**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**
**FULL BOARD SPECIAL MEETING**
**July 8, 2021**
**5:00 P.M.**
**Meeting Will Be Conducted Via Zoom**

**AGENDA**

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

**OBSERVE:**
• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10
• To observe the meeting by video conference, please click on the link below:
When: July 8, 2021 05:00 PM Pacific Time (US and Canada)
Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING July 08, 2021
Please click the link below to join the webinar:
https://us02web.zoom.us/j/82540548615
Or One tap mobile :
US: +16699009128,,82540548615# or +13462487799,,82540548615#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 825 4054 8615
International numbers available: https://us02web.zoom.us/u/kiBdVoGub

**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.

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

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. APPEALS*
    a. T19-0344, Stephenson v. Ramirez
    b. T20-0093, Bolanos v. Olivieri
    c. T19-0514, Green v. Mosser Companies Inc.
5. INFORMATION AND ANNOUNCEMENTS
    a. Rent Adjustment Program Updates
6. SCHEDULING AND REPORTS
7. ADJOURNMENT

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

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

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

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

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

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

# NOTICE TO PROPERTY OWNER OF TENANT PETITION

## ATTENTION: IMMEDIATE ACTION REQUIRED

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

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

- TO RESPOND:

1) Complete a **PROPERTY OWNER RESPONSE** form found on the RAP website. (https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program)
2) Serve a copy of your **PROPERTY OWNER RESPONSE** form on the tenant (or the tenant's representative listed on the petition) by mail or personal delivery.
3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as on the website) and provide a copy to the tenant (or tenant's representative) together with your **PROPERTY OWNER RESPONSE** form.
4) Submit your **PROPERTY OWNER RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

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

**DOCUMENT REVIEW:** The tenant is required to serve on you all documents the tenant filed in this case in addition to the petition. Additionally, all documents are available for review at RAP.

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

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# NOTICE TO TENANTS OF PROPERTY OWNER PETITION TO EXTEND TIME TO VACATE

## ATTENTION: IMPORTANT INFORMATION BELOW

If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION TO EXTEND TIME OF TENANT VACANCY TO COMPLETE REPAIRS form, it means that the owner of your unit has filed a case with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board") requesting that you be required to vacate your unit for more than 3 months in order to complete substantial repairs to your unit.

- **A HEARING WILL BE SCHEDULED TO DETERMINE WHETHER THE OWNER PETITION SHOULD BE GRANTED. RAP WILL MAIL YOU A NOTICE WITH THE HEARING DATE.***
  **You may contact RAP to ensure that your current mailing address is on file.*

- **YOU MAY, BUT ARE NOT REQUIRED TO, SUBMIT A FORMAL RESPONSE IN ADVANCE OF THE HEARING.** If you wish to submit any documentary evidence (such as photographs), you must do so at least 5 days prior to the hearing.

- TO FILE A FORMAL RESPONSE:

  1) Complete a **TENANT RESPONSE** form found on the RAP website (https://www.oaklandca.gov/documents/rent-adjustment-program-forms-and-notices-for-tenants)
  2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
  3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
  4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP via email or by mail.

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

**DOCUMENT REVIEW:** There may be additional documents that were submitted in support of the owner petition that were not provided to you (see "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 3 of the petition form). All documents are available for review at RAP. You may also request paper copies from the owner in your response. The owner must then provide them to you within 10 days of any such request.

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

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# NOTICE TO TENANTS OF OWNER PETITION

## ATTENTION: IMMEDIATE ACTION REQUIRED

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

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

- TO RESPOND:

1) Complete a **TENANT RESPONSE** form found on the RAP website. (https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program)
2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

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

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

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

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

# PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS

**Please fill out this form as completely as you can.** *Property owners and tenants may use this form to petition the Rent Adjustment Program ("RAP") for a hearing to address a tenant's claim of "protected status" as elderly, disabled, or catastrophically ill for purposes of protection under the Just Cause for Eviction Ordinance. See Oakland Municipal Code ("O.M.C.") Section 8.22.360 (A)(9) and the corresponding Regulations. NOTE: Both the property owner and tenant must agree to have the claim heard by RAP in order for RAP to have jurisdiction. See the last pages of this Petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING****. To make an appointment email RAP@oaklandca.gov.*

## Rental Unit Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

Type of unit (*check one*):
- ☐ Single family home
- ☐ Condominium
- ☐ Apartment, room, or live-work

Number of units on property: _____

Date tenant moved into unit: _____

## Tenant Information

_____ _____
First Name Last Name

Mailing Address (*if different from above*): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Property Owner Information

_____ _____
First Name Last Name

Company/LLC/LP (*if applicable*): _____

Mailing address: _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Representative for Petitioner *(Check one):* ☐ No Representative ☐ Attorney ☐ Non-attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## CLAIM OF PROTECTED STATUS

**Complete the chart below by providing all information requested**. *If you are the tenant, complete questions 1-5 only. If you are the property owner, complete all questions below. You may, but are not required to, provide an additional explanation of any your answers by attaching a separate sheet and submitting it together with your Petition.*

| | | | | | |
|---|---|---|---|---|---|
| **1.** | Petition submitted on behalf of: ❑ PROPERTY OWNER ❑ TENANT | | | | |
| **2.** | On what basis does the tenant claim protected status? | ❑ Aged 60+ | ❑ Disabled | ❑ Catastrophically ill | |
| **3.** | Has the tenant resided in the unit for at least 5 years? | | | ❑ Yes | ❑ No |
| **4.** | Has the tenant submitted a statement with supporting evidence of protected status to the property owner? | | | ❑ Yes | ❑ No |
| **5.** | If the answer to question 4, above, is "Yes," what documentation was submitted?<br>❑ Driver's license, DMV identity card, or birth certificate<br>❑ Statement from health care provider *(includes mental health care professional)*<br>❑ Social security or workers' compensation documentation<br>❑ Other: _____ | | | | |

### TO BE COMPLETED BY PROPERTY OWNER ONLY

| | | | | |
|---|---|---|---|---|
| **6.** | Do you or your relative who seeks to occupy the unit also claim protected status? *(If "Yes," answer **6a-6c** below)* | | ❑ Yes | ❑ No |
| | **6a.** | Person claiming protected status: ❑ Self ❑ Relative (*state relation*): _____ | | |
| | **6b.** | Do you claim that all other rental units that you own are occupied by tenants who also qualify for protected status? | ❑ Yes | ❑ No |
| | **6c.** | Total number of properties owned: _____ Total number of rental units in all properties: _____ | | |
| **7.** | Do you seek a determination of tenant protected status because you are selling the property? (*If "Yes," answer **7a-7d** below*) | | ❑ Yes | ❑ No |
| | **7a.** | Have you accepted an offer from a purchaser and the offer is contingent on the availability of a unit to owner-occupy? | ❑ Yes | ❑ No |
| | **7b.** | Does the property contain six or fewer units? | ❑ Yes | ❑ No |
| | **7c.** | If the property contains more than six units, do you claim that the tenant's unit is unique? | ❑ Yes | ❑ No |
| | **7d.** | If the answer to **7c.** is "Yes," explain why you believe the unit is unique: _____ | | |

## PROPERTY OWNER FILING REQUIREMENTS

*If you are the property owner, you must be current on the following requirements and submit supporting documentation of compliance in order to submit a Petition. Owner Petitions that are submitted without proof of compliance with the below requirements will be considered incomplete. If you are a tenant, proceed to the next section ("VERIFICATION").*

| Requirement | Documentation |
|---|---|
| ❑ Current Oakland business license | *Attach proof of payment of your most recent Oakland business license.* |
| ❑ Payment of Rent Adjustment Program service fee ("RAP Fee") | *Attach proof of payment of the current year's RAP Fee for the subject property.* |
| ❑ Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants*<br><br>**Exception for units not covered by the Residential Rent Adjustment Program* | *Attach a signed and dated copy of the first RAP Notice provided to the tenant subject to this Petition or check the appropriate box below.*<br>❑ I first provided tenant with the RAP Notice on (*date*): _____.<br>❑ I have never provided a RAP Notice.<br>❑ I do not know if a RAP Notice was ever provided.<br>❑ I believe the unit is exempt from the Residential Rent Adjustment Program. |

## VERIFICATION
*(Required)*

*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.*

_____ _____

Petitioner Signature Date

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF PETITION-*

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www.oaklandca.gov/RAP

# NOTICE OF PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS

## ATTENTION: IMPORTANT INFORMATION BELOW

If you are receiving this NOTICE together with a completed PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS form, it means that the owner or tenant of your rental unit has filed a petition with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board") requesting a hearing to address the tenant's claim of protected status as elderly, disabled, or catastrophically ill for purposes of protection under the Just Cause for Eviction Ordinance.

- **NOTE: PARTICIPATION IN THIS HEARING PROCESS IS VOLUNTARY. RAP WILL ONLY SCHEDULE A HEARING AND HAVE JURISDICTION TO ADDRESS THE CLAIM IF BOTH PARTIES AGREE.**

- **IF YOU DO NOT WISH TO HAVE THIS CLAIM ADDRESSED BY RAP, NO FURTHER ACTION IS REQUIRED, AND NO HEARING WILL BE SCHEDULED.**

- **IF YOU AGREE TO HAVE THIS CLAIM ADDRESSED IN A RAP HEARING, YOU MUST FILE A RESPONSE TO THE PETITION WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).***

- TO RESPOND:
  1) Complete a **RESPONSE TO PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS** form found on the RAP website.
  2) Serve a copy of your **RESPONSE** form on the other party by mail or personal delivery.
  3) Complete a **PROOF OF SERVICE** form (included with the **RESPONSE** form and also available as a stand-alone document on the RAP website) and provide a copy to the other party together with your **RESPONSE** form.
  4) Submit your **RESPONSE** and completed **PROOF OF SERVICE** to RAP via email or mail. Your **RESPONSE** will not be considered complete until a **PROOF OF SERVICE** is filed indicating that the other party has been served with a copy.

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

**If you do not file a Response within the time limit for filing, RAP will assume that you do not agree to have this claim addressed by RAP.*

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

CITY OF OAKLAND

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE OTHER PARTY PRIOR TO FILING YOUR PETITION WITH RAP.**

**You must include a copy of the form "NOTICE OF PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS" (*the preceding page of this Petition packet*) and a completed copy of this PROOF OF SERVICE form together with your Petition.**

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

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

- ❑ **PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS** plus _____ attached pages *(number of pages attached to Petition not counting the Petition form, the NOTICE OF PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS, or this PROOF OF SERVICE)*
- ❑ **NOTICE OF PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS**
- ❑ Other: _____

by the following means *(check one)*:

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR PETITION

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

## SERVICE ON TENANT/PROPERTY OWNER

You are required to serve ALL the following documents on the other party affected by your Petition:

1. Copy of RAP form entitled "NOTICE OF PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS" (*included in this Petition packet and available on RAP website*).
2. Copy of completed Petition form and any attachments.
3. Completed PROOF OF SERVICE form (*included in this Petition packet and available on RAP website*).

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

## DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing. You must serve a copy of any documents filed with RAP on the other party and file a PROOF OF SERVICE form.

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

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

## FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**In person:** TEMPORARILY CLOSED
City of Oakland

Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 3 of the Petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER PETITION IS FILED

Participation in the RAP hearing process for determination of tenant protected status is optional, and RAP will only have jurisdiction to address the claim of protected status if BOTH parties agree. If the other party agrees to have RAP address the claim, they must file a Response within 30 days after service of the Petition (35 days if served by mail). They must serve you with a copy of their Response form and any attachments filed with the Response. Failure by the other party to file a timely Response will be interpreted as an indication that they do not wish to participate in the RAP hearing process, and no hearing will be scheduled.

If the other party does file a timely Response form indicating that they agree to have RAP address the claim of protected status, RAP will move forward with scheduling a hearing. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

## CONFIDENTIAL NATURE OF HEARING

Evidence of a tenant's disability or illness is deemed confidential. Hearings will not be open to the public. Records of hearings and decisions will not be considered public records for purposes of the California Public Records Act (Cal. Government Code § 6250, et seq.). The owner or their representative, agent, or attorney may not release any evidence or records or information contained in such evidence or records pertaining to the tenant's disability or illness to a person other than the parties or their representatives for the hearing.

## FILE/DOCUMENT REVIEW

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

## FOR MORE INFORMATION

Additional information on the RAP hearing process is located on the RAP website, in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.110 *et seq*.), and in the Just Cause for Eviction Ordinance and Regulations (see Oakland Municipal Code 8.22.360(A)(9)). You may also refer to the Guide on Oakland Rental Housing Law at https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf or contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

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

# PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE

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

## Rental Unit Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

Is there more than one street address on the parcel? ☐ Yes ☐ No If yes, list all addresses: _____

Type of unit(s) (*check one*): ☐ Single family home ☐ Condominium ☐ Apartment, room, or live-work

Number of units on property: _____

Date acquired property: _____

Case number(s) of any relevant prior Rent Adjustment case(s): _____

## Property Owner Information

_____ _____
First Name Last Name

Company/LLC/LP (*if applicable*): _____

Mailing address: _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Property Owner Representative *(Check one):* ☐ No Representative ☐ Attorney ☐ Non-attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## GENERAL FILING REQUIREMENTS

*To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.*

| Requirement | Documentation |
|---|---|
| ❑ Current Oakland business license | *Attach proof of payment of your most recent Oakland business license.* |
| ❑ Payment of Rent Adjustment Program service fee ("RAP Fee") | *Attach proof of payment of the current year's RAP Fee for the subject property.* |
| ❑ Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants | *Attach a signed and dated copy of the first RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below*.*<br>❑ I first provided tenant(s) with the RAP Notice on (*date*): _____.<br>❑ I have never provided a RAP Notice.<br>❑ I do not know if a RAP Notice was ever provided.<br>**If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.* |

# GROUNDS FOR PETITION

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

| Grounds | Description | Requirements |
|---|---|---|
| ❑ **Capital Improvements** | *Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in Appendix A of the Regulations).* | ✓ Improvements meet the description of capital improvements set forth in Appendix A of the Regulations.<br>✓ Improvements completed and paid for within 24 months prior to petition filing date.<br>✓ **Complete** Worksheet A on page 4 of this petition.<br>✓ **Attach** documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finaled), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements. |
| ❑ **Uninsured Repair Costs** | *Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.* | ✓ Repairs completed and paid for within 24 months prior to petition.<br>✓ Insurance proceeds insufficient to cover full amount of required repair costs.<br>✓ **Complete** Worksheet A on page 4 of this petition.<br>✓ **Attach** documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds. |

| | | |
|---|---|---|
| ❑ **Increased Housing Service Costs** | *Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units.* | ✓ **Complete** Worksheet B on page 5 of this petition.<br>✓ **Attach** documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments. |
| ❑ **Fair Return** | *Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.* | ✓ **Complete** Worksheet C on page 6 of this petition.<br>✓ **Attach** organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses. |
| ❑ **Banking** | *Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in conjunction with petitions based on other grounds/justifications.* | ✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of >30% over the past 5 years.<br>✓ **Complete** Worksheet D on page 7 of this petition.<br>✓ **Attach** documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D. |
| ❑ **Additional Occupant(s)** | *Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.* | ✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020.<br>✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant.<br>✓ **Attach** documentation demonstrating base occupancy level and the addition of non-exempt occupant(s). |

## WORKSHEET A:
## CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS

**Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below**, *in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.*

| | |
|---|---|
| Total number of residential units in building*: _____<br>**Including any vacant and owner/manager-occupied units* | For *mixed-use buildings*, provide: Residential sq. ft: _____<br>Other use sq. ft:<br>% residential use: _____ |

**BUILDING-WIDE CAPITAL IMPROVEMENTS**

| CATEGORY OF IMPROVEMENT | Date permit obtained or work began | Date completed | Date paid for | Full costs |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | SUBTOTAL: | |

**UNIT-SPECIFIC CAPITAL IMPROVEMENTS**

| CATEGORY OF IMPROVEMENT | Unit # | Date permit obtained or work began | Date completed | Date paid for | Full costs |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | SUBTOTAL: | |

## WORKSHEET B:
## INCREASED HOUSING SERVICE COSTS

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

| | YEAR 1 (two years ago)<br>From: _____ to _____<br>(mm/dd/yy) (mm/dd/yy) | YEAR 2 (last year)<br>From: _____ to _____<br>(mm/dd/yy) (mm/dd/yy) |
|---|---|---|
| **INCOME** | | |
| Rents | $ | $ |
| Parking | $ | $ |
| Laundry Income | $ | $ |
| Other: _____ | $ | $ |
| Total: | $ | $ |
| **EXPENSES** | | |
| Garbage | $ | $ |
| Water/Sewer | $ | $ |
| Electricity/Gas | $ | $ |
| Insurance | $ | $ |
| Repairs and Maintenance | $ | $ |
| Pest Control | $ | $ |
| Laundry Expenses | $ | $ |
| Parking | $ | $ |
| Elevator Service | $ | $ |
| Security | $ | $ |
| Furnishings | $ | $ |
| Property Taxes | $ | $ |
| Business License | $ | $ |
| Management Expenses | $ | $ |
| Other: _____ | $ | $ |
| Other: _____ | $ | $ |
| Total: | $ | $ |

## WORKSHEET C:
## FAIR RETURN

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

| | **BASE YEAR (2014)**<br>From: _____ to _____<br>(mm/dd/yy) (mm/dd/yy) | **LAST YEAR**<br>From: _____ to _____<br>(mm/dd/yy) (mm/dd/yy) |
|---|---|---|
| **INCOME** | | |
| Rents | $ | $ |
| Parking | $ | $ |
| Laundry | $ | $ |
| Other: _____ | $ | $ |
| Imputed rent if any unit owner/manager-occupied | $ | $ |
| Imputed rent if any unit not rented to capacity | $ | $ |
| Total: | $ | $ |
| **EXPENSES** | | |
| Electricity/Gas | $ | $ |
| Garbage | $ | $ |
| Water/Sewer | $ | $ |
| Insurance | $ | $ |
| Maintenance/Repairs | $ | $ |
| Pest Control | $ | $ |
| Laundry Expenses | $ | $ |
| Parking | $ | $ |
| Elevator Service | $ | $ |
| Security | $ | $ |
| Property Taxes | $ | $ |
| Business License | $ | $ |
| Management Expenses | $ | $ |
| Furnishings | $ | $ |
| Capital Improvements (Amortized cost) | $ | $ |
| Other: _____ | $ | $ |
| Other: _____ | $ | $ |
| Total: | $ | $ |

## WORKSHEET D:
## BANKING

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

| TENANT NAME | UNIT # | MOVE-IN DATE (mm/dd/yy) | RENT AT MOVE-IN | RENT 11 YEARS AGO *(If tenant has lived in unit >11 years)* | CURRENT RENT | CURRENT PASS-THROUGH AMOUNT *(If any)* |
|---|---|---|---|---|---|---|
| | | | | | | |
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# TENANT INFORMATION

*(Required for all petitions)*

**List each tenant and the requested information for each unit affected by this petition.** *Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).*

| TENANT NAME | ADDRESS *(include unit #)* | EMAIL ADDRESS | PHONE NUMBER | CURRENT RENT | TYPE OF INCREASE(S) SOUGHT |
|---|---|---|---|---|---|
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## OWNER VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.*

Property Owner's Signature _____ Date _____

Property Owner's Signature _____ Date _____

## DOCUMENTATION IN EXCESS OF 25 PAGES

☐ The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

☐ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Property Owner's Signature _____ Date _____

## INTERPRETATION SERVICES

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

☐ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ☐ Spanish (Español)
- ☐ Cantonese (廣東話)
- ☐ Mandarin (普通话)
- ☐ Other: _____

*-END OF PETITION-*

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

# NOTICE TO TENANTS OF PROPERTY OWNER PETITION

## ATTENTION: IMMEDIATE ACTION REQUIRED

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

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

- TO RESPOND:

1) Complete a **TENANT RESPONSE** form found on the RAP website. (https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program)
2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

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

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

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

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

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

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

by the following means *(check one)*:

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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| Name | |
| Address | |
| City, State, Zip | |

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| Address | |
| City, State, Zip | |

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| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR PETITION

## TIME TO FILE YOUR PETITION

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

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

## DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

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

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

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

## SERVICE ON TENANT(S)

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

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

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

## DOCUMENTATION IN EXCESS OF 25 PAGES

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

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

## FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the RAP website or deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** https://www.oaklandca.gov/services/file-a-property-owner-petition

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 9 of the Petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER PETITION IS FILED

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

## FILE/DOCUMENT REVIEW

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

## FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq*.). For more

information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases or you can refer to the Guide on Oakland Rental Housing Law at https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

**CITY OF OAKLAND**
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CA Relay Service 711
www.oaklandca.gov/RAP

For Rent Adjustment Program date stamp.

# PROPERTY OWNER PETITION FOR CERTIFICATE OF EXEMPTION

**Please fill out this form as completely as you can.** *This form is for property owners to petition the Rent Adjustment Program ("RAP") for a Certificate of Exemption confirming permanent exempt status of their rental unit(s) from the jurisdiction of the Oakland Rent Adjustment Ordinance. Only dwelling units that are permanently exempt can be granted a Certificate of Exemption. A Certificate of Exemption is a final determination of exemption absent fraud or mistake. See Oakland Municipal Code ("O.M.C.") Section 8.22.030 for more information on exemptions. NOTE: A RAP hearing is required to grant an exemption in all exemption cases, even if uncontested or irrefutable. Failure to provide required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING****. To make an appointment email RAP@oaklandca.gov.*

## Rental Unit Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

Is there more than one street address on the parcel? ☐ Yes ☐ No If yes, list all addresses: _____

Type of unit(s) (*check one*): ☐ Single family home ☐ Condominium ☐ Apartment, room, or live-work

Number of units on property: _____

Date acquired property: _____

Case number(s) of any relevant prior Rent Adjustment case(s): _____

## Property Owner Information

_____ _____
First Name Last Name

Company/LLC/LP (*if applicable*): _____

Mailing address: _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Property Owner Representative *(Check one):* ☐ No Representative ☐ Attorney ☐ Non-attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## GENERAL FILING REQUIREMENTS

*To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.*

| Requirement | Documentation |
|---|---|
| ❑ Current Oakland business license | *Attach proof of payment of your most recent Oakland business license.* |
| ❑ Payment of Rent Adjustment Program service fee ("RAP Fee") | *Attach proof of payment of the current year's RAP Fee for the subject property.* |
| ❑ Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants | *Attach a signed and dated copy of the first RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below*.*<br>❑ I first provided tenant(s) with the RAP Notice on (*date*):_____.<br>❑ I have never provided a RAP Notice.<br>❑ I do not know if a RAP Notice was ever provided.<br>**If Petition applies to multiple tenants, please provide this information on a separate sheet.* |

# GROUNDS FOR EXEMPTION

**Select the basis for your claim of exemption from the list below.** *See column on the right for filing requirements and documentation to be submitted together with petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. To read Oakland's laws and regulations on exemptions, see Section 8.22.030 of the Rent Adjustment Ordinance and the corresponding Regulations, available here: www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance.*

| GROUNDS | DESCRIPTION | REQUIREMENTS |
|---|---|---|
| ❑ **New Construction** | *The unit was newly constructed and a certificate of occupancy was issued for the unit on or after January 1, 1983. Only applies to units that were entirely newly constructed or created from a space that was formerly entirely non-residential.* | ✓ **Attach** copy of certificate of occupancy and any other supporting documentation. |
| ❑ **Costa Hawkins** | *The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Cal. Civil Code 1954.50 et seq.).* | ✓ **Complete** Worksheet A on page 3 of this petition.<br>✓ **Attach** any documentation supporting your claim. |

## WORKSHEET A:
## COSTA HAWKINS

**Complete the following questions if your claim of exemption is based on Costa Hawkins** *(Single-Family Home or Condominium). Use the "Notes" section below to add any explanation(s) or additional information that may be helpful in determining whether to grant your petition.*

| | | |
|---|---|---|
| **1.** Did the prior tenant(s) leave after being given a notice to quit (Civil Code sec. 1946.1)? *(If yes, attach a copy of the notice.)* | ❑ Yes | ❑ No |
| **2.** Did the prior tenant(s) leave after being given a notice of rent increase? *(If yes, attach a copy of the notice.)* | ❑ Yes | ❑ No |
| **3.** Was/were the prior tenant(s) evicted for cause? | ❑ Yes | ❑ No |
| **4.** At the time the prior tenant vacated were there any outstanding violations of building, housing, fire or safety codes in the unit or building? | ❑ Yes | ❑ No |
| **5.** Is the unit a single-family dwelling or condominium that is separately alienable, meaning it can be sold separately from any other unit(s) on the parcel? | ❑ Yes | ❑ No |
| **6.** Did the current tenant(s) have roommates when they moved in? | ❑ Yes | ❑ No |
| **7.** If the unit is a condominium, did you purchase it? *(If not a condominium, leave blank and skip to question 10.)* | ❑ Yes | ❑ No |
| **8.** If the answer to question (7) is "Yes," did you purchase the entire building? | ❑ Yes | ❑ No |
| **9.** If the answer to question (7) is "Yes," from whom did you purchase it: _____ | | |
| **10.** When did the current tenant(s) move into the unit? *(mm/dd/yy)* _____ | | |

**Notes:** _____

# TENANT INFORMATION

*(Required for all petitions)*

*List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary.*

| Tenant Name | Unit # | Address | Phone | Email |
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## OWNER VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.*

Property Owner 1 Signature _____ Date _____

Property Owner 2 Signature _____ Date _____

## DOCUMENTATION IN EXCESS OF 25 PAGES

☐ The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

## VACANT UNIT(S) AT PROPERTY

Check the box below if there are currently any vacant units at the property for which a certificate of exemption is sought. Although you are not required to serve a copy of your Petition on vacant units, if a vacant unit becomes occupied prior to the final resolution of the Petition, the new tenant(s) must be served with a copy of the Petition and given an opportunity to respond. You are also required to notify RAP immediately after the new tenant(s) move in.

☐ **I/We certify that as of the date of filing this Petition, the unit(s) at the property listed below are vacant. I/We understand that if said unit(s) becomes occupied prior to the final resolution of this Petition, I/we must notify RAP immediately and serve the new tenant(s) with a copy of the Petition, the enclosed "NOTICE TO TENANTS OF PROPERTY OWNER PETITION," and any other documents that I/we have filed.**

**The vacant units are:** _____

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

☐ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## INTERPRETATION SERVICES

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

☐ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ☐ Spanish (Español)
- ☐ Cantonese (廣東話)
- ☐ Mandarin (普通话)
- ☐ Other: _____

*-END OF PETITION-*

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

# NOTICE TO TENANTS OF PROPERTY OWNER PETITION

## ATTENTION: IMMEDIATE ACTION REQUIRED

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

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

- TO RESPOND:

1) Complete a **TENANT RESPONSE** form found on the RAP website. (https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program)
2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

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

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

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

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

CITY OF OAKLAND

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

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

- ☐ **PROPERTY OWNER PETITION FOR CERTIFICATE OF EXEMPTION** plus _____ attached pages *(number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)*
- ☐ **NOTICE TO TENANTS OF PROPERTY OWNER PETITION**
- ☐ Other: _____

by the following means *(check one)*:

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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| Address | |
| City, State, Zip | |

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| Name | |
| Address | |
| City, State, Zip | |

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|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR PETITION

## TIME TO FILE YOUR PETITION

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

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

## DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

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

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

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

## SERVICE ON TENANT(S)

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

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

You may serve tenant(s) by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that all tenants have been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

## SERVICE ON VACANT UNIT(S)

You are not required to serve a copy of the Petition on vacant units. However, if any vacant unit becomes occupied prior to the final resolution of the Petition, you must serve the new tenant(s) in the same manner as described above and notify RAP immediately. If there are any vacancies at the time of filing, you must check the box under "VACANT UNIT(S) AT PROPERTY" on page 5 of the Petition.

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

## DOCUMENTATION IN EXCESS OF 25 PAGES

If the documents submitted with your Petition exceed 25 pages, you may opt to not serve tenant(s) with all the attachments. Check the box under "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 5 of the Petition. If a tenant requests copies of the documentation in their Tenant Response, you must provide them to the tenant within 10 days of receiving such request.

## FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the RAP website or deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** https://www.oaklandca.gov/services/file-a-property-owner-petition

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER PETITION IS FILED

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

## FILE/DOCUMENT REVIEW

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

**FOR MORE INFORMATION**

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq*.). You can also refer to the Guide on Oakland Rental Housing Law at https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf or contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

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

For Rent Adjustment Program date stamp.

# PROPERTY OWNER PETITION TO EXTEND TIME OF TENANT VACANCY TO COMPLETE REPAIRS

**Please fill out this form as completely as you can.** *Where a tenant is required to temporarily vacate a rental unit so that substantial (necessary) repairs may be completed, the tenant is not required to vacate for a period of longer than three months without prior approval. You may use this form to petition the Rent Adjustment Program ("RAP") for an extension of that time. Failure to provide required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING****. To make an appointment email RAP@oaklandca.gov.*

## Rental Unit Being Repaired

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

Is there more than one street address on the parcel? ☐ Yes ☐ No If yes, list all addresses: _____

## Tenant Information

_____ _____
First Name Last Name

Current Mailing Address (*if different from above*): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Property Owner Information

_____ _____
First Name Last Name

Company/LLC/LP (*if applicable*): _____

Mailing address: _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Property Owner Representative *(Check one):* ☐ No Representative ☐ Attorney ☐ Non-attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## GENERAL FILING REQUIREMENTS

*To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.*

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

# PETITION FOR EXTENSION

**Complete the following section by providing all information requested.** *Attach organized documentation demonstrating that reasonable efforts have been made to complete repairs in a timely fashion, and that despite reasonable efforts, an extension of time is required. If you need more space, you may attach additional copies of this page or submit a separate sheet together with your petition. The property owner has the burden of proving that an extension is warranted.*

Date notice to vacate served on tenant(s): _____ Date tenant(s) vacated: _____

Tenant(s) provided with relocation assistance? ☐ Yes ☐ No Amount of relocation provided: $_____

| Description of Necessary Repairs | Date Repairs Began | Date of Expected Completion | Reason for Delay |
|---|---|---|---|
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## OWNER VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Petition is true and that all of the documents attached to the Petition are true copies of the originals.*

Property Owner 1 Signature _____ Date _____

Property Owner 2 Signature _____ Date _____

## DOCUMENTATION IN EXCESS OF 25 PAGES

☐ The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

☐ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Property Owner's Signature _____ Date _____

## INTERPRETATION SERVICES

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

☐ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ☐ Spanish (Español)
- ☐ Cantonese (廣東話)
- ☐ Mandarin (普通话)
- ☐ Other: _____

*-END OF PETITION-*

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

# NOTICE TO TENANTS OF PROPERTY OWNER PETITION TO EXTEND TIME TO VACATE

## ATTENTION: IMPORTANT INFORMATION BELOW

If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION TO EXTEND TIME OF TENANT VACANCY TO COMPLETE REPAIRS form, it means that the owner of your unit has filed a case with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board") requesting that you be required to vacate your unit for more than 3 months in order to complete substantial repairs to your unit.

- **A HEARING WILL BE SCHEDULED TO DETERMINE WHETHER THE OWNER PETITION SHOULD BE GRANTED. RAP WILL MAIL YOU A NOTICE WITH THE HEARING DATE.***
  **You may contact RAP to ensure that your current mailing address is on file.*

- **YOU MAY, BUT ARE NOT REQUIRED TO, SUBMIT A FORMAL RESPONSE IN ADVANCE OF THE HEARING.** If you wish to submit any documentary evidence (such as photographs), you must do so at least 5 days prior to the hearing.

- TO FILE A FORMAL RESPONSE:
  1) Complete a **TENANT RESPONSE** form found on the RAP website (https://www.oaklandca.gov/documents/rent-adjustment-program-forms-and-notices-for-tenants)
  2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
  3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
  4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP via email or by mail.

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

**DOCUMENT REVIEW:** There may be additional documents that were submitted in support of the owner petition that were not provided to you (see "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 3 of the petition form). All documents are available for review at RAP. You may also request paper copies from the owner in your response. The owner must then provide them to you within 10 days of any such request.

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

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

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

- ☐ **PROPERTY OWNER PETITION TO EXTEND TIME OF TENANT VACANCY TO COMPLETE REPAIRS** plus _____ attached pages *(number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION TO EXTEND TIME TO VACATE, or PROOF OF SERVICE)*
- ☐ **NOTICE TO TENANTS OF PROPERTY OWNER PETITION TO EXTEND TIME TO VACATE**
- ☐ Other: _____

by the following means *(check one)*:

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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| Name | |
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| Name | |
| Address | |
| City, State, Zip | |

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|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR PETITION

## TIME TO FILE YOUR PETITION

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

- If you know in advance that the repairs cannot be completed within three months, you must file and serve your Petition prior to serving the tenant(s) with a notice to vacate.
- If you discover, after serving the tenant(s) with a notice to vacate, that the work will require longer than three months, you must file and serve your Petition within 15 days of first learning that the work will not be completed within three months.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

## SERVICE ON TENANT(S)

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

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

You may serve tenant(s) by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that all tenants have been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

## DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

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

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

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

## DOCUMENTATION IN EXCESS OF 25 PAGES

If the documents submitted with your Petition exceed 25 pages, you may opt to not serve tenant(s) with all the attachments. Check the box under "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 3 of the

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

Petition. If a tenant requests copies of the documentation in their Tenant Response, you must provide them to the tenant within 10 days of receiving such request.

## FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the RAP website or deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** https://www.oaklandca.gov/services/file-a-property-owner-petition

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 3 of the Petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER PETITION IS FILED

RAP will schedule a hearing to determine whether your Petition should be granted. You will be mailed a Notice of Hearing indicating the hearing date. Tenant(s) may, but are not required to, submit a formal Response in advance of the hearing. The tenant(s) must serve you with a copy of their Response form and any attachments filed with the Response.

## FILE/DOCUMENT REVIEW

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

## FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq*.). For more information on temporary vacancies to complete repairs, see the Just Cause for Eviction Ordinance at O.M.C. § 8.22.360 (A)(10) and the corresponding Regulations. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

| | | |
|---|---|---|
| CITY OF OAKLAND | **CITY OF OAKLAND**<br>**RENT ADJUSTMENT PROGRAM**<br>250 Frank H. Ogawa Plaza, Suite 5313<br>Oakland, CA 94612-0243<br>(510) 238-3721<br>CA Relay Service 711<br>www.oaklandca.gov/RAP | For Rent Adjustment Program date stamp.<br><br>**CASE NUMBER T** - _____ |

# PROPERTY OWNER RESPONSE TO TENANT PETITION

**Please fill out this form as completely as you can.** *Use this form to respond to the Tenant Petition you received. By completing this response form and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last page of this packet for more information, including filing instructions and how to contact the Rent Adjustment Program ("RAP") with questions. Additional information is also available on the RAP website.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.*** *To make an appointment email RAP@oaklandca.gov .*

## Rental Unit Information

_____ Street Number _____ Street Name _____ Unit Number Oakland, CA _____ Zip Code

Is there more than one street address on the parcel? ☐ Yes ☐ No If yes, list all addresses: _____

Type of unit(s) (*check one*): ☐ Single family home ☐ Condominium ☐ Apartment, room, or live-work

Number of units on property: _____

Date acquired property: _____

Case number(s) of any relevant prior Rent Adjustment case(s): _____

## Tenant Information

Name of Tenant Petitioner(s): _____

Date tenant(s) moved into rental unit: _____ Initial rent amount: $_____ Is/are tenant(s) current on rent? ☐ Yes ☐ No

## Property Owner Information

_____ First Name _____ Last Name

Company/LLC/LP (*if applicable*): _____

Mailing address: _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Property Owner Representative *(Check one)*: ☐ No Representative ☐ Attorney ☐ Non-attorney

_____ First Name _____ Last Name _____ Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## GENERAL FILING REQUIREMENTS

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

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

## PROPERTY OWNER CLAIM OF EXEMPTION

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

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

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

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

❑ The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. *(Attach copy of Certificate of Occupancy.)*

❑ The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.

❑ The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. *(Attach copy of Certificate of Exemption.)*

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

# RESPONSE TO TENANT PETITION

**Use the chart(s) below to respond to the grounds stated in the Tenant Petition**. *Enter your position on each claim in the appropriate section(s) below. You may attach any documents, photographs, or other tangible evidence that support your position together with your response form. If you need more space, attach additional copies of this page or state your response in a separate sheet attached to this form.*

## A. Unlawful Rent Increase(s)

*Complete this section if any of the grounds for the Tenant Petition fall under Category A on the Tenant Petition.*

**List all rent increases given within the past five years, starting with the most recent increase.**

| Date tenant given notice of rent increase: | Date rent increase went into effect: | Amount of increase: | | Did you provide a RAP Notice with the notice of rent increase? | | Reason for increase (CPI, banking, or other): |
|---|---|---|---|---|---|---|
| (mm/dd/yy) | (mm/dd/yy) | FROM | TO | YES | NO | |
| | | $ | $ | ❑ | ❑ | |
| | | $ | $ | ❑ | ❑ | |
| | | $ | $ | ❑ | ❑ | |
| | | $ | $ | ❑ | ❑ | |
| | | $ | $ | ❑ | ❑ | |

**If the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.**

| | Tenant Petition Grounds | Owner Response |
|---|---|---|
| (A2) | Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s). | |
| (A3) | A government agency has cited the unit for serious health, safety, fire, or building code violations. | |

## B. Decreased Housing Services

*Complete this section if any of the grounds for the Tenant Petition fall under Category B on the Tenant Petition.*

| | Tenant Petition Grounds | Owner Response |
|---|---|---|
| (B1) | The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner. | |
| (B2) | Tenant(s) is/are being unlawfully charged for utilities. | |

## C. Other

*Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.*

| | Tenant Petition Grounds | Owner Response |
|---|---|---|
| (C1) | Rent was not reduced after a prior rent increase period for capital improvements. | |
| (C2) | Owner exemption based on fraud or mistake. | |
| (C3) | Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)). | |

## OWNER VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this response is true and that all of the documents attached to the response are true copies of the originals.*

Property Owner 1 Signature _____ Date _____

Property Owner 2 Signature _____ Date _____

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Property Owner Signature _____ Date _____

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF RESPONSE-*

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

- ☐ **PROPERTY OWNER RESPONSE TO TENANT PETITION** plus _____ attached pages *(number of pages attached to Response not counting the Response form or PROOF OF SERVICE)*
- ☐ Other: _____

by the following means *(check one)*:

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

_____

PRINTED NAME

_____ _____

SIGNATURE DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR RESPONSE

## TIME TO FILE YOUR RESPONSE

Your Property Owner Response form must be received by the Rent Adjustment Program within 35 days after the Tenant Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

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

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing.[1] You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

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

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

## SERVICE ON TENANT(S)

You are required to serve a copy of your Property Owner Response form (plus any attachments) on the tenant or the tenant's representative and submit a PROOF OF SERVICE form together with your Response.

(1) Serve a copy of your Response on the tenant(s) by mail or personal delivery.
(2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
(3) Provide the tenant with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
(4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

You may serve the tenant(s) and/or the tenant's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Response. Your Response will not be considered complete until a PROOF OF SERVICE form is filed indicating that the tenant has been served. Note that you cannot serve a Response by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your

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

Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER RESPONSE IS FILED

In most cases, RAP will schedule a hearing to determine whether the Tenant Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

## FILE/DOCUMENT REVIEW

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

## FOR MORE INFORMATION

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

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

# RESPONSE TO PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS

**Please fill out this form as completely as you can.** *Property owners and tenants may use this form to respond to the PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS filed by the tenant or property owner of their rental unit. By filing the Petition, the owner or tenant has requested that the Rent Adjustment Program ("RAP") schedule a hearing to address the tenant's claim of "protected status" as elderly, disabled, or catastrophically ill for purposes of protection under the Just Cause for Eviction Ordinance (see Oakland Municipal Code ("O.M.C.") Section 8.22.360 (A)(9) and the corresponding Regulations). However, participation in this RAP hearing process is voluntary, and RAP will only schedule a hearing and have jurisdiction to address the claim if both parties agree.* ***By completing and submitting this form within the required time for filing, you are indicating that you agree to have RAP schedule a hearing to address the claim****. If you do NOT wish to have this claim addressed by RAP, no response is necessary. See the last pages of this Response packet ("Important Information Regarding Filing Your Response") or the RAP website for more information.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING****. To make an appointment email RAP@oaklandca.gov.*

## Rental Unit Information

_____ Street Number _____ Street Name _____ Unit Number Oakland, CA _____ Zip Code

Type of unit (*check one*): ❑ Single family home ❑ Condominium ❑ Apartment, room, or live-work

Number of units on property: _____

Date tenant moved into unit: _____

## Your Information

I am the: ❑ Property Owner ❑ Tenant

Do you agree to have RAP address the claim of protected status? ❑ Yes ❑ No

_____ First Name _____ Last Name

Mailing Address (*if different from above*): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Your Representative *(Check one)*: ❑ No Representative ❑ Attorney ❑ Non-attorney

_____ First Name _____ Last Name _____ Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## CLAIM OF PROTECTED STATUS

**Complete the chart below by providing all information requested**. *Only complete questions 5-6 if you are the property owner. If you are the tenant, complete questions 1-4 only. You may, but are not required to, provide an additional explanation of any of your responses, or of your response to the Petition generally, by attaching a separate sheet and submitting it together with your Response.*

| | | | | | |
|---|---|---|---|---|---|
| **1.** | On what basis does the tenant claim protected status? | ❑ Aged 60+ | ❑ Disabled | ❑ Catastrophically ill | |
| **2.** | Has the tenant resided in the unit for at least 5 years? | | | ❑ Yes | ❑ No |
| **3.** | Has the tenant submitted a statement with supporting evidence of protected status to the property owner? | | | ❑ Yes | ❑ No |
| **4.** | If the answer to question 3, above, is "Yes," what documentation was submitted?<br>❑ Driver's license, DMV identity card, or birth certificate ❑ Social security or workers' compensation<br>❑ Statement from health care provider (*includes mental health care professional*) ❑ Other: _____ | | | | |

### TO BE COMPLETED BY PROPERTY OWNER ONLY

| | | | | |
|---|---|---|---|---|
| **5.** | Do you or your relative who seeks to occupy the unit also claim protected status? *(If "Yes," answer **5a-5c** below)* | | ❑ Yes | ❑ No |
| | **5a.** | Person claiming protected status: ❑ Self ❑ Relative (*state relation*): _____ | | |
| | **5b.** | Do you claim that all other rental units that you own are occupied by tenants who also qualify for protected status? | ❑ Yes | ❑ No |
| | **5c.** | Total number of properties owned: _____ Total number of rental units in all properties: _____ | | |
| **6.** | Do you seek a determination of tenant protected status because you are selling the property? (*If "Yes," answer **6a-6d** below*) | | ❑ Yes | ❑ No |
| | **6a.** | Have you accepted an offer from a purchaser and the offer is contingent on the availability of a unit to owner-occupy? | ❑ Yes | ❑ No |
| | **6b.** | Does the property contain six or fewer units? | ❑ Yes | ❑ No |
| | **6c.** | If the property contains more than six units, do you claim that the tenant's unit is unique? | ❑ Yes | ❑ No |
| | **6d.** | If the answer to **6c.** is "Yes," explain why you believe the unit is unique: _____<br>_____<br>_____<br>_____ | | |

## PROPERTY OWNER FILING REQUIREMENTS

*If you are the property owner, you must be current on the following requirements and submit supporting documentation of compliance in order to submit a Response. Owner Responses that are submitted without proof of compliance with the below requirements will be considered incomplete. If you are a tenant, proceed to the next section ("VERIFICATION").*

| Requirement | Documentation |
|---|---|
| ❑ Current Oakland business license | *Attach proof of payment of your most recent Oakland business license.* |
| ❑ Payment of Rent Adjustment Program service fee ("RAP Fee") | *Attach proof of payment of the current year's RAP Fee for the subject property.* |
| ❑ Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants*<br><br>**Exception for units not covered by the Residential Rent Adjustment Program* | *Attach a signed and dated copy of the first RAP Notice provided to the tenant subject to this petition or check the appropriate box below.*<br>❑ I first provided tenant with the RAP Notice on (*date*): _____.<br>❑ I have never provided a RAP Notice.<br>❑ I do not know if a RAP Notice was ever provided.<br>❑ I believe the unit is exempt from the Residential Rent Adjustment Program. |

## VERIFICATION
*(Required)*

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

_____ _____

Signature Date

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF RESPONSE-*

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

❑ **RESPONSE TO PETITION FOR DETERMINATION OF TENANT PROTECTED STATUS** plus _____ attached pages *(number of pages attached to Response not counting the Response form or this PROOF OF SERVICE)*

❑ Other: _____

by the following means *(check one)*:

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

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR RESPONSE

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

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

## TIMELINE FOR FILING RESPONSE

If you agree to have RAP address the tenant's claim of protected status, you must file a Response to the Petition within 30 days after the Petition was served on you (35 days if served by mail). If you do NOT agree to have the claim of protected status addressed in a RAP hearing, no Response is required. Failure to file a timely Response will be interpreted as an indication that you do not wish to participate in the RAP hearing process.

## SERVICE ON TENANT/PROPERTY OWNER

If you choose to participate in the RAP hearing process by filing a Response, you must serve a copy of your completed Response form (plus any attachments) and a completed PROOF OF SERVICE form on the other party prior to filing with RAP. You may serve the other party by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Response. Your Response will not be considered complete until a PROOF OF SERVICE form is filed indicating that the other party has been served.

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing. You must serve a copy of any documents filed with RAP on the other party and file a PROOF OF SERVICE form.

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

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

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 3 of the Response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER RESPONSE IS FILED

Participation in the RAP hearing process for determination of tenant protected status is optional, and RAP will only have jurisdiction to address the claim of protected status if BOTH parties agree. By submitting a completed Response form within the time limit for filing, you are indicating that you agree to have RAP address this claim. After your Response is received, RAP will move forward with scheduling a hearing. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

## CONFIDENTIAL NATURE OF HEARING

Evidence of a tenant's disability or illness is deemed confidential. Hearings will not be open to the public. Records of hearings and decisions will not be considered public records for purposes of the California Public Records Act (Cal. Government Code § 6250, et seq.). The owner or their representative, agent, or attorney may not release any evidence or records or information contained in such evidence or records pertaining to the tenant's disability or illness to a person other than the parties or their representatives for the hearing.

## FILE/DOCUMENT REVIEW

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

## FOR MORE INFORMATION

Additional information on the RAP hearing process is located on the RAP website, in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.110 *et seq*.), and in the Just Cause for Eviction Ordinance and Regulations (see Oakland Municipal Code 8.22.360(A)(9)). You may also refer to the Guide on Oakland Rental Housing Law at https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf or contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

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

For Rent Adjustment Program date stamp.

# TENANT PETITION

**Please fill out this form as completely as you can.** *Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.*** *To make an appointment email RAP@oaklandca.gov.*

## Rental Unit Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

Move-in Date: _____ Initial Rent at Move-In: $_____ Current Rent: $_____

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? *(See page 5 "Jurisdiction" for more information)*
❑ Yes ❑ No ❑ Not sure

Are you current on rent? ❑ Yes ❑ No* (**Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.*)

If not current on rent, explain why: _____

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?
❑ I first received the RAP Notice on: _____
❑ I was never provided with the RAP Notice
❑ I do not remember if I ever received the RAP Notice

Case number(s) of any relevant prior Rent Adjustment case(s):

## Tenant Information *(List each tenant petitioner in unit. If you need more space, attach additional sheet.)*

_____ _____
First Name Last Name

Mailing Address (*if different from above*): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

_____ _____
First Name Last Name

Mailing Address (*if different from above*):

Primary Telephone: _____ Other Telephone: _____ Email: _____

## Tenant Representative *(Check one)*: ❑ No Representative ❑ Attorney ❑ Non-Attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## Property Owner Information

*Property Owner*

First Name _____ Last Name _____

Company/LLC/LP *(if applicable)*: _____

Mailing Address: _____

Phone Number: _____ Email: _____

*Property Manager (if applicable)*

First Name _____ Last Name _____ Name of Management Company _____

Mailing Address: _____

Phone Number: _____ Email: _____

# GROUNDS FOR PETITION

**Select the grounds for this petition from the list below.** *Check all that apply. You must check at least one box. To contest a rent increase, select item(s) from Category A. If you have experienced a decrease in housing services and/or have issues with the condition of your unit, or are being charged for utilities in violation of the law, select item(s) from Category B. For more information on each of the grounds, see Oakland Municipal Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment Ordinance) and the corresponding Regulations. A copy of the Ordinance and Regulations are available here: www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance.*

| | | |
|---|---|---|
| A. | **Unlawful Rent Increase(s)** *(Complete section A on page 3)* | ☐ (A1) I received a rent increase above the allowable amount. |
| | | ☐ (A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program"). |
| | | ☐ (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. ***(You must attach a copy of the citation to your petition.)*** |
| B. | **Decreased Housing Services** *(Complete section B on page 3)* | ☐ (B1) The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. ***(Check this box for petitions based on bad conditions/failure to repair.)*** |
| | | ☐ (B2) I am being unlawfully charged for utilities. |
| C. | **Other** | ☐ (C1) My rent was not reduced after a prior rent increase period for capital improvements. |
| | | ☐ (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. |
| | | ☐ (C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C). |

## A. Unlawful Rent Increase(s)

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

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

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

| Date received rent increase notice: | Date rent increase went into effect: | Amount of increase: | | Received RAP Notice with notice of rent increase? | |
|---|---|---|---|---|---|
| (Month/Day/Year) | (Month/Day/Year) | FROM | TO | YES | NO |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |

## B. Decreased Housing Services

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

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

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

| | Description of problem or decreased housing service (list separately): | Date problem or decreased service started: (Month/Day/Year) | Date first notified owner or manager of problem: (Month/Day/Year) | Date problem or service was fixed, if ever: (Month/Day/Year) | What is the dollar value of your claimed loss? |
|---|---|---|---|---|---|
| 1. | | | | | $ |
| 2. | | | | | $ |
| 3. | | | | | $ |
| 4. | | | | | $ |

## TENANT VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Tenant Petition is true and that all of the documents attached to the Petition are true copies of the originals.*

Tenant 1 Signature _____ Date _____

Tenant 2 Signature _____ Date _____

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Tenant Signature _____ Date _____

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF PETITION-*

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

# NOTICE TO PROPERTY OWNER OF TENANT PETITION

## ATTENTION: IMMEDIATE ACTION REQUIRED

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

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

- TO RESPOND:

1) Complete a **PROPERTY OWNER RESPONSE** form found on the RAP website. (https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program)
2) Serve a copy of your **PROPERTY OWNER RESPONSE** form on the tenant (or the tenant's representative listed on the petition) by mail or personal delivery.
3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available on the website) and provide a copy to the tenant (or tenant's representative) together with your **PROPERTY OWNER RESPONSE** form.
4) Submit your **PROPERTY OWNER RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

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

**DOCUMENT REVIEW:** The tenant is required to serve on you all documents the tenant filed in this case in addition to the petition. Additionally, all documents are available for review at RAP.

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

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

- ❑ **TENANT PETITION** plus _____ attached pages *(number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)*
- ❑ **NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- ❑ Other: _____

by the following means *(check one)*:

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

///

///

///

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR PETITION

## TIME TO FILE YOUR PETITION

Your Tenant Petition form must be received by the Rent Adjustment Program within the required time limit for filing. RAP staff cannot grant an extension of time to file your Petition.

- For Petitions contesting a rent increase, you have 90 days from the date of notice of increase or from the first date you received the RAP Notice (whichever is later) to file a Petition. If you did not receive a RAP Notice with the rent increase you are contesting but have received one in the past, you have 120 days to file a Petition. If you have never received a RAP Notice, you may contest all rent increases.
- For Petitions claiming decreased housing services, you have 90 days from either the date you first became aware of the decreased service or the date you first received the RAP Notice (whichever is later) to file a Petition. If the decreased housing service is ongoing, you may file a Petition at any time. See O.M.C. §§ 8.22.090 (A)(2)-(3) for more information.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

## DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing[1]. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

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

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

## SERVICE ON PROPERTY OWNER

You are required to serve ALL the following documents on the property owner and/or the property owner's representative:

1. Copy of RAP form entitled "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*included in petition packet and available on RAP website*).
2. Copy of completed Petition form and attachments.
3. Completed PROOF OF SERVICE form (*included in petition packet and available on RAP website*).

You may serve the property owner and/or the owner's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that the owner has been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

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

## FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the RAP website or deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** https://www.oaklandca.gov/services/file-a-tenant-petition

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the petition, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER PETITION IS FILED

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

## FILE/DOCUMENT REVIEW

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

## JURISDICTION

Please note that if your rent is controlled or subsidized by any other governmental agency, your unit is not covered by the Rent Adjustment Ordinance and the Oakland Rent Adjustment Program does not have jurisdiction over your claim. O.M.C. § 8.22.030 (A)(1).

## FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq*.). For more

information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases or you can refer to the Guide on Oakland Rental Housing Law at https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

CITY OF OAKLAND
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www.oaklandca.gov/RAP

For Rent Adjustment Program date stamp.

**CASE NUMBER L -** _____

# TENANT RESPONSE TO OWNER PETITION FOR CERTIFICATE OF EXEMPTION

**Please fill out this form as completely as you can.** *Use this form to respond to the Property Owner Petition for Certificate of Exemption filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to petition the Rent Adjustment Program ("RAP") for a determination that a dwelling unit meets the criteria for permanent exemption from the Ordinance. If the Owner Petition is granted, RAP will issue a Certificate of Exemption, which is an official determination that the rental unit is not subject to regulation by the Ordinance/RAP. A hearing will be scheduled to determine whether the certificate should be granted. By completing this response and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last page of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.*** *To make an appointment email RAP@oaklandca.gov.*

## Tenant Rental Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

_____ _____
Your First Name Last Name

Mailing Address (if different from above): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

Type of unit (*check one*):
- ❑ Single family home
- ❑ Condominium
- ❑ Apartment, room, or live-work

Number of units on the property: _____

Are you current on your rent? ❑ Yes ❑ No*

If not current, explain why: _____

(**Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.*)

Case number(s) of any relevant prior Rent Adjustment case(s): _____

**Tenant Representative:** *(Check one)* ❑ No Representative ❑ Attorney ❑ Non-Attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

# RESPONSE TO PROPERTY OWNER PETITION

**You may use the chart below to respond to the grounds for exemption alleged in the Owner Petition.** *For your convenience, a list of common defenses to each ground for exemption is provided below. You may check any that you believe apply, or provide your own response under "Other" or in the "Additional Response" section below. Note that the property owner has the burden of proving the exemption, so failing to check a box does not mean that the issue cannot later be raised at the hearing. You may attach and submit any documentation supporting your position together with this form.*

*For more information on exemptions, see the Rent Adjustment Ordinance, Oakland Municipal Code (O.M.C.) section 8.22.030, the corresponding Regulations. A copy of the Ordinance and Regulations is available here: www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance.*

| GROUNDS | DESCRIPTION | TENANT RESPONSE |
|---|---|---|
| **New Construction** | *The unit was newly constructed and a certificate of occupancy was issued for the unit on or after January 1, 1983. Only applies to units that were entirely newly constructed or created from a space that was formerly entirely non-residential.* | ❑ The unit was created from space that was previously used for residential purposes (regardless of whether space technically considered commercial, warehouse, unpermitted/"illegal," etc.).<br>❑ The unit is in a live-work space where the work portion was converted into a separate living space.<br>❑ The unit was created from space that was previously a common area.<br>❑ The unit replaced a covered unit that was withdrawn from the rental market pursuant to the Ellis Act.<br>❑ Other (*provide explanation*): _____ |
| **Single-Family or Condominium (Costa Hawkins)** | *The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Cal. Civil Code 1954.50 et seq.).* | ❑ There is more than one unit or structure on the property where the single-family home is located.<br>❑ I have resided at the property since before January 1, 1995.<br>❑ The owner rents out individual rooms to separate tenants.<br>❑ Other (*provide explanation*): _____ |

**Additional Response:** _____

## TENANT VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Tenant Response is true and that all of the documents attached to the Response are true copies of the originals.*

Tenant 1 Signature _____ Date _____

Tenant 2 Signature _____ Date _____

## REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (*see if box is checked on the Property Owner Petition form under "Documentation in Excess of 25 pages"*). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

❑ **I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.**

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF RESPONSE-*

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

❑ **TENANT RESPONSE TO PROPERTY OWNER PETITION FOR CERTIFICATE OF EXEMPTION** plus _____ attached pages *(number of pages attached to Response not counting the Response form or PROOF OF SERVICE)*

❑ Other: _____

by the following means *(check one)*:

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

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR RESPONSE

## TIME TO FILE YOUR RESPONSE

Your Tenant Response form must be received by the Rent Adjustment Program within 35 days after the Owner Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

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

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing.[1] You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

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

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

## SERVICE ON PROPERTY OWNER

You are required to serve a copy of your Tenant Response form (plus any attachments) on the property owner or the property owner's representative and submit a PROOF OF SERVICE form together with your Response.

(1) Serve a copy of your Response on the owner by mail or personal delivery.
(2) Complete a PROOF OF SERVICE form (*included in this response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
(3) Provide the owner with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
(4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

Note: Your Response will not be considered complete until a PROOF OF SERVICE form has been filed indicating that the owner has been served.

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

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

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 3 of the Response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER RESPONSE IS FILED

In most cases, RAP will schedule a hearing to determine whether the Property Owner's Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing may only be postponed for good cause.

## FILE/DOCUMENT REVIEW

If the property owner submitted more than 25 pages of attachments in support of their Petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition form under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box on your response to request that the owner provide you with copies.

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

## FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq*.). You can also refer to the Guide on Oakland Rental Housing Law at https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf or contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

| | | |
|---|---|---|
| CITY OF OAKLAND | **CITY OF OAKLAND**<br>**RENT ADJUSTMENT PROGRAM**<br>250 Frank H. Ogawa Plaza, Suite 5313<br>Oakland, CA 94612-0243<br>(510) 238-3721<br>CA Relay Service 711<br>www.oaklandca.gov/RAP | For Rent Adjustment Program date stamp.<br><br>**CASE NUMBER L -** _____ |

# TENANT RESPONSE TO OWNER PETITION TO EXTEND TIME OF TENANT VACANCY TO COMPLETE REPAIRS

**Please fill out this form as completely as you can.** *Use this form to respond to the Property Owner Petition to Extend Time for Tenant Vacancy to Complete Repairs filed by the property owner of your rental unit. Normally, if you are required to vacate your rental unit because the unit needs substantial repairs, you should not be required to vacate for a period of longer than three months. If the repairs require more than three months to complete, the owner must petition the Rent Adjustment Program ("RAP") for an extension of time. A hearing will be scheduled to determine whether the Owner Petition should be granted. You may, but are not required to, submit a formal Tenant Response in advance of the hearing. Otherwise, you may oppose the Owner Petition at the hearing itself. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.*** *To make an appointment email RAP@oaklandca.gov.*

## Tenant Rental Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

_____ _____
Your First Name Last Name

Current Mailing Address (*if different from above*):_____

Primary Telephone: _____ Other Telephone: _____ Email: _____

Type of unit (*check one*):
- ❑ Single family home
- ❑ Condominium
- ❑ Apartment, room, or live-work

Number of units on the property: _____

Are you current on your rent? ❑ Yes ❑ No*

If not current, explain why: _____

(**Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.*)

Case number(s) of any relevant prior Rent Adjustment case(s): _____

## Tenant Representative: *(Check one)* ❑ No Representative ❑ Attorney ❑ Non-Attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

# RESPONSE TO PROPERTY OWNER PETITION

**You may use the space below to explain why you should not be required to vacate your unit for a period of longer than three months.** *Check all that apply. Use the "Additional Response" section to provide further explanation. You may attach any documentary evidence supporting your position (including photographs) and submit it together with your Response form.*

- ☐ I do not believe that some or all of the repairs are necessary.
- ☐ I believe that the repairs can be completed while the unit is occupied (I should not be required to vacate).
- ☐ The repairs were unnecessarily delayed and/or should not take longer than three months to complete.
- ☐ The owner is not acting in good faith.
- ☐ Extending the time period will cause me financial hardship.
- ☐ Other (*explain below*).

**Additional Response:**

## TENANT VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Response is true and that all of the documents attached to the Response are true copies of the originals.*

Tenant 1 Signature _____ Date _____

Tenant 2 Signature _____ Date _____

## REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (*see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"*). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

❑ **I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.**

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Tenant Signature _____ Date _____

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF RESPONSE-*

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (AND/OR ANY DOCUMENTARY EVIDENCE FILED) ON THE PROPERTY OWNER PRIOR TO FILING WITH RAP.**

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

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

❑ **TENANT RESPONSE TO OWNER PETITION TO EXTEND TIME OF TENANT VACANCY TO COMPLETE REPAIRS** plus _____ attached pages *(number of pages attached to Response not counting the Response form or PROOF OF SERVICE)*

❑ Other: _____

by the following means *(check one)*:

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

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR RESPONSE

## TIME TO FILE YOUR RESPONSE

You may submit your Response at any time up to and including the date of the hearing, or you may opt to not file a formal Response and simply present your position at the scheduled hearing. However, if you wish to submit any documentary evidence (such as pictures), you must do so at least five days prior to the hearing and serve the owner with a copy.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

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

## SERVICE ON PROPERTY OWNER

If you choose to file a formal Response and/or submit documentary evidence, you are required to serve the property owner or the property owner's representative with a copy. You must submit a PROOF OF SERVICE form with RAP together with any documents you file.

(1) Serve a copy of your Response (and/or any documentary evidence) on the owner by mail or personal delivery.
(2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on the RAP website*) indicating the date and manner of service and the person(s) served.
(3) Provide the owner with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
(4) File a completed copy of the PROOF OF SERVICE form together with your Response (and/or other documents) when submitting to RAP.

Note: Your Response will not be considered complete until a PROOF OF SERVICE form has been filed indicating that the owner has been served.

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit evidence in support of your Response up to five days before your hearing. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

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

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

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 3 of the Response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER RESPONSE IS FILED

RAP will schedule a hearing to determine whether the Property Owner Petition should be granted. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing may only be postponed for good cause. Be sure to notify RAP if your mailing address changes at any time.

## FILE/DOCUMENT REVIEW

If the property owner submitted more than 25 pages of attachments in support of their Petition, the owner may have opted to not serve you with a copy of all the attachments (*see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"*). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box in your Response form to request that the owner provide you with copies.

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

## FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq*.). For more information on temporary vacancies to complete repairs, see the Just Cause for Eviction Ordinance at O.M.C. § 8.22.360 (A)(10) and the corresponding Regulations. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

| | | |
|---|---|---|
| CITY OF OAKLAND | **CITY OF OAKLAND**<br>**RENT ADJUSTMENT PROGRAM**<br>250 Frank H. Ogawa Plaza, Suite 5313<br>Oakland, CA 94612-0243<br>(510) 238-3721<br>CA Relay Service 711<br>www.oaklandca.gov/RAP | For Rent Adjustment Program date stamp.<br><br>**CASE NUMBER L -** _____ |

# TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE

**Please fill out this form as completely as you can.** *Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact RAP with questions. Additional information is also available on the RAP website.* ***CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.*** *To make an appointment email RAP@oaklandca.gov.*

## Tenant Rental Information

_____ _____ _____ Oakland, CA _____
Street Number Street Name Unit Number Zip Code

_____ _____
Your First Name Last Name

Mailing Address (if different from above): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

Type of unit (*check one*):
- ❑ Single family home
- ❑ Condominium
- ❑ Apartment, room, or live-work

Number of units on the property: _____

Are you current on your rent? ❑ Yes ❑ No*

If not current, explain why: _____

(**Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.*)

Case number(s) of any relevant prior Rent Adjustment case(s): _____

**Tenant Representative:** *(Check one)* ❑ No Representative ❑ Attorney ❑ Non-Attorney

_____ _____ _____
First Name Last Name Firm/Organization (*if any*)

Mailing Address: _____

Phone Number: _____ Email: _____

## RENT HISTORY

Move-in Date: _____ Initial Rent at Move-In: $_____ Current Rent: $_____

When did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?

- ❑ I first received the RAP Notice on (*date*): _____
- ❑ I was never provided with the RAP Notice
- ❑ I do not remember if I ever received the RAP Notice

**List all rent increases you have received for this unit in the past five years. Enter all information requested.**

| **Date received rent increase notice:** | **Date rent increase went into effect:** | **Amount of increase:** | | **Received RAP Notice with notice of rent increase?** | |
|---|---|---|---|---|---|
| (mm/dd/yy) | (mm/dd/yy) | FROM | TO | YES | NO |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |
| | | $ | $ | ❑ | ❑ |

# RESPONSE TO PROPERTY OWNER PETITION

**Use the space below to respond to the rent increase requested in the Owner Petition.**

- *To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.*
- *You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page.* ***Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.***

*Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.*

## GENERAL RESPONSE(S)

- ❑ **I wish to generally contest the requested rent increase.**
- ❑ The requested increase would cause my rent to increase by more than 30% in the last five years.
- ❑ I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (*Attach copy of inspection report.)*
- ❑ I believe the property owner is not entitled to the proposed rent increase because: _____

_____

_____

_____

_____

## SPECIFIC RESPONSES

*(Optional)*

*NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.*

| Justification | Tenant Response |
|---|---|
| **Capital Improvements** | ❑ The claimed improvements do not meet the legal or factual requirements for "Capital Improvements" as set forth in Appendix A of the Rent Adjustment Program Regulations.<br>❑ The claimed improvements were not completed by the date the Property Owner Petition was filed or were completed more than 24 months prior to the date the Petition was filed.<br>❑ Property owner did not obtain finaled permit(s) for work that required permit(s).<br>❑ The claimed improvements were not primarily a benefit to the tenants.<br>❑ Other (*provide explanation*): _____ |
| **Uninsured Repair Costs** | ❑ Property owner received insurance reimbursement for claimed costs.<br>❑ The need for some or all of the repairs was not caused by a natural disaster.<br>❑ Other (*provide explanation*): _____ |
| **Increased Housing Service Costs** | ❑ The claimed expenses do not meet the legal or factual requirements for "Housing Service Costs" as set forth in Appendix A of the Rent Adjustment Program Regulations.<br>❑ Property owner did not include all rental income or all expenses as required.<br>❑ Other (*provide explanation*): _____ |
| **Fair Return** | ❑ Property owner did not provide adequate information or documentation on gross income or gross expenses as required.<br>❑ Other (*provide explanation*): _____ |
| **Banking** | ❑ I have received an annual CPI increase each year since I moved in.<br>❑ I have not received an annual CPI increase every year (just some years) but I think the proposed banking increase is too high.<br>❑ I moved into the current unit more than 10 years ago. My rent amount 11 years ago was $_____/month.<br>❑ Other (*provide explanation*): _____ |
| **Additional Occupant(s)** | ❑ The additional occupant(s) is/are a one-for-one replacement of former tenant(s) (total number of tenants does not exceed the base occupancy level).<br>❑ The additional occupant(s) is/are family member(s) and/or caretaker/attendant(s) of an existing tenant. *(See O.M.C. § 8.22.020.)*<br>❑ The person does not permanently reside in the unit.<br>❑ Other (*provide explanation*): _____ |

## TENANT VERIFICATION
*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Response is true and that all of the documents attached to the Response are true copies of the originals.*

Tenant 1 Signature _____ Date _____

Tenant 2 Signature _____ Date _____

## REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (*see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"*). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box below to request that the owner provide you with copies.

❑ **I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.**

## CONSENT TO ELECTRONIC SERVICE
*(Highly Recommended)*

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

❑ **I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

## MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Tenant Signature _____ Date _____

## INTERPRETATION SERVICES

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

❑ **I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- ❑ Spanish (Español)
- ❑ Cantonese (廣東話)
- ❑ Mandarin (普通话)
- ❑ Other: _____

*-END OF RESPONSE-*

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

For Rent Adjustment Program date stamp.

# PROOF OF SERVICE

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

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

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

- ❑ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus _____ attached pages *(number of pages attached to Response not counting the Response form or PROOF OF SERVICE)*
- ❑ Other: _____

by the following means *(check one)*:

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

**PERSON(S) SERVED:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |

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

PRINTED NAME

SIGNATURE

DATE SIGNED

# IMPORTANT INFORMATION
# REGARDING FILING YOUR RESPONSE

## TIME TO FILE YOUR RESPONSE

Your Tenant Response form must be received by the Rent Adjustment Program within 35 days after the Owner Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

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

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing.[1] You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

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

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

## SERVICE ON PROPERTY OWNER

You are required to serve a copy of your Tenant Response form (plus any attachments) on the property owner or the property owner's representative and submit a PROOF OF SERVICE form together with your Response.

(1) Serve a copy of your Response on the owner by mail or personal delivery.
(2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
(3) Provide the owner with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
(4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

Note: Your Response will not be considered complete until a PROOF OF SERVICE form has been filed indicating that the owner has been served.

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

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

**Via email:** hearingsunit@oaklandca.gov

**Mail to:** City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

**File online:** https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program

**In person:** TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
*Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.*

## AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the Response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

## AFTER RESPONSE IS FILED

In most cases, RAP will schedule a hearing to determine whether the Property Owner's Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

## FILE/DOCUMENT REVIEW

If the property owner submitted more than 25 pages of attachments in support of their Petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition form under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email RAP@oaklandca.gov), or you may check the box on your Response to request that the owner provide you with copies.

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

## FOR MORE INFORMATION

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

## SUMMARY OF JUSTIFICATIONS FOR RENT INCREASES ABOVE THE CPI

**Capital Improvements**

Allows pass-through of portion of costs for qualified capital improvements to units benefitting from improvements over amortization period based on expected life of improvement and not to exceed 6.1% of tenant's rent in starting year.[2] Calculation for building-wide improvements must factor in total number of units, even if vacant or owner/manager-occupied. Not counted as part of base rent for calculating next increases. Pass-through drops off at end of amortization period.

**Uninsured Repair Costs**

Costs for work done to secure compliance with any state or local law to repair damage resulting from, fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.

**Increased Housing Service Costs**

Compares two (2) years' net operating costs to determine if increase rate exceeds current year's CPI. Calculation must include all rental income and all operating expenses (no one expense can be singled out). Replaces CPI increase for current year; applies to all units. Limited by maximum allowable rent increase.

**Fair Return on Investment**

Requires evidence to show that without the requested rent increase owner is being denied a fair return on investment in the subject property. Requires analysis and proof of gross income (e.g., total of gross rents lawfully collectible from a property at 100% occupancy, plus any other consideration received or receivable) and gross costs (e.g., property taxes, housing service costs, and the amortized cost of capital improvements) on subject property in the current year and base year. Cannot be combined with any other justification for increase. Replaces CPI increase for current year; applies to all units.

**Banking**

Banking refers to deferred allowable annual rent increases. Any unclaimed CPI increase, or partial increase, may be carried over to a future year's increase ("banked"). A banked increase, including the current CPI, is capped at no more than three times (3X) the CPI on the date that increase takes effect, or 6.1% of the current rent, whichever is lower. Any banking left over may be carried over to another year. Banking cannot be given more than ten years after it accrues, and will expire. Banking can be combined with other rent increase justifications as long as the cap is not exceeded. If challenged, evidence of the rental history of the subject unit is required. A petition is not required to give a banked increase unless owner wishes to combine banking with other type(s) of justification.

**Additional Occupant(s)**

Allows up to a 5% increase for each additional occupant above the base occupancy level. An additional occupant who is the spouse, registered domestic partner, parent, grandparent, child, adopted child, foster child, or grandchild of an existing tenant, or the legal guardian of an existing tenant's child or grandchild who resides in the unit, or a caretaker/attendant as required for a reasonable accommodation for an occupant with a disability, does not qualify as an "additional occupant" for purposes of imposing a rent increase.

[2] Note that this percentage changes every year based on the State of California's maximum allowable rent increase per year.

# CHRONOLOGICAL CASE REPORT

Case No.: T19-0344

Case Name: Stephenson v. Ramirez

Property Address: 545 Valle Vista Avenue, Unit 2, Oakland, CA

Parties: Connie Stephenson (Tenant)
Phil Ramirez (Owner)
Lisa Ramirez-Ivy (Owner)

**TENANT APPEAL**:

| Activity | Date |
|---|---|
| Tenant Petition filed | July 5, 2019 |
| Owner Response filed | October 17, 2019 |
| Dismissal mailed | January 22, 2020 |
| 1st Tenant Appeal filed | February 11, 2020 |
| Order Mailed | February 24, 2020 |
| Hearing Decision mailed | March 11, 2021 |
| Tenant 2nd Appeal filed | March 25, 2021 |

T19-0344 KM | MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 JUL -5 PM 1:36

CITY OF OAKLAND

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

# TENANT PETITION

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

**Please print legibly**

| Your Name | Rental Address (with zip code) | Telephone: |
|---|---|---|
| Connie Jo Stephenson | 545 Valle Vista Avenue, #2<br>Oakland, CA 94610 | E-mail: |
| Your Representative's Name | Mailing Address (with zip code) | Telephone: |
| | | Email: |
| Property Owner(s) name(s)<br>Ofelia Ramirez | Mailing Address (with zip code)<br>16 Via Alondro Court<br>Alamo, CA 94507 | Telephone:<br>Email: |
| Property Manager or Management Co. (if applicable) | Mailing Address (with zip code) | Telephone:<br>Email: |

Number of units on the property: 4

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

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

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

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



T/T Petition

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

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

Date you moved into the Unit: April 1, 1994 Initial Rent: $ $650.00 /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: September, 2017. If never provided, enter "Never."

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

**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 From | To | Are you Contesting this Increase in this Petition?* | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|---|---|---|---|---|---|
| February 1, 2018 | March 1, 2018 | $ 1,020.00 | $ 1073.00 | ☒ Yes ☐ No | ☒ Yes ☐ No |
| June 24, 2019 | August 1, 2019 | $ 1073.00 | $ 1,136.00 | ☒ Yes ☐ No | ☒ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |

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

Have you ever filed a petition for this rental unit?

- ☒ Yes
- ☐ No

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

T17-0510, T15-0543, T14-0045

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

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

| | | |
|---|---|---|
| Are you being charged for services originally paid by the owner? | ☐ Yes | ☒ No |
| Have you lost services originally provided by the owner or have the conditions changed? | ☒ Yes | ☐ No |
| Are you claiming any serious problem(s) with the condition of your rental unit? | ☒ Yes | ☐ No |

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

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

**Please attach documentary evidence if available.**

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

## IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature

July 5, 2019
Date

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

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

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

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

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

_____ _____

Tenant's Signature Date

## VI. IMPORTANT INFORMATION:

**Time to File**

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

**File Review**

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

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

____ Printed form provided by the owner
____ Pamphlet distributed by the Rent Adjustment Program
____ Legal services or community organization
____ Sign on bus or bus shelter
____ Rent Adjustment Program web site
xx Other (describe): I used to work for a tenants rights lawyer

# Attachment to Petition

## I. Grounds for Petition

(a) The CPI was calculated incorrectly:

(1) Landlord increased rent in March, 2018 from $1,020.00 to $1,073.00, or $53.00, which is 5.2 percent. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.4 percent increase which means the rent should only have been raised by $34.00 per month from $1,020.00 to $1,054.00.

(2) Landlord is attempting to increase the rent another 6% from $1,073.00 to $1,136.00 per month. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.5% increase which means the rent can only be increased by $37.00 from $1,073.00 to $1,110.00 per month.

(b) The increase is unjustified: The landlord has performed no maintenance or upkeep with regard to the premises. There have been no upgrades or even repairs performed.

(h) Building code violations: The bathroom in the unit is cracked and the ceiling is sagging. I have requested repairs but nothing has been done.

(i) Fewer housing services: Landlord cancelled on site collection from Oakland Scavenger. Garbage no longer gets picked up unless tenants hump it themselves.

**PROOF OF SERVICE**
**Case Number T19-0344**

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

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

**Documents Included**
Notice of Settlement Conference and Hearing

**Owner**
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

**Tenant**
Connie Jo Stephenson
545 Valle Vista Avenue Unit 2
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 23, 2019** in Oakland, CA.

Deborah Griffin

Oakland Rent Adjustment Program

**PROOF OF SERVICE**
**Case Number T19-0344**

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

**Owner**
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

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 **September 23, 2019** in Oakland, CA.

Deborah Griffin

Oakland Rent Adjustment Program

RECEIVED

CITY OF OAKLAND

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

For date stamp.
OCT 17 2019
RENT ADJUSTMENT PROGRAM
OAKLAND

**PROPERTY OWNER RESPONSE**

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

**CASE NUMBER T 19-0344**

| Your Name | Complete Address (with zip code) | Telephone: [redacted] |
|---|---|---|
| Ofelia Ramirez | 16 Via Alondra Ct. Alamo, CA 94507 | Email: [redacted] |
| Your Representative's Name (if any) | Complete Address (with zip code) | [redacted] |
| Lisa Ivy | 2566 Holly View Ct Martinez, CA 94553 | [redacted] |
| Tenant(s) Name(s) | Complete Address (with zip code) | |
| ConnieJo Stephenson | 545 Valle Vista Ave unit 2 Oakland, CA 94610 | |
| Property Address (If the property has more than one address, list all addresses) | | Total number of units on property 4 |

Have you paid for your Oakland Business License? Yes ☒ No ☐ Lic. Number: 0005872
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: 4/11/1961

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

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



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

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

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

| Date of Contested Increase | Banking (deferred annual increases ) | Increased Housing Service Costs | Capital Improvements | Uninsured Repair Costs | Debt Service | Fair Return |
|---|---|---|---|---|---|---|
| 2-1-18 | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 6-24-19 | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

**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 1996.

The tenant's initial rent including all services provided was: $ 725.00 / month.

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

If yes, on what date was the Notice first given? Feb. 1, 2019

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

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

| Date Notice Given (mo./day/year) | Date Increase Effective | Rent Increased From | Rent Increased To | Did you provide the "RAP NOTICE" with the notice of rent increase? |
|---|---|---|---|---|
| Feb. 1, 2018 | March 1, 2018 | $ 1,020.00 | $ 1,073.00 | ☒ Yes ☐ No |
| June 24, 2019 | August 1, 2019 | $ 1,073.00 | $ 1,136.00 | ☒ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ 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.**

Julia Ramirez
**Property Owner's Signature**

10/10/19
**Date**

**IMPORTANT INFORMATION:**

**Time to File**

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

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

**File Review**

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

**Mediation Program**

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

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

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

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

_____ _____

Property Owner's Signature Date

Ofelia Ramirez,
Philip Ramirez, Lisa Ivy
16 Via Alondra Court
Alamo, CA 94507

October 13, 2012

City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243

RE: Connie Jo Stephenson

Dear City of Oakland, Rent Adjustment Program,

This letter is to verify that the tenant listed above have resided in the rental unit located at 545 Valle Vista Ave. #2, Oakland, CA 94610, Connie Jo Stephenson, since, March 1, 1996 . All amounts due are current and paid in full as of the date of this letter. Payments have almost always been received on time.

