HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
PANEL SPECIAL MEETING
January 21, 2021
5:00 P.M.
Meeting Will Be Conducted Via Zoom Conference

AGENDA

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

OBSERVE:
• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10
• To observe the meeting by video conference, please click on this link: You are invited to a Zoom webinar.

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" is available at:
https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar .
• 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.

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING Jan 21, 2021
Please click the link below to join the webinar:
https://zoom.us/j/96100700795
Or iPhone one-tap :
US: +16699006833,,96100700795# or +13462487799,,96100700795#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592
Webinar ID: 961 0070 0795
International numbers available: https://zoom.us/u/aqlQVqksu

If you have any questions, please email Bkong-brown@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
PANEL SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. APPEALS*
   a) T19-0406, Nureck v. Jackovics
   b) T19-0424, Thornton v. Joyce
5. ADJOURNMENT

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. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email sshannon@oaklandca.gov or call (510) 238- 3715 or California relay service at 711 by 5:00 P.M. one day before the meeting.

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

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 sshannon@oaklandca.gov o llame al (510) 238-3715 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 sshannon@oaklandca.gov 或致電 (510) 238-3715 或 711 California relay service.

CHRONOLOGICAL CASE REPORT

Case No.:	T19-0406
Case Name:	Nureck v. Jackovics
Property Address:	381 Somerset Road Oakland, CA
Parties:	Thomas Jackovics (Owner) Sheryl Nureck (Tenant)

OWNER APPEAL:

Activity	Date
Tenant Petition filed	August 22, 2019
Owner Response filed	October 30, 2019
Hearing Decision Mailed	July 3, 2020
Owner Appeal filed	July 30, 2020

T19-0406 RC/~~BB~~ MFK

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
For date stamp
2019 AUG 22 PM 2:07

CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 Frank H. Ogawa Plaza, Ste. 5313
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 Sheryl M. Nureck (Ms.) Tenant	Rental Address (with zip code) 381 Somerset Road Apartment Oakland, CA 94611-3333	Telephone: [redacted] E-mail: [redacted]
Your Representative's Name N/A	Mailing Address (with zip code) Same as rental address.	Telephone: Same as above. Email: Same as above.
Property Owner(s) name(s) Thomas Jackovics Landlord	Mailing Address (with zip code) 22 Wood Court Oakland, CA 94611	Telephone: [redacted]
Property Manager or Management Co. (if applicable) N/A	Mailing Address (with zip code) N/A	N/A Email: N/A

Number of units on the property: 9

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 withheld $125 from August 2019 Rent to represent landlord's portion of my expense to have back exterior windows + screens professionally cleaned. See pg. 1 of my attachments. *

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.

* Funds were returned under protest - later

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
✓	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
✓	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised 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: Tuesday September 1, 1992 Initial Rent: $ 595.00 /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: 12/2001. 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	Monthly rent increase To	Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
1st Notice	12.26.18 Wednesday	2.5.19	$ 0	$ 22.51 *	☑ Yes ☐ No	☐ Yes ☑ No
			$	$	☐ Yes ☐ No	☐ Yes ☐ No
2nd Notice	7.12.19 Friday	2.5.19	$ 0	$ 22.51	☑ Yes ☐ No	☐ Yes ☑ No
			$	$	☐ Yes ☐ No	☐ Yes ☐ No
			$	$	☐ Yes ☐ No	☐ Yes ☐ No
			$	$	☐ Yes ☐ No	☐ Yes ☐ No

* "Increased Housing Service Cost" See attached papers from Landlord

*** 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:

N/A

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.

Sheryl M. Kurek
Tenant's Signature

August 21, 2019
Date Wednesday

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
✓ Other (describe): My own research.

To: Oakland Rent Board

From: Sheryl M. Nureck, Tenant
381 Somerset Road
Apartment C
Oakland, CA 94611-3333

Re: Thomas Jackovics, Landlord
22 Wood Court
Oakland, CA 94611

Date: Wednesday August 21, 2019

To whom it may concern,

Description of decreased or inadequate housing services:

1) "Windows and screens" Four and Four, were not cleaned in more than eleven years.* Two back windows and screens only reachable by at least 10' ladder.
* Prior to eleven years, they were not cleaned for at least nineteen years.
Had all professionally cleaned Friday July 26, 2019. Deducted Landlord's portion (based on cleaner's itemization) from August 2019 Rent. Subsequently, Landlord served me with eviction papers Friday August 16, 2019. (See attached.) I returned deduction, as per advice of Margaret Sullivan, Program Analyst, until my case/petition is heard.

"Bathroom" Thomas Jackovics,

2) Tuesday June 4, 2019, the Landlord did a walk-thru of my bathroom (and my one-bedroom apartment at-large). My request for the walk-thru. Wednesday June 12, 2019, my toilet seat was replaced (as needed). The bathroom door which was approved for replacement was subsequently "denied" because I have not agreed to the second increase which is the first subject of my petition. (Landlord holding me hostage...) Bathroom blinds absent; no privacy, when I shower. Has never been addressed - (27 years).

* Groundskeeper, Attila Balasz, was told by Mr. Jackovics to tell me "No bathroom door, if you don't pay second increase." July 12, 2019 second increase was re-submitted to me.

3) "Screen door lock" not secure or safe. I believe Mr Jackovics "jiggled" or "opened" my screen door to place 8/16.19 Eviction papers on the floor in my foyer. (Front door was swung back, earlier by me & I was in my bedroom.)

4) "Apartment has not been painted" since I moved in, 1992. Cracks in walls

5) "Multiple vehicles" belonging to one of nine tenants, "mitigating others' safety". Another tenant often blocking access to hill exit + to space for emergency vehicle(s) with her car. This has been going on since July 2017 + continues... Mr. Jackovics has never resolved issue. I have texts + pictures from the last two years. The culmination — if you will — for me, was a collision in my garage on Thursday July 11, 2019 because the male tenant with multiple vehicles blocked full access to my enclosed garage + I had difficulty entering. State Farm (my insurance company) settled the claim. My car was just returned Monday 8/19.19. These two tenants are a source of enormous personal stress. I have all State Farm paperwork. Of important note, there is one garage only for each of seven tenants, two for one tenant who has a duplex + no garage for the studio.

6) "Urinating cats, pit bulls" in past. Mr. Jackovics did not address these issues on behalf of the tenants, me being one, to safeguard our tenancy.

Brief, personal statement:

My name is Sheryl Hureck. I have been a tenant at 381 Somerset Road, Apartment C for twenty-seven years. While I desired my own family, I am single, never married, no children. I have been an educator - with a discipline in Theatre Arts most of my sixty-nine years. I was dedicated to my students, to my professional community, as I have been & remain to my residential community, to my faith community, to other communities.

My Landlord, Mr. Thomas Jackovics may enter into evidence that there were years, even recent ones, where I was late with rent or paying incrementally. I take responsibility for this behavior. I assure you my rent is current & during these years, I assure you I kept responsible communication with Mr. Jackovics. My small, cherished, apartment home was - is - all I have - never wanting to lose it... since I moved in - in 1992.

Statement.
Continued

I am a cancer survivor (still ...
under my doctor's care). The stress
of Mr. Jackevicz' threats, harassment,
& misogyny (all documented) place
unsafety & discomfort in my
everyday. As well, his absence as our advocate
when other tenants threaten is, too, unconscionable.
I thank you for consideration in
matters I have submitted here today.

Gratefully &
respectfully -
Sheryl M. Nurek
Thursday
August 22, 2019.

SHERYL NURECK

381 "C" SOMERSET ROAD

OAKLAND CA 94611

OAKLAND 12/7/2018

REF.: RENT ADJUSTMENT FOR 381 "C" SOMERSET RD OAKLAND CA 94611

DEAR SHERYL

YOUR PRESENT RENT IS $1,255.00/MO.

EFFECTIVE FEBRUARY 1, 2019 YOUR RENT WILL BE ADJUSTED BY 3.4% OR $42.67/MONTH.

YOUR NEW RENT WILL BE $1,297.67/MONTH EFFECTIVE FEBRUARY 1, 2019.

PLEASE CALL ME FIRST IF YOU HAVE ANY QUESTIONS.

SINCERELY;

THOMAS JACKOVICS

22 WOOD COURT

OAKLAND CA 94611

415 927-4697 cell

510 658-9744 home

A copy made + returned 2/5.19 Tuesday. 10 1 pm

Wednesday 8/21.19

No KAP Form* accompanied this re-submission of a second increase. Also, ① notice attached copies of ② envelope delivered in ③ misspelling of my last name, & ④ back pages. All unprofessional ...

Sheryl M. Kurek

*No Explanation Given.

Sheryl M. Kurek
August 22, 2019
Thursday

SHERYL NURECK

OAKLAND 12/26/2018.

381 "C" SOMERSET ROAD

OAKLAND CA 94611

Ref.: Increased Housing Service Cost for Calendar Year 2018.

$22.51/unit/month.

Start Date 2/1/2019.

Thomas Jackovics

22 Wood Court

Oakland CA 94611

415 947-7923 cell

9

Resubmitted 7-12-2019

REG 423 (REV. 1/2009)

Tom Jackson

Put Stamp I
The Post O
will not del
mail withc
postage

To: Sheryl Nu meek

DMV EXPEDITE PROCESSING

For the price of a postage stamp, you:

- Help fight air pollution, traffic congestion and tax increases.
- Save valuable time, money for gas and wear on your vehicle.

By using the mail, you have chosen one of the easiest ways to submit a DMV application and have assisted us in providing better service.

Thank you,
Department of Motor Vehicles

Copied
7/15. 19 M.

Delivered back, too.
w/Maurine

Rec'd
7/12. Fri

Kris slams door
1/3.19 M. (one of too, too many)

Sheryl M. Nureck. Wednesday 8.21.19
Eviction papers (as described in attachments to petition) left Friday 8/16.19 on my Foyer Floor.

Please see all back pages as well. Highly unprofessional. Please, too, see Attorney's signature; May be a copy.

Sheryl M. Nureck
August 22, 2019
Thursday.

CHASE CHASE CHASE CHASE CHASE

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

****

Tom

Transaction #145
From Checking Account Ending In: 2984
To Checking Account Ending In: 0828
Funds Transfer $125.00

JPMorgan Chase Bank, N.A.
Mountain Blvd, Branch 741320
1-800-935-9935
Your satisfaction matters. Share your
feedback at: chase.com/sendusfeedback

Member FDIC, Equal Housing Lender
Please keep your receipt
08/20/2019 18:07

Business Date 08/20/2019 Tues.
Session #66

Thank you - Fabian Orta Delgado
Cashbox #02

See, too.
my email
to "Tom"
same day.

THREE DAY NOTICE TO PAY RENT OR QUIT

TO: Sheryl M. Nureck
All Other Occupants
381 Somerset Road #C
Oakland, CA 94611

NOTICE IS HEREBY GIVEN that, within three (3) days after service upon you of this notice, you must pay in full the rent now due and unpaid on the premises known as 381 Somerset Road #C, Oakland, CA 94611, in the sum of $125.00, or surrender possession of the premises to your landlord, Thomas Jackovics. If you fail to pay the rent or to surrender possession within the three (3) day period, legal proceedings will be commenced against you to recover possession and to recover a judgment for the amount of rents, costs, including reasonable attorney's fees, if appropriate, and damages, for your unlawful detention of the premises. The amount of past due rent demanded herein is for a period within twelve months of the signing of this notice.

