Code Section 1623 (h).

Date: 11-6-2020

  
\_\_\_\_\_  
ATTORNEY FOR APPELLANTS

## PROOF OF SERVICE

I am a resident of the State of California, over the age of 18 years, and not a party to the within action. My business address is 373 - 9<sup>th</sup> Street #506, Oakland, Calif 94607

On 11-6-2020 I served the foregoing: Owner's Appeal package

1. By Mail

By enclosing a true copy in a sealed envelope addressed to the persons whose names and addresses are given below and depositing the envelope in the United States mail in the City of Oakland, California, with the postage fully prepaid on the same date.

2. By personal service

By personally delivering a true copy to the persons whose names and addresses are given below.

3. By E-mailing

By E-mailing a true copy to the persons whose names and E-mail addresses are given below and

(Truefiling) to recipients designated on E-filing list with the TrueFiling which includes The California Supreme Court

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on 11-6-2020 at Oakland, California.

  
MARIA CHOU

### NAME AND ADDRESSES/E-MAIL ADDRESSES OF PERSONS SERVED

Amando Aguilera  
3461 Paxton Avenue  
Oakland, Calif 94601

Micaela Alvarez, Centrao Legal de la Raza  
3022 International Blvd., Suite 410  
Oakland, CA 94601