Originally Ms. Stephenson rented unit with former friend Stuart White. She's had many roommates since Mr. White moved out and has created her own landlord contract with "her" tenants, stating she's the landlord. We've submitted a copy of original contract from her former tenant Gene Lewis. Since Mr. Lewis has moved out she continues to sublet without permission, which is stated in our lease contract. Ms. Stephenson only signs leases that she rewrites and refuses to sign any other documents presented to her.

Ms. Stephenson's, and all tenants rent had not been increased for many years due to family member who had been managing while elderly and ill. We've been trying to improve property and banking CPI according to Oaklands Rent Adjustment Program since 2015. Ms. Stephenson is the only one in the two properties we manage that continues to resist any increase or even allowing us to enter her apartment. We have never received a formal or verbal request to repair anything in her unit. We would gladly oblige. We've also had complaints about her smoking in the building from other tenants. We sent all tenants in the building a no smoking inside premise notice. All tenants returned signed except Ms. Stephenson. I feel her rent hasn't increased at a rapid pace , from 1996 at $725.00 to current at $1073.00. Also considering her roommate pays three quarters of the rent and he's not resisting increase. Operational expenses have increased exponentially in 23.5 years with an increase of $411.00 ($17.49 annually).

The issue with the garbage being taken down by tenants is due to onsight cost. The tenants that take cans to curb have generously offered with a reduction to their rent. Ms. Stephenson wasn't informed about our arrangement.

On July 21, 2019, we sent Ms. Stephenson an email addressing her issues with CPI Banking and bathroom repairs. She hasn't responded.

Sincerely,

Lisa Ivy
lisaivy6@sbcglobal.net
925-595-4252

© 2019 ezLandlordForms - Ofelia Ramirez/Lisa Ivy

T 19-0384

Corey

Lisa Ivy, Ofelia Ramirez, Philip Ramirez
16 Via Alondra Ct.
Alamo, CA 94507

# ADDENDA TO CURRENT LEASE

Ofelia Ramirez

Connie Jo Stephenson, Gary Taylor
545 Valle Vista Ave #2
Oakland, CA 94610

September 15, 2018

To all tenants at
545 Valle Vista Ave.
Oakland, CA 94610,

Recently we've had complaints of smoking in the building, which has created problems for some tenants, headaches and unpleasant smell in hallways. We've decided to create a smoke free multi-family unit for many reasons, mainly health, safety and increase in property insurance. (There will be exterior areas available for smoking addressed in addendum). We've been very lenient regarding this issue, having complaints in the past but not addressing them. The building has been non smoking according to Rent Adjustment Program notice enclosed with all leases. Whether they've been signed or not they are valid according to Oakland's Rent Board.

Any persons who violate prohibited smoking areas will be fined, lose security deposit (cleaning units with smoke is difficult and costly), and potentially evicted.

Enclosed is an addendum to your lease regarding smoking in all units at 545 Valle Vista Ave., Oakland, CA 94610 along with proper documents in compliance with Oakland's City Ordinance 8.30.050 - 8.30.110. All tenants will receive this addendum.

Thank You,

Lisa Ivy

---

Sincerely,

Lisa Ivy, Ofelia Ramirez, Philip Ramirez

© 2018 ezLandlordForms - Lisa Ivy, Ofelia Ramirez, Philip Ramirez

Copy

# SMOKE FREE ADDENDUM TO RENTAL AGREEMENT / LEASE

THIS AGREEMENT made and entered into between: Ofelia Ramirez, Philip Ramirez and Lisa Ivy, **"Owner/Agent"**

and Connie Jo stephenson and Gary Taylor, **"Resident"** who

Rents the premises from Owner/Agent located at:

545 Valle Vista Avenue, **Unit#** *(if applicable)* 2

*(Street Address)*

Oakland, CA 94610

*(City)* *(Zip)*

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which is incorporated into the Lease.

**1. Purpose of Addendum:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

**2. Smoke-Free Premises:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Should Landlord authorize smoking on the premises, the designated areas to do so, are indicated below.

**Select one:**

○ Smoking is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

☒ Smoking is prohibited on the entire property **except** the following designated areas:

In the back yard and terrace or 25 feet from front of building.

**3. Tenant to Promote No-Smoking Policy:** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating or drifting into the Tenant's unit from sources outside of the Tenant's apartment unit.

**4. Owner/Agent Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex/property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**5. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Landlord and Resident agree that the other Tenants at the complex are the third-party beneficiaries this Addendum. Therefore, Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

**6. Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

**7. Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

**8. Effect on Current Tenants:** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

The undersigned Resident(s) acknowledges having read and understood the foregoing, and receipt of an original copy.

| | |
|---|---|
| ***Resident*** | ***Date*** |
| ***Resident*** | ***Date*** |
| ***Owner/Agent*** | ***Date*** 9-15-18 |

Copy

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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

## TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or (IS NOT) permitted in Unit 545 unit #2, 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 back yard and terrace 25 ft from front of Building

I received a copy of this notice on 9.15.18 (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.
Baûn Thoâng Baùo quyeàn lôïi cuûa ngöôøi thueâ trong Oakland naøy cuõng coù baèng tieáng Vieät. Ñeå coù moät baûn sao, xin goïi (510) 238-3721.

545 #2
Sent 9/15/13

AMERICAN LUNG ASSOCIATION.
IN CALIFORNIA

# Sample House Rules for No Smoking Provisions

## HOUSE RULES --- No Smoking ADDENDUM

As per the City of Oakland's Municipal Code (OMC 8.30 Smoking Pollution Control) for apartments and condominiums:

a. Smoking is not allowed in all common indoor areas, including hallways, lobbies, stairways, laundry room, elevators, etc.

b. Smoking is not allowed in all common outdoor areas, including 25 feet from any indoor or outdoor area where smoking is prohibited, walkways, children's play areas, recreational areas, etc.

If smoking is allowed in your unit, please keep exterior doors and windows closed when smoking to minimize the smoke from migrating into the common areas and neighboring units.

Complaints about tobacco smoke migrating/seeping into common areas and/or other tenants' units should be made to the manager/owner promptly. Complaints should be as specific as possible and include the date, approximate time, location, source, and how it is entering the unit.

Management will respond to drifting smoke complaints within 10 working days.

---

For more information,
visit the **Bay Area Smoke-Free Housing** website at
**www.casmokefreehousing.org** or call us at (510 638-5864.

**Bay Area Smoke-Free Housing is a program of the American Lung Association in California**
*This material was made possible by funds received from the Tobacco Tax Health Protection Act of 1988--Proposition 99, Under Grant Number 05-45858 with the California Department of Public Health, Tobacco Control Program*

The full text of the Oakland ordinance is posted on City's website:

Go to: http://library.municode.com/HTML/16308/level2/T8_C8.30.html For quit smoking and secondhand smoke info, contact the American Lung Association, 1-800-LUNG-USA, www.lungusa.org

CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

# DISMISSAL

**CASE NUMBER:** **T19-0344 Stephenson v. Ramirez**

**PROPERTY ADDRESS:** **545 Valle Vista Avenue, Unit 2, Oakland, CA**

**PARTIES:** **Connie Stephenson, Tenant**
**Ofelia Ramirez, Owner**

**DATE OF HEARING:** **January 21, 2020**

## SUMMARY OF DECISION

The tenant's petition is dismissed.

## INTRODUCTION

The tenant filed a petition on July 5, 2019, contesting rent increases and alleging decreased housing services. A Notice of Settlement Conference and Hearing was sent with a proof of service on October 17, 2019, and has not been returned to the Rent Adjustment Program. The tenant was properly notified of the Hearing but failed to appear. Therefore, the petition is dismissed.

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: January 21, 2020

**MAIMOONA SAHI AHMAD**
Hearing Officer
Rent Adjustment Program

**PROOF OF SERVICE**
**Case Number T19-0344**

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

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

**Documents Included**
Dismissal

**Owner**
Ofelia Ramirez
16 Via Alondra Court
Alamo, CA 94507

**Owner Representative**
Lisa Ivy
2566 Holly View Court
Martinez, CA 94553

**Tenant**
Connie Jo Stephenson
545 Valle Vista Avenue Unit 2
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 22, 2020** in Oakland, CA.

Raven Smith

Oakland Rent Adjustment Program

CITY OF OAKLAND

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

Housing and Community Development
Department Rent Adjustment Program

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

# ORDER

**Case Number:** **T19-0344 Stephenson v. Ramirez**

**Property Address:** **545 Valle Vista Avenue, Unit 2, Oakland, CA**

Tenant Connie Stephenson filed a petition on July 5, 2019, contesting rent increases and alleging decreased housing services. The Hearing was originally scheduled for January 21, 2020.

The tenant failed to appear for the hearing on January 21, 2020. The Hearing Officer dismissed the tenant petition due to the tenant's non-appearance. The tenant filed an appeal on February 11, 2020, claiming that she did not receive notice of the hearing. She only became aware of the hearing after the Hearing Decision was issued.

**GOOD CAUSE APPEARING, IT IS HEREBY ORDERED** that the Dismissal in this case be set aside. A new Hearing is hereby scheduled as follows:

**DATE:** **June 8, 2020**
**TIME:** **10:00 A.M.**
**PLACE:** **250 Frank H. Ogawa Plaza, 5th floor**
**Oakland, CA 94612**

Dated: February 22, 2020

**Maimoona Sahi Ahmad**
Hearing Officer
Rent Adjustment Program

**PROOF OF SERVICE**
**Case Number T19-0344**

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

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

**Documents Included**
Order

**Owner**
Ofelia Ramirez
16 Via Alondra Court
Alamo, CA 94507

**Owner Representative**
Lisa Ivy
2566 Holly View Court
Martinez, CA 94553

**Tenant**
Connie Jo Stephenson
545 Valle Vista Avenue Unit 2
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 24, 2020** in Oakland, CA.

Raven Smith
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.

**APPEAL**

| **Appellant's Name**<br>Connie Jo Stephenson | ☐ **Owner** ☑ **Tenant** |
|---|---|
| **Property Address (Include Unit Number)**<br>545 Valle Vista Avenue, Apartment #2<br>Oakand, California 94610 | |
| **Appellant's Mailing Address (For receipt of notices)**<br>545 Valle Vista Avenue, Apartment #2<br>Oakland, California 94610 | **Case Number**<br>T19-0344<br>**Date of Decision appealed**<br>January 23, 2020 |
| **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:* 4.

---

• **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 January 29, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

| | |
|---|---|
| **Name** | Ofelia Ramirez |
| **Address** | 16 Via Alonddro Court |
| **City, State Zip** | Alamo, California 94507 |
| | |
| **Name** | Lisa Ivy |
| **Address** | 2566 Holly View Court |
| **City, State Zip** | Martinez, California 94553 |

| | |
|---|---|
| Connie J. St. Clair | FEBRUARY 5, 2020 ~~04/20/2020~~ |
| **SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE** | **DATE** |



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

**Attachment to Appeal**

I was denied sufficient opportunity to present my claim because I was NOT properly notified of the Settlement Conference and Hearing so therefore I was not present for the conference. The first paragraph of the Dismissal indicated that a "Notice of Settlement Conference and Hearing was sent with a Proof of Service on October 17, 2019." I did NOT receive any such notice.

I have attached a copy of the ONLY Notice of Settlement Conference and Hearing I received from your office as Exhibit "A." The Proof of Service for that Notice is dated September 23, 2019. As you can see, the Notice indicates the hearing was scheduled for **January 1, 1900.** When I received the weird Notice, I called your office immediately to let you know I couldn't attend the hearing because obviously, I haven't been born yet. The person I spoke with told me it was a mistake and to disregard it. She said another Notice would be sent to me. I never did receive another Notice of Hearing. I called several times but could not get through so I left voice messages. In mid-October, 2019, I finally got a call from the analyst assigned to my case. He told me the cases were backlogged and that I would be notified as soon as the hearing on my Petition was scheduled. I kept waiting and waiting to get a Notice of Hearing but the next notice I received from your office was the Notice of Dismissal! I was never notified that the hearing was scheduled for January 21, 2020 so I never got to present my evidence or state my case. If I had been notified, **I WOULD HAVE BEEN THERE!** I have been waiting and waiting to get your Notice of Hearing, instead I get a Notice Dismissal.

If, given the opportunity, I would present evidence that clearly indicates the rent increase proposed by my landlord is more than allowed by the CPI for my past two rent increases. In December 2017, my rent was increased by 5% from $969 to $1,020. The Oakland Rent Board allowed that increase. Then in February 2018, my rent was increased by $53.00/mo. from $1,020 to $1,073 – another 5% increase, an amount not allowed by the CPI. The Oakland Rent Board only allowed for a 3.4% increase for 2018, so the rent increase should only have been $35.00 instead of $53.00. My monthly rent, if properly increased by the amount allowed by the CPI, would have only been $1,055 per month for the 2018 year.

Then, in 2019, my landlord attempted to increase my rent by $63.00 per month, from $1,073.00 to $1,136.00, another 5%, which is also not allowed by the CPI. In 2018, the increase allowed by the CPI is 3.5%. I calculated 3.5% of $1,055 (the amount my rent SHOULD have been), which is $37.00, making any rent increase to no more $1,092 per month. I would also present evidence that my landlord has decreased services by $100.00 per month while trying to increase my rent.

Please don't let them price me out of my home. I work hard and these rent increases are way more than my wage increases. I have been waiting and waiting and waiting patiently for my case to be considered by your office. My landlord is attempting to increase my rent by more than is allowed by law and I deserve to be heard. I hereby respectfully request that the Dismissal of my Petition be vacated and a hearing be rescheduled as soon as possible. Thank you for your consideration.

I swear the above is true and correct. Connie Jo Stephenson.

CITY OF OAKLAND

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

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

# NOTICE OF SETTLEMENT CONFERENCE AND HEARING

File Name: Stephenson v. Ramirez
Property Address: 545 Valle Vista Avenue Oakland, CA
Case Number: T19-0344

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter. The Settlement Conference in your case will begin on:

Date: January 1, 1900
Time:
Place: 250 Frank H. Ogawa Plaza, Ste. #5313 , Oakland, CA 94612

If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

**Order to Produce Evidence**
All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

**Request to Change Date**
A request for a change in the date or time of Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the form. A continuance will be granted only for good cause.

**Hearing Record**
The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If the settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

**Inspections**
During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer or mutually agreed upon by the parties present at the Hearing. No testimony will be taken at the inspection.

**Representatives**
Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

**Interpreter**
The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters on request providing the request is made at least 7 days in advance of the scheduled Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant foreign language and they will fully and to the best of their ability interpret the proceedings.

**Failure to Appear for Hearing**
If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing, or conduct the Hearing and render a decision without the respondent's participation.

**Accessibility**
This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, please email sshannon@oaklandnet.com or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

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

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

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

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

**PROOF OF SERVICE**
**Case Number T19-0344**

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

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

**Documents Included**
Notice of Settlement Conference and Hearing

**Owner**
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

**Tenant**
Connie Jo Stephenson
545 Valle Vista Avenue Unit 2
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 23, 2019** in Oakland, CA.

Deborah Griffin

Oakland Rent Adjustment Program

Ofelia Ramirez,
Philip Ramirez, Lisa Ivy
16 Via Alondra Court
Alamo, CA 94507

October 13, 2012

City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243

RE: Connie Jo Stephenson

Dear City of Oakland, Rent Adjustment Program,

This letter is to verify that the tenant listed above have resided in the rental unit located at 545 Valle Vista Ave. #2, Oakland, CA 94610, Connie Jo Stephenson, since, March 1, 1996 . All amounts due are current and paid in full as of the date of this letter. Payments have almost always been received on time.

Originally Ms. Stephenson rented unit with former friend Stuart White. She's had many roommates since Mr. White moved out and has created her own landlord contract with "her" tenants, stating she's the landlord. We've submitted a copy of original contract from her former tenant Gene Lewis. Since Mr. Lewis has moved out she continues to sublet without permission, which is stated in our lease contract. Ms. Stephenson only signs leases that she rewrites and refuses to sign any other documents presented to her.

Ms. Stephenson's, and all tenants rent had not been increased for many years due to family member who had been managing while elderly and ill. We've been trying to improve property and banking CPI according to Oaklands Rent Adjustment Program since 2015. Ms. Stephenson is the only one in the two properties we manage that continues to resist any increase or even allowing us to enter her apartment. We have never received a formal or verbal request to repair anything in her unit. We would gladly oblige. We've also had complaints about her smoking in the building from other tenants. We sent all tenants in the building a no smoking inside premise notice. All tenants returned signed except Ms. Stephenson. I feel her rent hasn't increased at a rapid pace , from 1996 at $725.00 to current at $1073.00. Also considering her roommate pays three quarters of the rent and he's not resisting increase. Operational expenses have increased exponentially in 23.5 years with an increase of $411.00 ($17.49 annually).

The issue with the garbage being taken down by tenants is due to onsight cost. The tenants that take cans to curb have generously offered with a reduction to their rent. Ms. Stephenson wasn't informed about our arrangement.

On July 21, 2019, we sent Ms. Stephenson an email addressing her issues with CPI Banking and bathroom repairs. She hasn't responded.

Sincerely,

Lisa Ivy
lisaivy6@sbcglobal.net
925-595-4252

© 2019 ezLandlordForms - Ofelia Ramirez/Lisa Ivy

From: Lisa Ramirez-Ivy [redacted]
Subject: Rent Increase
Date: Jul 21, 2019 at 2:31:37 PM
To: connie [redacted]
Bcc: Lisa Ramirez-Ivy [redacted]

Lisa Ivy
Ofelia Ramirez
16 Via Alondra Court
Alamo, CA 94507

July 21, 2019

Connie Jo Stephenson
545 Valle Vista Avenue, #2
Oakland, CA 94610

Dear Connie Jo,

I've received your letter regarding rent increase and would like to address the issue. The increase is based on CPI Banking, a deferred annual Increase up to 10 years. We are allowed 3 year increments calculated on the base rent only, excluding any capital improvements. The banking limit cannot exceed 3 times the current year's CPI. My calculations were incorrect for March, 2018, we increased rent 5.1% and it should have been 6.9%, which I never corrected and left alone. The current increase allowed for 2019 is 3.5% and should not exceed 10.5% according to CPI calculator. I've attached CPI calculations for both years, hoping it appears clearer for you.

I would also like to address your bathroom issues, we have no problem in repairing the unit. We've never received requests on these issues concerning the unit verbally or formally. Please contact Phil Ramirez at 925-487-9445, to

schedule a time to review repairs.

Concerns regarding Waste Management pick up: We've never cancelled service, but site service have increased exponentially as well as operational expenses. Our tenants have generously offered to take cans to curb when Phil cannot.

I've attached CPI calculations, Banking instructions and Waste Management invoices.

Thank You,

Lisa Ivy

Tap to Download
545_Ap...ns .pdf
7.6 MB

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

7/1/2019

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | Rent Increase | Rent |
|---|---|---|
| 8/2011 | | $1,073.00 |
| | | 1,089.00 |
| 8/2012 | 3.0% of 1,073.00 = 18.24 | 1,091.00 |
| | 1,089.00 = 32.67 | 1,122.00 |
| 8/2013 | 2.1% of 1,091.00 = 22.92 | 1,114.00 |
| | 1,122.00 = 55.54 | 1,178.00 |
| 8/2014 | 1.9% of 1,114.00 = 22.28 | 1,136.00 |
| | 1,178.00 = 22.38 | 1,200.00 |

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

2/1/2018

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | | Rent Increase | Rent |
|---|---|---|---|
| 4/2008 | | | $1,020.00 |
| | Actual CPI | | |
| 4/2009 | (3.2%) | 1.7% of 1,020.00 = 17.34 | 1,037.00 |
| | | 32.64 | 1,053.00 |
| 4/2010 | (0.7%) | 1.7% of 1,037.00 = 17.63 | 1,055.00 |
| | | 1,053.00 = 7.37 | 1,060.00 |
| 4/2011 | (2.7%) | 1.7% of 1,054.00 = 17.93 | 1,073.00 |
| | | 1,060.00 = 28.62 | 1,089.00 |

According to the Oakland CPI Rent Board calculator theres a difference of $16.00 per month for increase for 3/1/18.

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

7/1/2019

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | Rent Increase | Rent |
|---|---|---|
| 8/2011 | | $1,073.00 |
| 8/2012 | 3.0% of 1,073.00 = 18.24 | 1,091.00 |
| 8/2013 | 2.1% of 1,091.00 = 22.92 | 1,114.00 |
| 8/2014 | 1.9% of 1,114.00 = 22.28 | 1,136.00 |

## INSTRUCTIONS FOR USE OF BANKING CALCULATOR

**"Banking" (Deferred Annual Increases)**
The Banking Calculator is an Excel worksheet designed to calculate what a tenant's current rent would be if the tenant had received an allowable annual CPI increase every year. The Excel Banking Calculator will tell you what amount of unclaimed increases (Banking) can be given as a rent increase in the current year, based upon the Banking available for that tenant AND the current year's Banking limit (3x the current year's CPI).

CPI (based on Banking) increases are calculated on the base rent only, excluding any capital improvement pass-throughs.

**Using the Excel Banking Calculator**
The Banking Calculator is available at the Rent Adjustment website, under "Landlord Resources/Quick Links/Banking Calculator at: http://oaklandnet/home/Government/o/hcd/s/LandlordResources/index.htm
Below are instructions for completing the calculator in Excel. A hard copy form is attached for reference.

1. At the top of the page, under CALCULATION OF DEFERRED CPI INCREASES (BANKING) are the cells where you enter the information the calculator will use to determine your Banking. **You must fill in cells D9, D10, D11 and D14.**
   - **D9 – Initial move-in date.** The date tenant first paid rent for the unit.
   - **D10 – Effective date of increase.** The date your proposed increase will take effect.
   - **D11 – Current rent (before increase).** This is the **current base rent** before the increase. Exclude any capital improvements pass-throughs.
   - **D12 – Prior cap. imp. pass-through.** If the tenant is currently paying a prior capital improvement pass-through, enter it here. It will be excluded in the banking calculation.
   - **D13 - Date calculation begins.** The calculator should fill in this date for you. It will be the same date as **D9, OR** will be the date that is **11 years before the effective date of increase** if the initial move-in date was longer than 11 years ago.
   - **D14 – Base rent when calc. begins.** Enter the rent amount that was in effect on the date in **D13**. This will be the **original rent** (rent at move-in) **OR** will be the rent paid 11 years before the date of increase, whichever is more recent.

2. If the planned increase includes justifications other than Banking (such as capital improvements) put an X in the box as directed by the arrow at the far right side of the page. The calculator will automatically suspend the current year's CPI increase if the justification is one that replaces the current year's CPI.

3. After you have filled in the cells as described above, the columns in the ANNUAL INCREASES TABLE will fill in automatically with the CPI rent increases that would have been allowed at each anniversary date of the tenancy and what the rent ceiling would have been each year.

4. Below, under CALCULATION OF LIMIT ON INCREASE, you will find the results of the calculation, showing the **Banking available this year (E35)** and the sum of **Banking this year + base rent (E36)**. If your increase includes a **Prior year's capital improvements recovery (pass-through)**, enter that amount in cell **E37.** Finally, the sum of **E36** and **E37** will give you the **Rent ceiling w/o other new increases** in cell **E38**, the amount you can give based on Banking.

5. If you are doing your **Banking calculation manually,** refer to the attached **Allowable Annual Rent Increase** list. Use a hand calculator to add up the CPI rates for each year starting with the tenant's 1 year anniversary, or compound each year's allowable increase amount based on that year's CPI.
   **REMEMBER: You cannot claim Banked amounts that are not available to you, and your Banked increase in a single year cannot exceed the Banking limit cap, i.e., 3x the current year's CPI.**

WASTE MANAGEMENT

# INVOICE

Att #
517
7-5-19



**Customer ID:** [redacted]
Customer Name: OFELIA RAMIRE
Service Period: JUL-AUG-SEP SERVIC
Invoice Date: 07/01/201
Invoice Number: 2488971-2216-

| How To Contact Us | Your Payment Is Due | Your Total Due |
|---|---|---|
| Visit **wm.com**<br>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup<br>Customer Service:<br>**(510) 613-8710** | **Due Upon Receipt**<br>Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of $5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details. | **$598.56**<br>See Reverse for Important Messages |

| Previous Balance | + | Payments | + | Adjustments | + | Current Charges | = | Total Due |
|---|---|---|---|---|---|---|---|---|
| 566.04 | | (566.04) | | 0.00 | | 598.56 | | **598.56** |

**Details for Service Location:**
**Ramirez, Ofelia, 545 Valle Vista Ave, Oakland CA 94610-1952**

**Customer ID: 9-63726-95003**

| Description | Date | Ticket | Quantity | Amount |
|---|---|---|---|---|
| 32 Gallon toter per unit | 07/01/19 | | 4.00 | 417.12 |
| 64 Gallon cart service - organics | 07/01/19 | | 1.00 | 0.00 |
| Monthly recycle per unit | 07/01/19 | | 4.00 | 181.44 |
| **Total Current Charges** | | | | **598.56** |

Q -

[illegible] with payment [illegible]

WASTE MANAGEMENT

# INVOICE

Pd. #
429
4-5-19



**Customer ID:** [redacted]
Customer Name: OFELIA RAMIRE
Service Period: APR-MAY-JUN SERVIC
Invoice Date: 04/01/201
Invoice Number: 2358595-2216-

| How To Contact Us | Your Payment Is Due | Your Total Due |
|---|---|---|
| Visit **wm.com**<br>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup<br>Customer Service:<br>**(510) 613-8710** | **Due Upon Receipt**<br>Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of $5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details. | **$566.04**<br>See Reverse for Important Messages |

| Previous Balance | + | Payments | + | Adjustments | + | Current Charges | = | Total Due |
|---|---|---|---|---|---|---|---|---|
| 566.04 | | (566.04) | | 0.00 | | 566.04 | | **566.04** |

**Details for Service Location:**
**Ramirez, Ofelia, 545 Valle Vista Ave, Oakland CA 94610-1952**

**Customer ID: 9-63726-95003**

| Description | Date | Ticket | Quantity | Amount |
|---|---|---|---|---|
| 32 Gallon toter per unit | 04/01/19 | | 4.00 | 394.44 |
| 64 Gallon cart service - organics | 04/01/19 | | 1.00 | 0.00 |
| Monthly recycle per unit | 04/01/19 | | 4.00 | 171.60 |
| **Total Current Charges** | | | | **566.04** |

✂ ---------- Please detach and send the lower portion with payment - - - (no cash or staples) ----------

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

Valle Vista Ave. 94610

- Smoking (circle one) IS or IS NOT permitted in Unit #2545, 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 Back Yard.

I received a copy of this notice on 7-21-19 _____
(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.

Revised 2/10/17

saivy6

- Renew/File/Link ccount
- Pay for Balance Due
- Update Account
- Submit New pplication
- View/Print My cuments
- Update Profile
- Sign Out

Report a Problem

## Linked Accounts

| Account # | Business Name | Address | Expire Date | Balance Due | |
|---|---|---|---|---|---|
| 00055870 | RAMIREZ OFELIA TR | 621 VALLE VISTA AVE OAKLAND, CA 94610-1944 | 12/31/2019 | $0.00 | Renew/File \| Update Close \| Remove |
| 00055873 | RAMIREZ OFELIA TR | 545 VALLE VISTA AVE OAKLAND, CA 94610-1952 | 12/31/2019 | $0.00 | Renew/File \| Update Close \| Remove |

Powered by Hdl

Select Language



**For Assistance**
Email: btwebsupport@oaklandca.g
Phone: (510) 238-3704

**City of Oakland**
250 Frank H Ogawa Plaza, Suite 1
Oakland, CA 94612

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

9:30 AM-4:00 PM Wednesdays.

March 1, 1995 – June 30, 2002: 3% per year

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

Banking
Increased housing service costs
Capital improvements
Uninsured repair costs
Fair return

## Banking

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

## Increased housing service costs

Housing service costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit. These costs are also known as "operating expenses".

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any single expense.

Expenses considered include:

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

September 23, 2019

**Owner**
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

The Rent Adjustment Program received the petition(s) attached to this letter on July 5, 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. T19-0344.**
**The case title and file name is Stephenson v. Ramirez.**
**The analyst assigned to your case is at .**

**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.

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 completedand 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 rentincrease 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 T19-0344**

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

**Owner**
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

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 **September 23, 2019** in Oakland, CA.

Deborah Griffin

Oakland Rent Adjustment Program

CITY OF OAKLAND

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

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

# NOTICE OF SETTLEMENT CONFERENCE AND HEARING

File Name: Stephenson v. Ramirez
Property Address: 545 Valle Vista Avenue Oakland, CA
Case Number: T19-0344

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter. The Settlement Conference in your case will begin on:

Date: January 1, 1900
Time:
Place: 250 Frank H. Ogawa Plaza, Ste. #5313 , Oakland, CA 94612

If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

**Order to Produce Evidence**
All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

**Request to Change Date**
A request for a change in the date or time of Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the form. A continuance will be granted only for good cause.

**Hearing Record**
The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If the settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

**Inspections**
During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer or mutually agreed upon by the parties present at the Hearing. No testimony will be taken at the inspection.

**Representatives**
Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

**Interpreter**
The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters on request providing the request is made at least 7 days in advance of the scheduled Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant foreign language and they will fully and to the best of their ability interpret the proceedings.

**Failure to Appear for Hearing**
If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing, or conduct the Hearing and render a decision without the respondent's participation.

**Accessibility**
This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, please email sshannon@oaklandnet.com or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

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

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

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

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

**PROOF OF SERVICE**
**Case Number T19-0344**

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

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

**Documents Included**
Notice of Settlement Conference and Hearing

**Owner**
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

**Tenant**
Connie Jo Stephenson
545 Valle Vista Avenue Unit 2
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 23, 2019** in Oakland, CA.

Deborah Griffin

Oakland Rent Adjustment Program

*Connie Jo Stephenson*
*545 Valle Vista Avenue, #2*
*Oakland, California 94610*
[redacted]

July 5, 2019

Lisa Ivy
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

Dear Lisa and Ofelia,

I have received your notice of rent increase. In March, 2018, you increased my rent from $1,020.00 per month to $1,073.00. That was a 5% increase even though the Oakland Rent Adjustment Ordinance only allowed for a 3.4% increase. Now you are attempting to raise the rent another 6% from $1,073.00 to $1,136.00, which is not allowed. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.5% increase which means the most you can raise my rent is $37.00.

I am enclosing a copy of the allowance increase for 2019. I have filed a Petition with Oakland Rent Adjustment Board. You will receive notice of the hearing date.

Very truly yours,

Connie Jo Stephenson

enc:cjs

cc: Oakland Rent Adjustment Board

| CITY OF OAKLAND<br>**CITY OF OAKLAND**<br>**RENT ADJUSTMENT PROGRAM**<br>P.O. Box 70243<br>Oakland, CA 94612-0243<br>(510) 238-3721 | For date stamp.<br><br>**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 | Rental Address (with zip code) | Telephone: [redacted] |
|---|---|---|
| Connie Jo Stephenson | 545 Valle Vista Avenue, #2<br>Oakland, CA 94610 | E-mail: [redacted] |
| Your Representative's Name | Mailing Address (with zip code) | Telephone:<br>Email: |
| Property Owner(s) name(s)<br>Ofelia Ramirez | Mailing Address (with zip code)<br>16 Via Alondro Court<br>Alamo, CA 94507 | Telephone: [redacted]<br>Email: [redacted] |
| Property Manager or Management Co. (if applicable) | Mailing Address (with zip code) | Telephone:<br>Email: |

Number of units on the property: 4.

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

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

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

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

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

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

Date you moved into the Unit: April 1, 1994 Initial Rent: $ $650.00 /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: September, 2017. If never provided, enter "Never."

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

**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 From | To | Are you Contesting this Increase in this Petition?* | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|---|---|---|---|---|---|
| February 1, 2018 | March 1, 2018 | $ 1,020.00 | $ 1073.00 | X Yes ☐ No | ☒ Yes ☐ No |
| June 24, 2019 | August 1, 2019 | $ 1073.00 | $ 1,136.00 | ☒ Yes ☐ No | ☒ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |

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

Have you ever filed a petition for this rental unit?

- ☑ Yes
- ☐ No

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

T17-0510, T15-0543, T14-0045

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

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

| | | |
|---|---|---|
| Are you being charged for services originally paid by the owner? | ☐ Yes | ☒ No |
| Have you lost services originally provided by the owner or have the conditions changed? | ☒ Yes | ☐ No |
| Are you claiming any serious problem(s) with the condition of your rental unit? | ☒ Yes | ☐ No |

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

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

**Please attach documentary evidence if available.**

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

## IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature

July 5, 2019
Date

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

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

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

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

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

_____ _____

Tenant's Signature Date

## VI. IMPORTANT INFORMATION:

**Time to File**

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

**File Review**

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

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

____ Printed form provided by the owner
____ Pamphlet distributed by the Rent Adjustment Program
____ Legal services or community organization
____ Sign on bus or bus shelter
____ Rent Adjustment Program web site
xx Other (describe): I used to work for a tenants rights lawyer



000147

# Learn More About CPI & Allowable Rent Increases

## Consumer Price Index (CPI) Increases

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

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

**July 1, 2019: 3.5%**
July 1, 2018: 3.4%
July 1, 2017: 2.3%
July 1, 2016: 2.0%
July 1, 2015: 1.7%
July 1, 2014: 1.9%
July 1, 2013: 2.1%
July 1, 2012: 3.0%
July 1, 2011: 2.0%
July 1, 2010: 2.7%
July 1, 2009: 0.7%

# Attachment to Petition

I. Grounds for Petition

(a) The CPI was calculated incorrectly:

(1) Landlord increased rent in March, 2018 from $1,020.00 to $1,073.00, or $53.00, which is 5.2 percent. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.4 percent increase which means the rent should only have been raised by $34.00 per month from $1,020.00 to $1,054.00.

(2) Landlord is attempting to increase the rent another 6% from $1,073.00 to $1,136.00 per month. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.5% increase which means the rent can only be increased by $37.00 from $1,073.00 to $1,110.00 per month.

(b) The increase is unjustified: The landlord has performed no maintenance or upkeep with regard to the premises. There have been no upgrades or even repairs performed.

(h) Building code violations: The bathroom in the unit is cracked and the ceiling is sagging. I have requested repairs but nothing has been done.

(i) Fewer housing services: Landlord cancelled on site collection from Oakland Scavenger. Garbage no longer gets picked up unless tenants hump it themselves.

T19-0344 KM | MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 JUL -5 PM 1:36

CITY OF OAKLAND

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

For date stamp

# 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<br>Connie Jo Stephenson | Rental Address (with zip code)<br>545 Valle Vista Avenue, #2<br>Oakland, CA 94610 | Telephone:<br>[redacted]<br>E-mail:<br>[redacted] |
| Your Representative's Name | Mailing Address (with zip code) | Telephone:<br>Email: |
| Property Owner(s) name(s)<br>Ofelia Ramirez | Mailing Address (with zip code)<br>16 Via Alondro Court<br>Alamo, CA 94507 | Telephone:<br>[redacted]<br>Email:<br>[redacted] |
| Property Manager or Management Co. (if applicable) | Mailing Address (with zip code) | Telephone:<br>Email: |

Number of units on the property: 4.

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

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

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

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

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

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

Date you moved into the Unit: April 1, 1994 Initial Rent: $ $650.00 /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: September, 2017. If never provided, enter "Never."

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

**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 From | To | Are you Contesting this Increase in this Petition?* | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|---|---|---|---|---|---|
| February 1, 2018 | March 1, 2018 | $ 1,020.00 | $ 1073.00 | X Yes ☐ No | X Yes ☐ No |
| June 24, 2019 | August 1, 2019 | $ 1073.00 | $ 1,136.00 | X Yes ☐ No | X Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |
| | | $ | $ | ☐ Yes ☐ No | ☐ Yes ☐ No |



000151

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

Have you ever filed a petition for this rental unit?

- ☒ Yes
- ☐ No

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

T17-0510, T15-0543, T14-0045

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

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

| | | |
|---|---|---|
| Are you being charged for services originally paid by the owner? | ☐ Yes | ☒ No |
| Have you lost services originally provided by the owner or have the conditions changed? | ☒ Yes | ☐ No |
| Are you claiming any serious problem(s) with the condition of your rental unit? | ☒ Yes | ☐ No |

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

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

**Please attach documentary evidence if available.**

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

## IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature

July 5, 2019
Date

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

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

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

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

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

_____ _____

Tenant's Signature Date

## VI. IMPORTANT INFORMATION:

**Time to File**

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

**File Review**

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

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

____ Printed form provided by the owner
____ Pamphlet distributed by the Rent Adjustment Program
____ Legal services or community organization
____ Sign on bus or bus shelter
____ Rent Adjustment Program web site
xx Other (describe): I used to work for a tenants rights lawyer



000153

# Attachment to Petition

## I. Grounds for Petition

(a) The CPI was calculated incorrectly:

(1) Landlord increased rent in March, 2018 from $1,020.00 to $1,073.00, or $53.00, which is 5.2 percent. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.4 percent increase which means the rent should only have been raised by $34.00 per month from $1,020.00 to $1,054.00.

(2) Landlord is attempting to increase the rent another 6% from $1,073.00 to $1,136.00 per month. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.5% increase which means the rent can only be increased by $37.00 from $1,073.00 to $1,110.00 per month.

(b) The increase is unjustified: The landlord has performed no maintenance or upkeep with regard to the premises. There have been no upgrades or even repairs performed.

(h) Building code violations: The bathroom in the unit is cracked and the ceiling is sagging. I have requested repairs but nothing has been done.

(i) Fewer housing services: Landlord cancelled on site collection from Oakland Scavenger. Garbage no longer gets picked up unless tenants hump it themselves.

# Rental Agreement
# 545 Valle Vista, #2
# Oakland, California 94610

1. **Parties:** This Agreement is made and entered into by and between GENE LEWIS, hereinafter "Tenant" and **Connie Jo Stephenson**, hereinafter "Landlord."

2. Premises: Subject to the terms and conditions set forth below, Landlord rents to Tenant and Tenant rents from landlord, for residential purposes only, the back bedroom in the premises known as **545 Valle Vista, #2; Oakland, California 94610**.

3. **Terms:** The terms of the rental shall begin on JAN 4, 2013 and shall continue on a month to month basis, the tenancy terminable by either Landlord or Tenant by giving **30 (thirty) days written notice** to the other.

4. **Rent:** Upon signing this Agreement, Tenant shall pay to Landlord the sum of $ 625.00, representing the period from JAN 4, 2013 through JAN 30, 2013 Thereafter, Tenant shall pay to Landlord a monthly rent of **$ 675.00 (Six Hundred Seventy Five Dollars)**, payable on or before the 1st (First) day of each and every month until this rental `Agreement is terminated.

5. **Deposit:** Upon signing this Agreement, Tenant shall pay to Landlord a security deposit of **$ 675.00 (Six Hundred Seventy Five Dollars)**. Tenant may not apply this security deposit to rent or to any other sum due under this

Agreement. Within 2 (two) weeks after Tenant has lawfully vacated the premises, Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by the Landlord. Landlord may withhold only that portion of Tenant's security deposit necessary (a) to remedy any default or unpaid rent incurred by Tenant; (b) to repair damages to the premises exclusive of ordinary wear and tear; and/or, (c) to clean the premises if necessary. If the room is found in acceptable condition, the entire deposit will be returned on the day of departure.

6. **Late Fees:** If Tenant fails to pay rent to Landlord in full within 5 (five) days after it is due (the 5th [fifth] of each and every month), Tenant shall pay Landlord a late fee of **$ 25.00** plus **$10.00** for each additional day that the rent continues to be unpaid. The total late fee for any given month shall not exceed **$ 55.00** by this provision, however Landlord retains the right to issue Tenant a 30 day written Notice to Vacate in the event the late fee should reach **$ 55.00**. Landlord does not waive the right to insist upon payment of the rent in full on the day it is due.

7. **Returned Check Charges**: In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds or a closed or non-existent account, Tenant shall pay to Landlord a returned check charge in the amount of **$ 25.00**.

8. **Utilities:** Landlord shall pay in full the following utilities: (a) Pacific Gas & Electric (power and gas); (b) East Bay Mud (water bill); (c) Oakland Scavenger (garbage); and, (d) Direct TV (cable). Tenant may order his/her own telephone line as well as internet wireless or high speed access. Landlord

13. **Access for Inspection and Emergency:** Tenant agrees that Landlord may enter the premises in the event of an emergency, or to make repairs of improvements, supply agreed services, or exhibit the premises to prospective purchasers or tenants. Except in the case of an emergency, Landlord shall give Tenant reasonable notice of intent to enter. In order to facilitate Landlord's right of access, Tenant shall not alter or re-key any locks to the premises. Tenant also agrees to notify Landlord if (s)he installs any burglar alarm system including instructions on how to disarm it.

14. **Quiet Enjoyment:** Tenant shall be entitled to quiet enjoyment of the premises. Tenant shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy disturb, inconvenience or interfere with the quiet enjoyment of any other tenant or nearby resident. Tenant is entitled to use the kitchen, bathroom, back yard, garden and laundry room and all materials and appliances therein (e.g. refrigerator, stove, oven, washer, dryer, microwave, toaster oven, etc.) in a responsible considerate manner. Tenant will leave common areas in the same condition as they were found (e.g. dishes, flatware and pots used for cooking and eating should be washed, etc.).

Dated: DEC. 28, 2012

Connie Jo Stephenson
Connie Jo Stephenson
Landlord

Dated: 12-28-12

Tenant

Received the sum of $ 1,300.00 on 12/28/2012, 2008

# RESIDENTIAL LEASE AGREEMENT

**This agreement, dated October 30, 2017, is between Lisa Ivy, Ofelia Ramirez and Philip Ramirez and Connie Jo Stephenson.**

**1. LANDLORD:**

The Landlord(s) and/or agent(s) is/are:

| | |
|---|---|
| Lisa Ivy | (Agent) |
| Ofelia Ramirez | (Owner) |
| Philip Ramirez | (Agent) |

All who are listed above may sign as the landlord or as an authorized representative on behalf of the owner of the Leased Premises and will be collectively referred to in this Lease Agreement as "Landlord."

**2. TENANT:**

The Tenant(s) is/are:
Connie Jo Stephenson
and will be referred to in this Lease Agreement as "Tenant."

**3. RENTAL PROPERTY:**

The Landlord agrees to rent to the Tenant the property located at 545 Valle Vista Ave #2, Oakland, CA, 94610, which will be referred to in this Lease as the "Leased Premises."

**4. TERM OF LEASE AGREEMENT:**

A. The Lease Agreement will begin on January 1, 2018 and continue on a month to month basis until such time that proper notice is given.
B.

**5. USE & OCCUPANCY OF PROPERTY:**

A. The only person(s) living in the Leased Premises is/are: Connie Jo Stephenson
B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
C. The Tenant will use the Leased Premises only as a residence.

**6. RENT:**

A. The amount of the Rent is $1,073.00 to be paid monthly.
B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
D. Rental payments are made payable to: Ofelia Ramirez
E. Rental payments paid by Certified Check, Personal Check, Money Order, and/or Cash shall be delivered to the Landlord at: Ofelia Ramirez, 16 Via Alondra Ct., Alamo, CA 94507

**7. FUNDS COLLECTED ON OR BEFORE LEASE SIGNING:**

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

| | |
|---|---|
| First Month's Rent | $1,073.00 |
| **TOTAL DUE** | **$1,073.00** |

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.

**14. CONDITION OF PROPERTY:**

A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

**15. PETS:**

The following pets are allowed: There will be a fee paid by tenant for any damages due to pets

**16. RULES AND REGULATIONS:**

A. Late fees are strictly enforced and any unpaid fees will not be waived.
B. Absolutely no smoking is permitted in the Leased Premises.
C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
D. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
E. The Tenant shall abide by all Federal, State, and Local laws.
F. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
G. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
H. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
I. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
J. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
K. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
L. Under no circumstance may a stove, oven or range be used as a source for heat.
M. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
N. The Tenant shall use ventilating fans at all times when bathing and cooking.
O. The Tenant shall notify Landlord of any pest control problems.
P. The Tenant must notify Landlord of any changes in employment.
Q. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.

**17. ADDENDA:**

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

A. Pet Addendum

**18. INSURANCE:**

Although not required, Tenant is encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits.

**19. SECURITY NOT PROMISED:**

The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

**28. MISREPRESENTATION:**

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

**29. BINDING OF HEIRS AND ASSIGNS:**

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

**30. SEVERABILITY:**

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

**31. GOVERNING LAW:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

**32. ADDITIONAL CLAUSES:**

A. Megan's Law 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.

B. Waiver of Notice: The Tenant waives the right to receive a Notice of Default from the Landlord unless such notice is required by state or local regulations.

   I. You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.

C. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.

**33. PARAGRAPH HEADINGS:**

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

**34. ENTIRE AGREEMENT:**

A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.

B. Tenant acknowledges the receipt of any disclosures required by the State of California as well as any disclosures required by federal, state, and local jurisdictions.

**NOTICE**: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

# PET ADDENDUM

Landlord: Lisa Ivy, Ofelia Ramirez, Philip Ramirez
Tenant: Connie Jo Stephenson
Lease Premises: 545 Valle Vista Ave #2, Oakland, CA 94610

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the leased premises.

Type of Pet: _____ Name: _____ Breed: _____

Weight / Size: _____ Age: _____ Other: _____

All dogs and cats must wear vaccination tags attached to a collar that is worn at all times. The Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian. It must include the animal's name, description, age, date and type of vaccination. The Tenant must renew all pet registrations annually, and provide a copy of the registration to the Landlord.

Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. The Tenant cannot maintain exotic animals or livestock in the rental home, grounds or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Landlord's withdrawal of permission, after which the Tenant will have to remove the pet(s) from the premises immediately. Pet owners must ensure the proper disposal of a deceased animal according to California and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts.

The Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. Security and/or pet deposits are only refunded after the property has been vacated and examined by the management.

Service Animals are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with California local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord's Signature: _____ Date: _____

© 2017 ezLandlordForms.com

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

11/1/2017

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | Rent Increase | Rent |
|---|---|---|
| 4/2008 | | $1,020.00 |
| 4/2009 | 1.7% of 1,020.00 = 17.34 | 1,037.00 |
| 4/2010 | 1.7% of 1,037.00 = 17.63 | 1,055.00 |
| 4/2011 | 1.7% of 1,054.00 = 17.93 | 1,073.00 |

Connie Jo Stephenson
545 Valle Vista Ave. #
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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 X 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 #2 345 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 backYard.

I received a copy of this notice on [redacted] 10·27·17 _____
(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.

Revised 2/10/17

- July 1, 2008: 3.2%
- July 1, 2007: 3.3%
- May 1, 2006: 3.3%
- May 1, 2005: 1.9%
- May 1, 2004: 0.7%
- May 1, 2003: 3.6%
- July 1, 2002: 0.6%
- March 1, 1995 – June 30, 2002: 3% per year

## Increased housing service costs

Housing Service Costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit and also known as "operating expenses". The most recent two years of operating expenses are compared to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. If the increase is challenged by a tenant before the RAP,, evidence is required to prove each of the claimed expenses.

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. You may not isolate any single expense.

## Uninsured repair costs

Uninsured repair costs are casualty losses that are not reimbursed to the property owner. Casualty losses are related to damage from fire, earthquake, or other disasters. These costs must be associated with repairs to meet state or local laws. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

## Capital improvements

Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement amortized over its useful life. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

## Fair return

A property owner may submit evidence to show that without the requested rent increase he or she is being denied a fair return on the investment. A property owner must show that the return on the investment is less than the return for an investment of similar risk. At minimum, the property owner is required to provide three things.1) proof of the amount of investment 2)evidence of the return

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

2/1/2018

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | | Rent Increase | Rent |
|---|---|---|---|
| 4/2008 | | | $1,020.00 |
| | Actual CPI | | |
| 4/2009 | (3.2%) | 1.7% of 1,020.00 = 17.34 | 1,037.00 |
| | | (32.64) | (1,053.00) |
| 4/2010 | (0.7%) | 1.7% of 1,037.00 = 17.63 | 1,055.00 |
| | | (1,053.00) = (7.37) | (1,060.00) |
| 4/2011 | (2.7%) | 1.7% of 1,054.00 = 17.93 | 1,073.00 |
| | | (1,060.00) = (28.62) | (1,089.00) |

According to the Oakland CPI Rent Board calculator theres a difference of $16.00 per month.

# INSTRUCTIONS FOR USE OF BANKING CALCULATOR

**"Banking" (Deferred Annual Increases)**
The Banking Calculator is an Excel worksheet designed to calculate what a tenant's current rent would be if the tenant had received an allowable annual CPI increase every year. The Excel Banking Calculator will tell you what amount of unclaimed increases (Banking) can be given as a rent increase in the current year, based upon the Banking available for that tenant AND the current year's Banking limit (3x the current year's CPI).

CPI (based on Banking) increases are calculated on the base rent only, excluding any capital improvement pass-throughs.

**Using the Excel Banking Calculator**
The Banking Calculator is available at the Rent Adjustment website, under "Landlord Resources/Quick Links/Banking Calculator at: http://oaklandnet/home/Government/o/hcd/s/LandlordResources/index.htm
Below are instructions for completing the calculator in Excel. A hard copy form is attached for reference.

1. At the top of the page, under CALCULATION OF DEFERRED CPI INCREASES (BANKING) are the cells where you enter the information the calculator will use to determine your Banking. **You must fill in cells D9, D10, D11 and D14.**
   - **D9 – Initial move-in date.** The date tenant first paid rent for the unit.
   - **D10 – Effective date of increase.** The date your proposed increase will take effect.
   - **D11 – Current rent (before increase).** This is the **current base rent** before the increase. Exclude any capital improvements pass-throughs.
   - **D12 – Prior cap. imp. pass-through.** If the tenant is currently paying a prior capital improvement pass-through, enter it here. It will be excluded in the banking calculation.
   - **D13 - Date calculation begins.** The calculator should fill in this date for you. It will be the same date as **D9, OR** will be the date that is **11 years before the effective date of increase** if the initial move-in date was longer than 11 years ago.
   - **D14 – Base rent when calc. begins.** Enter the rent amount that was in effect on the date in **D13**. This will be the **original rent** (rent at move-in) **OR** will be the rent paid 11 years before the date of increase, whichever is more recent.

2. If the planned increase includes justifications other than Banking (such as capital improvements) put an X in the box as directed by the arrow at the far right side of the page. The calculator will automatically suspend the current year's CPI increase if the justification is one that replaces the current year's CPI.

3. After you have filled in the cells as described above, the columns in the ANNUAL INCREASES TABLE will fill in automatically with the CPI rent increases that would have been allowed at each anniversary date of the tenancy and what the rent ceiling would have been each year.

4. Below, under CALCULATION OF LIMIT ON INCREASE, you will find the results of the calculation, showing the **Banking available this year (E35)** and the sum of **Banking this year + base rent (E36)**. If your increase includes a **Prior year's capital improvements recovery (pass-through)**, enter that amount in cell **E37.** Finally, the sum of **E36** and **E37** will give you the **Rent ceiling w/o other new increases** in cell **E38**, the amount you can give based on Banking.

5. If you are doing your **Banking calculation manually,** refer to the attached **Allowable Annual Rent Increase** list. Use a hand calculator to add up the CPI rates for each year starting with the tenant's 1 year anniversary, or compound each year's allowable increase amount based on that year's CPI.
   **REMEMBER: You cannot claim Banked amounts that are not available to you, and your Banked increase in a single year cannot exceed the Banking limit cap, i.e., 3x the current year's CPI.**

# 2015-2016

**For Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016**

## ALAMEDA COUNTY
## SECURED PROPERTY TAX STATEMENT

**Donald R. White, Treasurer and Tax Collector**
1221 Oak Street
Oakland, California 94612-4285

| Parcel Number | Tracer Number | Tax-Rate Area | Special Handling |
|---|---|---|---|
| 10-827-32 | 02608100 | 17-001 | |

Location of Property
545 VALLE VISTA AVE, OAKLAND
Assessed to on January 1, 2015
RAMIREZ OFELIA TR

RAMIREZ OFELIA TR
16 VIA ALONDRA
ALAMO CA 94507-1434

**Tax-Rate Breakdown**

| Taxing Agency | Tax Rate | Tax Amount |
|---|---|---|
| COUNTYWIDE TAX | 1.0000% | 940.46 |
| VOTER APPROVED DEBT SERVICE : | | |
| CITY OF OAKLAND 1 | .1651% | 155.26 |
| SCHOOL UNIFIED | .1539% | 144.74 |
| SCHOOL COMM COLL | .0337% | 31.69 |
| BAY AREA RAPID TRANSIT | .0026% | 2.45 |
| EAST BAY REGIONAL PARK | .0067% | 6.30 |
| EBMUD SPEC DIST 1 | .0034% | 3.20 |
| TOTAL | 1.3654% | 1,284.10 |

**Fixed Charges and/or Special Assessments**

| Description | Phone | Amount |
|---|---|---|
| MOSQUITO ABATEMENT | (800)273-5167 | 3.5 |
| CSA PARAMEDIC | (800)441-8280 | 119.1 |
| CSA VECTOR CONTROL | (800)273-5167 | 14.4 |
| CITY EMERG MEDICAL | (510)238-3704 | 27.2 |
| CITY PARAMEDIC SRV | (510)238-3704 | 21.7 |
| CSA LEAD ABATEMENT | (510)567-8280 | 40.0 |
| SCHOOL MEASURE G | (510)879-8884 | 195.0 |
| PERALTA CCD MEAS B | (800)792-8021 | 48.0 |
| OUSD MEASURE N | (510)879-8884 | 120.0 |
| VIOLENCE PREV TAX | (510)238-3704 | 272.6 |
| FLOOD BENEFIT 12 | (510)670-5762 | 16.0 |
| HAZ WASTE PROGRAM | (877)786-7927 | 38.1 |
| CSA VECTOR CNTRL B | (800)273-5167 | 7.5 |
| MOSQUITO ASSESS 2 | (800)273-5167 | 4.6 |
| AC TRANSIT MEAS VV | (877)299-1190 | 96.0 |
| CITY LIBRARY SERV | (510)238-3704 | 262.7 |
| EBMUD WETWEATHER | (510)287-0275 | 140.0 |
| EAST BAY TRAIL LLD | (800)676-7516 | 10.8 |
| EBRP PARK SAFETY/M | (800)676-7516 | 33.1 |
| CITY LANDSCP/LIGHT | (510)238-3704 | 246.3 |
| Total Fixed Charges and/or Special Assessments | | 1,716.9 |

**Tax Computation Worksheet**

| Description | Full Valuation | x Tax Rate | = Tax Amount |
|---|---|---|---|
| LAND | 43,453 | | |
| IMPROVEMENTS | 50,593 | | |
| FIXTURES | | | |
| TOTAL REAL PROPERTY | 94,046 | | |
| PERSONAL PROPERTY | | | |
| GROSS ASSESSMENT & TAX | 94,046 | 1.3654% | 1,284.1 |
| HOMEOWNERS EXEMPTION | | | |
| OTHER EXEMPTION | | | |
| NET ASSESSMENT AND TAX | 94,046 | 1.3654% | 1,284.1 |
| | | | 1,284.1 |

| First Installment | Second Installment | Total Amount Due |
|---|---|---|
| $1,500.52 | $1,500.52 | $3,001.0 |

# 2017-2018

**For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018**

## ALAMEDA COUNTY
## SECURED PROPERTY TAX STATEMENT

**Henry C. Levy, Treasurer and Tax Collector**
1221 Oak Street , Room 131
Oakland, California 94612-4285

| Parcel Number | Tracer Number | Tax-Rate Area | Special Handling |
|---|---|---|---|
| 10-827-32 | 02611000 | 17-001 | |

Location of Property
545 VALLE VISTA AVE, OAKLAND
Assessed to on January 1, 2017
RAMIREZ OFELIA TR

RAMIREZ OFELIA TR
16 VIA ALONDRA
ALAMO CA 94507-1434

**Tax-Rate Breakdown**

| Taxing Agency | Tax Rate | Tax Amount |
|---|---|---|
| COUNTYWIDE TAX | 1.0000% | 973.88 |
| VOTER APPROVED DEBT SERVICE : | | |
| CITY OF OAKLAND 1 | .2045% | 199.14 |
| SCHOOL UNIFIED | .1015% | 98.85 |
| SCHOOL COMM COLL | .0310% | 30.19 |
| BAY AREA RAPID TRANSIT | .0084% | 8.18 |
| EAST BAY REGIONAL PARK | .0021% | 2.05 |
| EBMUD SPEC DIST 1 | .0011% | 1.07 |
| TOTAL | 1.3486% | 1,313.36 |

**Fixed Charges and/or Special Assessments**

| Description | Phone | Amount |
|---|---|---|
| MOSQUITO ABATEMENT | (800)273-5167 | 3.5 |
| CSA PARAMEDIC | (800)441-8280 | 126.9 |
| CSA VECTOR CONTROL | (800)273-5167 | 14.4 |
| CITY EMERG MEDICAL | (510)238-2942 | 28.8 |
| CITY PARAMEDIC SRV | (510)238-2942 | 22.9 |
| CSA LEAD ABATEMENT | (510)567-8280 | 40.0 |
| SCHOOL MEASURE G | (510)879-8884 | 195.0 |
| PERALTA CCD MEAS B | (800)792-8021 | 48.0 |
| * OUSD MEASURE N | (510)879-8884 | 120.0 |
| * OUSD MEASURE G1 | (510)879-8884 | 120.0 |
| VIOLENCE PREV TAX | (510)238-2942 | 288.0 |
| SFBRA MEASURE AA | (888)508-8157 | 12.0 |
| FLOOD BENEFIT 12 | (510)670-6615 | 16.0 |
| HAZ WASTE PROGRAM | (877)786-7927 | 33.8 |
| CSA VECTOR CNTRL B | (800)273-5167 | 7.5 |
| MOSQUITO ASSESS 2 | (800)273-5167 | 4.6 |
| AC TRANSIT MEAS VV | (800)273-5167 | 96.0 |
| CITY LIBRARY SERV | (510)238-2942 | 277.6 |
| EBMUD WETWEATHER | (866)403-2683 | 154.3 |
| * EAST BAY TRAIL LLD | (888)512-0316 | 10.8 |
| * EBRP PARK SAFETY/M | (888)512-0316 | 33.1 |
| CITY LANDSCP/LIGHT | (510)238-2942 | 246.3 |
| * Possible Sr Exempt - Call Agency | | |
| Total Fixed Charges and/or Special Assessments | | 1,899.9 |

**Tax Computation Worksheet**

| Description | Full Valuation | x Tax Rate | = Tax Amount |
|---|---|---|---|
| LAND | 44,997 | | |
| IMPROVEMENTS | 52,391 | | |
| FIXTURES | | | |
| TOTAL REAL PROPERTY | 97,388 | | |
| PERSONAL PROPERTY | | | |
| GROSS ASSESSMENT & TAX | 97,388 | 1.3486% | 1,313.3 |
| HOMEOWNERS EXEMPTION | | | |
| OTHER EXEMPTION | | | |
| NET ASSESSMENT AND TAX | 97,388 | 1.3486% | 1,313.3 |
| | | | 1,313.3 |

| First Installment | Second Installment | Total Amount Due |
|---|---|---|
| $1,606.64 | $1,606.64 | $3,213.2 |

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 #2, 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 Back Yard.

I received a copy of this notice on 2/29/18 _____
(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.

Revised 2/10/17

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

# CITY OF OAKLAND

## BUSINESS TAX CERTIFICATE

**ACCOUNT NUMBER**

00055872

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 RAMIREZ OFELIA TR

EXPIRATION DATE
12/31/2019

BUSINESS LOCATION 545 VALLE VISTA AVE
OAKLAND, CA 94610-1952

BUSINESS TYPE M Rental- Apartment

OFELIA RAMIREZ
16 VIA ALONDRA CT
ALAMO, CA 94507-1434

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

RENT ADJUSTMENT PROGRAM
LIST OF HEARING EXHIBITS

Case Number / File Name: T19-0344, Stephenson v. Ramirez

| DATE | DESCRIPTION | From Page # | To Page # | ADMITTED IN EVIDENCE: YES | ADMITTED IN EVIDENCE: NO |
|---|---|---|---|---|---|
| 2019 | RAP + Business license - Owner Exhibit 1 | 1 | 2 | | |
| 7/21/19 | Email from LL to T - Owner Exhibit 2 | 1 | 10 | | |
| 8/1/19 | Unsigned 2019 lease - Owner Exhibit 3 | 1 | 4 | | |
| 9/15/18 | Smoking Addenda to lease - Owner Exhibit 4 | 1 | 5 | | |
| 1/4/13 | Lease between Tenant and Sub tenant - Owner Exhibit 5 | 1 | 3 | | |
| 6/24/19 | Lease Update letter from LL to T - Owner Exhibit 6 | 1 | 1 | | |
| 1994 - 1996 | Rent Ledger - Owner Exhibit 7 | 1 | 3 | | |
| 2015 - 2016 | Property Taxes - Owner Exhibit 8 | 1 | 1 | | |
| 7/15/19 | Letter from T to LL - Tenant Exhibit 1 | 1 | 2 | | |
| | | | | | |
| | | | | | |
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Rev 9-21-07

THIS DOCUMENT HAS A "VE FIRST" TRUE WATERMARK AND VISIBLE FIBERS DI NIBLE FROM BOTH SIDES

# CITY OF OAKLAND

## BUSINESS TAX CERTIFICATE

**ACCOUNT NUMBER**

00055872

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 RAMIREZ OFELIA TR

EXPIRATION DATE
12/31/2019

BUSINESS LOCATION 545 VALLE VISTA AVE
OAKLAND, CA 94610-1952

BUSINESS TYPE M Rental- Apartment

OFELIA RAMIREZ
16 VIA ALONDRA CT
ALAMO, CA 94507-1434

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

T-19-0344

**lisaivy6**

- Renew/File/Link Account
- Pay for Balance Due
- Update Account
- Submit New Application
- View/Print My Documents
- Update Profile
- Sign Out

- Report a Problem

## Linked Accounts

| Account # | Business Name | Address | Expire Date | Balance Due | |
|---|---|---|---|---|---|
| 00055870 | RAMIREZ OFELIA TR | 621 VALLE VISTA AVE OAKLAND, CA 94610-1944 | 12/31/2019 | $0.00 | Renew/File \| Update Close \| Remove |
| 00055873 | RAMIREZ OFELIA TR | 545 VALLE VISTA AVE OAKLAND, CA 94610-1952 | 12/31/2019 | $0.00 | Renew/File \| Update Close \| Remove |

Powered by HdL

Select Language



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

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

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

9:30 AM-4:00 PM Wednesdays.

T 19-0344

T 19-0544

From: Lisa Ramirez-Ivy [redacted]
Subject: Rent Increase
Date: Jul 21, 2019 at 2:31:37 PM
To: connie [redacted] n
Bcc: Lisa Ramirez-Ivy [redacted]

Lisa Ivy
Ofelia Ramirez
16 Via Alondra Court
Alamo, CA 94507

July 21, 2019

Connie Jo Stephenson
545 Valle Vista Avenue, #2
Oakland, CA 94610

Dear Connie Jo,

I've received your letter regarding rent increase and would like to address the issue. The increase is based on CPI Banking, a deferred annual Increase up to 10 years. We are allowed 3 year increments calculated on the base rent only, excluding any capital improvements. The banking limit cannot exceed 3 times the current year's CPI. My calculations were incorrect for March, 2018, we increased rent 5.1% and it should have been 6.9%, which I never corrected and left alone. The current increase allowed for 2019 is 3.5% and should not exceed 10.5% according to CPI calculator. I've attached CPI calculations for both years, hoping it appears clearer for you.

I would also like to address your bathroom issues, we have no problem in repairing the unit. We've never received requests on these issues concerning the unit verbally or formally. Please contact Phil Ramirez at 925-487-9445, to

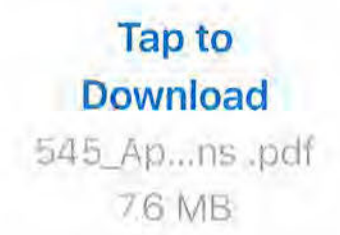
schedule a time to review repairs.

Concerns regarding Waste Management pick up: We've never cancelled service, but site service have increased exponentially as well as operational expenses. Our tenants have generously offered to take cans to curb when Phil cannot.

I've attached CPI calculations, Banking instructions and Waste Management invoices.

Thank You,

Lisa Ivy



March 1, 1995 – June 30, 2002: 3% per year

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

Banking
Increased housing service costs
Capital improvements
Uninsured repair costs
Fair return

# Banking

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

# Increased housing service costs

Housing service costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit. These costs are also known as "operating expenses".

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any single expense.

Expenses considered include:

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

2/1/2018

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | | Rent Increase | Rent |
|---|---|---|---|
| 4/2008 | | | $1,020.00 |
| | Actual CPI | | |
| 4/2009 | (3.2%) | 1.7% of 1,020.00 = 17.34 | 1,037.00 |
| | | 32.64 | 1,053.00 |
| 4/2010 | (0.7%) | 1.7% of 1,037.00 = 17.63 | 1,055.00 |
| | | 1,053.00 = 7.37 | 1,060.00 |
| 4/2011 | (2.7%) | 1.7% of 1,054.00 = 17.93 | 1,073.00 |
| | | 1,060.00 = 28.62 | 1,089.00 |

According to the Oakland CPI Rent Board calculator theres a difference of $16.00 per month for increase for 3/1/18.

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

7/1/2019

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | Rent Increase | Rent |
|---|---|---|
| 8/2011 | | $1,073.00 |
| 8/2012 | 3.0% of 1,073.00 = 18.24 | 1,091.00 |
| 8/2013 | 2.1% of 1,091.00 = 22.92 | 1,114.00 |
| 8/2014 | 1.9% of 1,114.00 = 22.28 | 1,136.00 |

Connie Jo Stephenson
545 Valle Vista Ave. #
Oakland, CA 94610

7/1/2019

City of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612

CPI

| Date | Rent Increase | Rent |
|---|---|---|
| 8/2011 | | $1,073.00 |
| | | 1,089.00 |
| 8/2012 | 3.0% of 1,073.00 = 18.24 | 1,091.00 |
| | 1,089.00 = 32.67 | 1,122.00 |
| 8/2013 | 2.1% of 1,091.00 = 22.92 | 1,114.00 |
| | 1,122.00 = 55.54 | 1,178.00 |
| 8/2014 | 1.9% of 1,114.00 = 22.28 | 1,136.00 |
| | 1,178.00 = 22.38 | 1,200.00 |

March 1, 1995 – June 30, 2002: 3% per year

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

Banking
Increased housing service costs
Capital improvements
Uninsured repair costs
Fair return

# Banking

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

# Increased housing service costs

Housing service costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit. These costs are also known as "operating expenses".

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any single expense.

Expenses considered include:

WASTE MANAGEMENT

# INVOICE

Exh #
5/7
7-5-19



| | |
|---|---|
| **Customer ID:** | **9-63726-9500:** |
| Customer Name: | OFELIA RAMIRE |
| Service Period: | JUL-AUG-SEP SERVIC |
| Invoice Date: | 07/01/201 |
| Invoice Number: | 2488971-2216-: |

| How To Contact Us | Your Payment Is Due | Your Total Due |
|---|---|---|
| Visit **wm.com**<br>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup<br>Customer Service:<br>**(510) 613-8710** | **Due Upon Receipt**<br>Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of $5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details. | **$598.56**<br>See Reverse for Important Messages |

| Previous Balance | | Payments | | Adjustments | | Current Charges | = | Total Due |
|---|---|---|---|---|---|---|---|---|
| 566.04 | + | (566.04) | + | 0.00 | + | 598.56 | = | **598.56** |

**Details for Service Location:**
**Ramirez, Ofelia, 545 Valle Vista Ave, Oakland CA 94610-1952**

**Customer ID: 9-63726-95003**

| Description | Date | Ticket | Quantity | Amount |
|---|---|---|---|---|
| 32 Gallon toter per unit | 07/01/19 | | 4.00 | 417.12 |
| 64 Gallon cart service - organics | 07/01/19 | | 1.00 | 0.00 |
| Monthly recycle per unit | 07/01/19 | | 4.00 | 181.44 |
| **Total Current Charges** | | | | **598.56** |

WASTE MANAGEMENT

# INVOICE

Pd. #
#29
4-5-19



**Customer ID:** 9-63726-9500
Customer Name: OFELIA RAMIRE
Service Period: APR-MAY-JUN SERVIC
Invoice Date: 04/01/201
Invoice Number: 2358595-2216-

| How To Contact Us | Your Payment Is Due | Your Total Due |
|---|---|---|
| Visit **wm.com**<br>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup<br>Customer Service:<br>**(510) 613-8710** | **Due Upon Receipt**<br>Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of $5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details. | **$566.04**<br>See Reverse for Important Messages |

| Previous Balance | | Payments | | Adjustments | | Current Charges | | Total Due |
|---|---|---|---|---|---|---|---|---|
| 566.04 | + | (566.04) | + | 0.00 | + | 566.04 | = | **566.04** |

**Details for Service Location:**
**Ramirez, Ofelia, 545 Valle Vista Ave, Oakland CA 94610-1952**

**Customer ID: 9-63726-95003**

| Description | Date | Ticket | Quantity | Amount |
|---|---|---|---|---|
| 32 Gallon toter per unit | 04/01/19 | | 4.00 | 394.44 |
| 64 Gallon cart service - organics | 04/01/19 | | 1.00 | 0.00 |
| Monthly recycle per unit | 04/01/19 | | 4.00 | 171.60 |
| **Total Current Charges** | | | | **566.04** |

Please detach and send the lower portion with payment - - - (no cash or staples)

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 #2545, the unit you intend to rent. Valle Vista Ave. 94610
- 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 Back Yard.

I received a copy of this notice on 7-21-19 _____
(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.

T.7-0344

# RESIDENTIAL LEASE AGREEMENT

**This agreement, dated July 1, 2019, is between Lisa Ivy, Ofelia Ramirez and Philip Ramirez and Connie Jo Stephenson and Gary Taylor.**

**1. LANDLORD:**

The Landlord(s) and/or agent(s) is/are:

| | |
|---|---|
| Lisa Ivy | (Agent) |
| Ofelia Ramirez | (Owner) |
| Philip Ramirez | (Agent) |

All who are listed above may sign as the landlord or as an authorized representative on behalf of the owner of the Leased Premises and will be collectively referred to in this Lease Agreement as "Landlord."

**2. TENANT:**

The Tenant(s) is/are:
Connie Jo Stephenson
Gary Taylor
and will be referred to in this Lease Agreement as "Tenant."

**3. RENTAL PROPERTY:**

The Landlord agrees to rent to the Tenant the property located at 545 Valle Vista Ave #2, Oakland, CA, 94610, which will be referred to in this Lease as the "Leased Premises."

**4. TERM OF LEASE AGREEMENT:**

The Lease Agreement will begin on August 1, 2019 and continue on a month to month basis until such time that proper notice is given.

**5. USE & OCCUPANCY OF PROPERTY:**

A. The only person(s) living in the Leased Premises is/are: Connie Jo Stephenson, Gary Taylor
B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
C. The Tenant will use the Leased Premises only as a residence.

**6. RENT:**

A. The amount of the Rent is $1,136.00 to be paid monthly.
B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
D. Rental payments are made payable to: Ofelia Ramirez
E. Rental payments paid by Certified Check, Personal Check, Money Order, and/or Cash shall be delivered to the Landlord at: Ofelia Ramirez, 16 Via Alondra Ct., Alamo, CA 94507

**7. FUNDS COLLECTED ON OR BEFORE LEASE SIGNING:**

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing:

| | |
|---|---|
| First Month's Rent | $1,136.00 |
| **TOTAL DUE** | **$1,136.00** |

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

**8. LATE FEE:**

A. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay a late fee of $25.00 in addition to the rent.

B. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

**9. RETURNED PAYMENTS:**

A. A returned payment fee of $25 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.

B. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

**10. ENDING THE LEASE:**

A. At the end of this Lease Agreement or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind. This Lease will continue in full force and effect on a month to month basis unless Tenant or Landlord provide a written notice to the other party at least 30 days before the end of the current month in order to terminate the lease

**11. UTILITIES & SERVICES:**

A. Tenant is responsible for the following utilities and services: Electricity and Gas
and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

B. Landlord will be responsible for the following utilities and services: Water and Trash and Recycling

I. Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control.

II. Tenant shall notify the Landlord of any malfunction of a utility.

III. Tenant may not be negligent in his/her use of any included utility or service. If by tenants negligence, the utility bill or service fee dramatically increases, tenant will be billed for any overages which will then be due and payable by tenant as additional rent.

**12. APPLIANCES:**

A. Landlord will supply and maintain: Refrigerator and Stove.

I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.

II. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.

B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

**13. MAINTENANCE AND REPAIRS:**

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.

B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.

C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.

D. Tenant must abide by all local recycling regulations.

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E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.

**14. CONDITION OF PROPERTY:**

A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

**15. PETS:**

A. The following pets are allowed: There will be a fee paid by tenant for any damages due to pets

**16. SPECIAL TERMS AND CONDITIONS:**

The Landlord and Tenant agree to the following extra services, charges and/or special terms:
Tenant agrees not to transfer, or sub-lease without contacting Landlord about change.

**17. RULES AND REGULATIONS:**

A. Late fees are strictly enforced and any unpaid fees will not be waived.
B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
C. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
D. The Tenant shall abide by all Federal, State, and Local laws.
E. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
F. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
G. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
H. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
I. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
J. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
K. Under no circumstance may a stove, oven or range be used as a source for heat.
L. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
M. The Tenant shall use ventilating fans at all times when bathing and cooking.
N. The Tenant shall notify Landlord of any pest control problems.
O. The Tenant must notify Landlord of any changes in employment.
P. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.

**18. ADDENDA:**

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:
A. Pet Addendum

**19. INSURANCE:**

Although not required, Tenant is encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits.

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**20. SECURITY NOT PROMISED:**

The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

**21. RIGHT OF ENTRY:**

A. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to make necessary or agreed upon repairs or improvements, to show prospective buyers and/or tenants the property, to conduct a scheduled inspection prior to Tenant move-out, and as otherwise provided by California law.

B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.

   I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.

   II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.

   III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

**22. NOTICES:**

A. Any notice, required by the terms of this Lease Agreement shall be in writing.

B. Notices sent to the Landlord may be sent to the following:

   I. 16 Via Alondra Ct., Alamo, CA, 94507

   II. Email: loram16@sbcglobal.net

C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:

   I. Regular mail

   II. Personal delivery

   III. Certified or registered mail, return receipt requested

   IV. Email

**23. ABANDONMENT:**

If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

**24. LANDLORD'S REMEDIES:**

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

**25. SUBORDINATION:**

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

**26. CONDEMNATION:**

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

**27. ASSIGNMENT OR SUBLEASE:**

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

**28. JOINT AND SEVERAL LIABILITY:**

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

**29. MISREPRESENTATION:**

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

**30. BINDING OF HEIRS AND ASSIGNS:**

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

**31. SEVERABILITY:**

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

**32. GOVERNING LAW:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

**33. ADDITIONAL CLAUSES:**

A. Megan's Law 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.

B. Waiver of Notice: The Tenant waives the right to receive a Notice of Default from the Landlord unless such notice is required by state or local regulations.

   I. You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.

C. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.

**34. PARAGRAPH HEADINGS:**

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

**35. ENTIRE AGREEMENT:**

A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.

B. Tenant acknowledges the receipt of any disclosures required by the State of California as well as any disclosures required by federal, state, and local jurisdictions.

**NOTICE**: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____

# PET ADDENDUM

Landlord: Lisa Ivy, Ofelia Ramirez, Philip Ramirez
Tenant: Connie Jo Stephenson, Gary Taylor
Lease Premises: 545 Valle Vista Ave #2, Oakland, CA 94610

This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the leased premises.

Type of Pet: _____ Name: _____ Breed: _____

Weight / Size: _____ Age: _____ Other: _____

All dogs and cats must wear vaccination tags attached to a collar that is worn at all times. The Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian. It must include the animal's name, description, age, date and type of vaccination. The Tenant must renew all pet registrations annually, and provide a copy of the registration to the Landlord.

Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. The Tenant cannot maintain exotic animals or livestock in the rental home, grounds or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Landlord's withdrawal of permission, after which the Tenant will have to remove the pet(s) from the premises immediately. Pet owners must ensure the proper disposal of a deceased animal according to California and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts.

The Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. Security and/or pet deposits are only refunded after the property has been vacated and examined by the management.

Service Animals are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with California local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord's Signature: _____ Date: _____

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T1-0344 Copy

Lisa Ivy, Ofelia Ramirez, Philip Ramirez
16 Via Alondra Ct.
Alamo, CA 94507

# ADDENDA TO CURRENT LEASE

Ofelia Ramirez

Connie Jo Stephenson, Gary Taylor
545 Valle Vista Ave #2
Oakland, CA 94610

September 15, 2018

To all tenants at
545 Valle Vista Ave.
Oakland, CA 94610,

Recently we've had complaints of smoking in the building, which has created problems for some tenants, headaches and unpleasant smell in hallways. We've decided to create a smoke free multi-family unit for many reasons, mainly health, safety and increase in property insurance. (There will be exterior areas available for smoking addressed in addendum). We've been very lenient regarding this issue, having complaints in the past but not addressing them. The building has been non smoking according to Rent Adjustment Program notice enclosed with all leases. Whether they've been signed or not they are valid according to Oakland's Rent Board.

Any persons who violate prohibited smoking areas will be fined, lose security deposit (cleaning units with smoke is difficult and costly), and potentially evicted.

Enclosed is an addendum to your lease regarding smoking in all units at 545 Valle Vista Ave., Oakland, CA 94610 along with proper documents in compliance with Oakland's City Ordinance 8.30.050 - 8.30.110. All tenants will receive this addendum.

Thank You,

Lisa Ivy

Sincerely,

_____
Lisa Ivy, Ofelia Ramirez, Philip Ramirez

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Copy

# SMOKE FREE ADDENDUM TO RENTAL AGREEMENT / LEASE

THIS AGREEMENT made and entered into between: Ofelia Ramirez, Philip Ramirez and Lisa Ivy, **"Owner/Agent"** and Connie Jo stephenson and Gary Taylor, **"Resident"** who Rents the premises from Owner/Agent located at: 545 Valle Vista Avenue *(Street Address)*, **Unit#** *(if applicable)* 2 Oakland *(City)*, CA 94610 *(Zip)*

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which is incorporated into the Lease.

**1. Purpose of Addendum:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

**2. Smoke-Free Premises:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Should Landlord authorize smoking on the premises, the designated areas to do so, are indicated below.

**Select one:**

○ Smoking is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

☒ Smoking is prohibited on the entire property **except** the following designated areas:

In the back yard and terrace or 25 feet from front of building.

**3. Tenant to Promote No-Smoking Policy:** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating or drifting into the Tenant's unit from sources outside of the Tenant's apartment unit.