NOTICE IS FURTHER GIVEN that payment may be made to the following person:

Name:	Thomas Jackovics
Address:	22 Wood Court Oakland, CA 94611
Telephone:	415-847-7923

NOTICE IS FURTHER GIVEN that payment may be made personally to Scott T. Okamoto, Esq. during regular business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday (excluding national holidays) at Law Office of Scott T. Okamoto, 1832 Buchanan Street, Suite 202, San Francisco, CA 94115, phone 415-766-5871.

NOTICE IS FURTHER GIVEN that if an electronic funds transfer procedure has been previously established, payment may be made pursuant to that procedure.

NOTICE IS FURTHER GIVEN that the owner elects to declare forfeited the lease under which you hold possession of the premises if you fail to pay the above stated rent due within the three (3) day period.

NOTICE IS FURTHER GIVEN that this notice is issued pursuant to 8.22.360(A)(1) of the Oakland Municipal Code on the basis that you have failed to pay rent to which the owner is legally entitled. This is the landlord's dominant motive for recovering possession and the landlord is acting in good faith in seeking to recover possession.

NOTICE IS FURTHER GIVEN that state law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs,

depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

NOTICE IS FURTHER GIVEN that information regarding evictions is available from the City of Oakland's Rent Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612, (510) 238-3501, website: www.oaklandnet.com (as of January 2004).

NOTICE IS FURTHER GIVEN that you have also been simultaneously served with a Seven-Day Notice to Cease in addition to this Three-Day Notice to Pay Rent or Quit. You must comply with both notices, and your cure of this Three-Day Notice to Pay Rent or Quit does not relieve your responsibility to cure the Seven-Day Notice to Cease, and your failure to do so will subject you to eviction.

Dated: August 15, 2019

Scott T. Okamoto, Esq.
Attorney and Authorized Agent for Landlord
Thomas Jackovics

NOTICE RE FAIR DEBT COLLECTIONS PRACTICES ACT

TO: Sheryl M. Nureck
All Other Occupants
381 Somerset Road #C
Oakland, CA 94611

NOTICE IS HEREBY GIVEN that under the Federal Fair Debt Collections Practices Act ("Act"), past due rent obligations are considered "consumer debts." You owe past due rent in the amount of $125.00, as stated in the Three Day Notice to Pay Rent or Quit served upon you. Under California Law (Civil Code Section 1785.26) failure to pay your past due rent obligation may be reported to a consumer credit reporting agency which may adversely affect your ability to obtain or maintain credit.

NOTICE IS FURTHER GIVEN that the name of the creditor who is claiming that you owe this debt is your landlord Thomas Jackovics.

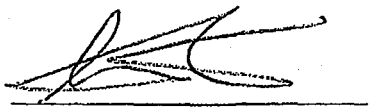
NOTICE IS FURTHER GIVEN that unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after the receipt of this notice the debt will be assumed to be valid.

NOTICE IS FURTHER GIVEN that if you dispute this debt, or any portion thereof, notify the undersigned in writing within the thirty (30) day period. Upon timely receiving your dispute letter, verification of the debt will be obtained from your landlord and a copy of such verifying information will be mailed to you. Please address your dispute to Scott T. Okamoto, Esq., 1832 Buchanan Street, Suite 202, San Francisco, CA 94115, and clearly indicate or explain why you dispute the validity of this debt.

NOTICE IS FURTHER GIVEN that upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor if different from the current creditor as mentioned herein.

NOTICE IS FURTHER GIVEN that the State Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m.. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Dated: August 15, 2019



Scott T. Okamoto, Esq.
Attorney and Authorized Agent for
Landlord Thomas Jackovics

SEVEN DAY NOTICE TO CEASE

TO: Sheryl M. Nureck
All Other Occupants
381 Somerset Road #C
Oakland, CA 94611

NOTICE IS HEREBY GIVEN that pursuant to the Just Cause for Eviction Ordinance (OMC 8.22.360), you are substantially violating the following material term of your tenancy: paragraph 4 of the written residential month-to-month rental agreement.

NOTICE IS FURTHER GIVEN that, specifically, you are engaging in the following conduct: your rent was not paid in full as of the fifth (5th) day of August 2019, and thus a late charge in the amount of $35.00 is required.

NOTICE IS FURTHER GIVEN that if the conduct described above is not cured, your landlord may initiate eviction proceedings against you.

If you were personally given this letter, you have seven (7) days after the date you were given the notice to correct the violation. If this notice was either (a) left with a person residing in the unit and mailed, or (b) mailed via certified or registered mail, you have twelve (12) days from the date of mailing to correct the violation. Should you repeat or fail to correct the violation within this time period, your Landlord may bring an eviction action against you.

Copies of the Just Cause for Eviction Ordinance and implementing regulations, information on mediation services, lists of eviction counseling agencies, and legal service providers are available by contacting Oakland's Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612, (510) 238-3712.

DATED: August 15, 2019

Scott T. Okamoto, Esq.
Attorney and Authorized Agent for
Landlord Thomas Jackovics

LAW OFFICE OF SCOTT T. OKAMOTO
1832 Buchanan Street, Suite 202
San Francisco, CA 94115
415-766-5871 (tel)
415-230-3177 (fax)

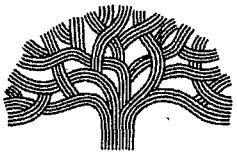
cc: Rent Board

MFK-~~RC~~/RC

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 OCT 30 PM 3:41

For date stamp.



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 T 19-0406

Your Name	Complete Address (with zip code)	Telephone:
THOMAS JACKOVICS	22 WOOD COURT OAKLAND CA 94611	415 847-0923
		Email: t.jackovics@comcast.net
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
N/A		
		Email:
Tenant(s) Name(s)	Complete Address (with zip code)	
SHERYL M NUREEK	281 SOMERSET RD OAKLAND CA 94611	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property
281 SOMERSET RD OAKLAND		4

Have you paid for your Oakland Business License? Yes ☒ No ☐ Lic. Number: 00055365
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: 4/10/1973

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. 7/12/2019

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 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
12-26-18	☐	☒	☐	☐	☐	☐
_____	☐	☐	☐	☐	☐	☐
_____	☐	☐	☐	☐	☐	☐

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 9-1-1992

The tenant's initial rent including all services provided was: $ 595.00 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? 12-19-2000

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	Rent Increased To	Did you provide the "RAP NOTICE" with the notice of rent increase?
12-26-2018	2-1-2019	$ 1,297.67	$ 1,320.18	☐ Yes ☐ No
12-7-2018	2-1-2019	$ 1,255.00	$ 1,297.67	☐ Yes ☐ No
12-17-2017	2-1-2018	$ 1,226.77	$ 1,255.00	☐ Yes ☐ No
12-26-2016	2-1-2017	$ 1,202.72	$ 1,226.77	☐ Yes ☐ No
12-16-2015	2-1-2016	$ 1,182.62	$ 1,202.72	☐ Yes ☐ No

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

Rev. 7/12/2019

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.

Yeonis Lacoste — 10-31-2019

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

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

00055365

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: THOMAS JACKOVICS

EXPIRATION DATE: 12/31/2019

BUSINESS LOCATION: 381 SOMERSET RD
OAKLAND, CA 94611

BUSINESS TYPE: M Rental- Apartment

THOMAS JACKOVICS
22 WOOD CT
OAKLAND, CA 94611-3101

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

OCCUPIED RESD.
EXHIBIT

12-30-2019

CASE T- 19-0406

Tenant submitted comp hant way after the 90 days or 120 days expiration period

Thomas Davis

SHERYL NURECK

OAKLAND 12/26/2018

381 "C" SOMERSET ROAD

PAKLAND CA 94611

Ref.: Increased Housing Service Cost for Calendar Year 2018.

$22,51/unit/month.

Start Date 2/1/2019.

Thomas Jackovics

22 Wood Court

Oakland CA 94611

[redacted]

SHERYL NURECK OAKLAND 12/7/2018

381 "C" SOMERSET ROAD

OAKLAND CA 94611

REF.: RENT ADJUSTMENT FOR 381 "C" SOMERSET RD OAKLAND CA 94611

DEAR SHERYL

YOUR PRESENT RENT IS $1,255.00/MO.

EFFECTIVE FEBRUARY 1, 2019 YOUR RENT WILL BE ADJUSTED BY 3.4% OR $42.67/MONTH.

YOUR NEW RENT WILL BE $1,297.67/MONTH EFFECTIVE FEBRUARY 1, 2019.

PLEASE CALL ME FIRST IF YOU HAVE ANY QUESTIONS.

SINCERELY;

THOMAS JACKOVICS

22 WOOD COURT

OAKLAND CA 94611

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.
- **Contesting a Rent Increase:** If the owner gave this Notice to Tenants at the beginning of your tenancy, 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 Fl,, 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. 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 C, 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 N/A.

I received a copy of this notice on 2.5.19 Tues. (Date) [signature] (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.

[redacted]

CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER:	**T19-0406, Nureck v. Jackovics**
PROPERTY ADDRESS:	**381 Somerset Road, Apartment C, Oakland, CA**
DATE OF HEARING:	**June 3, 2020**
DATE OF DECISION:	**June 29, 2020**
APPEARANCES:	**Sheryl Nureck, Tenant** **Thomas Jackovics, Owner**

SUMMARY OF DECISION

The tenant's petition is granted in part. The legal rent for the unit is set forth in the Order below.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on August 22, 2019, contesting a rent increase from $1,297.67 to $1,320.18, effective February 1, 2019, on the following grounds: that the increase is the second rent increase in a 12-month period and that the owner did not give her a summary of the justification(s) for the increase despite her written request.[1]

Additionally, the tenant submitted a list of six "decreased or inadequate housing services" along with her petition. Her list included the following:

- Windows and screens were not cleaned in more than eleven years;
- Bathroom door not replaced and bathroom blinds absent;
- Screen door lock not secure or safe;
- Apartment has not been painted since she moved in;
- Multiple vehicles belonging to another tenant often blocking access to her parking space; and
- Urinating cats, pitbulls in the past.

[1]The tenant wrote that she was first provided with the *RAP Notice* in December of 2001 but answered "No" to having received the *RAP Notice* with the contested rent increase.

The owner filed a timely *Property Owner Response* asserting that the contested increase was justified as "Increased Housing Service Costs" but without submitting any documentation demonstrating entitlement to the increase.[2] The owner also wrote that the tenant did not file her petition within 90 or 120 days of having received the rent increase.

THE ISSUES

1. When, if ever, was the *RAP Notice* first served on the tenant?
2. Was the rent increase notice valid?
3. Have the tenant's housing services decreased and, if yes, in what amount?
4. What, if any, restitution is owed between the parties and how does it affect the rent?

EVIDENCE

Rental History: The tenant testified that she moved into the unit, 381 Somerset Road, Apartment C, on September 1, 1992, at an initial rent of $595 per month. Her unit is one of four units at 381 Somerset Road; there are also five units at 379 Somerset Road that share the same driveway and parking area. According the tenant, she was first provided with the *RAP Notice* in December 2001. On December 26, 2018, an envelope was left at the blackboard by her door with three items in it: a rent increase notice dated December 7, 2018, stating that her rent would increase from $1,255 per month to $1,297.67 per month, effective February 1, 2019, based on a 3.4% CPI increase (Tenant Exhibit 1, p. 1); a rent increase notice dated December 26, 2018, stating that her rent would increase an additional $22.51 per month, effective February 1, 2019, for "Increased Housing Service Cost for Calendar Year 2018"(Tenant Exhibit 1, p. 2); and the *RAP Notice*. The tenant began paying the CPI rent increase in February 2019, but did not pay the additional $22.51 per month increase, which is the increase she is contesting in her petition. The tenant also testified that the $22.51 per month rent increase that she is challenging was left on her doormat a second time, on July 12, 2019, as a single page, with no *RAP Notice* attached. The tenant has been paying $1343.09 a month in rent since February 2020, which is based on another annual CPI rent increase from the landlord.