**4. Owner/Agent Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex/property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**5. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Landlord and Resident agree that the other Tenants at the complex are the third-party beneficiaries this Addendum. Therefore, Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

**6. Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

**7. Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

**8. Effect on Current Tenants:** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

The undersigned Resident(s) acknowledges having read and understood the foregoing, and receipt of an original copy.

| | |
|---|---|
| _____ | _____ |
| ***Resident*** | ***Date*** |
| _____ | _____ |
| ***Resident*** | ***Date*** |
| _____ | 9-15-18 |
| ***Owner/Agent*** | ***Date*** |

545 #2
Sent 9/15/12

AMERICAN LUNG ASSOCIATION.
IN CALIFORNIA

# Sample House Rules for No Smoking Provisions

## HOUSE RULES --- No Smoking ADDENDUM

As per the City of Oakland's Municipal Code (OMC 8.30 Smoking Pollution Control) for apartments and condominiums:

a. Smoking is not allowed in all common indoor areas, including hallways, lobbies, stairways, laundry room, elevators, etc.

b. Smoking is not allowed in all common outdoor areas, including 25 feet from any indoor or outdoor area where smoking is prohibited, walkways, children's play areas, recreational areas, etc.

If smoking is allowed in your unit, please keep exterior doors and windows closed when smoking to minimize the smoke from migrating into the common areas and neighboring units.

Complaints about tobacco smoke migrating/seeping into common areas and/or other tenants' units should be made to the manager/owner promptly. Complaints should be as specific as possible and include the date, approximate time, location, source, and how it is entering the unit.

Management will respond to drifting smoke complaints within 10 working days.

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For more information,
visit the **Bay Area Smoke-Free Housing** website at
**www.casmokefreehousing.org** or call us at (510 638-5864.

**Bay Area Smoke-Free Housing is a program of the**
**American Lung Association in California**
*This material was made possible by funds received from the*
*Tobacco Tax Health Protection Act of 1988--Proposition 99,*
*Under Grant Number 05-45858 with the California Department of Public Health, Tobacco Control Program*

The full text of the Oakland ordinance is posted on City's website:

Go to: http://library.municode.com/HTML/16308/level2/T8_C8.30.html For quit smoking and secondhand smoke info, contact the American Lung Association, 1-800-LUNG-USA, www.lungusa.org

Copy

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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

## TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 545 unit #2, 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 backyard and terrace 25ft from front of Building

I received a copy of this notice on 9.15.18 (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.
Baûn Thoâng Baùo quyeàn lôïi cuûa ngöôøi thueâ trong Oakland naøy cuõng coù baèng tieáng Vieät. Ñeå coù moät baûn sao, xin goïi (510) 238-3721.

19-0344

# Rental Agreement
# 545 Valle Vista, #2
# Oakland, California 94610

1. **Parties**: This Agreement is made and entered into by and between GENE LEWIS, hereinafter "Tenant" and **Connie Jo Stephenson**, hereinafter "Landlord."

2. Premises: Subject to the terms and conditions set forth below, Landlord rents to Tenant and Tenant rents from landlord, for residential purposes only, the back bedroom in the premises known as **545 Valle Vista, #2; Oakland, California 94610**.

3. **Terms:** The terms of the rental shall begin on JAN 4, 2013 and shall continue on a month to month basis, the tenancy terminable by either Landlord or Tenant by giving **30 (thirty) days written notice** to the other.

4. **Rent:** Upon signing this Agreement, Tenant shall pay to Landlord the sum of $ 625.00, representing the period from JAN 4, 2013 through JAN 30, 2013 Thereafter, Tenant shall pay to Landlord a monthly rent of **$ 675.00 (Six Hundred Seventy Five Dollars)**, payable on or before the 1st (First) day of each and every month until this rental `Agreement is terminated.

5. **Deposit:** Upon signing this Agreement, Tenant shall pay to Landlord a security deposit of **$ 675.00 (Six Hundred Seventy Five Dollars)**. Tenant may not apply this security deposit to rent or to any other sum due under this

13. **Access for Inspection and Emergency:** Tenant agrees that Landlord may enter the premises in the event of an emergency, or to make repairs of improvements, supply agreed services, or exhibit the premises to prospective purchasers or tenants. Except in the case of an emergency, Landlord shall give Tenant reasonable notice of intent to enter. In order to facilitate Landlord's right of access, Tenant shall not alter or re-key any locks to the premises. Tenant also agrees to notify Landlord if (s)he installs any burglar alarm system including instructions on how to disarm it.

14. **Quiet Enjoyment:** Tenant shall be entitled to quiet enjoyment of the premises. Tenant shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy disturb, inconvenience or interfere with the quiet enjoyment of any other tenant or nearby resident. Tenant is entitled to use the kitchen, bathroom, back yard, garden and laundry room and all materials and appliances therein (e.g. refrigerator, stove, oven, washer, dryer, microwave, toaster oven, etc.) in a responsible considerate manner. Tenant will leave common areas in the same condition as they were found (e.g. dishes, flatware and pots used for cooking and eating should be washed, etc.).

Dated: Dec. 28, 2012

Connie Jo Stephenson
Connie Jo Stephenson
Landlord

Dated: 12-28-12

Tenant

Received the sum of $ 1,300.00 on 12/28/2012, 2008

Agreement. Within 2 (two) weeks after Tenant has lawfully vacated the premises, Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by the Landlord. Landlord may withhold only that portion of Tenant's security deposit necessary (a) to remedy any default or unpaid rent incurred by Tenant; (b) to repair damages to the premises exclusive of ordinary wear and tear; and/or, (c) to clean the premises if necessary. If the room is found in acceptable condition, the entire deposit will be returned on the day of departure.

6. **Late Fees:** If Tenant fails to pay rent to Landlord in full within 5 (five) days after it is due (the 5th [fifth] of each and every month), Tenant shall pay Landlord a late fee of **$ 25.00** plus **$10.00** for each additional day that the rent continues to be unpaid. The total late fee for any given month shall not exceed **$ 55.00** by this provision, however Landlord retains the right to issue Tenant a 30 day written Notice to Vacate in the event the late fee should reach **$ 55.00**. Landlord does not waive the right to insist upon payment of the rent in full on the day it is due.

7. **Returned Check Charges**: In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds or a closed or non-existent account, Tenant shall pay to Landlord a returned check charge in the amount of **$ 25.00**.

8. **Utilities:** Landlord shall pay in full the following utilities: (a) Pacific Gas & Electric (power and gas); (b) East Bay Mud (water bill); (c) Oakland Scavenger (garbage); and, (d) Direct TV (cable). Tenant may order his/her own telephone line as well as internet wireless or high speed access. Landlord

# 1994 Rents for Apartments

T 19-0344

| Apt # | 621 - Valle Vista | Jan | Feb. | Mar. | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | Mike Ramirez | 500 00 | 150 00<br>500 00 | 300 00<br>500 00 | 500 00<br>160 00 | 300 00<br>500 00<br>150 00 | 1300 00<br>500 00 | 625 00 | 625 00 | 625 00 | 625 00 | 300 00<br>325 00 | 1250 00<br>500 00 |
| 2. | Stephanie Deming | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 |
| 3. | Susan Kearney & Cecelia Miller | 825 00<br>325 00 | 325 00<br>325 00 | 325 00<br>325 00 | 650 00 | 325 00<br>325 00 | 675 00 | 250 00<br>335 00 | 250 00<br>325 00 | 650 00 | 650 00 | 650 00 | 650 00 |
| 4. | Hugo Rivera | 825 00<br>200 00 | 140 00<br>225 00<br>200 00<br>200 00 | 200 00<br>145 00 | 200 00 | 150 00<br>200 00<br>350 00<br>200 00 | 150 00<br>175 00<br>325 00 | 200 00<br>175 00<br>200 00 | 200 | 140 00 | 225 00 | | 300 00<br>300 00 |
| 5. | Eldon & Jean | | 215 31<br>200 00<br>~~170 00~~<br>210 00 | 725 00 | 542 00 | 200 00<br>325 00 | 525 00 | 525 00 | 264 00<br>160 00 | 275 00 | 535 00 | 545 00 | |
| | # 545 Valle Vista | | | | | | | | | | | | |
| 1. | Lisa Holtz & Lee Tenteman | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | | |
| 2. | ~~Karen Holtzick~~<br>Alexandra D. Jacobs | 625 00 | 625 00 | 625 00 | 625 00 | Alexandra D. Jacobs<br>Last months Rent + Deposit 885.00 | | | | 695 00 | 695 00 | 695 00 | 695 00 |
| 3. | Nelice Burg | 675 00 | 675 00 | 675 00 | 675 00 | 625 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 |
| 4. | Steve Farmer | 625 00 | 625 00 | 625 00 | 0 | 725 00 | 325 00 | 225 00<br>200 00 | 325 00<br>150 00 | 450 00<br>325 00 | 475 00 | 475 00<br>50 00 | 325 00 |

000199

# 1995 Rents from Apts.

| | Ck # / Paid by | Jan. | Feb. | Mar. | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Mike Ramirez | 625 00 | 500 00<br>125 00 | 600 00<br>25 00 | 500 00<br>125 00 | 500 00<br>125 00 | 425 00<br>200 00 | 250 00<br>400 00<br>200 00 | 625 00 | 625 00 | 200 00<br>400 00 | 125 00<br>250 00 | 250 00<br>300 00 |
| 2 | Stephanie Ramirez | 625 00 | 325 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 | 625 00 |
| 3 | Susan Kearney | 650 00 | 650 00 | 650 00 | 650 00 | 650 | 650 00 | 650 00 | 650 | 650 | 225 00<br>325 00 | 300 00<br>350 00 | 325 00<br>325 00 |
| 4 | Hugo Riviera | 250 00<br>300 00 | 300 00<br>300 00 | 300 00<br>300 00 | 300 00<br>300 00 | 300 00<br>200 00 | 300 00<br>300 00 | 300 00 | 300 00<br>300 00 | 300 00<br>300 00 | 300 00 | 250 00 | 200 00<br>175 00<br>100 — |
| 5 | ~~Marianela Mendoza~~<br>~~Gabriela Castillo~~<br>~~Manuel Prieto~~<br>545 Valle Vista | | 2-19-95 Deposit 650 00 | 550 00 | 550 00 | 550 00 | Apt 5<br>Marianela Mendoza | | | Just last check deposit | 465 00<br>565 00 | 465 00 | 465 00 |
| 1 | Shirley Thompson<br>Mitchell Willis | 675 00 | 675 00 | 675 00 | 675 00<br>50 00 | 675 00 | 337 50<br>300 00<br>37 50<br>50 00 | 675 00<br>DEPOSIT | 337 50<br>337 50 | 337 50<br>337 50 | 675 00 | 675 00 | 337 50<br>337 50 |
| 2 | Alexandra Jacobs | 695 00 | 695 00 | 695 00 | 695 00 | 695 00 | 695 00 | 675 00 | 695 00 | 695 00 | 695 00 | 695 00 | 695 00 |
| 3 | Nadine Burg | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 |
| 4 | Steve Lanman | 650 00<br>40 00 | 110 00<br>300 00<br>150 00 | 300 00<br>325 00 | 625 00 | 625 00 | 525 00<br>50 00 | 675 00 | 325 00<br>300 00 | 325 00<br>300 00 | 285 00<br>340 00 | 210 00 | |

1796 Rents from Apts.

| | | 632 Vale Vista | 1 Jan. | 2 Feb. | 3 March | 4 April | 5 May | 6 June | 7 July | 8 Aug. | 9 Sept. | 10 Oct. | 11 Nov. | 12 Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | Mike Ramos | 625 00 | 1025 00 | 100 00<br>100 00<br>25 00<br>100 00 | 625 00 | ~~750 00~~ | 625 00 | 625 00 | 625 00 | 475 00<br>100 00<br>100 00 | 625 00 | 625 00 | 625 00 |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | 632 | | | | | | |
| 4 | 3 | Stephanie Ramos | 625 00 | 500 00<br>125 00 | 500 00<br>125 00 | 625 00 | 500 00<br>125 00 | 625 00 | 625 00 | 400 00 | 800 00 | 450 00 | 400 00 | 500 00 |
| 5 | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | 325 00 | | |
| 7 | 5 | Lucas Kearney | ~~325~~ 00<br>325 00 | 325 00<br>325 00 | 325 00<br>325 00 | 325 00 | 325 00<br>325 00 | 325 00<br>325 00 | 325 00<br>325 00 | 325 00<br>325 00 | 325 00 | 325 00 | 325 00<br>325 00 | 650 00 |
| 8 | | | | | | | | | | | | | | |
| 9 | | | 200 00 | 200 00 | 200 00 | 300 00 | 150 00 | ~~150 00~~ | 175 00 | 175 00 | 100 00<br>350 00 | 450 00 | 725 00 | ~~725 00~~ |
| 10 | 7 | Diego Rivera | 200 00<br>175 00 | 200 00<br>100 00 | | 175 00 | 150 00 | 150 00 | 175 00 | 175 00 | 2643 | 115 00 | | |
| 11 | | | | 100 00 | | 125 00 | | 150 00 | 175 00 | 175 00 | | | | |
| 12 | | | | | | 150 00 | | | | | | | | |
| 13 | | | | | | | | | | | | | | |
| 14 | 2 | Mildred Hooker | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 | 465 00 |
| 15 | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | |
| 18 | | 45 Davis Ave. | | | | | | | | | | | | |
| 19 | 1 | Ray Hooper | 337 50<br>337 50 | 337 50<br>337 50 | 337 50<br>337 50 | 337 50 | 337 50 | 337 50<br>337 50 | 337 50 | 337 50<br>337 50 | 337 50<br>337 50 | 337 50 | 675 00 | 337 50<br>337 50 |
| 20 | | Melanie Tudor | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | | |
| 22 | 2 | Virginia Parker | 675 00 | deposit 725 00 | 725 00 | | 725 00 | 725 00 | 725 00 | 725 00 | 725 00 | 725 00 | 725 00 | 725 00 |
| 23 | | Steve White (Carrie) | deposit | ~~deposit~~ | 725 00 | 725 00 | | | | | | | | 300 00 |
| 24 | | | | | | | | | | | | | | |
| 25 | 2 | Maxine Berg | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 | 675 00 |
| 26 | | | | | | | | | | | | | | |
| 27 | | | | | | | | | | | | | | |
| 28 | 4 | ~~Gina Gillespie~~ | deposit | 300 00 | 312 50 | 312 50 | 312 50 | Martha H. McCarroll | | | | | | |
| 29 | | ~~Buddy~~ | ~~300 00~~ | 262 50 | | | | 3 | 337 50 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 |
| 30 | | Sally L. Ullman | ~~675 00~~ | 675 00 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 | 312 50 |
| 31 | | | 679 - 100.00 | | | | | | | | 312 last month rent + fifty dollars S.D. | | | |
| 32 | | | | | | | | | | | | | | |

000201

*Connie Jo Stephenson*
*545 Valle Vista Avenue, #2*
*Oakland, California 94610*
[redacted]

July 5, 2019

Lisa Ivy
Ofelia Ramirez
16 Via Alondro Court
Alamo, CA 94507

Dear Lisa and Ofelia,

I have received your notice of rent increase. In March, 2018, you increased my rent from $1,020.00 per month to $1,073.00. That was a 5% increase even though the Oakland Rent Adjustment Ordinance only allowed for a 3.4% increase. Now you are attempting to raise the rent another 6% from $1,073.00 to $1,136.00, which is not allowed. The 2019 Oakland Rent Adjustment Ordinance allows for a 3.5% increase which means the most you can raise my rent is $37.00.

I am enclosing a copy of the allowance increase for 2019. I have filed a Petition with Oakland Rent Adjustment Board. You will receive notice of the hearing date.

Very truly yours,

Connie Jo Stephenson

enc:cjs

cc: Oakland Rent Adjustment Board

Lisa Ivy, Ofelia Ramirez, Philip Ramirez
16 Via Alondra Ct.
Alamo, CA 94507

# LEASE UPDATE

Ofelia Ramirez

Connie Jo Stephenson, Gary Taylor
545 Valle Vista Ave #2
Oakland, CA 94610

June 24, 2019
Dear Connie Jo Stephenson,

I've been updating all tenants files and would appreciate your help to legitimize your lease. You claim to have paid a security deposit in the amount of $650.00, cleaning deposit $150.00 and pet deposit of $100.00 in 1994. I've tried to find proof of payments within our files and nothing to my avail. I would appreciate your help in providing me with proof of payments so we can add these properly to your lease. Your prompt attention would be appreciated.

Thank You,

Lisa Ivy

Sincerely,

_____
Lisa Ivy, Ofelia Ramirez, Philip Ramirez

© 2019 ezLandlordForms - Lisa Ivy, Ofelia Ramirez, Philip Ramirez

MENU

# Learn More About CPI & Allowable Rent Increases

## Consumer Price Index (CPI) Increases

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

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

**July 1, 2019: 3.5%**
July 1, 2018: 3.4%
July 1, 2017: 2.3%
July 1, 2016: 2.0%
July 1, 2015: 1.7%
July 1, 2014: 1.9%
July 1, 2013: 2.1%
July 1, 2012: 3.0%
July 1, 2011: 2.0%
July 1, 2010: 2.7%
July 1, 2009: 0.7%



000204

CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

# HEARING DECISION

**CASE NUMBER:** **T19-0344 Stephenson v. Ramirez**

**PROPERTY ADDRESS:** **545 Valle Vista Avenue, Unit 2, Oakland, CA**

**DATE OF HEARING:** **September 16, 2020**

**DATE OF DECISION:** **March 4, 2021**

**APPEARANCES:** **Connie Stephenson, Tenant**
**Phil Ramirez, Owner**
**Lisa Ramirez-Ivy, Owner**

## SUMMARY OF DECISION

The tenant petition is denied.

## CONTENTIONS OF THE PARTIES

On July 5, 2019, the tenant filed a petition contesting two rent increases and alleging decreased housing services.

The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notices I was given were calculated incorrectly;
- The increases exceed the CPI and are unjustified or greater than 10%;
- 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; and
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner.

The owner filed a timely response, alleging that the rent increases were justified by banking, and denied the decreased housing service claims.

## THE ISSUE(S)

1. When, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
2. Are the contested rent increases justified by banking, and if so, have they been properly calculated?
3. Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

## EVIDENCE

Background and Rent Increases

The tenant moved into the subject property in April of 1994 at an initial monthly rent of $650.00. The subject unit is located in a residential building consisting of four (4) units. The tenant stated on her petition and testified at the hearing that on February 1, 2018, she received a rent increase notice, proposing to increase the monthly rent from $1,020.00 to $1,073, effective March 1, 2018. On June 24, 2019, she received another rent increase notice, proposing to increase the monthly rent from $1,073.00 to $1,136.00 effective August 1, 2019. The tenant testified that she has not paid the 2019 rent increase and has continued to pay $1,073.00 in rent monthly as of the date of this hearing and will continue to do so until she receives a decision in this case. On July 5, 2019, the tenant wrote a letter to the owner, stating that she was contesting the 2018 and 2019 rent increases because they exceed the allowable CPI[1]. In response, the owner sent an email on July 21, 2019, notifying the tenant that the rent increases were based on banking, and the owner included a copy of the banking calculations[2].

For purposes of calculating the banking, the owner testified that the tenant's base rent in 2008 was $1,020.00. The tenant testified that the base rent was set at $1,020.00 in 2015, in Case Number T14-0045 entitled Stephenson v. Ramirez. The tenant did not provide any testimony regarding her base rent in 2008. The owner reiterated that the tenant was paying $1,020.00 monthly in rent in 2008.

RAP Notice

The tenant stated on her petition that she first received the RAP Notice in September of 2017, and she also received the RAP Notice with the contested rent increase notices. The owner confirmed that the RAP Notice was provided with both contested rent increase notices.

Decreased Housing Services

With her petition, the tenant submitted the following list of decreased housing service claims: (1) Crack in Bathroom, and (2) Cancelled Onsite Garbage Collection

[1] Tenant Exhibit 1
[2] Owner Exhibit 2

Crack in Bathroom: The tenant testified that there is a crack in her bathroom wall. The crack is about 3 feet long and runs from her ceiling down to the wall and continues behind the tile. The tenant confirmed that the crack does not leak. The tenant testified that she first notified the owner of this issue in March of 2018, at the same time that she notified the owner of other issues in the unit. She testified that the other issues were repaired but to date, the crack has not been repaired. She further testified that she has complained about this issue repeatedly since March of 2018.

The owner testified that he does not recall receiving a complaint about the crack in the bathroom. He further testified that he made numerous other repairs in the tenant's unit, and doesn't recall observing a crack in the bathroom during his visits to the tenant's unit. Finally, he testified that if the crack does not leak, as the tenant testified, its likely a cosmetic issue.

Cancelled Onsite Garbage Collection: The tenant testified that the owner discontinued onsite garbage pick-up in approximately July of 2018. She testified that previously, the garbage was removed from the building and brought to the curb by an outside service provider. She testified that now, she or her roommate must bring the garbage cans to the curb themselves.

The owner testified that although the garbage removal to the curb is no longer done by an outside service provider, this does not affect the tenant because he takes the garbage cans to the curb himself now. The tenant does not need to remove the garbage to the curb herself.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

Timeliness of filing of Tenant Petition

For a petition contesting a rent increase, the petition must be filed within ninety (90) days after the date the owner serves the rent increase notice or the date the tenant first receives written notice of the RAP Notice, whichever is later.[3] The tenant stated on her petition and testified at the hearing that she first received the RAP Notice in 2017. The owner confirmed that the RAP Notice was served with both the 2018 and 2019 rent increases. To be considered timely, the tenant's petition contesting the 2018 rent increase should have been filed within ninety (90) days of the rent increase notice dated February 1, 2018. The tenant did not file her petition until July of 2019, therefore, the portion of the petition contesting the 2018 rent increase is denied as untimely.

2019 Banking Rent Increase

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.[4] However, the total CPI Rent Adjustments imposed in any one rent increase, including the current CPI Rent Adjustment, may not exceed three

[3] O.M.C. §8.22.090A(2)
[4] O.M.C. Section 8.22.070(B)(5)

times the allowable CPI Rent Adjustment on the effective date of the rent increase notice and may not be greater than 10%.[5] The banking calculation set forth in the attached Table indicates the maximum allowable banking amount of $107.30 for the tenant's unit, which increases the rent to $1,180.30 ($1,073.00 + $107.30). Because the owner's noticed rent increase amount of $1,136.00 is lower than the maximum allowable banking, the rent increase is valid. The tenant's base rent is $1,136.00 as of August 1st, 2019. Since the tenant has not paid the 2019 rent increase, the owner is entitled to restitution for rent underpayments in the amount of $1,260.00 ($63.00 x 20 months).

Timeliness of Decreased Housing Service Claim

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:

i. The date the tenant is noticed or first becomes aware of the decreased housing service; or

ii. The date the tenant first receives the RAP Notice.

b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.[6]

Cancelled Onsite Garbage Collection: This is a discrete change in services provided to the tenant. The tenant received the RAP Notice in September of 2017. To be considered timely, this claim should have been filed within ninety days of July 2018, when the tenant first became aware of this decreased housing service. The tenant's petition was filed on July 5, 2019. Therefore, this claim is denied as untimely.

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent[7] and may be corrected by a rent adjustment.[8] However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

---

[5] RAP Regulations 10.5
[6] O.M.C. Section 8.22.090(A)(3)
[7] O.M.C. Section 8.22.070(F)
[8] O.M.C. Section 8.22.110(E)

Additionally, the tenants have the burden of proof with respect to each claim.

Crack in Bathroom: There was conflicting testimony regarding notice of this issue to the owner. The tenant claims she complained about this issue multiple times but the owner does not recall receiving a complaint about this issue prior to the filing of the petition. Both the tenant and owner appeared to be credible and since the tenant has the burden of proving her claim, the claim is decided in favor of the owner. It is found that the owner did not receive notice of this issue prior to the filing of the tenant petition. For these reasons, this claim is denied.

## ORDER

1. Petition T19-0344 is denied.

2. The portion of the petition contesting the 2018 rent increase is denied as untimely.

3. The 2019 rent increase is justified by banking. The tenant's monthly base rent is $1,136.00 effective August 1, 2019.

4. Due to rent underpayments, the owner is owed restitution in the amount of $1,260.00. This underpayment is adjusted by a rent increase for 24 months in the amount of $52.50 a month.

5. The owner is entitled to increase the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties.

6. If the tenant wishes to, she can repay the restitution owed to the owner at any time. If she does so, the monthly increase for restitution ends at the time the owner is provided restitution.

7. The decreased housing service claims are 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 the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: March 4, 2021

**Maimoona Sahi Ahmad**
Hearing Officer
Rent Adjustment Program

# CITY OF OAKLAND

**Department of Housing and Community Development**
**Rent Adjustment Program**
http://rapwp.oaklandnet.com/about/rap/

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

## CALCULATION OF DEFERRED CPI INCREASES (BANKING)

| | |
|---|---|
| Initial move-in date | 1-Apr-1994 |
| Effective date of increase | 1-Aug-2019 |
| Current rent (before increase and without prior cap. improve pass-through) | $1,073.00 |
| Prior cap. imp. pass-through | |
| Date calculation begins | 1-Aug-2008 |
| Base rent when calc.begins | $1,020 |

**MUST FILL IN D9, D10, D11 and D14**

Case No.: T19-0344
Unit: 2

**CHANGE YELLOW CELLS ONLY**

### ANNUAL INCREASES TABLE

| Year Ending | Debt Serv. or Fair Return increase | Housing Serv. Costs increase | Base Rent Reduction | Annual % | CPI Increase | Rent Ceiling |
|---|---|---|---|---|---|---|
| | | | | | | |
| 8/1/2019 | | | | 3.5% | $ 44.28 | $ 1,309.47 |
| 8/1/2018 | | | | 3.4% | $ 41.60 | $ 1,265.19 |
| 8/1/2017 | | | | 2.3% | $ 27.51 | $ 1,223.59 |
| 8/1/2016 | | | | 2.0% | $ 23.45 | $ 1,196.08 |
| 8/1/2015 | | | | 1.7% | $ 19.60 | $ 1,172.62 |
| 8/1/2014 | | | | 1.9% | $ 21.50 | $ 1,153.02 |
| 8/1/2013 | | | | 2.1% | $ 23.27 | $ 1,131.52 |
| 8/1/2012 | | | | 3.0% | $ 32.28 | $ 1,108.25 |
| 8/1/2011 | | | | 2.0% | $ 21.10 | $ 1,075.97 |
| 8/1/2010 | | | | 2.7% | $ 27.73 | $ 1,054.87 |
| 8/1/2009 | | | | 0.7% | $ 7.14 | $ 1,027.14 |
| 8/1/2008 | | | | - | - | $1,020 |

## Calculation of Limit on Increase

| | |
|---|---|
| **Prior base rent** | $1,073.00 |
| **Banking limit this year (3 x current CPI and not more than 10%)** | 10.0% |
| **Banking available this year** | $ 107.30 |
| **Banking this year + base rent** | $ 1,180.30 |
| **Prior capital improvements recovery** | $ - |
| **Rent ceiling w/o other new increases** | **$ 1,180.30** |

Notes:

1. **You cannot use banked rent increases after 10 years.**
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised May 2018

**PROOF OF SERVICE**
**Case Number T19-0344**

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

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

**Documents Included**
Hearing Decision

**Owner**
Ofelia Ramirez, deceased
16 Via Alondra Court
Alamo, CA 94507

**Owner Representative**
Lisa Ivy
2566 Holly View Court
Martinez, CA 94553

**Tenant**
Connie Jo Stephenson
545 Valle Vista Avenue Unit 2
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 11, 2021** in Oakland, CA.

Teresa Brown-Morris

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
MAR 25 2021
RENT ADJUSTMENT PROGRAM
OAKLAND

**APPEAL**

| **Appellant's Name**<br>Connie Jo Stephenson | ☐ **Owner** ☑ **Tenant** |
|---|---|
| **Property Address (Include Unit Number)**<br>545 Valle Vista Avenue, Apartment #2; Oakland, California 94610 | |
| **Appellant's Mailing Address (For receipt of notices)**<br>545 Valle Vista Avenue, Apartment #2<br>Oakland, Caliornia 94610 | **Case Number**<br>T19-0344<br>**Date of Decision appealed**<br>March 4, 2021 |
| **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 _____, 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:

| | |
|---|---|
| **Name** | Lisa Ivy |
| **Address** | 2566 Holly View Court |
| **City, State Zip** | Martinez, California 94553 |
| | |
| **Name** | |
| **Address** | |
| **City, State Zip** | |

| | |
|---|---|
| Connie Jo Stephenson | March 22, 2021 |
| **SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE** | **DATE** |



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

**IMPORTANT INFORMATION:**

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

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



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

Attachment to Appeal

a. and b.) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board:

On May 29, 2014, this rent board issued an Order granting my Petition Number T14-0045, copy attached. I have also attached a copy of the Allowable Annual Rent Increase form the hearing officer . The "Annual Increases Table" used by Maimoona Sahi Ahmad is incorrect. In 2008, my rent was $1,003.00. All of the figures Ms. Ahmad calculated are wrong because the increase table itself is wrong. As you can see in the May, 2014 Order, my base rent was established as $1,020.00. (NOT $1,153.02 as indicated on the chart Ms. Ahmad used.) You cannot allow rent increases for the years I was actually given RENT REBATES due to not having any heat. You also cannot allow the landlord to "bank" rent increases when there is a rent reduction Order in place.

My Petition was granted in 2014 because I HAD NO HEAT in my apartment for over 10 years. I was awarded a rent reduction and a rent overpayment rebate. My base rent was established and set at $1,020.00. Any and all future rent increases are to be based on that amount. You can't go back to 2008 and start applying rent increases during a time period that I HAD NO HEAT.

Even though the landlord was ordered to repair the furnace in 2014, they did NOT fix it until December of 2016 - over two years after the Order was issued. After the landlord finally fixed the heat, the landlord immediately increased my rent by $51.00 to $1,020.00 in January, 2017. Therefore, my base rent in 2017 was $1,020 - not $1,223.59 as indicated in the incorrect table that Ms. Ahmad used. I lived without heat for two more years EVEN AFTER the landlord was ORDERED to fix the heat. As of January, 2017, my rent was $1,020.00 with NO RENT INCREASES IN THE BANK!!!!

The landlord increased my rent again in 2018 from $1,020 to $1,073.00 - which is a $53.00 increase. The CPI only allowed for a $35.00 increase but the landlord increased the rent by $53.00, therefore they HAVE NO RENT INCREASES IN THE "BANK.". The 2018 rent increase was already more than the 3.4% allowed by the annual CPI, therefore the landlord has nothing left in the 2018 "bank." The 2018 "$1,265.19" figure used by Ms. Ahmad is incorrect. With the allowable 3.4% increase, my rent in 2018 should have been $1,055. I went ahead and paid the $1,073.00 because I was sick and tired of all the headaches my landlord was causing by increasing my rent more than allowed. I was sick of filing petitions trying to get them to do the right thing. If you are not going to allow a tenant to dispute prior rent increases, why do you even put it on your form?

The decision to to allow the landlord to AGAIN increase my above the amount allowed by law is incorrect. With my rent being $1,073.00 in 2018, the maximum amount my rent can be increased (3.5%)

The 2019 rent increase to $1,136.00 that you have allowed is incorrect. The maximum

amount allowed by the CPI for 2019 is 3.5% or $37.00, which means my rent can only be raised up to $1,110.00 for 2019.

City Of Oakland

Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, California 94612

CPI
Updated version 9/14/2015

| Date | Rent Increase | Rent |
|---|---|---|
| 4/2008 | | $1,003.00 |
| April 2009 | 1.7% of 1,003.00 = 17.05 | 1,020.05 |
| April 2010 | 1.7% of 1,020.05 = 17.34 | 1,037.39 |
| April 2011 | 1.7% of 1,037.39 = 17.64 | 1,055.00 |

# Allowable Annual Rent Increase

The annual CPI increase rate effective **July 1, 2015 through June 30, 2016 is 1.7%**, and cannot take effect earlier than July 1, 2015. Tenants can only be given one increase in any 12-month period, and the rent increase cannot take effect earlier than the tenant's anniversary date (i.e., at least one year from the tenant's move-in date or from the last prior rent increase). In addition, California law requires that tenants be provided with written advance notice of a rent increase either 30 days (for increases 10% or less) or 60 days (for increases greater than 10%) before the effective date of the increase. In certain circumstances rent can be raised higher than the CPI increase (see Rent Adjustment Ordinance and Regulations). If a landlord has "banked" prior year increases, covered units cannot receive a CPI-based increase of more than 3X the current year CPI (see *Banking* in Rent Adjustment Program Regulations).

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

VALUE OF LOST SERVICES

| Service Lost | From | To | Rent | % Rent Decrease | Decrease /month | No. Months | Overpaid |
|---|---|---|---|---|---|---|---|
| Heat | 6-Jun-11 | 6-May-14 | $1,020 | 5% | $ 51.00 | 36 | $ 1,836.00 |
| Mold | 1-Jun-13 | 15-Jul-13 | $1,020 | 3% | $ 30.60 | 2 | $ 61.20 |
| Oven | 1-Jan-14 | 15-May-14 | $1,020 | 2% | $ 20.40 | 5 | $ 102.00 |
| Kitchen Ceiling | 1-Jun-13 | 15-Aug-13 | $1,020 | 2% | $ 20.40 | 3 | $ 61.20 |
| Refrigerator Freezer | 1-Jan-12 | 15-Mar-14 | $1,020 | 1% | $ 10.20 | 27 | $ 275.40 |
| | | | | | TOTAL LOST SERVICES | | $ 2,335.80 |

## ORDER

1. Petition T14-0045 is partly granted.

2. The Base Rent is $1,020 per month.

3. Because of an ongoing decease in housing services, the current rent, before reduction due to rent overpayments, is $969 per month.

4. Because of rent overpayments, the tenant has overpaid rent in the amount of $1,880.80. This overpayment is adjusted by a rent reduction for 12 months.

5. The rent is temporarily reduced by $156.73 per month. The current rent is $812.27 per month, beginning with the rent payment in June 2014 and ending with the rent payment in May 2015.

6. In June 2015 , the rent will increase to $969 per month.

7. When the heater in the second bedroom is repaired, the owner may increase the rent by $51 per month, after giving proper notice in accordance with Civil Code Section 827.

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

Dated: May 29, 2014

Stephen Kasdin
Hearing Officer
Rent Adjustment Program

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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

# HEARING DECISION

**CASE NUMBER:** T14-0045, Stephenson v. Ramirez

**PROPERTY ADDRESS:** 545 Valle Vista Ave., #2, Oakland, CA

**DATES OF HEARING:** May 6 & 7, 2014

**DATE OF INSPECTION:** May 15, 2014

**DATE OF DECISION:** May 29, 2014

**APPEARANCES:** Connie Jo Stephenson (Tenant)

(No Appearance by Owner)

## SUMMARY OF DECISION

The tenant petition is partly granted.

## CONTENTIONS OF THE PARTIES

The tenant filed a petition on February 13, 2014 which alleges that she has never been provided with the required form notice of the existence of the Rent Adjustment Program (RAP Notice); that there is a health, safety, fire, or building code violation for which the owner has been cited in an inspection report; and that her housing services have been decreased, as follows:

- No heat in back bedroom
- Owner refuses to provide copy of her rental agreement
- Owner refuses to provide name of his insurance company
- Mold in closet for over 2 months
- Oven did not work for 4 months
- Kitchen ceiling damage

- Dangerous pavement on walkway
- Owner "stole" her antique dresser
- Refrigerator leaking Freon
- Owner threats to evict
- Owner ignores requests for repairs

The owner filed a response to the petition, which alleges that the tenant was first given the RAP Notice in 2005, and denies that the tenant's housing services have decreased.

## THE ISSUES

(1) When, if ever, was the tenant given the RAP Notice?
(2) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

## EVIDENCE

RAP Notice: At the Hearing, the tenant identified her signature on a RAP Notice dated March 19, 2014.[1] She testified that she has lived in the subject 2-bedroom unit since 1994, and this was the first time that she received the RAP Notice.

Rent History: The tenant testified that her rent has been $1,020 per month since May 2011. She has rented the second bedroom in the unit to sub-tenants for $500 per month since 2001. The tenant was asked to submit evidence of rent payments for the past year. She submitted copies of rent checks as follows:[2]

June 2013 - $1,020
July 2013 - $948 (having deducted $72 for food spoilage following the flood into her kitchen)
August 2013 - $200 (the notation states "Rent Aug + 800 cash. The tenant also submitted a note which says, "Philip also owed me $20 for going to store for him & buying 3 sandwiches and a six pack of beer)
November 2013 - $965
December 2013 - $1,020
January 2014 - $1,020
February 2014 - $1,020
March 2014 - $1,020
April 2014 - $1,020

The tenant testified that she paid rent of $1,020 for the months of September and October 2013, and that she has paid the May 2014 rent. However, she did not have written evidence of the September and October payments because she may have either paid cash or used a different bank account for these months. However, the tenant also submitted a copy of a 2-page letter from

[1] Exhibit No. 1. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence.
[2] Exhibit Nos. 4 through 12.

herself to Ofelia Ramirez, the wife of Philip Ramirez, dated October 31, 2013.[3] This letter states, in part:

> I have enclosed my November rent check in the amount of $965.00. This represents a $55.00 credit from last month (October, 2013). The reason I have a $55.00 credit from last (sic) is as follows: I left for vacation on September 25, 2013. While I was gone, gone, Philip took . . . an antique dresser which was sitting in the foyer of the building. . . I was selling the dresser for $400.00. I am deducting that amount ($400) from my rent. I deducted $345.00 from October's rent leaving a $55.00 credit for November.

Decreased Services:

Heat: There is central heat in the subject building, with a vent in each room in the tenant's unit. The tenant testified that for years only cold air had come out of the heater in the second bedroom. She first reported this problem to the prior owner in 2003, who was the father of the current owner Philip Ramirez, but no action was taken until after she filed the petition in this case. On or about March 20, 2014 the current owner inspected the heater. However, since that time, only cold air has come out of all heating vents. The tenant reported this to the owner on or about March 30, 2014. The owner came to the unit the following week, and told the tenant that the furnace was working.

On May 15, 2014, the unit was inspected by Barbara Cohen, a Hearing Officer of the Rent Adjustment Program, in the presence of the tenant and the owner, Philip Ramirez. After this inspection, Ms. Cohen prepared a Declaration, a copy of which is attached as Attachment "A." Ms. Cohen's Declaration states, in part:

> When I entered the unit I was shown the thermostat by the tenant. It was off. I turned it to the hottest temperature setting.
>
> a. I was shown three heat registers . . . one in the front room, one in the living room . . . and one in the back bedroom.
> b. Shortly after I turned on the heat, air started coming out of the register in the living room. . . after a few minutes the air . . . was warm
> c. The register in the front room also had warm air coming out of it.
> d. The air coming out of the register in the back bedroom seemed to be significantly cooler than the air coming out of the other two registers.

Mold: The tenant testified that in late April 2013 a large water pipe broke in the unit above her, causing a great deal of water to enter her kitchen. The tenant thought that damage was confined to the kitchen until on or about May 8, 2013, when mold developed in the main closet in her unit, where she keeps much of her clothing. She notified the owner, who inspected the closet and told her that he would take appropriate action. However, it was not until mid-July

[3] Exhibit Nos. 7B & 7C.

that the closet was scrubbed and painted with an anti-mold substance. There has been no mold problem since that time.

Oven: The tenant testified that on or about December 18, 2012 the oven in her stove stopped working. She was concerned that she would be unable to do her usual holiday baking, and notified the owner the same day. The entire stove was replaced the first week of May 2013.

Kitchen Ceiling: The water pipe that broke in late April 2013 caused significant damage to the kitchen ceiling,[4] which was entirely replaced in August 2013. However, the ceiling was not completely painted until March 2014.

Walkway: The tenant testified that in 2008 the prior owner had substantial foundation work done on the subject building. As a result of this work a large area of the concrete walkway along the side of the building was damaged, which is the tenant believes to be a tripping hazard. The tenant testified that the uneven pavement caused her to trip and fall, breaking her foot. The walkway has never been repaired. The tenant submitted a photograph of the area in question, which appears to be cracked and broken.[5]

Ms. Cohen states, in her Declaration:

> The walkway from the bottom of the tenant's stairs to the laundry room is slightly uneven . . . While I did not measure the change in elevation, it did not appear to be more than 1/2" difference between the different sections of walkway.

Dresser: The tenant testified that on August 1, 2013 she placed a dresser that she had listed for sale on Craig's List for $400 in the foyer of the subject building, near the door to her unit. She had previously kept a desk in this area for many years, and the owner never told her to remove the dresser. However, in the first week of October 2013 the owner took the dresser. The tenant thereafter deducted $400 from her rent payment, which she believed to be proper compensation for her "stolen" dresser.

Refrigerator: The tenant testified that in January 2012 she told the owner that she smelled freon gas when she opened the freezer compartment of her refrigerator. She stopped using the freezer entirely because of a chemical taste in ice cubes and food. The owner replaced the refrigerator in March 2014.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice: Under the Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent[6] and may be corrected by a rent adjustment.[7] However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or

[4] Exhibit No. 2 is a photograph of the kitchen ceiling. A large area of the wallboard has fallen down.
[5] Exhibit No. 3.
[6] O.M.C. Section 8.22.070(F)
[7] O.M.C. Section 8.22.110(E)

reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit.

There is a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.[8] Where the RAP notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.[9] The tenant's testimony that she first received the RAP Notice on March 19, 2014 was credible, and it is found that she was first given the RAP Notice on that date. Allowable claims of decreased housing services therefore begin on May 6, 2011.

Rent Payments: The overall character of the tenant's testimony was credible, and largely supported by rent checks to the owner. The tenant's small rent deductions for food spoilage and reimbursement for sandwiches and beer were apparently uncontested by the owner. However, the tenant was not legally entitled to deduct $400 for the alleged value of the dresser (which had not sold despite being on Craig's List for over 2 months). This action by the owner may have been a tort, which is not within the jurisdiction of the Rent Adjustment Program, but it is not a legal justification for the rent deduction. Further, the tenant's November 2013 rent payment was $55 less than the full amount.

It is found by a preponderance of the evidence that the tenant otherwise paid the full rent from June 2013 through May 2014. The tenant therefore underpaid rent in the total amount of $455.

Decreased Services:

Heat: Heat is an essential housing service, and the lack of heat in one of the two bedrooms has reduced the package of housing services by an average of 5% per month since the owner was notified in the year 2003. Because of the current decrease in housing services, the rent is reduced by 5%, being $51 per month, to $969 per month. This rent decrease will remain in effect until the heater in the second bedroom is repaired, as specified in the Order below.

Further, because of this decreased housing service, the tenant has overpaid rent, and is entitled to restitution for the past 3 years, as set forth on the Table below.

Rental Agreement: Failure to provide a copy of the rental agreement is not a decreased housing service, and this claim is denied.

Insurance: Similarly, an owner's refusal to provide insurance information is not a decreased housing service; the claim is denied.

Mold: The owner was notified about this problem in early May 2013, and should reasonably have taken appropriate action by the end of that month. The delay in cleaning and

[8] O.M.C. Section 8.22.090(A)(2)
[9] Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

painting the closet until mid-July 2013 decreased the tenant's housing services by 3%. The tenant is entitled to restitution for overpaid rent during this time, as set forth on the Table below.

Oven: The owner should reasonably have repaired the oven or replaced the stove by the end of December 2013, and the lack of an oven until May 2014 decreased the tenant's housing services by 2%. The tenant is entitled to restitution for overpaid rent during this time, as set forth on the Table below.

Kitchen Ceiling: The owner knew about the water intrusion and significant ceiling damage in late April 2013, and reasonably should have had the ceiling repaired by the end of May, at the latest. His failure to do so until August 2013 reduced the housing services by 2%. The tenant is entitled to restitution for overpaid rent during this time, as set forth on the Table below. Painting is a cosmetic matter, not a habitability issue, and the tenant's further claim that the ceiling should have been painted earlier is denied.

Walkway: A sidewalk is not expected to be as smooth as a living room floor, and the California appellate courts have consistently held that a sidewalk differential of 3/4" or less is a "trivial defect."[10] Although the walkway in question is certainly not in excellent condition, it is not in an unusually dangerous condition. This claim is therefore denied.

Dresser: The owner's action may have been a tort, but this was not a decrease in housing services. The claim is denied.

Refrigerator: The owner should have either repaired the freezer or replaced the refrigerator by the end of February 2013. It was not replaced until August 2014, which reduced the housing services by 1%. The tenant is entitled to restitution for overpaid rent during this time, as set forth on the Table below.

Eviction Threats: This is not a decreased housing service, and the claim is denied.

Repair Requests: This claim is an element of the specific claims of decreased housing service, and not the basis for a separate claim. The claim is therefore denied.

Conclusion: Due to ongoing decreased housing services, the current rent is $969 per month. Because of past decreased housing services, as shown on the following Table, the tenant overpaid rent of $2,335.80. However, the tenant underpaid rent in the amount of $455. The overpayment and underpayment are set off against each other, resulting in a total underpayment of $1,880.80. This overpayment is ordered repaid over a period of 12 months.[11] The current rent of $969 per month is temporarily decreased by $156.73 per month, to $812.27 per month, beginning with the rent payment in June 2014 and ending with the rent payment in May 2015.

/
/
/

[10] Cadam v. Somerset Gardens Townhouse HOA, 200 Cal.App.4th 383, 397 (2011)
[11] Regulations, Section 8.22.110(F)

VALUE OF LOST SERVICES

| Service Lost | From | To | Rent | % Rent Decrease | Decrease /month | No. Months | Overpaid |
|---|---|---|---|---|---|---|---|
| Heat | 6-Jun-11 | 6-May-14 | $1,020 | 5% | $ 51.00 | 36 | $ 1,836.00 |
| Mold | 1-Jun-13 | 15-Jul-13 | $1,020 | 3% | $ 30.60 | 2 | $ 61.20 |
| Oven | 1-Jan-14 | 15-May-14 | $1,020 | 2% | $ 20.40 | 5 | $ 102.00 |
| Kitchen Ceiling | 1-Jun-13 | 15-Aug-13 | $1,020 | 2% | $ 20.40 | 3 | $ 61.20 |
| Refrigerator Freezer | 1-Jan-12 | 15-Mar-14 | $1,020 | 1% | $ 10.20 | 27 | $ 275.40 |
| | | | | | TOTAL LOST SERVICES | | $ 2,335.80 |

## ORDER

1. Petition T14-0045 is partly granted.

2. The Base Rent is $1,020 per month.

3. Because of an ongoing decease in housing services, the current rent, before reduction due to rent overpayments, is $969 per month.

4. Because of rent overpayments, the tenant has overpaid rent in the amount of $1,880.80. This overpayment is adjusted by a rent reduction for 12 months.

5. The rent is temporarily reduced by $156.73 per month. The current rent is $812.27 per month, beginning with the rent payment in June 2014 and ending with the rent payment in May 2015.

6. In June 2015 , the rent will increase to $969 per month.

7. When the heater in the second bedroom is repaired, the owner may increase the rent by $51 per month, after giving proper notice in accordance with Civil Code Section 827.

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

Dated: May 29, 2014

Stephen Kasdin
Hearing Officer
Rent Adjustment Program

# CHRONOLOGICAL CASE REPORT

Case No.: T20-0093

Case Name: Bolanos v. Olivieri

Property Address: 959 42nd Street, Oakland, CA

Parties: Miriam Bolanos (Tenant)
Xavier Johnson (Tenant Representative)
Gina Fresquez (Owner)
Jill Broadhurst (Owner Representative)

**OWNER APPEAL**:

| Activity | Date |
|---|---|
| Tenant Petition filed | March 4, 2020 |
| Owner Response filed | May 26, 2020 |
| Hearing Decision mailed | March 17, 2021 |
| Owner Appeal filed | April 6, 2021 |

T20-0093 RC|MA

7/20

CITY OF OAKLAND

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

For date stamp.

RECEIVED
RENT ARBITRATION PROGRAM
2020 MAR -4 PM 4:02

# 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 | Rental Address (with zip code) | Telephone: |
|---|---|---|
| Miriam Bolanos | 959 42nd St.<br>Oakland CA 94608 | [redacted]<br>E-mail: |
| Your Representative's Name | Mailing Address (with zip code) | Telephone: |
| Micaela Alvarez<br>Centro Legal de la Raza | 3022 International Blvd. Ste 410<br>Oakland, CA 94601 | 510-806-8609<br>Email:<br>malvarez@centrolegal.org |
| Property Owner(s) name(s) | Mailing Address (with zip code) | Telephone: |
| Jack Olivieri | 4734 Shetland Ave.<br>Oakland, CA 94605 | Email: |
| Property Manager or Management Co. (if applicable) | Mailing Address (with zip code) | Telephone: |
| Gina Fresquez | 25538 South Gold Ridge Drive<br>Castro Valley, CA 94552 | [redacted]<br>Email:<br>[redacted] |

Number of units on the property: 2.

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

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

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

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

| | |
|---|---|
| | rent increase. |
| 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 illegally after the unit was vacated as set forth under OMC 8.22.080. |

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

Date you moved into the Unit: 10/1/2013 Initial Rent: $1000 /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 From | To | Are you Contesting this Increase in this Petition?* | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|---|---|---|---|---|---|
| 2/24/2020 | 4/1/2020 | $ 2500 | $ 2600 | ☒ Yes ☐ No | ☐ Yes ☒ No |
| 12/23/2019 | 3/1/2020 | $ 1980 | $ 2500 | ☒ Yes ☐ No | ☐ Yes ☒ No |
| 12/9/2019 | 2/1/2020 | $ 1800 | $ 1980 | ☒ Yes ☐ No | ☐ Yes ☒ No |
| 3/1/2019 | 4/1/2019 | $ 1700 | $ 1800 | ☒ Yes ☐ No | ☐ Yes ☒ No |
| 4/1/2018 | 5/1/2018 | $ 1600 | $ 1700 | ☒ Yes ☐ No | ☐ Yes ☒ No |
| 2/1/2018 | 3/1/2018 | $ 1500 | $ 1600 | ☒ Yes ☐ No | ☐ Yes ☒ No |

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

Have you ever filed a petition for this rental unit?

☐ Yes
☒ No

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

---

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

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

| | | |
|---|---|---|
| Are you being charged for services originally paid by the owner? | ☐ Yes | ☒ No |
| Have you lost services originally provided by the owner or have the conditions changed? | ☒ Yes | ☐ No |
| Are you claiming any serious problem(s) with the condition of your rental unit? | ☒ Yes | ☐ No |

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

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

**Please attach documentary evidence if available.**

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

## IV. VERIFICATION: The tenant must sign:

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

**Tenant's Signature** _____ **Date** 03.2.20

**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
Miriam Bolanos
959 42nd Street
Oakland, CA 94601

# Addendum A- Rent Increases

| Date you received the notice | Date increase goes into effect | Monthly rent increase From: | To: | Are you contesting this increase | Did you receive the RAP notice with this increase |
|---|---|---|---|---|---|
| 6/28/2016 | 8/1/2016 | 1400 | 1500 | Yes | No |
| 12/1/2013 | 1/1/2014 | 1000 | 1400 | Yes | No |

Please note: I received a letter in mid-December 2019 informing me that my rent would be raised 11 times throughout 2020. Thus far, it appears that the property manager intends to increase my rent every month until December 2020. It would be an unreasonable burden on myself and the Rent Adjustment Program to file a new petition each time I receive the individual written notices of these increases as I would be filing a new petition every month. Instead I am attaching the letter and contesting all of these proposed increase in this petition.

In addition, since I moved in to my unit in October 2013, I have made many of my rent payments in cash and was not provided receipts by the owner. I received numerous rent increases without written notice.

In an effort to provide accurate information on this petition I asked the property manager, Gina Fresquez, for a rent ledger on January 30, 2020. She claimed that the owner did not maintain a ledger and she did not provide me with any records.

I have listed the rent increases I wish to challenge on this petition to the best of my ability and used all available records to recall them with accuracy.

Tenant Petitioner
Miriam Bolanos
959 42nd Street
Oakland, CA 94608

# Addendum B-Bad Conditions

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.

| 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 |
|---|---|---|---|---|
| Heater does not turn on consistently. It emits bad odors when turned on. | Since move in 10/2013 | Tenants first notified owner verbally in January-February 2014 | N/A | 8% |
| Windows are deteriorated, do not seal properly, and lack proper insulation. | Since move in 10/2013 | Tenants first notified owner verbally in January-February 2014 | N/A | 10% |
| Mold throughout house stemming from improper insulation and deteriorated windows, walls, and ceilings. | Since move in 10/2013 | Tenants first notified owner verbally in January-February 2014 | N/A | 10% |
| Walls and ceilings throughout house are cracked and peeling. | Since move in 10/2013 | Tenants first notified owner verbally in January-February 2014 | N/A | 12% |
| Rodent and racoon Infestation | Since move in 10/2013 | Tenants first notified owner verbally in January-February 2014 | Partially abated February 2020 | 15% |

December 9, 2019

Via Certified Mail

WITHOUT PREJUDICE

Miriam Bolanos
959 42nd St
Oakland, CA 94608

Nena,

I have received your response to my father's previous letter dated November 25, 2019. I am writing this letter on behalf of my father, Jack Olivieri.

My father has decided to keep the house for the time being. As mentioned in the previous letter, and as you and I have previously discussed, it is his desire to obtain fair market rental value for the house within a year. Although my father has the legal right to raise the rent to full market value with the legally required 60 day notice, he intends to raise the rent to full market value gradually over a period of one year. This will provide you with time to obtain additional income or funds if you choose to stay in the house, or to allow you time to find alternate housing that may be more affordable for you.

Based upon a comparison of comparable rental houses in the area, the current fair market value for the house you are renting is approximately $3,200. For the purpose of determining rent increases over a period of one year, it is projected that the fair market rental value for the house will increase to approximately $3,500 within one year. Based upon this projection and the current monthly rental rate of $1,800 per month, he is providing the following options for achieving fair market rental value within one-year from January 1, 2020.

| | **Rent Schedule** (Current Rent: $1,800) | | | |
|---|---|---|---|---|
| **Month** | **Option 1** | **Option 2** | **Option 3** | **Option 4** |
| January 2020 | No Increase | No Increase | No Increase | No Increase |
| February 2020 | $1,980 | $1,980 | No Increase | No Increase |
| March 2020 | $2,500 | $2,400 | $2,800 | No Increase |
| April 2020 | $2,600 | $2,400 | $2,800 | No Increase |
| May 2020 | $2,700 | $2,700 | $3,000 | $3,300 |
| June 2020 | $2,800 | $2,700 | $3,000 | $3,300 |
| July 2020 | $2,900 | $3,000 | $3,200 | $3,300 |
| August 2020 | $3,000 | $3,300 | $3,200 | $3,400 |
| September 2020 | $3,100 | $3,300 | $3,400 | $3,400 |
| October 2020 | $3,200 | $3,300 | $3,400 | $3,400 |
| November 2020 | $3,400 | $3,500 | $3,500 | $3,500 |
| December 2020 | $3,500 | $3,500 | $3,500 | $3,500 |

Unless we hear from you otherwise, the rent adjustments will follow the schedule listed under Option 1 in the above rent schedule. Therefore, effective February 1, 2020, your rent will be increased from the current $1,800 per month to $1,980 per month. This is a 10 percent rent increase which by California law requires a 30 day notice. I have included the required 30-day notice for this rent increase.

You will be provided with the 30-day and 60-day notices required by California law prior to rent increases after February 1, 2020.

Please let me or my father know prior to December 21, 2019, if you prefer any of the other options in the above rent increase schedule so that he may revise the attached 30-day notice and issue the required 60-day notice for any rent increase beginning on March 1, 2020.

The above information reflects my father's current intentions. The information presented in this letter shall not be considered as binding upon him and does not constitute a waiver of any his legal rights as a landlord, including but not limited to his right to adjust the rent to fair market value by providing the required 60-day written notice.

As you have informed me, we understand that you have obtained legal assistance in response to my father's previous letters. My father does not discourage you from doing so as it is important for you to know your legal rights, and he fully desires to act within the law in order to avoid a potentially costly legal dispute. Also, based upon the goodwill he has extended to you over many years and that which he continues to extend to you by offering not to exercise his right to raise your rent to the full market value with the minimum legally prescribed period of 60-days, please be advised that he reserves the right to make adjustments to your monthly rental rate, as permitted within the law, to offset his costs for legal assistance to respond to any complaint letters you or legal counsel may submit or to defend himself in any legal action which you may bring against him.

Blessings,

Gina Fresquez
on Behalf of Jack Olivieri

attach: Thirty-Day Notice of Rental Increase

RECEIVED
For date stamp.
MAY 26 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

CITY OF OAKLAND

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

# 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 T20-0093

| Your Name | Complete Address (with zip code) | Telephone: |
|---|---|---|
| Gina Fresquez | 25538 South Gold Ridge Drive<br>Castro Valley, CA 94552 | Email: |
| Your Representative's Name (if any)<br>Jill Broadhurst<br>BIG CITY Property Group, Inc. | Complete Address (with zip code)<br>PO BOX 13122<br>Oakland, CA 94661 | Telephone:<br>510-838-0655<br>Email:<br>bigcitypg@gmail.com |
| Tenant(s) Name(s)<br>Miriam Bolanos | Complete Address (with zip code)<br>959 42nd Street<br>Oakland CA 94608 | |
| Property Address (If the property has more than one address, list all addresses)<br>959 42nd Street Oakland CA 94608 | | Total number of units on property<br>1 |

Have you paid for your Oakland Business License? Yes ☒ No ☐ Lic. Number: 00009281
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? Yes ☒ No ☐ APN: 012-1020-030-00
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: / /. 1942, in family

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

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



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

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

**You must prove the contested rent increase is justified. For each justification checked on the following table, you can provide organized documentary evidence demonstrating your entitlement to the increase prior to your hearing. This documentation may include proof of payment, receipts, invoices and permits. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.**

| Date of Contested Increase | Banking (Deferred Annual Increases | Increased Housing Service Costs | Uninsured Repair Costs | Fair Return |
|---|---|---|---|---|
| _____ | ☐ | ☐ | ☐ | ☐ |

**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 10/2014

The tenant's initial rent including all services provided was: $ 1400 / 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 X I don't know _____

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

Is the tenant current on the rent? Yes _____ No X Currently not paid April($2500), May($2500) and March short $700= $5700

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

| Date Notice Given (mo/day/year) | Date Increase Effective | Rent Increased From | Rent Increased To | Did you provide the "RAP NOTICE" with the notice of rent increase? |
|---|---|---|---|---|
| 12/9/19 | 2/1/20 | $ 1800 | $ 1980 * | Y Yes XY No |
| 1/3/19 | 3/1/19 | $ 1700 | $ 1800 | Y Yes XY No |
| 4/1/18 | 5/1/18 | $ 1600 | $ 1700 | Y Yes XY No |
| 2/1/17 | 3/1/17 | $ 1500 | $ 1600 | Y Yes XY No |
| 2/1/16 | 3/1/16 | $ 1400 | $ 1500 | Y Yes XY No |

*Paid $1980 February, then went down to $1800 in March, then ended rent payments claiming COVID. Miriam has not provided requested COVID documentation per state ordinance.

## 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)? NO
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)? NO
3. Was the prior tenant evicted for cause? NA
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building? NO
5. Is the unit a single family dwelling or condominium that can be sold separately? NO
6. Did the petitioning tenant have roommates when he/she moved in? NO
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building? NA

☐ 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 exemption can only apply where both (a) a property owner has applied for the exemption prior to 10/20/17 and (b) RAP has issued the certificate of exemption for that building.)

☐ 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.

## 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 ATTACHED RESPONSE AND EXHIBITS**

## 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** **Date** 5/22/20

**IMPORTANT INFORMATION:**

**Time to File**

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

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

**File Review**

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

**Mediation Program**

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

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

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

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

Property Owner's Signature Date

CITY OF OAKLAND - 2020 Rent Adjustment Program (RAP)

RENEW AN[illegible] AY ONLINE @HTTPS://LTSS.OAKLANDNET[illegible]M

DELINQUENT IF PAID OR POSTMARKED AFTER **MARCH 2, 2020**

## SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00009282
2. Mailing Address:

MARGERY ISOLA
4734 SHETLAND AVE
OAKLAND, CA 94605-5629

3. Owner Name: Margery Isola
4. Rental Location: 959 42ND ST
OAKLAND, CA 94608-3711
5. Total Number of Units per Alameda County Records : 2

## SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON:

Month _____ Day _____ Year _____

ental properties that have sold or discontinued after January 1, 2020 are required to pay the RAP fee in full by filling out Section III, IV and V. Otherwise, sign and date Section V.

## SECTION III - EXEMPTIONS CLAIMED FOR 2020

Claim all that apply (see reverse side for explanation):

| | | |
|---|---|---|
| A. Owner Occupied Unit | A. | |
| B. Off the Rental Housing Market (attach explanation) | B. | 1 |
| C. Motel, Hotel or Rooming House | C. | |
| D. Hospital, Convent or Monastery | D. | |
| E. Newly Constructed | E. | |
| 6. **TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E):** | 6. | 1 |

pd. v# 165
2-22-20

## SECTION IV - NET CHARGEABLE UNITS

| | | |
|---|---|---|
| 7. **NET CHARGEABLE UNITS:** (deduct Line 6 from the total units pre-printed on Line 5) | 7. | 1 |
| 8. **FEE DUE** (multiply Line 7 by $101.00) | 8. $ | 101.00 |
| 9. **PENALTY DUE** (if paying after March 2, 2020 see box to the right) | 9. $ | — |
| 10. **INTEREST DUE** (if paying after March 2, 2020 see box to the right) | 10. $ | — |
| 11. **PRIOR AMOUNT DUE** | 11. $ | 0.00 |
| 12. **TOTAL DUE (add Lines 8-11)** | 12. $ | 101.00 |

**If paying after March 2, 2020**

PENALTY DUE (on tax):
3/3/2020 - 4/1/2020 add 10%
4/2/2020 - 5/1/2020 add 25%
5/2/2020 - until paid add 50%

INTEREST DUE (on tax + penalty):
3/3/2020 - until paid add 1% per calendar month

Payment Options:

Payment Options: ONLINE: HTTPS://LTSS.OAKLANDNET.COM Pay by VISA, MasterCard, Discover or eCheck
Enter account number: **00009282** and PIN: **967730**
BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

## SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct

| Print Name | Signature | Date | Phone Number |
|---|---|---|---|
| Jack Olivieri | Jack Olivieri | 2-17-20 | (510) 220-5226 |

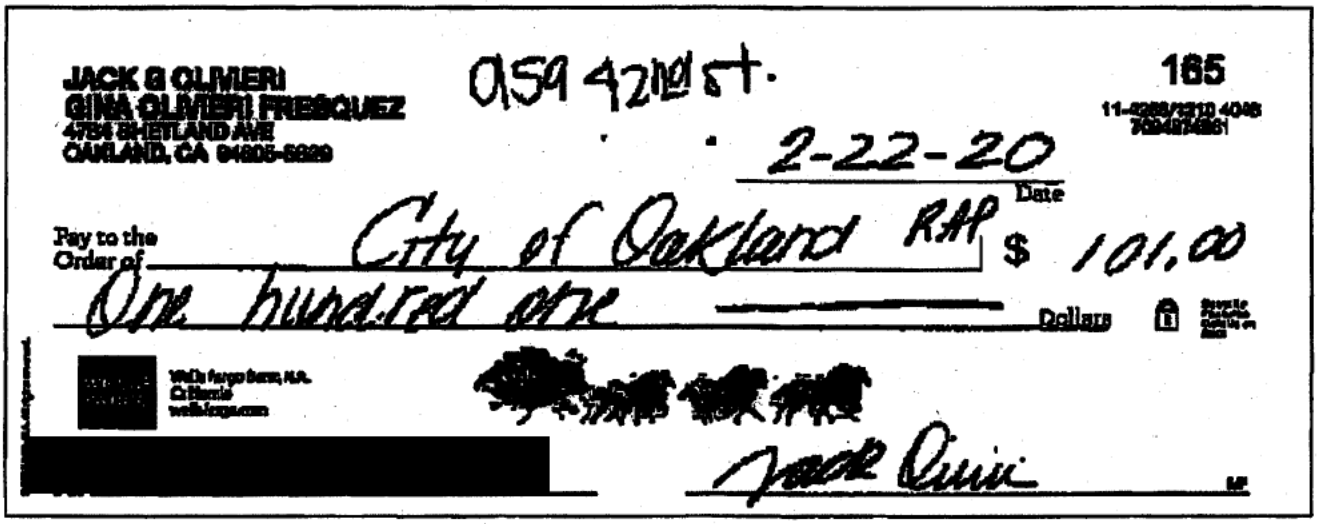
CITY OF OAKLAND. 250 FRANK H. OGAWA PLAZA. SUITE 1320. OAKLAND. CA 94612 ☎ 510-238-3704

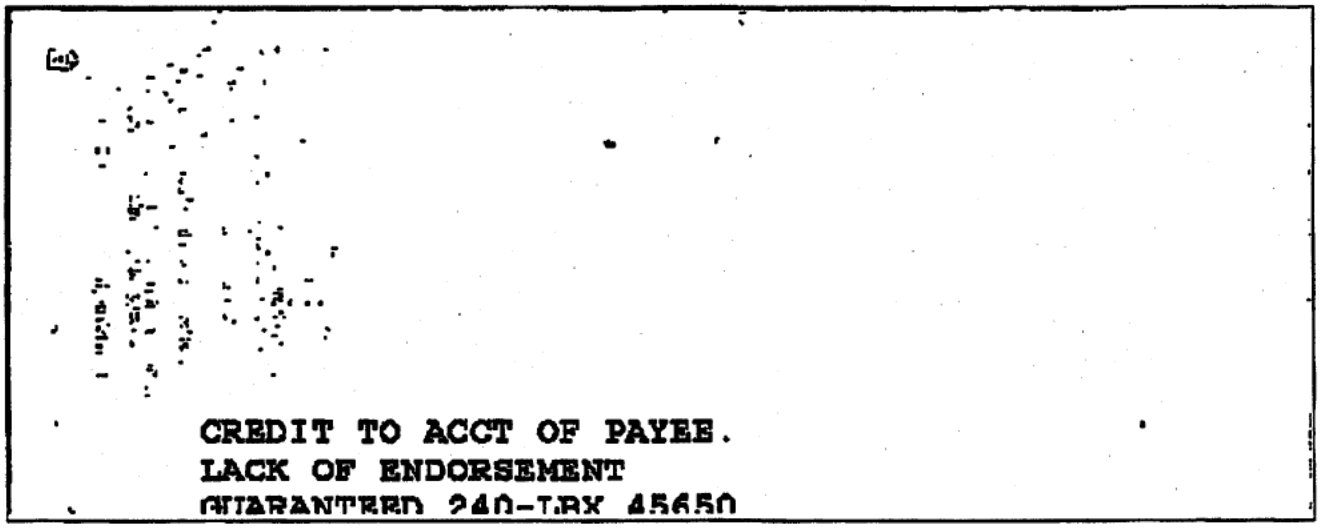
000240

**WELLS FARGO**

# Check Details

| | |
|---|---|
| **Check Number** | 165 |
| **Date Posted** | 03/03/20 |
| **Check Amount** | $101.00 |




For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

# CITY OF OAKLAND

## BUSINESS TAX CERTIFICATE

**ACCOUNT NUMBER**

00009281

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.

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.

DBA: OLIVIERI JACK G & DORIS TRS

EXPIRATION DATE
12/31/2020

BUSINESS LOCATION: 959 42ND ST
OAKLAND, CA 94608-3711

BUSINESS TYPE: M Rental- Residential

MARGERY ISOLA
4734 SHETLAND AVE
OAKLAND, CA 94605-5629

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED

May 22, 2020

**Landlord Response**

**Case # T20-0093**

**This petition should be dismissed for the following reasons:**

This property is exempt from rent control and is subject to provisions under Costa Hawkins.

This parcel is one dwelling unit with multiple storage buildings and garages on an oversized lot.

Oakland RAP has no jurisdiction, the landlord requests that this petition be dismissed.

**Additional Information:**

Tenant, Miriam Bolanos, moved into 959 42nd Street on October 2014 at a base rent of $1400.

There are no issued code violations from any government agency.

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Property is a single family dwelling, there is no 2nd dwelling unit on the parcel. Structure in question is storage.

Per Oakland Municipal Code 15.08.170, a "dwelling unit" is a residential building, or portion thereof, which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation for not more than one family of a congregate residence from not more than 10 persons (See Exhibit A).

There is no power, gas, water or garbage service to this building. There is no water heater, kitchen or bathroom facilities in this structure. This structure does not meet the criteria for "dwelling unit", therefore should not be considered as a legitimate basis for this tenant to be under rent control (See Exhibit B).

Further, the tenant stores her personal items in this storage unit. The lease agreement includes use of all the structures on the parcel. Therefore the tenant's argument that there is a 2nd building on the parcel falls short, there is no other tenancy or lease agreement with another party on this parcel (See Exhibit C).

**Tenant Petition**

Tenant incorrectly states the base rent and move-in date (please see property owner response).

The rent increases stated by the tenant are incorrect, and tenant has never paid anything over $1980. A one-time rent payment of $1980 was made in February 2020. March 2020 she returned back to $1800 upon consulting with her tenant counsel, Centro Legal de La Raza. She has not paid rent for April or May, stating she has been affected by Covid. Owner has requested the appropriate documentation from the tenant per state order and has not been provided with anything.

**Tenant- Addendum A** (created by Centro Legal on behalf of Mariam): tenant did not live in home in 12/2013 nor 1/2014. Tenant moved in 10/2014 at a rental rate of $1400. Regarding the 2016 increase to $1500, that went into effect March 2016 (See Exhibit D).

Tenant also incorrectly states that all rent payments were in cash since 10/2013, this is incorrect.

Many payments were in the form of a cashier's check, but also personal checks (See Owner exhibit E).

**Tenant- Addendum B** (created by Centro Legal, on behalf of Mariam)

The listed dates owner was notified were prior to this tenant even moving into the unit. Again, Mariam moved in October 2014. Therefore, owner rejects this list of 'bad conditions' and believes the tenant and counsel are attempting to extract a settlement from an owner who has gone above and beyond in taking care of this tenant and their specific needs. We ask that Addendum B be dismissed.

An inspection report dated 8/16 further highlights no issues with the heater or thermostat. Windows are mentioned as single-pained and not energy efficient to today's standards, but again, do not fall into habitability (See Exhibit F).

Tenant's complaints of windows and a lack of insulation are not considered habitability and should be dismissed. Minor cracks and peeling paint are cosmetic and not considered habitability; these conditions should be dismissed as well.

Owner has never been notified, and is unaware of any mold concerns, other than what may accumulate on single paned windows due to condensation and poor cleaning maintenance of the home.

**Owner Documentation - TO BE PRESENTED AT A LATER DATE**

A.) City of Oakland definition of "dwelling unit" and "residential unit" per municipal code.
B.) Utility communication validating no service

C.) Pictures- demonstrating use, storage

E.) Bank statement printouts demonstrating personal check and cashier check deposits and amounts.

D. ) Text and mailed communication between tenant and owner demonstrating move-in date and payment acknowledgement, as well as overall level of attention owner has given to the tenant.

F.) Inspection Report conducted on 8/17/16

July 9th, 2020

**Landlord Evidence Response**

**Case # T20-0093**

**Owner Documentation Submitted:**

A.) City of Oakland definition of "dwelling unit" and "residential unit" per municipal code; Costa Hawkins language defining "residential real property"

B.) Utility communication validating no service

C.) Pictures- demonstrating use, storage

D. ) Text and mailed communication between tenant and owner demonstrating move-in date and payment acknowledgement, as well as overall level of attention owner has given to the tenant.

E.) Bank statement printouts demonstrating personal check and cashier check deposits and amounts.

F.) Inspection Report conducted on 8/17/16

---

**Based on the evidence submitted above the property owner's position remains that this petition should be dismissed for the following reasons:**

This property is exempt from rent control and is subject to provisions under Costa Hawkins.

This parcel is one dwelling unit with multiple storage buildings and garages on an oversized lot.

As stated in the earlier narrative, Ms. Bolanos' lease includes use of ALL structures on the property lot.

**Additional Information:**

Concerning the habitability issues, some points were addressed in the original response. The owner refutes all assertions made by the tenant and her attorney. Further, on 1/25/20 Thom Fresquez conducted a home inspection with Ms. Bolanos present. A follow-up letter was sent to Ms. Bolanos regarding the visit. At no time did Ms. Bolanos mention any items needing attention, including the heater or supposed mold. Mr. Fresquez did not witness any of the mold that is noted in Addendum B.

15.08.170 - Definitions (HSC Section 17910, et seq.).

(A)

For the purpose of this Code, certain terms, phrases, words, and their derivatives shall be construed as specified either in this Section or as specified in the Oakland Building Construction Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged, copyright 2016,* shall be considered as providing ordinary accepted meanings. Words in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

ACCESSORY BUILDING is a detached subordinate building, the use of which is customarily incidental to that of the main building or the main use of the land and which is located on the same lot or parcel with the main building of use.

APARTMENT HOUSE is a residential building or portion thereof which contains three or more dwelling units and, for the purposes of this Code, includes residential condominiums and Joint Live Work Quarters and Urban Core/Conversion Residence Quarters as defined in the Oakland Building Code.

BEDROOM is a sleeping room having a minimum 2 feet 4 inches wide by 6 feet 8 inches high door opening communicating directly with other internal areas of a dwelling unit and containing a separate closet.

BUILDING CODE is the Oakland Building Construction Code, as currently adopted and amended.

BUILDING OFFICIAL is the Official in charge of the Building Department of the City of Oakland, or his or her designee, and his or her successor in title.

COMMUNITY KITCHEN is a kitchen in a hotel or lodging house used individually or collectively by the occupants, but not used commercially to serve a dining room or the public.

CONGREGATE RESIDENCE is any residential building or portion thereof that contains facilities for living, sleeping and sanitation, as required by this Code, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, convent, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes, hotels, motels, or lodging houses.

COURT is a space, open and unobstructed to the sky, located at or above finished grade on a lot and bounded on three or more sides by walls of a building.

DWELLING is a residential building or portion thereof which contains not more than two dwelling units.

(A) DWELLING UNIT is a residential building, or portion thereof, which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation for not more than one family or a congregate residence for not more than 10 persons.

EFFICIENCY DWELLING UNIT is a dwelling unit containing only one habitable room and meeting the requirements of Section 15.08.210.B, Exception 1, of this Code.

FIRE CHIEF is the Chief of the Fire Services Agency of the City of Oakland, or his or her designee, and his or her successor in title.

GUEST ROOM is a room or rooms used or intended to be by used for sleeping purposes by a person hiring or occupying the room or rooms. Every 100 square feet of superficial floor area in a dormitory shall be considered to be a guest room.

HABITABLE SPACE (ROOM) is space in a residential building or structure intended or used for living, sleeping, eating, or cooking. Bathrooms, water closet compartments, closets, halls, storage or utility space, and similar areas are not considered habitable space.

HEALTH OFFICER is head of the Department of Environmental Health of Alameda County, or his or her designee.

HEARING EXAMINER is a person who is qualified by training and experience to conduct administrative hearings of appeals in accordance with Article IX of this Code.

HOT WATER is potable water supplied to plumbing fixtures at a temperature of not less than 110° F.

HOTEL (MOTEL) is a residential building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied, or which are occupied for sleeping purposes by guests.

HOUSEKEEPING ROOM is a dwelling unit containing only one habitable room and meeting the requirements of Section 15.08.210.B, Exception 2, of this Code.

LODGING HOUSE is any building or portion thereof containing not more than five guest rooms where rent is paid in money, goods, labor, or otherwise.

LOT is a subdivided piece or parcel of land fronting on a public street or a private access easement and described by reference to a recorded plat or by metes and bounds.

MECHANICAL CODE is the Oakland Building Construction Code, as currently adopted and amended.

NUISANCE is one or more of the following:

1. A public nuisance known at common law or in equity jurisprudence;
2. An attractive nuisance that may prove detrimental to children whether in a building, on the premises of a building, or on an unoccupied lot, including but not limited to, an abandoned well, shaft, basement, pool or pond, or excavation; an abandoned

refrigerator or motor vehicle; a structurally unsound fence or structure; lumber, trash, fence, debris, or vegetation; or narcotics or other controlled substances and related paraphernalia that may prove a hazard for inquisitive minors;

3. Whatever is unsafe to life and limb, as determined by the Building Official or the Fire Chief, or detrimental to public health or the health of the occupants, as determined by the Health Officer;
4. Overcrowding a room with occupants;
5. Insufficient ventilation or illumination;
6. Inadequate or unsanitary sewage disposal system or plumbing facilities;
7. Uncleanliness, as determined by the Health Officer;
8. Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the Health Officer.

OCCUPANT is any person using any building or structure or portion thereof as habitable space, with or without the knowledge or consent of the property owner.

OPEN STORAGE is storage on private property other than in a completely enclosed building. Materials shall be deemed to be held in Open Storage even though screened from public view, or view of residents of adjacent property, by a fence or other such partition.

OPERATOR is any person who has charge, care, or control of a building, or part thereof, in which dwelling units or guest rooms are let.

PLUMBING CODE is the Oakland Building Construction Code as currently adopted and amended.

PUBLIC CORRIDOR (HALLWAY) is an enclosed, continuous and unobstructed means of egress to a public way which includes an intervening hallway, passageway, vestibule, stairway, landing, or platform within a building, but not within any apartment, guest room, or suite of rooms.

RECYCLABLES are materials, goods, vehicles, machinery, appliances, products or articles, either new or used, with or without monetary value, which are suitable for re-use.

RESIDENTIAL BUILDING is a building or structure, or portion thereof, which is used or designed or intended to be used for human habitation including living, sleeping, cooking or eating or any combination thereof.

ROOM is an unsubdivided and enclosed portion of the interior of a building but not including an enclosed show window.

RUBBISH is combustible and noncombustible waste material, other than garbage (solid organic waste), including, but not limited to, paper stock, rags, cartons, boxes, wood, excelsior, rubber, leather, vegetation trimmings and cuttings, cans, metal, mineral matter, glass, crockery, dust, and the residue from burning

wood, coal, or coke.

SLEEPING ROOM is a habitable room in a residential building which does not contain a water heater, water closet, bidet, bathtub, shower receptor, clothes washer or dryer, or food cooking appliance; and does not open directly into a garage or carport; and otherwise meets minimum standards of health and safety for sleeping as determined by the Building Official.

VENT SHAFT is a court which is used to ventilate a water closet, bath, shower receptor, utility room or other service room.

WINDOW is a glazed exterior opening, including a glazed door, which opens onto a yard, court, or a vent shaft.

YARD is an open space, other than a court, unobstructed from the ground to the sky, except where specifically provided by this Code, on the lot on which a building is situated.