The owner testified that he first provided the *RAP Notice* to the tenant on December 19, 2000. He also testified that the two rent increase notices in December 2018 were served on the tenant separately, each time with the *RAP Notice*. (Owner Exhibit 1.) He did not have a specific memory of each transaction, but stated that his normal practice is to try to serve the tenant personally and, if she is not home, he asks his handyman (Attila Balasz) to find her and deliver the notices to her. He disputed the date on the signed *RAP Notice* from the tenant of February 5, 2019 (Owner Exhibit 1, p. 3), and stated that the tenant had refused to sign the *RAP Notice* prior to that date although he provided it to her in December 2018 along with the rent increase notices.

///

[2]The owner wrote that he first provided the tenant with the *RAP Notice* on December 19, 2000, and that he did provide the *RAP Notice* with the contested rent increase.

Decreased Housing Services

Windows and Screens Not Cleaned

The tenant testified that the two back windows and screens in her unit were installed over 11 years ago, but that she cannot reach them to clean them because they are 10 feet above the ground. She told Mr. Balasz about this issue in mid-July 2019 and asked him to notify the owner. Mr. Balasz told her he would communicate her concern to the owner. When she did not hear back from either of them, the tenant hired her own window cleaner and paid him $175 to clean the windows and screens on July 26, 2019. (Tenant Exhibit 3.)

The owner testified that Mr. Balasz may have mentioned the tenant's concern to him, but that he does not clean windows or screens for tenants and that providing such cleaning is not contained in the rental agreement.

Bathroom Blinds and Door

The tenant testified that, prior to a walk-through of her unit by the owner and Mr. Balasz on June 4, 2019, she provided the owner with a list of problems in the bathroom, including a toilet that needed to be replaced, the lack of bathroom blinds, and a door that needed to be repaired (the door sticks, some of the wood on the door has broken off, the hinges are corroded, and the doorknob is damaged). (Tenant Exhibits 5 and 6.) The tenant testified that the lack of blinds existed from the beginning of her tenancy, and that the problems with the bathroom door began in June 2007. The owner replaced the toilet on June 12, 2019, but did not address the other matters.

According to the owner, the bathroom windows are opaque and do not require blinds. He also testified that he replaced the toilet seat because it needed to be replaced due to normal wear and tear, but that he did not replace the bathroom door because it was physically damaged and the condition was not from normal wear and tear.

Screen Door

The tenant testified that the screen door was "flimsy" to begin with, that she brought it to the attention of Mr. Balasz sometime between 2012 and 2014, but that she did not ask him to bring it to the owner's attention nor did she bring it to the owner's attention. Mr. Balasz told her there was nothing he could do about the door. She submitted photos of the screen door taken on June 1, 2020. (Tenant Exhibit 7.)

According to the owner, the issue with the screen door was not brought to his attention by either Mr. Balasz or the tenant.

Painting

The tenant testified that she first noticed cracks in the painting within her unit in 2012, but that she did not report the issue to the owner. She submitted photos of the inside of her unit. (Tenant Exhibit 13.)

The owner concurred that he did not receive a request from the tenant to repaint her unit.

Multiple Vehicles Blocking Garage Access

The tenant testified that, beginning in the summer of 2017, she has had a problem with entry to and exit from her assigned garage space due to another tenant parking numerous vehicles on the property in areas other than his assigned space. She informed the owner of this issue through numerous texts but did not receive any response from him and the problem persists. The tenant submitted a number of photographs documenting these additional cars, motorcycles, and vehicles (including a U-Haul trailer and truck with a camper). (Tenant Exhibits 8 and 9.) One of the photographs demonstrated a car that was apparently being repaired on the premises with its hood open and materials on the ground beside it blocking the parking space adjacent to it. (Tenant Exhibit 9, p. 5.)

The owner admitted that he has received complaints from the tenant about this issue, but that any blocking of the tenant's access to her parking space has been temporary and unintentional. He testified that, each time the tenant complained, he went to the premises to investigate and found that her access was not blocked. In his opinion, this is an issue between the tenants and it is not his responsibility to police their behavior.

Urinating Cats and Pitbulls

The tenant testified that the cats and pitbulls she was complaining about were owned by a tenant who moved out prior to July 2017.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy[3] and together with any notice of rent increase or change in the terms of a tenancy.[4] An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until six (6) months after the first *RAP Notice* is given.[5]

Although the tenant was not provided with the *RAP Notice* when she moved into the unit in September 1992, she was provided with the *RAP Notice* in either December 2000 (per the owner) or December 2001 (per the tenant). The tenant's testimony also established that she was served with the *RAP Notice* in December 2018, along with the rent increase she is contesting in this matter.

Was the rent increase notice valid?

Regarding the rent increase notice the tenant is contesting – the "Increased Housing Service Cost" one – both the tenant and owner agreed that the tenant first received it on December 26, 2018. The tenant, however, testified that it was left at the blackboard by

[3]O.M.C. §8.22.060(A)
[4]O.M.C. §8.22.070(H)(1)
[5]O.M.C. §8.22.060(C)

her door. Rent increase notices must be hand delivered or served by mail.[6] The owner testified that either he or Mr. Balasz served the tenant personally, but he did not have a specific memory of the service, nor did he provide a statement or testimony from Mr. Balasz supporting his claim. Therefore, the Hearing Officer finds more credible the tenant's testimony that the rent increase notice was left at her door and could be considered invalid for this reason.

More importantly, however, is the fact that the rent increase notice violates the Rent Adjustment Ordinance in two important respects. First, it was in violation of Section 8.22.070(A)(1), which states that an Owner may increase the rent only once in a 12-month period, given that the Owner had already raised the rent by $42.67 per month based on CPI beginning February 2019. The Ordinance does not permit a subsequent $22.51 per month increase in the same 12-month period.

Secondly, the Ordinance explicitly requires owners to "first petition the Rent Program and receive approval" for rent increases based on grounds other than the CPI Rent Adjustment or Banking, including "Increased housing service costs." O.M.C. §8.22.070(C)(1). The owner did not file such a petition with the Rent Program prior to seeking a rent increase for increased housing service costs.

The owner's contention is correct that the tenant did not file her petition contesting the rent increase until August 22, 2019, more than 90 or 120 days after receiving the contested notice. The tenant's failure to meet the deadline set forth in Section 8.22.090(A)(2) does not, however, relieve the owner of his affirmative duty to receive approval from the Rent Program prior to imposing a rent increase based on increased housing service costs. Therefore, the additional $22.51 per month rent increase based on "Increased Housing Service Cost for Calendar Year 2018" that was to have gone into effect on February 1, 2019, is invalid.

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

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

In a decreased housing services case, a tenant must establish that she has given the owner notice of the problems and the opportunity to fix the problems before she is entitled to relief.

Once the tenant is served with the *RAP Notice,* a tenant petition must be filed within 90 days after the tenant becomes aware of the decreased housing service or, if the

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[6]California Civil Code §827(b)
[7]O.M.C. §8.22.070(F)
[8]O.M.C. §8.22.110(E)

decreased housing service is ongoing, the tenant may file a petition at any point but is limited in restitution for 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. O.M.C. §8.22.090(A)(3)(b).

Each of the tenant's claims will be evaluated individually.

Windows and Screens Not Cleaned

Although the tenant did notify the owner, through Mr. Balasz, of her request that her windows and screens be cleaned, she did not establish that cleaning was a service provided at the inception of her tenancy. She also did not establish that the lack of cleaning was a habitability issue. Therefore, her claim for the cleaning of her windows and screens is denied.

Bathroom Blinds and Door

The lack of bathroom blinds was a condition that persisted throughout the tenancy, and is not a habitability issue, therefore the tenant's claim regarding blinds is denied. The tenant did establish that the condition of the bathroom door, however, was a changed condition, in that the door did not have pieces of wood broken off nor a damaged knob or corroded hinges and problems with sticking when she first moved into the unit in 1992. The owner did not provide any evidence in support of his contention that the tenant had caused damage to the door. Because the tenant did not bring the problems with the door to the owner's attention until his walk through on June 4, 2019, 79 days prior to her filing her petition, her restitution is limited to the period beginning on that date. The loss of use of a satisfactory bathroom door constitutes a decrease in services, and the tenant is entitled to an ongoing rent decrease of 1% of the rent for this condition until the owner installs a new door. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on June 4, 2019, as noted on the chart below.

Screen Door

As the tenant admitted, she did not raise the issue of the screen door with the owner prior to the filing of her petition, therefore he was not given notice of this issue and an opportunity to address it, and her claim regarding the condition of the door is denied.

Painting

As the tenant admitted, she did not raise the painting issue with the owner prior to the filing of her petition, therefore he was not given notice of this issue and an opportunity to address it, and her claim regarding the condition of the paint is denied.

Multiple Vehicles Blocking Garage Access

The tenant did establish that the problem of access to her assigned parking space arose years after her tenancy began. She also established that she had given the owner notice of this problem on more than one occasion. The photographs she submitted showed multiple vehicles that were parked on the premises in locations other than in the garage spaces. The owner is responsible for establishing and enforcing rules prohibiting

parking or other activities (such as car repair) in areas other than the parking spaces provided. Blocked access to her assigned parking area does constitute a decrease in housing services, and the tenant is entitled to an ongoing rent decrease of 5% of the rent for this condition until the owner takes steps to address the situation. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 24, 2019, 90 days prior to her filing her petition, as noted on the chart below.

Cats and Pitbulls

Because the tenant's claims are limited to the period beginning 90 days prior to filing her petition, her claims pertaining to a neighboring tenant's animals are denied, given that the neighbor moved out before July 2017.

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

The tenant's base rent is $1,343.09 a month, the amount she has been paying since February 2020, which includes the CPI increase she began paying in February 2019, but not the $22.51 per month increased housing service cost rent increase that was to have gone into effect in February 2019, but which is invalid, and which the tenant never paid. The tenant is entitled to a monthly rent decrease for these ongoing conditions: 1% for the bathroom door ($13.43) and 5% for the cars blocking access to her parking space ($67.15). For now, $80.58 a month is subtracted from the current legal rent of $1,343.09 for a total rent of $1262.51 a month. This is the tenant's current legal rent.

The tenant is also entitled to restitution for any rent overpayments, with the earliest date of May 24, 2019, 90 days prior to her filing her petition. As noted on the chart below, the restitution she is entitled to is calculated based on the rent she paid, which increased effective February 1, 2020, based on an annual CPI increase. Therefore, she is owed a total of $1,043.98 for lost services: $169.67 for the bathroom door, which she first brought to the owner's attention on June 4, 2019, and $132.03 for blocked access to her parking space.

		VALUE OF LOST SERVICES					
Decreased Service	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Bathroom Door	04 Jun 19	31 Jan 20	$1,297.67	1%	$ 12.98	7.9	$ 102.52
Bathroom Door	01 Feb 20	30 Jun 20	$1,343.09	1%	$ 13.43	5	$ 67.15
Garage Access	24 May 19	31 Jan 20	$1,297.67	5%	$ 64.88	8.3	$ 538.53
Garage Access	01 Feb 20	30 Jun 20	$1,343.09	5%	$ 67.15	5	$ 335.77
					TOTAL LOST SERVICES		$ 1,043.98
					MONTHLY RENT		$1,343.09
					TOTAL TO BE REPAID TO TENANT		$ 1,043.98
					TOTAL AS PERCENT OF MONTHLY RENT		78%
		AMORTIZED OVER		12	MO. BY HRG. OFFICER IS		$ 87.00

An overpayment of this amount is normally adjusted over a period of 12 months.[9] The restitution deduction is $87.00 a month. The tenant is entitled to begin to deduct the restitution owed from his rent after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

However, should the owner replace the bathroom door, he can increase the rent by 1% ($13.43 a month) and should the owner ensure that the other tenants do not block the tenant's access to her parking space by posting signs to that effect and requiring tenants to move their vehicles when they are parked in areas other than their assigned spaces, he can increase the rent by 5% ($67.15 a month). **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

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

ORDER

1. Petition T19-0406 is granted in part.

2. The tenant's base rent is $1,343.09 a month.

3. Due to ongoing conditions, the tenant is entitled to an $80.58 per month rent decrease. The tenant's current legal rent, before consideration of restitution, is $1,262.51 a month.

4. Due to past decreased services, the tenant is owed restitution of $1,043.98. Therefore, the tenant's rent is adjusted by a rent decrease for 12 months in the amount of $87 a month.

5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.

6. If the owner wishes to, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

7. If the owner replaces the bathroom door, he can increase the rent by 1% ($13.43 a month) and if the owner ensures that the other tenants do not block the tenant's access to her parking space by posting signs to that effect and requiring tenants to move their vehicles when they are parked in areas other than their assigned spaces, he can increase the rent by 5% ($67.15 a month). **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

---

[9]Regulations §8.22.110(F)(4)

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: June 29, 2020

Margueirita Fa-Kaji
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0406

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
Thomas Jackovics
22 Wood Court
Oakland, CA 94611

Tenant
Sheryl M Nureck
381 Somerset Road Unit C
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 03, 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 THOMAS JACKOVICS	☐ Owner ☐ Tenant
Property Address (Include Unit Number) 381 SOMERSET ROAD #C OAKLAND CA	
Appellant's Mailing Address (For receipt of notices) 22 WOOD COURT OAKLAND CA 94611	**Case Number** T19-0406 NUREEK **Date of Decision appealed** 7-10-2020
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.

Rev 6/18/2018

f) ☐ **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** *(In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)*

g) ☐ **The decision denies the Owner a fair return on my investment.** *(You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)*

h) ☐ **Other.** *(In your explanation, you must attach a detailed explanation of your grounds for appeal.)*

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
I declare under penalty of perjury under the laws of the State of California that on 7-10, 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	THOMAS JACKOVICS
Address	22 WOOD COURT
City, State Zip	OAKLAND CA 94611
Name	
Address	
City, State Zip	

Thomas Jackovics	7-10-2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	**DATE**

For more information phone (510) 238-3721.

Rev 6/18/2018

(1) 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, if you had been given a fair chance. Shall may instead the issue without a hearing if [illegible] the issue is disputed.)

(2) The decision denies the owner a fair return on my investment. (You must specify on any grounds upon which your underlying property was [illegible] Your must specifically state why you have been denied a fair return and why [illegible])

(3) Other (Describe your [illegible] 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. Submit 10 copies of [illegible] Please number your [illegible]

- **You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed.** - [illegible] 7-10- [illegible] 2020 [illegible] and service [illegible] addressed to each opposing party as follows:

Name: [illegible]

Address: [illegible]

City, State, Zip: [illegible]

Name:

Address:

City, State, Zip:

[signature] 7-21-2020

SIGNATURE OF APPELLANT OR DESIGNATED REPRESENTATIVE DATE

For more information phone (510) 238-3721.

[illegible] I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim [illegible]

[illegible] The decision denies the Owner a fair return on my investment [illegible]

[illegible]

[illegible] must be received by the Rent [illegible] within 15 days after the date the appeal [illegible]

- You must serve a copy of your appeal on the opposite parties in your appeal [illegible] dismissed [illegible] 7 22 [illegible] [illegible] Rules [illegible]

Name: SHERRI MURPHY

Address: 201 SOMERSET ROAD #C

City, State, Zip: ORLANDO FL 34611

Name:

Address:

City, State, Zip:

[illegible] 7 22 2020

SIGNATURE OF [illegible] DATE

[illegible] 352-[illegible]

EXPLANATION THE REASONSFOR FILING THE APPEAL 7/10/2020
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 FRANK OGAWA PLAZA #5313
OAKLAND CA 94612
CASE NUMVBER T19-046 NURECK V. JACKOVICS

BATHROOM BLINDS AND DOOR:
The bathroom door was in perfect condition when tenant moved in. Sometimes during her tenancy the bathroom door was damaged by the tenant or her guest. This not represent normal war and tear. Wanted to make a picture of the damaged door and submitted a request 24 hour in advance to the tenant. The tenant refused entry to make a picture of the door and submit it as evidence. I am asking the board to reverse this assessment.

MULTIPLE VEHICLE BLOCKING GARAGE ACCESS.
The apartment building has five garages and all tenants use their respective garages as assigned. One or two tenants on occasion use their respective garages for minor car repairs. At times some tenants park their car front of their garages for a shot time. No time at all this activities interfered with the tenants use of her garage. Even if any one wood block the tenants access to her garage it would be no more than minutes at a time. It is baffling to me to equate this for continuous denial of garage access from 24-May-2019 all the way to 30-Jun-2020. I am requesting the reversal of this decision.
To show further how none cooperative the tenant is, please see attachments.
On 7-9-2020, just yesterday, tenant in 381 #B Somerset Road, just next door of Sheryl Nureck vacated the property fearing her. See attached request for civil harassment restraining order

Thank you very much
Thomas Jackovics
22 Wood Court
Oakland CA 94611

Thomas Jackovics 7-10-2020

[redacted]

EXPLANATION THE REASONSFOR FILING THE APPEAL 7/10/2020
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 FRANK OGAWA PLAZA #5313
OAKLAND CA 94612
CASE NUMVBER T19-046 NURECK V. JACKOVICS

Withdrawing item below
BATHROOM BLINDS AND DOOR:
The bathroom door was in perfect condition when tenant moved in. Sometimes during her tenancy the bathroom door was damaged by the tenant or her guest. This not represent normal war and tear. Wanted to make a picture of the damaged door and submitted a request 24 hour in advance to the tenant. The tenant refused entry to make a picture of the door and submit it as evidence. I am asking the board to reverse this assessment.

Thank you very much
Thomas Jackovics 7-10-2020
Thomas Jackovics
22 Wood Court
Oakland CA 94611
415 847-7923 cell
t.jackovics@comcast.net

CITY OF OAKLAND

[illegible] BUILDING • 250 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA [illegible]

Housing and Community Development Department
Rent Adjustment Program

Phone [illegible]
FAX [illegible]
[illegible]

July 21, 2020

[illegible] Jackovics
[illegible] Wood Street
Oakland, CA 94611

RE: Case No. T19-0406, Nureck v. Jackovics

Dear Mr. Jackovics:

The Rent Adjustment Program received your Appeal in the above referenced cases on July 15, 2020. The Appeal must be filed in accordance with Rent Adjustment Regulations. The Appeal cannot be further processed because of the following:

You did not serve a copy of your appeal on the opposing party. You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. You inserted your name in the box stating that you [illegible] your appeal on the opposing parties.

You must cure the above deficiency **in writing** within ten (10) from the date of this letter. If you do not correct the deficiency your appeal may be dismissed.

Yours truly,

Barbara Kong-Brown, Esq.
Senior Hearing Officer
Rent Adjustment Program

Corrected and [illegible]
Please [illegible] [illegible]

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On July 15, 2020 at 3:25pm I served the NOTICE(s) herein to the following Tenant(s):

NAME: Cheryl Nurock

ADDRESS: 981 Somerset Road, #C, Oakland, CA 94611

Documents: APPEAL
COURT: CITY OF OAKLAND RENT ADJUSTMENT PROGRAM
Case Number: T19-0400 NUROCK

The NOTICE(s) set forth above were served by:

BY PERSONAL DELIVERY: I Handed a copy of the NOTICE(s) to the following Tenant(s): Cheryl Nurock, (who refused to accept Document), was served by placing the document on the front door step.

I declare under penalty of perjury under the laws of the State of California that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that the foregoing is true and correct. If called as a witness to testify thereto, I would do so competently.

Executed (Signed) on July 15, 2020, at San Francisco, California.

Signature

Ernesto Celis
KING COURIER
113 10th Street
San Francisco, CA 94103
(415) 863-5409

For Appellant Thomas Jankovics

EXPLANATION THE REASONSFOR FILING THE APPEAL 7/10/2020
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 FRANK OGAWA PLAZA #5313
OAKLAND CA 94612
CASE NUMVBER T19-046 NURECK V. JACKOVICS

Withdrawing item below
BATHROOM BLINDS AND DOOR:
The bathroom door was in perfect condition when tenant moved in. Sometimes during her tenancy the bathroom door was damaged by the tenant or her guest. This not represent normal war and tear. Wanted to make a picture of the damaged door and submitted a request 24 hour in advance to the tenant. The tenant refused entry to make a picture of the door and submit it as evidence. I am asking the board to reverse this assessment.

Thank you very much
Thomas Jackovics
22 Wood Court
Oakland CA 94611

[redacted]

This incident has been reported to the
Oakland Police Department
and is pending approval

Oakland Police Department
455 Seventh Street
Oakland, CA 94607
510-238-3728

General Information

Incident Type	Assault (Threat of Assault)
Tracking Number	T20010822
Original Report Number	T20010683
Report Date	05/26/2020 09:24 AM

Reporting Person Information

Name	Orban , Krisztian
Home Address	381 Somerset Road, B, Oakland, CA 94611, US
Home Phone	510-876-2286
Email	[redacted]
Sex	Male
DOB	08/05/1975
Driver License No	B3732113
Licensing State	CA

Incident Information

Incident Location	381 SOMERSET Road, OAKLAND, CA
Incident Time (start)	05/25/2020 01:30 PM
Incident Time (end)	05/25/2020 01:59 PM

Narrative

Incident Description

The resident in unit C @ 381 Somerset Rd Oakland continues to harass, threaten & annoy us. As previously stated in original of this report Sheryl M. Nureck 381 Somerset Road Apt. C Oakland, on 3 occasions drove her vehicle towards myself on the street and twice drove her vehicle at vehicles I was occupying in a threatening manner.

On 5/25/20 approx 1:30pm Sheryl (unit C) began screaming and threatening me while I was working on my vehicle (with building owners permission) . She screamed things such as "your not a real man" and "I'll get you".

Attached a copy of an email Sheryl sent to the building owner Thomas Jackovics that confirms she was upset that I drove one of my work trucks & trailer "huge red truck with attached wagon" home to drop something off. This is the incident where she drove her vehicle towards the drivers door and and missed the truck by inches.

My Francee and myself are in fear for our safety due to Sheryl's erratic behavior and constant harassment.

Print This Report

Tom

Kris

taking

other

000054

do what you need to do to secure the spot.

However long it takes to resolve this matter, it will be resolved. Just like you are entitled to comfort, safety, neighborly thoughtfulness, sharing spaces, privacy.

You were disrespectful last evening. I advise you to watch your tone. Sheryl M.