(Ord. No. 13407, § 4(Exh. A), 12-13-2016)

A

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**CIVIL CODE - CIV**

**DIVISION 3. OBLIGATIONS [1427 - 3273]** *( Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14. )*

**PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273]** *( Part 4 enacted 1872. )*

**TITLE 5. HIRING [1925 - 1997.270]** *( Title 5 enacted 1872. )*

**CHAPTER 2.7. Residential Rent Control [1954.50 - 1954.535]** *( Title 5 added by Stats. 1995, Ch. 331, Sec. 1. )*

**1954.50.** This chapter shall be known and may be cited as the Costa-Hawkins Rental Housing Act.

*(Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.)*

**1954.51.** As used in this chapter, the following terms have the following meanings:

(a) "Comparable units" means rental units that have approximately the same living space, have the same number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

(b) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

(c) "Prevailing market rent" means the rental rate that would be authorized pursuant to 42 U.S.C.A. 1437 (f), as calculated by the United States Department of Housing and Urban Development pursuant to Part 888 of Title 24 of the Code of Federal Regulations.

(d) "Public entity" has the same meaning as set forth in Section 811.2 of the Government Code.

(e) "Residential real property" includes any dwelling or unit that is intended for human habitation.

(f) "Tenancy" includes the lawful occupation of property and includes a lease or sublease.

*(Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.)*

**1954.52.** (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

(1) It has a certificate of occupancy issued after February 1, 1995.

(2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.

(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(i) A dwelling or unit where the preceding tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827.

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of the unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001, unless the rent amount is governed by a different provision of this chapter. However, if a condominium dwelling or unit meets the criteria of paragraph (1) or (2) of subdivision (a), or if all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.

000250

(C) Where a dwelling or unit in which the initial or subsequent rental rates are controlled by an ordinance or charter provision in effect on January 1, 1995, the following shall apply:

(i) An owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all existing and new tenancies in effect on or after January 1, 1999, if the tenancy in effect on or after January 1, 1999, was created between January 1, 1996, and December 31, 1998.

(ii) Commencing on January 1, 1999, an owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all new tenancies if the previous tenancy was in effect on December 31, 1995.

(iii) The initial rental rate for a dwelling or unit as described in this paragraph in which the initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not, until January 1, 1999, exceed the amount calculated pursuant to subdivision (c) of Section 1954.53. An owner of residential real property as described in this paragraph may, until January 1, 1999, establish the initial rental rate for a dwelling or unit only where the tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) Subdivision (a) does not apply where the owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(c) Nothing in this section shall be construed to affect the authority of a public entity that may otherwise exist to regulate or monitor the basis for eviction.

(d) This section does not apply to any dwelling or unit that contains serious health, safety, fire, or building code violations, excluding those caused by disasters for which a citation has been issued by the appropriate governmental agency and which has remained unabated for six months or longer preceding the vacancy.

*(Amended by Stats. 2004, Ch. 568, Sec. 4. Effective January 1, 2005.)*

**1954.53.** (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies:

(1) The previous tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. For the purpose of this paragraph, the owner's termination or nonrenewal of a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, shall be construed as a change in the terms of the tenancy pursuant to Section 827.

(A) In a jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit, an owner who terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant may not set an initial rent for three years following the date of the termination or nonrenewal of the contract or agreement. For any new tenancy established during the three-year period, the rental rate for a new tenancy established in that vacated dwelling or unit shall be at the same rate as the rent under the terminated or nonrenewed contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant, plus any increases authorized after the termination or cancellation of the contract or recorded agreement.

(B) Subparagraph (A) does not apply to any new tenancy of 12 months or more duration established after January 1, 2000, pursuant to the owner's contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, unless the prior vacancy in that dwelling or unit was pursuant to a nonrenewed or canceled contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant as set forth in that subparagraph.

(2) The owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) The initial rental rate for a dwelling or unit whose initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not until January 1, 1999, exceed the amount calculated pursuant to subdivision (c).

(b) Subdivision (a) applies to, and includes, renewal of the initial hiring by the same tenant, lessee, authorized subtenant, or authorized sublessee for the entire period of his or her occupancy at the rental rate established for the initial hiring.

(c) The rental rate of a dwelling or unit whose initial rental rate is controlled by ordinance or charter provision in effect on January 1, 1995, shall, until January 1, 1999, be established in accordance with this subdivision. Where

EAST BAY
MUNICIPAL UTILITY DISTRICT

(B)

May 13, 2020

Mrs. Gina Oliveiri-Fresquez
[redacted]

**Re: 959 42nd Street, #Rear**
**Oakland, CA 94608**
**Meter # : 86242124**

Dear Mrs. Gina Oliveiri-Fresquez:

Our record shows that there is no active water service at the above referenced address for about 10 years.

Should you have any questions regarding this matter, please call our Contact Center at 1-866-403-2683 between the hours of 8:00 and 4:30pm, Monday thru Friday.

Sincerely,

Contact Center
East Bay Municipal Utility District

Construction Date: AV # 118976970 959 42ND ST OAKLAND

B

From: Johnson, DJ (dajj@pge.com)

To: thom_fresquez@sbcglobal.net

Date: Wednesday, May 13, 2020, 10:02 AM PDT

Good Morning Thomas,

The gas meter removal is scheduled for **5-19-20 between 8a-12p.** Someone must be on site to provide access to the home (they may need to light pilot lights, safety check, etc).

Please be advised the *appointment is scheduled barring and emergencies or inclement weather.* Thank you and have a good day.

**DJ JOHNSON** | Sr. New Business Representative

Service Planning | 4801 Oakport St, Oakland, CA 94601

E: dajj@pge.com | O: 510-437-2007 | M: 510-682-0034

**From:** Johnson, DJ
**Sent:** Monday, May 11, 2020 4:49 PM
**To:** thom_fresquez@sbcglobal.net
**Subject:** RE: RFI: AV # 118976970 959 42ND ST OAKLAND

Hi Thomas,

The job has just been submitted to a clerk for scheduling. We are awaiting a date and I will notify you as soon as provided. Should hear back in the next 3-5 business days. Thank you and have a good evening.

**DJ JOHNSON** | Sr. New Business Representative

Service Planning | 4801 Oakport St, Oakland, CA 94601

E: dajj@pge.com | O: 510-437-2007 | M: 510-682-0034

**From:** Johnson, DJ
**Sent:** Monday, May 11, 2020 6:50 AM

**To:** thom_fresquez@sbcglobal.net
**Subject:** RE: RFI: AV # 118976970 959 42ND ST OAKLAND

Looks good, thank you. I will request scheduling before the day is up.

**DJ JOHNSON** | Sr. New Business Representative

Service Planning | 4801 Oakport St, Oakland, CA 94601

---

**From:** Thomas Fresquez <thom_fresquez@sbcglobal.net>
**Sent:** Friday, May 08, 2020 4:21 PM
**To:** Johnson, DJ <DAJJ@pge.com>
**Subject:** RE: RFI: AV # 118976970 959 42ND ST OAKLAND

*****CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*****

Done. Here you go.

## Details of Gas Charges

### 11/15/2019 - 12/09/2019 (25 billing days)

Service For: 959 42ND ST REAR
Service Agreement ID: 8613512217 CLOSED
Rate Schedule: G1 T Residential Service

**11/15/2019 – 11/30/2019** **Your Tier Usage** | 1 | 2 |

| | | |
|---|---|---|
| Tier 1 Allowance | 22.08 Therms (16 days x 1.38 Therms/day) | |
| Tier 1 Usage | 0.000000 Therms @ $1.30040 | $0.00 |
| Additional Transportation Charge* | | 1.58 |
| Oakland Utility Users' Tax (7.500%) | | 0.12 |

*Adjustment for a minimum transportation charge of $0.09863/day

**12/01/2019 – 12/09/2019** **Your Tier Usage** | 1 | 2 |

| | | |
|---|---|---|
| Tier 1 Allowance | 16.29 Therms (9 days x 1.81 Therms/day) | |
| Tier 1 Usage | 0.000000 Therms @ $1.36907 | $0.00 |
| Additional Transportation Charge* | | 0.89 |
| Oakland Utility Users' Tax (7.500%) | | 0.07 |

*Adjustment for a minimum transportation charge of $0.09863/day

**Total Gas Charges** **$2.66**

### Service Information

| | |
|---|---|
| Meter # | 40974274 |
| Current Meter Reading | 4,140 |
| Prior Meter Reading | 4,140 |
| Total Usage | 0.000000 Therms |
| Baseline Territory | T |
| Serial | S |

B

B

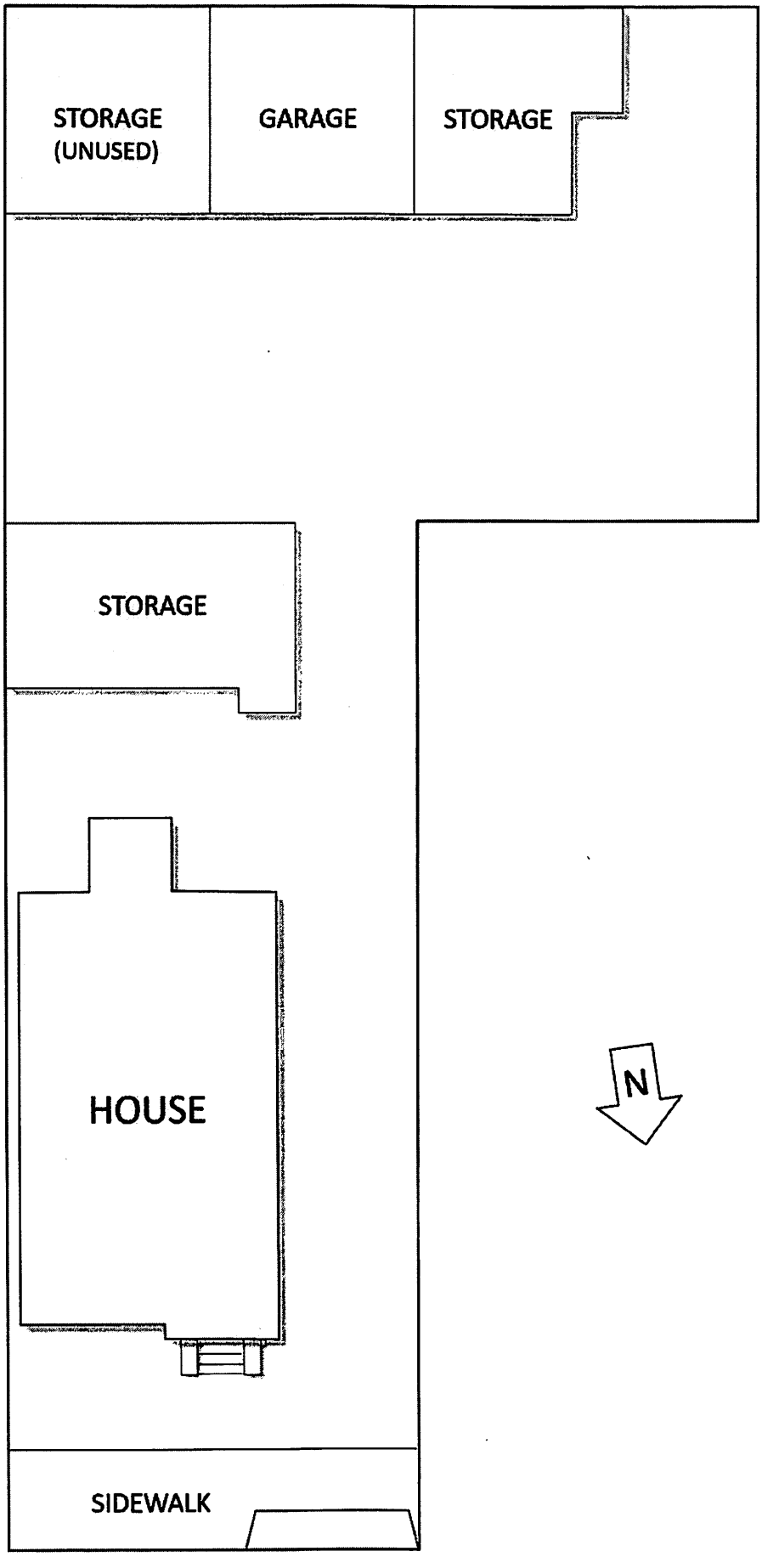
000256

Sent from AT&T Yahoo Mail on Android

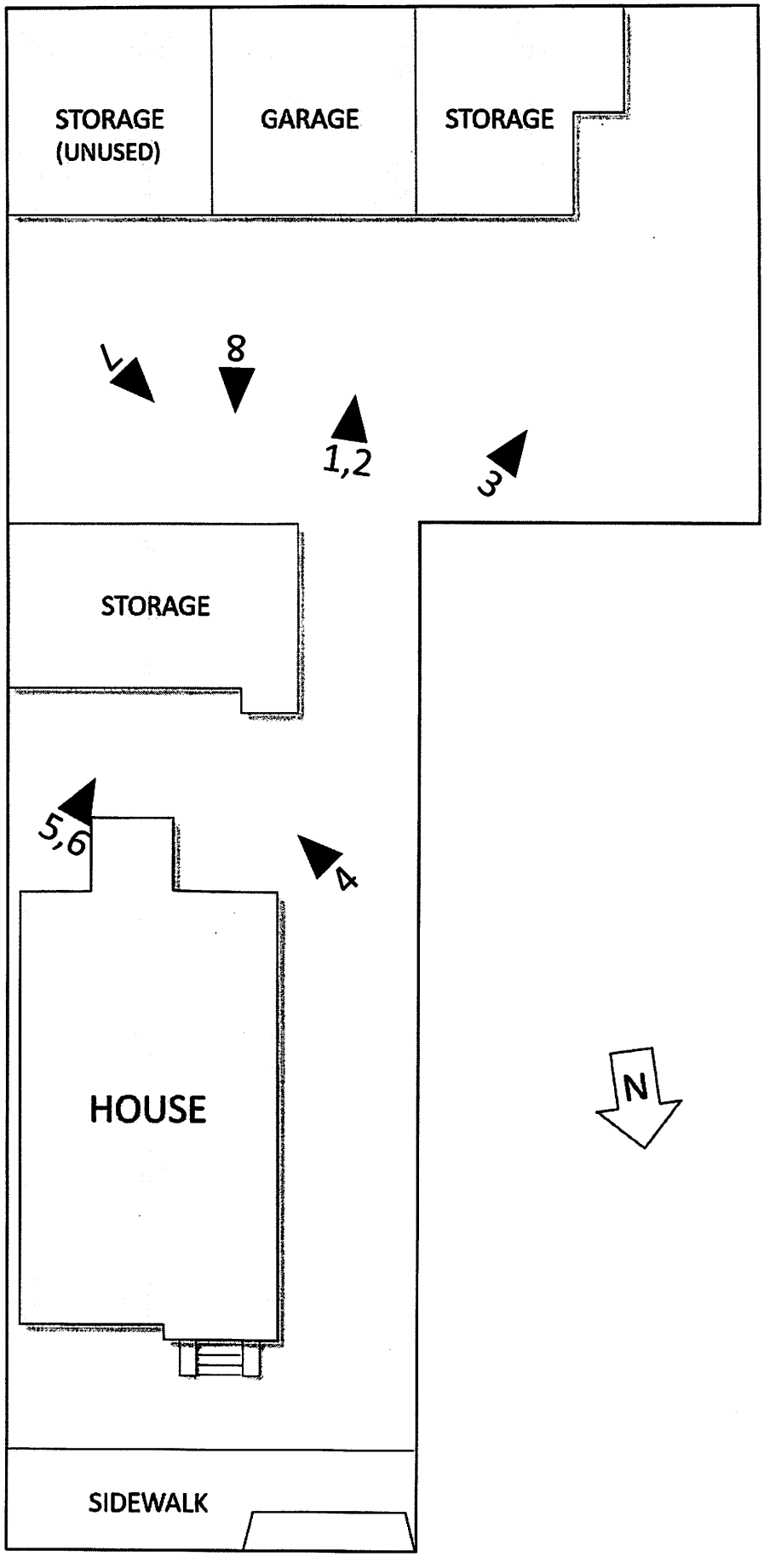
On Fri, May 8, 2020 at 12:40 PM, Johnson, DJ <DAJj@pge.com> wrote:

> Hi Thomas,
>
> Please send updated pic once affixed to the house line and I'll get you in the schedule. Thank you.

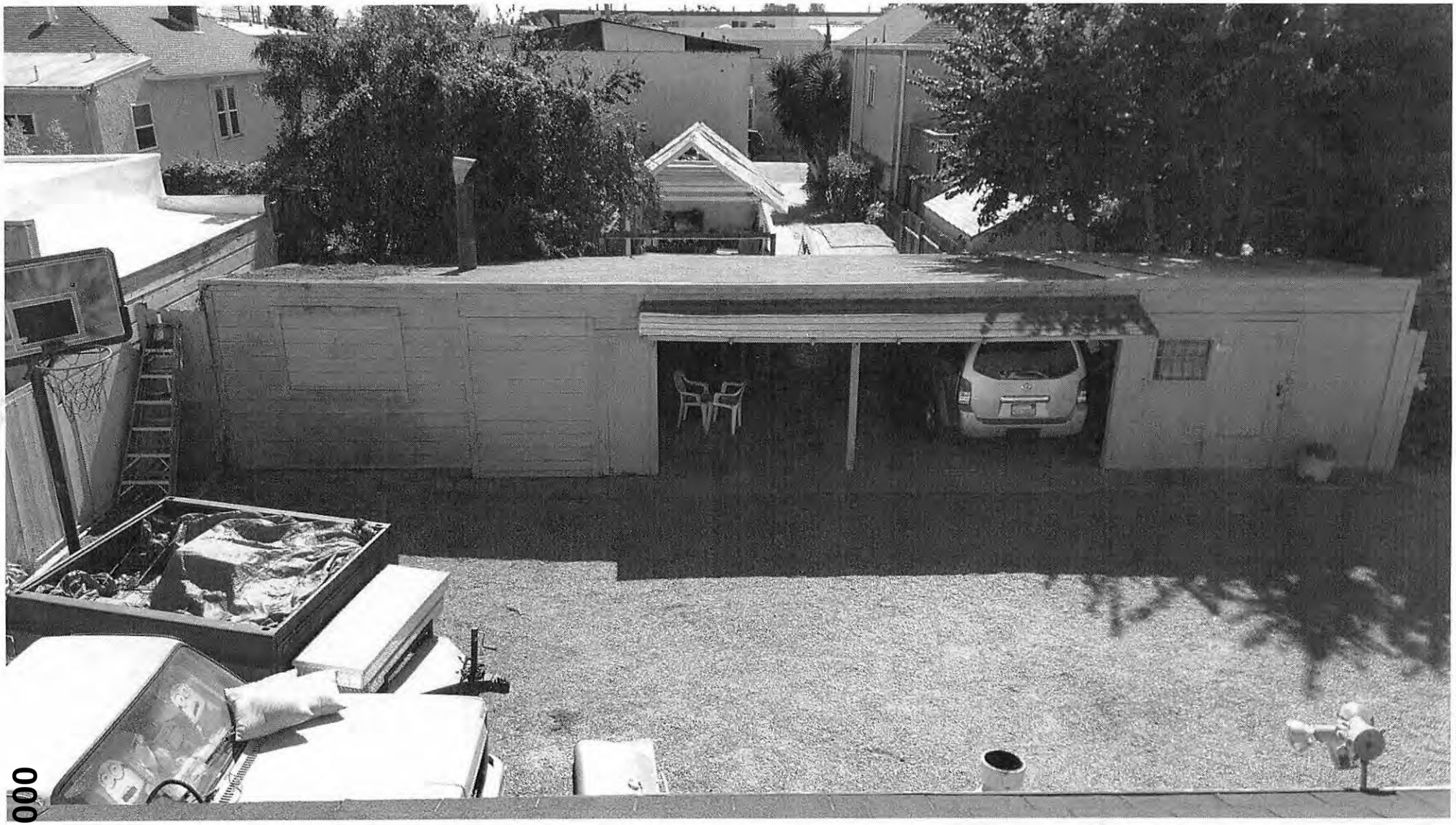
000257


STORAGE
(UNUSED)
GARAGE
STORAGE
STORAGE
HOUSE
N
SIDEWALK
42ND STREET

C


STORAGE
(UNUSED)
GARAGE
STORAGE
7
8
1,2
3
STORAGE
5,6
4
HOUSE
N
SIDEWALK
42ND STREET

000259



000260

October 3, 2016

000261

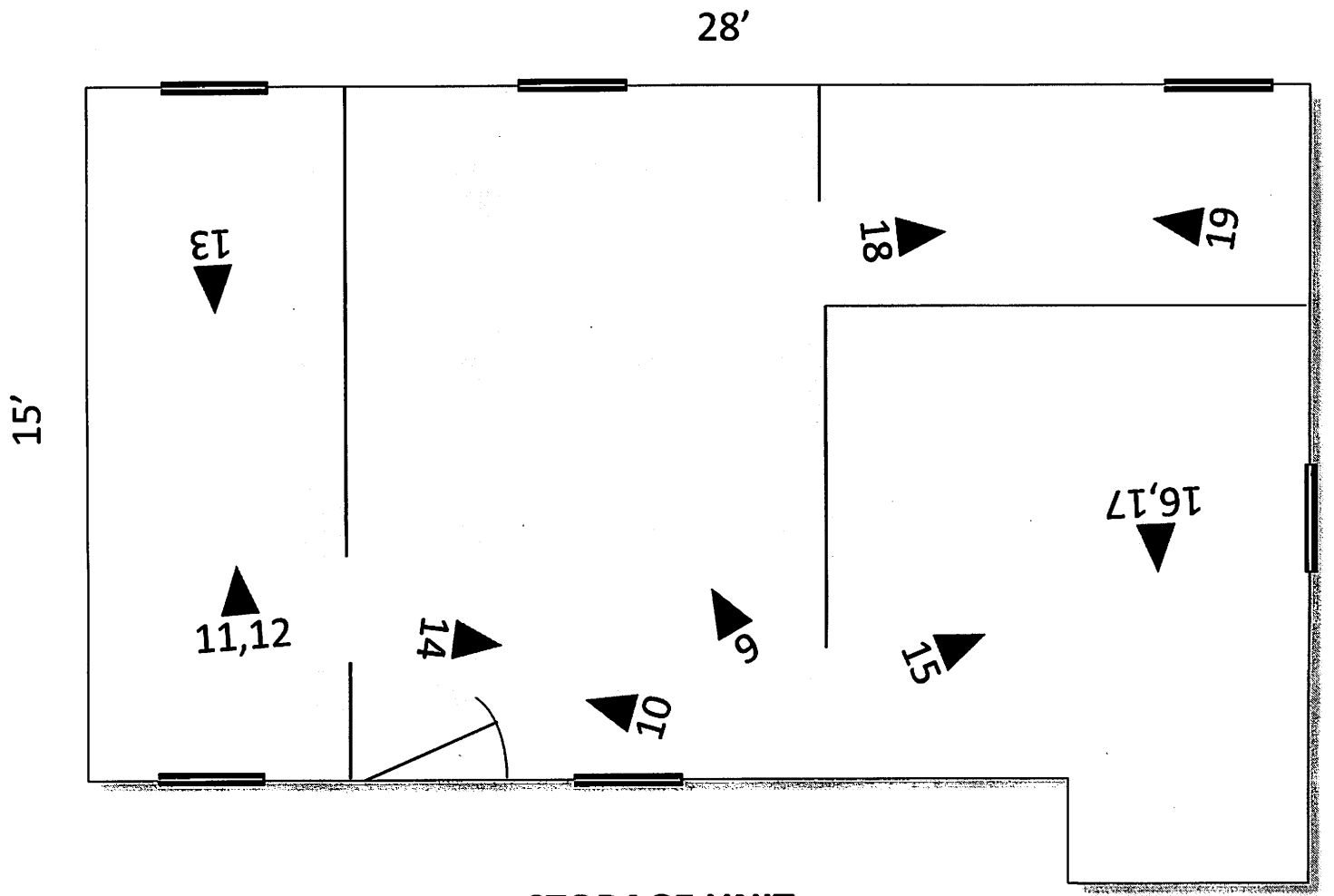
000262

000263

Feb 26, 2016

000264

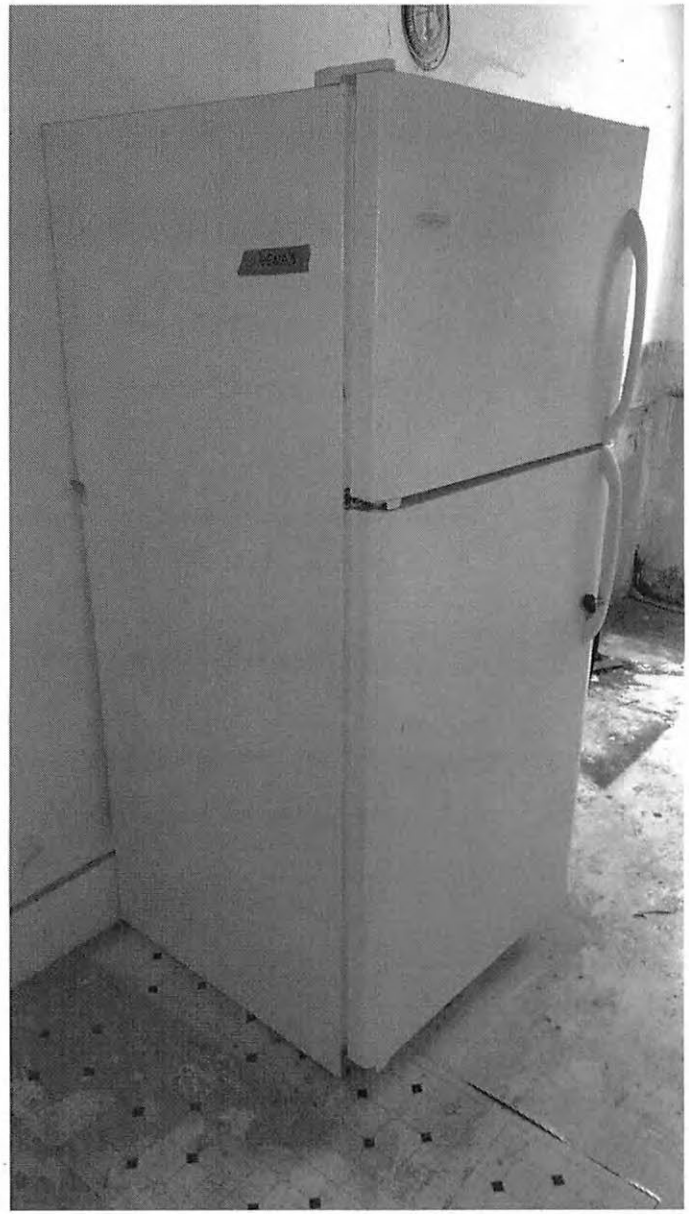
Feb 26, 2016



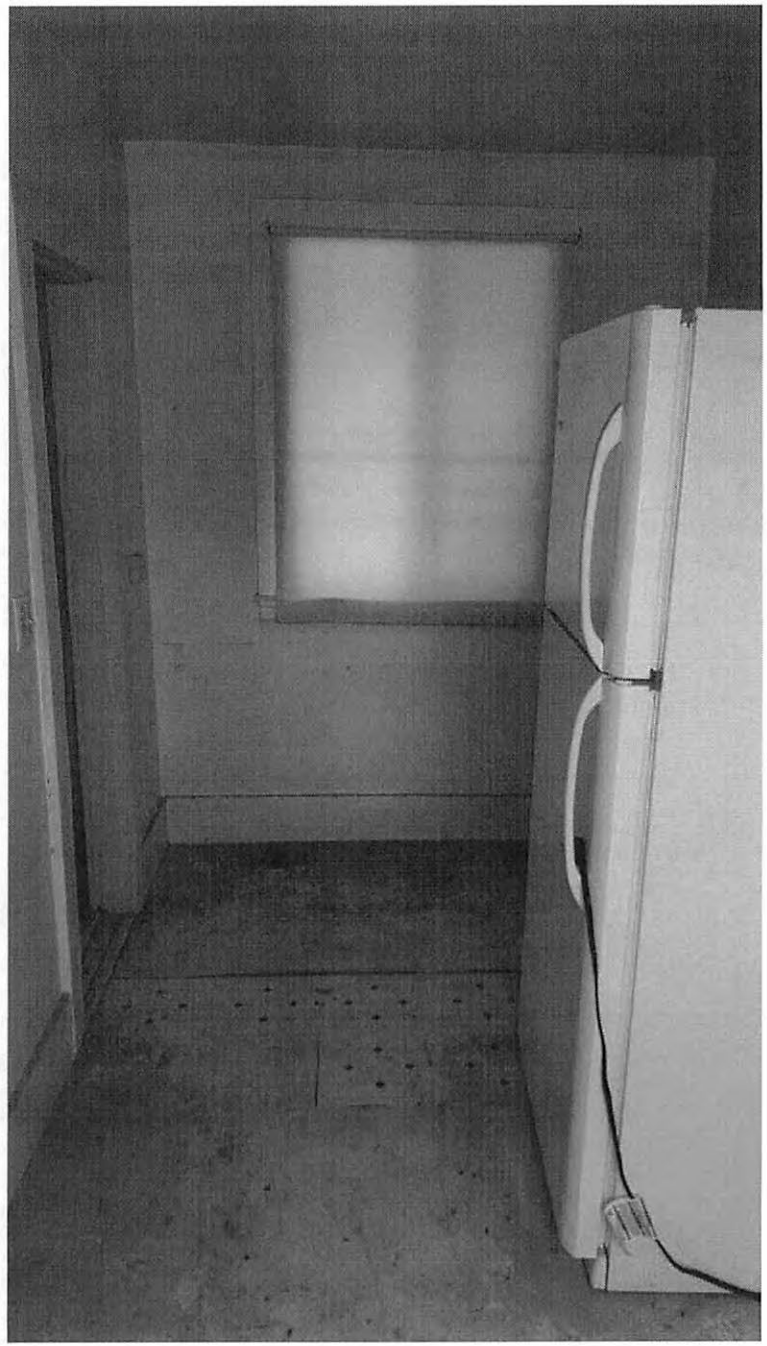

**STORAGE UNIT**

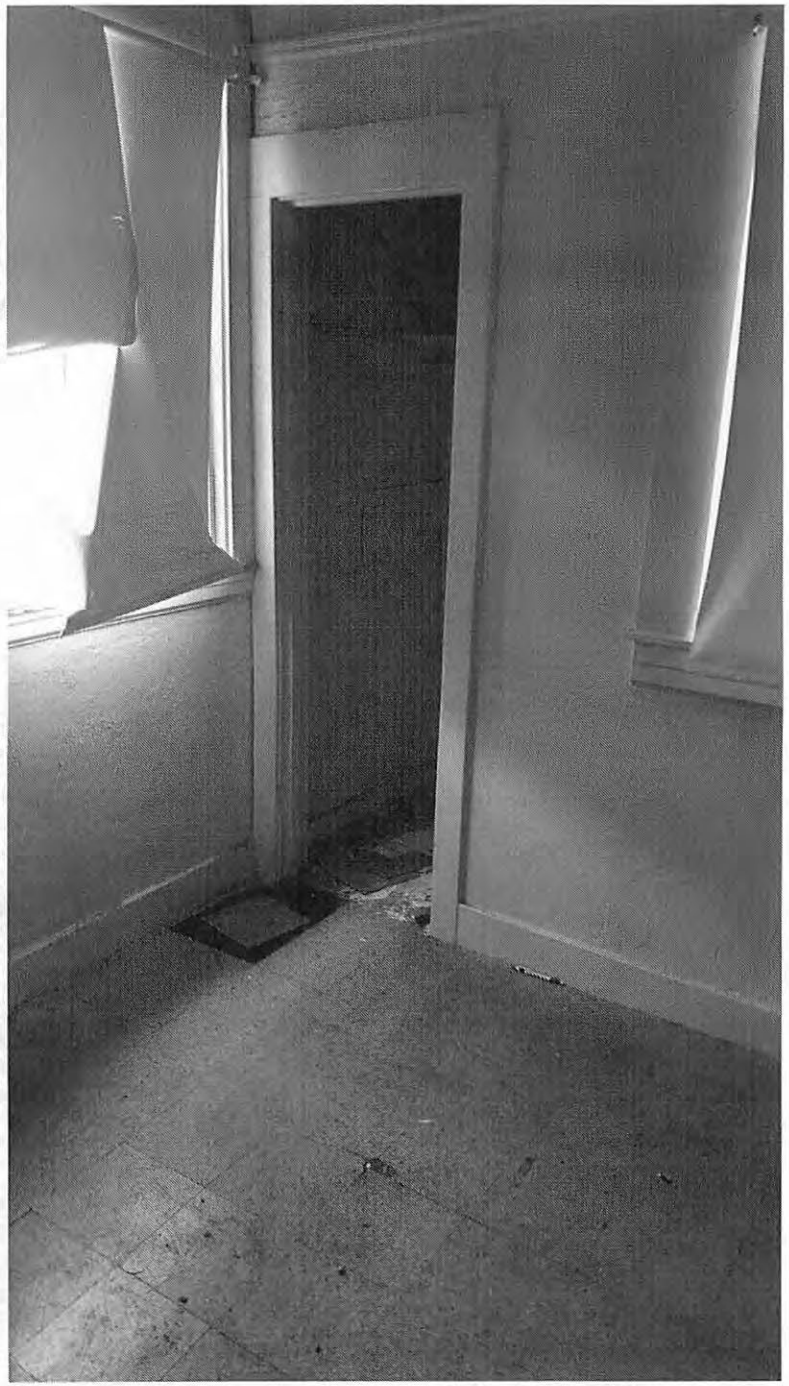
# Photo Number and Direction

000268

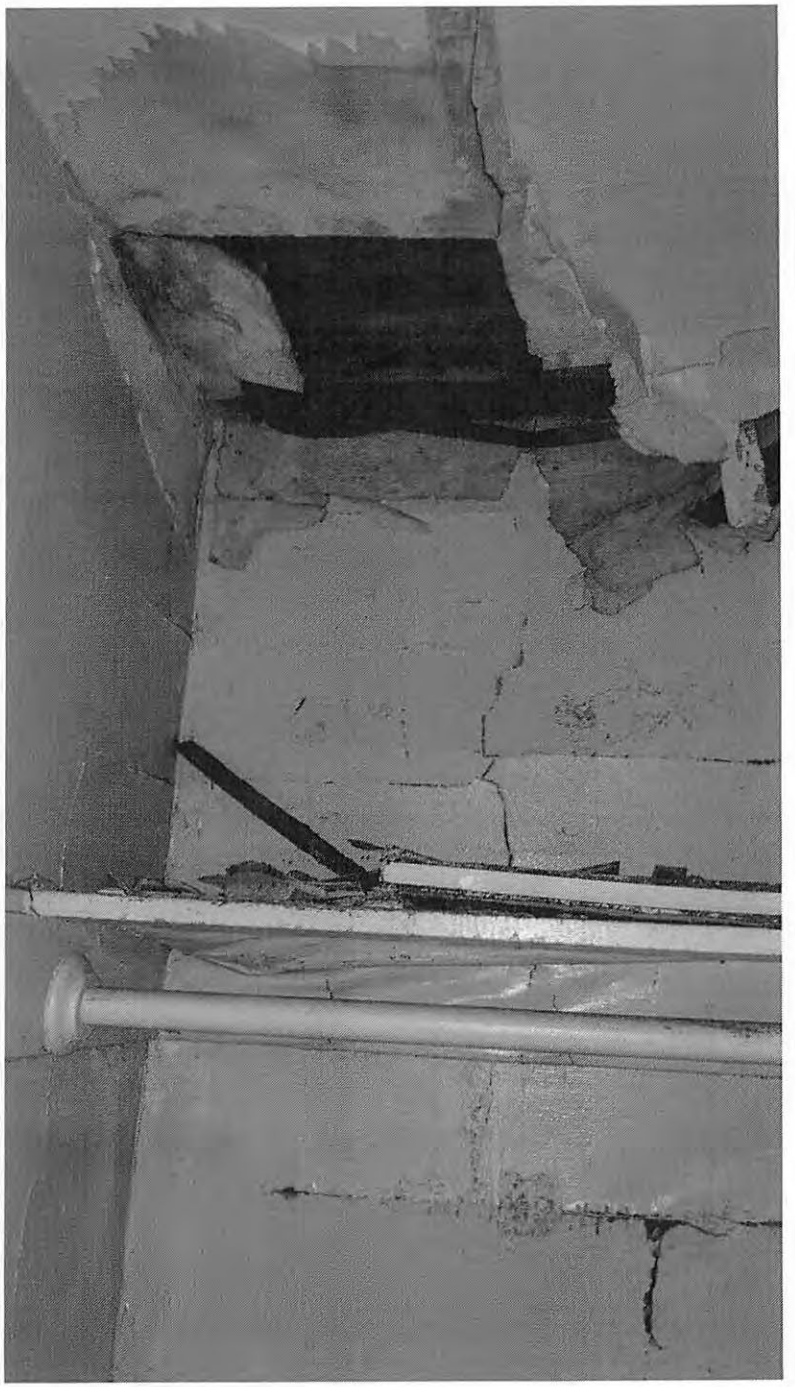


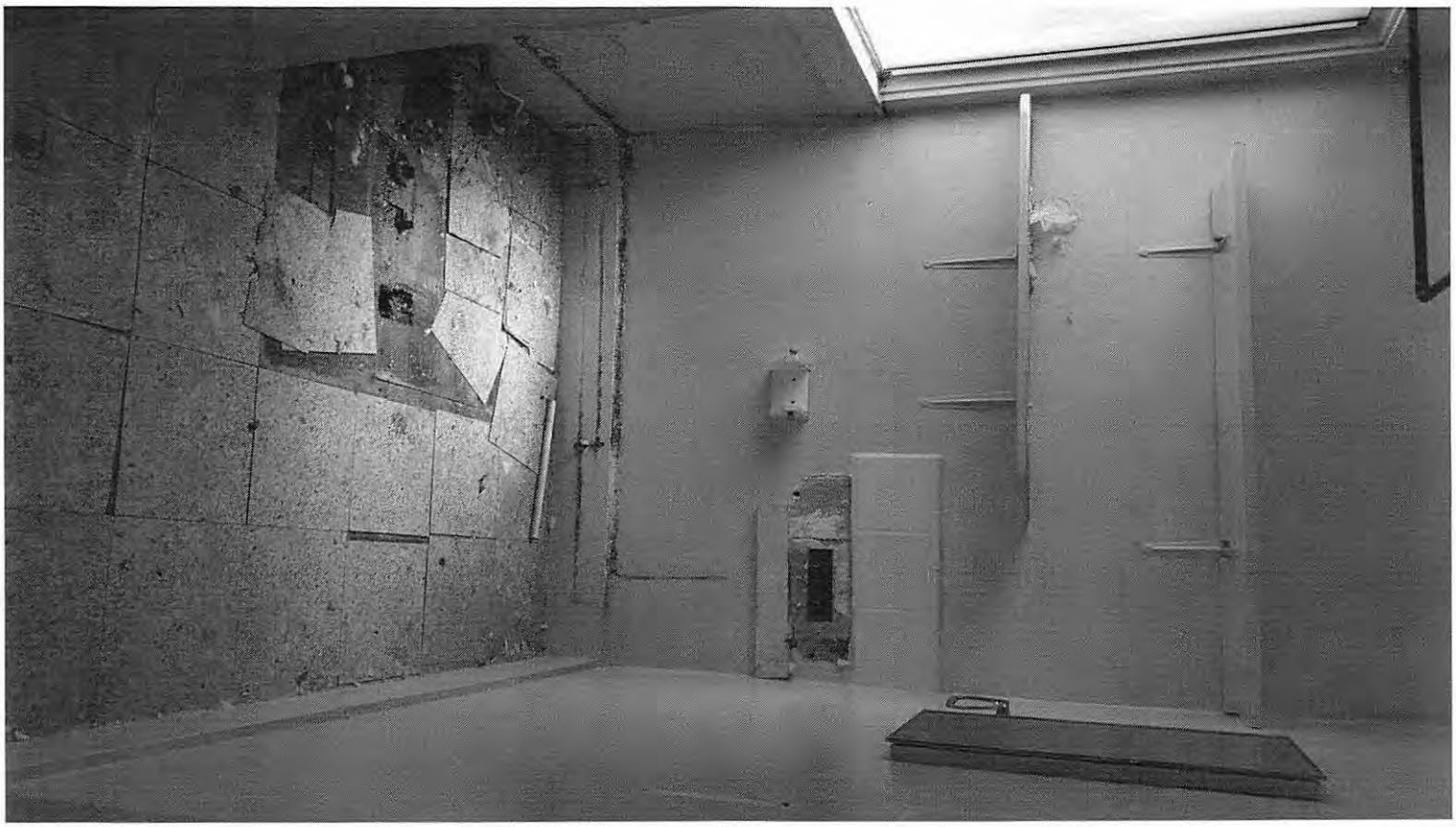
NENA'S





000276

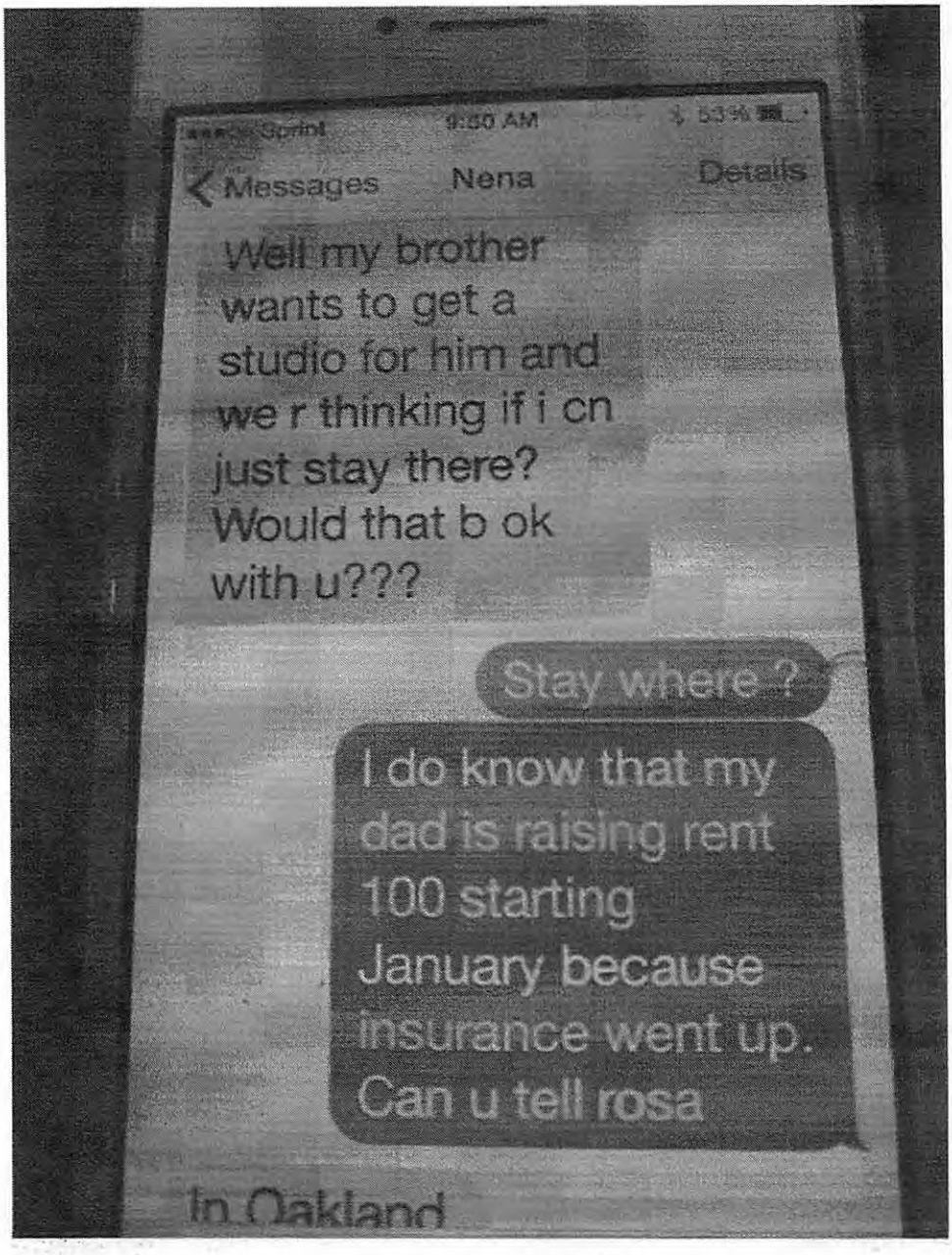




Move-IN Text Chain

(D)

9/23/2014


Sprint
9:50 AM
53%
Messages
Nena
Details
Well my brother wants to get a studio for him and we r thinking if i cn just stay there? Would that b ok with u???
Stay where ?
I do know that my dad is raising rent 100 starting January because insurance went up. Can u tell rosa
In Oakland

Messages
Nena
Details
House
I'm sure that's fine
Ok thanks so much!!!
Can u tell your mom about increase in rent
Yes
Sep 24, 2014, 11:42 AM
Gina hola! My brother is

9/24/2014

application right
now. They might
call u. So he put
some dates to
match with my
Concord time
cause my apt was
un
der his name. Feb
2002 he started
renting ur house
till Feb 2012. Then
he move out. And
came back to live
with me there at ur
house since

CHASE

Printed from Chase Personal Online

6/2018 – 2/2019 $1700.00
3/2019 – 1/2020 1800.00
2/20 – current 1980.00

(E)

$1,700.00
Total

Jun 6, 2018
Post date

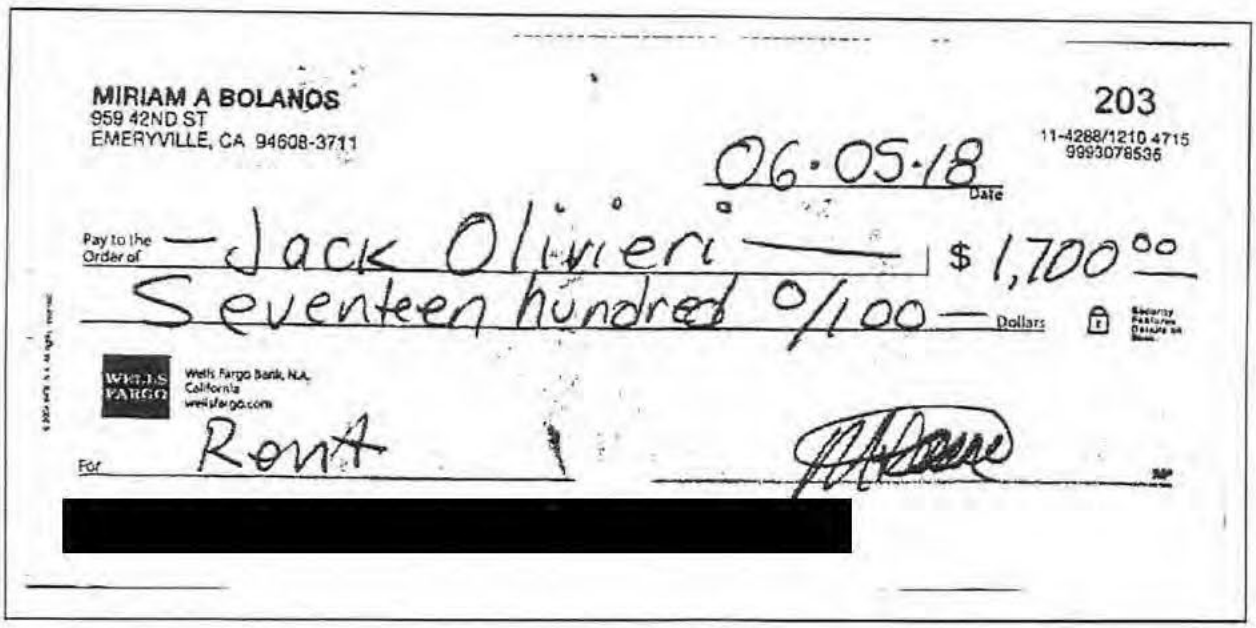
203
Check #

Deposit slip

$1,700.00

Checks

$1,700.00



MIRIAM A BOLANOS
959 42ND ST
EMERYVILLE, CA 94608-3711

203
11-4288/1210 4715
9993078535

06-05-18
Date

Pay to the Order of — Jack Olivieri — $ 1,700 00

Seventeen hundred 0/100 — Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

For Rent

[redacted]

Account # 9993078535

Routing # 121042882

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

CHASE

Printed from Chase Personal Online

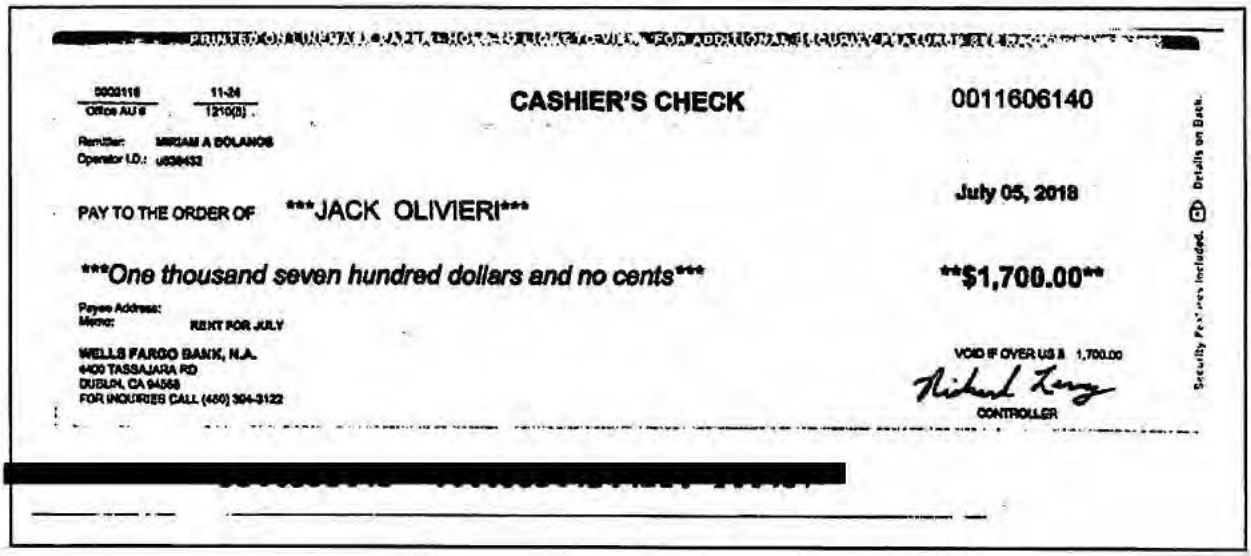
| $1,700.00 | Jul 6, 2018 | 11606140 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,700.00

Checks

$1,700.00



5003116 11-24
Office AU # 1210(8)

**CASHIER'S CHECK** 0011606140

Remitter: MIRIAM A BOLANOS
Operator I.D.: u638432

PAY TO THE ORDER OF ***JACK OLIVIERI*** July 05, 2018

***One thousand seven hundred dollars and no cents*** **$1,700.00**

Payee Address:
Memo: RENT FOR JULY

WELLS FARGO BANK, N.A.
4400 TASSAJARA RD
DUBLIN, CA 94568
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,700.00

CONTROLLER

Details on Back.

Account # [redacted]

Routing # [redacted]

JPMorgan Chase Bank, N.A. Member FDIC ©2020 JPMorgan Chase & Co. Equal Opportunity Lender

CHASE

Printed from Chase Personal Online

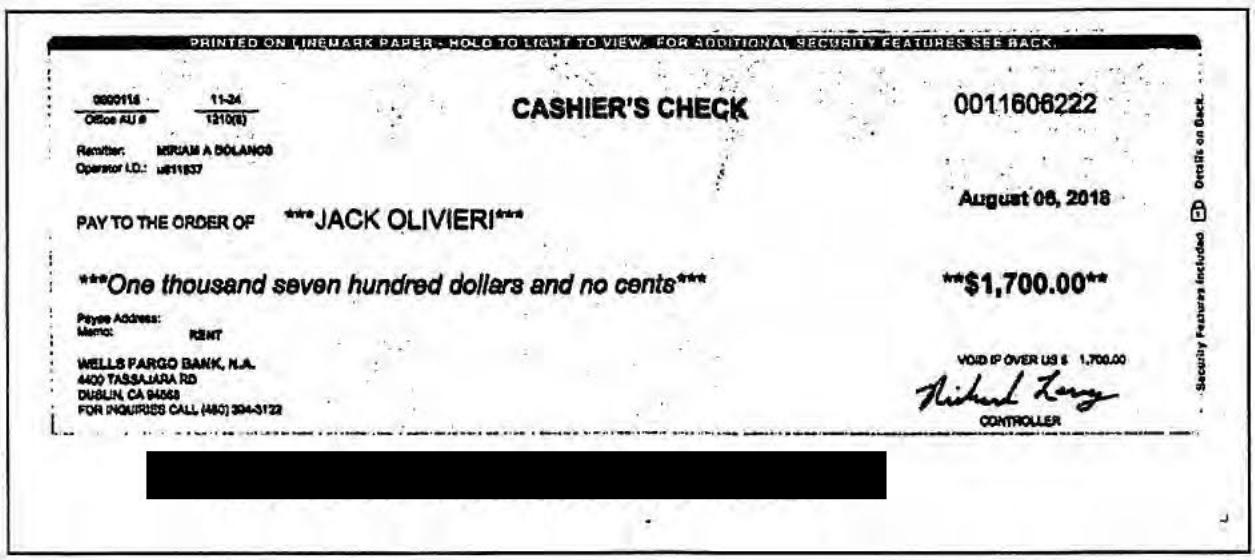
| $1,700.00 | Aug 7, 2018 | 11606222 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,700.00

Checks

$1,700.00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0000116 / Office AU # — 11-34 / 1210(6)

CASHIER'S CHECK

0011606222

Remitter: MIRIAM A SOLANGO
Operator I.D.: u811837

August 06, 2018

PAY TO THE ORDER OF ***JACK OLIVIERI***

***One thousand seven hundred dollars and no cents*** **$1,700.00**

Payee Address:
Memo: RENT

WELLS FARGO BANK, N.A.
4400 TASSAJARA RD
DUBLIN, CA 94568
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,700.00

CONTROLLER

Details on Back. Security Features Included

[redacted]

Account # [redacted]

Routing # [redacted]

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000286

CHASE

Printed from Chase Personal Online

$1,700.00
Total

Sep 7, 2018
Post date

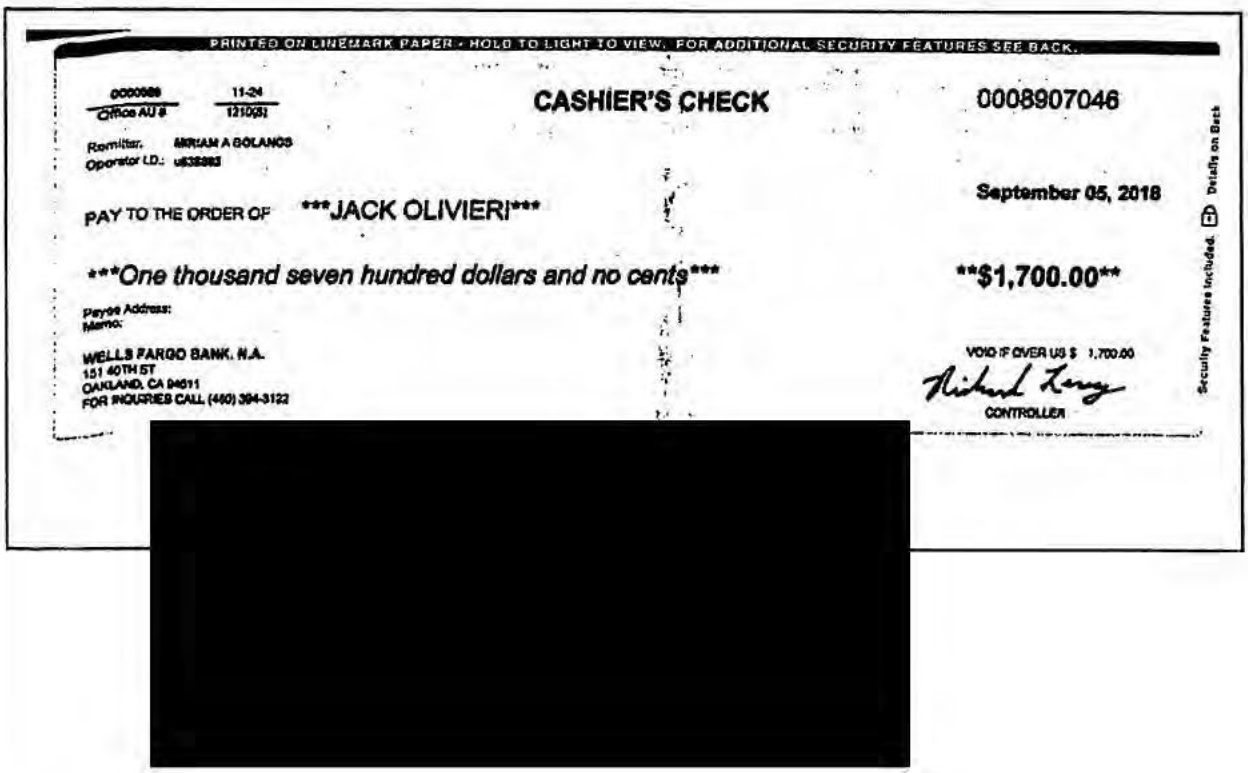
8907046
Check #

Deposit slip

$1,700.00

Checks

$1,700.00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0000988 Office AU # 11-24 121000

CASHIER'S CHECK

0008907046

Remitter: MIRIAM A SOLANOS
Operator I.D.: u838883

PAY TO THE ORDER OF ***JACK OLIVIERI***

September 05, 2018

***One thousand seven hundred dollars and no cents***

**$1,700.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
151 40TH ST
OAKLAND, CA 94611
FOR INQUIRIES CALL (460) 394-3122

VOID IF OVER US $ 1,700.00

CONTROLLER

Details on Back

Security Features Included

[redacted]

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

CHASE

Printed from Chase Personal Online

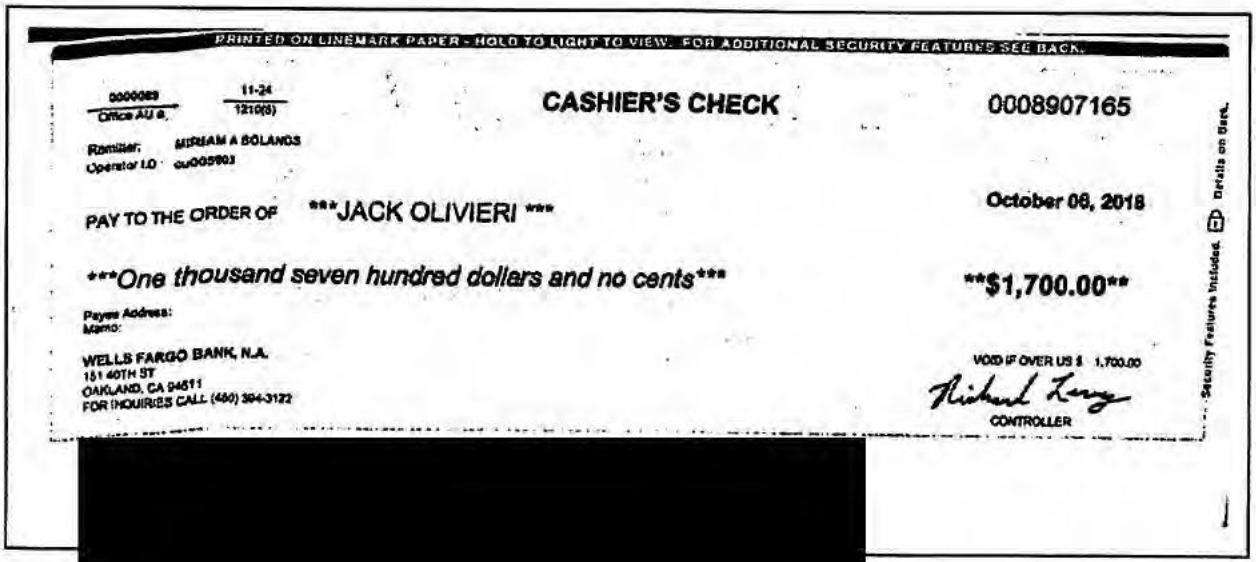
| $4,271.00 | Oct 10, 2018 | 2 |
|---|---|---|
| Total | Post date | Checks deposited |

Deposit slip

$4,271.00

Checks

$1,700.00



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0000089 Office AU 8 | 11-24 1210(8)

**CASHIER'S CHECK** 0008907165

Remitter: MIREAM A BOLANOS
Operator I.D.: au005903

PAY TO THE ORDER OF ***JACK OLIVIERI ***

October 08, 2018

***One thousand seven hundred dollars and no cents*** **$1,700.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
151 40TH ST
OAKLAND, CA 94611
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,700.00

CONTROLLER

Security Features Included. Details on Back.

[redacted]

$2,571.00



000288

CHASE

Printed from Chase Personal Online

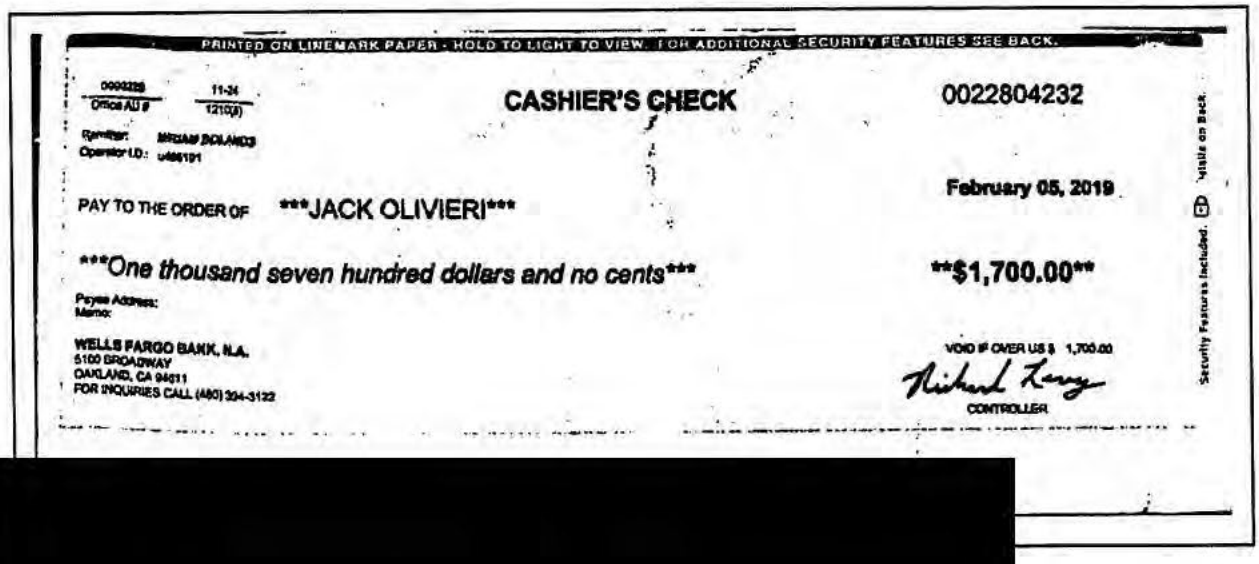
| $1,700.00 | Feb 19, 2019 | 22804232 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,700.00

Checks

$1,700.00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0000228 Office AU #

11-34 1210(9)

Remitter: MEGAN ROLANDO

Operator I.D.: u486191

CASHIER'S CHECK

0022804232

PAY TO THE ORDER OF ***JACK OLIVIERI***

February 05, 2019

***One thousand seven hundred dollars and no cents***

**$1,700.00**

Payee Address:

Memo:

WELLS FARGO BANK, N.A.
5100 BROADWAY
OAKLAND, CA 94611
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,700.00

Richard Levy

CONTROLLER

Security Features Included. Visible on Back.

[redacted]

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CHASE

Printed from Chase Personal Online

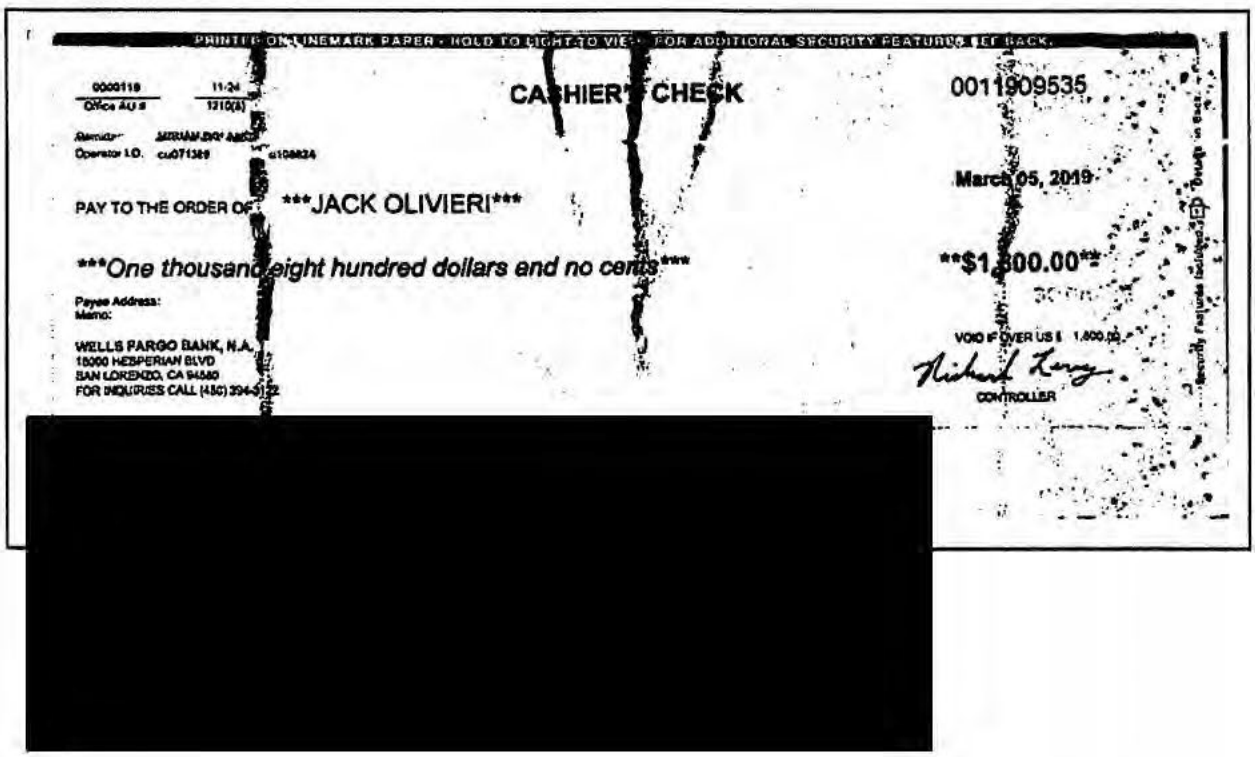
| $1,800.00 | Mar 12, 2019 | 11909535 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,800.00

Checks

$1,800.00




[redacted]

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CHASE

Printed from Chase Personal Online

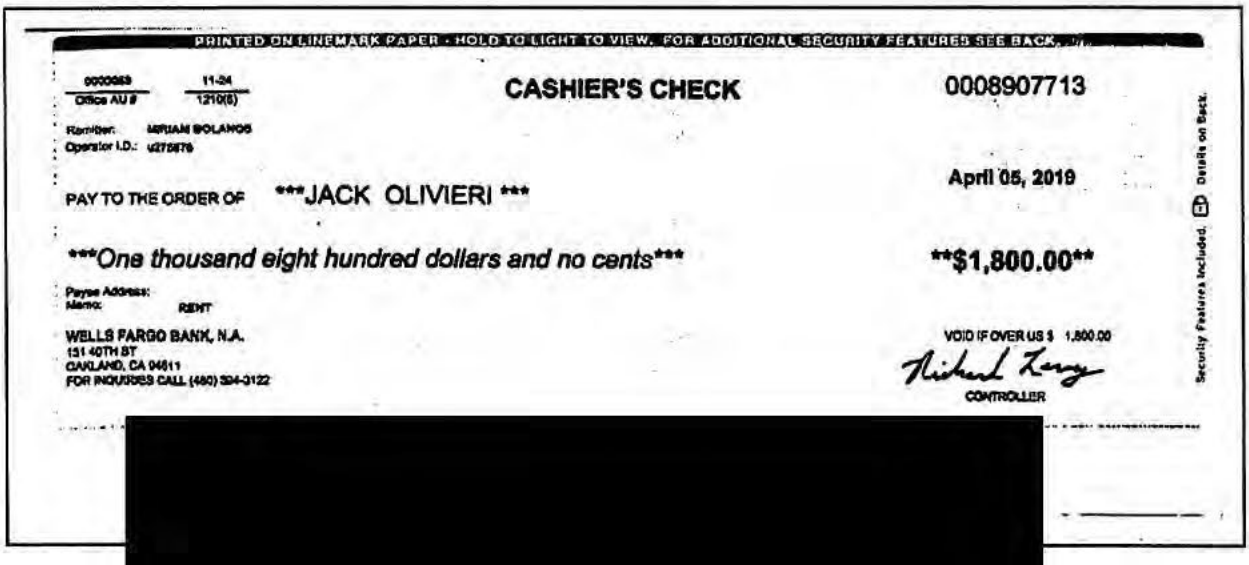
| $1,800.00 | Apr 9, 2019 | 8907713 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,800.00

Checks

$1,800.00



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0000069 Office AU # 11-24 1210(6)

CASHIER'S CHECK

0008907713

Remitter: MIRIAM BOLANOS
Operator I.D.: u275876

April 05, 2019

PAY TO THE ORDER OF ***JACK OLIVIERI ***

***One thousand eight hundred dollars and no cents***

**$1,800.00**

Payee Address:
Memo: RENT

WELLS FARGO BANK, N.A.
151 40TH ST
OAKLAND, CA 94611
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,800.00

CONTROLLER

Details on Back.

Security Features Included.

[redacted]

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CHASE

Printed from Chase Personal Online

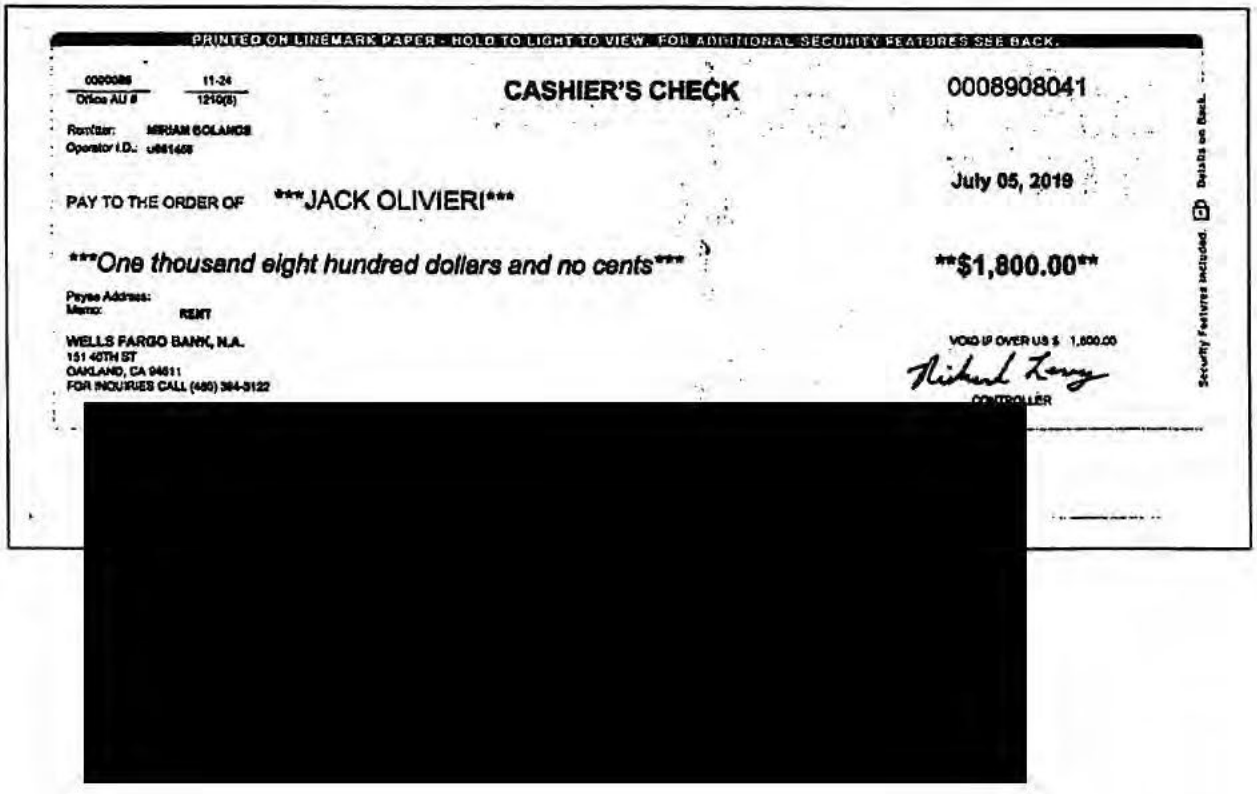
| $1,800.00 | Jul 19, 2019 | 8908041 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,800.00

Checks

$1,800.00



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0000086 Office AU # 11-24 1210(8)

CASHIER'S CHECK

0008908041

Remitter: MIRIAM GOLANCE
Operator I.D.: u661468

July 05, 2019

PAY TO THE ORDER OF ***JACK OLIVIERI***

***One thousand eight hundred dollars and no cents*** **$1,800.00**

Payee Address:
Memo: RENT

WELLS FARGO BANK, N.A.
151 40TH ST
OAKLAND, CA 94611
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,800.00

Richard Lacy
CONTROLLER

Details on Back.

Security Features Included.

[redacted]

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

CHASE

Printed from Chase Personal Online

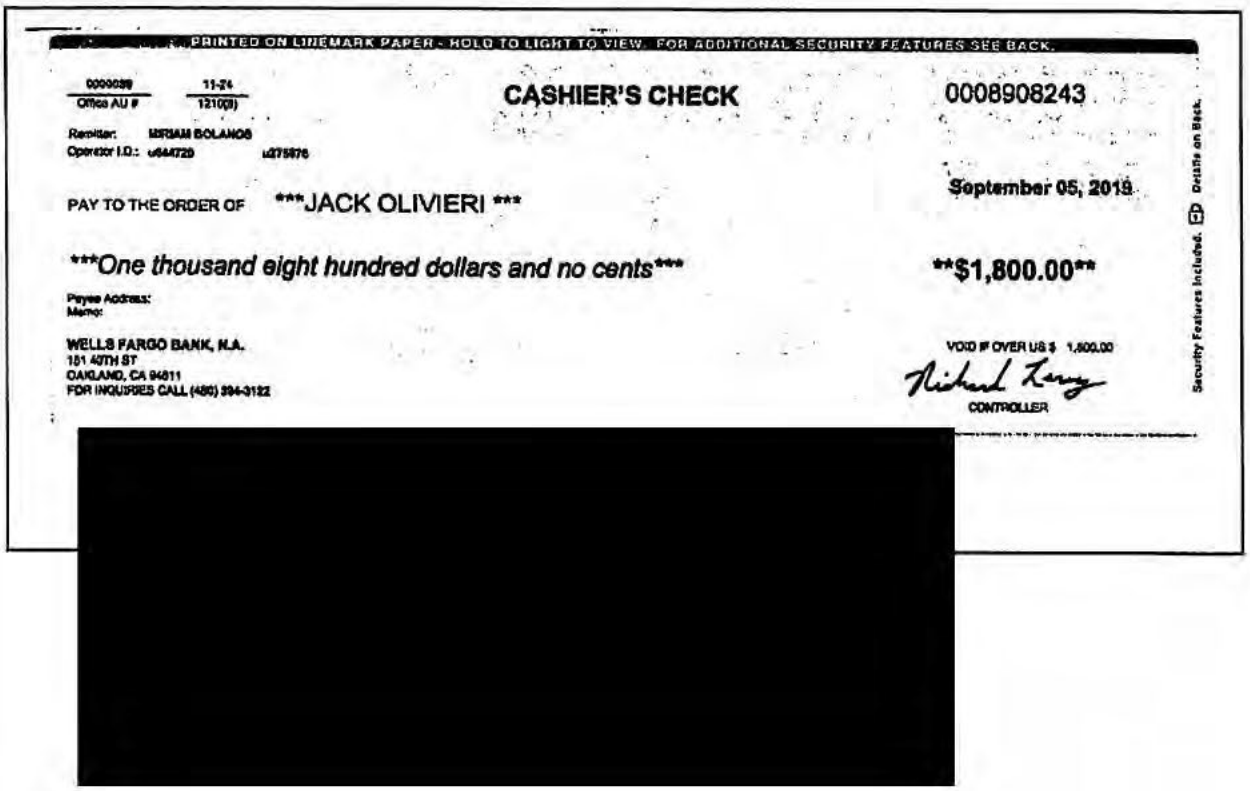
| $1,800.00 | Sep 24, 2019 | 8908243 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,800.00

Checks

$1,800.00



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0000089 Office AU # 11-24 1210(9)

CASHIER'S CHECK

0008908243

Remitter: MIRIAM SOLANOS
Operator I.D.: u644729 u275876

PAY TO THE ORDER OF ***JACK OLIVIERI ***

September 05, 2019

***One thousand eight hundred dollars and no cents***

**$1,800.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
151 40TH ST
OAKLAND, CA 94611
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,800.00

Richard Kenny
CONTROLLER

Details on Back. Security Features Included.