000055

[illegible]

[illegible]
[illegible]
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[illegible]
"Life is missing [illegible] may
[illegible]
[illegible]
[illegible]
I had thought [illegible]
been demonstrated [illegible]
like [illegible]
and seem to enjoy [illegible]
pat Yellow, Black, [illegible]
This well is [illegible]
family has paid [illegible]
[illegible]

Lisa Leung
38[illegible] Somerset Rd Apt D
Oakland, CA 94611
June 1[illegible], 2021

To Whom this may concern

The resident residing in 38[illegible] Somerset Rd Apt C, Oakland, CA 94611 who goes by the name **Sheryll Nureck** has constantly harassed me over the years since the [illegible] Unit D.

Some personal incidents include

a) Leaves threatening notes on my vehicle or front door [illegible]
b) Forging another resident's signature with similar notes [illegible]
c) Threatening to tow my vehicle when I am parked in front of my unit or [illegible] space in front of the complex
d) Confronts me verbally when I leave my unit. These confrontations are [illegible] by **Nureck.**

Sheryll Nureck has a consistent behavior of harassing and threatening residents in the complex. She has caused great anguish for me. In addition, I have witnessed **Nureck** harassing and aggravating other tenants unprovoked over the years, causing distress to multiple residents spanning years.

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

Sincerely,

Lisa Leung

CH-109 Notice of Court Hearing

Clerk stamps date here when form is filed.

1 Person Seeking Protection

a. Your Full Name:
Krisztian Orban

Your Lawyer *(if you have one for this case)*:

Name: _____ State Bar No.: _____

Firm Name: _____

b. Your Address *(If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)*

Address: 381 Somerset Rd. Unit #B

City: Oakland State: CA Zip: 94611

Telephone: (510) 876-2286 Fax: _____

E-Mail Address: _____

Fill in court name and street address:

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse
1225 Fallon Street
Oakland, CA 94612

Court fills in case number when form is filed.

Case Number:
RG20062588

2 Person From Whom Protection Is Sought

Full Name: Sheryl M Nureck

The court will complete the rest of this form.

3 Notice of Hearing

A court hearing is scheduled on the request for restraining orders against the person in 2:

Hearing Date → Date: 06/18/2020 Time: 8:30
Dept.: 106 Room: _____

Name and address of court if different from above:
~~Remote Appearance Only. See attached instructions~~

4 Temporary Restraining Orders *(Any orders granted are on form CH-110, served with this notice.)*

a. Temporary Restraining Orders for personal conduct and stay-away orders as requested in form CH-100, *Request for Civil Harassment Restraining Orders*, are *(check only one box below)*:

(1) [✓] All **GRANTED** until the court hearing.

(2) [ ] All **DENIED** until the court hearing. *(Specify reasons for denial in b, below.)*

(3) [ ] Partly **GRANTED** and partly **DENIED** until the court hearing. *(Specify reasons for denial in b, below.)*

Case Number: RG20062588

b. Reasons for denial of some or all of those personal conduct and stay-away orders as requested in form CH-100, *Request for Civil Harassment Restraining Orders*, are:

(1) ☐ The facts as stated in form CH-100 do not sufficiently show acts of violence, threats of violence, or a course of conduct that seriously alarmed, annoyed, or harassed the person in (1) and caused substantial emotional distress.

(2) ☐ Other *(specify)*. ☐ As set forth on Attachment 4b.

(5) Confidential Information Regarding Minor

a. ☐ A *Request to Keep Minor's Information Confidential* (form CH-160) was made and **GRANTED**. (*See form CH-165*, Order on Request to Keep Minor's Information Confidential, *served with this form.*)

b. **If the request was granted, the information described in item (8) on the order (form CH-165) must be kept CONFIDENTIAL. The disclosure or misuse of the information is punishable as contempt of court, with a fine of up to $1000 or possible sanctions.**

(6) Service of Documents for the Person in (1)

At least ☑ five ☐ _____ days before the hearing, someone age 18 or older—**not you or anyone to be protected**—must personally give (serve) a court's file-stamped copy of this form CH-109 to the person in (2) along with a copy of all the forms indicated below:

a. CH-100, *Request for Civil Harassment Restraining Orders* (file-stamped)

b. ☑ CH-110, *Temporary Restraining Order* (file-stamped) **IF GRANTED**

c. CH-120, *Response to Request for Civil Harassment Restraining Orders* (blank form)

d. CH-120-INFO, *How Can I Respond to a Request for Civil Harassment Restraining Orders?*

e. CH-250, *Proof of Service of Response by Mail* (blank form)

f. ☐ CH-170, *Notice of Order Protecting Information of Minor* and CH-165, *Order on Request to Keep Minor's Information Confidential* (file-stamped) **IF GRANTED**

g. ☐ Other *(specify)*: _____

Date: 05/29/2020

▶ _____ *Judicial Officer*

Case Number:
RG20062588

To the Person in ❶:

- The court cannot make the restraining orders after the court hearing unless the person in ❷ has been personally given (served) a copy of your request and any temporary orders. To show that the person in ❷ has been served, the person who served the forms must fill out a proof of service form. Form CH-200, *Proof of Personal Service*, may be used.
- For information about service, read form CH-200-INFO, *What Is "Proof of Personal Service"?*
- If you are unable to serve the person in ❷ in time, you may ask for more time to serve the documents. Use form CH-115, *Request to Continue Court Hearing and to Reissue Temporary Restraining Order*.

To the Person in ❷:

- If you want to respond to the request for orders in writing, file form CH-120, *Response to Request for Civil Harassment Restraining Orders*, and have someone age 18 or older—**not you or anyone to be protected**—mail it to the person in ❶.
- The person who mailed the form must fill out a proof of service form. Form CH-250, *Proof of Service of Response by Mail*, may be used. File the completed form with the court before the hearing and bring a copy with you to the court hearing.
- Whether or not you respond in writing, go to the hearing if you want the judge to hear from you before making an order. You may tell the judge why you agree or disagree with the orders requested.
- You may bring witnesses and other evidence.
- At the hearing, the judge may make restraining orders against you that could last up to five years and may order you to turn in to law enforcement, or sell to or store with a licensed gun dealer, any firearms that you own or possess.

Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to *www.courts.ca.gov/forms* for *Request for Accommodations by Persons with Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Notice of Court Hearing* is a true and correct copy of the original on file in the court.

Clerk's Certificate on Reverse

JUN 08 2020

Date: _____

Clerk, by _____, Deputy

CH-110 **Temporary Restraining Order**

Clerk stamps date here when form is filed.

Person in (1) must complete items (1), (2), and (3) only.

(1) Protected Person

a. Your Full Name: Krisztian Orban

Your Lawyer *(if you have one for this case)*:

Name: State Bar No.:

Firm Name:

b. Your Address *(If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)*:

Address: 381 Somerset Rd. Unit #B

City: Oakland State: CA Zip: 94611

Telephone: (510) 876-2286 Fax:

E-Mail Address:

Fill in court name and street address:

Superior Court of California, County of Alameda
Rene C Davidson Alameda County Courthouse
1225 Fallon Street
Oakland, CA 94612

Court fills in case number when form is filed.

Case Number: RG20062588

(2) Restrained Person

Full Name: Sheryl M Nurock

Description:

Sex: ☐ M ☑ F Height: Weight: Date of Birth:

Hair Color: Eye Color: Age: Race:

Home Address *(if known)*: 381 Somerset Road Apt. C

City: Oakland State: CA Zip: 94611

Relationship to Protected Person: Neighbor

(3) ☑ Additional Protected Persons

In addition to the person named in (1), the following family or household members of that person are protected by the temporary orders indicated below:

Full Name	Sex	Age	Household Member?	Relation to Protected Person
PeiYi Li	F	27	☑ Yes ☐ No	Fiance
			☐ Yes ☐ No	
			☐ Yes ☐ No	

☐ *Check here if there are additional persons. List them on an attached sheet of paper and write "Attachment 3-Additional Protected Persons" as a title. You may use Form MC-025, Attachment.*

The court will complete the rest of this form.

(4) Expiration Date

This Order expires at the end of the hearing scheduled for the date and time below:

Date: 06/18/2020 Time: 8:30 ☑ a.m. ☐ p.m.

This is a Court Order.

Case Number: RG20062588

To the Person in 2:

The court has granted the temporary orders checked as granted below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to $1,000, or both.

5 Personal Conduct Orders

☐ Not Requested ☐ Denied Until the Hearing ☑ Granted as Follows:

a. You must not do the following things to the person named in 1
☑ and to the other protected persons listed in 3:

(1) ☑ Harass, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, abuse, destroy personal property of, or disturb the peace of the person.

(2) ☑ Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.

(3) ☑ Take any action to obtain the person's address or location. If this item (3) is not checked, the court has found good cause not to make this order.

(4) ☐ Other *(specify)*:
☐ Other personal conduct orders are attached at the end of this Order on Attachment 5a(4).

b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order. However, you may have your papers served by mail on the person in 1.

6 Stay-Away Order

☑ Not Requested ☐ Denied Until the Hearing ☐ Granted as Follows:

a. You must stay at least _____ yards away from *(check all that apply)*:

(1) ☐ The person in 1
(2) ☐ Each person in 3
(3) ☐ The home of the person in 1
(4) ☐ The job or workplace of the person in 1
(5) ☐ The school of the person in 1
(6) ☐ The school of the children of the person in 1
(7) ☐ The place of child care of the children of the person in 1
(8) ☐ The vehicle of the person in 1
(9) ☐ Other *(specify)*:

b. This stay-away order does not prevent you from going to or from your home or place of employment.

7 No Guns or Other Firearms and Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

b. You must:

(1) Sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms in your immediate possession or control. This must be done within 24 hours of being served with this Order.

This is a Court Order.

(2) File a receipt with the court within 48 hours of receiving this Order that proves that your guns or firearms have been turned in, sold, or stored. *(You may use form CH-800,* Proof of Firearms Turned In, Sold, or Stored, *for the receipt.)*

c. ☐ The court has received information that you own or possess a firearm.

(8) Possession and Protection of Animals

☑ **Not Requested** ☐ **Denied Until the Hearing** ☐ **Granted as Follows** *(specify):*

a. ☐ The person in (1) is given the sole possession, care, and control of the animals listed below, which are owned, possessed, leased, kept, or held by him or her, or reside in his or her household.
(Identify animals by, e.g., type, breed, name, color, sex.)

b. ☐ The person in (2) must stay at least ____ yards away from, and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of, the animals listed above.

(9) Other Orders

☐ **Not Requested** ☐ **Denied Until the Hearing** ☑ **Granted as Follows** *(specify):*

See attachment 9

☑ Additional orders are attached at the end of this Order on Attachment 9.

To the Person in (1):

(10) Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). *(Check one).*

a. ☑ The clerk will enter this Order and its proof-of-service form into CARPOS.

b. ☐ The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.

c. ☐ By the close of business on the date that this Order is made, the person in (1) or his or her lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency | Address *(City, State, Zip)*

☐ Additional law enforcement agencies are listed at the end of this Order on Attachment 10.

This is a Court Order.

Case Number:
RG20062588

(11) **No Fee to Serve (Notify) Restrained Person** ☑ **Ordered** ☐ **Not Ordered**

The sheriff or marshal will serve this Order without charge because:

a. ☑ The Order is based on unlawful violence, a credible threat of violence, or stalking.

b. ☐ The person in (1) is entitled to a fee waiver.

(12) Number of pages attached to this Order, if any: ____

Date: 05/29/2020

Judicial Officer

Warnings and Notices to the Restrained Person in (2)

You Cannot Have Guns or Firearms

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a $1,000 fine. You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control as stated in item (7) above. The court will require you to prove that you did so.

Notice Regarding Nonappearance at Hearing and Service of Order

If you have been personally served with this Temporary Restraining Order and form CH-109, *Notice of Court Hearing*, but you do not appear at the hearing either in person or by a lawyer, and a restraining order that is the same as this Temporary Restraining Order except for the expiration date is issued at the hearing, a copy of the order will be served on you by mail at the address in item (2).

If this address is not correct or you wish to verify that the Temporary Restraining Order was converted into a restraining order at the hearing without substantive change, or to find out the duration of the order, contact the clerk of the court.

After You Have Been Served With a Restraining Order

- Obey all the orders.
- Read form CH-120-INFO, *How Can I Respond to a Request for Civil Harassment Restraining Orders?*, to learn how to respond to this Order.
- If you want to respond, fill out form CH-120, *Response to Request for Civil Harassment Restraining Orders*, and file it with the court clerk. You do not have to pay any fee to file your response if the Request claims that you inflicted or threatened violence against or stalked the person in (1).
- You must have form CH-120 served by mail on the person in (1) or that person's attorney. You cannot do this yourself. The person who does the mailing should complete and sign form CH-250, *Proof of Service of Response by Mail*. File the completed proof of service with the court clerk before the hearing date or bring it with you to the hearing.
- In addition to the response, you may file and have declarations served, signed by you and other persons who have personal knowledge of the facts. You may use form MC-030, *Declaration*, for this purpose. It is available from the clerk's office at the court shown on page 1 of this form or at *www.courts.ca.gov/forms*. If you do not know how to prepare a declaration, you should see a lawyer.

This is a Court Order.

- Whether or not you file a response, you should attend the hearing. If you have any witnesses, they must also go to the hearing.
- At the hearing, the judge can make restraining orders against you that last for up to five years. Tell the judge why you disagree with the orders requested.

Instructions for Law Enforcement

Enforcing the Restraining Order

This order is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Restraining and Protective Orders System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, the agency must advise the restrained person of the terms of the order and then must enforce it. Violations of this order are subject to criminal penalties.

Start Date and End Date of Orders

This order *starts* on the date next to the judge's signature on page 4. The order *ends* on the expiration date in item (4) on page 1.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the order. Consider the restrained person "served" (given notice) if (Pen. Code, § 836(c)(2)):

- The officer sees a copy of the Proof of Service or confirms that the Proof of Service is on file; or
- The restrained person was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The order can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order.

Case Number:
RG20062588

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2; Fam. Code, §§ 6383(h)(2), 6405(b)):

1. *EPO:* If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No Contact Order:* If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order:* If none of the orders includes a no contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order:* If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Clerk's Certificate
[seal]

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date JUN 03 2020 Clerk, by _____, Deputy

This is a Court Order.

SHORT TITLE: Krisztian Orban	CASE NUMBER RG20062588

ATTACHMENT (Number): 9 Page 1 of 1

(This Attachment may be used with any Judicial Council form.) (Add pages as required)

☐ Restrained party shall not cause any third party to do any act otherwise prohibited by this order.

BlueJeans Meeting ID: 5106274713 (if assigned to Dept. 106) or 5106902728 (if assigned to Dept. 519)
Passcode: 2802 (Tuesday hearings) or 4804 (Thursday hearings)

Connecting to the hearing: You will connect to the hearing through the BlueJeans software. See https://www.bluejeans.com. For information on how to connect by telephone, smart phone, tablet, or computer, see https://support.bluejeans.com/s/topic/0TO2R000000kaiXWAQ/joining. Both iOS or Android are supported. Before the hearing, check your connection, audio, and video by joining a test meeting at bluejeans.com/111.

Time of Hearing: Connect to the court for a readiness conference at 8:30 a.m. on your assigned day. If the court determines your case is ready, you will be given a specific hearing time between 10 a.m. and noon, and 1:30 p.m. to 4:00 p.m. You will need to reconnect to the court through BlueJeans at the time that the court assigns for your hearing.

Video Connection: Ensure that your device has a camera and an adequate power source and internet connection. Sit close to your Wi-Fi router or connect via Ethernet cable. Make sure no one in your household is streaming video/audio during the hearing.

Audio-only Connection: If you do not have a computer or smartphone, you can appear by telephone through BlueJeans. Call 408-915-6290 or 408-419-1715, and enter the Meeting ID and Passcode when prompted. Do not use a speakerphone.

Connection Issues: If you have trouble connecting, inform the clerk of your assigned department, either (510) 627-4713 (Dept. 106) or (510) 690-2728 (Dept. 519). The clerk cannot provide technical assistance.

Identify Yourself When You Log In: After you log in, every participant must enter a first and last name. Attorneys may indicate a status (such as Esq., Atty, Counsel, etc.) next to their names.

Conduct during the hearing: This is a formal court proceeding. Dress appropriately. Wait to speak until the bench officer calls on you. Mute yourself when you are not speaking. Avoid disruptions by choosing a quiet location away from other household members (especially children). Do not record the hearing.

Evidence and Witnesses: Any evidence that you have not filed but that you want considered at the hearing must be in electronic form (PDF or JPEG) if at all possible. At the readiness conference, the court will ask you about any evidence that you wish to submit, and will give you instructions on how to submit it. Advise the court if you plan to call a witness.

Interpreter Request/Special Needs: If you need language translation and/or other accommodation, email your assigned Department (dept106@alameda.courts.ca.gov or dept519@alameda.courts.ca.gov) as soon as possible.

Mediation: Please contact the court's ADR program if you are interested in free mediation, adrprogram@alameda.courts.ca.gov or (510) 891-6055.

FAILURE TO COMPLY WITH THESE RULES MAY BE GROUNDS FOR EJECTION FROM THE HEARING, CONTINUANCE OF THE HEARING, AND MAY BE CONSIDERED CONTEMPT OF COURT.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

22714747

CH-100 Request for Civil Harassment Restraining Orders

Read *Can a Civil Harassment Restraining Order Help Me? (form CH-100-INFO)* before completing this form. Also fill out *Confidential CLETS Information (form CLETS-001)* with as much information as you know.

Clerk stamps date here when form is filed.

FILED
ALAMEDA COUNTY
MAY 29 2020
CLERK OF THE SUPERIOR COURT
By Gill Blake Deputy

Fill in court name and street address:
Superior Court of California, County of

Court fills in case number when form is filed.
Case Number: RG20062588

1 Person Seeking Protection

a. Your Full Name: Krisztian Orban Age: 44

Your Lawyer *(if you have one for this case)*
Name: State Bar No.:
Firm Name:

b. Your Address *(If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)*

Address: 381 Somerset Rd Unit B
City: Oakland State: CA Zip: 94611
Telephone: 510-876-2286 Fax:
E-Mail Address: feralengineering@gmail.com

2 Person From Whom Protection Is Sought

Full Name: Sheryl M. Nureck Age:
Address *(if known)*: 381 Somerset Road Apt. C
City: Oakland State: CA Zip: 94611

3 Additional Protected Persons

a. Are you asking for protection for any other family or household members? [x] Yes [ ] No *If yes, list them:*

Full Name	Sex	Age	Lives with you?	How are they related to you?
PeiYi Li	F	27	[x] Yes [ ] No	Fiance
			[ ] Yes [ ] No	
			[ ] Yes [ ] No	
			[ ] Yes [ ] No	

[ ] *Check here if there are more persons. Attach a sheet of paper and write "Attachment 3a—Additional Protected Persons" for a title. You may use form MC-025, Attachment.*

b. Why do these people need protection? *(Explain below).*

[ ] *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 3b—Why Others Need Protection" for a title.*

PeiYi Li is my fiance and she is scared of Sheryl because of her threatening and abusive language. Also PeiYi's vehicle is parked outside and Sheryl has left multiple notes on it and was seen & photographed by neighbors suspiciously lurking around her car.

This is not a Court Order.

Case Number:

(4) Relationship of Parties

How do you know the person in (2)? *(Explain below):*

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 4—Relationship of Parties" for a title.*

Neighbor

(5) Venue

Why are you filing in this county? *(Check all that apply):*

a. ☒ The person in (2) lives in this county.

b. ☒ I was harassed by the person in (2) in this county.

c. ☐ Other *(specify):*

(6) Other Court Cases

a. Have you or any of the persons named in (3) been involved in another court case with the person in (2)?

☒ Yes ☐ No *(If yes, check each kind of case and indicate where and when each was filed.)*

Kind of Case	Filed in *(County/State)*	Year Filed	Case Number *(if known)*
(1) ☐ Civil Harassment			
(2) ☐ Domestic Violence			
(3) ☐ Divorce, Nullity, Legal Separation			
(4) ☐ Paternity, Parentage, Child Custody			
(5) ☐ Elder or Dependent Adult Abuse			
(6) ☐ Eviction			
(7) ☐ Guardianship			
(8) ☐ Workplace Violence			
(9) ☐ Small Claims			
(10) ☒ Criminal	Alameda	2020	20-910762
(11) ☐ Other *(specify):*			

b. Are there now any protective or restraining orders in effect relating to you or any of the persons in (3) and the person in (2)? ☒ No ☐ Yes *(If yes, attach a copy if you have one.)*

(7) Description of Harassment

Harassment means violence or threats of violence against you, or a course of conduct that seriously alarmed, annoyed, or harassed you and caused you substantial emotional distress. A course of conduct is more than one act.

a. Tell the court about the last time the person in (2) harassed you.

(1) When did it happen? *(provide date or estimated date):* 381 Somerset RD

(2) Who else was there?

Pey Yi Li

This is not a Court Order.

Case Number:

(7) a. (3) How did the person in (2) harass you? *(Explain below):*

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 7a(3)—Describe Harassment" for a title.*

Sheryl has been unhappy with the situation at 381 Somerset rd and has been in several confrontations with the owner and other neighbors for the last few years. Recently since my fiance FeyYi Li moved in the harassment has been focused on us only and has escalated from letters, yelling to verbal threats and finally trying to strike me & my occupied vehicle with her car. Sheryl is becoming more and more aggressive since we are not responding to her threats and we both fear for our safety.

Example. Monday 5/25/20 around 1:30 Sheryl began screaming at me while I was downstairs working on my car. She screamed things such as "you're not a real man!" and "I'll get you!".

(4) Did the person in (2) use or threaten to use a gun or any other weapon?

☒ Yes ☐ No *(If yes, explain below):*

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 7a(4)—Use of Weapons" for a title.*

Refer to Orkland Police Report 20-910762 regarding attempted assault with vehicle.

(5) Were you harmed or injured because of the harassment?

☐ Yes ☒ No *(If yes, explain below):*

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 7a(5)- Harm or Injury" for a title.*

(6) Did the police come? ☐ Yes ☒ No

If yes, did they give you or the person in (2) an Emergency Protective Order? ☐ Yes ☐ No

If yes, the order protects *(check all that apply):*

☐ Me ☐ The person in (2) ☐ The persons in (3).

(Attach a copy of the order if you have one.)

b. Has the person in (2) harassed you at other times?

☒ Yes ☐ No *(If yes, describe prior incidents and provide dates of harassment below):*

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 7b—Previous Harassment" for a title.*

Leaving letters on cars, front door, screaming and making threats. Both my fiance and myself do not feel comfortable or safe in our own home and I personally fear Sheryl will strike my fiance with her car.

This is not a Court Order.