[redacted]

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

CHASE

Printed from Chase Personal Online

$1,800.00
Total

Oct 23, 2019
Post date

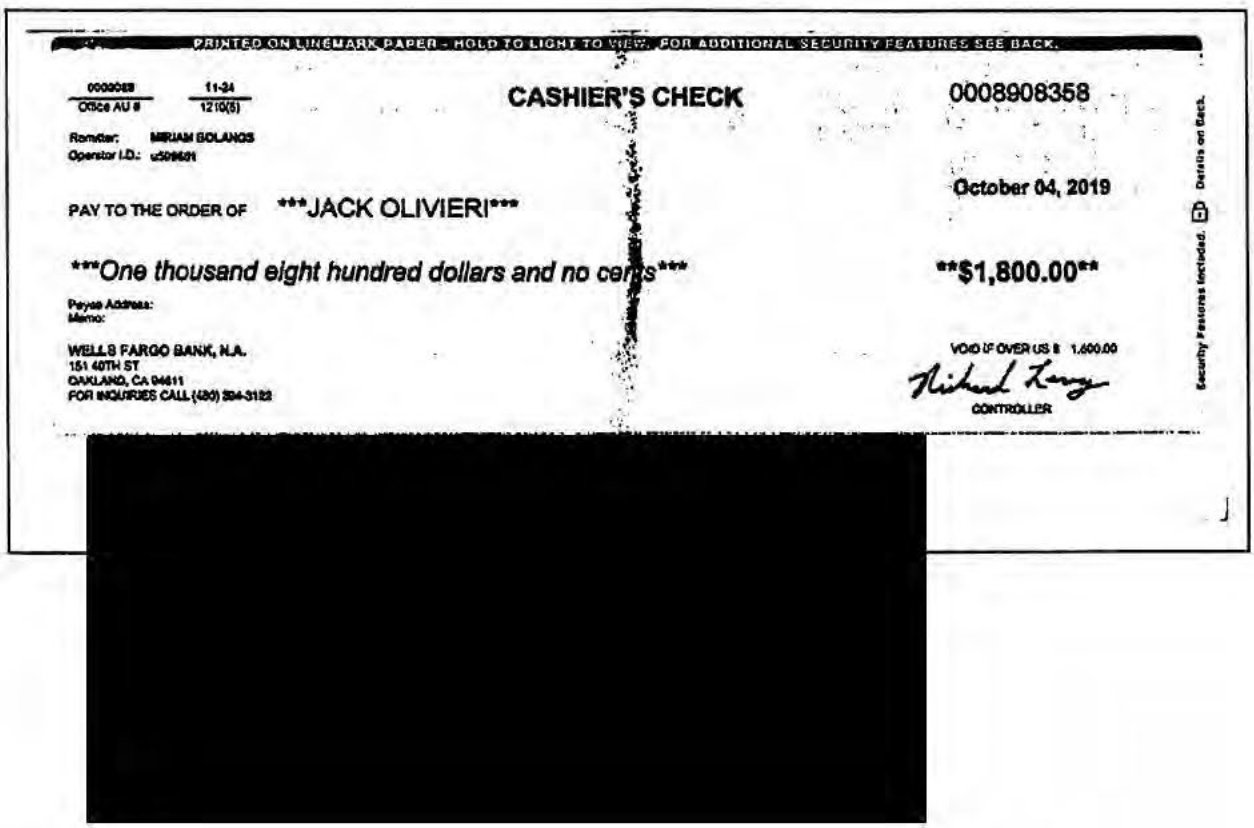
8908358
Check #

Deposit slip

$1,800.00

Checks

$1,800.00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0000088 Office AU # 11-34 1210(5)

CASHIER'S CHECK

0008908358

Remitter: MIRIAM SOLANOS
Operator I.D.: u209621

October 04, 2019

PAY TO THE ORDER OF ***JACK OLIVIERI***

***One thousand eight hundred dollars and no cents***

**$1,800.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
151 40TH ST
OAKLAND, CA 94611
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,800.00

Richard Lacy
CONTROLLER

Security Features Included. Details on Back.

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

CHASE

Printed from Chase Personal Online

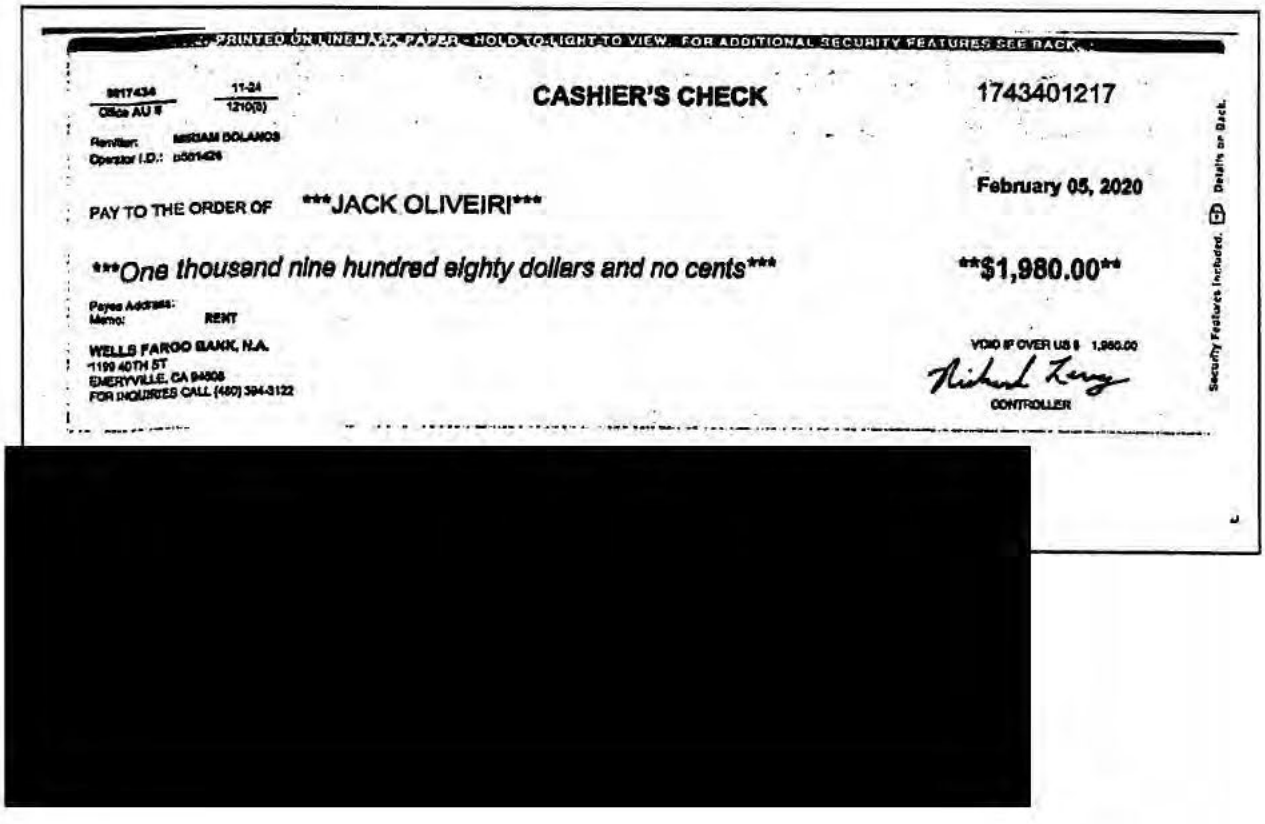
| $1,980.00 | Feb 18, 2020 | 1743401217 |
|---|---|---|
| Total | Post date | Check # |

Deposit slip

$1,980.00

Checks

$1,980.00


PRINTED ON LINEMAX PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

9817434 Office AU # 11-24 1210(3)

CASHIER'S CHECK 1743401217

Remitter: MIRIAM DOLANOS
Operator I.D.: n001426

PAY TO THE ORDER OF ***JACK OLIVEIRI*** February 05, 2020

***One thousand nine hundred eighty dollars and no cents*** **$1,980.00**

Payee Address:
Memo: RENT

WELLS FARGO BANK, N.A.
1199 40TH ST
EMERYVILLE, CA 94608
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,980.00

CONTROLLER

Security Features Included. Details on Back.

[redacted]

JPMorgan Chase Bank, N.A. Member FDIC ©2020 JPMorgan Chase & Co. Equal Opportunity Lender



000209

CHASE

Printed from Chase Personal Online

$1,800.00
Total

Mar 16, 2020
Post date

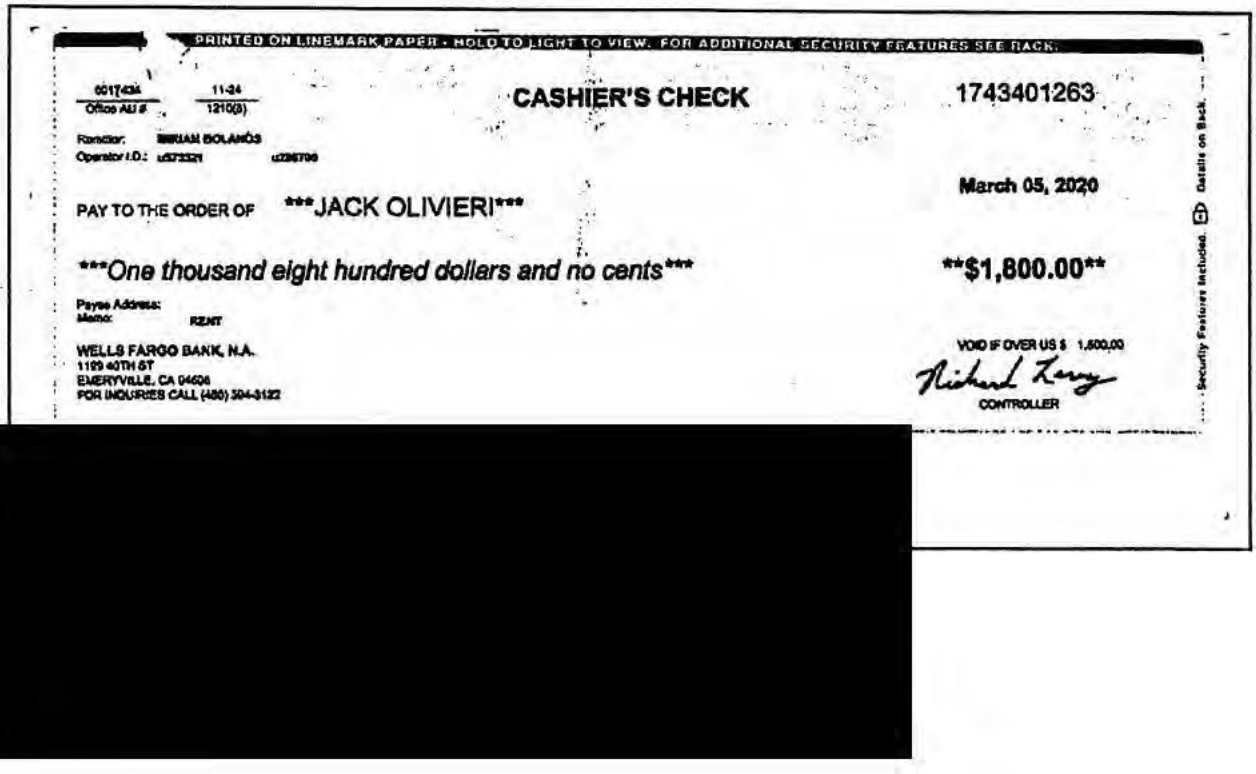
1743401263
Check #

Deposit slip

$1,800.00

Checks

$1,800.00


PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

6017434 / Office AU #
11-24 / 1210(3)

CASHIER'S CHECK

1743401263

Function: BRIAN BOLANOS
Operator I.D.: u572321 u236709

PAY TO THE ORDER OF ***JACK OLIVIERI***

March 05, 2020

***One thousand eight hundred dollars and no cents***

**$1,800.00**

Payee Address:
Memo: RENT

WELLS FARGO BANK, N.A.
1199 40TH ST
EMERYVILLE, CA 94608
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,800.00

CONTROLLER

Details on Back. Security Features Included.

[redacted]

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender



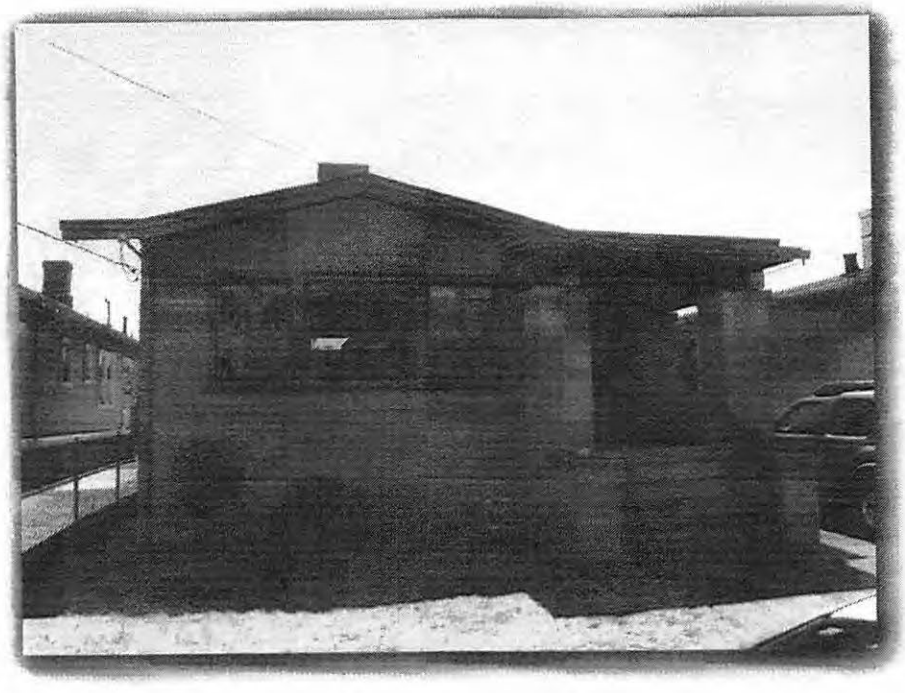
000296

(F)

SPECIALTY INSPECTIONS

261 Spring Street
Pleasanton, CA 94566
(925) 249-9611 (925) 249-9511

# Property Inspection Report



959 42nd St., Oakland, CA

**Prepared for:** Tom Frequez

**Inspection Date:** 08/17/2016 **Time:** 2:00 pm

**Report Number:** 959 42nd St. Oakland 1708

**Inspector:** Perry Knowlton

**Payment Info:** 8/17/2016 / $645.00
Check / 115

### Heat Exchanger

**Note:** The heat exchanger, also referred to as the combustion chamber, is the area in the heater where combustion takes place. The nature and configuration of most furnaces is that the openings of the heat exchanger prevents visual access to most of its surface. Thus, any observations available to the building inspector will necessarily be limited and we can make no guarantee that the heat exchanger is crack free. A definitive evaluation of the heat exchanger is available from the local utility company or heating contractor.

### Thermostat

The thermostat appears to be properly installed and the unit responded to the user's inputs.

### General Comment

**Maintenance:** The furnace is in need of cleaning and servicing. We recommend a HVAC contractor be retained for a tune-up to ensure safe and efficient operation.

**Investigate Further:** For attention to the items noted, we recommend a heating contractor be retained for further evaluation and repair.

# INTERIOR

## Description

- **Number of bedrooms:** 3
- **Number of bathrooms:** 1
- **The walls were:** Plaster
- **Ceilings:** Plaster
- **Floor:** Wood, Carpet, Vinyl

## Observations and Recommendations

### Overview

**Note:** Our review of the interior includes inspection of walls, ceilings, floors, stairs, balconies, railings and smoke detectors. These features are visually examined for excessive wear and general state of repair. Some of these components may not be visible because of furnishings and/or storage. In such cases these items are not inspected. It is not uncommon for sections of the interior floors to be slightly sloped. This condition is the result of typical support system settlement and/or framing irregularities. Individual perception and sensitivity to floor sloping and/or settlement varies greatly. If these condition are of concern, more detailed evaluation should be obtained from a qualified engineer. Measurement and evaluation of floor slope is beyond the scope of our inspection.

The interior components mentioned above were inspected and found to be properly installed and in

serviceable condition, except as noted below or elsewhere in the report.

## Ceiling

The ceiling was in serviceable condition, except as noted elsewhere in this report.

The ceiling was in serviceable condition, except as noted elsewhere in this report.

**Repair:** The ceiling is damaged in the dining room. We recommend repair or refinishing.

## Floor

The floors have a good appearance and are in serviceable condition, with exceptions noted below, or elsewhere in this report.

The interior floors showed typical wear and tear, but were in generally serviceable condition.

## Smoke Detectors

Buildings built since about 1990 have required smoke detectors on each floor (including basements), in the corridors leading to all sleeping areas, and in all bedrooms. Pressing the test button on smoke detectors only verified battery and/or horn function, but does not test the sensor(s) in the units(s). California law requires the seller to transfer a home with proper working smoke detectors. The seller and buyer are required to sign the Smoke Detector Statement of Compliance prior to the close of escrow. Smoke detectors should be checked periodically in accordance with the manufacturer's recommendations to ensure they remain fully operational. We recommend that smoke detector batteries be changed with any change in occupancy and twice a year thereafter. A convenient time to change batteries is the changing of your clocks in Spring and Fall.

**Health & Safety:** There were no smoke detectors in the building. Whether or not installation is required prior to the sale of this building, we recommend installing detectors where currently required by the state.

**Health & Safety:** No CO detectors were installed in the building. We recommend the installation of a Carbon Monoxide detectors where currently required by the state.

## Walls

The finished walls were in good condition, except as noted elsewhere in this report.

**Maintenance:** There are blemishes and/or minor cracks in the walls. These blemishes and/or cracks

appear to be cosmetic in nature, and can be repaired in the course of routine maintenance to restore their cosmetic appearance.

### Heat Source

**Note:** The building uses a gravity furnace heater as the only source of heat. There were no heat ducts installed in the bedrooms.

### General Comment

**Investigate Further:** Due to the heavier presence of personal belongings, access to the components of home was limited. Conditions in need of repair may be discovered once the building is cleared of storage.

**Maintenance:** The interior of the building shows normal wear and tear. We make no attempt to list all conditions we deem cosmetic in nature. The affected surfaces can be repaired in the course of routine maintenance and upgrading.

**Investigate Further:** For attention to the conditions observed we recommend you retain the services of the appropriate trades person.

---

# WINDOWS/DOORS

## Description

- **Window type:** Horizontal sliding units, Casement units
- **Window Material:** Wood, Metal
- **Glazing:** Single pane
- **Door Types:** Wood swinging
- **Door glazing:** Single Pane

## Observations and Recommendations

## Overview

The windows and doors are visually examined for signs of excessive or unusual wear and general state of repair. The condition, extent and/or presence of flashing that may have been installed beneath the finished exterior and the finished surfaces cannot be determined without destructive testing. Unless we observe signs of leakage or other conditions to warrant it, we do not recommend further inspection of these inaccessible areas. During extreme weather conditions, it is not unusual for some leakage to occur around doors and windows. This leakage can be reduced by annually inspecting these areas for gaps and cracks around the finished exterior surfaces and trim. All gaps should be caulked, sealed, and maintained to help reduce water entry. Window channels and weep holes should be routinely cleaned to allow for proper drainage. The owner or occupant should be consulted regarding the maintenance and repair history of the doors and windows to determine the nature, extent and frequency of maintenance and repair that has been necessary and performed to date.

For buildings with dual pane windows, failed seals (condensation) on insulated glass units are very often difficult to identify and sometimes can only be seen when the sun is shining through and the windows are clean. We make every effort to identify failed seals, however; we can make no guarantee that all windows with failed seals have been identified. Once you move in, you may notice failed seals that we were unable to identify at the time of inspection. Failed seals lose some of their insulating value but are primarily a cosmetic deficiency. If the possibility of failed seals is unacceptable after you take possession, we recommend you have all windows further evaluated by a glass contractor prior to the expiration of your contingency period.

The windows and doors appear properly installed and in serviceable condition, except as noted below or elsewhere in the report.

## Windows

The windows tested appear to be properly installed and generally in serviceable condition, with exceptions noted below or elsewhere in this report.

**Upgrade:** The building has metal frame single pane windows throughout. Several windows were weathered and are older. These type of windows are not energy efficient with low insulation properties. In order for the building to be energy efficient dual-pane windows should be installed. Upgrading and replacing the windows may be necessary over time.

**Health & Safety:** Some of the windows are not safety glass and could be hazardous if broken. Because it is harder to break and less likely to cause injury if broken, tempered glass is now required in specified locations. These locations include, but are not limited to, all door glass, most large windows which have their bottom edge less than 18 inches above the floor or ground, windows near doors and floors, and windows in showers and bathtubs. The building has been remodeled over the years and the newer installations have this feature, but the older locations do not have tempered glass. There is no requirement to retrofit these locations, but a greater margin of safety would be achieved by upgrading and installing safety glazing in these areas as well.

**Maintenance:** A number of old wooden windows were weathered. We recommend they are sealed and protected before they deteriorate and require replacement.

Note: The wooden windows in the front room appeared original and were not tested to prevent damage.

## Doors

The interior and exterior doors appear to be properly installed and in serviceable condition.

CENTRO LEGAL DE LA RAZA
3022 International Boulevard
Suite 410 Oakland, CA 94601
T 510-437-1554
F 510-437-9164

July 13, 2020

Analyst Mr. Robert Costa
City of Oakland
Rent Adjustment Program
Department of Housing and Community Development
250 Frank H. Ogawa Plaza
Oakland, CA 94612

Via Email

**RE: Tenant Evidence Submission for Case No. T20-0093**

Dear Analyst Costa:

Please find the attached the evidence submission in support of Case No. T20-0093.

Thank you for your attention to this matter. Please contact me if you have any questions or concerns at (510) 214-2379 or by email at xjohnson@centrolegal.org.

Sincerely,

Xavier Johnson
Tenants' Rights Program
Legal Fellow

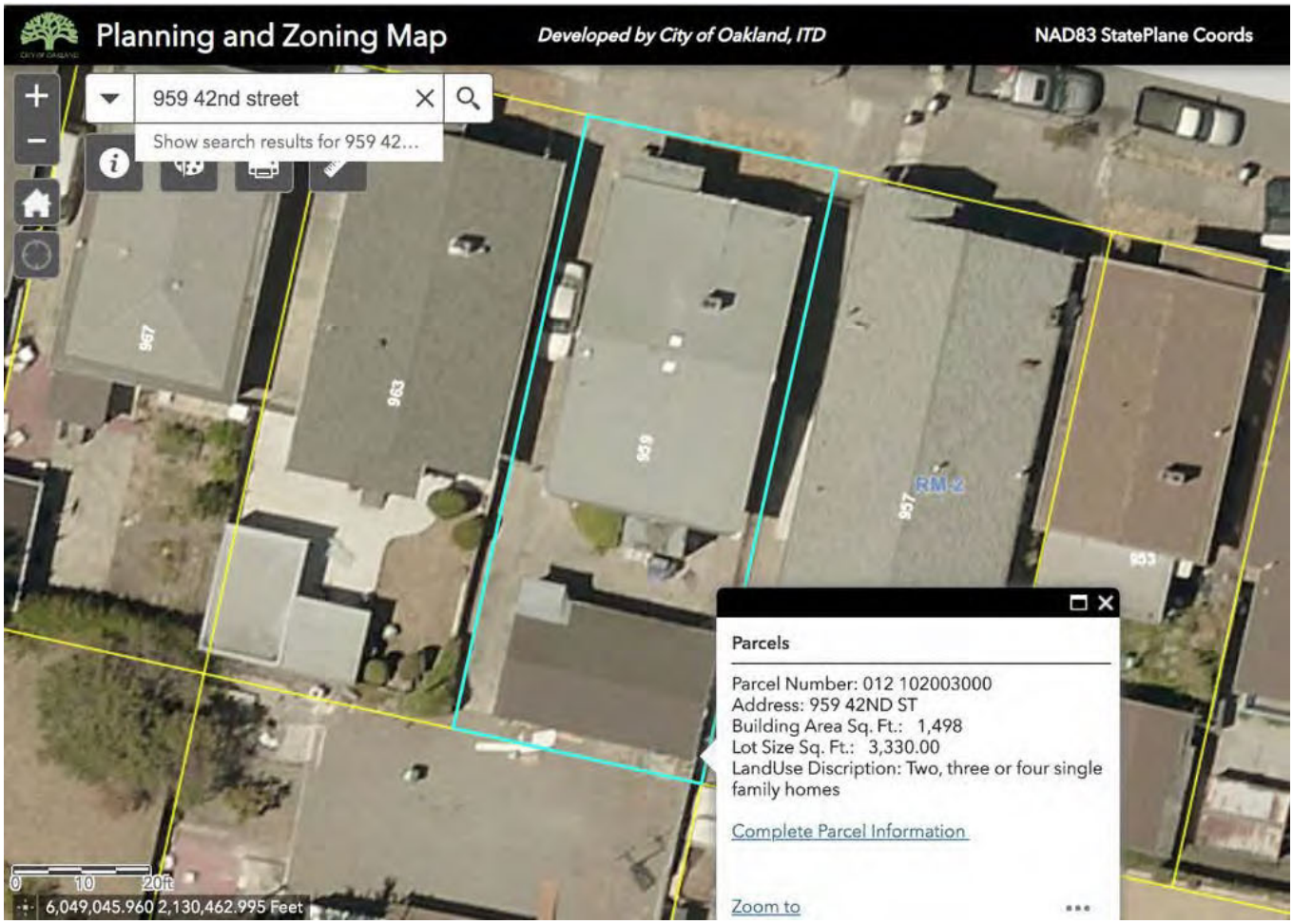
**City of Oakland Rent Adjustment Program** **Case Number: T20-0093**

**Miriam Bolanos**

**Tenant Evidence Submission**

| Exhibit | Document Description | Page Numbers |
|---|---|---|
| A | City of Oakland Planning and Zoning Map | 4 |
| B | Alameda County Assessor property information record | 6 |
| C | City of Oakland Building permit RE1604751 inspection log | 8 |
| D | Photos of second unit and utility meters taken 3/2/2020 | 10-22 |
| E | Declaration of Miriam Bolanos | 24-26 |
| F | Rent Increase Notices | 28-31 |
| G | Correspondence with Gina Fresquez | 33-48 |
| H | Rent payment records | 50-72 |
| I | Condition 2: Windows are deteriorated, do not seal properly and lack proper insulation (photos taken 3/2/2020) | 74-90 |
| J | Condition 3: mold throughout unit (photos taken 3/2/2020) | 92-94 |
| K | Condition 4: Walls and ceilings throughout unit are cracked and peeling (photos taken 3/2/2020) | 96-117 |

# Exhibit A


Planning and Zoning Map
Developed by City of Oakland, ITD
NAD83 StatePlane Coords
959 42nd street
Show search results for 959 42...
957
963
959
957
RM-2
953
Parcels
Parcel Number: 012 102003000
Address: 959 42ND ST
Building Area Sq. Ft.: 1,498
Lot Size Sq. Ft.: 3,330.00
LandUse Discription: Two, three or four single family homes
Complete Parcel Information
Zoom to
0 10 20ft
6,049,045.960 2,130,462.995 Feet

# Exhibit B

ALAMEDA COUNTY, CA
acgov.org

Skip County Header

ONLINE SERVICES

Assessor's Office | Treasurer-Tax Collector | New Query

PROPERTY ASSESSMENT INFORMATION ASSESSOR'S OFFICE

## 2020 - 2021 Assessment Information

| | |
|---|---|
| Parcel Number: | 12-1020-30 |
| Assessor's Map: (Map image is not to scale) | Map Disclaimer |
| Use Code: | 2100 |
| Description | Two, three or four single family homes |
| Land | $22,418.00 |
| Improvements | $24,630.00 |
| Fixtures | 0 |
| Household Personal Property | 0 |
| Business Personal Property | 0 |
| | |
| Total Taxable Value | $47,048.00 |
| Exemptions | |
| Homeowner | 0 |
| Other | 0 |
| Total Net Taxable Value | $47,048.00 |

Additional Assessment Information Property Tax Information

Adobe Acrobat Reader is required to view the maps. Click here to download.

Alameda County © 2019 • All Rights Reserved • Legal / Disclaimers • Accessibility

# Exhibit C

Update Results

CITY OF OAKLAND

Record Detail with Inspection Log

# Record ID: *RE1604751*

**Description: 200amp main service upgrade. (PG&E app#112170383)**
**APN: 012 102003000**
**Address: 959 42ND ST**
**Unit #:**
**Date Opened: 12/30/2016**
**Record Status: Final**
**Record Status Date: 4/12/2017**
**Job Value: $0.00**
**Requestor:**
**:**
**Business Name: CARTER ELECTRIC**
**License #: 952003**

| Inspection Date | Inspector Name | Inspection Type | Status / Result | Result Comments |
|---|---|---|---|---|
| 2/27/2017 | Steve Johnson | Frame | Partial | Date: 2/27/2017 Okay to release two 125 amp services at duplex. Zoning approval for location at front okay with required paint and screening. |
| 4/12/2017 | Ken Palmer | Final Electrical | Pass | Date: 4/12/2017 Final OK |

**For real-time, direct access to information via the Internet, 24 hours a day - https://aca.accela.com/oakland**

# Exhibit D

FOCUS AXR-SD
PG&E
SmartMeter
1007681307
FOCUS AXR-SD
PG&E
SmartMeter
1007681312
DANGER
PELIGRO
DO NOT BREAK SEAL
NO FUSES INSIDE
959 - 42ND ST. FRONT
959 - 42ND ST. REAR

# Exhibit E

DocuSign Envelope ID: 4581C946-F7EE-456C-B392-3B6E0CA8242A

Micaela Alvarez (SBN 319908)
CENTRO LEGAL DE LA RAZA
3022 International Blvd., Suite 410
Oakland, California 94601
Telephone: (510) 437-1863
Facsimile: (510) 437-9164
Email: malvarez@centrolegal.org

*Attorney for Petitioner Miriam Bolanos*

**RENT ADJUSTMENT PROGRAM**

**CITY OF OAKLAND**

| | |
|---|---|
| MIRIAM BOLANOS,<br><br>Petitioner,<br>v.<br><br>JACK OLIVIERI<br><br>Respondent. | Case No.: T20-0093<br><br>**DECLARATION OF MIRIAM BOLANOS IN SUPPORT OF TENANT PETITION**<br><br>Hearing Date: July 20, 2020<br>Hearing Time: 10:00 a.m. |

DocuSign Envelope ID: 4581C946-F7EE-456C-B392-3B6E0CA8242A

**DECLARATION OF MIRIAM BOLANOS**

I, MIRIAM BOLANOS, declare:

1. I have personal knowledge of the facts contained in this declaration. The facts are true and accurate. I have reviewed this declaration and the statements accurately reflect the facts and my own personal knowledge. I am competent to testify to these facts if called on to do so.

2. There are two separate dwelling units located at 959 42nd Street, Oakland, CA. There is a front unit, located closer to the street, and a rear unit behind it.

3. I am currently a tenant of the front unit.

4. I was a tenant of the rear unit from approximately 1997 until 2006.

5. During the time that I lived in the rear unit on the property, the front unit was simultaneously occupied by a separate household.

6. I ended my tenancy in the rear unit and moved to Walnut Creek in or around 2006.

7. I moved and began a new tenancy in the front unit of 959 42nd Street, Oakland, CA in October, 2013 and I have lived there ever since.

8. During my time as a tenant in the front unit, I have not had access to the rear unit or used it for any purpose.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed in Oakland, California on July 13, 2020.

DocuSigned by:
8D01A95DDCDC403...

Miriam Bolanos

DocuSign Envelope ID: 4581C946-F7EE-456C-B392-3B6E0CA8242A

**DECLARATION OF NOEL MUNGER**

1. I, Noel Munger, affirm that I am competent to interpret between English and Spanish. I am fluent in both written and spoken English and Spanish. I translated this declaration from English to Spanish for Miriam Bolanos.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed in Oakland, California on July 13, 2020.

DocuSigned by:
Noel Munger
A67138FD7739477...

Noel Munger

# Exhibit F

December 9, 2019

WITHOUT PREJUDICE

Via Certified Mail

Miriam Bolanos
959 42nd St
Oakland, CA 94608

Nena,

I have received your response to my father's previous letter dated November 25, 2019. I am writing this letter on behalf of my father, Jack Olivieri.

My father has decided to keep the house for the time being. As mentioned in the previous letter, and as you and I have previously discussed, it is his desire to obtain fair market rental value for the house within a year. Although my father has the legal right to raise the rent to full market value with the legally required 60 day notice, he intends to raise the rent to full market value gradually over a period of one year. This will provide you with time to obtain additional income or funds if you choose to stay in the house, or to allow you time to find alternate housing that may be more affordable for you.

Based upon a comparison of comparable rental houses in the area, the current fair market value for the house you are renting is approximately $3,200. For the purpose of determining rent increases over a period of one year, it is projected that the fair market rental value for the house will increase to approximately $3,500 within one year. Based upon this projection and the current monthly rental rate of $1,800 per month, he is providing the following options for achieving fair market rental value within one-year from January 1, 2020.

| | **Rent Schedule** (Current Rent: $1,800) | | | |
|---|---|---|---|---|
| **Month** | **Option 1** | **Option 2** | **Option 3** | **Option 4** |
| January 2020 | No Increase | No Increase | No Increase | No Increase |
| February 2020 | $1,980 | $1,980 | No Increase | No Increase |
| March 2020 | $2,500 | $2,400 | $2,800 | No Increase |
| April 2020 | $2,600 | $2,400 | $2,800 | No Increase |
| May 2020 | $2,700 | $2,700 | $3,000 | $3,300 |
| June 2020 | $2,800 | $2,700 | $3,000 | $3,300 |
| July 2020 | $2,900 | $3,000 | $3,200 | $3,300 |
| August 2020 | $3,000 | $3,300 | $3,200 | $3,400 |
| September 2020 | $3,100 | $3,300 | $3,400 | $3,400 |
| October 2020 | $3,200 | $3,300 | $3,400 | $3,400 |
| November 2020 | $3,400 | $3,500 | $3,500 | $3,500 |
| December 2020 | $3,500 | $3,500 | $3,500 | $3,500 |



28-cv-117
000329

Unless we hear from you otherwise, the rent adjustments will follow the schedule listed under Option 1 in the above rent schedule. Therefore, effective February 1, 2020, your rent will be increased from the current $1,800 per month to $1,980 per month. This is a 10 percent rent increase which by California law requires a 30 day notice. I have included the required 30-day notice for this rent increase.

You will be provided with the 30-day and 60-day notices required by California law prior to rent increases after February 1, 2020.

Please let me or my father know prior to December 21, 2019, if you prefer any of the other options in the above rent increase schedule so that he may revise the attached 30-day notice and issue the required 60-day notice for any rent increase beginning on March 1, 2020.

The above information reflects my father's current intentions. The information presented in this letter shall not be considered as binding upon him and does not constitute a waiver of any his legal rights as a landlord, including but not limited to his right to adjust the rent to fair market value by providing the required 60-day written notice.

As you have informed me, we understand that you have obtained legal assistance in response to my father's previous letters. My father does not discourage you from doing so as it is important for you to know your legal rights, and he fully desires to act within the law in order to avoid a potentially costly legal dispute. Also, based upon the goodwill he has extended to you over many years and that which he continues to extend to you by offering not to exercise his right to raise your rent to the full market value with the minimum legally prescribed period of 60-days, please be advised that he reserves the right to make adjustments to your monthly rental rate, as permitted within the law, to offset his costs for legal assistance to respond to any complaint letters you or legal counsel may submit or to defend himself in any legal action which you may bring against him.

Blessings,

Gina Fresquez
on Behalf of Jack Olivieri

attach: Thirty-Day Notice of Rental Increase



000330

# THIRTY-DAY NOTICE OF RENTAL INCREASE
**AND**
# CHANGE IN TERMS OF TENANCY

TO: Miriam Bolanos, and to all occupants in possession of the premises located at:

**959 42nd Street**
**Oakland, CA 94608**

YOU WILL PLEASE TAKE NOTICE that effective February 1, 2020, rent for the subject premises shall be increased to the sum of $ $1,980.00 per month. This amount is commensurate with similar properties in the same market. As a single-family home, the property is exempt from the Oakland Rent Adjustment Ordinance pursuant to Section 8.22.030(A)(7) of said Ordinance and the Costa-Hawkins Act, as codified by California Civil Code Section 1954.52.

Additionally, YOU WILL PLEASE TAKE NOTICE of the following changes to the terms of your tenancy:

No smoking is permitted inside the house.

The only authorized residents of the house, in addition to yourself, are your sons Daniel and Miguel. Subleasing to others is not permitted.

No animals are permitted in the house other than the cat you currently have.

DATED: December 9, 2019

For Jack Olivieri
Owner (or Agent)

# SIXTY-DAY NOTICE OF RENTAL INCREASE

TO: Miriam Bolanos, and to all occupants in possession of the premises located at:

**959 42nd Street**
**Oakland, CA 94608**

YOU WILL PLEASE TAKE NOTICE that effective March 1, 2020, rent for the subject premises shall be increased to the sum of $ $2,500.00 per month. This amount is commensurate with similar properties in the same market. As a single-family home, the property is exempt from the Oakland Rent Adjustment Ordinance pursuant to Section 8.22.030(A)(7) of said Ordinance and the Costa-Hawkins Act, as codified by California Civil Code Section 1954.52.

DATED: December 23, 2019

Owner (or Agent)

# Exhibit G

10/01/2019

Nena Bolanos
959 42nd Street
Oakland, CA. 94608

Dear Nena,

This letter is to officially notify you of my intent to sell the property located at 959 42nd Street in Oakland.

I am providing you with a 2 months' notice of my intention to sell the property. This will give you time to find a new residence.

During these next two months, our realtor may have to show the prospective buyers the property but Gina Fresquez will make sure you are aware of this and will make sure it is convenient for you.

Thank you Nena.

Jack Olivieri

10/08/2019

Jack Olivieri
4734 Shetland Ave
Oakland, CA 94605

Ref: Notice Received 10/01/2019

Mr. Olivieri,

I am writing to you today to inform you that per the legal advice that I received today, your Notice (see attached copy) that I received on 10/01/2019 is invalid. Since the notice is invalid, I do not plan to vacate the property where for over 5 years I have been living and paying rent for.

Because your intention is to sell the property located at 959 42nd St in Oakland, please provide 24hrs notice via text, email, written notice, or a voicemail when any realtor plans to show the property to prospective buyers. I request that each realtor that enters the property leave his/her business card on my dining room table.

Sincerely,

Miriam Bolanos
959 42nd Street
Oakland, CA 94608

Cc: Y. Fuentes Ganga

November 25, 2019

WITHOUT PREJUDICE

Via Certified Mail

COPY OF LETTER HAND DELIVERED ON 11/25/19 AT 12:00 PM

Miriam Bolanos
959 42nd St
Oakland, CA 94608

Nena,

I am writing this letter on behalf of my father, Jack Olivieri.

My father received your letter in response to his previous letter dated October 1, 2019, informing you of his intent to sell his property, your current residence, at 959 42nd Street in Oakland. In your letter you informed my father that you do not plan on vacating the property at this address. My father was not aware of the City of Oakland's rental laws at the time he wrote the letter to you. However, upon receiving your letter I have researched the City's rental laws for him, and I have informed him that selling of a rental unit is not a valid basis for eviction per the City of Oakland's Just Cause for Eviction Ordinance.

Please allow me to explain the background of my father's letter. I would also like to inform you of your rights as a tenant and Jack's rights as an owner.

You and your mother have been dear friends of our family for many years as you both provided care for my grandmother, Margie, in the house in which you currently live. After the passing of my grandmother 11 years ago, your mother asked my mother and father if she could stay in the house and pay rent. My parents never wanted to be landlords, but at you mother's request they agreed to rent the house to her. This was only intended to be for a short period of time, so they charged her a minimal rent of $500. This was well below the market rate. Your mother remained in the house for 5 years during which time you moved in. After your mother moved, my father allowed you to stay in the house and maintained the rent well below the market rate. My father is not a business man, and he does not even really care to make a profit from the house, but he does need to cover his costs of ownership. Each time my father wanted to raise the rent, you requested that he reduce and/or delay the rent increases. My father has raised the rent gradually, but the rent increases have been less than the increases in the market value, so my father is still charging rent that is well below the market value of the house you are renting.

I have previously mentioned to you that my father has been wanting to work toward achieving fair market value for the house to cover ownership costs and costs for maintenance that has been performed and that is currently overdue. He recently replaced the main electrical service panel at a cost of over $5,000, and the house is in need of approximately $140,000 in maintenance work including replacing the foundation,



35-05117
000336

repairing wood rot and termite damage, replacing the stucco, seismic retrofitting and other work required to maintain the value of the house.

Due to the cost of the maintenance work that is required and the low rent he has been receiving for the house, Jack cannot afford to keep the house. Additionally, being that Jack is also 83 years old and in deteriorating health, he does not have the energy or mental acuity to handle the task of making arrangements and overseeing the maintenance work required. Thom and I have been working to help him by meeting with contractors to obtain quotes to perform the maintenance work. However, this has been a time consuming task as it has been difficult to find contractors to perform the work, and when contractors tell us they will perform the work, they don't show up. We have been trying for three years to have at least some of the work performed, but we are unable to continue to devote the time required to do this since both of our parents are in deteriorating health, and we spend the little time we have caring for them and attending to their needs.

Since it makes no sense financially or otherwise for my father to keep the house under the current arrangements, it was his desire to have the house vacated and put on the market after performing some minimal work to improve the resale value of the house. However, after receiving your letter and researching the rental laws, we now realize that although this was a logical approach for my father as a property owner, it is not a valid approach under the City's rental laws.

I have met with an attorney to obtain an understanding of the City's rental laws, and I have discussed these with my father. Due to the situation my father is in, as described above, we have identified the options described below. In order to provide you an opportunity to be involved in the decision he makes, I am presenting these options to you on behalf of my father, along with the anticipated impacts of each option for both you and my father. My father is asking for you to consider each of these options, and to let him know your thoughts on these.

**Option 1: Sell the house with you remaining as a tenant at the time of sale**

It has been a difficult for my father and I to entertain this option as my mother was raised from birth in the house, and we have many fond memories of my grandparents living there as well.

With this option, I anticipate there will be the following outcomes. 1.) The new owner will buy the property as their residence. In this case, the owner has the right to evict you under Oakland's Just Cause for Eviction Ordinance, provided they pay you moving expenses. I believe that under this ordinance you may be entitled to compensation in the amount of $8,758.43. 2.) The new owner may buy the unit to maintain it as a rental unit or to re-develop the property. In this case, the new owner would not have the right under the Just Cause for Eviction Ordinance to evict you. However, since the house is not subject to rent control, the new owner would have the right to raise your rent to the full market value provided they provide you with a



000337

notice 60 days in advance. Otherwise, they may offer you compensation to vacate the property under the Tenant Move Out Agreement Ordinance.

Under this option, the unfortunate disadvantage to Jack is that in addition to losing an estimated $80,000 in rental revenue over the past 19 years by renting the house to you and your mother for well under the market value, he would also not be able to obtain the full market value for the house with it occupied by a current tenant. The reason for this is that with the house occupied, potential buyers cannot see the full potential of the house and potential repairs that are needed. Also, the new buyer would be subject to the inconvenience and the potential significant costs to pay your moving expenses or to compensate you to vacate the property.

Please know that these costs will be incurred by Jack as opposed to the buyer in the form of a lower sale price. It is anticipated that this option will cost Jack an estimated amount of $50,000 due to the loss in value of the property. This cost will be in addition to the previously mentioned loss in rental income he has incurred. In addition to you and your mother reaping the estimated $80,000 financial benefit resulting from paying lower than market rate rent, my father's kindness has also enabled you to raise your family in a comfortable house in a good neighborhood which you would have otherwise been unable to afford.

**Option 2: You agree to voluntarily vacate the house within 4 months**

You have no legal obligation to accept this option. However, my father believes that in consideration of the goodwill he and my late mother, Doris, have shown you and your mother over the past 19 years by keeping your rent well below market value, this is the most fair option for him as it would enable him to obtain the highest fair market value for the house and limit the financial sacrifice he has made as a result of the kindness he and my late mother have extended to you.

If you agree to this option, my father will agree to not raise your current rent for the remaining 4 months as a continued gesture of goodwill and to encourage your voluntary cooperation.

**Option 3: Keep the house and raise the rent to market value**

Since the house is a single family unit which does not fall under Oakland's Rent Adjustment Program Ordinance, Jack has the legal right to raise the rent to market value provided he provides you with the legally required notice of 60 days. I have found numerous comparable houses that rent for between $2,800 and $3,500 per month. Without physically looking at these other houses, I don't know where the actual market value would fall, but I anticipate it would be at the higher end since you have the benefit of a more desirable area, a separate storage unit, and significant off-street parking which the lower priced properties do not appear to have.



37-05117
000338

As a close friend of our family, it would not be my father's intent to raise your rent to full fair market value with only the legally required 60 day notice. However, in order to entertain keeping the house, he will need to achieve fair market value for the house by increasing the rent gradually over a period of one year. He can work with you to arrive at a plan for achieving this, and he will provide you with the advance notices required by the Rent Adjustment Program Ordinance.

This option would still not permit my father to afford to keep the house in the long-term due to the cost of the needed maintenance work. Therefore, at some point in the near future, he will still need to sell the house. However, this option would permit you to stay in the house until you are forced to vacate by a new owner, or provide you with time to search for other housing which may be more affordable for you in the longer term.

Please let my father know which of the above options would be acceptable to you. Otherwise, please let him know if you have any other ideas that you would like to offer. I ask that you keep in mind the goodwill my father and my late mother have extended to you when evaluating the above options.

Please respond to this letter by no later than December 7, 2019. If you would like to respond by phone, please call me at (510) 220-5226 as opposed to calling my father as he is hard of hearing. Otherwise, you may send a response to my father in writing if you prefer.

In the meantime, my father requests the following:

In order to help my father keep his insurance rates low, and for safety reasons, please do not smoke in the house. My father will notify the insurance company that he has established a no-smoking policy for the house.

It is our understanding that the house is only occupied by you and your two adult sons. Subleasing to others is not permitted.

Please do not house any animals other than the cat you currently have.

Blessings,

ORIGINAL SIGNED BY

Gina Fresquez
on Behalf of Jack Olivieri

CENTRO LEGAL DE LA RAZA

**Noel Munger <nmunger@centrolegal.org>**

# 959 42nd St.

4 messages

**Noel Munger** <nmunger@centrolegal.org> Fri, Jan 31, 2020 at 3:25 PM
To: ginafresquez@sbcglobal.net

Hi Gina,

Thanks for taking the time to talk to me yesterday. As I mentioned, if you are represented by counsel regarding Ms. Bolanos' tenancy, please provide me with your attorney's contact info so I may communicate with them.

Ms. Bolanos requests a rent ledger for the entire duration of her tenancy starting when she moved into the unit in October 2013 at a monthly rental rate of $1000. You may send a paper copy to her address or send me a scan and I can ensure she receives it.

Additionally, please note that the rent increases you have served on Ms. Bolanos are unlawful. Ms. Bolanos' unit is not separately alienable from the other dwelling unit on the property. Accordingly, the property does not qualify for a Costa Hawkins exemption from rent control. Ms. Bolanos requests that you please rescind the rent increases in writing at your earliest convenience. I encourage you to consult with an attorney or take advantage of the resources provided by the Rent Adjustment Program. More information is available here: https://www.oaklandca.gov/topics/allowable-rent-increases.

Best,
Noel Munger
--

CENTRO LEGAL DE LA RAZA 50 AÑOS
Noel Munger *he/him*
Tenants' Rights Housing Advocate
T 510-947-9898
centrolegal.org

**Noel Munger** <nmunger@centrolegal.org> Thu, Feb 27, 2020 at 2:27 PM
To: ginafresquez@sbcglobal.net

Hi Gina,

What is the best mailing address to reach you at?

Best,
Noel Munger
[Quoted text hidden]
--

**Noel Munger** *he/him*
Tenants' Rights Housing Advocate
T 510-947-9898
centrolegal.org

---

**Gina Fresquez** <ginafresquez@sbcglobal.net> Thu, Feb 27, 2020 at 4:44 PM
To: Noel Munger <nmunger@centrolegal.org>

25538 South Gold Ridge Drive
Castro Valley, CA 94552

[Quoted text hidden]

---

**Noel Munger** <nmunger@centrolegal.org> Thu, Mar 5, 2020 at 2:38 PM
To: Gina Fresquez <ginafresquez@sbcglobal.net>

Thanks Gina,

Ms. Bolanos has filed a petition with the Rent Adjustment Program and our office represents her in this matter. Prior to the unlawful rent increases she received in December 2019, Ms. Bolanos' monthly rent was $1800. Accordingly, she will continue to pay $1800 until the Rent Adjustment Program issues a final determination regarding her lawful rent amount. If you wish to settle this matter before the case goes to hearing, please don't hesitate to reach out to me.

Additionally, Ms Bolanos requests the following repairs and maintenance:

1. There are still rodent entry points around the house perimeter. As you know, there has been a problem with raccoons and other pests living beneath the house. Ms. Bolanos requests that the entry points all be sealed an any other necessary pest control measures be taken to fully abate the infestation.
2. The heater does not turn on consistently. When Ms, Bolanos can manage to get it to turn on, it emits a foul odor. It needs the attention of a professional. Vacuuming the heater is insufficient and does not fix the odor issues.
3. The windows throughout the house are deteriorated, do not seal well, and lack proper insulation. Not only does this make the house extremely cold at times, it creates ideal conditions for condensation and mold growth. The inadequate weatherproofing of the house forces Ms. Bolanos to spend large amounts of time scrubbing and combating mold growth.
4. Due to inadequate weatherproofing and deferred maintenance, the walls and ceilings are cracking and peeling throughout the residence. This deterioration exacerbates the mold issues.

Ms. Bolanos raised these issues numerous times over the years with Mr. Olivieri, however they were never sufficiently addressed. Please provide a timeline for repairs at your earliest convenience.

Additionally, Ms. Bolanos will pay the $34 RAP fee this month as you have requested.

Thank you for your attention to these matters.

Sincerely,
Noel Munger
[Quoted text hidden]
--

**Noel Munger** *he/him*
Tenants' Rights Housing Advocate
T 510-947-9898
centrolegal.org

February 4, 2020

Via Certified Mail

Miriam Bolanos
959 42nd St
Oakland, CA 94608

Nena,

This is in response to the attached email I received on January 31, 2020, from Noel Munger with Centro Legal de la Raza.

Mr. Munger has advised in his message that you are requesting a copy of a rent ledger for the entire duration of your tenancy. My father has not maintained a rent ledger. Therefore, he does not have one to provide to you.

Mr. Munger also states in his message that the rent increase served upon you is unlawful. The basis provided by Mr. Munger for this statement is that your unit is *"not separately alienable from the other dwelling unit on the property. Accordingly, the property does not qualify for a Costa Hawkins exemption from rent control."* This position is incorrect in that there are no units on the property other than the unit you are occupying that would be considered a "dwelling unit" under California law.

It is presumed that Mr. Munger may be referring to the building behind your residence as "the other dwelling unit" he makes mention of in his statement. However, this building is not legally considered a dwelling unit for the following reasons:

1. It has not been occupied as a residential dwelling since my father acquired the property in 2008, and it has remained continuously vacant during this time.
2. It has been uninhabitable due to the following:
    a. There are no functioning utility services. The water service line to the house is broken at an unknown location between the meter and the house. Therefore, there is no potable water available to the unit. The gas service line is broken at an unknown location between the meter and the house. Therefore, there are no functioning facilities for providing heat and hot water. The wiring for the electrical service between the PG&E meter and the unit, as well as the wiring within the unit, is unsafe. Therefore, the PG&E electrical service for the unit has been discontinued as a precaution. The sanitary sewer is broken between the unit and the sewer main in the street. Therefore, there are no functioning sanitary provisions for the unit.
    b. The roof leaks.
    c. Water intrusion has compromised a portion of the structure.

Due to the extensive nature of the work that would be required to bring the unit into compliance with the required legal standards for residential occupancy, my father considers it economically infeasible to utilize the unit as a dwelling. Therefore, since my father acquired the property in 2008, the unit has been used exclusively as a storage unit by you and my father.

Since my father has not offered the unit for rent as a residential dwelling since he has owned the property, the unit has not been considered to be on the rental housing market throughout the time he has owned the property. This is supported by annual statements filed with the Oakland Rent Adjustment Program certifying that the unit has been off the rental housing market.

Furthermore, the property is not owned by a corporation or a real estate investment trust.

For the above reasons, the unit in which you reside is considered a single-family dwelling which is exempt from rent control under the Costa Hawkins Rental Housing Act. Therefore, the rent increases in the notices served upon you are lawful, and my father hereby denies your request to rescind these rent increases.

Sincerely,

Gina Fresquez
on Behalf of Jack Olivieri

attach: email from Noel Munger

**Noel Munger** <nmunger@centrolegal.org> Fri, Jan 31, 2020 at 3:25 PM
To: ginafresquez@sbcglobal.net

Hi Gina,

Thanks for taking the time to talk to me yesterday. As I mentioned, if you are represented by counsel regarding Ms. Bolanos' tenancy, please provide me with your attorney's contact info so I may communicate with them.

Ms. Bolanos requests a rent ledger for the entire duration of her tenancy starting when she moved into the unit in October 2013 at a monthly rental rate of $1000. You may send a paper copy to her address or send me a scan and I can ensure she receives it.

Additionally, please note that the rent increases you have served on Ms. Bolanos are unlawful. Ms. Bolanos' unit is not separately alienable from the other dwelling unit on the property. Accordingly, the property does not qualify for a Costa Hawkins exemption from rent control. Ms. Bolanos requests that you please rescind the rent increases in writing at your earliest convenience. I encourage you to consult with an attorney or take advantage of the resources provided by the Rent Adjustment Program. More information is available here: https://www.oaklandca.gov/topics/allowable-rent-increases.

Best,
Noel Munger

CENTRO LEGAL DE LA RAZA 50 AÑOS
**Noel Munger** he/him
Tenants' Rights Housing Advocate
T 510-947-9898
centrolegal.org

February 4, 2020

Via Certified Mail

Miriam Bolanos
959 42nd St
Oakland, CA 94608

Nena,

On January 25, 2020, my husband, Thomas Fresquez, performed an inspection of your residence on behalf of my father, Jack Olivieri. You were provided advance notification of this inspection via my letter dated December 23, 2019.

My husband reported to me the following observations:

- The smoke alarm in the hallway has been removed. This alarm was recently installed to comply with the building permit requirements when the electrical service panel was upgraded.
- You have replaced the carbon monoxide alarm that was previously installed with a new unit you purchased and installed. The carbon monoxide alarm has been installed in the hallway outside of the bedrooms and bathroom.
- The locks on the front door have been replaced. You have not provided my father with keys for the new locks. My husband requested that you provide my father with a complete set of keys for the new locks.

My husband asked you if there were any issues with the house requiring repair or maintenance. You reported that you have intermittently overheard what you believe to be raccoons beneath the house, although you mentioned that this activity has recently stopped.

My husband offered to vacuum the floor furnace for you. You informed him that you have recently vacuumed the furnace, and that you regularly do so to minimize odors resulting from debris, such as cat hair, that accumulates in the furnace. Therefore, you informed him that you did not believe it was necessary for him to vacuum the furnace.

Based upon the inspection performed and your comments, my father will take the following actions:

- The removed smoke alarm will be replaced with a new unit. The installation of the smoke alarm will be documented with photos. You are advised that tampering with, removing, or taking any action to prevent the proper operation of the smoke detector is illegal. You are also required to report any malfunctioning smoke alarm immediately. A fee of $1,000 will be imposed for tampering with any smoke alarms.
- The opening to the basement at the rear of the house will be covered to prevent the entry of raccoons.

Please provide my father with a complete set of keys for all entries to the house within 15 days from the date of this letter.

Sincerely,

Gina Fresquez
on Behalf of Jack Olivieri

February 24, 2020

Miriam Bolanos
959 42nd St
Oakland, CA 94608

Nena,

We are required to pay annual fees to the Oakland Rent Board in the amount of $101 per year. Owners can pass through $34 of these fees to tenants (see below).

Therefore, in addition to your April rent, please provide payment in the amount of $34 for the Rent Board Fees.

## Rent Board Fees

### Oakland Rent Board

**Annual Allowable Rent Increase: 3.5% (July 1, 2019 - June 30, 2020)**

**Rent Adjustment Program Fee**

UPDATED: Annual fees are $68 per unit and are due March 1 (however, this fee has just been increased to $101). Owners can pass through $34 to tenants.

CITY OF OAKLAND
CALIFORNIA

Sincerely

Gina Fresquez
on Behalf of Jack Olivieri

# THIRTY-DAY NOTICE OF RENTAL INCREASE

TO: Miriam Bolanos, and to all occupants in possession of the premises located at:

**959 42nd Street**
**Oakland, CA 94608**

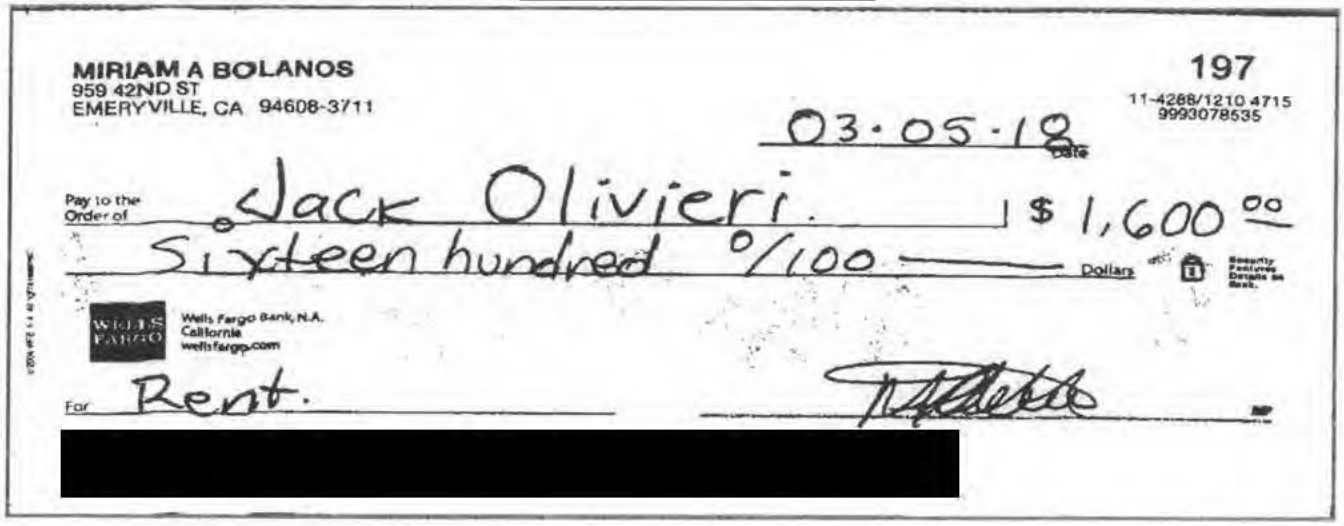
YOU WILL PLEASE TAKE NOTICE that effective April 1, 2020, rent for the subject premises shall be increased to the sum of $2,600.00 per month. This amount is commensurate with similar properties in the same market. As a single-family home, the property is exempt from the Oakland Rent Adjustment Ordinance pursuant to Section 8.22.030(A)(7) of said Ordinance and the Costa-Hawkins Act, as codified by California Civil Code Section 1954.52.

DATED: February 24, 2020

Owner (or Agent)

# Exhibit H

| Site | Paid Date | Serial | [redacted] | PC | Amount | Sequence # | C |
|---|---|---|---|---|---|---|---|
| VIEWPOINTE | 20180306 | 197 | | 000060 | 1,600.00 | 8614564841 | |



MIRIAM A BOLANOS
959 42ND ST
EMERYVILLE, CA 94608-3711

197
11-4288/1210 4715
9993078535

03.05.18
Date

Pay to the Order of Jack Olivieri. $ 1,600 00

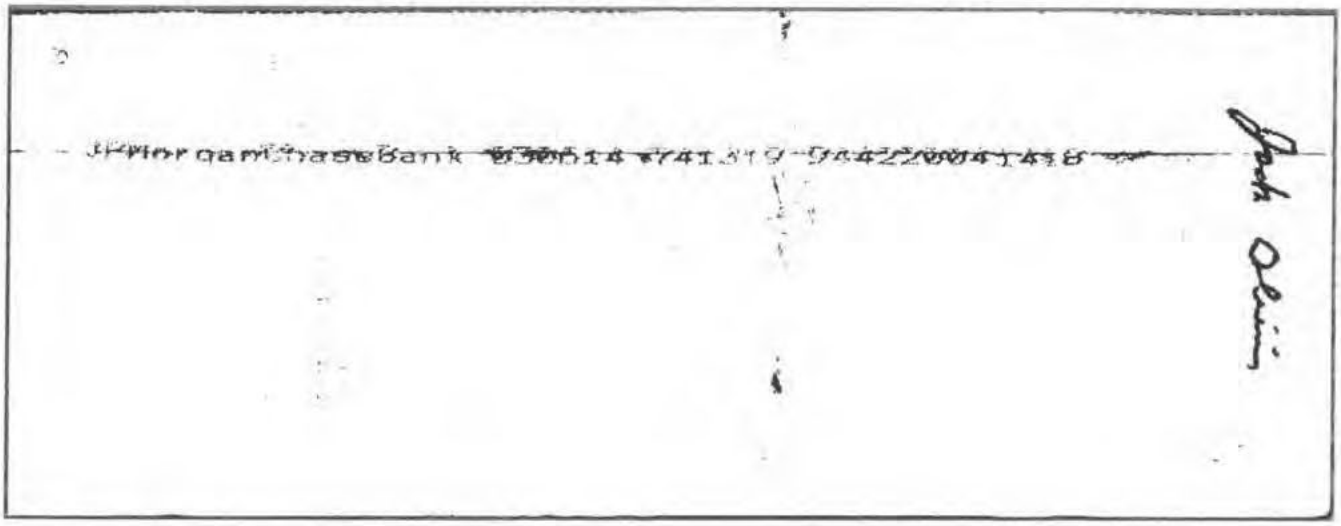
Sixteen hundred 0/100 Dollars

Security Features Details on Back.

Wells Fargo Bank, N.A.
California
wellsfargo.com

For Rent.

[redacted]



JPMorgan Chase Bank [redacted]

Josh Olivieri

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| Site | Paid Date | Serial | [redacted] | PC | Amount | Sequence # | Ca |
|---|---|---|---|---|---|---|---|
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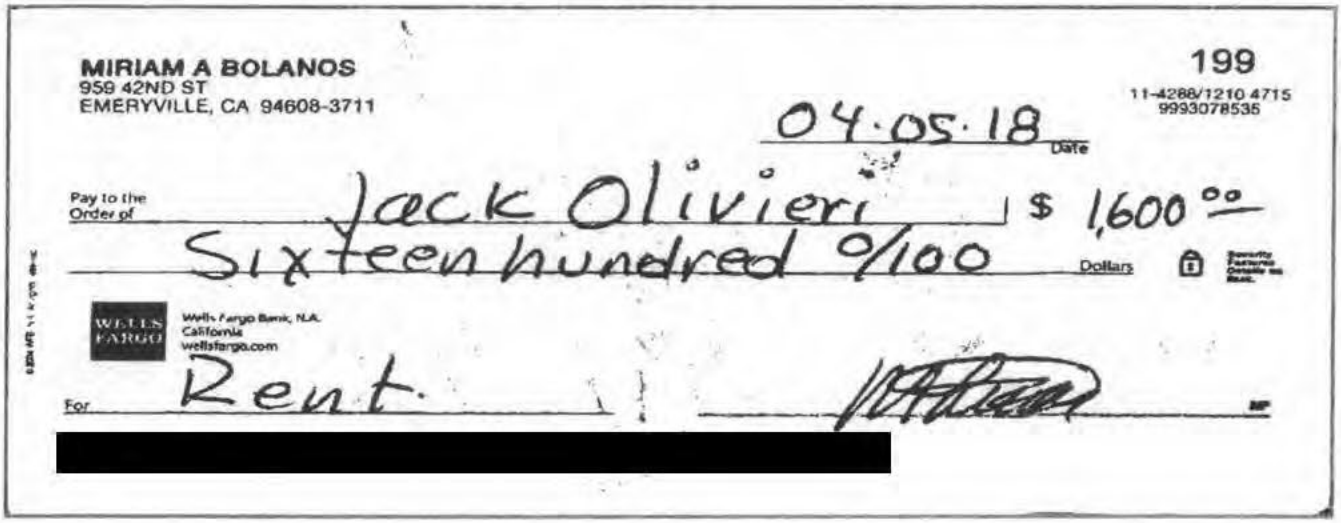


MIRIAM A BOLANOS
959 42ND ST
EMERYVILLE, CA 94608-3711

199
11-4288/1210 4715
9993078535

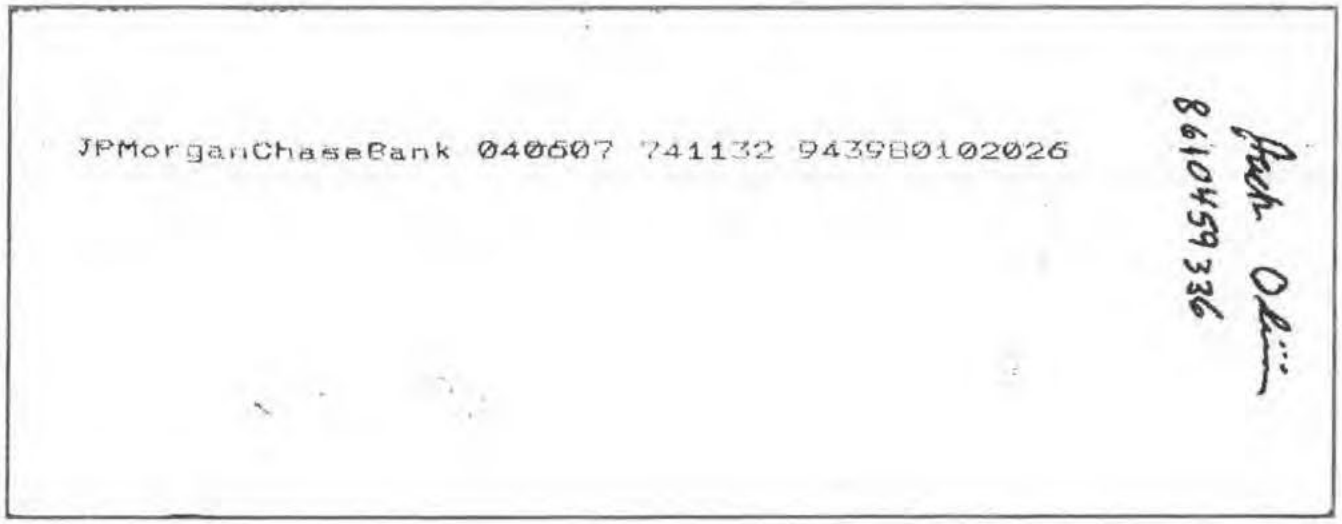
04.05.18
Date

Pay to the Order of Jack Olivieri $ 1,600 00

Sixteen hundred 0/100 Dollars

WELLS FARGO Wells Fargo Bank, N.A. California wellsfargo.com

For Rent. [redacted]



JPMorganChaseBank 040507 741132 943980102026

Jack Olivieri
8610459336

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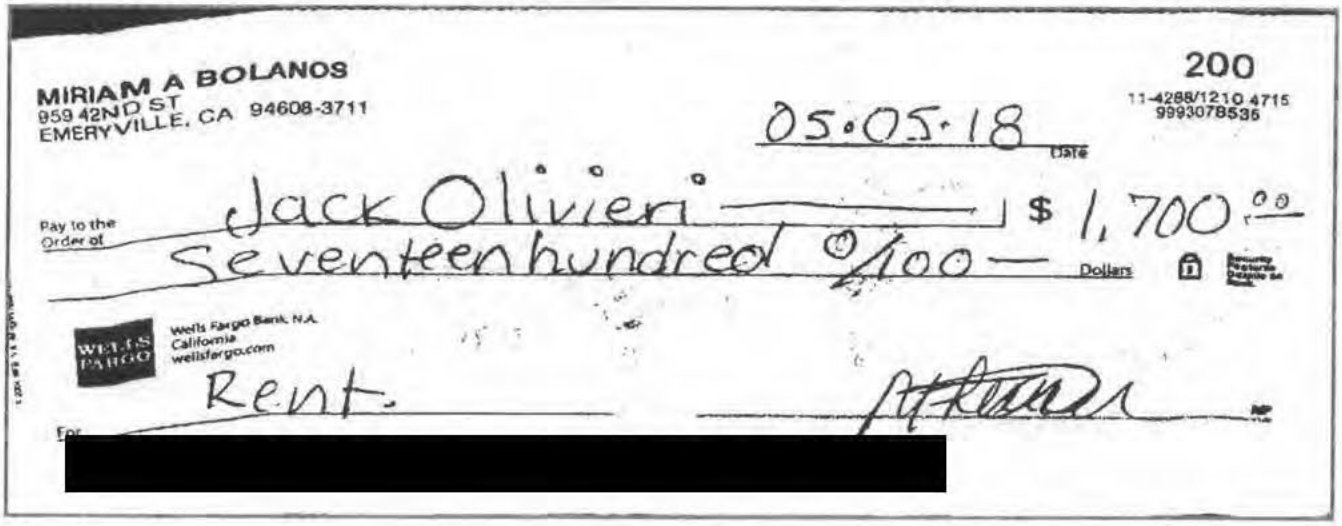
| Site | Paid Date | Serial | [redacted] | PC | Amount | Sequence # | C |
|---|---|---|---|---|---|---|---|
| VIEWPOINTE | 20180510 | 200 | | 000060 | 1,700.00 | 8212333359 | |



MIRIAM A BOLANOS
959 42ND ST
EMERYVILLE, CA 94608-3711

200

11-4288/1210 4715
9993078536

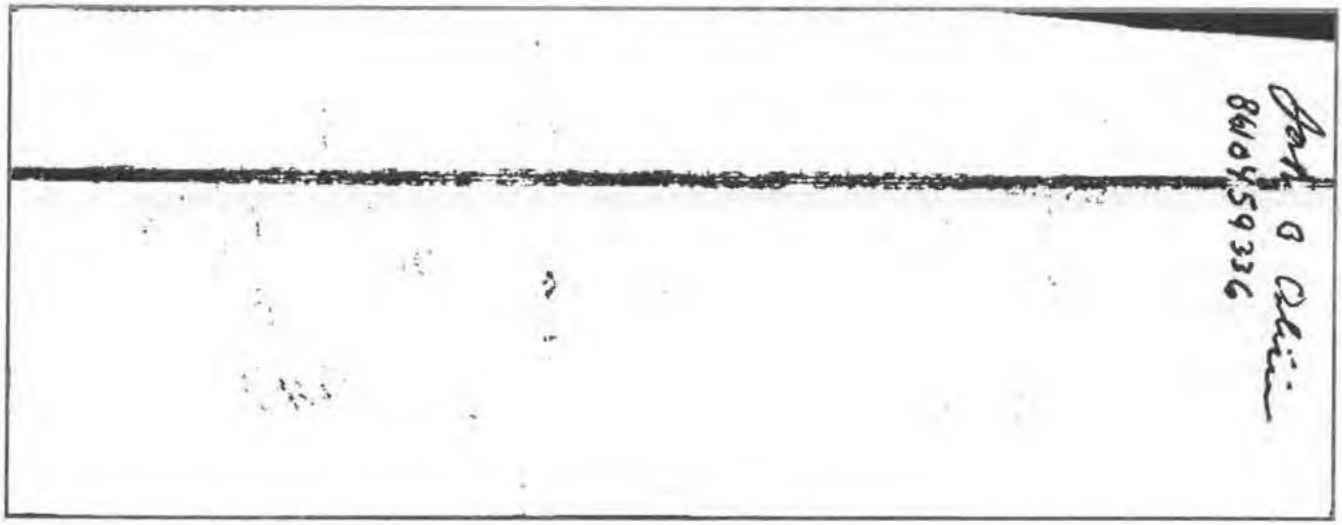
05.05.18
Date

Pay to the Order of Jack Olivieri $ 1,700.00

Seventeenhundred 0/100 — Dollars

Wells Fargo Bank, N.A.
California
wellsfargo.com

For Rent. [redacted]



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| Site | Paid Date | Serial | | PC | Amount | Sequence # | C |
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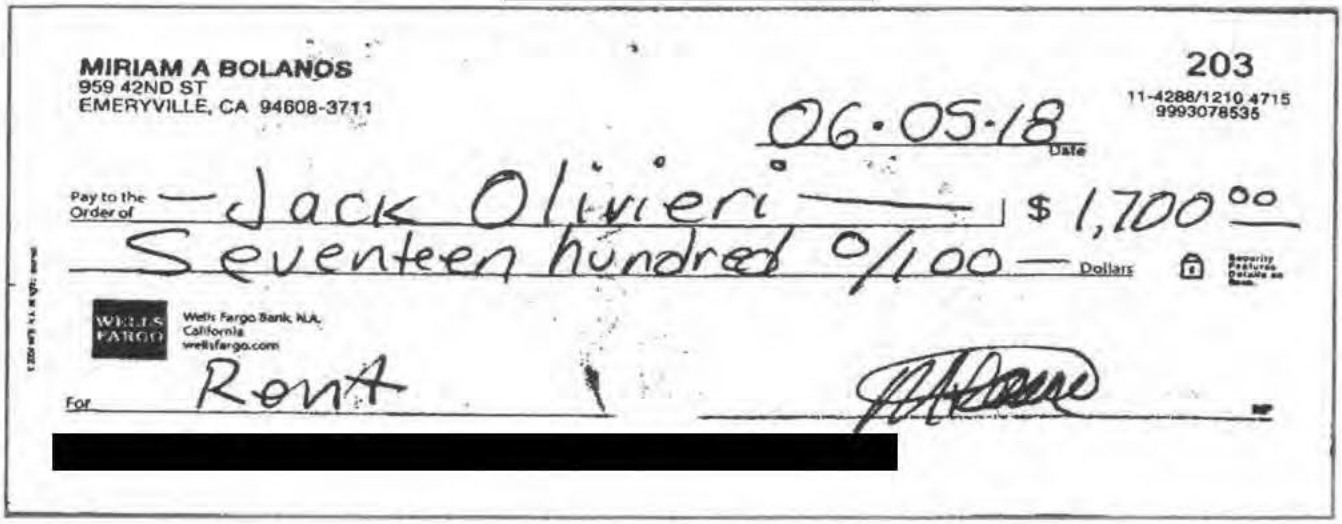


MIRIAM A BOLANOS
959 42ND ST
EMERYVILLE, CA 94608-3711

203
11-4288/1210 4715
9993078535

06-05-18
Date

Pay to the Order of — Jack Olivieri — $ 1,700 00

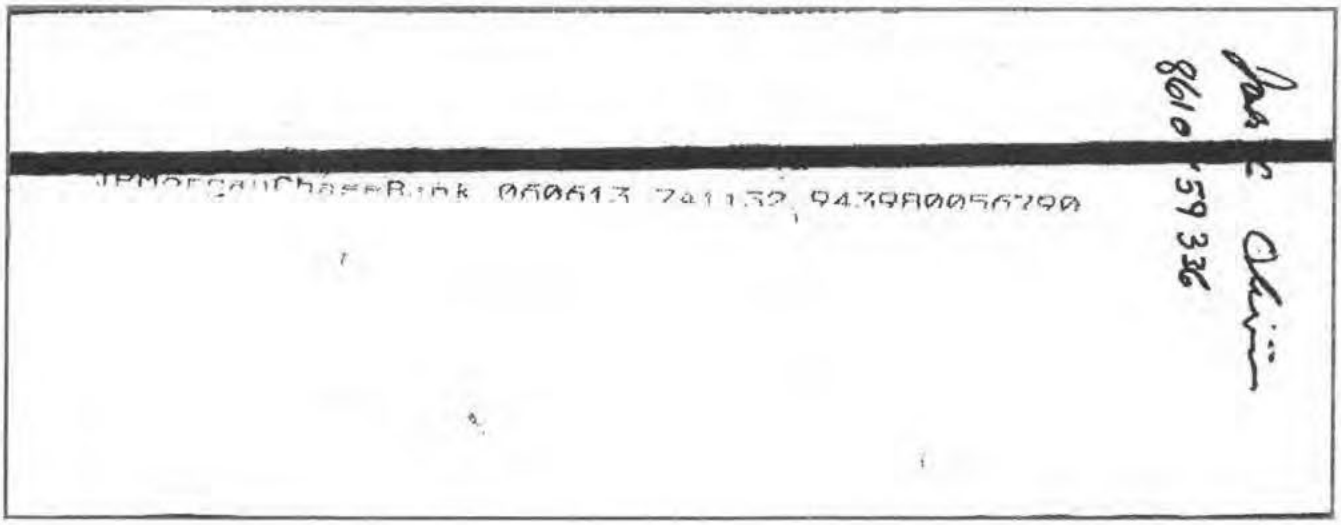
Seventeen hundred 0/100 — Dollars

Security Features Details on Back

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

For Rent

[redacted]



JPMorgan Chase Bank 000613 741132 9439R0056700

8610 59 336

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[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 07/05/18
Serial Number: 0011606140
Account: [redacted]
Purchaser: MIRIAM A BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AU, Sequence Num: 21 0000116 0136
Date and Time: 07/05/18 05:13 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1746218811

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 08/06/18
Serial Number: 0011606222
Account: [redacted]
Purchaser: MIRIAM A BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AU, Sequence Num: 23 0000116 0127
Date and Time: 08/06/18 04:59 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1746216310

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 09/05/18
Serial Number: 0008907046
Account: [redacted]
Purchaser: MIRIAM A BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AD, Sequence Num: 23 0000089 0098
Date and Time: 09/05/18 04:00 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

5148191227

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 10/06/18
Serial Number: 0008907165
Account: [redacted]
Purchaser: MIRIAM A BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AU, Sequence Num: 22 0000089 0023
Date and Time: 10/09/18 10:23 AM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

5141291079

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 11/05/18
Serial Number: 0020507960
Account: [redacted]
Purchaser: MIRIAM A BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AU, Sequence Num: 29 0000205 0079
Date and Time: 11/05/18 04:28 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1288626995

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 12/05/18
Serial Number: 0008907365
Account: [redacted]
Purchaser: MIRIAM A BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AU, Sequence Num: 20 0000089 0068
Date and Time: 12/05/18 05:31 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1944737932

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 02/05/19
Serial Number: 0022804232
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,700.00

One thousand seven hundred dollars and no cents

CB, AU, Sequence Num: 03 0000228 0107
Date and Time: 02/05/19 06:21 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1941435090

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 03/05/19
Serial Number: 0011909534
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AD, Sequence Num: 09 0000119 0160
Date and Time: 03/05/19 05:51 PM

Pay to the Order of: JACL OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1842024444

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 04/05/19
Serial Number: 0008907713
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 01 0000089 0049
Date and Time: 04/05/19 04:45 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1047169935

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 06/05/19
Serial Number: 0008907939
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 02 0000089 0136
Date and Time: 06/05/19 05:59 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

5148220049

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 07/05/19
Serial Number: 0008908041
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 08 0000089 0010
Date and Time: 07/05/19 11:04 AM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1747584587

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 08/05/19
Serial Number: 0008908140
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AD, Sequence Num: 01 0000089 0083
Date and Time: 08/05/19 12:03 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

5148222380

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 09/05/19
Serial Number: 0008908243
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 02 0000089 0045
Date and Time: 09/05/19 12:05 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

5148229079

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 10/04/19
Serial Number: 0008908358
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 22 0000089 0148
Date and Time: 10/04/19 05:06 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1747582396

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 11/05/19
Serial Number: 0008908479
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 22 0000089 0143
Date and Time: 11/05/19 04:43 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

5148194598

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 12/05/19
Serial Number: 0008908599
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 05 0000089 0122
Date and Time: 12/05/19 06:24 PM

Pay to the Order of: JACK OLIVIER

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1747587792

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 01/04/20
Serial Number: 0008908705
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,800.00

One thousand eight hundred dollars and no cents

CB, AU, Sequence Num: 04 0000089 0157
Date and Time: 01/06/20 04:49 PM

Pay to the Order of: JACK OLIVIERI

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

1747584044

[redacted]

Wells Fargo Bank Cashier's Check Credit Copy

Date Issued: 02/05/20
Serial Number: 1743401217
Account: [redacted]
Purchaser: MIRIAM BOLANOS

$1,980.00

One thousand nine hundred eighty dollars and no cents

CB, AD, Sequence Num: 05 0017434 0076
Date and Time: 02/05/20 05:29 PM

Pay to the Order of: JACK OLIVEIRI

Payee Address:

Wells Fargo Bank, N.A.