Case Number:

(11) ☒ Temporary Restraining Order

I request that a Temporary Restraining Order (TRO) be issued against the person in (2) to last until the hearing. I am presenting form CH-110, *Temporary Restraining Order*, for the court's signature together with this *Request*.

Has the person in (2) been told that you were going to go to court to seek a TRO against him/her?

☐ Yes ☒ No *(If you answered no, explain why below):*

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 11—Temporary Restraining Order" for a title.*

(12) ☐ Request to Give Less Than Five Days' Notice of Hearing

You must have your papers personally served on the person in (2) at least five days before the hearing, unless the court orders a shorter time for service. (Form CH-200-INFO explains What Is "Proof of Personal Service"? *Form CH-200,* Proof of Personal Service, *may be used to show the court that the papers have been served.)*

If you want there to be fewer than five days between service and the hearing, explain why below:

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 12—Request to Give Less Than Five Days' Notice" for a title.*

(13) ☒ No Fee for Filing or Service

a. ☒ There should be no filing fee because the person in (2) has used or threatened to use violence against me, has stalked me, or has acted or spoken in some other way that makes me reasonably fear violence.

b. ☒ The sheriff or marshal should serve (notify) the person in (2) about the orders for free because my request for orders is based on unlawful violence, a credible threat of violence, or stalking.

c. ☐ There should be no filing fee and the sheriff or marshal should serve the person in (2) for free because I am entitled to a fee waiver. *(You must complete and file form FW-001,* Application for Waiver of Court Fees and Costs.*)*

(14) ☐ Lawyer's Fees and Costs

I ask the court to order payment of my ☐ lawyer's fees ☐ Court costs.

The amounts requested are:

Item	Amount	Item	Amount
	$		$
	$		$
	$		$

☐ *Check here if there are more items. Put the items and amounts on the attached sheet of paper or form MC-025 and write "Attachment 14—Lawyer's Fees and Costs" for a title.*

This is not a Court Order.

Case Number:

(15) ☐ **Possession and Protection of Animals**

I ask the court to order the following:

a. ☐ That I be given the sole possession, care, and control of the animals listed below, which I own, possess, lease, keep, or hold, or which reside in my household.
(Identify animals by, e.g., type, breed, name, color, sex.)

I request sole possession of the animals because *(specify good cause for granting order)*:

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 15a—Possession of Animals" for a title.*

b. ☐ That the person in (2) must stay at least _____ yards away from, and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of, the animals listed above.

(16) ☐ **Additional Orders Requested**

I ask the court to make the following additional orders *(specify)*:

☐ *Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 16—Additional Orders Requested," for a title.*

(17) Number of pages attached to this form, if any: _____

Date: _____

Lawyer's name (if any) ▶ *Lawyer's signature*

I declare under penalty of perjury under the laws of the State of California that the information above and on all attachments is true and correct.

Date: 5/27/2020

Krisztian Orban
Type or print your name

▶ *Sign your name*

This is not a Court Order.

OAKLAND POLICE DEPARTMENT SUMMARY INCIDENT REPORT

REPORT NUMBER: 20-910762

INCIDENT INFORMATION

INCIDENT CODE	INCIDENT TYPE	INITIAL	SUPP	X	DATE/TIME STARTED	DATE/TIME ENDED	DATE/TIME REPORTED
PC240	Assault (Threat of Assault)				05/01/2020 03:17 PM	05/23/2020 05:45 PM	05/23/2020 05:58 PM

REPORT FILED FROM	TRACKING NUMBER	LOCATION OF OCCURRENCE	APPROVED BY:
***	T20010503	381 SOMERSET Road, OAKLAND, CA	9470/Sydney Kolford

LOCATION TYPE	THEFT TYPE	METHOD OF ENTRY	FIRM MSC TYPE	PT OF ENTRY	PT OF EXIT	ENTRY LOC

PERSON LISTINGS

	TYPE	LAST NAME	FIRST NAME	MIDDLE NAME	DOB	RACE	SEX	DRIVER LIC NO	LIC ST
1	V	Debao	Krisztina		***			***	***

SSN	ETHNICITY	RESIDENT	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE

EMAIL	RESIDENCE ADDRESS	HOME PHONE
Feralongincorno@gmail.com	***	***

EMPLOYER NAME	BUSINESS ADDRESS	WORK PHONE
	***	

NARRATIVE

Neighbors dispute becoming dangerous.

I live at unit B and my neighbor in unit C (Sheril) is harassing and intimidating myself and my fiancee. Previous incidents were confined to screaming, leaving notes on our vehicles and contacting building owner with accusation. Now the situation has escalated and on 3 occasions Sheril accelerated her vehicle towards me in a threatening manner.

1st was a few months back while I was taking garbage out Sheril was coming back with her red Subaru and I saw her accelerat and turn towards me as she took the left turn into the driveway. She missed me by less than a few inches.

2nd took place on Friday May 22nd at around 3pm. I was dropping of something at home and while turning around my wo truck and trailer Sheril sped up to the driver's door and squeezed past me. She almost struck my work truck on the driver's door.

3rd time on Saturday May 23rd I was working on my car in my garage. The vehicle was pulled out 5 or so feet out of the garage. While I was inside the car Sheril began screaming at me and lurching her car back and forth in front of my car. Afterwards she screamed a threat at me and accelerated at a high rate of speed up the driveway.

Sheril's behavior is becoming threatening. I feel she may strike myself or my fiancee with her vehicle.

OAKLAND POLICE DEPARTMENT SUMMARY SUPPLEMENT REPORT

REPORT NUMBER: 20-910762

INCIDENT INFORMATION

INCIDENT CODE	INCIDENT TYPE	INITIAL	SUPP	DATE/TIME STARTED	DATE/TIME ENDED	DATE/TIME REPORTED
PC240	Assault (Threat of Assault)		X	05/25/2020 01:30 PM	05/25/2020 01:50 PM	05/26/2020 09:24 AM

REPORT FILED FROM	TRACKING NUMBER	LOCATION OF OCCURRENCE	APPROVED BY:
***	120010822	381 SOMERSET Road, OAKLAND, CA	9470/Sydney Kolford

LOCATION TYPE	THEFT TYPE	METHOD OF ENTRY	PREMISE TYPE	PT OF ENTRY	PT OF EXIT	ENTRY LOC

PERSON LISTINGS

	TYPE	LAST NAME	FIRST NAME	MIDDLE NAME	DOB	RACE	SEX	DRIVER LIC NO	LIC ST
1	V	Orban	Kristian		***		*	***	***

SSN	ETHNICITY	RESIDENT	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE

EMAIL	RESIDENCE ADDRESS	HOME PHONE
fersteingineering@gmail.com	***	***

EMPLOYER NAME	BUSINESS ADDRESS	WORK PHONE
	***	

NARRATIVE

The resident in unit C @ 381 Somerset Rd Oakland continues to harass, threaten & annoy us. As previously stated in original of this report Sheryl M. Nunuck 381 Somerset Road Apt. C Oakland, on 3 occasions drove her vehicle towards myself on the street and twice drove her vehicle at vehicles I was occupying in a threatening manner.

On 5/25/20 approx 1:30pm Sheryl (unit C) began screaming and threatening me while I was working on my vehicle (with building owners permission) . She screamed things such as "your not a real man" and "I'll get you".

Attached a copy of an email Sheryl sent to the building owner Thomas Jackovics that confirms she was upset that I drove one of my work trucks & trailer "huge red truck with attached wagon" home to drop something off. This is the incident where she drove her vehicle towards the drivers door and and missed the truck by inches.

My Fiancee and myself are in fear for our safety due to Sheryl's erratic behavior and constant harassment.

From: Kong-Brown, Barbara
To: Lothlen, Brittni
Subject: FW: CASE #T19-0406 NURECK vs JACKOVICS
Date: Tuesday, January 12, 2021 12:03:29 PM

Brittni: please add this to the board packet for the Nureck case.

From: Sheryl Nureck <sheryl_marlene@yahoo.com>
Sent: Tuesday, January 12, 2021 5:54 AM
To: Kong-Brown, Barbara <BKong-Brown@oaklandca.gov>
Cc: Grewal, Harman <HGrewal@oaklandca.gov>; Costa, Robert <RCosta@oaklandca.gov>; Thomas Jackovics <t.jackovics@comcast.net>
Subject: CASE #T19-0406 NURECK vs JACKOVICS

Dear Ms. Brown -

My deep appreciation for your acceptance of my response to Mr. Jackovics' Appeal dated Friday July 10, 2020.

BATHROOM BLINDS AND DOOR: (Only Bathroom Door was ruled in my favor.)

The bathroom door WAS NOT in perfect condition when I moved into my apartment (September 1992). At no time during my tenancy (now beginning its 29th year), was the bathroom door damaged by me or any guest. I have always taken and continue to take tremendous pride in the upkeep and appearance of my apartment home. I have been single all the years of my tenancy and rarely (if ever) have guests or friends stay over, as my family and childhood friends (several now deceased) lived or presently live on the East Coast or in the Mid-West. I traveled to see them.

Mr. Jackovics stating I "refused entry to make a picture of the door and submit it as evidence" is untrue. The truth is Mr. Jackovics had Mr. Attila Balazs, our groundskeeper, attempt to communicate with me concerning the bathroom door - in the most circuitous of ways and in ways which played out as harassment on the part of Mr. Jackovics.

TIME-LINE AND TEXT EXCHANGES (of which I have copies) with Mr. Balazs, Groundskeeper
379/381 Somerset Road, Oakland, CA 94611-3333
Total of Nine (9) Apartment Units
Mr. Balazs resides in 379 Somerset Road, Apartment E

MONDAY JULY 6, 2020

1) RENT BOARD DECISION received via USPS - in my mailbox at 381 Somerset Road.

WEDNESDAY JULY 8, 2020

1) Kris Orban, Tenant 381 Somerset Road Apartment B moves out (with his fiancee).
(PLEASE NOTE: Mr. Orban is a subject of MULTIPLE VEHICLES BLOCKING GARAGE ACCESS which Mr. Jackovics refers to in his appeal - which I shall also respond to in this or a subsequent e-mail.)
2) As I come out, onto my balcony - Attila calls up to me from his ground-level apartment (diagonally

across) and holds up a red folder - repeating the words "bathroom door and appeal". I panic - hearing the word "appeal" - knowing Mr. Jackovics (as recorded in my petition hearing) admitted to approving and then withholding repair or replacement of the bathroom door in June 2019.
3) I text Attila: Why does the Landlord want pictures of the bathroom door? He has them from June 2019.
4) Attila texts: I don't know. He just tell me take some pictures.
5) I text: I want to know. Koszonom. (Thank you.)

THURSDAY JULY 9, 2020

1) Attila again, calls up to my balcony and wants to talk.
2) I text: What do you want to talk about?
3) Attila texts: Another thing that pictures of your door. Tom sad (said) reason is appeal the rent board decision. Also sad (said) you can let me pictures today that good but tomorrow too late.
4) I text: Attila, I received my papers about the RENT BOARD DECISION and the bathroom door. I believe you took pictures last June or July, as did HOME DEPOT. If you or they did, you can use those pictures.
5) Attila texts: I tried to find those pictures but I couldn't.
6) I text: If you would like to come and fix the door, you can. But if you want to take pictures to use against me, my answer is NO.

SUNDAY JULY 12, 2020

1) Attila texts: I have a copy Tom's appeal rent board decision that have to give you. Let me know if you have some time.
2) I text: Attila - No thank you. I have my own copy (meaning Board's decision). This is Sunday, my weekend - NOT a workday for business. I have reported Tom's continued harassment of me to the Rent Board. Also, the appeal is not your business (thinking Mr. Jackovics was preparing an appeal.)