Electronically generated image

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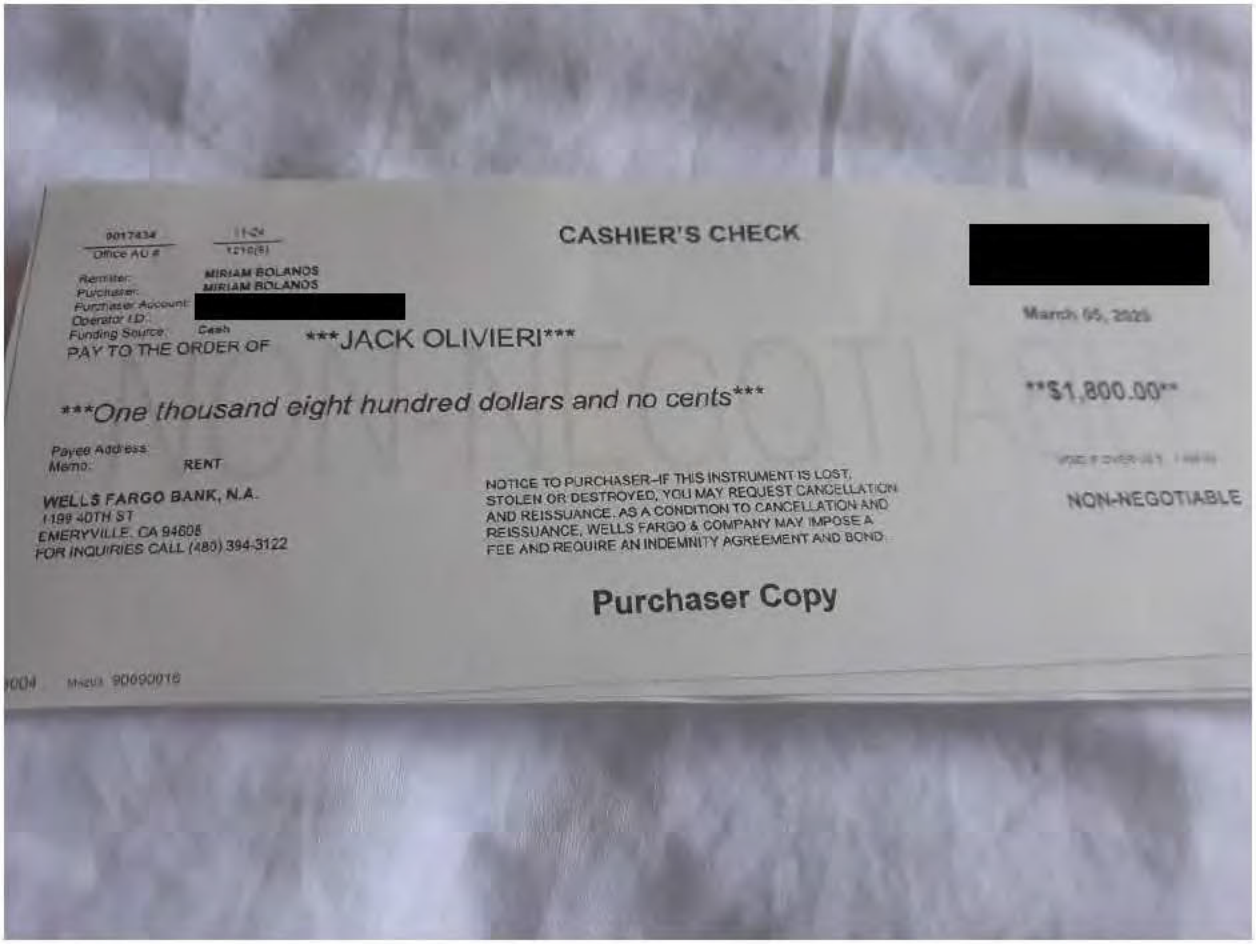


9017434 / Office AU #
11-24 / 1210(5)

CASHIER'S CHECK

[redacted]

Remitter: MIRIAM BOLANOS
Purchaser: MIRIAM BOLANOS
Purchaser Account: [redacted]
Operator I.D.:
Funding Source: Cash

March 05, 2025

PAY TO THE ORDER OF ***JACK OLIVIERI***

***One thousand eight hundred dollars and no cents*** **$1,800.00**

Payee Address:
Memo: RENT

NON-NEGOTIABLE

WELLS FARGO BANK, N.A.
1198 40TH ST
EMERYVILLE, CA 94608
FOR INQUIRIES CALL (480) 394-3122

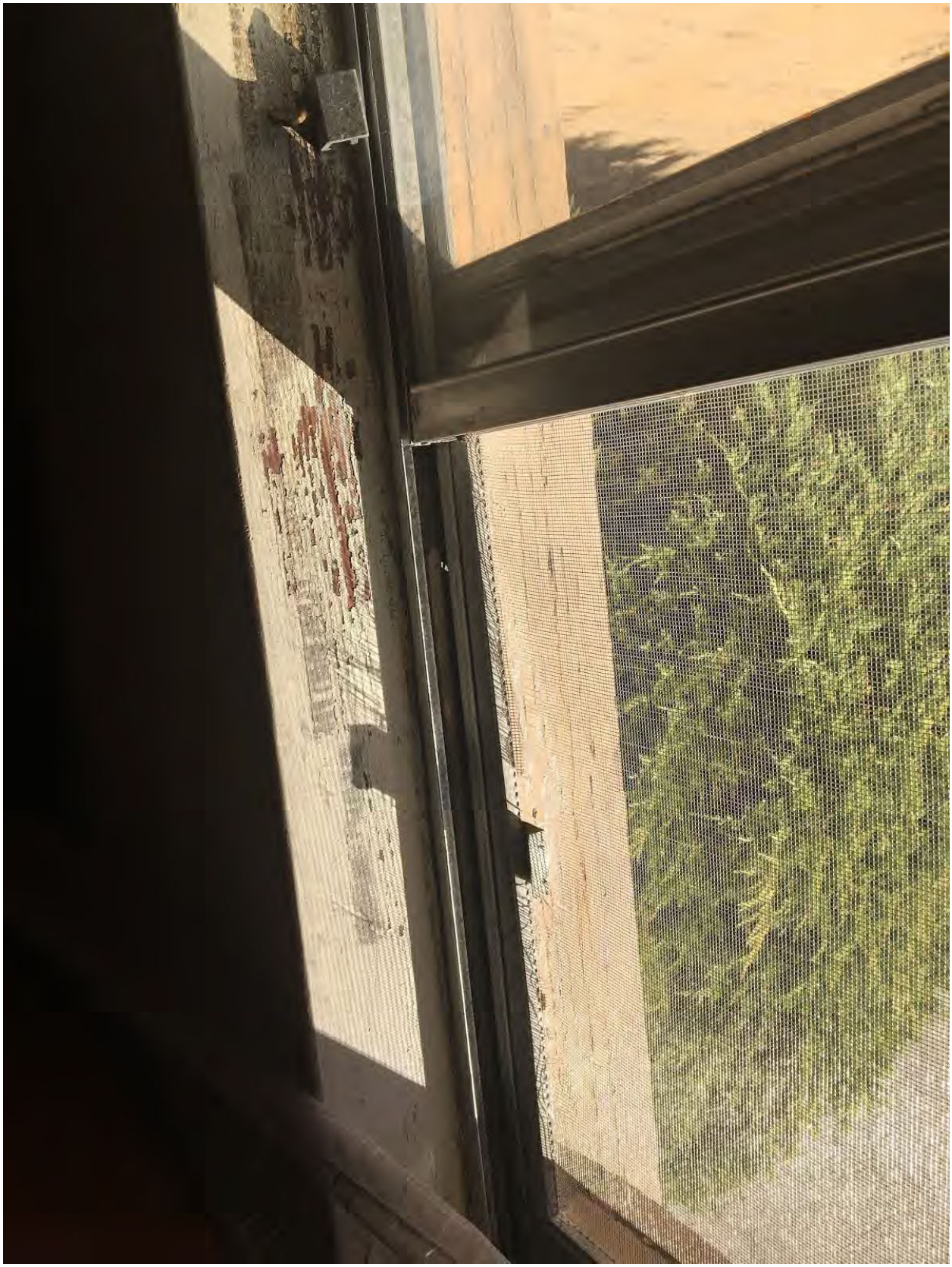
NOTICE TO PURCHASER–IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

000223

# Exhibit I

XFINITY
Home



# Exhibit J

# Exhibit K

000404

Xavier Johnson
CENTRO LEGAL DE LA RAZA
3022 International Boulevard, Suite 410
Oakland, CA 94601
Phone: (510) 214-2379
XJohnson@centrolegal.org
Tenant Representative

# STATEMENT OF ARGUMENTS

## I. THE BUILDING IS A DUPLEX ACCORDING TO CITY AND COUNTY RECORDS AND PRIOR USE

To be exempt from rent control under state law, a property must be separately alienable in title from any other dwelling unit.[1] In the present case, property records from the City of Oakland and Alameda County clearly demonstrate that the subject property has two dwelling units that are not separately alienable. The subject property is a duplex containing two dwelling units.

### *A. THE PROPERTY IS A DUPLEX ACCORDING TO CITY AND COUNTY RECORDS*

The property is a duplex under both the City and County records. The Rent Adjustment Program (RAP) has historically determined the number of dwelling units at the property based on records for Alameda County and the City of Oakland. The Oakland Code provides that the owner has the right to obtain building records and permits from the City of Oakland for "an existing building or structure of its approved occupancy or use, the number of dwelling units, the number and designations of approved habitable rooms or spaces,…" [2]

The subject address for this tenant petition has a number of government records and databases which indicate that the property is a duplex, and at the very least, at some point in the past, the subject property had two dwelling units on the premises. The City of Oakland planning department lists it as a multi-dwelling property,[3] the Alameda County assessor lists it as a multi-dwelling property,[4] the inspection log from an electrical panel installation in 2017 approves the release of two separate electrical lines and refers to the property as a duplex,[5] and, finally, photos taken on March 2, 2020 show the separate unit, a separate mailbox, separate gas meters, and the new separate electrical meters with labeling for front and rear unit.[6] RAP should continue to give deference and presumptive value to the determinations made by the Planning Department, County, and by the owner's actions themselves.

### *B. THE SECOND UNIT HAS BEEN ACTUALLY USED AS A DWELLING UNIT*

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[1] Cal. Civ. Code Section 1954.53
[2] OMC 15.08.160
[3] Tenant Exhibit A
[4] Tenant Exhibit B
[5] Tenant Exhibit C
[6] Tenant Exhibit D

RAP precedent has held that where a space is rented as a dwelling unit it is to be treated as a dwelling unit. In *Haley et al. v. Golden State Ventures,* T15-0229 the property owner claimed the property was for commercial use, but the appeals board decided that where a commercial non-residential space is used with the knowledge of the owner, it is a dwelling unit covered by the Rent Adjustment Ordinance.[7]

The property in question constitutes a duplex because the tenant has actually occupied both the front and rear units.[8] Between the years 1997 and 2006 the tenant occupied the rear unit while the front unit was simultaneously occupied by a separate household.[9] The tenant actually resided in the rear unit at the property and was actually the last person to live in the rear unit before moving to the front unit in 2013.[10] Since then, the owners have taken steps to upgrade the electric utilities to the rear unit, with PG&E adding a second utility meter and designating the space as a duplex.[11]

*C. WHAT CONSTITUTES A DWELLING UNIT IS DETERMINED BY CALIFORNIA LAW, NOT THE BUILDING MAINTENANCE CODE*

The Hearing Officer should apply the definition of "dwelling unit" outlined in the California Civil Code. Indeed, the Court of Appeal for the First District decided on May 29, 2020 that it is the state law definition of "dwelling unit" that is dispositive for this question.

The California Civil Code defines a "dwelling unit" as, "a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household."[12] This definition is tied to the actual use of the physical space as a dwelling unit and not on how the building or space was originally designed to be used. Part of the logic for this is that under California law, the implied warranty of habitability means that any space actually used for the purposes of habitation must meet certain basic standards for human occupancy. Where a property owner rents a substandard space, they are not permitted to argue that the implied warranty of habitability is inapplicable simply because the space was not designed for human habitation. In fact, owners who rent substandard dwelling units are held liable for renting substandard spaces to tenants. To hold otherwise would make the implied warranty of habitability utterly useless.

The property owner argues that Oakland's Building Maintenance Code definition of dwelling unit should be applied here, and it is true that some RAP precedent supports this, but all of those decisions occurred prior to the *Owens* case (discussed below) and are no longer good law.[13] The First District Court of Appeal has stronger precedential value than RAP decisions. Certainly, a local building maintenance code cannot supersede state law definitions of a dwelling

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[7] *Haley et al. v. Golden State Ventures,* T15-0229
[8] Tenant Exhibit E, p.25
[9] Tenant Exhibit E, p.25
[10] Tenant Exhibit E, p.25
[11] Tenant Exhibit C, p.8
[12] Cal Civ. Code. Section 1940(c)
[13] The cases in the RAP appeals index referencing the building maintenance code for the definition of "dwelling unit" all take place in 2015 or earlier, and none are bolstered by the support of a Superior Court or Court of Appeal. Accordingly, it is our argument that these cases are no longer good law with respect to the Rent Adjustment Program. The Owens case specifically addresses the Oakland Rent Adjustment Program and Oakland's Municipal Code.

unit, where the question at hand is on the interpretation and application of a state law exemption such as Costa Hawkins.

The building maintenance code applies to real property "*used*, *designed* or *intended to be used*, for human occupancy and habitation and all accessory buildings and structures on the same lot or parcel." [14] Under the building maintenance code, it is the owner's responsibility to maintain safety of all buildings whether commercial or residential.[15] The Building Maintenance Code definition of dwelling unit is designed to demonstrate what is minimally necessary for human occupation, not to define the jurisdiction of RAP.

The Building Maintenance Code states that it "is not intended to amend, repeal, or supersede provisions of any other codes, regulations, or ordinances of the City of Oakland, including but not limited to, the Demolition Ordinance." [16] Under the Building Maintenance Code, where there is a conflict between the building maintenance code and other codes or ordinances, the most restrictive which provides the "higher standard of safety or public benefit shall prevail and control." [17]

As mentioned above, application of the Building Maintenance Code to this case would violate state law. The California Court of Appeal for the First District has found that, "the meaning of a 'dwelling unit' under building and planning codes is not in pari materia with the meaning under rent control ordinances." [18] In other words, the meaning of "dwelling unit under Building and Planning Codes is not dispositive of what constitutes a dwelling unit under the laws of California. More is needed in the analysis." In the *Owens* case, the court specifically endorses the definition of dwelling unit under California law and rejects the Oakland Building Maintenance Code definition cited by the Property Owner. The California definition, as mentioned above, is "any area understood to be committed [ ] to the habitation of a given tenant or tenants to the exclusion of others." [19] Here, the declaration of the tenant indicates that the tenant does not have and has not had access to the rear unit now or at any time since their current tenancy began.[20]

Affirming the property owner's interpretation of "dwelling unit" would not only directly contradict Court of Appeal precedent, it would also allow property owner neglect to destroy tenant protections. Tenants in duplexes will be placed in an untenable situation of being required to prove that the second unit in a duplex is habitable. This is entirely unrealistic and unfair because the tenants will lack access or control to view or see these units. Zoning and planning are public spaces where the tenant can obtain records on the occupancy of the property. Rent control protections should be consistent with the publicly accessible resources to which the tenants have access to, and not on information that will usually be exclusively under the control of the property owner. Moreover, if the owner's interpretation is accepted it will be an incentive to reduce housing stock, by permitting owners to let dwelling units fall into disrepair, designating

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[14] OMC 15.08.170
[15] OMC 15.08.080
[16] OMC 15.08.030
[17] OMC 15.08.060
[18] *Owens v. City of Oakland Housing, Residential Rent and Relocation Board*, 49 Cal.App.5th 739, decided 5/29/2020, page 1
[19] *Owens v. City of Oakland Housing, Residential Rent and Relocation Board*, 49 Cal.App.5th 739, decided 5/29/2020, page 1
[20] Tenant Exhibit E, p. 25

the unit as a single-family residence, and then raise the rent so high that formerly rent-controlled tenants will no longer be able to afford to live at the unit.

While it is true that the rear unit has been vacant for many years, a property owner's neglect and bad faith cannot and should not be a justification for removing a unit from rent control. It is contrary to the intent of the Rent Adjustment Ordinance and the Building Maintenance Code to allow duplexes to fall into disrepair and out of rent control coverage. Finally, if the owner seeks to take either one or both of the units off of the rental market, there are specific Oakland and State laws that provide a lawful mechanism to do so.

## II. THE PROPERTY OWNER HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF STATE LAW TO REMOVE THE UNITS FROM THE MARKET

In annual RAP filings, the owner has indicated that the unit is eligible for the "off-the-market" exemption. In fact, the exemption the property owner is claiming is inapplicable to this scenario. The "off-the-market" exemption to RAP fees and RAP's jurisdiction is intended to provide a local implementation mechanism for the Ellis Act. The Rent Adjustment Ordinance defines "Ellis Act Ordinance" as "the ordinance codified at O.M.C. 8.22.400 (Chapter 8.22, Article III) setting out requirements for withdrawal of residential units from the market pursuant to … The Ellis Act." The Ellis Act provides that

> *"no public entity, as defined in Section 811.2, shall, by statute, ordinance, or regulation, or by administrative action implementing any statute, ordinance or regulation,* ***compel the owner*** *of any residential real property to offer, or to continue to offer, accommodations in the property for rent or lease, except for guestrooms or efficiency units within a residential hotel…"* [21]

The intent behind the Ellis Act is to allow a property owner to exit the business of renting dwelling units entirely. [22] The Ellis Act allows property owners to go out of the residential rental business entirely by evicting their tenants and withdrawing ***all*** units from the market, even if the landlords could make a fair return, the property is habitable, and the landlords lack approval for future use of the land." [23] However, the owner must completely exit the market removing all of their units from the rental market. They key question is whether local laws presently compel the owner to remain in the business of renting units.

The Owner's Response, as well as Business License Tax documents claim that one of the two units are "off the rental market." In this case the owner has not exercised their rights under the Ellis Act, because the owner has not attempted to exit the rental market entirely. The owner is continuing to rent the other dwelling unit at the property to the tenant that is party to this petition. To access the Ellis Act exemption the owner would need to follow the appropriate process within the City of Oakland to comply with an Ellis Act eviction.

Where a property owner seeks to evict an Oakland tenant under the Ellis Act, they must provide written notice to the Rent Adjustment Program, and disclose the number of units being removed, the names of all tenants affected, and the lawful rent to be paid on the date of the

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[21] Cal Gov. Code Section § 7060(a)
[22] *Daro v. Superior Court*, 151 Cal.App.4th 1079
[23] *Daro v. Superior Court*, 151 Cal.App.4th 1079

notice.[24] Further, owners in these circumstances are required to provide advance notice to the tenants and make relocation payments to all affected tenants.[25] The owner has provided no documentation or evidence that these steps have been followed with respect to either unit. The owner may consider the rear unit "off-the-market," but that does not mean the front unit, where the tenant lives, should be treated as a separately alienable single-family home. If the owner wishes to exit the market, the Ellis Act provides a lawful mechanism to terminate the tenancy in the front unit and remove the unit from the rental market. The RAP decision issued here should not grant them license to skirt these procedures.

## III. CONCLUSION

City records clearly demonstrate that the property is a duplex. Sworn statements by the tenant indicate the property was used as a duplex. Public policy dictates that the property should be legally treated as a duplex.

Both the State of California and the City of Oakland have a commitment to ensuring that rental housing stock is and remains safe and habitable. Oakland Municipal Code specifies that rent control was established in the city with the recognition that there was a "shortage of decent, safe, affordable, and sanitary residential rental housing." [26]

Now, in response to a tenant petition, the owner claims the property is no longer covered under rent control due to the owner's neglect. This is unconscionable, and completely inconsistent with legislative intent and purposes behind Costa Hawkins, the Ellis Act, and the Oakland Rent Adjustment Ordinance. Rather than giving the tenant relocation payments necessary for exiting the rental market, the owner is attempting to circumvent the appropriate legal processes. Until the owner follows the appropriate processes, the dwelling units continue to fall under RAP's jurisdiction and RAP is empowered to stop this very situation by granting the tenant's petition and incentivizing the owner to make repairs now.

To allow the owner to remove this unit from the rental market simply by being negligent, and without following the proper procedures is simply not permissible under the laws of California and Oakland. Accordingly, we request you please grant the tenant's petition.

Xavier Johnson

Legal Fellow

Centro Legal de la Raza

[24] OMC Section 8.22.430(A)(1)(a)-(d)
[25] OMC Section 8.22.450
[26] OMC Section 8.22.010

CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

# HEARING DECISION

**CASE NUMBER:** T20-0093 Bolanos v. Olivieri

**PROPERTY ADDRESS:** 959 42nd Street, Oakland, CA

**DATE OF HEARING:** November 18, 2020

**DATE OF DECISION:** March 17, 2021

**APPEARANCES:** Miriam Bolanos, Tenant
Xavier Johnson, Tenant Representative
Noel Munger, Witness/Tenant Representative
Vanessa Cardenas, Interpreter
Jill Broadhurst, Owner Representative
Gina Fresquez, Property Manager/Owner's Daughter
Tom Fresquez, Owner's Son-in-Law

## SUMMARY OF DECISION

The tenant's petition is granted.

## CONTENTIONS OF THE PARTIES

On March 4, 2020, the tenant filed a petition contesting all prior rent increases and claiming that her housing services have decreased.

The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notices I was given were calculated incorrectly;
- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI and available banked rent increase;
- No written notice of the Rent Program was given to me together with the rent increases I am contesting;

- The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increases;
- The rent increases were not given to me in compliance with State law;
- The increase I am contesting is the second increase in my rent in a 12-month period;
- There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response claiming that the subject property is exempt from the Rent Adjustment Program as a single-family dwelling.

## THE ISSUES

(1) Is the subject property exempt from the Rent Adjustment Program?
(2) If not exempt, when, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
(3) If not exempt, are the contested rent increases valid?
(4) If not exempt, have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

## EVIDENCE

Rent History

The tenant stated on her petition and testified at the hearing that she moved into the subject property in October of 2013 at an initial rent of $1,000.00. The tenant stated on her petition and testified at the hearing that she is contesting the following rent increases:

1. From $1,000.00 to $1,400.00 effective January of 2014.
2. From $1,400.00 to $1,500.00 effective August of 2016.
3. From $1,500.00 to $1,600.00 effective March of 2018.
4. From $1,600.00 to $1,700.00 effective May of 2018.
5. From $1,700.00 to $1,800.00 effective April of 2019.
6. From $1,800.00 to $1,980.00 effective February of 2020.[1]
7. From $1,980.00 to $2,500.00 effective March of 2020.[2]

[1] Tenant Exhibit F
[2] Tenant Exhibit F

At the hearing, the tenant testified that she paid $1,800.00 in rent in January of 2020, $1,980.00 in rent in February of 2020 and $1,800.00 in rent in March of 2020. The property manager confirmed receipt of these rent payments. The tenant submitted rent receipts verifying rent payments from March of 2018 through March of 2020.[3] The tenant did not submit rent receipts for payments prior to March of 2018, stating that many of the rent payments were in cash and she did not receive receipts for them. The tenant further testified that she has not paid any rent since April of 2020, claiming financial hardship due to the Covid-19 pandemic. The property manager confirmed that the tenant did not pay rent in April of 2020 and has not paid any rent since then.

The property manager disputed the tenant's testimony regarding move-in date and initial rent, testifying that the tenant moved into the subject unit in October of 2014 at an initial rent of $1,400.00. The property manager submitted copies of text messages from the tenant, dated September 23, 2014, showing that the tenant requested to move into the subject property in September of 2014.[4] The text messages indicate that the property manager agreed to allow the tenant to move into the front unit with her mother, Rosa Lemus, who was already a tenant in the unit.

RAP Notice

The tenant stated on her petition and testified at the hearing that she never received the RAP Notice. The owner representative testified that the RAP Notice was not served because the subject property is exempt from the Rent Adjustment Program.

Costa-Hawkins Exemption for a Single-Family Dwelling

Testimony of Noel Munger – Tenant Representative

At the hearing, the tenant representative Noel Munger testified that the subject property is a duplex, or at the very least, at some point in the past, it had two dwelling units on the premises. He referred to the two units as the front unit and the rear unit. He submitted several government records which indicate that the property is a duplex. A City of Oakland Planning and Zoning Map which describes the subject property as a multi-dwelling property and shows two structures on one parcel.[5] A document from the County of Alameda, Office of the Assessor, entitled Property Assessment Information.[6] This document lists the property as a multi-dwelling property and describes it as consisting of "2, 3, or 4, single family houses". He submitted a City of Oakland Building Permit RE1604751 Record Detail with Inspection Log for an electrical panel installation in 2017 which approves the release of two separate electrical lines and refers to the property as a duplex.[7] Finally, he submitted photographs taken on March 2, 2020, which

[3] Tenant Exhibit H
[4] Owner Exhibit 3
[5] Tenant Exhibit A
[6] Tenant Exhibit B
[7] Tenant Exhibit C

show the exterior of the rear structure on the parcel, separate mailboxes, separate gas meters, and the new separate electrical meters with labeling for front and rear unit.[8]

Testimony of Tenant – Miriam Bolanos

The tenant testified that there are two dwelling units on the subject property, a front unit closer to the street and a rear unit behind it. She is currently a tenant in the front unit. She was previously a tenant of the rear unit from approximately 1997 through 2006. During that time the front unit was occupied by a separate household. In 2006 she ended her tenancy in the rear unit and relocated to Walnut Creek. When she vacated the rear unit, she left behind her refrigerator. She began a new tenancy in the front unit in October of 2013 and has resided there ever since. At the time she moved into the front unit, her mother and brother were already residing there. The tenant testified that since she moved into the front unit, she has not had keys to the rear unit and has not used the rear unit. A Declaration reiterating the tenant's testimony was received into evidence.[9]

Testimony of Owner Representative – Jill Broadhurst

The owner representative testified that the subject property consists of a single-family dwelling, multiple storage units, and a garage on an oversized lot. She submitted Declarations from the owner Jack Olivieri, property manager Gina Fresquez, owner's grandson Anthony Fresquez, and a neighbor Joseph Schwan, all stating that the rear structure has been used as a storage unit by the tenant. The owner representative further testified that the rear structure has not had power, gas, garbage or water service for years. She submitted utility bills verifying lack of service to the rear unit.[10] She also submitted interior photographs of the rear structure showing that the structure was used for storage, including storage of the tenant's items, such as the refrigerator.[11] Finally, the owner representative submitted a Real Property Tax Assessor Record printout which describes the property as a single-family residence.[12]

Testimony of Property Manager/Owner's Daughter – Gina Fresquez

The property manager testified that the rear structure the tenant claims is a second residential unit is a storage unit, not a residential unit. The subject property was rented to the tenant as a single-family dwelling and the tenant has had access to the entire property during her tenancy. The subject property has not been used as a duplex for the duration of the tenant's tenancy in the front unit. The property manager further testified that the tenant has a key to the rear unit and has used the rear unit for storage. The rear structure has only been intended for use as a storage unit.

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[8] Tenant Exhibit D
[9] Tenant Exhibit E
[10] Owner Exhibit 1
[11] Owner Exhibit 2
[12] Owner Exhibit 6

Arguments

The owner representative argues that the rear unit is a storage unit, and has not been utilized as a residential unit for the duration of the tenant's tenancy in the front unit. The owner representative further argues that the City of Oakland Building Maintenance Code defines a dwelling unit as a "residential building, or portion thereof, which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation for not more than one family or a congregate residence for not more than 10 persons".[13] Further, the Costa Hawkins Rental Housing Act defines residential real property as "any dwelling or unit that is intended for human habitation".[14] The owner representative argues that there are no utilities currently servicing the rear unit, is not intended for human habitation and does not meet the definition of a dwelling unit. The record clearly demonstrates that the rear unit is a storage unit.

The tenant representative argues that the property records from the City of Oakland and Alameda County clearly demonstrate that the subject property has two dwelling units that are not separately alienable. Further, the rear unit has actually been used as a dwelling unit in the past. Between the years 1997 and 2006 the tenant occupied the rear unit while the front unit was simultaneously occupied by a separate household. The tenant was the last person to live in the rear unit before moving to the front unit. The prior residential use of the rear unit supports the conclusion that the subject property is a duplex. Finally, the tenant representative argues that the definition of dwelling unit outlined in the California Civil Code should apply, not the definition in the Building Maintenance Code. California Civil Code defines a dwelling unit as "a structure or part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.[15] This definition is tied to the actual use of the physical space as a dwelling unit and not on how the building or space was originally designed to be used. Again, the rear unit was previously used as a residential unit, prior to the tenant's tenancy in the front unit. Therefore, it is a dwelling unit, regardless of how the space was originally intended to be used.

Decreased Housing Services

With her petition, the tenant submitted the following list of decreased housing services.

Heat: The tenant testified that the heater does not turn on consistently and emits a bad odor when it is on. She notified the owner of this issue verbally during her first winter in the unit. The owner testified that there was a Property Inspection Report prepared for the subject property in August of 2016 and no issues with the heater were

[13] OMC 15.08.170
[14] Civil Code Section 1954.51(e)
[15] Civil Code Section 1940(c)

noted in the report. A copy of the report was received into evidence.[16] After the owner received notice of this issue from the tenant's attorney in late 2019, an inspection of the unit was conducted by Tom Fresquez on January 25, 2020. During the inspection, the heat did turn on and off. Mr. Fresquez offered to vacuum the furnace area to remove debris that may be causing the odor. The tenant declined, stating she regularly vacuumed the area to remove cat hair and other debris, and that helped minimize the odor.

Windows, Mold, Walls and Ceiling: The tenant testified that the windows are deteriorated, don't seal properly and lack proper insulation. Due to the inadequate weatherproofing of the windows, there is mold in the unit and cracking paint on the walls and ceiling. Photographs of the windows, mold, and paint were received into evidence.[17] The tenant testified that she notified the owner verbally of these issues shortly after she moved into the unit. The owner representative testified that the owner did not receive notice of these issues until the tenant's attorney notified the owner in writing in late 2019. Additionally, the tenant did not complain about these issues during the inspection on January 25, 2020. The tenant testified that she did not complain about these issues during the inspection because she was afraid of her rent being increased again.

Rodents: The tenant testified that there is a rodent and racoon infestation in the unit. She notified the owner of this issue and it was partially abated in February of 2020. However, she can still hear raccoons in the basement.

The owner representative testified that after the tenant raised this issue during the inspection on January 25, 2020, Mr. Fresquez sealed all potential rodent entry points in the basement. He also had an exterminator inspect the property and the exterminator did not observe any rodent or raccoon activity and did not suggest any other actions other than sealing potential entry points in the basement.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

Costa-Hawkins Exemption for a Single-Family Dwelling

The Costa-Hawkins Rental Housing Act[18] provides that a dwelling or unit which is separately alienable from the title to any other dwelling or unit is exempt from local rent control, except under certain circumstances. The Oakland Rent Adjustment Program specifically states that if a unit is covered under Costa-Hawkins it is exempt from the Ordinance[19].

Here, the owner is seeking an exemption from the City of Oakland's Rent Adjustment Ordinance for the subject property based on Costa-Hawkins. The general rule of law about exemptions is that they are to be "strictly construed." See *DaVinci v.*

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[16] Owner Exhibit 5
[17] Tenant Exhibits I, J, and K
[18] Civil Code Section 1954.52(a)(3)
[19] O.M.C. §8.22.030(A)(7)

*San Francisco Residential Rent Board*, (1992) 5 Cal. App. 4th 24, 27. In *DaVinci* the Court cited *Barnes v. Chamberlain* (1983) 147 Cal. App. 3rd 762 in stating that:

> "In interpreting exceptions to the general statute courts include only those circumstances which are within the words and reason of the exception. ... One seeking to be excluded from the sweep of the general statute must establish that the exception applies."

Additionally, the Court in *DaVinci* stated that the rules regarding the interpretation of a municipal ordinance are the same rules as those that govern the construction of statutes. *DaVinci* at 27, citing *City of Los Angeles v. Los Olivos Mobile Home Park* (1989) 213 Cal. App. 3d 1427, 1433. In other words, an owner has the burden to prove an exemption, and any attempt to exempt a property from the Ordinance must be strictly construed.

Based on the record and the testimony of the parties, it is undisputed that the subject property consists of two structures on one parcel. Although the owner argues that the rear structure is a storage unit, the City of Oakland and Alameda County records submitted by the tenant support the conclusion that the two structures are both dwelling units that are not separately alienable.[20] The records received into evidence refer to the subject property as a multi-dwelling property. The City of Oakland permit records refer to the property as a duplex.[21] Additionally there are separate mailboxes, separate gas meters, and separate electrical meters with labeling for front and rear unit, supporting the argument that the rear unit was utilized as a residential unit at some point in the past.[22] Although the rear unit is currently functioning as a storage unit with no utilities servicing it, the evidence shows that it had the potential to function as a dwelling unit in the past.

Indeed, the tenant testified that she has actually occupied both the front and rear units as a tenant. Between the years 1997 and 2006 she occupied the rear unit while the front unit was simultaneously occupied by a separate household. The Hearing Officer is persuaded by the tenant's argument that the prior use of the rear unit as a dwelling unit supports the conclusion that the subject property is a duplex, even if the rear unit is currently vacant and used for storage.

Finally, the Hearing Officer is persuaded by the tenant's argument that the California Civil Code definition of dwelling unit should apply in this case, not the Oakland Building Maintenance Code. The California Court of Appeals for the First District has found that, "the meaning of a "dwelling unit" under building and planning codes is not in pari materia with the meaning under rent control ordinances."[23] In the

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[20] Tenant Exhibits A, B, and C
[21] Tenant Exhibit C
[22] Tenant Exhibit D
[23] Owens v. City of Oakland Housing, Residential Rent and Relocation Board, 49 Cal. App. 5th 739, decided 5/29/2020, page 1

*Owens* case, the court specifically endorses the definition of dwelling unit under California law and rejects the Oakland Building Maintenance Code definition. The California definition, is "any area understood to be committed to the habitation of a given tenant or tenants to the exclusion of others."[24] Here, the tenant testified that she occupied the rear unit while the front unit was simultaneously occupied by another household from approximately 1997 through 2006. Affirming the owner's interpretation of dwelling unit would allow property owner neglect to destroy tenant protections. Tenants in duplexes will be placed in an untenable situation of being required to prove that the second unit in a duplex is habitable. This is unfair because the tenants lack access or control over these units. Zoning and planning are public spaces where the tenant can obtain records on the occupancy of a property.

Based on the record, the owner has not sustained her burden to prove an exemption from the Rent Adjustment Program.

RAP Notice

It is undisputed that the tenant never received the RAP Notice.

Move-In Date and Initial Rent

There was conflicting testimony regarding the tenant's move-in date and initial rent. The tenant testified that she moved into the unit in October of 2013 at an initial rent of $1,000.00. The property manager testified that the tenant moved into the unit in October of 2014 at an initial rent of $1,400.00. The property manager submitted text messages showing that the tenant requested to move into the front unit on September 23, 2014. The Hearing Officer credits the property manager's testimony and finds that the tenant moved into the front unit in October of 2014 at an initial rent of $1,400.00.

Invalid Rent Increases

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy[25] and together with any notice of rent increase[26]. Because the RAP Notice was not provided to the tenant at the start of the tenancy or together with any of the notices of rent increases, all contested rent increases are invalid.

Additionally, the Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Adjustment Program and receive approval for the rent increase before the rent

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[24] Owens v. City of Oakland Housing, Residential Rent and Relocation Board, 49 Cal. App. 5th 739, decided 5/29/2020, page 1

[25] O.M.C. Section 8.22.060(A)

[26] O.M.C. Section 8.22.070(H)(1)(A)

increase can be imposed[27]. Furthermore, a rent increase in excess of the CPI Rent Adjustment or available banking must be justified on one or more grounds listed in the Rent Adjustment Ordinance.[28]

The owner did not receive approval from the Rent Adjustment Program before issuing the contested rent increases. The contested rent increases are further invalidated for this reason. The tenant's base rent remains $1,400.00, the amount prior to the first contested rent increase. Because the tenant paid the rent increases, the tenant is entitled to restitution for rent overpayments, but the restitution is limited to three (3) years prior to the hearing[29]. (See chart below).

Additionally, any restitution shall be offset by the rent owed to the owner due to non-payment of rent from April of 2020 through March of 2021. The owner is owed back-rent in the amount of $16,800.00 ($1,400.00 x 12 months).

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent[30] and may be corrected by a rent adjustment.[31] However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

Additionally, the tenants have the burden of proof with respect to each claim.

Heat: The owner representative testified credibly that the heat turns on and off. Additionally, the odor can be minimized by frequent vacuuming of debris around the furnace. Compensation for this claim is denied.

Windows, Mold, Walls, and Ceiling: The tenant testified credibly that the windows are deteriorated and lack inadequate weatherproofing, resulting in mold and cracking paint on the walls and ceiling. The photographs submitted by the tenant corroborate the tenant's testimony. Additionally, the Hearing Officer credits the tenant's testimony that she verbally notified the owner of this issue shortly after moving into the unit. This claim affects the habitability of the unit and the tenant is entitled to a 5% rent reduction until the windows are repaired. The tenant is also entitled to restitution for past decreased

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[27] O.M.C. §8.22.065(A)
[28] O.M.C. §8.22.070(C)1
[29] HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (Jackson-Redick v. Burks)
[30] O.M.C. Section 8.22.070(F)
[31] O.M.C. Section 8.22.110(E)

housing services but restitution is limited to three (3) years prior to the hearing[32]. (See chart below).

Rodents: The owner representative testified credibly that after the inspection on January 25, 2020, all potential rodent entry points in the basement were sealed. Additionally, an exterminator inspected the property and did not observe any rodent activity and did not suggest any other actions other than sealing potential entry points in the basement. Compensation for this claim is denied.

**RENT OVERPAYMENTS**

| From | To | Monthly Rent paid | Max Monthly Rent | Difference per month | No. Months | Sub-total |
|---|---|---|---|---|---|---|
| 1-Dec-17 | 1-Feb-18 | $1,500 | $1,400 | $100.00 | 3 | $300.00 |
| 1-Mar-18 | 1-Apr-18 | $1,600 | $1,400 | $200.00 | 2 | $400.00 |
| 1-May-18 | 1-Mar-19 | $1,700 | $1,400 | $300.00 | 11 | $3,300.00 |
| 1-Apr-19 | 1-Jan-20 | $1,800 | $1,400 | $400.00 | 10 | $4,000.00 |
| 1-Feb-20 | 28-Feb-20 | $1,980 | $1,400 | $580.00 | 1 | $580.00 |
| 1-Mar-20 | 31-Mar-20 | $1,800 | $1400 | 400.00 | 1 | $400.00 |
| | | | | **TOTAL OVERPAID RENT** | | **$8,980.00** |

**VALUE OF LOST SERVICES**

| Service Lost | From | To | Rent | % Rent Decrease | Decrease /month | No. of Months | Amount Overpaid |
|---|---|---|---|---|---|---|---|
| Windows, Mold & Paint | 1-Dec-17 | 1-Nov-20 | $1,400.00 | 5% | $70.00 | 36 | $2,520.00 |
| | | | | | **TOTAL LOST SERVICES** | | **$2,520.00** |

**ORDER**

1. Petition T20-0093 is granted.

2. The contested rent increases are invalid. The tenant's base rent is $1,400.00.

3. Due to ongoing decreases in housing services, the tenant's rent is reduced by 5% ($70.00). The tenant's current legal rent, before consideration of restitution, is $1,330.00 a month. The tenant may begin paying the reduced rent of $1,330.00 once this Hearing Decision is final. The decision is final if

[32] HRRAB Appeal Decisions T06-0051 (*Barajas/Avalos v. Chu*) & T08-0139 (Jackson-Redick v. Burks)

no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties

4. Due to rent overpayments and past decreased housing services, the tenant is owed restitution in the amount of $11,500.00. However, the owner is owed $16,800.00 in back-rent due to non-payment of rent. Therefore, the owner is owed a net amount of $5,300.00. This underpayment is adjusted by a rent increase for 12 months in the amount of $441.66 a month.

5. If the tenant wishes to, the tenant can repay the restitution owed to the owner at any time. If the tenant does so, the monthly increase for restitution ends at the time the owner is provided restitution.

6. If the owner repairs the windows and related mold and paint issues, the owner can increase the rent by 5% ($70.00 a month). In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code § 827 and the Rent Adjustment Ordinance.

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

Dated: March 17, 2021

Maimoona Ahmad

**Maimoona Sahi Ahmad**
Hearing Officer
Rent Adjustment Program

**PROOF OF SERVICE**
**Case Number T20-0093**

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

**Owner**
Gina Fresquez
25538 South Gold Ridge Drive
Castro Valley, CA 94552

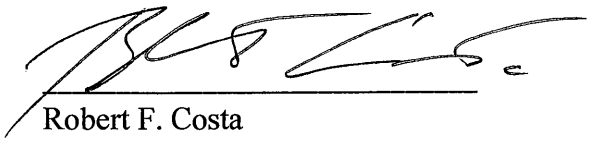
**Owner Representative**
Jill Broadhurst
Big City Property Group Inc.
PO Box 13122
Oakland, CA 94661

**Tenant**
Miriam Bolanos
959 42nd Street
Oakland, CA 94608

**Tenant Representative**
Xavier Johnson
Centro Legal De La Raza
3022 International Boulevard, 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 March 17, 2021 in Oakland, CA.



Robert F. Costa
Oakland Rent Adjustment Program

| CITY OF OAKLAND | **CITY OF OAKLAND**<br>**RENT ADJUSTMENT PROGRAM**<br>250 Frank Ogawa Plaza, Suite 5313<br>Oakland, CA 94612<br>(510) 238-3721 | For date stamp.<br><br>**APPEAL** |
|---|---|---|

| **Appellant's Name**<br>Gina Fresquez | ☒ **Owner** ☐ **Tenant** |
|---|---|
| **Property Address (Include Unit Number)** | 959 42nd Street<br>Oakland CA 94608 |
| **Appellant's Mailing Address (For receipt of notices)**<br>25538 South Gold Ridge Drive<br>Castro Valley, CA 94552 | **Case Number**<br>T20-0093<br>**Date of Decision appealed**<br>March 17, 2021 |
| **Name of Representative (if any)**<br>BIG CITY Property Group<br>Jill Broadhurst | **Representative's Mailing Address (For notices)**<br>PO BOX 13122, Oakland CA 94661 |

**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:* 6 total

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• **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:

| | |
|---|---|
| **Name** | Miriam Bolanos |
| **Address** | 959 42nd St |
| **City, State Zip** | Oakland CA 94608 |
| | |
| **Name** | |
| **Address** | |
| **City, State Zip** | |

| | |
|---|---|
| | 4-6-2021 |
| **SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE** | **DATE** |



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

**Landlord Appeal**

**CASE T20-0093**

April 6th, 2021

Landlord refutes the hearing officer's determination and believes the decision was inconsistent with controlling law and facts presented.

1- **MATH/CLERICAL ERRORS**. Landlord disagrees with the determination of the ongoing decrease in housing services and a subsequent credit. Hearing officer awards the tenant a 5% credit for windows. Landlord rejects this determination.

To be deemed untenantable (uninhabitable) under 1941.1 of the California Civil Code, the building must "substantially" lack one of the the cited, listed issues. The condition of weatherstripping of windows is not included in the listed issues and does not constitute a lack of weatherproofing, as weatherstripping, and weatherproofing, are not one and the same. The single pane windows function as designed. This was identified in the report from the home inspection performed in 2016. Lack of weatherstripping in good condition, which is not required by code, does not render the building as "substantially lacking" effective weatherproofing.

To be deemed a substandard building, under Health & Safety Code 17920.3, and breach the implied warranty of habitability, the listed condition must be one that exists to the extent it "endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof." The Petitioner provided no evidence showing that lack of weatherstripping on single pane windows endangered the life, limb, health, safety or welfare of the tenant. Similarly, no evidence was provided by the Petitioner showing that cracked paint or plaster, or even the presence of mold, endangered the life, limb, health or safety of the tenant.

As to the presence of mold, it is important to note as well that it was "minor" and as single pane windows sweat, the accumulation of moisture on the surface of the single pane windows occurs when the window is properly functioning. Without routine cleaning of the windows, which is the responsibility of the tenant, it would not be unexpected that accumulation of moisture on the windows due to condensation would lead to the mold growth.

The windows are single-paned, all lock, had existing weatherstripping, and are not cracked or damaged. Further, the tenant **NEVER** mentioned **ANY** issue with maintenance needed on the windows, as demonstrated in the previous communications between the tenant and Mr. Fresquez. Tenant's testimony fails to meet the burden of proof and is not supported. Further, an inspection report was originally submitted with petition, and windows were not highlighted by the licensed INSPECTOR as an issue requiring any maintenance or repairs.

Petitioner also did not provide any evidence other than verbal testimony that the landlord had constructive knowledge of any of the decreased housing service issues claimed in the petition. Therefore, the petitioner did not meet their burden of proof to establish when the owner knew, or

should have known, about the claimed decreased housing services. The owner, however, submitted evidence that the claimed decreased housing services did **not** exist at the time the petitioner claimed she informed the owner, and that the owner did not have constructive knowledge of the claimed issues. Although the hearing officer noted conflicting testimony of the petitioner, the hearing officer ignored the evidence submitted by landlord and relied solely upon the Petitioner's verbal testimony.

**Landlord seeks this credit be rejected and removed from the decision.**

**2- GROUNDS FOR APPEAL.**

a.) The decision is inconsistent with OMC 8.22, Rent Board Regulations and prior decisions. OMC 8.22.030(a)(7) exempts from its jurisdiction dwelling units, pursuant to Costa-Hawkins (California Civil Code § 1954.52). Dwelling units exempt under Costa-Hawkins include those in which "it is alienable separate from the title to any other dwelling unit." The property at issue is a single family residence with two separate structures used for storage. It is uncontested that the third structure is not a dwelling unit. It also is uncontested that during the current occupancy of Petitioner, the second structure had **not** been used as a dwelling unit, and **only** as a storage unit. At issue is whether the second structure "is" a dwelling unit. It is not, so the property is a single family residence (dwelling unit) with other structures (not dwelling unit(s)). Therefore, the title to the dwelling unit is alienable from any other "dwelling unit" and the property is exempt from the Oakland Rent Control Ordinance.

Petitioner contended that the second structure was a dwelling unit because 1) the California State definition should apply rather than the Oakland Building Code, and 2) that the unit had a history of being used as a dwelling. The Owens case is cited for proposition that California State law should apply. The City of Oakland Building Code defines "dwelling unit" as:

> "DWELLING UNIT is a single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation." OMC 15.08.170 – Definitions.

The State of California defines "dwelling unit" as:

> "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." Cal. Civ. Code 1940(c).

Although respondent believes that the Oakland Building Code definition should apply, the finding that the California law definition applies does not change the calculus or result. The second structure was not used as a home, residence, or sleeping place during the current tenancy of Petitioner. Thus, the property remains a single family residence (a single dwelling unit) with additional structures (non-dwelling units) and has title alienable from any other dwelling unit. Therefore, under OMC 8.22.030(a)(7), the property is exempt from Oakland Rent Control.

Petitioner then claims that a historical use defines the second structure as a dwelling unit. This too is incorrect and directly contradicts the Owens case on which the decision relies. In Owens, the owner of a single family residence rented out rooms with separate lease agreements for occupants and the occupants could use those rooms to live, at the exclusion of others. The Court found that just because the property was originally a single family residence did not mean that it was being used as a single family residence. The subject property in the Owen's case focused on the **current use** of the property, which was a multiple dwelling, by renting to several different occupants, and therefore, subject to rent control. The rationale is that the property is to be judged by its current use. The same holds true here in that, the use of the property during Petitioner's occupancy has been as a single-family residence with a storage structure in back. The back structure has not been used, nor is it available to be used, as a separate living unit. Accordingly, use of the property during this tenancy has been as a single family residence with alienable title separate from any other dwelling unit and is, therefore exempt from Oakland Rent Control.

b.) Hearing officer in Owen's case found use in a Single Family Dwelling as a predicate for the decision. This case challenges use and therefore, following the same line of thought, the use of one structure on this parcel is different than the next, which would mean it does NOT meet the burden of reason. There is only ONE dwelling on the parcel. The other structures DO NOT HAVE A KITCHEN, DO NOT HAVE A BATH, HAVE ONLY BEEN USED AS STORAGE, AND WERE NEVER INTENDED TO BE USED AS DWELLINGS. To interpret the logic as a "potential to function", per the hearing officers decision, is not a determination and further violates the rationale of the Owen's decision.

c.) This property has not been used as a multi-dwelling unit during this tenancy, or with this owner. The Alameda County Tax documentation states **there is only one single-dwelling structure** on site, which the hearing officer completely omits from her decision. The "2 or more structures" category provided by **the City of Oakland records refer to category of parcel but not ITS USE**. The hearing officer's decision on this interpretation is misdirected.

Further, the tenant has use of ALL structures (home, garage, and storage) while living on site. That was determined by the refrigerator and small pieces of furniture Ms. Bolanos stores in the storage unit. There is no one else renting on the property, nor has there ever been another tenancy during Ms. Bolanos' term. Evidence to the electric utility of other structures, being in the owner's name further demonstrates no other use or tenancy aside for storage was possible.

d.) This decision overrides county and state code determinations. It further ignores owner testimony and the legal proof from state and county agencies submitted by landlord.

e.) It is NOT the intent of the rent board to find **ANY** other property on a parcel and claim it is habitable and/or a dwelling unit for the purpose of having it under the Oakland Rent Ordinance.

The decision demonstrates a strong bias towards the tenant lawyer's testimony, and little to the validity of the sworn, notarized statements and evidence and statute provided by the landlord.

g.) To deny the owner a single family dwelling determination, as stated in county documents, and as supported by subsequent hearing decisions, denies a fair rate of return. To roll back rent and invalidate subsequent increases to the inception date, that were valid based on Costa Hawkins, denies the owner a fair rate of return. The owner has also incurred significant costs debating issues that are supported by law and testament.

**Landlord is demanding the appeal be granted, and the decision be remanded back to the hearing officer for a second, more detailed review. A decision based on ALL the evidence and sworn testimony, following state law, should be awarded to the landlord in this matter.**

**Landlord Appeal**

**CASE T20-0093**

June 24, 2021

Landlord refutes the hearing officer's determination and believes the decision was inconsistent with controlling law and facts presented.

**GROUNDS FOR APPEAL**

a.) <u>The decision is inconsistent with OMC 8.22, Rent Board Regulations and prior decisions</u>.

Petitioner rents a single-family dwelling with a separate structure (rear unit) on the property. Petitioner claims that the separate structure is a dwelling unit which is not separate and alienable from the title to the unit occupied by Petitioner.

The Landlord's position is rear unit has not been used as a dwelling unit, and has only been used as a storage unit. Landlord maintains that the rear unit is not a dwelling unit as during Petitioner's tenancy, the structure **has not been used** as a home, residence or sleeping place by any person who has maintained a household. Therefore, the structure does not meet the State of California's definition of a dwelling unit

**The Landlord's position that the <u>rear unit is not a dwelling unit is supported by the attached permit issued by the City of Oakland to demolish the rear unit which establishes that the rear unit is a "Utility/Miscellaneous Structure," and is not a dwelling unit.</u> This permit was applied for <u>prior</u> to the hearing and was not issued until after the hearing. The determination of the Permitted Occupancy Group of the rear unit was based upon a planning study performed by the City of Oakland that was required prior to issuing the demolition permit. Therefore, the City of Oakland has officially determined that the second structure is not a dwelling unit.**

b.) The decision demonstrates a strong outward bias towards Petitioner by crediting Petitioner's testimony, without any supporting evidence, and despite numerous demonstrable falsehoods in Petitioner's written and verbal testimony, *while dismissing the validity of the sworn, notarized statements and evidence and statute provided by the Landlord*.

c.) Petitioner entered into evidence correspondence between the Landlord and Petitioner which were marked as *"without prejudice."* Such correspondence is not admissible in subsequent

court, arbitration, or adjudication proceedings. However, this correspondence was admitted as evidence by the hearing officer without providing a legal basis to support doing do. Admission of this correspondence is improper, has prejudiced the Landlord and violates the Landlord's right to an independent and impartial hearing.

d.) The hearing decision, ***incorrectly cites or completely omits,*** testimony that is material to the case. Listening to the hearing recording will demonstrate the testimony that was given and presented.

e.) The hearing officer awards Petitioner a 5% credit based upon the testimony of Petitioner without requiring **any evidence** to satisfy Petitioner's burden of proof that the landlord had constructive knowledge of said issues, **while dismissing the validity of the sworn, notarized statements and evidence provided by the Landlord** refuting Petitioner's testimony.

**Landlord is seeking that an appeal be granted, and the decision be remanded back to the hearing officer for a second, more detailed and accurate review. A decision based on ALL the evidence and sworn testimony, following state law, should be determined.**

Permits for which no major inspection has been approved within 180 days shall expire by limitation. No refund more than 180 days after expiration or final.

959 42ND ST

CASE T20-0093

# CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • 2ND FLOOR • OAKLAND, CA 94612

959 42ND ST

**Planning and Building Department**
**www.oaklandnet.com**

**PH: 510-238-3891**
**FAX: 510-238-2263**
**TDD: 510-238-3254**

**Permit No:** RB2003483 Res dent a Bu d ng - Demo t on **Permit Issued:** 4/22/2021

**Job Site:** 959 42ND ST **Schedule Inspection by calling:** 510-238-3444

**Parcel No:** 012 102003000

**District:**

**Project Description:** Demo sh 420sf detached structure at rear of sfd ./Per DRX210264 okay to demo de attached accessory structure

**Related Permits:** DRX210264

| | Name | Applicant | Address | Phone | License # |
|---|---|---|---|---|---|
| **Owner-Builder:** | OLIVIERI JACK G | X | 4734 SHETLAND AVE OAKLAND, CA | 510-537-5226 | |
| **Owner:** | OLIVIERI JACK G TR | | 4734 SHETLAND AVE OAKLAND, CA | | |

**PERMIT DETAILS:** Residential/Building/Demolition

**General Info**

J Number: 119098 Detached Garage <400 sq ft: No Report So /Geotech:

**Building Information**

| | | | | | |
|---|---|---|---|---|---|
| Demo Type: | Ent re Demo | # Of Stor es | 1 | Perm tted Bu d ng Use: | M sce aneous Structure |
| Construct on Type: | VB Combust b e Construct on, No F re Rat ng | # Of Dwe ng Un t: | 0 | Perm tted Occupancy Group: | U Ut ty / M sce aneous Structure |
| | | # of Bu d ngs Before Demo: | 1 | Tota F oor Area (sq ft): | 420 |

**TOTAL FEES TO BE PAID: $0.00**

P ans Checked By _____ Date _____ Perm t ssued By _____ Date _____

F na zed By _____ Date _____

000245

# CHRONOLOGICAL CASE REPORT

| | |
|---|---|
| Case No.: | T19-0514 |
| Case Name: | Green v. Mosser Companies Inc. |
| Property Address: | 265 Vernon Street, Unit 214, Oakland, CA |
| Parties: | Morris Green Jr. (Tenant)<br>Jackie Zaneri (Tenant Representative)<br>Maria Recht (Owner's Agent)<br>Greg & Jr McConnell (Owner's Representatives') |

**TENANT APPEAL**:

| Activity | Date |
|---|---|
| Tenant Petition filed | November 15, 2019 |
| Owner Response filed | January 13, 2020 |
| Order of Settlement Mailed | October 7, 2020 |
| Tenant Appeal filed | November 2, 2020 |

| CITY OF OAKLAND | **CITY OF OAKLAND**<br>**RENT ADJUSTMENT PROGRAM**<br>250 Frank H. Ogawa Plaza, Ste. 5313<br>Oakland, CA 94612-0243<br>(510) 238-3721 | For date stamp<br>2019 NOV 15 PM 1:29<br>**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 | Rental Address (with zip code) | Telephone: |
|---|---|---|
| Morris Green Jr. | 265 Vernon St Apt #214<br>Oakland, CA 94610 | [redacted]<br>E-mail: |
| Your Representative's Name | Mailing Address (with zip code) | Telephone:<br>Email: |
| Property Owner(s) name(s)<br>Mosser Companies Inc.<br>OAK 265 Vernon St Associates/<br>265 Vernon St Property, LLC | Mailing Address (with zip code)<br>Mosser Companies Inc.<br>308 Jessie St<br>San Francisco, CA 94103 | Telephone:<br>(415) 673-1608<br>(628) 895-5809<br>Email:<br>chergenroether@mossercos.com |
| Property Manager or Management Co. (if applicable) | Mailing Address (with zip code) | Telephone:<br>Email: |

Number of units on the property: 44

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

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

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

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

| | |
|---|---|
| ✓ | (d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.) |
| ✓ | (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s). |
| ✓ | (f) The rent increase notice(s) was (were) not given to me in compliance with State law. over 10% in addition |
| | (g) The increase I am contesting is the second increase in my rent in a 12-month period. |
| ✓ | (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page) at apartment complex |
| ✓ | (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page) |
| | (j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired. |
| | (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014). |
| | (l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I) owner is claiming exemption |
| | (m) The owner did not give me a summary of the justification(s) for the increase despite my written request. |
| | (n) The rent was raised illegally after the unit was vacated as set forth under OMC 8.22.080. owner move-in |

can't re-rent for 3 yrs - can't re-rent the rent - need to set previous rent & reduce

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

Date you moved into the Unit: November 1st, 2006 Initial Rent: $ 850 ($900 w/ parking etc.)/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: 9/28/2018. If never provided, enter "Never."
According to Mosser Co, property owner's petition for approval of rent increase via capital improvement
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 From | To | Are you Contesting this Increase in this Petition?* | | Did You Receive a Rent Program Notice With the Notice Of Increase? | |
|---|---|---|---|---|---|---|---|
| 5/29/2019 and 8/27/2019 | 7/1/2019 and 10/1/2019 | $1,118.53 | $1,157.68 | ✓Yes | NO | Yes | ✓ |
| 5/24/2018 | 7/1/2018 | $ 1,058.21 | $ 1,118.53 | ☑ Yes | ☐ No | ☐ Yes | ☑ No |
| 9/28/2015 | 11/1/2015 | $ 1,058.21 | $ 1,115.01 | ☐ Yes | ☑ No | ☑ Yes | ☐ No |
| 4/25/2014 | 6/1/2014 | $ 1,036.45 | $ 1,058.21 | ☐ Yes | ☑ No | ☑ Yes | ☐ No |
| 4/25/2013 | 6/1/2013 | $ 1,006.27 | $ 1,045.05 | ☐ Yes | ☑ No | ☑ Yes | ☐ No |
| 12/21/2011 | 2/1/2012 | $ 974.12 | $ 1,006.27 | ☐ Yes | ☑ No | ☑ Yes | ☐ No |
| 12/23/2010 | 2/1/2011 | $ 948.51 | $ 974.12 | ☐ Yes | ☑ No | ☑ Yes | ☐ No |
| 12/23/2009 | 2/1/2010 | $929 | $948.51 | Yes | ✓No | ✓Yes | No |
| 9/5/2007 | 11/1/2007 | $850($900) | $929 | Yes | ✓No | ✓Yes | No |

1pt rent increase 3.5%; 3.4% and 2.3%; 2.1% and 1.9%; 2.1%; 3.0%; 3.3%; 2.7%; 0.7%; 3.3%



000448

*** 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:

T12-0039, T13-0189, T14-0207, T15-0544 and L19-0119 (Tenant's Response)
2012 2013 2014 2015 2019

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

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

| | | |
|---|---|---|
| Are you being charged for services originally paid by the owner? | ☑ Yes | ☐ No |
| Have you lost services originally provided by the owner or have the conditions changed? | ☑ Yes | ☐ No |
| Are you claiming any serious problem(s) with the condition of your rental unit? | ☑ Yes | ☐ No |

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

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

**Please attach documentary evidence if available.**

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

## IV. VERIFICATION: The tenant must sign:

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

**Tenant's Signature** — **Date** 11/14/2019

The issues I'm bringing attention to show the inconsistencies on how things are handled, operated, communicated and the **decrease in housing services** and other incidents at this said property. Such incidents that I am alluding to include:

1. Elevator being out of service for an extended long period of time, which is very inconvenient for tenants particularly the elderly and people with a disability;
2. Swimming pool being out for some time due to several violations with the pool not being properly cured by previous owners and the pool being off limits;
3. Newly installed intercom entry system by Mosser Co. that hasn't stop unwarranted intruders or packages and items from being stolen and for it not working properly (i.e., the inability for tenants to let someone into the complex whenever guests use the intercom system). **Note:** It was operable under the previous ownership;
4. Noise concerns and loitering issues on the premise due to dogs being allowed to occupy dwelling units, dogs being unleashed, dogs pooping on the premises, dogs habitually barking that disturbs the public peace, and dogs in the swimming pool;
5. Many security breaches that resulted in tenant's packages and mail being stolen and the mailbox being vandalized/broken despite 15+ cameras on the property;
6. The cleanliness of the common area and walkways with trash being left outside people's dwelling units which is unsanitary, a tripping hazard (safety), and brings unwanted rodents, insects and creatures into the complex;
7. Tenants inconvenience during construction projects or activity and tenants had to move their vehicles off the premises or vehicles being blocked while contractors replaced the existing roof, when remodeling was being done on vacant dwelling units that contribute to noise and constant water/power shutoffs and inspections;
8. Limited improvements on dwelling units where tenants lived in for over 5+ years;
9. Mosser Co. high staff turnover with changes to Resident and Property Managers;
10. Receiving a surprised letter from Mosser Co. staff regarding a $0.01 shortage to my account when I offered to pay the penny towards my March 2018 rent on the same day of delivery when I noticed an error on the postal money order, but was told by Mosser Co. staff it's okay to apply it to my April 2018 rent for which I did;
11. Mosser not providing me a notification letter of my $151.45 credit to my account;
12. Mosser improving vacant dwelling units with new appliances, décor, and so forth, but charging new tenants an exorbitant amount for rent from $2,500 to $3,000;
13. Mosser or their under LLC is renting out dwelling units in the disguise of Airbnb;
14. Mosser never providing a Notice to Tenants of the Residential Rent Adjustment Program (RAP) with the Notice of the first CPI rent increases of 2.3% (2017) and 3.4% (2018) until September 28, 2018 according to the Property Owner's Petition for approval of rent increase through capital improvements (Case No.: L19-0119);
15. Mosser Co. charging tenants twice for Rent Program Service (RAP) fee ($34) for the following months of July 1, 2019 and October 1, 2019;
16. Being aware of the twenty-plus (20+) properties Mosser Co. owns in Oakland and San Francisco under a private limited liability company (LLC) or another type of business entity that they are imposing the same unethical and greedy tactics in the form of petitions for rent increase approvals through capital improvement;
17. Lack of 24 hours notices received for repairs and events taking place on property;
18. Poor communication by Mosser Co. and the inability to speak with Mosser's staff directly when they don't return any phone calls.

Also, due to the various construction activities that have occurred from projects that were performed onto this property in the past it has caused a drastic decline in housing services. A list of declined or decreased in housing services includes:

1. Safety hazards (i.e., paint exposure, exposed unfinished railings or construction work and left over debris or construction material and supplies not being properly barricaded or contained);
2. Parking inconvenience and loss of utilities services with no compensation during the construction, repair or utilities shutdown activity;
3. Inability to use the elevator and swimming pool area because both were closed or out of service for an extended period of time due to ongoing maintenance issues, violations, and construction activity;
4. Schedule inconvenience and the inability to enjoy our home when the Mosser Companies' staff, agents, and its contractors wanting to enter our apartment units;
5. Dust and air quality issues, which affects our health and the dust covering many vehicles on the property (no compensation from the owner for car wash expenses);
6. Noise issues disturbing our peace of comfort or "Quiet Enjoyment" of living, which is a Law in California, resulting from the various construction activity that occurred on the property and the remodeling of various apartments;
7. Security issues (i.e., ineffective intercom entry system and camera installations) that haven't stop unwarranted intruders or packages or items from being stolen;
8. Security issues with Mosser Co. under LLC renting out dwelling units to unknown guests in the disguise of Airbnb and pushing people in the community out.

All of these decreased in housing services has affected my living situation and probably other tenants also at this property, with no compensation offered to the affected tenants and despite the fact that these project improvements done onto the property, which should not be classified as substantial rehabilitation does little to no benefit to the tenants during these difficult economic times. I feel these rent increases, which includes a petition for rent increase via capital improvement pass-through and decrease in housing services, is unfair and a disservice to long time residents like myself at this apartment complex.

According to the City of Oakland's Justifications for Rent Increase Higher than the CPI Increase, **"Note: An owner may take the CPI Increase OR any combination of individual adjustments, but <u>not both</u>."** Therefore, since I and most likely other tenants are being charged for both, I feel that is unjust (See the City of Oakland's "Justifications for Rent Increase Higher than the CPI Increase" document for details).

In addition, the various projects have also affected my Quiet Enjoyment of Living Space or according to the Warranty of Quiet Possession, California Civil Code Section 1927, which states that a rental agreement binds the landlord to provide their tenants with quiet possession during the term of the agreement. This means that I have the right to be free from interference in using and enjoying my home during the time I am living here **(See Warranty of Quiet Possession, California Civil Code Section 1927)**.

Ever since Mosser took over as owner of 265 Vernon Street Property in October 11, 2016 there have been many projects performed. Some of the projects performed by Mosser Co., residents didn't receive a 24 hours notice in time, which is required by management to notify tenants of the work to be performed. The lack of communication inconveniently affected tenants work schedule, availability and quiet enjoyment of living.

The various projects performed on this property are the most I ever experienced by one ownership since I have been living here, which leads me to ask the question what is the purpose of all of these projects by Mosser Companies, which some are unnecessary and have not been discussed with the tenants beforehand if the work was needed or not.
The list of projects that were performed or have yet to be performed include:

1. Painting the elevator's interior (Tuesday, October 18, 2016);
2. Water Shutoff for hot water supply (Wednesday, October 26, 2016);
3. Water Shutoff for plumbing repairs (Tuesday, December 20, 2016);
4. Water Shutoff for plumbing repairs (Friday, December 30, 2016);
5. Water Shutoff for plumbing repairs (Wednesday, January 4, 2017);
6. PPM Measuring for conducting "As-Built" floor plans of the building for insurance purposes (Wednesday, March 15, 2017 and Thursday, March 16, 2017);
7. Water Shutoff for plumbing repairs (Thursday, April 6, 2017);
8. Swimming Pool Update regarding several violations with the pool not being properly cured by previous owners and the pool being off limits (May 1, 2017);
9. Unauthorized Parking Warning notice for cars being blocked by unauthorized vehicles (May 5, 2017), which has happened to me several times;
10. Pool key distribution after receiving updated swimming pool permit and the pool is now open (May 9, 2017);
11. Audits of Storage Spaces notice (May 24, 2017);
12. Key Auditing & Testing all keys including apartment keys (June 6, 2017);
13. Replacing Existing Roof, which blocked our driveway entrance for several days and prevented tenants from swimming in the pool due to the dust and debris entering the pool from June 19 to July 10 (June 16, 2017 and June 19, 2017);
14. Electrical Shutoff to the building on Tuesday, June 27, 2017 (June 21, 2017);
15. PS2 Painting project consisting of painting the exterior and interior of the building including the railings. Prep work such as power wash and painting occurred on July 11 and currently still ongoing as of October 16, 2017 (July 10, 2017);
16. Water Shutoff to fix a leak in an apartment's shower (Thursday, July 11, 2017);
17. PS2 Painting Project update schedule will last 2 to 3+ weeks (July 18, 2017);
18. Window Replacement Measurement on Monday, July 24, 2017 (July 19, 2017);
19. Interior Window Measurement Update Notice on July 24, 2017 (July 21, 2017);
20. Interior Window Measurement Reschedule Update now on July 31, 2017 instead of July 24, 2017 due to unforeseen reasons (July 26, 2017);
21. PS2 Paint Schedule Update on painting balcony railings, doors, trims, etc. from July 28 through August 2. Currently, work is still being performed and latest work was Saturday, October 14, 2017 (July 28, 2017);
22. Landings Paint Schedule Update regarding power wash and coating/painting from August 14 to 17 (August 10, 2017);
23. Landings Paint Schedule Update 8/17/17 regarding coating/painting on balconies facing courtyard and walkways from August 18 to 22. They were doing work passed the normal business hours (August 17, 2017);
24. Interior Window Replacement work by ALCO Construction from August 28th to September 2nd, 2017 (August 21, 2017);
25. Interior Window Replacement Update by ALCO Construction from August 28 to September 2nd, 2017 (August 24, 2017) that never addressed or resolved the air draft from entering the dwelling units due to the windows not being double pane;
26. Water Shutoff for plumbing repairs on September 1st (August 31, 2017);

27. Exterior Window Touch Up Paint to the exterior trims of the windows by ALCO Construction on September 6th, 2017 (September 5, 2017);
28. Railing Replacement by Gomez Iron Works starting Wednesday, 9/13/2017 and last more than 2 weeks. Expect construction sounds, welding sounds, and sounds of generator, etc. (September 8, 2017);
29. Unnecessary Front Façade Lighting Notice by PS2 Construction working outside the windows on Monday, 9/18/2017 to Wednesday, 9/20/2017 (Sept. 15, 2017);
30. Notice of Window Inspection to be conducted by the City of Oakland and the contractor on 9/22/2017, but the city inspector was a no show and according to Cornely Company's note addressed to the inspector they "waited until 4:45pm" (September 18, 2017);
31. Smoke Detector Inspection by the City of Oakland Building Inspector to address some units not having smoke detectors/carbon monoxide detection units or non-working units. Mosser Co. will be inspecting/installing devices in apartments on Sept. 26th to ensure that smoke detectors are working properly (Sept. 22, 2017);
32. Inspection and installation of Smoke/CO2 Detectors on 9/26/2017 and City of Oakland's building inspector (Jeremy Rice) will come and check on the work on 9/27/2017 (**Note:** I mentioned to both Maria Rojas, Mosser's Property Manager of 265 Vernon Street and the City Inspector the unfinished work that was done on the window installation, which resulted in paint and wood being stripped off the interior of my apartment #214 unit. Also, mentioning water leaks that occurred previously when Mosser Co. became the property owner) (September 25, 2017);
33. Brief Water Shutoff with no notice given to tenants on September 25, 2017;
34. New plants outside of the property and new or different swimming pool furniture;
35. Front Façade Work (i.e., Paint and Electrical Lights) and Power Wash sidewalk conducted by PS2 Construction on October 6, 2017 (October 4, 2017);
36. Unnecessary Installation of a New Entry System in the building on Tuesday, October 24th by R&S Overhead Garage Door, which will make our front door key useless after changing the lock and distributing the fobs (October 9, 2017);
37. Schedule notice for fob distribution to tenants on various days (October 13, 2017);
38. Railing Replacement Update for common area followed by painting from October 17, 2017 to October 20, 2017. Expect construction sounds, welding sounds, and sounds of generator and probably much more projects later (October 13, 2017);
39. Remodeling of Apartment #114 with no notice received. Sledgehammering, drilling, banging, etc. causing major noise and sleep disturbance/problems for the upstairs tenant Apt #214. From September 2017 to present;
40. Electrical Upgrade to the building's main panel, Power Shutoff on November 8, 2017 (October 27, 2017);
41. Electrical Upgrade to the building's main panel, Power Shutoff on November 8, 2017 (November 7, 2017). **Note:** On 11/7/2017 lights outside apartment & laundry room were out until 7:15pm and tenants didn't receive a 24 hours notice. In fact, tenants received a "friendly reminder" around 5:30pm on 11/7/2017;
42. Water Shutoff for plumbing repairs on November 27, 2017 (November 22, 2017);
43. Oakland's Fire Department/Fire Prevention Bureau's Inspection Attempt Notice that was not conducted due to property representative and/or owner not showing up for the inspection on December 7, 2017 at 10:30 am (December 7, 2017);
44. Water Shutoff due to repairs on December 5, 2017 (January 3, 2018);
45. Fire and Compliance Notice: Remove or relocate all BBQ grills (January 3, 2018);
46. Water Shutoff due to repairs on January 12, 2018 (January 4, 2018);
47. Repairing the 4 lower roofs in front of the building on Jan. 15th (January 12, 2018);

48. Notice RE: Do not overfill garbage bins, the flattening of boxes and do not leave boxes/trash outside of your apartment door (May 7, 2018);
49. Electrical Upgrades–Power Shutdown Notification to homes for electrical meter work (August 13 & 14, 2018);
50. 308 Jessie St office location no longer accepting checks or money order at its location effective on October 22, 2018 (August 30, 2018);
51. Notice RE: Unauthorized Entry of 265 Vernon St. Property and the resident mailboxes were affected (i.e., mailbox locks being damaged and mail possibly stolen) (September 6, 2018);
52. Parking Audit Notice (October 6, 2018);
53. Community Updates RE: Pet Messes negatively impact the quality of life for our neighbor; Pool care dealing with deep cleaning and discoloration of pool and pool closure; and Ivy care trimming (October 12, 2018);
54. Update: Naomi Lee, 265 Vernon Street Property Resident Manager is no longer associated with Mosser Companies and Jesus Bujaico is now the Interim Resident Manager (November 1, 2018);
55. Elevator Repairs to relocate an elevator tank and perform minor repairs to the elevator system. Scheduled start date on November 14, 2018 and it lasted for several weeks/month. Inconvenience for tenants, particularly elderly and tenants with a disability (November 9, 2018);
56. Habitability Inspections that includes inspection of the condition of smoke and carbon monoxide detectors, appliances, carpet, paint, tiles, walls, toilets and other items of each apartment scheduled on November 13, 2018 (November 9, 2018);
57. **Work Order Issues** with the sink drain and leaking underneath the kitchen sink, hallway flooring issues (tripping/safety hazard), surrounding window frame needs painting or touch up due leaks previously and poor installation, window curtain replacement because they are difficult to turn properly, bathroom tile need re-grouting or re-caulking, bathroom outlet keeps turning off (electrical issues), issues with the intercom entry system, etc. (November 14, 2018);
58. Elevator Repairs: the valve in the elevator bank has failed. Scheduled start date on December 14, 2018 and it continues to be a problem. Inconvenience for tenants, particularly elderly and tenants with a disability (December 14, 2018);
59. Neighborhood Crime Awareness: Increased/multiple package thefts and vehicle break-ins occurring on 265 Vernon St Property (December 14, 2018);
60. Update: Jesus Bujaico, 265 Vernon Street Property Interim Resident Manager is no longer Resident Manager and Eduardo Echeverria is now the new Resident Manager (December 14, 2018);
61. Elevator Repairs: the valve in the elevator bank has failed. Timeframe for work is between January 3 to 9, 2019 and the problem still exist. Inconvenience for tenants, particularly elderly and tenants with a disability (December 26, 2018);
62. GFI Inspection and Notice of Intent to enter dwelling unit for purposes of exhibiting the unit on to workmen or contactors and making necessary repairs or improvements on January 8, 2019. I didn't make any such request to enter my dwelling unit (January 4, 2019);
63. Elevator Repair Update due to a faulty valve in the cabling, which placed the elevator out of service for a long period of time. Timeframe for work to begin is unknown, but parts are estimated to arrive between 2/11/2019 to 2/13/2019. Inconvenience for tenants, particularly elderly and tenants with a disability (January 7, 2019);

64. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling (January 10, 2019);
65. Water Shutoff due to plumbing repairs on January 17, 2019 (January 16, 2019);
66. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling and part should arrive around 1/10/2019 (January 17, 2019);
67. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling and during recent re-inspection the valve is not keeping up within threshold standards (January 31, 2019);
68. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling, which placed the elevator out of service for a long period of time. Timeframe for work to begin is unknown, but parts are estimated to now arrive between 2/21/2019 to 2/28/2019. Inconvenience for tenants, particularly elderly and tenants with a disability (January 7, 2019), (February 21, 2019);
69. Electrical Upgrades–Power Shutdown Notification to homes for electrical meter work on February 28, 2019 (February 22, 2019);
70. Water Shutdown Notice due to plumbing repairs on April 8, 2019 (April 5, 2019);
71. Pet Etiquette Notice for pet owners that have their dogs or animals unleashed and pooping or urinating all around the premises, habitually barks or cries that disturbs the public peace, roaming around the common areas, etc. (April 15, 2019);
72. Unauthorized Vehicle Parking Notice (April 15, 2019);
73. Smoking Notice: Smoking is not permitted inside dwelling units and all common area (April 15, 2019);
74. Dwelling Unit Key Audit Testing on May 8, 2019 (May 6, 2019);
75. Electrical Upgrades–Power Shutdown/Outage Notification to homes for electrical meter work on June 10, 2019 (Notice received on June 7, 2019 at 3:20 p.m.);
76. Electrical Upgrades–Power Shutdown/Outage Notification to homes for electrical meter work on June 14, 2019 (June 12, 2019);
77. Annual Diligence Inspections that includes inspection of the condition of smoke and carbon monoxide detectors, appliances, carpet, paint, tiles, walls, toilets and other items inside of each apartment home on August 8, 20019 (July 17, 2019);
78. PG&E Power Shutoff Notification to homes for electrical meter work on July 25, 2019 (July 24, 2019);
79. Mosser staff knocked on my door unannounced to check for leaks. There was no notice reminder since the July 17, 2019 notice or any phone call (August 8, 2019);
80. Pool Rules, Bulk Pick-up and Garage Waitlist Notice (August 12, 2019);
81. Water Shutdown Notice due to repairs on August 19, 2019 (August 16, 2019);
82. Water Shutdown notice due to necessary plumbing repairs on September 12, 2019 (September 11, 2019); and
83. Possible Pacific Gas & Electric (PG&E) Safety Outages/ "Blackouts" starting on October 9, 2019 at 4 AM and onwards. Received this noticed on October 9, 2019 around 5:30PM when outages was schedule to start 10/8/2019 (No 24hr notice).
84. Water Shutoff Notice scheduled for Wednesday, November 6, 2019 (Didn't receive a 24hr notice). Went to wash my hands and discovered I had no running water.
85. Water Shutoff Notice scheduled for Monday, November 11, 2019.
86. Notice for mailbox upgrades since our mailbox have been broken and vandalized for a long period of time resulting in stolen mail and packages that I made issue of in my October 14, 2019 letter; a resident given notice to vacate the apartment; notice of renovation for vacant units; and parking space rental increase of $250 per month for space (November 13, 2019).

The amount of notices tenants received and continued to receive without providing a 24 hours notice to tenants for some of the work performed illustrates harassing type of behavior, especially considering the multiple water and power shutoffs and the constant entering into tenants dwelling units by Mosser Co. staff.

I notified the owner, Mosser Companies under their many LLCs and its staff, particularly Maria Rojas, Property Manager in dated October 16, 2017 letter and Chantae' Hergenroether, Portfolio Manager in dated October 14, 2019 letter. Also, Mosser and its staff are aware of work order issues that some haven't been addressed. Overall, it's difficult for me to determine or calculate the dollar value of the decreased in housing services or problems/issues at this time.

Sincerely,

MGJ

Morris Green Jr.
Loyal Tenant at the 265 Vernon Street Property

265 Vernon St, Apt. #214
Oakland, CA 94610

2019 OCT 21 PM 1:44

October 18, 2019

Attn: City of Oakland
Housing & Community Development Department
Rent Adjustment Program (RAP)
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

RE: **Case No. L19-0119**, Property Owner Petition for Approval of Rent Increase through Capital Improvements for said property 265 Vernon Street in Oakland, CA

To Whom It May Concern:

I believe the owner, Mosser Companies Inc. or 265 Vernon Street Property, LLC who took over ownership of property 265 Vernon Street in Oakland, CA in October 11, 2016 is not entitled to the proposed rent increases through capital improvement because of the result of deferred maintenance, unaddressed requested repairs, and code enforcement-required repairs issues. Furthermore, I am confused to why these new capital improvement costs are being imposed onto the tenants again by the current property owner since the previous property owner did the same thing on similar grounds under seismic retrofitting work on September 28, 2015, which the tenants are still paying the cost for.

In addition, the improvements did not benefit the tenants and solely benefits the property owner; were not completed in the necessary timely fashion with various delays or issues that inconveniently affected tenants' work schedule, availability and quiet enjoyment of living (See Warranty of Quiet Possession, California Civil Code Section 1927); and the improvements constituted gold-plating.

Overall, I am contesting the justification and approval of rent increases through capital improvements imposed by the owner. I feel that these rent increases are not valid and unfair to the tenants suffering economic hardships, the rise in homelessness, and decreased in housing services at this said property.

Sincerely,

MGJ

Morris Green Jr.
Loyal Tenant at the 265 Vernon Street Property

265 Vernon St, Apt. #214
Oakland, CA 94610

October 14, 2019

Attn: Ms. Chantae' Hergenroether, Associate Portfolio Manager
Mosser Companies or 265 Vernon Street Property, LLC
220 Montgomery St, Ste 2000; 308 Jessie Street; or 350 Turk Street
San Francisco, CA 94104; San Francisco, CA 94103; or San Francisco, CA 94102

To Chantae' Hergenroether, Associate Portfolio Manager of the 265 Vernon St. Property:

I am writing this letter in response to the recent documents I received from the City of Oakland, Housing & Community Development Department, Rent Adjustment Program (RAP) in the mail on September 19, 2019, regarding your (Mosser Companies (Co.) or 265 Vernon Street Property, LLC) petition for approval of rent increase through Capital Improvements (**Case No. L19-0119**) for various building-wide capital improvements projects totaling **$364,606.13** on the 265 Vernon Street Property. I am very confused to how much of the total cost of **$364,606.13** will be passed onto the tenants, therefore I am requesting if you can provide me and other tenants the pass through cost breakdown per month for everyone who resides at this property.

With all the new projects and construction activity claimed to have occurred since Mosser Co. became the new owners of the 265 Vernon Street Property on October 11, 2016, I am also requesting copies in writing of all the invoices, receipts, bid contracts, disclosure of your finances due to the imposed rent increase or other documentation showing the costs for total payment and permits of each alleged building-wide capital improvement project work that was completed, paid for, and will be performed in the future by Mosser Co. and its contractors and subcontractors on the 265 Vernon Street Property. Moreover, can you provide me a list of projects that have been and will be performed and upcoming plans for future projects for this property that you or Mosser Companies might claim as capital improvement, substantial rehabilitation, or something else?

Furthermore, I am also confused why these new capital improvement costs is being imposed again onto the tenants through a petition as a capital improvement pass through for rent increase by the current property owner when on September 28, 2015 the previous property owner did the same thing on similar grounds under seismic retrofitting work, which the tenants are still paying the cost for.

Ideally, the capital improvements pass through imposed by the property owner benefits the property owner solely in terms of increased property value and profits received by the property owner and not to the tenants if the property is sold. Not only is there benefits received by the property owner solely involving capital improvement pass through, but the owner is allowed to charge tenants one-half of $68 per unit RAP service fee ($34) and other conditions. The shift in costs solely benefits the property owner overall expenses whereas tenants are left with additional expenses while having to pay rent every month to never receive any profit or generate any money if the property is sold to a potential buyer.

Since the Mosser Companies took over ownership of the 265 Vernon Street Property in October 11, 2016, I have been subjected to three allowable annual rent increases based on the regional Consumer Price Index ("CPI") of 2.3% (July 1, 2017), 3.4% (July 1, 2018) and 3.5% (July 1, 2019), which totals to $99.47 added to my past rent of $1,058.21 under the previous owner. Not only have I been subjected to rent increases mentioned above and by the previous owners of said property, but now you and the Mosser Companies are petitioning to impose additional rent increases disguised as capital improvement.

I am contesting the rent increases imposed by you and the Mosser Companies because I feel that it is not valid and unfair to increase the rent every year in addition to the CPI rent increase considering the economic situation in America with the rise of homelessness and economic hardship that I and many other people face. Furthermore, I have been a loyal tenant for over five plus (5+) years at this apartment complex. During my years here I have consistently paid my rent on time every month despite suffering economic hardship. In addition, I take good care of the property and considerate to my fellow neighbors. Since I am a loyal resident and the complex has a high turnover rate with residents, I feel that it is unfair to impose rent increases particularly in the disguise as capital improvement considering all the issues I have experienced while living here.

The issues I'm bringing attention to show the inconsistencies on how things are handled, operated, communicated and the decrease in housing services and other incidents at this said property. Such incidents that I am alluding to include:

1. Elevator being out of service for an extended long period of time, which is very inconvenient for tenants particularly the elderly and people with a disability;
2. Swimming pool being out for some time due to several violations with the pool not being properly cured by previous owners and the pool being off limits;
3. Newly installed intercom entry system by Mosser Co. that hasn't stop unwarranted intruders or packages and items from being stolen and for it not working properly (i.e., the inability for tenants to let someone into the complex whenever guests use the intercom system). **Note:** It was operable under the previous ownership;
4. Noise concerns and loitering issues on the premise due to dogs being allowed to occupy dwelling units, dogs being unleashed, dogs pooping on the premises, dogs habitually barking that disturbs the public peace, and dogs in the swimming pool;
5. Many security breaches that resulted in tenant's packages and mail being stolen and the mailbox being vandalized/broken despite 15+ cameras on the property;
6. The cleanliness of the common area and walkways with trash being left outside people's dwelling units which is unsanitary, a tripping hazard (safety), and brings unwanted rodents, insects and creatures into the complex;
7. Tenants inconvenience during construction projects or activity and tenants had to move their vehicles off the premises or vehicles being blocked while contractors replaced the existing roof, when remodeling was being done on vacant dwelling units that contribute to noise and constant water/power shutoffs and inspections;
8. Limited improvements on dwelling units where tenants lived in for over 5+ years;
9. Mosser Co. high staff turnover with changes to Resident and Property Managers;
10. Receiving a surprised letter from Mosser Co. staff regarding a $0.01 shortage to my account when I offered to pay the penny towards my March 2018 rent on the same day of delivery when I noticed an error on the postal money order, but was told by Mosser Co. staff it's okay to apply it to my April 2018 rent for which I did;
11. Mosser not providing me a notification letter of my $151.45 credit to my account;
12. Mosser improving vacant dwelling units with new appliances, décor, and so forth, but charging new tenants an exorbitant amount for rent from $2,500 to $3,000;
13. Mosser or their under LLC is renting out dwelling units in the disguise of Airbnb;
14. Mosser never providing a Notice to Tenants of the Residential Rent Adjustment Program (RAP) with the Notice of the first CPI rent increases of 2.3% (2017) and 3.4% (2018) until September 28, 2018 according to the Property Owner's Petition for approval of rent increase through capital improvements (Case No.: L19-0119);
15. Mosser Co. charging tenants twice for Rent Program Service (RAP) fee ($34) for the following months of July 1, 2019 and October 1, 2019;
16. Being aware of the twenty-plus (20+) properties Mosser Co. owns in Oakland and San Francisco under a private limited liability company (LLC) or another type of business entity that they are imposing the same unethical and greedy tactics in the form of petitions for rent increase approvals through capital improvement;

17. Lack of 24 hours notices received for repairs and events taking place on property;
18. Poor communication by Mosser Co. and the inability to speak with Mosser's staff directly when they don't return any phone calls.

Also, due to the various construction activities that have occurred from projects that were performed onto this property in the past it has caused a drastic decline in housing services. A list of declined or decreased in housing services includes:

1. Safety hazards (i.e., paint exposure, exposed unfinished railings or construction work and left over debris or construction material and supplies not being properly barricaded or contained);
2. Parking inconvenience and loss of utilities services with no compensation during the construction, repair or utilities shutdown activity;
3. Inability to use the elevator and swimming pool area because both were closed or out of service for an extended period of time due to ongoing maintenance issues, violations, and construction activity;
4. Schedule inconvenience and the inability to enjoy our home when the Mosser Companies' staff, agents, and its contractors wanting to enter our apartment units;
5. Dust and air quality issues, which affects our health and the dust covering many vehicles on the property (no compensation from the owner for car wash expenses);
6. Noise issues disturbing our peace of comfort or "Quiet Enjoyment" of living, which is a Law in California, resulting from the various construction activity that occurred on the property and the remodeling of various apartments;
7. Security issues (i.e., ineffective intercom entry system and camera installations) that haven't stop unwarranted intruders or packages or items from being stolen;
8. Security issues with Mosser Co. under LLC renting out dwelling units to unknown guests in the disguise of Airbnb and pushing people in the community out.

All of these decreased in housing services has affected my living situation and probably other tenants also at this property, with no compensation offered to the affected tenants and despite the fact that these project improvements done onto the property, which should not be classified as substantial rehabilitation does little to no benefit to the tenants during these difficult economic times. I feel these rent increases, which includes a petition for rent increase via capital improvement pass-through and decrease in housing services, is unfair and a disservice to long time residents like myself at this apartment complex.

According to the City of Oakland's Justifications for Rent Increase Higher than the CPI Increase, **"Note: An owner may take the CPI Increase OR any combination of individual adjustments, but <u>not both</u>."** Therefore, since I and most likely other tenants are being charged for both, I feel that is unjust (See the City of Oakland's "Justifications for Rent Increase Higher than the CPI Increase" document for details).

In addition, the various projects have also affected my Quiet Enjoyment of Living Space or according to the Warranty of Quiet Possession, California Civil Code Section 1927, which states that a rental agreement binds the landlord to provide their tenants with quiet possession during the term of the agreement. This means that I have the right to be free from interference in using and enjoying my home during the time I am living here **(See Warranty of Quiet Possession, California Civil Code Section 1927)**.

Ever since Mosser took over as owner of 265 Vernon Street Property in October 11, 2016 there have been many projects performed. Some of the projects performed by Mosser Co., residents didn't receive a 24 hours notice in time, which is required by management to notify tenants of the work to be performed. The lack of communication inconveniently affected tenants work schedule, availability and quiet enjoyment of living.

The various projects performed on this property are the most I ever experienced by one ownership since I have been living here, which leads me to ask the question what is the purpose of all of these projects by Mosser Companies, which some are unnecessary and have not been discussed with the tenants beforehand if the work was needed or not.
The list of projects that were performed or have yet to be performed include:

1. Painting the elevator's interior (Tuesday, October 18, 2016);
2. Water Shutoff for hot water supply (Wednesday, October 26, 2016);
3. Water Shutoff for plumbing repairs (Tuesday, December 20, 2016);
4. Water Shutoff for plumbing repairs (Friday, December 30, 2016);
5. Water Shutoff for plumbing repairs (Wednesday, January 4, 2017);
6. PPM Measuring for conducting "As-Built" floor plans of the building for insurance purposes (Wednesday, March 15, 2017 and Thursday, March 16, 2017);
7. Water Shutoff for plumbing repairs (Thursday, April 6, 2017);
8. Swimming Pool Update regarding several violations with the pool not being properly cured by previous owners and the pool being off limits (May 1, 2017);
9. Unauthorized Parking Warning notice for cars being blocked by unauthorized vehicles (May 5, 2017), which has happened to me several times;
10. Pool key distribution after receiving updated swimming pool permit and the pool is now open (May 9, 2017);
11. Audits of Storage Spaces notice (May 24, 2017);
12. Key Auditing & Testing all keys including apartment keys (June 6, 2017);
13. Replacing Existing Roof, which blocked our driveway entrance for several days and prevented tenants from swimming in the pool due to the dust and debris entering the pool from June 19 to July 10 (June 16, 2017 and June 19, 2017);
14. Electrical Shutoff to the building on Tuesday, June 27, 2017 (June 21, 2017);
15. PS2 Painting project consisting of painting the exterior and interior of the building including the railings. Prep work such as power wash and painting occurred on July 11 and currently still ongoing as of October 16, 2017 (July 10, 2017);
16. Water Shutoff to fix a leak in an apartment's shower (Thursday, July 11, 2017);
17. PS2 Painting Project update schedule will last 2 to 3+ weeks (July 18, 2017);
18. Window Replacement Measurement on Monday, July 24, 2017 (July 19, 2017);
19. Interior Window Measurement Update Notice on July 24, 2017 (July 21, 2017);
20. Interior Window Measurement Reschedule Update now on July 31, 2017 instead of July 24, 2017 due to unforeseen reasons (July 26, 2017);
21. PS2 Paint Schedule Update on painting balcony railings, doors, trims, etc. from July 28 through August 2. Currently, work is still being performed and latest work was Saturday, October 14, 2017 (July 28, 2017);
22. Landings Paint Schedule Update regarding power wash and coating/painting from August 14 to 17 (August 10, 2017);
23. Landings Paint Schedule Update 8/17/17 regarding coating/painting on balconies facing courtyard and walkways from August 18 to 22. They were doing work passed the normal business hours (August 17, 2017);
24. Interior Window Replacement work by ALCO Construction from August 28th to September 2nd, 2017 (August 21, 2017);
25. Interior Window Replacement Update by ALCO Construction from August 28 to September 2nd, 2017 (August 24, 2017) that never addressed or resolved the air draft from entering the dwelling units due to the windows not being double pane;
26. Water Shutoff for plumbing repairs on September 1st (August 31, 2017);
27. Exterior Window Touch Up Paint to the exterior trims of the windows by ALCO Construction on September 6th, 2017 (September 5, 2017);
28. Railing Replacement by Gomez Iron Works starting Wednesday, 9/13/2017 and last more than 2 weeks. Expect construction sounds, welding sounds, and sounds of generator, etc. (September 8, 2017);

29. Unnecessary Front Façade Lighting Notice by PS2 Construction working outside the windows on Monday, 9/18/2017 to Wednesday, 9/20/2017 (Sept. 15, 2017);
30. Notice of Window Inspection to be conducted by the City of Oakland and the contractor on 9/22/2017, but the city inspector was a no show and according to Cornely Company's note addressed to the inspector they "waited until 4:45pm" (September 18, 2017);
31. Smoke Detector Inspection by the City of Oakland Building Inspector to address some units not having smoke detectors/carbon monoxide detection units or non-working units. Mosser Co. will be inspecting/installing devices in apartments on Sept. 26th to ensure that smoke detectors are working properly (Sept. 22, 2017);
32. Inspection and installation of Smoke/CO2 Detectors on 9/26/2017 and City of Oakland's building inspector (Jeremy Rice) will come and check on the work on 9/27/2017 (**Note:** I mentioned to both Maria Rojas, Mosser's Property Manager of 265 Vernon Street and the City Inspector the unfinished work that was done on the window installation, which resulted in paint and wood being stripped off the interior of my apartment #214 unit. Also, mentioning water leaks that occurred previously when Mosser Co. became the property owner) (September 25, 2017);
33. Brief Water Shutoff with no notice given to tenants on September 25, 2017;
34. New plants outside of the property and new or different swimming pool furniture;
35. Front Façade Work (i.e., Paint and Electrical Lights) and Power Wash sidewalk conducted by PS2 Construction on October 6, 2017 (October 4, 2017);
36. Unnecessary Installation of a New Entry System in the building on Tuesday, October 24th by R&S Overhead Garage Door, which will make our front door key useless after changing the lock and distributing the fobs (October 9, 2017);
37. Schedule notice for fob distribution to tenants on various days (October 13, 2017);
38. Railing Replacement Update for common area followed by painting from October 17, 2017 to October 20, 2017. Expect construction sounds, welding sounds, and sounds of generator and probably much more projects later (October 13, 2017);
39. Remodeling of Apartment #114 with no notice received. Sledgehammering, drilling, banging, etc. causing major noise and sleep disturbance/problems for the upstairs tenant Apt #214. From September 2017 to present;
40. Electrical Upgrade to the building's main panel, Power Shutoff on November 8, 2017 (October 27, 2017);
41. Electrical Upgrade to the building's main panel, Power Shutoff on November 8, 2017 (November 7, 2017). **Note:** On 11/7/2017 lights outside apartment & laundry room were out until 7:15pm and tenants didn't receive a 24 hours notice. In fact, tenants received a "friendly reminder" around 5:30pm on 11/7/2017;
42. Water Shutoff for plumbing repairs on November 27, 2017 (November 22, 2017);
43. Oakland's Fire Department/Fire Prevention Bureau's Inspection Attempt Notice that was not conducted due to property representative and/or owner not showing up for the inspection on December 7, 2017 at 10:30 am (December 7, 2017);
44. Water Shutoff due to repairs on December 5, 2017 (January 3, 2018);
45. Fire and Compliance Notice: Remove or relocate all BBQ grills (January 3, 2018);
46. Water Shutoff due to repairs on January 12, 2018 (January 4, 2018);
47. Repairing the 4 lower roofs in front of the building on Jan. 15th (January 12, 2018);
48. Notice RE: Do not overfill garbage bins, the flattening of boxes and do not leave boxes/trash outside of your apartment door (May 7, 2018);
49. Electrical Upgrades–Power Shutdown Notification to homes for electrical meter work (August 13 & 14, 2018);
50. 308 Jessie St office location no longer accepting checks or money order at its location effective on October 22, 2018 (August 30, 2018);
51. Notice RE: Unauthorized Entry of 265 Vernon St. Property and the resident mailboxes were affected (i.e., mailbox locks being damaged and mail possibly stolen) (September 6, 2018);
52. Parking Audit Notice (October 6, 2018);

53. Community Updates RE: Pet Messes negatively impact the quality of life for our neighbor; Pool care dealing with deep cleaning and discoloration of pool and pool closure; and Ivy care trimming (October 12, 2018);
54. Update: Naomi Lee, 265 Vernon Street Property Resident Manager is no longer associated with Mosser Companies and Jesus Bujaico is now the Interim Resident Manager (November 1, 2018);
55. Elevator Repairs to relocate an elevator tank and perform minor repairs to the elevator system. Scheduled start date on November 14, 2018 and it lasted for several weeks/month. Inconvenience for tenants, particularly elderly and tenants with a disability (November 9, 2018);
56. Habitability Inspections that includes inspection of the condition of smoke and carbon monoxide detectors, appliances, carpet, paint, tiles, walls, toilets and other items of each apartment scheduled on November 13, 2018 (November 9, 2018);
57. Work Order Issues with the sink drain and leaking underneath the kitchen sink, hallway flooring issues (tripping/safety hazard), surrounding window frame needs painting or touch up due leaks previously and poor installation, window curtain replacement because they are difficult to turn properly, bathroom tile need re-grouting or re-caulking, bathroom outlet keeps turning off (electrical issues), issues with the intercom entry system, etc. (November 14, 2018);
58. Elevator Repairs: the valve in the elevator bank has failed. Scheduled start date on December 14, 2018 and it continues to be a problem. Inconvenience for tenants, particularly elderly and tenants with a disability (December 14, 2018);
59. Neighborhood Crime Awareness: Increased/multiple package thefts and vehicle break-ins occurring on 265 Vernon St Property (December 14, 2018);
60. Update: Jesus Bujaico, 265 Vernon Street Property Interim Resident Manager is no longer Resident Manager and Eduardo Echeverria is now the new Resident Manager (December 14, 2018);
61. Elevator Repairs: the valve in the elevator bank has failed. Timeframe for work is between January 3 to 9, 2019 and the problem still exist. Inconvenience for tenants, particularly elderly and tenants with a disability (December 26, 2018);
62. GFI Inspection and Notice of Intent to enter dwelling unit for purposes of exhibiting the unit on to workmen or contactors and making necessary repairs or improvements on January 8, 2019. I didn't make any such request to enter my dwelling unit (January 4, 2019);
63. Elevator Repair Update due to a faulty valve in the cabling, which placed the elevator out of service for a long period of time. Timeframe for work to begin is unknown, but parts are estimated to arrive between 2/11/2019 to 2/13/2019. Inconvenience for tenants, particularly elderly and tenants with a disability (January 7, 2019);
64. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling (January 10, 2019);
65. Water Shutoff due to plumbing repairs on January 17, 2019 (January 16, 2019);
66. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling and part should arrive around 1/10/2019 (January 17, 2019);
67. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling and during recent re-inspection the valve is not keeping up within threshold standards (January 31, 2019);
68. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling, which placed the elevator out of service for a long period of time. Timeframe for work to begin is unknown, but parts are estimated to now arrive between 2/21/2019 to 2/28/2019. Inconvenience for tenants, particularly elderly and tenants with a disability (January 7, 2019), (February 21, 2019);
69. Electrical Upgrades–Power Shutdown Notification to homes for electrical meter work on February 28, 2019 (February 22, 2019);
70. Water Shutdown Notice due to plumbing repairs on April 8, 2019 (April 5, 2019);

71. Pet Etiquette Notice for pet owners that have their dogs or animals unleashed and pooping or urinating all around the premises, habitually barks or cries that disturbs the public peace, roaming around the common areas, etc. (April 15, 2019);
72. Unauthorized Vehicle Parking Notice (April 15, 2019);
73. Smoking Notice: Smoking is not permitted inside dwelling units and all common area (April 15, 2019);
74. Dwelling Unit Key Audit Testing on May 8, 2019 (May 6, 2019);
75. Electrical Upgrades–Power Shutdown/Outage Notification to homes for electrical meter work on June 10, 2019 (Notice received on June 7, 2019 at 3:20 p.m.);
76. Electrical Upgrades–Power Shutdown/Outage Notification to homes for electrical meter work on June 14, 2019 (June 12, 2019);
77. Annual Diligence Inspections that includes inspection of the condition of smoke and carbon monoxide detectors, appliances, carpet, paint, tiles, walls, toilets and other items inside of each apartment home on August 8, 20019 (July 17, 2019);
78. PG&E Power Shutoff Notification to homes for electrical meter work on July 25, 2019 (July 24, 2019);
79. Mosser staff knocked on my door unannounced to check for leaks. There was no notice reminder since the July 17, 2019 notice or any phone call (August 8, 2019);
80. Pool Rules, Bulk Pick-up and Garage Waitlist Notice (August 12, 2019);
81. Water Shutdown Notice due to repairs on August 19, 2019 (August 16, 2019);
82. Water Shutdown notice due to necessary plumbing repairs on September 12, 2019 (September 11, 2019); and
83. Possible Pacific Gas & Electric (PG&E) Safety Outages/ "Blackouts" starting on October 9, 2019 at 4 AM and onwards. Received this noticed on October 9, 2019 around 5:30PM when outages was schedule to start 10/8/2019 (No 24hr notice).
84. Water Shutoff Notice scheduled for Wednesday, November 6, 2019 (Didn't receive a 24hr notice). Went to wash my hands and discovered I had no running water.
85. Water Shutoff Notice scheduled for Monday, November 11, 2019.
86. Notice for mailbox upgrades since our mailbox have been broken and vandalized for a long period of time resulting in stolen mail and packages that I made issue of in my October 14, 2019 letter; a resident given notice to vacate the apartment; notice of renovation for vacant units; and parking space rental increase of $250 per month for space (November 13, 2019).

In regards to capital improvement projects involving the front façade lighting ($4,886), landscaping ($7,954.30), and the installation of a new intercom entry system ($5,995) in the building, why did these projects happen? Why weren't the tenants at the 265 Vernon Street residence asked prior if we needed the front façade lighting and the new entry system? Most residents I spoke to including myself had no problems with the old system in using a standard key to enter the building. We already had an effective and efficient entry system in place using a standard key and phone/dial-up intercom system. Personally, I feel that the new entry system is unnecessary considering if we use the new key fob the chances of it getting wet, damage or lost is highly likely and extremely costly with a $35 replacement charge. Also, the new intercom entry system is not working properly like the previous one did nor does it deter unwanted intruders or packages/mail from being stolen.

In addition, with all the amount of projects and construction activities happening at this property there have been multiple changes to Mosser Co.'s staff. Such changes include property managers (i.e., Ezequiel Cazarez, Brian Berry, Maria Rojas, Hugh Vanho, Lisa Flores and Chantae' Hergenroether), resident managers (i.e., Chris "Kipper" Phelps, Naomi Lee, Jesus Bujaico and Eduardo Echeverra) and emergency contact person (i.e., Chris "Kipper" Phelps, Jesus Bujaico, Naomi Lee and Eduardo Echeverra). All of these changes and the high turnover in personnel have caused a lot of confusion among the residents including myself on what is going on, the lack of communication by the Mosser Companies' staff with the tenants, and its future plans for the residents and the apartment complex of 265 Vernon St. Property.

Overall, I have been a loyal tenant at this apartment complex for quite some time. I have consistently paid my rent on time every month despite the various issues living at this complex. Moreover, I take good care of the property and am considerate to my neighbors. Since I am a loyal resident I would appreciate (1) better communication on the part of the Mosser's management team to the tenants regarding upcoming plans for future projects; (2) more consideration with tenants' schedule; (3) Quiet Enjoyment of living and privacy for the tenants regarding management's staff and/or contractors entering into tenant's apartment units; (4) knowledge of what is Mosser's purpose with all of these projects and constant construction activity; (5) requesting Mosser to seek tenants' input beforehand prior to projects being decided later by the Mosser Co. and (6) for Mosser Co. to remove their petitions for approval of rent increases through capital improvement.

Overall, I am not asking for much. I like living in this area and some of the improvements done onto the property during these difficult economic times. Please consider my request and if you have any questions or want to meet with me to discuss further, please contact me at 510-350-7672 or by email.

Sincerely,

MGJ

Morris Green Jr.
Loyal Tenant at the 265 Vernon Street Property

265 Vernon St, Apt. #214
Oakland, CA 94610

October 16, 2017

Attn: Ms. Maria Rojas, Property Manager
Mosser Companies
220 Montgomery St, Ste 2000; 308 Jessie Street; or 350 Turk Street
San Francisco, CA 94104; San Francisco, CA 94103; or San Francisco, CA 94102

To Maria Rojas, Property Manager of the 265 Vernon Street Property:

I am writing this letter in response to the various projects that have been done or will be performed in the future that has affected the residents of 265 Vernon Street Property Quiet Enjoyment of Living Space or according to the Warranty of Quiet Possession, California Civil Code Section 1927, where it states that a rental agreement binds the landlord to provide their tenants with quiet possession during the term of the agreement. This means that I have the right to be free from interference in using and enjoying my home during the time I am living here **(See attached Warranty of Quiet Possession, California Civil Code Section 1927)**.

Ever since the Mosser Companies took ownership of the 265 Vernon Street Property in October 11, 2016 there has been many projects performed. Some of the projects that were performed by Mosser, residents didn't receive the 24 hours notice in time required to notify tenants of the projected work to be perform. The lack of communication caused an inconvenience for the tenants with their work schedule, availability, quiet enjoyment of living, etc. This is the most projects I ever experienced by one ownership since I have been living here, which leads me to ask the question what is the purpose of Mosser Companies (Co.) with all of these projects some of which are unnecessary and have not been discussed with the tenants beforehand if the work was needed. The list of projects that were performed or have yet to be performed include:

1. Painting Elevator (Tuesday, October 18, 2016),
2. Water Shutoff for hot water supply (Wednesday, October 26, 2016),
3. Water Shutoff for plumbing repairs (Tuesday, December 20, 2016),
4. Water Shutoff for plumbing repairs (Friday, December 30, 2016),
5. Water Shutoff for plumbing repairs (Wednesday, January 4, 2017),
6. PPM Measuring for conducting "As-Built" floor plans of the building for insurance purposes (Wednesday, March 15, 2017 and Thursday, March 16, 2017),
7. Water Shutoff for plumbing repairs (Thursday, April 6, 2017),
8. Swimming Pool Update regarding several violations with the pool not being properly cured by previous owners and the pool being off limits (May 1, 2017),
9. Audits of Storage Spaces (May 24, 2017),
10. Key Auditing & Testing All Keys including apartment keys (June 6, 2017),
11. Replacing Existing Roof, which blocked our driveway entrance for several days and prevented tenants from swimming in the pool due to the dust and debris entering the pool from June 19 to July 10 (June 16, 2017 and June 19, 2017),
12. Electrical Shutoff to the building on Tuesday, June 27, 2017 (June 21, 2017),
13. PS2 Painting project consisting of painting the exterior and interior of the building including the railings. Prep work such as power wash and painting occurred on July 11 and currently still ongoing as of October 16, 2017 (July 10, 2017),
14. Water Shutoff to fix a leak in an apartment's shower (Thursday, July 11, 2017),
15. PS2 Painting Project update schedule (July 18, 2017),
16. Window Replacement Measurement on Monday, July 24, 2017 (July 19, 2017),
17. Interior Window Measurement Update Notice on July 24, 2017 (July 21, 2017).

18. Interior Window Measurement Reschedule Update now on July 31, 2017 instead of July 24, 2017 due to unforeseen reasons (July 26, 2017),
19. PS2 Paint Schedule Update on painting balcony railings, doors, trims, etc. from July 28 through August 2. Currently, work is still being performed. Latest work was Saturday, October 14, 2017 (July 28, 2017),
20. Landings Paint Schedule Update regarding power wash and coating/painting from August 14 to 17 (August 10, 2017),
21. Landings Paint Schedule Update 8/17/17 regarding coating/painting on balconies facing courtyard and walkways from August 18 to 22. They were doing work passed the normal business hours (August 17, 2017),
22. Interior Window Replacement by ALCO Construction from August 28 to September 2nd, 2017 (August 21, 2017),
23. Interior Window Replacement Update by ALCO Construction from August 28 to September 2nd, 2017 (August 24, 2017),
24. Water Shutoff for plumbing repairs on September 1st (August 31, 2017),
25. Exterior Window Touch Up Paint to the exterior trims of the windows by ALCO Construction on September 6th (September 5, 2017),
26. Railing Replacement by Gomez Iron Works starting Wednesday, 9/13/2017 and last more than 2 weeks. Expect construction sounds, welding sounds, and sounds of generator, etc. (September 8, 2017),
27. Unnecessary Front Façade Lighting Notice by PS2 Construction working outside the windows on Monday, 9/18/2017 to Wednesday, 9/20/2017 (Sept. 15, 2017),
28. Notice of Window Inspection to be conducted by the City of Oakland and the contractor on 9/22/2017, but the city inspector was a no show and according to Cornely Company's note addressed to the inspector they "waited until 4:45pm" (September 18, 2017),
29. Smoke Detector Inspection by the City of Oakland Building Inspector to address some units not having smoke detectors/carbon monoxide detection units or non-working units. Mosser Co. will be inspecting/installing devices in apartments on Sept. 26th to ensure that smoke detectors are working properly (Sept. 22, 2017),
30. Inspection and installation of Smoke/CO2 Detectors on 9/26/2017 and City of Oakland's building inspector (Jeremy Rice) will come and check on the work on 9/27/2017 (Note: I mentioned to both Maria Rojas, Mosser's Property Manager of 265 Vernon Street and the City Inspector the unfinished work that was done on the window installation, which resulted in paint and wood being stripped off the interior of my apartment #214 unit. Also, mentioning water leaks that occurred previously when Mosser Co. became the property owner. (September 25, 2017),
31. Brief Water Shutoff with no notice given to tenants on September 25, 2017,
32. New plants outside of the property and new or different swimming pool furniture,
33. Front Façade Work (i.e., Paint and Electrical Lights) and Power Wash sidewalk conducted by PS2 Construction on October 6, 2017 (October 4, 2017),
34. Unnecessary Installation of a New Entry System in the building on Tuesday, October 24th by R&S Overhead Garage Door, which will make our front door key useless after changing the lock and distributing the fobs (October 9, 2017),
35. Schedule notice for fob distribution to tenants on various days (October 13, 2017),
36. Railing Replacement Update for common area followed by painting from October 17, 2017 to October 20, 2017. Expect construction sounds, welding sounds, and sounds of generator and probably much more projects later (October 13, 2017),
37. Remodeling of Apartment #114 with no notice received. Sledgehammering, drilling, banging, etc. causing major noise and sleep disturbance/problems for the upstairs tenant Apt #214. From September 2017 to present.

In regards to the latest notices involving the front façade lighting and the installation of a new entry system in the building, why did and is this project happening? Why wasn't the tenants at the 265 Vernon Street residence been asked prior if we need this new entry

system or not? Most residents I spoke to including myself have no problems with the old system in using a standard key to enter the building. We already have an effective and efficient entry system in place using a standard key and phone/dial-up intercom method. Personally, I feel that the new entry system is unnecessary considering if we use the new key fob the chances of it getting wet or damage is highly likely and extremely costly with a $35 charge for replacement. I propose the Mosser Co. reconsider its decision and keep our old entry system in place to avoid unwanted and unnecessary cost to the company and tenants and further inconvenience to the residents.

In addition, with all the amount of projects and construction activities happening at this property there have been multiple changes within a year already in property managers (i.e., Ezequiel Cazarez, Brian Berry, Maria Rojas, and Hugh Vanho), resident managers (i.e., Chris "Kipper" Phelps, and Naomi Lee) and emergency contact person (i.e., Chris "Kipper" Phelps, Jesus Bujaico and Naomi Lee). All of these changes have caused a lot of confusion among the residents including myself on what is going on, the lack of communication by the Mosser Companies' staff with the tenants, and its future plans for the residents and apartment complex of the 265 Vernon Street Property.

With all the new projects and construction activity occurring since Mosser Co. became the new owners of the 265 Vernon Street Property in October 2016, I am requesting receipt copies in writing of the invoice/cost for total payment and permits of each project work that was and will be performed by the Mosser Companies and its contractors and subcontractors on the 265 Vernon Street Property. Moreover, can you provide me a list of projects that have been and will be performed and upcoming plans for future projects for this property that you or Mosser Co. might claim as capital improvement, substantial rehabilitation, or something else?

Also, as mentioned to you, Maria Rojas and the City of Oakland's Building Inspector on September 27, 2017 when inspection of the smoke/CO2 detectors was occurring, I want to initiate a service or work order request to repair the paint and wood that was stripped off during the window installation project. I also want the Mosser Co. to investigate and repair the water leaks and holes above my bedroom window if the leak problems persist.

Furthermore, when will the remodeling of Apartment #114 be complete? This remodeling work has affected my living, sleep, and concentration because of the major noise coming from the constant banging, drilling, and sledgehammering below my apartment unit since September 2017 to now.

Due to the various construction activities that have occurred from the many projects that were performed onto this property it has caused a drastic decline in housing services.
A list of declined or decreased housing services includes:

1. Safety hazards (i.e., exposed unfinished railings or construction activity and left over debris or construction material not being properly barricaded or contained);
2. Parking inconvenience and loss of services with no compensation during the construction activity;
3. Inability to use the swimming pool because it was closed for an extended period of time due to ongoing maintenance issues, violations, and construction activity;
4. Schedule inconvenience and the inability to enjoy our home when the Mosser Companies' staff, agents, and its contractors want to enter our apartment unit;
5. Dust and air quality issues, which affects our health and the dust covering many vehicles on the property (no compensation from the owner for car wash expenses);
6. Noise issues disturbing my peace of comfort or "Quiet Enjoyment" of living, which is a Law in California, resulting from the various construction activity that occurred on the property and the remodeling of the Apartment #114 below me.



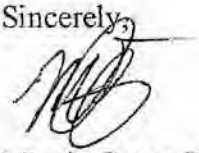
000468

All these decreased housing services have affected my living situation and probably other tenants greatly at this property, with no compensation provided to affected tenants and despite the fact that these project improvements done onto the property, which should not be classified as substantial rehabilitation, enhances the value of the property during these difficult economic times.

With all the issues I've experienced living at this complex and the little improvements performed onto individual apartment units, I have been a loyal tenant for quite some time at this apartment complex. During my years here I have consistently paid my rent on time every month. In addition, I take good care of the property and am considerate to my neighbors. Since I am a loyal resident I would appreciate better communication on the part of the Mosser Co. management team to the tenants regarding upcoming plans for future projects; more consideration with tenants' schedule, "Quiet Enjoyment" of living and tenants' privacy concerning entering their apartment units; the purpose of the Mosser Co. with all of these projects and constant construction activity; and Mosser Co. receiving tenants' input beforehand prior to projects being decided later by the Mosser Companies.

Overall, I am not asking for much. I like living in this area and the new improvements done onto the property since it adds value to the property in the neighborhood during these difficult economic times. Please consider my request and if you have any questions or want to meet with me to discuss further, please contact me at 510-350-7672.

Sincerely,



Morris Green Jr.
Loyal Tenant at the 265 Vernon Street Property

# Fwd: Power out 265 Vernon #115

From: Christine Schirmer [redacted]

To: skywalker[redacted]

Date: Wednesday, October 16, 2019, 5:26 PM PDT

Hi Mo—This is when they shut off power without notice last September.

---------- Forwarded message ---------
From: **Barry Richardson** <brichardson@mosserco.com>
Date: Fri, Sep 14, 2018 at 10:03 AM
Subject: RE: Power out 265 Vernon #115
To: Christine Solari <christine.solari@gmail.com>
CC: Chantae` Hergenroether <CHergenroether@mosserco.com>, Tim Moyrong <tMoyrong@mosserco.com>, Work Order <WorkOrder@mosserco.com>

Hello Christine,

My name is Barry and I am the NEW Assistant Manager for Oakland properties.

I received your email this morning and wanted to reach out to you personally.

Our sincerest apologies as we were just this hour, made aware that there was a miscommunication in scheduling between our 3rd party vendor and PG&E that work in conjunction with us to upgrade the power at 265 Vernon.

From our understanding there was a material delay from the work done on August 31st which halted the project, pushing the completion date to today's date, which was not communicated between departments.

We understand that this is a big miss and have reached out to both parties in hopes of having the power turned on for a few hours this morning and continuing their job later in the day. Unfortunately they were not able to do this due to immediate safety concerns but we were informed that they will do their best to expedite the work to complete it by 1pm.

Once again, we are deeply apologetic and take ownership that proper notice was not provided. Our

goal is to always communicate with our residents and give as much notice as possible for any on site projects. Going forward we will do our very best to over communicate with you all in hopes that an incident such as todays would not happen again.

Sincerest apologies,

**Barry Richardson** | Assistant Property Manager

T: 628.895.5811

308 Jessie St.

San Francisco, CA 94103-3002

www.mosserco.com

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**From:** Tim Moyrong
**Sent:** Friday, September 14, 2018 9:47 AM
**To:** Christine Solari <christine.solari@gmail.com>; Work Order <WorkOrder@mosserco.com>
**Cc:** Chantae` Hergenroether <CHergenroether@mosserco.com>; Barry Richardson <brichardson@mosserco.com>
**Subject:** RE: Power out 265 Vernon #115

Good morning Christine,

We are looking into the situation.

A work order has been created: #33476

**Thank you,**

**Timothy Moyrong** | Administrative Assistant

T: 415.674.9110 O: 628.895.5402

308 Jessie Street

San Francisco, CA 94103-3002

https://mosserliving.com/contact/workorder-form/

**From:** Christine Solari [mailto:christine.solari@gmail.com]
**Sent:** Friday, September 14, 2018 9:11 AM
**To:** Work Order <WorkOrder@mosserco.com>
**Subject:** Power out 265 Vernon #115

Hello,

I called earlier; my power is still out in unit 115 at 265 Vernon St in Oakland. I can't tell if neighbors have power but laundry room and garage door are working. Called PG & E and they have no known outages in the area. Thanks!

Christine



000472

MOSSER

May 29, 2019

**Morris Green Jr.**
255 Vernon St Apt #214
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or **07/01/19**, whichever is later, your tenancy of the premises will be changed as follows:

**Effective 07/01/19, it is necessary that your rental agreement on your Apt #214 be changed as outlined below:**

| | | | |
|---|---|---|---|
| **Current Base Rent** | | **$** | **1,065.68** |
| Allowable Rent Increase | 2019 - 2020 (3.5%) | **$** | 37.30 |
| **Total New Base Rent** | | **$** | **1,102.98** |
| | | | |
| **Current Garage Rent** | | **$** | **52.85** |
| Allowable Rent Increase | 2019 - 2020 (3.5%) | $ | 1.85 |
| **New Rent** | | **$** | **54.70** |
| | | | |
| **Total New Monthly Rent (Until Further Notice)** | | **$** | **1,157.68** |
| Rent Program Service Fee | | $ | 34.00 |
| **Rent & Rent Program Service Fee** | **July 1, 2019** | **$** | **1,191.68** |

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

**July 1, 2019** **$ 1,191.68**

**August 1, 2019** **until further notice** **$ 1,157.68**

* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for July and reset the recurring (automatic) payment before 07/28/2019 in order to be effective for 08/01/2019 *

Prepared By :

*C. Kehir*

**Christopher Kehir**
Mosser Companies

Mosser Companies
308 Jessie Street
San Francisco, CA 94103
Telephone 415-284-9000
Fax. 415-284-9020
www.mosserco.com

MOSSER

August 27, 2019

**Morris Green Jr.**
265 Vernon Street #214
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or **10/01/19**, whichever is later, your tenancy of the premises will be changed as follows: Effective **10/01/19**, it is necessary that your rental agreement on your **Apt #214** be changed as outlined below:

| | | | |
|---|---|---|---|
| Base Rent | | $ | 1,065.68 |
| Garage Rent | | $ | 52.85 |
| **Total Base Rent** | | **$** | **1,118.53** |
| Allowable Rent Increase | 2019 - 2020 (3.5%) | $ | 39.15 |
| **New Rent** | | **$** | **1,157.68** |
| Rent Program Service Fee | | $ | 34.00 |
| **Rent & Rent Program Service Fee** | **October 1, 2019** | **$** | **1,191.68** |

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

| | | | |
|---|---|---|---|
| **October 1, 2019** | | **$** | **1,191.68** |
| **November 1, 2019** | **until further notice** | **$** | **1,157.68** |

* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for October and reset the recurring (automatic) payment before 09/28/2019 in order to be effective for 10/01/2019 *

Prepared By :
*Lai Yee Pang*
**Mosser Accounts Receivable**
Mosser Companies

**Mosser Companies**
308 Jessie Street
San Francisco, CA 94103

Telephone 415-284-9000
Fax. 415-284-9020

WWW.mosserco.com

MOSSER

November 26, 2019

**Morris Green Jr.**
265 Vernon Street #214
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or **01/01/2020**, whichever is later, your tenancy of the premises will be changed as follows: Effective **01/01/2020**, it is necessary that your rental agreement on your **Apt #214** be changed as outlined below:

| | | |
|---|---|---|
| Base Rent | | $ 1,065.68 |
| Allowable Rent Increase | 2019 - 2020 (3.5%) | $ 37.30 |
| **New Rent** | | **$ 1,102.98** |
| Garage Rent | | $ 52.85 |
| Allowable Rent Increase | 2019 - 2020 (3.5%) | $ 1.85 |
| **New Rent** | | **$ 54.70** |
| Rent Program Service Fee | | $ 34.00 |
| **Rent & Rent Program Service Fee** | **January 1, 2020** | **$ 1,191.68** |

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

| | | |
|---|---|---|
| **January 1, 2020** | | **$ 1,191.68** |
| **February 1, 2020** | **until further notice** | **$ 1,157.68** |

* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for January and reset the recurring (automatic) payment before 01/28/2020 in order to be effective for 02/01/2020 *

Prepared By :
*RCabrera*
**Regina Cabrera**
Mosser Companies

MOSSER
COMPANIES

10/25/2019

Morris Green Jr.
265 Vernon St Apt 214
Oakland, CA 94610

RE: Recession of 30-Day Notice of Change Terms of Tenancy

Dear Morris Green Jr.:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated December 2, 2018, with an effective date of February 01. 2019.

Please continue to pay the monthly rent of One Thousand One Hundred Eighteen Dollars and Fifty-Three cents ($1,118.53) effective December 2019 until further notice.

Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,
*Lai Yee Pang*
Accounts Receivable
MOSSER COMPANIES

308 Jessie Street
San Francisco, CA 94103

Phone: 415-284-9000
Fax: 415-284-9020

MOSSER
COMPANIES

10/31/2019

Morris Green Jr.
265 Vernon St Apt 214
Oakland, CA 94610

RE: Recession of 30-Day Notice of Change Terms of Tenancy

Dear Morris Green Jr.:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated August 27, 2019, with an effective date of October 01. 2019.

Please continue to pay the monthly rent of One Thousand One Hundred Eighteen Dollars and Fifty-Three cents ($1,118.53) effective December 2019 until further notice.

Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,
*Lai Yee Pang*
Accounts Receivable
MOSSER COMPANIES

308 Jessie Street
San Francisco, CA 94103

Phone: 415-284-9000
Fax: 415-284-9020

Re: Wrong Terms of Tenancy dated on Recession of 30-Day Notice of Change Terms of Tenancy

Dear Tenants,

This letter is to inform you that we found an error on your Rent Recession Notice that sent out on **10/25/2019**. We attached the correct one in this mail for you. Please see the second page for your rent recession notice.

If you have further question, please contact me during our business hours Mon-Fri 09:00 AM – 05:30PM at the number below.

We are sorry for the inconvenience that this may have caused you.

Sincerely,

*Lai Yee Pang*
Accounts Receivable

MOSSER

May 24, 2018

**Morris Green Jr.**
265 Vernon St Apt #214
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or **07/01/18**, whichever is later, your tenancy of the premises will be changed as follows:

Effective **07/1/18**, it is necessary that your rental agreement on your **Apt #214** be changed as outlined below:

| | | |
|---|---|---|
| **Base Rent** | | **$ 1,058.21** |
| Allowable Rent Increase | 2018 - 2019 (3.4%) | $ 35.98 |
| Allowable Rent Increase | 2017 - 2018 (2.3%) | $ 24.34 |
| **New Rent** | | **$ 1,118.53** |
| Rent Program Service Fee | | $ 34.00 |
| **Rent & Rent Program Service Fee** | **July 1, 2018** | **$ 1,152.53** |

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

| | | |
|---|---|---|
| **July 1, 2018** | | **$ 1,152.53** |
| **August 1, 2018** | **until further notice** | **$ 1,118.53** |

*The amounts shown above are for **Apartment Rent Only** and not included rent amounts due for any Garage and/or Storage units and/or Pet Rent you may also currently be renting and obligated to pay.*

* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for July and reset the recurring (automatic) payment before 07/28/2018 in order to be effective for 08/01/2018 *

Prepared By :

*C. Kehir*

**Christopher Kehir**
Mosser Companies

# ACTIVITY LOG

## HCD - Rent Adjustment Program

| DATE | ACTIVITY | INITIAL |
|---|---|---|
| 12.9.19 | Case opened. | HG |
| 1/13/20 | owner response submitted | RS |
| 1/21/20 | Additional documentation submitted by tenant | RS |
| 1/28/20 | Copy of owner response mailed to tenant | RS |
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AS/EL

CITY OF OAKLAND

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

For date stamp.
2020 JAN 13 PM 4:44

**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 T19 -** 0514

| Your Name | Complete Address (with zip code) | Telephone: |
|---|---|---|
| Chantae` Hergenroether<br>Mosser Companies<br>Oak 265 Vernon St. Associates | 308 Jessie St.,<br>San Francisco, CA 94103 | [redacted]<br>Email:<br>CHergenroether@mosserco.com |
| Your Representative's Name (if any)<br>Greg McConnell<br>JR McConnell<br>The McConnell Group | Complete Address (with zip code)<br>300 Frank Ogawa Plaza #460<br>Oakland, CA 94612 | Telephone:<br>510-834-0400<br>Email:<br>gmc@themcconnellgroup.com<br>jr@themcconnellgroup.com |
| Tenant(s) Name(s)<br>Morris Green, Jr. | Complete Address (with zip code)<br>265 Vernon St. #214<br>Oakland, CA 94610 | |
| Property Address (If the property has more than one address, list all addresses)<br>265 Vernon St., Oakland, CA 94610 | | Total number of units on property<br>44 |

Have you paid for your Oakland Business License? Yes ☑ No ☐ Lic. Number: 0192367
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.** see page 6

Have you paid the current year's Rent Program Service Fee? Yes ☑ No ☐ APN: 10-795-11
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.** see pages 7-8

Date on which you acquired the building: / /. 10/11/16

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

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



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

Rev 12/6/2019

**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 can provide organized documentary evidence demonstrating your entitlement to the increase prior to your hearing. This documentation may include proof of payment, receipts, invoices and permits. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.**

| Date of Contested Increase | Banking (Deferred Annual Increases | Increased Housing Service Costs | Uninsured Repair Costs | Fair Return | CPI |
|---|---|---|---|---|---|
| 10/1/19 | ☐ | ☐ | ☐ | ☐ | ☒ |

**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 X No _____ I don't know _____

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

Is the tenant current on the rent? Yes_____No _____

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

| Date Notice Given (mo/day/year) | Date Increase Effective | Rent Increased From | To | Did you provide the "RAP NOTICE" with the notice of rent increase? |
|---|---|---|---|---|
| | | $ | $ | Y Yes Y No |
| | | $ | $ | Y Yes Y No |
| | | $ | $ | Y Yes Y No |
| | | $ | $ | Y Yes Y No |
| | | $ | $ | Y Yes Y 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 exemption can only apply where both (a) a property owner has applied for the exemption prior to 10/20/17 and (b) RAP has issued the certificate of exemption for that building.)

☐ 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.

## 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 Owner Rebuttal, page 5

## 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.**

1/13/20

**Property Owner's Signature** **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

**T19-0514: Owner Rebuttal to Tenant Grounds for Petition**

*(d) No written notice if Rent Program was given to me together with the notice of increase(s) I am contesting.*
**Tenant marks "yes", they received the RAP notice with the Notice of Increase.**

(e) *The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months prior before the effective date of the rent increase(s)*
**Tenant acknowledges receiving RAP notice numerous times since 2007**

(f) *The rent increase notice(s) was (were) not given to me in compliance with state law.*
**Owner denies allegations that increase notice was not given in compliance with state law.**
**Owner will provide evidentiary documentation prior to hearing and/or testimony at hearing per RAP Ordinance and Regulations.**

(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.*
**Owner denies all tenant allegations of health, safety, fire or building code violations.**
**Owner will provide evidentiary documentation prior to hearing and/or testimony at hearing per RAP**

(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...*
**Owner denies all tenant allegations of decreased service.**
**Owner will provide evidentiary documentation prior to hearing and/or testimony at hearing per RAP Ordinance and Regulations.**

THIS DOCUMENT HAS A "VERIFY FI... TRUE WATERMARK AND VISIBLE FIBERS DISCERNIB... ...OM BOTH SIDES

# CITY OF OAKLAND

## BUSINESS TAX CERTIFICATE

**ACCOUNT NUMBER**

00192367

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: OAK 265 VERNON STREET PROPERTY LLC

EXPIRATION DATE
12/31/2019

BUSINESS LOCATION: 265 VERNON ST
OAKLAND, CA 94610-4173

BUSINESS TYPE: M Rental- Apartment

MOSSER COMPANIES
KATELYN KIMMONS
220 MONTGOMERY ST
SAN FRANCISCO, CA 94104-3491

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

Business Tax License

CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ HTTPS://LTSS.OAKLANDNET.COM

DELINQUENT IF PAID OR POSTMARKED AFTER **MARCH 1, 2019**

## SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00192368
2. Mailing Address:

RAYAN AZHAR
MOSSER COMPANIES
308 JESSIE ST
SAN FRANCISCO, CA 94103-3002

3. Owner Name: Neveo Mosser
4. Rental Location: 265 VERNON ST
OAKLAND, CA 94610-4173
5. Total Number of Units per Alameda County Records : 44

## SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____/_____/_____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

## SECTION III - EXEMPTIONS CLAIMED FOR 2019

*Claim all that apply (see reverse side for explanation):*

| | | |
|---|---|---|
| A. | Owner-Occupied Unit | A. 0 |
| B. | Off the Rental Housing Market *(attach explanation)* | B. 0 |
| C. | Motel, Hotel or Rooming House | C. 0 |
| D. | Hospital, Convent or Monastery | D. 0 |
| E. | Newly Constructed | E. 0 |
| 6. | **TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E):** | 6. 0 |

## SECTION IV - NET CHARGEABLE UNITS

| | | |
|---|---|---|
| 7. | **NET CHARGEABLE UNITS:** (deduct Line 6 from the total units pre-printed on Line 5) | 7. 44 |
| 8. | **FEE DUE** (multiply Line 7 by )$68.00 | 8. $ 2,992.00 |
| 9. | **PENALTY DUE** (if paying after March 1, 2019 see box to the right) | 9. $ |
| 10. | **INTEREST DUE** (if paying after March 1, 2019 see box to the right) | 10. $ |
| 11. | **PRIOR AMOUNT DUE** | 11. $ |
| 12. | **TOTAL DUE (add Lines 8-11)** | 12. $ 2,992.00 |

**If paying after March 1, 2019**

PENALTY DUE *(on tax)*:
3/2/2019 - 4/1/2019 add 10%
4/2/2019 - 5/1/2019 add 25%
5/2/2019 - until paid add 50%

INTEREST DUE *(on tax + penalty)*:
3/2/2019 - until paid add 1% per calendar month

Payment Options: ☐ ONLINE: HTTPS://LTSS.OAKLANDNET.COM Pay by VISA, MasterCard, Discover or eCheck
Enter account number: **00192368** and PIN: **909958**
☐ BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

## SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

| Print Name | Signature | Date | Phone Number |
|---|---|---|---|
| Theresa Zhen | | 02/04/2019 | 628-895-5311 |

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612 ☎ 510-238-3704

0000434 7

DATE:02/12/2019 CK#:70492 TOTAL:$2,992.00*** BANK:Oak 265 Vernon WF OP account(wf597110)
PAYEE:City of Oakland(cit005)

| Property | Account | Invoice - Date | Description | Amount |
|---|---|---|---|---|
| 597-110 | 90020 | 00192368 - 02/04/2019 - | Rent Adjustment Program fees 2019 | 2,992.00 |
| | | | | 2,992.00 |

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2020 JAN 13 PM 4:44

Safeguard

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

**Oak 265 Vernon Street Property LLC** **02/12/2019** **70492**

Mosser Companies, Inc
308 Jessie Street
San Francisco, CA 94103

Wells Fargo
8163789434

11-4288
1210

PAY EXACTLY:*** *TWO THOUSAND NINE HUNDRED NINETY TWO AND 00/100 DOLLARS* **$2,992.00*****

PAY
TO THE
ORDER OF: **City of Oakland**
Rent Adjustment Program
PO Box 101517
Pasadena, CA 91189-0009

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈070492⑈ ⑆121042882⑆ 8163789434⑈

0000488 8

**PROOF OF SERVICE**
**Case Number T19-0514**

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**
Copy of Property Owner Response

**Tenant**
Morris Green, JR
265 Vernon Street, Apt #214
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 28, 2020** in Oakland, CA.

Ava Silveira
Oakland Rent Adjustment Program

THE McCONNELL GROUP
Consultants and Advocates

# Memorandum

To: Ava Silveira, Hearing Analyst

From: JR McConnell, Owner Representative

Cc: Morris Green, Tenant

Date: August 28, 2020

Subject: T19-0514 – Exclusion of Out of Scope Tenant Documentation

We object to the inclusion of letters and pictures recently submitted on 8/25/20 by the Tenant in case T19-0514. The submissions purport to support the tenant's decreased housing services claims, however nowhere in his petition and attachments does he assert problems of leaks, water damage/intrusion, or sewage issues. Furthermore, the pictures indicate that they were taken on problems that just occurred in the past couple months, this would be after the petition was filed and therefore cannot be included at this time.

These submissions are outside of the scope and timeframe of the petition. We therefore respectfully demand that these documents be excluded from the record.

Thank You.

300 Frank Ogawa Plaza, Suite 460, Oakland, CA 94612 • p: 510.834.0400 • c: 510.701.7158 • mc@themcconnellgroup.com

THE McCONNELL GROUP
Consultants and Advocates

# Memorandum

To: Ava Silveira, Hearing Analyst

From: JR McConnell, Owner Representative

Date: September 17, 2020

Subject: T19-0514 – Status of Settlement Agreement and Dismissal

On August 31, 2020 we participated in a settlement conference prior to the scheduled hearing for case T19-0514; Green v Mosser Companies. In that conference the Owners reached a settlement agreement with the Tenant, thus no hearing was conducted.

That day Hearing Officer Élan Conseuella Lambert issued a Settlement Agreement and Dismissal notice and sent it to all parties to sign. We, JR and Greg McConnell as owner representatives, and the owner agent, Maria Recht, all signed and returned the document the same day. However, we do not know if the Tenant has signed.

It has been over two weeks and we have not heard if the agreement has been finalized. Please let us know the status of this case.

Thank You.

300 Frank Ogawa Plaza, Suite 460, Oakland, CA 94612 • p: 510.834.0400 • c: 510.701.7158 • mc@themcconnellgroup.com

# Resident Ledger

MOSSER COMPANIES

**Date: 01/13/2020**

| | | | | | |
|---|---|---|---|---|---|
| **Code** | t0004481 | **Property** | 597-110 | **Lease From** | 11/01/2006 |
| **Name** | Morris Green Jr. | **Unit** | 214 | **Lease To** | 10/31/2007 |
| **Address** | 265 Vernon St Apt 214 | **Status** | Current | **Move In** | 11/01/2006 |
| | | **Rent** | 1157.68 | **Move Out** | |
| **City** | Oakland, CA 94610 | **Phone (H)** | | **Phone (W)** | |

| Date | Chg Code | Description | Charge | Payment | Balance | Chg/Rec |
|---|---|---|---|---|---|---|
| 09/30/2016 | secdep | | 500.00 | | 500.00 | 207204 |
| 09/30/2016 | | chk# Sec.Dep. | | 500.00 | 0.00 | 151758 |
| 11/01/2016 | rent | Monthly Rent (11/2016) | 1,100.95 | | 1,100.95 | 209840 |
| 11/01/2016 | rentcap | Cap.Improv.Passthru (11/2016) | 14.06 | | 1,115.01 | 209867 |
| 11/01/2016 | rentgar | Garage Rent (11/2016) | 54.16 | | 1,169.17 | 209888 |
| 11/01/2016 | rent | #214 Adj Monthly Rent - base rent should be $1,001.26 | (54.16) | | 1,115.01 | 215141 |
| 11/01/2016 | rentcap | #214 Adj Cap.Improv.Passthru (11/2016) per hearing decision rent increase notice from the previous management is Denied | (14.06) | | 1,100.95 | 215144 |
| 11/01/2016 | rentgar | Garage Rent (11/2016) | 2.79 | | 1,103.74 | 215145 |
| 11/01/2016 | rent | #214 Adj Monthly Rent - base rent should be $1,001.26 | (46.53) | | 1,057.21 | 215146 |
| 11/01/2016 | rent | Monthly Rent (11/2016) | 1.00 | | 1,058.21 | 215147 |
| 11/01/2016 | | chk# 23927246695 :CHECKscan Payment | | 1,000.00 | 58.21 | 155060 |
| 11/01/2016 | | chk# 23927246706 :CHECKscan Payment | | 58.21 | 0.00 | 155061 |
| 12/01/2016 | rent | Monthly Rent (12/2016) | 1,001.26 | | 1,001.26 | 221747 |
| 12/01/2016 | rentgar | Garage Rent (12/2016) | 56.95 | | 1,058.21 | 221796 |
| 12/01/2016 | | chk# 24250354132 :CHECKscan Payment | | 1,000.00 | 58.21 | 160056 |
| 12/01/2016 | | chk# 24250354143 :CHECKscan Payment | | 58.21 | 0.00 | 160057 |
| 01/01/2017 | rent | Monthly Rent (01/2017) | 1,058.21 | | 1,058.21 | 230956 |
| 01/05/2017 | | chk# 24289541021 :CHECKscan Payment | | 1,000.00 | 58.21 | 166199 |
| 01/05/2017 | | chk# 24289541043 :CHECKscan Payment | | 58.21 | 0.00 | 166200 |
| 02/01/2017 | rent | Monthly Rent (02/2017) | 1,058.21 | | 1,058.21 | 239402 |
| 02/03/2017 | | chk# 24250373100 :CHECKscan Payment | | 1,000.00 | 58.21 | 171602 |
| 02/03/2017 | | chk# 24250373111 :CHECKscan Payment | | 58.21 | 0.00 | 171603 |
| 03/01/2017 | rent | Monthly Rent (03/2017) | 1,058.21 | | 1,058.21 | 246760 |
| 03/01/2017 | | chk# 24250300075 :CHECKscan Payment | | 1,000.00 | 58.21 | 176110 |
| 03/01/2017 | | chk# 24250300086 :CHECKscan Payment | | 58.21 | 0.00 | 176111 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 04/01/2017 | rent | Monthly Rent (04/2017) | 1,058.21 | | 1,058.21 | 254745 |
| 04/05/2017 | | chk# 24250304643 :CHECKscan Payment | | 1,000.00 | 58.21 | 182662 |
| 04/05/2017 | | chk# 24250304654 :CHECKscan Payment | | 58.21 | 0.00 | 182663 |
| 05/01/2017 | rent | Monthly Rent (05/2017) | 1,058.21 | | 1,058.21 | 263704 |
| 05/03/2017 | | chk# 22717882945 :CHECKscan Payment | | 1,000.00 | 58.21 | 187335 |
| 05/03/2017 | | chk# 22717882956 :CHECKscan Payment | | 58.21 | 0.00 | 187336 |
| 06/01/2017 | rent | Monthly Rent (06/2017) | 1,058.21 | | 1,058.21 | 274090 |
| 06/01/2017 | | chk# 24402987033 :CHECKscan Payment | | 58.21 | 1,000.00 | 192135 |
| 06/01/2017 | | chk# 24402987022 :CHECKscan Payment | | 1,000.00 | 0.00 | 192136 |
| 07/01/2017 | rent | Monthly Rent (07/2017) | 1,058.21 | | 1,058.21 | 282145 |
| 07/03/2017 | | chk# 24402961091 :CHECKscan Payment | | 1,000.00 | 58.21 | 197807 |
| 07/03/2017 | | chk# 24402961102 :CHECKscan Payment | | 58.21 | 0.00 | 197808 |
| 08/01/2017 | rent | Monthly Rent (08/2017) | 1,058.21 | | 1,058.21 | 289148 |
| 08/02/2017 | | chk# 24637336211 :CHECKscan Payment | | 58.21 | 1,000.00 | 202662 |
| 08/02/2017 | | chk# 24637336200 :CHECKscan Payment | | 1,000.00 | 0.00 | 202663 |
| 09/01/2017 | rent | Monthly Rent (09/2017) | 1,058.21 | | 1,058.21 | 297668 |
| 09/05/2017 | | chk# 24501835956 :CHECKscan Payment | | 58.21 | 1,000.00 | 208102 |
| 09/05/2017 | | chk# 24501835945 :CHECKscan Payment | | 1,000.00 | 0.00 | 208103 |
| 10/01/2017 | rent | Monthly Rent (10/2017) | 1,058.21 | | 1,058.21 | 308844 |
| 10/03/2017 | | chk# 23823313514 :CHECKscan Payment | | 1,000.00 | 58.21 | 213862 |
| 10/03/2017 | | chk# 23823313536 :CHECKscan Payment | | 58.21 | 0.00 | 213863 |
| 11/01/2017 | rent | Monthly Rent (11/2017) | 1,058.21 | | 1,058.21 | 316879 |
| 11/01/2017 | | chk# 19704540115 :CHECKscan Payment | | 1,000.00 | 58.21 | 218407 |
| 11/01/2017 | | chk# 19704540126 :CHECKscan Payment | | 58.21 | 0.00 | 218408 |
| 12/01/2017 | rent | Monthly Rent (12/2017) | 1,058.21 | | 1,058.21 | 325152 |
| 12/01/2017 | | chk# 24854700025 :CHECKscan Payment | | 58.21 | 1,000.00 | 223988 |
| 12/01/2017 | | chk# 24854700014 :CHECKscan Payment | | 1,000.00 | 0.00 | 223989 |
| 01/01/2018 | rent | Monthly Rent (01/2018) | 1,058.21 | | 1,058.21 | 334288 |
| 01/04/2018 | | chk# 24740766358 :CHECKscan Payment | | 58.21 | 1,000.00 | 230610 |
| 01/04/2018 | | chk# 24740766347 :CHECKscan Payment | | 1,000.00 | 0.00 | 230611 |
| 02/01/2018 | rent | Monthly Rent (02/2018) | 1,058.21 | | 1,058.21 | 345645 |
| 02/01/2018 | | chk# 24489997716 :CHECKscan Payment | | 58.21 | 1,000.00 | 235720 |
| 02/01/2018 | | chk# 24489997705 :CHECKscan Payment | | 1,000.00 | 0.00 | 235721 |
| 03/01/2018 | rent | Monthly Rent (03/2018) | 1,058.21 | | 1,058.21 | 356594 |
| 03/01/2018 | | chk# 19704564821 :CHECKscan Payment | | 1,000.00 | 58.21 | 241350 |
| 03/01/2018 | | chk# 19704564832 :CHECKscan Payment | | 58.20 | 0.01 | 241351 |
| 04/01/2018 | rent | Monthly Rent (04/2018) | 1,058.21 | | 1,058.22 | 366520 |
| 04/02/2018 | | chk# 24909439498 :CHECKscan Payment | | 1,000.00 | 58.22 | 247206 |
| 04/02/2018 | | chk# 24909439500 :CHECKscan Payment | | 58.22 | 0.00 | 247207 |
| 05/01/2018 | rent | Monthly Rent (05/2018) | 1,058.21 | | 1,058.21 | 377014 |
| 05/03/2018 | | chk# 19704584687 :CHECKscan Payment | | 58.21 | 1,000.00 | 255859 |
| 05/03/2018 | | chk# 19704584676 :CHECKscan Payment | | 1,000.00 | 0.00 | 255860 |
| 05/30/2018 | | chk# 25081512660 :CHECKscan Payment - Due to petition by City of Oakland RAP, Rent for month of June, parking, and storage | | 58.21 | (58.21) | 259311 |
| 06/01/2018 | rent | Monthly Rent (06/2018) | 1,058.21 | | 1,000.00 | 384467 |
| | | chk# 25081512658 :CHECKscan Payment - Due | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 06/01/2018 | | to petition by the City of Oakland, RAP, Rent for month of June 2018, parking, and storage | | 1,000.00 | 0.00 | 259312 |
| 07/01/2018 | rbb | Rent Program Service Fee | 34.00 | | 34.00 | 392480 |
| 07/01/2018 | rent | Monthly Rent (07/2018) | 1,065.68 | | 1,099.68 | 398930 |
| 07/01/2018 | rentgar | Garage Rent (07/2018) | 52.85 | | 1,152.53 | 398978 |
| 07/02/2018 | | chk# 24909498955 :CHECKscan Payment | | 152.53 | 1,000.00 | 266699 |
| 07/02/2018 | | chk# 24909498944 :CHECKscan Payment | | 1,000.00 | 0.00 | 266700 |
| 08/01/2018 | rent | Monthly Rent (08/2018) | 1,065.68 | | 1,065.68 | 407874 |
| 08/01/2018 | rentgar | Garage Rent (08/2018) | 52.85 | | 1,118.53 | 407922 |
| 08/01/2018 | | chk# 25355283783 :CHECKscan Payment | | 1,000.00 | 118.53 | 273074 |
| 08/01/2018 | | chk# 25355283794 :CHECKscan Payment | | 118.53 | 0.00 | 273075 |
| 08/31/2018 | | chk# 25262345542 :CHECKscan Payment | | 118.53 | (118.53) | 280558 |
| 08/31/2018 | | chk# 25262345531 :CHECKscan Payment | | 1,000.00 | (1,118.53) | 280559 |
| 09/01/2018 | rent | Monthly Rent (09/2018) | 1,065.68 | | (52.85) | 420025 |
| 09/01/2018 | rentgar | Garage Rent (09/2018) | 52.85 | | 0.00 | 420074 |
| 10/01/2018 | rent | Monthly Rent (10/2018) | 1,065.68 | | 1,065.68 | 430968 |
| 10/01/2018 | rentgar | Garage Rent (10/2018) | 52.85 | | 1,118.53 | 431016 |
| 10/01/2018 | | chk# 25081580171 :CHECKscan Payment | | 1,000.00 | 118.53 | 286810 |
| 10/01/2018 | | chk# 25081580182 :CHECKscan Payment | | 118.53 | 0.00 | 286811 |
| 11/01/2018 | rent | Monthly Rent (11/2018) | 1,065.68 | | 1,065.68 | 443370 |
| 11/01/2018 | rentgar | Garage Rent (11/2018) | 52.85 | | 1,118.53 | 443417 |
| 11/05/2018 | | chk# 25262379764 :CHECKscan Payment | | 118.53 | 1,000.00 | 295236 |
| 11/05/2018 | | chk# 25262379753 :CHECKscan Payment | | 1,000.00 | 0.00 | 295237 |
| 12/01/2018 | rent | Monthly Rent (12/2018) | 1,065.68 | | 1,065.68 | 456884 |
| 12/01/2018 | rentgar | Garage Rent (12/2018) | 52.85 | | 1,118.53 | 456931 |
| 12/04/2018 | | chk# 25262396133 :CHECKscan Payment | | 118.53 | 1,000.00 | 301626 |
| 12/04/2018 | | chk# 25262396122 :CHECKscan Payment | | 1,000.00 | 0.00 | 301627 |
| 01/01/2019 | rent | Monthly Rent (01/2019) | 1,065.68 | | 1,065.68 | 467142 |
| 01/01/2019 | rentgar | Garage Rent (01/2019) | 52.85 | | 1,118.53 | 467189 |
| 01/08/2019 | | chk# 25408930803 :CHECKscan Payment | | 118.53 | 1,000.00 | 309738 |
| 01/08/2019 | | chk# 25408930792 :CHECKscan Payment | | 1,000.00 | 0.00 | 309739 |
| 01/29/2019 | | chk# 19567144517 :CHECKscan Payment | | 118.53 | (118.53) | 312797 |
| 01/29/2019 | | chk# 19567144506 :CHECKscan Payment | | 1,000.00 | (1,118.53) | 312798 |
| 02/01/2019 | rent | Monthly Rent (02/2019) | 1,065.68 | | (52.85) | 477353 |
| 02/01/2019 | rentgar | Garage Rent (02/2019) | 52.85 | | 0.00 | 477398 |
| 03/01/2019 | rent | Monthly Rent (03/2019) | 1,065.68 | | 1,065.68 | 490844 |
| 03/01/2019 | rentgar | Garage Rent (03/2019) | 52.85 | | 1,118.53 | 490890 |
| 03/05/2019 | | chk# 25408960648 :CHECKscan Payment | | 1,000.00 | 118.53 | 322835 |
| 03/05/2019 | | chk# 25408960650 :CHECKscan Payment | | 118.53 | 0.00 | 322836 |
| 04/01/2019 | rent | Monthly Rent (04/2019) | 1,065.68 | | 1,065.68 | 502070 |
| 04/01/2019 | rentgar | Garage Rent (04/2019) | 52.85 | | 1,118.53 | 502115 |
| 04/01/2019 | | chk# 25510951978 :CHECKscan Payment | | 1,000.00 | 118.53 | 329220 |
| 04/01/2019 | | chk# 25510951980 :CHECKscan Payment | | 118.53 | 0.00 | 329221 |
| 05/01/2019 | rent | Monthly Rent (05/2019) | 1,065.68 | | 1,065.68 | 514018 |
| 05/01/2019 | rentgar | Garage Rent (05/2019) | 52.85 | | 1,118.53 | 514063 |
| 05/01/2019 | | chk# 25510981814 :CHECKscan Payment | | 1,000.00 | 118.53 | 335829 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 05/01/2019 | | chk# 25510981825 :CHECKscan Payment | | 118.53 | 0.00 | 335830 |
| 06/01/2019 | rent | Monthly Rent (06/2019) | 1,065.68 | | 1,065.68 | 524537 |
| 06/01/2019 | rentgar | Garage Rent (06/2019) | 52.85 | | 1,118.53 | 524582 |
| 06/03/2019 | | chk# 25510998126 :CHECKscan Payment | | 1,000.00 | 118.53 | 344834 |
| 06/03/2019 | | chk# 25510998137 :CHECKscan Payment | | 118.53 | 0.00 | 344835 |
| 07/01/2019 | rent | Monthly Rent (07/2019) | 1,065.68 | | 1,065.68 | 536401 |
| 07/01/2019 | rentgar | Garage Rent (07/2019) | 52.85 | | 1,118.53 | 536435 |
| 07/02/2019 | | chk# 25802168387 :CHECKscan Payment | | 191.68 | 926.85 | 348917 |
| 07/02/2019 | | chk# 25802168376 :CHECKscan Payment | | 1,000.00 | (73.15) | 348918 |
| 08/01/2019 | rentgar | Garage Rent (08/2019) | 52.85 | | (20.30) | 552510 |
| 08/01/2019 | rent | Monthly Rent (08/2019) | 1,065.68 | | 1,045.38 | 552549 |
| 08/01/2019 | | chk# 25802191405 :CHECKscan Payment | | 1,000.00 | 45.38 | 356702 |
| 08/01/2019 | | chk# 25802191427 :CHECKscan Payment | | 157.68 | (112.30) | 356703 |
| 09/01/2019 | rentgar | Garage Rent (09/2019) | 52.85 | | (59.45) | 571713 |
| 09/01/2019 | rent | Monthly Rent (09/2019) | 1,065.68 | | 1,006.23 | 571751 |
| 09/01/2019 | | chk# 26081220071 :CHECKscan Payment | | 157.68 | 848.55 | 365381 |
| 09/01/2019 | | chk# 26081220060 :CHECKscan Payment | | 1,000.00 | (151.45) | 365382 |
| 10/01/2019 | rentgar | Garage Rent (10/2019) | 54.70 | | (96.75) | 588603 |
| 10/01/2019 | rent | Monthly Rent (10/2019) | 1,102.98 | | 1,006.23 | 588642 |
| 10/01/2019 | rbb | Rent Board Fee 2018-2019 | 34.00 | | 1,040.23 | 591864 |
| 10/04/2019 | worent | #214 Rent concession as a customer service gesture for his patience | (50.00) | | 990.23 | 592009 |
| 10/04/2019 | | chk# 25788092973 :CHECKscan Payment | | 1,000.00 | (9.77) | 378959 |
| 10/04/2019 | | chk# 25788092984 :CHECKscan Payment | | 6.23 | (16.00) | 378960 |
| 10/29/2019 | rent | Rent Recession Refund Due to RAP Notice | (37.30) | | (53.30) | 606981 |
| 10/29/2019 | rentgar | Rent Recession Refund Due to RAP Notice | (1.85) | | (55.15) | 606982 |
| 11/01/2019 | rentgar | Garage Rent (11/2019) | 52.85 | | (2.30) | 603987 |
| 11/01/2019 | rent | Monthly Rent (11/2019) | 1,065.68 | | 1,063.38 | 604022 |
| 11/01/2019 | rbb | Rent Board Fee - Rent increase recall. | (34.00) | | 1,029.38 | 607609 |
| 11/01/2019 | rbb | Rent Recession Refund Due to RAP Notice | (34.00) | | 995.38 | 608025 |
| 11/01/2019 | rbb | Rent Recession Refund Due to RAP Notice - Duplicate charge | 34.00 | | 1,029.38 | 624651 |
| 11/04/2019 | | chk# 26100699028 :CHECKscan Payment | | 29.38 | 1,000.00 | 387447 |
| 11/04/2019 | | chk# 26100699017 :CHECKscan Payment | | 1,000.00 | 0.00 | 387448 |
| 12/01/2019 | rent | Monthly Rent (12/2019) | 1,065.68 | | 1,065.68 | 621519 |
| 12/01/2019 | rentgar | Garage Rent (12/2019) | 52.85 | | 1,118.53 | 621552 |
| 12/05/2019 | | chk# 25506051816 :CHECKscan Payment | | 118.53 | 1,000.00 | 396440 |
| 12/05/2019 | | chk# 25506051805 :CHECKscan Payment | | 1,000.00 | 0.00 | 396441 |
| 01/01/2020 | rent | Monthly Rent (01/2020) | 1,102.98 | | 1,102.98 | 636350 |
| 01/01/2020 | rentgar | Garage Rent (01/2020) | 54.70 | | 1,157.68 | 636382 |
| 01/01/2020 | | chk# 26367596561 :CHECKscan Payment | | 1,000.00 | 157.68 | 403617 |
| 01/01/2020 | | chk# 26367596572 :CHECKscan Payment | | 191.68 | (34.00) | 403619 |

MOSSER
COMPANIES

10/31/2019

Morris Green Jr.
265 Vernon St Apt 214
Oakland, CA 94610

RE: Recession of 30-Day Notice of Change Terms of Tenancy

Dear Morris Green Jr.:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated August 27, 2019, with an effective date of October 01. 2019.

Please continue to pay the monthly rent of One Thousand One Hundred Eighteen Dollars and Fifty-Three cents ($1,118.53) effective December 2019 until further notice.

Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,
*Lai Yee Pang*
Accounts Receivable
MOSSER COMPANIES

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.

CIUDAD DE OAKLAND

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

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

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

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capitulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario ____ tiene ____ no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de _____.

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

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

Recibí una copia de este aviso el _____ _____
(Fecha) (Firma del inquilino)

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

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

屋崙(奧克蘭) 市政府

P.O. BOX 70243, OAKLAND, CA 94612-2043
房屋與社區發展部 (Department of Housing and Community Development)
租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721
傳真 (510) 238-6181
TDD (510) 238-3254

# 住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整計劃 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章)，且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內，請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起，如果租金調漲幅度超出一般租金年漲幅 (「CPI 漲幅」) 或允許的「調整存放」漲幅，業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案，業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調幅，您有權對業主的陳情提出抗辯，但您不需要自己提出陳情。
- **對租金調漲提出抗辯：**您可以租金調漲違法或者住房服務縮為由，向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯，(1) 且業主隨同這份「租客通知」一併提供租金調漲通知，則您必須在收到租金調漲通知後九十 (90) 天內提出陳情；(2) 但業主未隨這份「租客通知」提供租金調漲通知，則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知，您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。如需相關資訊並索取請願書，請前往房屋協助中心 (Housing Assistance Center) 的租金調整計劃 (RAP) 中心親自索取：250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment。
- 如果您對租金調漲有異議，在提出陳情之前，您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付，您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊，請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用，就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為，並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。(市議會條例13265 號 C.M.S.)
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金，則前任房客遷出後生效的租金是 _____。

## 針對租客的吸煙政策聲明

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

我於 _____ _____收到本通知書
(日期) (租客簽名)

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

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

Mosser Companies, Inc.
308 Jessie Street
San Francisco, CA 94103

Morris Green Jr.
265 Vernon St Apt 214
Oakland, CA 94610

000501

CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

# ORDER

**CASE NUMBERS:** **T19-0514**

**CASE NAME:** **Green v. Mosser Companies, Inc.**

**PROPERTY ADDRESSES:** **265 Vernon Street, Unit 214, Oakland, CA**

## BACKGROUND

The Petitioner filed the petition, T19-0514, on November 15, 2019, and alleged that there was no concurrent Notice to Tenants of the Rent Adjustment Program (RAP Notice), that there was no RAP Notice at the inception of tenancy or 6 months prior to the rent increase, that the rent increase violated State Law, that there was a health, safety, or code violation and that there was a decrease in services.

The tenant was contesting a rent increase from $1,118.53 to $1,157.68, effective October 1, 2019.

The Amended Notice of Remote Settlement Conference and Hearing was served on the parties indicating this matter was calendared for August 31, 2020, at 10:00 am. Thereafter, the parties received notification that the matter would be heard via Zoom.

On August 31, 2020, the following appeared before the undersigned for the settlement conference: Morris Green, Jr. (tenant), Maria Recht (Owner's Agent), Messers. McConnell (Owner's Representatives').

At the Settlement Conference, the parties agreed to resolve this matter with the following stipulations:

1. The owner agreed to pay, and the tenant agrees to accept the sum of $500.00, in full and final satisfaction of all issues raised in the above-referenced petition.
2. The tenant agreed to keep the settlement payment confidential and not disclose the payment to other Mosser property tenants'.

Additionally, during the Settlement Conference, it was agreed that the October 1, 2019 rent increase was rescinded by correspondence dated October 31, 2019. Likewise, after a review of the tenant's ledger at the Settlement Conference, it was determined that there were, in fact, no overcharges and that he had received a previously agreed to credit.

Subsequent to the parties' agreement, the undersigned prepared a Settlement Agreement for the parties to execute and return. The undersigned received signatures from the Owner's Agent and Owner's Representatives'. No signature was received from the tenant.

Thereafter, the undersigned scheduled the matter for a Settlement Status Conference to discuss the delay in receiving signatures from all parties. At the Settlement Status Conference, all parties acknowledged the prior agreement and their continued intention to resolve this matter. The tenant indicated that he wanted to add additional terms to the settlement agreement to which the Owner's Agent and Representatives' objected. The additional terms exceeded the scope of the original agreement and were not material terms. The tenant was given until Friday, October 2, 2020, at 5:00 pm to provide his signature. The Owner's Representatives' made an oral motion for a judgment pursuant to the settlement's terms. Consideration of the owner's motion was delayed until the expiration of the tenant's deadline. The deadline expired, and the undersigned did not receive the tenant's signature.

//

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California Code of Civil Procedure, Section 664.6 states, in relevant part:

> If parties……stipulate, in writing signed by the parties outside the court's presence or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement….

The tenant did not provide his signature. The Owner's Motion was submitted at 5:01 pm on October 2, 2020. The parties appeared at a Settlement Conference before the undersigned on August 31, 2020. Thereafter, at the Settlement Status Conference, on September 30, 2020, all parties acknowledged the prior agreement and their continued intention to resolve this matter. The tenant requested additional language to be added, which was not agreed to by the Owner's Agent or Representatives'. The underlying agreement remained in place. Accordingly, the Settlement Agreement herein was made orally before the undersigned for settlement of the case on August 31, 2020, and September 30, 2020.

**GOOD CAUSE APPEARING, IT IS HEREBY ORDERED** that the Owner's Motion is hereby granted.

## ORDER

1. The owner will pay the sum of $500.00 to the tenant.

2. The tenant will not disclose the $500.00 payment made by the owner.

3. The petition herein is dismissed, with prejudice.

Dated: October 5, 2020

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

**PROOF OF SERVICE**
**Case Number T19-0514**

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

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

**Document Included**
Order of Settlement

**Owner/Manager**
Mosser Companies Inc.
Attn: Maria Recht
308 Jessie Street
San Francisco, CA 94103

**Owner Representative**
Greg & JR McConnell, The McConnell Group
300 Frank Ogawa Plaza, Suite 460
Oakland, CA 94612

**Tenant**
Morris Green Jr.
265 Vernon Street, Unit 214
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 07, 2020** in Oakland, CA.

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

For date stamp.

**APPEAL**

| | |
|---|---|
| **Appellant's Name**<br>Morris Green, Jr. | ☐ **Owner** ☒ **Tenant** |
| **Property Address (Include Unit Number)**<br>265 Vernon Street Apt. 214, Oakland, CA | |
| **Appellant's Mailing Address (For receipt of notices)**<br>265 Vernon St. Apt. 214<br>Oakland, CA 94610 | **Case Number**<br>T19-0514<br>**Date of Decision appealed**<br>October 7, 2020 |
| **Name of Representative (if any)**<br>Jackie Zaneri<br>jzaneri@calorganize.org | **Representative's Mailing Address (For notices)**<br>ACCE Institute<br>2501 International Blvd., Suite D<br>Oakland, CA 94601 |

**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.)*

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:* _____.

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• **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 27, 20 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:

| | |
|---|---|
| **Name** | Greg McConnell<br>JR McConnell |
| **Address** | 300 Frank Ogawa Plaza #460 |
| **City, State Zip** | Oakland, CA 94612 |
| | |
| **Name** | |
| **Address** | |
| **City, State Zip** | |

| | |
|---|---|
| Jodie Z | October 27, 2020 |
| **SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE** | **DATE** |



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

## Silveira, Ava

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Friday, August 28, 2020 2:55 PM
**To:** Silveira, Ava; JR McConnell
**Cc:** Gregory McConnell; Maria Recht
**Subject:** Re: Further Submissions Received for T19-0514: Green v. Mosser Companies Inc.

Hello Ms. Ava Silveria,

Per JR McConnell, Owner's Representative recent memo stating their objection to the tenant's recent document submission, I disagree with their objection because it is relevant to my petition and it fully supports the ongoing claims of decreased in housing services issues that I addressed in my letters and photos when I filed my Tenant petition. Therefore, the submissions are "NOT" outside of the scope and timeframe of the petition and should be included. Reminder that this is one of the problems dealing with the Owner/Landlord in this petition.

Thank you,
M.Green

On Friday, August 28, 2020, 2:30:40 PM PDT, JR McConnell <jr@themcconnellgroup.com> wrote:

Ms. Silveira,

Attached, please find a memo stating our objection to the recent tenant document submission.

Thank you.

**JR McConnell**
**Executive Vice President**
**The McConnell Group**
300 Frank H. Ogawa Plaza, Suite 460
Oakland CA, 94612
(510) 834-0400 Office
(510) 691-7365 Mobile

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

**From:** Silveira, Ava <ASilveira@oaklandca.gov>
**Sent:** Wednesday, August 26, 2020 11:07 AM
**To:** JR McConnell <jr@themcconnellgroup.com>; Gregory McConnell <gmc@themcconnellgroup.com>
**Subject:** FW: Further Submissions Received for T19-0514: Green v. Mosser Companies Inc.

Hi Mr. JR and Gregory McConnell,

Attached, please find additional submissions made by the tenant.

Thank you,

Ava

---

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Tuesday, August 25, 2020 4:16 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>; Chantae` Hergenroether <chergenroether@mosserco.com>
**Subject:** Re: All Submissions Received for T19-0514: Green v. Mosser Companies Inc.

Hi Ava,

I want to provide documents and include these photos to illustrate the ongoing problems at the 265 Vernon St apartment complex and my claims for decreased in housing services that I mentioned in my letters.

Thanks,

Morris

On Tuesday, August 18, 2020, 11:47:09 AM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Hi Mr. Green,

You may submit the documents to me. There is currently no deadline to submit documents by, but I would ask that you submit any documents you have as soon as possible because late submissions will delay your hearing. When submitting documents, please send as attachments and try to keep everything you want to submit to one single email rather than multiple emails. Also, please copy the McConnell group and Chantae Hergenroether.

Thank you,

Ava

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**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Monday, August 17, 2020 5:40 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: All Submissions Received for T19-0514: Green v. Mosser Companies Inc.

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Hi Ava,

Thank you for providing me these documents. If I want to provide more information/documents when is the deadline and to whom I have to send it to?

Thanks,

Mo

On Monday, August 17, 2020, 5:02:55 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear parties,

Attached, please find all submissions received for case T19-0514 thus far.

Sincerely,

Ava Silveira, MPA

December 1, 2020

Jackie Zaneri
Alliance of Californians for Community Empowerment (ACCE) Institute
2501 International Blvd, Suite D
Oakland, CA 94601
jzaneri@calorganize.org

*Attorney for Tenant-Appellant Morris Green, Jr.*

**Appeal of Case No. T19-0514**

## I. Introduction

This case concerns the rights of unrepresented tenants in mediations at the Rent Adjustment Program. Specifically, it involves whether unrepresented tenants should be bound by unsigned and unagreed-to settlement agreements proposed by experienced landlord attorneys.

Tenant Morris Green, Jr., filed a petition with the Rent Adjustment Program to correct incorrect charges by his landlord and reached what he thought was a settlement agreement with his landlord, including a provision to automatically dismiss his petition. When Mr. Green received a written version of the agreement drafted by the Hearing Officer, it contained terms different than what he had agreed to, stating that all issues listed in his petition were fully resolved.

Mr. Green immediately notified the Rent Adjustment Program that the written version of the agreement was not what he had agreed to and requested changes to conform it to the original agreement. Despite Mr. Green's continued objections, the Hearing Officer entered an ambiguous decision in his case, denying him a hearing and including terms that Mr. Green had objected to. Mr. Green seeks now to overturn a decision codifying an agreement he did not agree to.

## II. Statement of Facts

On November 15, 2019, tenant Morris Green Jr. filed a petition for unlawful rent increases and decreased services against his corporate landlord, Mosser Companies, Inc., ("the Landlord.")

(Petition dated November 15, 2019 ["Petition"]; Declaration of Morris Green, Jr. [hereinafter, "Declaration"], at ¶3.)) Mr. Green filed his petition primarily because his landlord refused to correct an erroneous rent ledger for his unit. (Declaration, at ¶3.) The petition also included a list of one hundred and twelve other issues related to decreased services in Mr. Green's building. (Petition.) Those claims include constant construction resulting in interruptions in services and breaches of the right of quiet enjoyment, long breaks in elevator service, uncorrected security breaches resulting in stolen mail, safety hazards, loud noises and unmitigated dust caused by constant construction, lack of legally-required twenty-four hour notice before entry into units to make repairs, the landlord renting out units on the short-term rental website Airbnb, and a coordinated effort to push out longtime residents. (Petition.) Some of the decreased services claims in Mr. Green's petition were time-barred from consideration by the Rent Adjustment Program but not other forums, or are outside the jurisdiction of the Rent Adjustment Program but are currently still able to be heard in other forums. (Declaration, at ¶4.)

Mr. Green did not check off the check box on his petition requesting mediation. (Petition; Declaration, at ¶5.) The Landlord also did not request mediation of Mr. Green's petition. (Response dated January 13, 2020 ["Response"].)

On the same day of Mr. Green's hearing, less than two hours before its start, Mr. Green received an email from his Landlord's attorney notifying the Rent Adjustment Program of additional evidence for the noticed hearing, including a ledger that Mr. Green had never seen before. (Declaration, at ¶6.)

At the August 31, 2020 hearing date, Mr. Green, who is not an attorney, appeared alone. (Declaration, at ¶7.) One agent and two representatives appeared for the Landlord, including an attorney. (Order dated October 5, 2020 ["Order"], at p. 2; Declaration, at ¶7.) The hearing was

conducted remotely via the application Zoom before Hearing Officer Elan Lambert, with Mr. Green appearing by phone and not on video. (Order; Declaration, at ¶7.) When all parties were present, the Landlord's attorney, Mr. Green, and the hearing officer began discussing the specifics of Mr. Green's claims of overpayments and the monetary amounts necessary to redress his claims. (Declaration, at ¶8.) Mr. Green believed that by discussing the facts of his case he was participating in his hearing. (Declaration, at ¶8.). He was confused when the Landlord's attorney stated that he did not want to discuss the specifics of Mr. Green's claims for decreased services. (Declaration, at ¶9.) He was further confused that the hearing officer appeared to agree. (Declaration, at ¶9.) Mr. Green was not asked whether he wanted to change the hearing into a mediation or informed that a mediation was now occurring. (Declaration, at ¶10.)

The Landlord representative produced a ledger during the hearing that purported to show that Mr. Green had not been overcharged, or that any overpayments had been corrected. (Declaration, at ¶11.) Mr. Green did not agree with this characterization and stated, as he had in the past, that the ledger he was given was not correct. (Declaration, at ¶11.)

During the hearing, Mr. Green felt that the hearing officer was not actually listening to him, and she cut him off several times while he was speaking. (Declaration, at ¶12.)

Near the end of the hearing, based on an offer from the Landlord's attorney, Mr. Green agreed to accept a modest payment[1] as compensation for the overpayments he had made. (Declaration, at ¶13.) He also agreed to dismiss his petition. (Declaration, at ¶13.) Mr. Green did not agree that the long list of claims he had raised about his landlord's behavior were fully

[1] The agreement requires the Landlord to make a small payment to Mr. Green, the amount of which he is required to keep confidential per the terms of the settlement, which does not allow him to disclose its amount to other tenants, among other people. (Settlement Agreement and Dismissal, at ¶4b.) Although the Landlord's attorney agreed orally on the record that this amount would be sent to Mr. Green as rent credit on his ledger, and not a check, Mr. Green's landlord subsequently mailed him a check for the agreed-on amount. (Declaration, at ¶22.) Mr. Green has not cashed the check and is mailing it back to the Landlord. (Declaration, at ¶22.)

resolved. (Declaration, at ¶13.)

Mr. Green asked the hearing officer whether the proposed agreement meant that he could still bring claims against the Landlord for some reasons listed in the petition in the future and she told him that he could still bring claims. (Declaration, at ¶14.) The Hearing Officer also told Mr. Green that he would receive a written agreement to sign after the hearing. (Declaration, at ¶15.)

The settlement agreement was recorded orally by Hearing Officer Elan Lambert as follows: "The owner, by and through his attorney of record, The McConnell Group, has agreed to pay the tenant [redacted], in full and final satisfaction of resolution of the petition, T19-0514, and the tenant has agreed to accept the sum of [redacted] and agrees not to disclose the payment to any other tenant." (Hearing Recording, at 00:28-52.)

After the hearing concluded, the Rent Adjustment Program emailed both parties a written settlement agreement to sign. (Order, at p. 2; Declaration, at ¶16.) The written agreement states that "[t]he parties agree that Petition No. T19-0514, Green v. Mosser, resolves all claims in the tenant's Petition and will be dismissed with prejudice." (Settlement Agreement and Dismissal, at ¶1.) It also states that "[t]he owner agrees to pay, and the tenant agrees to accept the sum of [redacted], in full and final satisfaction of all issues raised in the petition herein." (Settlement Agreement and Dismissal, at ¶4a.)

The same day he received the written agreement, Mr. Green notified the Rent Adjustment Program via email that its written terms did not look like the terms he had agreed to, and he wanted to consult an attorney about it. (Declaration, at ¶17; Exhibit A.) He further stated that he believed the description of the hearing in the agreement was incorrect because it referred to a "settlement conference" rather than the hearing that had occurred that day. (*Id.*)

Mr. Green also spoke to Senior Hearing Officer over the phone on September 1, 2020 to

raise similar issues. (Declaration, at ¶18.)

Mr. Green emailed the Rent Adjustment Program again on September 25, 2020 to ask how to conform the written agreement to his oral agreement. (Declaration, at ¶17; Exhibit B.)

On September 29, 2020, both parties appeared at a remote status conference for the case that had been noticed by the Hearing Officer. (Order, at ¶2.) At the status conference, Mr. Green noted terms in the written agreement that he had not originally agreed to, especially the statement that all claims in his petition were resolved. (Declaration, at ¶19.) Mr. Green also listed changes that he would want made to the written agreement in conformance with the original agreement, so that he could sign it. (Declaration, at ¶19.) Specifically, Mr. Green had only agreed to fully resolve his claim for overpayments, as the parties had not discussed his many decreased services claims in the original settlement conference. (Declaration, at ¶19.) Although alleged statements from the status conference are cited in the Order, no recordings of it apparently exist. (Order, at p. 2; Declaration of Jackie Zaneri, at ¶¶3-4).

At the status conference, the Landlord's attorney allegedly requested that the written settlement agreement that Mr. Green had never signed be entered as a final decision. (Order, at p. 2.) No recording of this motion apparently exists. (Declaration of Jackie Zaneri, at ¶¶3-4)..

Following the status conference, Mr. Green again emailed the Rent Adjustment Program to state that he would be unable to sign the agreement without changes to the way it was written. (Declaration, at ¶21; Exhibit A.)

On October 2, 2020, the Hearing Officer issued an order to enter as a final decision two terms of the written agreement that was signed only by the Landlord's representative. Specifically, the Order states in its Background section that both parties agreed that:

"1. The owner agreed to pay, and the tenant agrees to accept the sum of [redacted], in full

and final satisfaction of all issues raised in the above referenced petition.

2. The tenant agreed to keep the settlement payment confidential and not disclose the payment to other Mosser property tenants." (Order, at p. 2.)

The Order also contains a different version of the terms in its concluding order section:

"1. The owner will pay the sum of [redacted] to the tenant.

2. The tenant will not disclose the [redacted] payment made by the owner.

3. The petition herein is dismissed, with prejudice."

(Order, at p. 3.)

Mr. Green never signed the agreement referred to in the Order and gave the Rent Adjustment Program ample notice that he believed the written agreement he was sent did not correctly reflect what he had agreed to orally. Had Mr. Green had the opportunity to review the written draft of the settlement agreement at his settlement conference, he would not have signed it and would have instead proceeded with his hearing. (Declaration, at ¶23.)

## III. Entry of a Settlement Agreement that he Never Signed or Agreed to Denies Mr. Green Due Process Under the Law

The right to due process under the law is enshrined in the Fourteenth and Fifth Amendments of the U.S. Constitution as well as in the California Constitution. (*See Christopher v. Harbury* (2002) 536 U.S. 403, 415, fn. 12; *Jersey v. John Muir Medical Center* (2002) 97 Cal.App.4th 814, 821.) The "fundamental requisite of due process of law" is the "opportunity to be heard." (*Mullane v. Central Hanover Bank & Trust Co*. (1950) 339 U.S. 306, 314.)

California courts have found that due process also requires a judge to take care to make sure all procedures and requirements are presented clearly for self-represented litigants or "pro per" and no litigant is misled. As the court stated in *Gamet v. Blanchard*:

> "[t]he judge should monitor to ensure the pro per is not inadvertently misled, either by the represented party or by the court. While attorneys and judges commonly speak (and often

> write) in legal shorthand, when a pro per is involved, special care should be used to make sure that verbal instructions given in court and written notices are clear and understandable by a layperson. This is the essence of equal and fair treatment, and it is not only important to serve the ends of justice, but to maintain public confidence in the judicial system."

(*Gamet v. Blanchard* (2001) 91 Cal. App. 4th 1276, 1284.) Relying on such a theory, California courts have reinstated cases that were dismissed due to the understandable misunderstanding of self-represented litigants. (*Petrosyan v. Prince Corp.* (2013) 223 Cal.App.4th 587, 594–595; *Nuno v. California State Univ., Bakersfield* (2020) 47 Cal. App. 5th 799, 815.)

The Rent Adjustment Program has its own required procedures in order to fairly adjudicate petitions. These procedures also shape the expectations of the parties that appear before it. Under Oakland Municipal Code Chapter 8.22 ("the Rent Ordinance) and its implementing regulations, a tenant who files a petition with a valid cause of action under the Rent Ordinance is entitled to a hearing on the merits. (Oakland Mun. Code § 8.22.110(A); Oakland Mun. Code Reg. 8.22.100(A)(5).) All proceedings other than mediations must be recorded by the Rent Adjustment Program to create a record, which can later be relied on in case of appeal. (Oakland Mun. Code Reg. 8.22.110(C).)

The Oakland Rent Adjustment Program also has specific procedures for mediation. The regulations state that ***voluntary*** mediation will occur only if both parties consent. (Oakland Mun. Code Reg. 8.22.100(A) [emphasis added].) Where both parties do agree to mediation by a hearing officer, the Rent Adjustment Program must inform both parties of particular facts regarding the mediation, including that the session is voluntary. (Oakland Mun. Code Reg. 8.22.100(B)(2)(a).) The Rent Adjustment program must also serve written notice of the mediation session on the parties. (Oakland Mun. Code Reg. 8.22.100(B)(2)(c).)

Mr. Green, a self-represented litigant, was deprived of due process when the hearing procedures were not followed and he was not given adequate explanations. His hearing instead

proceeded as a mediation and the hearing officer did not take appropriate steps to explain to Mr. Green what was occurring. (Declaration, at ¶¶8-13.) After receiving the landlord's main evidence regarding overpayments just hours earlier, Mr. Green appeared by phone for his hearing, and both parties and the hearing officer began discussing the evidence. (Declaration, at ¶¶6-8.) Although Mr. Green believed that this proceeding was his hearing, the only known recording in the case is a six-minute recording at the end of the proceeding discussing settlement. (Zaneri Declaration, at ¶¶3-4.) It appears most likely that the proceeding was in fact a settlement conference and not a hearing, although Mr. Green had not consented to mediation. His behavior after the hearing echoes his confusion: he emailed the Rent Adjustment Program to inform it that it had made a mistake in describing the hearing as a "settlement conference" in its documents created after the hearing. (Declaration, at ¶17; Exhibit B.) It was only after a perplexing hearing in which the landlord representative told Mr. Green that he did not want to discuss Mr. Green's claims for decreased services, and the hearing officer appeared to agree, that Mr. Green agreed to a settlement. (Declaration, at ¶¶9-13.)

The language of the oral settlement agreement is also ambiguous and likely to confuse an unrepresented litigant. This agreement was not in writing and was ambiguous as to the claims that were and were not settled. Further confounding the agreement, the written agreement that the Rent Adjustment Program sent Mr. Green differed in its language and meaning from what Mr. Green agreed to orally, and he objected to it on that basis. (Declaration, at ¶17.) The order entered by the Rent Adjustment Program also contains disparate language – instead of settling "the petition," as he agreed orally, according to the recording, the Order states that the parties agreed to settle "all issues raised in the above-referenced petition." (Hearing Recording, at 00:28-52; Order.) The actual concluding order itself does not appear to settle all issues listed in the petition, but simply

dismisses the case with prejudice. (Order.) This ambiguity creates doubt as to the actual intended meaning of the settlement and further obfuscates the future rights and obligations of both parties

There are therefore two different versions of the settlement agreement asserted by the parties. Dismissing Mr. Green's petition, which prevents him from filing the same claims again at the Rent Adjustment Program, is not the same as fully resolving all one hundred and twelve issues in his petition. The Rent Ordinance and its regulations do not contain any provision that entitles a hearing officer to determine what settlement terms the parties should agree to without their consent. Nor do they allow a hearing officer to bind a tenant to terms that they did not agree to.

There were many irregularities in Mr. Green's hearing and afterward. These irregularities were amplified by the fact that he is not an attorney, appeared without an attorney, and the changed hearing procedures and potential settlement were not clearly explained to him. (Declaration, at ¶¶7, 10.) These irregularities raise questions about the fairness of the entire process.

In the context of these irregularities, it appears that both parties to this case initially believed that they had reached a settlement agreement. However, once a proposed written agreement was received by both parties, the parties made it clear they had envisioned terms that were at odds, and no actual settlement, oral or written, had been reached. (Declaration, at ¶¶17-21.) Where there is no final settlement agreement, a party who files a petition is entitled to a hearing. (Oakland Mun. Code Reg. 8.22.100(A)(5).)

## IV. Code of Civil Procedure Section 664.6 Does Not Allow a Hearing Officer to Enter the Terms of an Oral Agreement That Both Parties Have Not Agreed to

The Hearing Officer's Order claims that Mr. Green is bound to the agreement in the Order under the terms of Code of Civil Procedure Section 664.6, which states as follows:

> "If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof,

the court, upon motion, may enter judgment pursuant to the terms of the settlement." Section 664.6 is most commonly used to enforce a settlement agreement where two or more parties have signed a written agreement, or in certain circumstances, when parties have an oral settlement agreement. Because both parties did not sign a written agreement, the hearing officer is attempting to enforce the terms of an oral stipulation. However, the facts do not suggest that an oral agreement was reached in which both parties meant the same thing at the same time. Neither does the record show that the hearing officer followed any of the procedures required under Section 664.6 in order to ascertain that both parties have orally agreed to the same agreement and agree to be bound. As no settlement was reached, no alleged settlement should stand that might bar Mr. Green from bringing claims against his landlord in the future.

**A. No Oral Agreement Was Reached at the Settlement Conference**

A settlement agreement, like any other contract, is unenforceable if the parties fail to agree on a material term or if a material term is not reasonably certain. (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 811; Civ. Code § 1580 ["Consent is not mutual, unless the parties all agree upon the same thing in the same sense"]; Civ. Code § 3390(5).) Even if two parties believe they have reached an agreement, if they do not actually agree on the same terms, no actual contract has been formed. (*Banner Entertainment, Inc. v. Superior Court* (1998) 62 Cal.App.4th 348, 357-358.) Where no agreement is created, a mediator or judge may not use Section 664.6 to create and impose settlement terms. (*Weddington Productions., Inc. v. Flick*, 60 Cal. App. 4th at 79.)

Lack of agreement includes failure to agree to settle on a specific term. For example, a settlement agreement does not cover issues that the parties did not intend to include at the time they made the agreement. (*Folsom v. Butte Cty. Assn. of Governments (1982) 32 Cal. 3d 668, 681*; *Lemm v. Stillwater Land & Cattle Co*. (1933) 217 Cal. 474, 482.) Therefore, where two parties do

not expressly agree to settle a claim in their settlement agreement, even if the claim is part of the transaction underlying the suit, it is not considered settled. (*California Mill. Corp. v. White* (1964) 229 Cal. App. 2d 469, 478.) For instance, in *Folsom v. Butte County Association*, where parties agreed to settle all claims but did not discuss attorney fees during their settlement associations, the question of attorney fees was still at issue and not a part of the extant settlement agreement. (*Folsom v. Butte Cty. Assn. of Governments* (1982) 32 Cal. 3d 668, 681*; see also Ritzenthaler v. Fireside Thrift Co.* (2001) 93 Cal. App. 4th 986, 991.)

Settlements in workers' compensation cases are most analogous to the present situation as they also may involve the right to bring civil claims adjacent to an administrative process. Workers' compensation is an administrative hearing system, just as the Rent Adjustment Program hearings are. (*Claxton v. Waters* (2004) 34 Cal. 4th 367.) In addition to filing claims with the Workers' Compensation Board, workers can also file certain claims against their employers in civil court, just as tenants can also file claims in civil court against their landlords in addition to the Rent Adjustment Program. The Workers' Compensation system has a form settlement agreement that includes broad form language stating that an injured worker has decided to settle all claims arising out of the injury. (*Claxton v. Waters* (2004) 34 Cal. 4th 367, 376.)

Because workers' compensation hearings are more informal than a court proceeding and many parties are not represented by attorneys, courts have ruled that a worker who agrees in a form settlement agreement to settle 'all claims' has not agreed to settle all possible claims with their employer. (*Claxton v. Waters* (2004) 34 Cal. 4th at 376–77; *see also Delaney v. Superior Fast Freight* (1993) 14 Cal.App.4th 590, 599.) Thus, the family of a deceased worker who entered into such a workers' compensation settlement that stated that it released "any and all claims" related to the worker's injury and death could still sue separately for personal injury, wrongful

death, conspiracy to violate civil rights, and violation of civil rights related to the same incident. (*Lopez v. Sikkema* (1991) 229 Cal App.3d 31.) Similarly, a worker who agreed to a settlement agreement and release in his workers' compensation case that stated that the worker had received an injury to his psyche and that the worker ""releases and forever discharges said employer ... from all claims and causes of action, whether now known or ascertained, or which may hereafter arise or develop as a result of said injury...." could still bring a separate claim in civil court for emotional distress. (*Delaney v. Superior Fast Freight* (1993) 14 Cal.App.4th 590, 599.) Courts have noted that the informal nature of workers' compensation hearings, in which many parties are not represented by attorneys, makes such an interpretation necessary. (*Claxton v. Waters* (2004) 34 Cal. 4th 367, 373; *see also Camacho v. Target Corporation* (2018) 24 Cal.App.5th 291, 306.)

Where the language of a settlement agreement is ambiguous, extrinsic evidence can be used to determine the meaning of a term. (*See Butler v. Vons Companies, Inc.*, (2006) 140 Cal. App. 4th 943, 949.) For example, even where a party agreed to waive "all claims, known and unknown" and references the language of Civil Code Section 1542, the scope of the waiver was ambiguous and extrinsic evidence was necessary to examine the actual intent of the parties. (*See Butler v. Vons Companies, Inc.* (2006) 140 Cal. App. 4th 943, 950.)

In the present case, Mr. Green appeared without an attorney at a setting more informal than a court proceeding. The meaning of the settlement agreement is also ambiguous: the settlement that Mr. Green agreed to, which would resolve overpayments and dismiss his petition, is materially different from a settlement agreement that fully resolves all the claims listed in his petition. The first settlement would dismiss Mr. Green's claims and render him unable to refile the same case with the Rent Adjustment Program but allow him to pursue such claims in the future. The settlement the Landlord agreed to purports to take Mr. Green's voluminous list of instances of

harassment and bar him from seeking just compensation and equitable remedies that are otherwise available to him. Although what the hearing officer meant by the Order is ambiguous, the hearing officer cannot unilaterally enter the Landlord's settlement at the expense of Mr. Green

The extrinsic evidence also shows that the parties did not agree to the same material terms. The parties did not even discuss the decrease in services claims, at the behest of the landlord's representative. (*See Folsom v. Butte Cty. Assn. of Governments* (1982) 32 Cal. 3d 668, 681.) Instead, Mr. Green agreed to settle overpayments by having his landlord make a small payment to him. He also agreed to dismiss his claims for decreases in services but did not agree to deem all issues listed in his petition "fully resolved" so that he could never bring those claims in another forum. In contrast, the Landlord purports to have agreed to settle the case only where all of the issues in Mr. Green's petition were fully settled, barring him not only the right to bring such claims before the Rent Adjustment Program, but also in other forums. Thus, the two parties never agreed on the same terms of settlement.

Mr. Green's behavior immediately following the hearing and in subsequent weeks is also consistent with his interpretation of the settlement agreement. He stated to the Rent Adjustment Program, in writing, on the same day of his hearing and in subsequent weeks, that he had not agreed to fully resolve all issues listed in his petition, but only to dismiss the petition. (Exhibit A.)

No oral settlement can be enforced under Code of Civil Procedure Section 664.6 because no settlement was created between the parties. Any attempt to enforce an agreement is an error that unlawfully creates terms that were not agreed to by both sides.

### B. The Hearing Officer Did Not Follow Procedures to Ensure that All Parties Intended the Same Terms

In order to determine whether an oral agreement occurred that is enforceable under Code of Civil Procedure Section 664.6, a court should consider whether (1) the material terms of the

settlement were explicitly defined, (2) the supervising judicial officer questioned the parties regarding their understanding of those terms, and (3) the parties expressly acknowledged their understanding of and agreement to be bound by those terms. (*In re Marriage of Assemi* (1994) 7 Cal. 4th 896, 911.)

In the present case, Mr. Green was not represented by an attorney and is not an attorney. (Declaration, at 8.) The hearing officer also did not state an agreement on the record that matches the wording of the agreement recorded in the Order. Specifically, the parties did not agree orally that each "issue" in the petition was resolved – they only agreed to dismissal of the petition. The Order also does not describe any other procedures used to verify that both parties actually agreed to the same terms. (Order.) In fact, the hearing officer told Mr. Green that he could bring his claims in another forum—a situation that is left ambiguous under the terms of the Order. Mr. Green's conduct immediately after receiving the settlement agreement also made clear to the Rent Adjustment Program that he did not intend to bind himself by potentially foreclosing claims against his landlord for instances of harassment and other misconduct.

Mr. Green cannot be bound to terms under Code of Civil Procedure Section 664.6 that the Hearing Officer did not take steps to ensure he actually agreed to. The procedures required under Section 664.6 are intended to ensure that all parties agree to the same terms. Here, Mr. Green made clear that he did not understand himself to be agreeing to the terms of the written settlement. Instead of revisiting the negotiation and advising both parties of the effects of a settlement, the hearing officer used Section 664.6 as a weapon to impose a prejudicial, unagreed-upon, and ambiguous settlement on an unrepresented tenant.

## V. Oakland Law Does not Allow a Hearing Officer to Enter a Settlement Agreement as a Decision Without a Written Agreement

Where an oral agreement is not intended to stand on its own and is not intended to be

binding without a further written agreement, parties do not create a binding agreement by agreeing orally. (*See Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307.) The Rent Ordinance allows a landlord and a tenant to mediate their case prior to hearing but is specific about the circumstances that create a valid settlement agreement. The Rent Ordinance regulations also require a written agreement from a mediation in order to enter into a settlement agreement and avoid a hearing:

> "If the parties reach an agreement during the mediation, a written mediation agreement will be prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement."

(Oakland Mun. Code Reg. 8.22.100(A)(6).) Requiring that settlement agreements be reduced to a writing during the mediation helps ensure that all parties are agreeing to the same terms, which they have had the opportunity to review before signing.

In contrast, the Regulations have no provision that allow for an oral agreement to be entered where no written agreement was signed. If no written agreement is signed by both parties, and no settlement is reached, then a hearing on the petition should be scheduled. (Oakland Mun. Code Reg. 8.22.100(A)(5) ["If the parties fail to settle the rent dispute through the mediation process after a good faith effort, a hearing on the petition will be scheduled on a priority basis with a Staff Hearing Officer."].)

Here, the hearing officer ended the hearing without a written agreement from both parties. She erred in entering an alleged settlement agreement as a decision when no written settlement agreement was signed by both parties. Doing so not only denied Mr. Green the right to a hearing, but also resulted in a decision that purports to waive rights that Mr. Green did not agree to waive.

It is unclear why the Rent Adjustment Program even presented Mr. Green with the

proposed written agreement if it is the Program's position that he could not object to the terms and his signature was not actually required. If the Order is permitted to stand, a precedent will be set in which a tenant can potentially waive substantial legal rights just by participating in a mediation. This precedent would justifiably encourage tenants to avoid mediation altogether to avoid being bound by agreements that go far beyond the scope of the Rent Adjustment Program

## VI. Conclusion

The COVID-19 pandemic has required parties before the Rent Adjustment Program and litigants before it to adapt to new procedures. But those new procedures cannot lawfully include depriving a party of due process under the law. Because is possible for parties to misunderstand one another in settlement negotiations, careful procedures are always necessary before binding all parties to a settlement agreement that implicates important rights. Those procedures were not adhered to. They also produced a final order that is ambiguous as to the claims that were actually settled. As such, Mr. Green lawfully cannot be bound by a settlement agreement that he did not actually agree to that could prevent him from pursing his claims against his landlord in the future.

For these reasons, Tenant-Appellant Green respectfully requests that the decision entering a settlement agreement be overturned and the petition remanded for a new hearing. He further requests a hearing by the full Rent Adjustment Program Board instead of an appeal panel.

Respectfully submitted,

Jackie Zaneri
ACCE Institute
Attorney for Tenant-Appellant Morris Green, Jr.

**Declaration of Morris Green, Jr.**

**Appeal of Case No. T19-0514**

I, Morris Green, Jr., state and declare as follows:

1. The following facts are true of my own personal knowledge and I could and would testify to them under oath if called to do so.
2. I am a tenant at 265 Vernon Street, Unit 214, Oakland, California.
3. On November 15, 2019, I filed a petition with the Oakland Rent Adjustment Program that began Case No. T19-0514. I filed the petition because my corporate landlord, Mosser Companies, Inc., had overcharged me for rent and other charges. Although I had continually asked my landlord to correct this issue on its ledgers, it had not corrected these errors. I know of several other tenants who have experienced similar ledger problems with my landlord.
4. I also included many other issues in my petition. Most of these issues were related to decreases in housing services I had experienced over the past few years since the landlord, Mosser Companies, became the owner of my building in 2016. I understand now that some of these issues in my petition were time-barred by the Rent Ordinance or cannot be brought in front of the Rent Adjustment Program, since they relate to issues like harassment. I also understand that I am not time-barred from bringing these claims in other legal forums, such as in court.
5. I did not agree to mediation in my petition in the space provided on the petition form to indicate if I would agree to it. My landlord's response to my petition also did not agree to mediation.
6. On August 31, 2020, at 8:23 am, less than two hours before my hearing, the landlord's attorney emailed me and Analyst Ava Silveira of the Rent Adjustment Program to submit some additional evidence for the hearing that he said had been uploaded but not included in the file. This evidence was a ledger that I had not previously seen and was different from the ledger and email exchanges with Mosser Companies, Inc. that I provided in my petition.

7. On August 31, 2020 at 10:00 am, I appeared by phone at the Zoom hearing for my case by calling into a number provided by the Rent Adjustment Program. I did not have an attorney. I am not an attorney myself. My landlord had an agent and two representatives present at the hearing.
8. At the hearing, the landlord's attorney, the hearing officer, and I discussed the ledger my landlord produced and the overcharges. We also discussed what would be fair compensation. I believed at the time that we were conducting the hearing and not engaging in settlement discussions.
9. My landlord and I did not discuss the decrease in housing services in my petition at the hearing because the landlord's representative said he did not want to discuss them. I thought that this was a strange way to conduct a hearing and was confused about why the hearing officer did not correct this. She appeared to agree with the landlord's attorney.
10. I was not asked at the beginning of the August 31 hearing whether I wanted to mediate my petition. No one told me that day that the hearing had been changed to a settlement conference. I thought that we were holding the hearing by discussing the evidence.
11. My landlord's representative claimed at the hearing that the issues with my rent ledger had already been resolved. I did not agree with this characterization and said so. The ledger my landlord provided was still incorrect, which is an issue that has caused me a lot of stress.
12. During the hearing, I felt that the hearing officer was not actually listening to me, and she cut me off several times while I was speaking.
13. Near the end of the hearing, after an offer from my landlord's attorney I agreed to resolve the issue of the overcharges with a small payment to me, the amount of which was to be confidential so that I could not tell other tenants about it. I did not agree that all other claims in my petition would be fully resolved. Many of my other claims are ongoing issues with my landlord that I do not consider resolved.

14. I asked the hearing officer whether the proposed agreement meant I could still bring claims against my landlord for some of the reasons listed in my petition in the future. She told me that I could.
15. At the end of the hearing, the hearing officer told me that I would receive a written agreement to sign that outlined what both sides had agreed to.
16. After the hearing, RAP Analyst Ava Silveira sent me a settlement agreement that the hearing officer had drafted. Ms. Silveira was my conduit for contacting the Rent Adjustment Program since I did not have direct contact information for the hearing officer.
17. The same day as the hearing, I read the written agreement I had been sent and realized that it contained terms that I did not agree to that day. I was particularly alarmed to find that it said that all of the issues I had listed in my petition were resolved, because I had not agreed to do that. That same day, on August 31, I emailed Ms. Silveira to let her know that the terms and language in the written agreement did not look correct to me and that I wanted to contact an attorney about that. I also let her know that during the settlement conference the hearing officer cut me off several times when I was trying to explain myself and did not seem to be listening. A true and correct copy of my email is attached to this declaration as Exhibit B.
18. The next day on September 1, 2020 I also spoke to Senior Hearing Officer Barbara Kong-Brown over the phone about the same issues I raised to the RAP Analyst, Ms. Silveira.
19. Following this email, I also emailed Ms. Silveira on September 25, 2020 to ask how I could change the written agreement to match and include language of what I had agreed to at the hearing. A true copy of our email correspondence is attached to this declaration as Exhibit B.
20. On September 29, 2020, I appeared by phone at a status conference about my case. At that time, I let the hearing officer know that I had not agreed to many of those terms that appeared in the settlement agreement and still had questions about them. I also informed her that I would be open to resolving the case so long as the agreement reflected what I had agreed to. We did not make a

new agreement that day, nor did I agree to the terms of the written agreement I had been sent. The hearing officer told me that I was not allowed to add 'additional terms or language' to the document because my landlord had signed it already.

21. Following the status conference, I again emailed Ms. Silveira on September 30 and October 2 to let the Rent Adjustment Program know that I did not agree with the written agreement, that it looked different from what I had actually agreed to, and that I would like language included in the agreement before signing. I again asked how we could make changes to correct this. She informed me that the hearing officer had declined that request to make changes and had instead issued an Order of Settlement of the written agreement as a decision. A true and correct copy of our email correspondence is attached hereto as Exhibit A.
22. Although according to the oral agreement at the hearing the payment was supposed to be a rent credit applied to my account and not a check, my landlord later mailed me a check for the settlement amount. I have not cashed the check and am mailing it back.
23. I did not have any intention of "resolving" all the issues I listed in my petition at the hearing with the settlement I agreed to. I still have not signed the written agreement, because I never agreed to all of its terms. If I had had the ability to review the written settlement agreement drafted by the hearing officer while I was still in the hearing, I would not have agreed to sign it and would have instead asked to continue with the hearing.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 1, 2020 in Oakland, California

Morris Green, Jr.

# RE: REMINDER: RAP Hearing Monday 8/31/2020 at 10:00am for T19-0514: Green v. Mosser Companies Inc.

From: Silveira, Ava (asilveira@oaklandca.gov)

To: skywalker2442@yahoo.com

Date: Monday, August 31, 2020, 5:18 PM PDT

Hi Mr. Green,

I'm sorry to hear about your experience. You may contact my supervisor, Barbara Kong-Brown, to talk about what transpired at the hearing today.

Her phone number is 510-208-3688. Please call her during business hours tomorrow.

Sincerely,

Ava

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Monday, August 31, 2020 4:32 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: REMINDER: RAP Hearing Monday 8/31/2020 at 10:00am for T19-0514: Green v. Mosser Companies Inc.

Hi Ms. Ava Silveira,

She wasn't easy to talk to, was cutting me off when I was trying to explain, lecturing about the zoom meeting regarding me not being on video, which isn't a requirement as long as I can converse with the parties involved and other things like needing to have an amount for settlement, which is also not a requirement and difficult to do (i.e., namely, how can I determine a dollar amount on ongoing decrease in housing issues such as sewer leakage, elevator issues and water/electrical power shutoffs, etc), and didn't listen to what I was trying to convey nor do I think she reviewed the documents I've submitted. We didn't even go over the decreased in housing issues. which was one of my major complaints in the petition because the owner's (The McConnell Group) didn't want to go over it, but in this settlement agreement they don't want to admit to any wrongdoings. I may have a problem with the settlement agreement because of the language and what I am not comfortable agreeing to after seeing what was included in the document. I may need to conduct with an attorney before agreeing to this agreement.





The issues with the decreased in housing services are ongoing since The Mosser Companies took over ownership of the property. Besides I have issues with the documents the owner/landlord's representative, The McConnell Group submitted today Monday, August 31, 2020 around 8:23 am before our meeting 10 am, which I had little to no time to review the documents. I didn't have a chance to review their documents in its entirety when they had most if not all of my documents months before. Is this acceptable considering it wasn't submitted earlier, which I wasn't carbon copied on and there were some discrepancies with their documents versus my documents?

Is there someone else I can speak to other than the hearing officer regarding the settlement letter and what transpired in the meeting?

Thanks,

M Green

On Monday, August 31, 2020, 12:14:22 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Hi Mr. Green,

The McConnell Group actually uploaded those documents to the RAP database on 8/24/20, but I was not aware of them and he was letting me know that I failed to include those documents in the file.

It was my understanding that the case settled today. What did the hearing officer say about the letters?

-Ava

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Monday, August 31, 2020 12:06 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: REMINDER: RAP Hearing Monday 8/31/2020 at 10:00am for T19-0514: Green v. Mosser Companies Inc.

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Hello Ms. Ava Silveira,

I called the +1 669 900 9128 US (San Jose) and Meeting ID: 830 0036 7978 and Passcode: 578096 around 9:53 am today and I was placed on hold and then I was booted off prematurely. Finally, I got connected, so please disregard my phone call message that I left around 10am today . Also, I was wondering can the opposing side (owner/landlord's representative) submit documents today Monday, August 31, 2020 around 8:23 am before our





meeting 10 am, which I had little to no time to review the documents? Is that acceptable considering it wasn't submitted earlier and there was some discrepancies with their documents versus my documents?

Thanks,

Mo

On Sunday, August 30, 2020, 3:28:50 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear parties,

Your remote hearing on 8/31/2020 will begin promptly at 10:00am on Monday.

If you intend to participate in the meeting with video capability through Zoom, please be sure to download the Zoom application on your device at least 30 minutes prior to the hearing.

Attached, please find all the forms and/or documents submitted by all parties. If there is anything that was submitted to me that is missing in the attachments, please let me know as soon as possible.

Below is the link to join the Zoom meeting:

Topic: T19-0514 Green v. Mosser Companies Inc. Hearing

Time: Aug 31, 2020 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83000367978?pwd=WkxWRlFEVSi9PM2hXYUNicXdtam5Jdz09

Meeting ID: 830 0036 7978

Passcode: 578096

One tap mobile

+16699009128,,83000367978#,,,,,,0#,,578096# US (San Jose)

+12532158782,,83000367978#,,,,,,0#,,578096# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)





+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 830 0036 7978

Passcode: 578096

Sincerely,

Ava Silveira, MPA

Administrative Analyst I | Rent Adjustment Program

City of Oakland | Housing and Community Development

250 Frank H. Ogawa Plaza, Suite 6301, Oakland, CA 94612

(510) 238-7093

# RE: T19-0514; Settlement Agreement Status

From: Silveira, Ava (asilveira@oaklandca.gov)
To: skywalker2442@yahoo.com
Date: Tuesday, October 6, 2020, 2:49 PM PDT

Dear Mr. Green,

I advised the hearing officer that you would like to change the language of the agreement; however, she has denied that request and issued an Order of Settlement. I sent you a copy of the Order under separate cover.

Sincerely,

Ava

---

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Friday, October 02, 2020 6:23 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: T19-0514; Settlement Agreement Status

Dear Ms. Ava Silveira,

I appreciate your assistance in attempting to settle my petition/rent adjustment board case. However, the primary (or initial) reason for my filing a complaint was to request that my landlord reimburses me for previous rent overpayments (which I was possibly overcharged in an accounting error). Unfortunately, after reviewing the written settlement agreement with an attorney, I discovered that there were additional stipulations and arbitrary clauses added. To my recollection, this additional language did not reflect our discussion and/or our mutual agreement during the hearing on August 31, 2020.

In the Petition Hearing on August 31, 2020 we didn't discuss the decreased in housing services portion of my petition because Mosser's, Owner Representative, Gregory McConnell of The McConnell Group didn't want to discuss it and asked me what I want. We mainly talked about the dispute in overcharges in my rent payments that I received when I made higher rent payments when Mosser charged me CPI rent increases twice in July 2019





and in October 2019 and then rescinded the amount, but never reimbursed me for it. Therefore, I want to exclude the "decreased in housing services" portion in my petition and for the settlement agreement to focus only on the dispute in overcharges in my rent payments. So, if that can happen then I will be willing to sign the agreement only for that reason, which doesn't include decrease in housing services since it's an ongoing issue that I don't want to disbar or restrict myself from raising any new issues in future, which I can't predict especially under change in new ownership or property management.

It seems the way the agreement was written it would disbar/take away my right or restrict me from filing a petition in the future to include decrease in housing services. Correct me if I am wrong. And if I am wrong in my interpretation of that then I would want language in the settlement agreement to include or stipulate that it won't restrict me from raising any concerns in decrease in housing services if any issues occur in the future, especially if there is a change in new ownership/property management.

And the notion that language can't be added to a document once a party signs it I never heard that before until Hearing Officer Ms. Elan Consuella Lambert stated it in our second hearing on September 29, 2020. Besides once the settlement agreement was initially sent to me I didn't agree with the way certain language was written, therefore, I should have had the luxury or be entitled to review the document first and make any changes in adding language to the document to compel me to sign. If I am unable to add certain language to the agreement then maybe I can super-strike certain wording and proceed further with the hearing.

Can you please provide me a word version of the T19-0514 Settlement Agreement instead of the pdf version, so I can provide you my edits to the document and sign? If you can't provide me a word version of the agreement then I would write it on the document itself and send it to you because I don't have the hearing officer's (Ms. Lambert) email address. And do you prefer me to mail the signed and edited document to a particular address or email it and to whom?

**The language that I am referring to include:**

1. On Page 1 there is a typo under the Appearances section "Messers" when it should be ***Mosser.***

2. On Page 1 under Section I. Introduction second paragraph "as a result of a settlement conference" should be replaced with the words "***petition hearing***" because that is what it was a hearing to discuss my petition.





3. On Page 1 under Section II. Terms And Conditions item #1, "The parties agree that Petition No. T19-0514, Green v Mosser, resolves **all** claims in the tenants's Petition and will be dismissed with prejudice". My issue is with the word ***all*** when we mainly talked about the dispute in overcharges in rent payments. I prefer the language to be added is to replace "***all***" with "***resolves claims pertaining to the dispute in overcharges in rent payments or* previous rent overpayments**". And my reason is I don't want this agreement to restrict me and take away my rights from filing a petition later regarding new decreased in housing issues. Again, I can't predict the future, therefore I don't know what will happen.

4. On Page 2 under Section II. Terms And Conditions item #4a, "in full and final satisfaction of ***all*** issues raised in the petition herein". My issue is with the word ***all*** when we mainly talked about the dispute in overcharges in rent payments. I prefer the language to be added is to replace "***all***" with "***resolves claims pertaining to the dispute in overcharges in rent payments***". And my reason being I don't want this agreement to restrict me from filing a petition later regarding new decreased in housing issues, especially if there is a change in new ownership/property management. Again, I can't predict the future, therefore I don't know what will happen.

5. On Page 2 under Section II. Terms And Conditions item #4b, it's not a standard clause. I don't have a problem keeping the payment amount confidential, but the extra verbiage like "including but not limited to, from tenants of Mosser properties" I thought it was different. I would just have this clause be only as "**The tenant agrees to keep the above-reference payment confidential**", which I wouldn't have any problem with.

6. On Page 2 under Section III. Entire Agreement, I am confused by this section mainly this agreement "takes the place of any and all prior agreements" because there wasn't no prior agreements with both parties.

7. On Page 3 under VI. Attorneys' Fees and Costs: I thought this was a ***Petition Hearing*** instead of a ***meditation?***

Hopefully, I am able to edit the document or add the necessary language to compel me to sign. Can you please provide me a word version of the T19-0514 Settlement Agreement instead of the pdf version, so I can provide you my edits to the document and sign? If you can't provide me a word version of the agreement then I would write it on the document itself and send to you. And do you prefer me to mail the signed and edited document to a particular address or email it?





Thanks,

M. Green

510-350-7672

On Thursday, October 1, 2020, 8:15:27 AM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear Mr. Green,

When you say you want to include language in the agreement, what language are you referring to?

One option is to sign the agreement and settle this matter. The other option is to not sign the agreement and allow the case to proceed to a hearing.

-Ava

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**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Wednesday, September 30, 2020 12:35 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: T19-0514; Settlement Agreement Status

Ava,

After the meeting yesterday, I would like to include language in the agreement. Also, the hearing officer, Ms. Elan Consuella Lambert mentioned that they are options in the Order, which one is to sign the agreement. I want to know what are the other options if I don't sign? Please let me know if you have some free time to discuss.

Thank you,

Mo

510-350-7672

On Friday, September 25, 2020, 3:40:17 PM PDT, Mo Green <skywalker2442@yahoo.com> wrote:

Ava,

I was confused with the settlement agreement and would like to include language in there and need some clarification. If I sign the settlement agreement does that agreement only applies to the items that I had issues with the T19-051 petition or would it apply to all future petitions, thus nullifying my opportunity to file future petitions if another situation arises with the owner?

Mo

On Friday, September 25, 2020, 2:56:28 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Unfortunately, none of the meeting rooms at RAP is set up with proper social distancing protocols, so all in-person hearings and meetings are suspended until further notice.

Also, you may talk to me as I am the analyst assigned to your case. What issues did you want to discuss?

Sincerely,

Ava

---

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Friday, September 25, 2020 2:47 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: T19-0514; Settlement Agreement Status

Dear Ms. Ava Silveira,





No I don't have such phone. I will just call in like I usually do. I was thinking if RAP have capacities at their office somewhere. Question: Do you know if the RAP Office is open to meet with someone to discuss some issues or is there a way to talk with an analyst?

Thanks,

M

On Friday, September 25, 2020, 12:09:14 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear Mr. Green,

Do you have a smart phone?

If so, you can download the zoom app on your phone and participate with video if your phone has a camera.

---

**From:** Mo Green <skywalker2442@yahoo.com>
**Sent:** Thursday, September 24, 2020 1:32 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Subject:** Re: T19-0514; Settlement Agreement Status

Ms. Ava Silveira,

Thanks for sending me this. If someone doesn't have video zoom meeting capabilities does RAP or your office have options to participate in the meeting onsite? Or can I just call in like I did before to participate in the meeting? Question: Do you know if the RAP Office is open to meet with someone to discuss some issues or is there a way to talk with an analyst?

Thanks,

M. Green





On Monday, September 21, 2020, 10:01:34 AM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear parties,

Three weeks have passed since a copy of the Settlement Agreement was sent to the parties for signature and review. Although RAP has received a signed copy of the Settlement Agreement from the owner's representatives, we have yet to receive a signed copy of the agreement from Mr. Green. Therefore, the Hearing Officer would like to set a Settlement Status Conference on September 29, 2020 at 11:30am to discuss options.

Below is the link to join the Zoom meeting:

Topic: T19-0514 Green v. Mosser Companies Inc.

Time: Sep 29, 2020 11:30 AM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/84574933567?pwd=U1Y2UFpWN09JdWx0RXZQckhnTjJOZz09

Meeting ID: 845 7493 3567

Passcode: 589970

One tap mobile

+16699009128,,84574933567#,,,,,,0#,,589970# US (San Jose)

+13462487799,,84574933567#,,,,,,0#,,589970# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)





Meeting ID: 845 7493 3567

Passcode: 589970

Sincerely,

Ava Silveira, MPA

Administrative Analyst I | Rent Adjustment Program

City of Oakland | Housing and Community Development

250 Frank H. Ogawa Plaza, Suite 6301, Oakland, CA 94612

(510) 238-7093

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**From:** JR McConnell <jr@themcconnellgroup.com>
**Sent:** Thursday, September 17, 2020 5:54 PM
**To:** Silveira, Ava <ASilveira@oaklandca.gov>
**Cc:** Gregory McConnell <gmc@themcconnellgroup.com>; Maria Recht <mrecht@mosserco.com>
**Subject:** T19-0514; Settlement Agreement Status

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Ms. Silveira,

Attached, please find a memo regarding the status of the settlement agreement for case T19-0514. Please include this memo in the file and please let us know the status of the case.

Thank you.

**JR McConnell**
**Executive Vice President**
**The McConnell Group**
300 Frank H. Ogawa Plaza, Suite 460
Oakland CA, 94612
(510) 834-0400 Office
(510) 691-7365 Mobile

**Declaration of Jackie Zaneri**

**Appeal of Case No. T19-0514**

I, Jackie Zaneri state and declare as follows:

1. The following facts are true of my own personal knowledge and I could and would testify to them under oath if called to do so.
2. I am an attorney duly licensed to practice law in California. I represent Tenant-Appellant Morris Green Jr. in this case.
3. On October 25, 2020, I emailed Rent Adjustment Program Administrative Analyst Cynthia Jay requesting all recordings for hearings, meetings, and other recordings in Case No. T19-0514.
4. On November 24, 2020 in response to my request, I received an email from Ms. Jay attaching a single recording that is six minutes and twenty seconds long. The Rent Adjustment Program has sent me no other recordings from this case.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 1, 2020 in Oakland, California

Jackie Zaneri

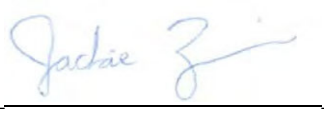
## PROOF OF SERVICE

I, the undersigned, served a copy of the foregoing Appeal Brief as follows:

On December 2, 2020, by enclosing the document in a sealed envelope, with postage thereon full prepaid, and depositing it with the United State Postal Service, addressed as follows:

Greg McConnell
JR McConnell
300 Frank Ogawa Plaza #460
Oakland, CA 94612

I declare under penalty of perjury that the foregoing is true and correct. Executed in Oakland, California on December 1, 2020.



Jackie Zaneri

March 11, 2021

Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

*Via Email*

Re: Notice of Address Change – Case No. T19-0514

Dear Rent Adjustment Program:

I am representing Tenant-Appellant Morris Green in the above case. Please be advised that my contact information is now as follows:

Jackie Zaneri
ACCE Institute
P.O. Box 7226
Oakland, CA 94601

Thank you for your attention to this matter.

Sincerely,

Jackie Zaneri, Esq.
Alliance of Californians for
Community Empowerment (ACCE) Institute

Attorney for Tenant-Appellant Morris Green

**From:** Kong-Brown, Barbara
**To:** Lothlen, Brittni
**Subject:** FW: Oakland Rent Board Case No. T19-0514
**Date:** Friday, April 23, 2021 4:29:53 PM

Hi Brittni: When you get a chance can you please scan this to the Z drive for T19-0514? Thanks. bkb

**From:** Gregory McConnell <gmc@themcconnellgroup.com>
**Sent:** Friday, April 23, 2021 8:41 AM
**To:** Kong-Brown, Barbara <BKong-Brown@oaklandca.gov>
**Cc:** dmiller@lubinolson.com; Jackie Zaneri <jzaneri@calorganize.org>
**Subject:** FW: Oakland Rent Board Case No. T19-0514

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Dear Ms. Kong Brown,

At the last appeal hearing on T19-0514, the issue arose as to who the landlord representative will be. This was caused by a sale of the property. The former owner and the current owner have sorted things out and The McConnell Group will be handling the case. The email chain below confirms that information.

Please send all notices to us.

Thank you,

Greg McConnell

**From:** Gregory McConnell <gmc@themcconnellgroup.com>
**Date:** Thursday, April 22, 2021 at 3:43 PM
**To:** Miller, Dennis <DMiller@lubinolson.com>, Jackie Zaneri <jzaneri@calorganize.org>
**Cc:** Miller, Dennis <DMiller@lubinolson.com>, Montoya, Catherine <CMontoya@lubinolson.com>
**Subject:** Re: Oakland Rent Board Case No. T19-0514

Yes, that is correct. I am the agreed upon representative by the former and current owner. I will inform the RAP of that decision as well.

Thank you

**From:** Miller, Dennis <DMiller@lubinolson.com>

**Date:** Thursday, April 22, 2021 at 10:23 AM
**To:** Jackie Zaneri <jzaneri@calorganize.org>, Gregory McConnell <gmc@themcconnellgroup.com>
**Cc:** Miller, Dennis <DMiller@lubinolson.com>, Montoya, Catherine <CMontoya@lubinolson.com>
**Subject:** RE: Oakland Rent Board Case No. T19-0514

Ms. Zaneri, yes, we have determined who will be defending against the appeal. It will be Mr. McConnell.

Dennis D. Miller | **LUBIN OLSON**
Lubin Olson & Niewiadomski LLP | The Transamerica Pyramid | 600 Montgomery Street, 14th Floor | San Francisco, CA 94111
Phone: (415) 981-0550 | Facsimile: (415) 981-4343 | www.lubinolson.com | Email: dmiller@lubinolson.com

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**From:** Jackie Zaneri <jzaneri@calorganize.org>
**Sent:** Thursday, April 22, 2021 9:43 AM
**To:** Miller, Dennis <DMiller@lubinolson.com>; Gregory McConnell <gmc@themcconnellgroup.com>
**Subject:** Oakland Rent Board Case No. T19-0514

Mr. McConnell and Mr. Miller:

Have you figured out which of your clients will be defending the appeal in Case No. T19-0514 before the Oakland Rent Board? Please advise.

Sincerely,

Jackie Zaneri
Staff Attorney
Alliance of Californians for Community Empowerment (ACCE)
jzaneri@calorganize.org

**CITY OF OAKLAND**
Rent Adjustment Program

# MEMORANDUM

**Date:** July 2, 2021

**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)

**From:** Braz Shabrell, Deputy City Attorney

**Re:** Appeal Summary in T19-0344, Stephenson v. Ramirez

**Appeal Hearing Date:** July 8, 2021

---

Property Address: 545 Valle Vista Avenue, Unit 2, Oakland, CA

Appellant/Tenant: Connie Stephenson

Respondent/Owner: Phil Ramirez, Lisa Ramirez-Ivy

## BACKGROUND

On July 5, 2019, the tenant filed a petition contesting two rent increases and alleging decreased housing services. The rent increases being contested were the following:

- $1,020.00 to $1,073.00, effective March 1, 2018;
- $1,073.00 to $1,136.00, effective August 1, 2019.

The petition alleged that the rent increases were above CPI and/or were calculated incorrectly, and were unjustified because the landlord had not performed any maintenance, upkeep, upgrades, or repairs.

The petition also alleged the following decreased housing services:

- Building code violations: bathroom is cracked and ceiling is sagging;
- Fewer housing services: landlord cancelled on-site collection from Oakland Scavenger; garbage no longer gets picked up.

The owner filed a timely response, alleging that the rent increases were justified by banking. The owner alleged that the owner has never received any requests for repairs from the tenant and denied the alleged decreased housing services.

A Notice of Settlement Conference and Hearing was sent to the parties on October 17, 2019, with a hearing date set for January 21, 2020. The tenant failed to appear for the January 21, 2020 hearing, and the petition was therefore dismissed. The dismissal was subsequently set aside for good cause, on the basis that the tenant lacked notice of the hearing. A new hearing took place on September 16, 2020.

## RULING ON THE CASE

The Hearing Officer issued a Hearing Decision on March 4, 2021, denying the tenant's petition. The Hearing Officer found that based on the tenant's petition and testimony, the tenant first received the required RAP Notice in 2017. The Hearing Officer also found that the tenant was provided with the RAP Notice together with both of the rent increases being contested. Since the tenant's petition was not filed until July of 2019, the portion of the petition contesting the 2018 rent increase was denied as untimely.

Regarding the 2019 rent increase, the Hearing Officer found that the owner was entitled to a maximum allowable increase of $107.30, or up to $1,180.30, based on banking. Since the rent increase being contested was below the maximum allowable amount, the rent increase was held to be valid.

The decreased housing services claim regarding garbage collection was denied as untimely. Since it was a discrete change in services, and the tenant first received the RAP Notice in 2017, the claim should have been filed within 90 days of the service decrease in July of 2018.

The decreased housing services claim regarding the crack in bathroom was denied on the basis that the tenant failed to establish that the tenant provided the required notice to the owner of the issue. The tenant testified that the tenant provided notice, which the owner denied. The Hearing Officer found that "both the tenant and the owner appeared to be credible," but since the tenant has the burden of proving the claim, the claim was decided in favor of the owner.

## GROUNDS FOR APPEAL

The tenant filed an appeal on the grounds that the decision is inconsistent with the Rent Adjustment Ordinance, Rent Board Regulations, or prior decisions of the Board; the decision is inconsistent with decisions issued by other Hearing Officers; the decision raises a new policy issue that has not been decided by the Board; the decision

violates federal, state, or local law; the decision is not supported by substantial evidence, and "other."

Specifically, the tenant alleges that the Hearing Officer calculated the maximum allowable CPI increase incorrectly because the tenant's base rent in 2008 was $1,003.00, not $1,020.00, and therefore the banking calculation table is incorrect. The tenant also alleges that the table/calculation is incorrect because the owner should not be allowed to bank rent increases during years when there was a rent reduction order in place from a prior petition.

## ISSUES

1. Is the finding that the tenant's base rent in 2008 was $1,020.00 (not $1,003.00 as alleged by the tenant) supported by substantial evidence?
2. When calculating a maximum allowable rent increase based on banking (i.e. deferred CPI increases), should the calculation exclude years during which there was a rent reduction order in place from a prior petition?

## APPLICABLE LAW AND PAST BOARD DECISIONS

### I. Banking

- O.M.C. 8.22.020- Definitions.

  "Banking" means any CPI Rent Adjustment (or any rent adjustment formerly known as the Annual Permissible Rent Increase) the owner chooses to delay imposing in part or in full, and which may be imposed at a later date, subject to the restrictions in the regulations.

- O.M.C. 8.22.070B2- CPI and Banking Rent Adjustment Not Subject to Petition.

  A Tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent Adjustment and/or any Banking Rent increase unless the tenant alleges one or more of the following:

  a. The owner failed to provide the notice required at the commencement of tenancy and did not cure such failure (Section 8.22.060);
  b. The owner failed to provide the notice required with a rent increase (Section 8.22.070 H);
  c. The owner decreased housing services;
  d. The covered unit has uncured health, safety, fire, or building code violations pursuant to Section 8.22.070 D.7);

e. Any or all of a Banking Rent increase is not correctly calculated or the Owner is not eligible for a Banking Rent increase;
f. The Rent increase exceeds the limitations set out in Section 8.22.090A.3;
g. The Rent increase is inoperative pursuant to Section 8.22.090D.7;
h. The Owner has increased the rent once during the preceding twelve (12) month period without qualifying for an exception pursuant to Section 8.22.070.A.1.

- Rent Adjustment Ordinance Regulations, Appendix A- 10.5 Rent History/"Banking"

  10.5.1. If a landlord chooses to increase rents less than the annual CPI Adjustment [formerly Annual Permissible Increase] permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding twelve (12) month periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase notice.

  10.5.2 Banked CPI Rent Adjustments may be used together with other Rent justifications, except Increased Housing Service Costs and Fair Return, because these justifications replace the current year's CPI increase.

  10.5.3 In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.

- Calculation of Banking

  The Banking Calculator/Table is designed to calculate what a tenant's current rent would be if the tenant had received an annual CPI increase every year. Banking increases are calculated on the base rent only, excluding any capital improvement pass-throughs.

  The "Base rent when calc. begins" refers to the rent amount at move-in or 11 years ago, whichever is more recent.

- Prior Rent Board Cases

  - T17-0221, *Kaufman v. Nguyen*: Owners may bank CPI increases that accrued before a RAP Notice was served. The relevant inquiry in calculating banking is the base rent at the start of the tenancy (or 11 years ago, whichever is later) and the lawful rent in effect immediately before the effective date of the current proposed rent increase, excluding any capital improvement pass-throughs.

- T09-0016, *Wilson v. Yoon*: Base rent is defined as the monthly rental rate before the latest proposed increase. If rent is reduced, absent evidence that the parties intended to reset the rent only temporarily, a future rent increase is based on the reduced rent.

CITY OF OAKLAND
Rent Adjustment Program

# MEMORANDUM

**Date:** April 2, 2021

**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)

**From:** Oliver Luby, Deputy City Attorney

**Re:** Appeal Summary in T19-0514
Green v. Mosser Companies, Inc.

**Appeal Hearing Date:** July 8, 2021

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Property Address: 265 Vernon St., Unit 214, Oakland, CA

Appellant/Tenant: Morris Green, Jr.

Respondent/Owner: Mosser Companies, Inc.

## BACKGROUND

On November 15, 2019, tenant Morris Green Jr. filed a petition contesting five monthly rent increases effective November 2007, February 2010, July 2018, July 2019 and October 2019, on the grounds that no written Notice of the Rent Adjustment Program (RAP) was given to him together with the 2018 notice of increase, the owner did not give the RAP Notice at least six months before the effective date of the rent increase(s), and the rent increase notice(s) were not given in compliance with State law. The tenant also alleged multiple decreased housing services.

The owner filed a response to the tenants' petition on January 13, 2020, stating that the tenant acknowledged receiving the RAP notice numerous times since 2007 and denying all other allegations.

On July 24, 2020, an Amended Notice of Settlement Conference and Hearing was issued for the date of August 31, 2020. The meeting on the tenant's petition took place on August 31, 2020, held remotely via Zoom. Both parties were present and discussed terms of settlement. Afterwards, the Hearing Officer prepared and submitted to the parties a Settlement Agreement and Dismissal, which was signed by the owner

agent and representatives but not the tenant. Subsequently, a Settlement Status Conference was scheduled and attended by the parties.

## RULING ON THE CASE

The Hearing Officer issued an Order on October 5, 2020, which indicated that the parties agreed on August 31, 2020, to resolve all issues raised in the petition and stipulated to the owner paying the tenant $500 and the tenant not disclosing the payment to other tenants. The Order added that the owner rescinding the October 1, 2019, rent increase. The Order stated that, at the Subsequent Status Conference held on September 30, 2020, the tenant wished to add additional terms to the settlement which exceeded the scope of the agreement, the owner objected to the addition, and the tenant was given until October 2, 2020, to sign the Settlement. Following that deadline and citing to Section 664.6 of the Code of Civil Procedure (CCP), the Order granted the owner's motion for judgment pursuant to the settlement's terms, requiring the owner to pay $500 to the tenant, requiring the tenant to not disclose the payment, and dismissing the petition.

The Order was served on the parties on October 7, 2020.

## GROUNDS FOR APPEAL

On October 27, 2020, the tenant filed a timely appeal on the following grounds:

- the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board;
- the decision violates federal, state or local law;
- the decision is not supported by substantial evidence;
- the petitioner was denied sufficient opportunity to present their claim.

In an appeal brief filed December 1, 2020, the tenant's representative stated that the tenant was deprived of due process when hearing procedures were not followed and he was not given adequate explanations, mediation procedures provided by the Regulations were not followed, the tenant believed the settlement conference proceeding was a hearing, the tenant agreed to settle the petition but not all issues raised by the petition, the written agreement from the RAP program differed from what the tenant agreed to orally, the owner's motion referenced in the Order was not recorded, the Order differs from the written agreement and the recording of the agreement discussion and is ambiguous, the Rent Ordinance and its Regulations do not contain provisions that allow hearing officers to determine what settlement terms parties agree to or to bind parties to settlement terms without their written consent, no actual, final settlement agreement was reached and the petitioner is therefore entitled to a

hearing, and no oral agreement can be enforced under CCP Section 664.6 because no settlement was created between the parties.

## ISSUES

1. Does the RAP program have jurisdiction to issue an Order enforcing a settlement agreement that is not signed by both parties? If so, was a settlement agreement reached and, if so, what were its terms?
2. Does the RAP program have jurisdiction to issue an Order prohibiting a party from disclosing terms in a settlement?

## APPLICABLE LAW AND PAST BOARD DECISIONS

### 1. Applicable Law

By practice, RAP distinguishes mediation of rent disputes, which are governed by the Regulations, from settlement conferences, which are usually combined with most hearing scheduling and are not discussed by the Regulations, instead being derived from California law.

Regulation Section 8.22.100.B.6 states:

> "If the parties reach an agreement during the mediation, a written mediation agreement will be prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement."

O.M.C. Section 8.22.110.A states: "Hearing Officer: A hearing shall be set before a Hearing Officer to decide the issues in the petition."

### 2. Past Board Decisions

None

#3041839v1

**CITY OF OAKLAND**
Rent Adjustment Program

# MEMORANDUM

**Date:** July 2, 2021

**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)

**From:** Braz Shabrell, Deputy City Attorney

**Re:** Appeal Summary in T20-0093, Bolanos v. Olivieri

**Appeal Hearing Date:** July 8, 2021

---

Property Address: 959 42nd Street, Oakland, CA

Appellant/Owner: Gina Fresquez (Property Manager/Owner's Daughter)
Jack Olivieri (Owner)

Respondent/Tenant: Miriam Bolanos

## BACKGROUND

On March 4, 2020, the tenant filed a petition contesting all prior rent increases and alleging decreased housing services. The basis for the tenant's petition included the following:

- The CPI and/or banked rent increase notices I was given were calculated incorrectly;
- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI and available banked rent increase;
- No written notice of the Rent Program was given to me together with the rent increases I am contesting;
- The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increases;
- The rent increases were not given to me in compliance with State law;

- The increase I am contesting is the second increase in my rent in a 12-month period;
- There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The petition alleged the following decreased housing services ("bad conditions"): issues with heat, windows, mold, wall and ceiling conditions, and infestations of rodents and raccoons.

The owner filed a timely response, alleging that the unit is exempt from the jurisdiction of the Rent Adjustment Program as a single-family dwelling under Costa-Hawkins.

## RULING ON THE CASE

The Hearing Officer issued a Hearing Decision on March 17, 2021, granting the tenant's petition. The Hearing Officer made the following findings:

- Exemption status: The subject property is not exempt under Costa-Hawkins as a single-family dwelling because there are two structures on the property that are not separately alienable. Although the rear unit is currently functioning as a storage unit, the evidence shows that the rear unit has the potential to function as a dwelling unit and was used as such in the past. This finding was based on records from the City and County[1] describing the property as a multi-dwelling property, photographs of the property, the fact that the front and rear units have separate mailboxes and separate gas and electrical meters, and the tenant's testimony that the tenant has resided in both the rear and front units (i.e., the rear unit was previously rented as a separate unit).
- RAP Notice: It was undisputed that the tenant never received the RAP Notice.
- Rent increases: Since the tenant never received the required RAP Notice, all of the contested rent increases are invalid. Furthermore, the owner had not received approval from the Rent Program for the rent increases above the CPI, nor claimed any legal justification.

[1] The records relied on included a City of Oakland Planning and Zoning Map, a Property Assessment from the Alameda County Assessor, and a City of Oakland Building Permit.

- Decreased housing services: The claims involving the heater and infestation were denied. The tenant is entitled to a 5% rent reduction for deteriorated windows until repairs are made. This finding was based on the tenant's testimony and the photographic evidence submitted by the tenant.

## GROUNDS FOR APPEAL

The owner filed an appeal on the grounds that the decision is inconsistent with the Rent Adjustment Ordinance, Rent Board Regulations, or prior decisions of the Board; the decision is inconsistent with decisions issued by other Hearing Officers; the decision raises a new policy issue that has not been decided by the Board; the decision violates federal, state, or local law; the decision is not supported by substantial evidence; and the decision denies the owner a fair return on their investment.

Specifically, the owner alleges the following:

- The Hearing Officer erred in awarding a 5% rent reduction for decreased housing services because the conditions did not substantially impact habitability and the tenant did not notify the owner of the need for repairs;

- The property is exempt from the Rent Adjustment Ordinance because there is currently only one dwelling unit at the property, and the secondary unit has not been used as a home, residence, or sleeping place during the tenant petitioner's tenancy.

## ISSUES

1. Is the 5% rent reduction based on decreased housing services supported by substantial evidence?
2. Is the finding that the property contains two dwelling units supported by substantial evidence?

## APPLICABLE LAW AND PAST BOARD DECISIONS

### I. Rent Reduction for Decreased Housing Services

- Rent Adjustment Ordinance and Regulations (O.M.C. 8.22.070(F))

  A decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment. In order to justify a decrease in rent, a decrease in housing services must be either the elimination or

reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. An owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted. The tenant has the burden of proof.

- Prior Rent Board Decisions

    - T13-0288, *Milosaljevic v. Dang*: Board affirmed hearing decision which granted a 5% rent reduction for an uneven carpet.

    - T13-0001, *Baragano v. Discovery Inv.*: Board affirmed hearing decision which granted 3% rent reduction for deteriorated carpet that presents tripping hazard.

    - T11-0101, *Howard v. Smith*: Hearing decision that granted reduction of rent for loss of use of garage was supported by substantial evidence.

    - T06-0031, *Barrios v. Goldstein & Gambarin*: Mold resulting from a roof leak constituted decreased housing services.

    - T12-0348, *Smith v. Lapham Company*: Board affirmed hearing decision which granted 5% rent reduction for a broken kitchen faucet and broken shower door.

    - T13-0093, *Mackey v. Ahmetspahic*: Board affirmed hearing decision which granted restitution of 4% for rodents and .5% for a broken electrical outlet.

    - T18-0238, *Didrickson v. Commonwealth Inc*.: Board affirmed a 1% rent reduction for a window that was temporarily blocked with a tarp.

## II. Costa-Hawkins Single-Family Home Exemption

- O.M.C. 8.22.030(A)(7)

    Dwelling units exempt pursuant to Costa-Hawkins (Cal. Civil Code 1954.52) are not covered units for purposes of the Rent Adjustment Ordinance.

- Costa-Hawkins Rental Housing Act (Cal. Civil Code 1954.52)

"(a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:
…
(3)(A) It is alienable separate from the title to any other dwelling unit…"

- *Owens v. City of Oakland* (2020) 49 Cal.App.5th 739

  The California Court of Appeals upheld the Board's determination that an individually rented and occupied bedroom in a single-family home constituted a separate dwelling unit for the purpose of Costa-Hawkins, despite lack of separate cooking facilities. Therefore, a room in a single-family home may be covered under the Rent Adjustment Ordinance.

## III. Definition of Dwelling Unit

- *Owens v. City of Oakland* (2020) 49 Cal.App.5th 739

  In analyzing whether the subject unit was exempt under Costa-Hawkins as a single-family dwelling, the Court relied on the definition of "dwelling" found in Cal. Civil Code 1940(a), which defines "dwelling unit" for purposes of landlord-tenant law as "a structure or the part of a structure that is used as a home, residence, or sleeping place..."

  > "The meaning of a 'dwelling unit' under building and planning codes is not in pari materia with the meaning under rent control ordinances. For purposes of landlord-tenant law, 'a dwelling or a unit' or a 'dwelling unit' is not the entire property to which an owner holds title; rather, it is any area understood to be committed ... to the habitation of a given tenant or tenants to the exclusion of others. (See, e.g., Civ. Code § 1940(a) [defining 'dwelling unit' as 'a structure or part of a structure that is used as a home, residence, or sleeping place by one person who maintains ... a household or by two or more persons who maintain a common household' for purposes of a landlord-tenant statute]; see also, e.g., Oakland Mun. Code § 8.22.020 [defining 'Covered Unit' as including 'all [non-exempt] housing services located in Oakland and used or occupied in consideration of payment of rent'].)"

- Neither the Rent Adjustment Ordinance nor the Costa-Hawkins Rental Housing Act define "dwelling" for purposes of the exemption.