MONDAY JULY 13, 2020

1) I receive an e-mail from Mr. Jackovics asking he enter my apartment and assess bathroom door the following day, Tuesday July 14, 2020.
2) AT THIS JUNCTURE, I am interpreting Attila's texts using the word "appeal" to mean Mr. Jackovics IS NOT in agreement with the Rent Board Decision concerning repair of my bathroom door. (Again, see aforementioned text to Attila, 7/9/20.)

WEDNESDAY JULY 15, 2020

1) Man, unknown to me - carrying lime-green tote approaches my balcony while I am gardening. He shows me the tote with surname CHAN on it. I tell him I am not CHAN. CHAN is the maiden name of Tenant Karen Keil, 381 Somerset Road Apartment D, ground-level underneath me. I direct him to Mrs. Keil's apartment. He hesitates and pulls out a beaten-up manilla envelope from the tote. From the envelope, I pull the first paper to assess papers I believe belong to Mrs. Keil - only to see a page of a restraining order with my name on it.

2) I nearly fainted... - overwhelmed - because previous month (June 2020), I was served a restraining order by Mr. Orban (see aforementioned) after having been told by Mr. Jackovics (at the petition hearing) that I was a "nuisance" and Mr. Orban would be doing so... I, as well, served Mr. Orban and won. I would later come to learn Mr. Jackovics took a page from Mr. Orban's order against me and included it in his appeal. I imagined Mr. Jackovics was serving me this day. It was all too much... I left the presence of this unknown man, went into my apartment, and was later to discover the green tote left at my door. (I have a photo.)

THURSDAY JULY 16, 2020

1) NOTICE OF INTENT TO ENTER PREMISES papers from Mr. Jackovics' attorney re: Necessary Repairs to Bathroom Door are adhered to my apartment door. I do not know who posted them or when

they were posted. I heard nothing, but was home all day. When I discovered them, I felt tantamount to being a prisoner... in my home.

FRIDAY JULY 17, 2020

1) Taking a breath, I e-mailed Mr. Jackovics permitting access to my apartment on Monday July 20, 2020. Never heard back from him.

SATURDAY JULY 18, 2020

1) Taking another breath, I reviewed contents of manilla envelope in green tote. It (altogether) held FIRST COPY I received of Mr. Jackovics' APPEAL papers dated Friday July 10, 2020.

SUNDAY JULY 19, 2020

1) I text Attila and Mr. Jackovics to inform I have a fever. Hence, not available for 7/20 access. Again, no response.

THURSDAY JULY 23, 2020

1) Received in my mailbox via USPS with USPS Tracking Number - SECOND COPY of Mr. Jackovics' APPEAL papers (also dated 7/10/20).

TUESDAY OCTOBER 13, 2020

1) Received hard-copy of Mr. Jackovics' Appeal from Mr. Costa via USPS. (Not legible in its entirety, as Mr. Costa previously informed.)
2) Of important note: Mr. Costa has been a supportive liaison since my case was assigned to him. Margaret Sullivan (before him) was equally supportive. I have expressed my gratitude to both.

IN SUM, if I may...

Mr. Jackovics used Mr. Balazs who (in the end shared with me) did not understand the difference between the words "decision and appeal" (Hungarian being his first language) - while Mr. Jackovics wasted no time in serving me with an appeal. Mr. Balazs is a wonderful man, a hard worker, a thoughtful person, good to all tenants - to the best of his abilities. On the other hand, what Mr. Jackovics put me through since 2017 (as explained in my petition) and to date... is unspeakable. It will always be Mr. Jackovics' responsibility as sole Landlord to be certain Attila (and all other workers) convey clarity to the tenants - versing doing Mr. Jackovics' dirty work.

SINCE... WEDNESDAY AUGUST 19, 2020 when Mr. Balazs texted me: Hi Sheryl! Are you up? Because door guy is here. I want to ask you something. I give him measurements. - to THURSDAY NOVEMBER 19, 2020 when Mr. Balazs texted me: Many corners have some problem. 3 of 4 doors had to send back (referring to 3 new doors for Apartment B next to me; formerly inhabited by Mr. Orban). Home Depot sad (said) 3 weeks. Do you want to see that only good one door? - to LAST WEEK when Mr. Balazs assured he continues to advocate for a new bathroom door for me - possibly with a new supplier. Additionally, Mr. Balazs showed me the poor condition of the old bathroom door in Apartment B - citing it was identical to the poor condition of my bathroom door. SINCE... the petition hearing, SINCE... the petition ruling, and TO DATE... there has been NO direct communication from Mr. Jackovics re: my bathroom door.

What begs the question is this... Why has Mr. Jackovics allowed an appeal - in the matter of my bathroom door - to stand when Mr. Balazs is pursuing the door? Additionally, waiting six months is beyond reasonable... Does Mr. Jackovics live this way? I think not...

I respectfully ask that you NOT REVERSE the bathroom door assessment, as requested by Mr. Jackovics. I ask you impose upon Mr. Jackovics monies due me based on the VALUE OF LOST SERVICES CHART as they pertain to my bathroom door. (They are itemized on Page 7 of the HEARING

DECISION dated MONDAY JUNE 29, 2020.) I ask that Mr. Jackovics not be awarded a 1% increase should the door be replaced because of the excessive time I have waited and because Mr. Jackovics is also asking for an annual increase when he has yet to pay monies he owes me.

LAST...
Whether or not the following has merit in this case, I feel it significant to mention.
Once Mr. Orban exited, Mr. Jackovics wasted no time painting, remodeling the kitchen, bathroom, and floors. Hence, raising the rent. Mr. Ashley Miller Tenant 381 Somerset Road Apartment A shared with me that Mr. Orban confided in Mr. Miller that he (Mr. Orban) was living in Apartment B rent free, as Mr. Orban was friends with one of Mr. Jackovics' son-in-laws. An apartment at 379 is now vacant and again, Mr. Jackovics has wasted no time putting into motion painting, remodeling the kitchen, bathroom, and floors. But I... wait... for a bathroom door. (And, I dare... not... ask for a paint job after twenty-nine years.) My grave concern is that Mr. Jackovics wishes to PRICE ME (and other tenants here for many years) OUT! THIS IS MY HOME... MY TENANT VOICE (and other tenant voices) NEED(S) TO BE HEARD!

As you know, I am in the throes of a family illness.

I thank you and your colleagues for the attention to my case (and many other cases) - especially during this time of great societal challenge and turbulence...

Sheryl M. Nureck, Tenant
381 Somerset Road
Apartment C
Oakland, CA 94611-3333

Home/Landline/Voice Mail:
(510) 482-3594

Mobile/Voice Mail:
(510) 388-0985

E-mail: sheryl_marlene@yahoo.com

CHRONOLOGICAL CASE REPORT

Case No.:	T19-0424
Case Name:	Thornton v. Joyce
Property Address:	2809 8th Avenue Oakland, CA
Parties:	Mike Joyce (Owner) Eddy Hughley (Owner Representative) Ronald Thornton (Tenant) Penn Scoble (Tenant Representative)

OWNER APPEAL:

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

T19-0424 RC/MA

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 11 PM 1:57

For date stamp.

CITY OF OAKLAND

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

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]
Ronald Thornton	2809 8th #4 OAKLAND, CA	E-mail: [redacted]
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone: [redacted]
Mike Joyce	3480 38th St Oakland, CA, 94619	Email: [redacted]
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 11.

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:**

X	(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%.
X	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised 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: June 8, 1993 Initial Rent: $ 500 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Not sure. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase From	Monthly rent increase To	Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
08/20/2019	09/20/2019	$ 777.82	$ 855.60	☒ Yes ☐ No	☐ Yes ☒ No
* 08/20/2019	10/1/2019	$ 109	$ 150	☒ Yes ☐ No	☐ Yes ☒ No
		$	$	☐ Yes ☐ No	☐ Yes ☐ No
		$	$	☐ Yes ☐ No	☐ Yes ☐ No
		$	$	☐ Yes ☐ No	☐ Yes ☐ No
		$	$	☐ Yes ☐ No	☐ Yes ☐ No

* Garage increase

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

Have you ever filed a petition for this rental unit?

☒ Yes
☐ No

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

19-0019, 14-0160, 7870358

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

Are you being charged for services originally paid by the owner?	☐ 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

Not at this time

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** 9-11-19

Attachment to Tenant Position for Ron Thornton, 2809 8th St., #4

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

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: **T19-0424 Thornton v. Joyce**

PROPERTY ADDRESS: **2809 8th Avenue, Unit 4, Oakland, CA**

DATE OF HEARING: **February 5, 2020**

DATE OF DECISION: **July 14, 2020**

APPEARANCES: **Michael Joyce, Owner**
Eddie Hugley, Bookkeeper for Owner
Liam Galbreth, Tenant Representative
Penn Scoble, Tenant Representative
Ronald Thornton, Tenant

SUMMARY OF DECISION

The tenant petition is granted.

CONTENTIONS OF THE PARTIES

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

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase; and
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner.

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

THE ISSUES

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

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

EVIDENCE

Good Cause for Failure to File Owner Response

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

Background and Rent Increases

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

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

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[1] Exhibit 3
[2] Exhibit 4. The owner objected to this document, stating that he had never seen it before, and had no way to verify the authenticity of this document. The objection was overruled, and the document was admitted into evidence.
[3] Exhibit 5
[4] Exhibit 2

tenant testified that he is contesting this monthly increase but has been paying the increased amount of $1,005.60 since October 1, 2019.[5]

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

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

RAP Notices

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

RAP Notice

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

Invalid Rent Increase

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

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[5] Exhibit 1
[6] Exhibit 6
[7] Exhibit 7
[8] O.M.C. §822.020

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

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

OVERPAID RENT

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

RESTITUTION

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

ORDER

1. Tenant Petition T19-0424 is granted.

[9] T01-0376 (Millar v. Black Oak Properties)
[10] O.M.C. §8.22.065(A)

2. The rent increase is invalid. The monthly base rent remains $886.82.

3. Due to rent overpayments, the tenant is owed restitution in the amount of $1,187.80. This overpayment is adjusted by a rent decrease for 12 months in the amount of $98.98 a month. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties.

4. If the owner wishes to, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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

Dated: July 14, 2020

Maimoona Sahi Ahmad
Hearing Officer, Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0424

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

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

Documents Included
Hearing Decision

Owner
Mike Joyce
3480 38th Avenue
Oakland, CA 94619

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

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

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 17, 2020** in Oakland, CA.

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: RECEIVED
JUL 31 2020
RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name Benecia Lake	☒ **Owner** ☐ **Tenant**
Property Address (Include Unit Number) 2809 8TH Ave., Apt 4 Oakland, CA 94610	
Appellant's Mailing Address (For receipt of notices) 3049 Florida St. Oakland, CA 94602	**Case Number** T19-0424 **Date of Decision appealed** 7-14-20
Name of Representative (if any) Michael Joyce Eddie Hugley	**Representative's Mailing Address (For notices)** 3049 Florida St. Oakland, CA 94602

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

1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*

2) Appealing the decision for one of the grounds below (required):

a) ☐ **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.).*

b) ☐ **The decision is inconsistent with decisions issued by other Hearing Officers.** *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*

c) ☒ **The decision raises a new policy issue that has not been decided by the Board.** *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.).*

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

e) ☐ **The decision is not supported by substantial evidence.** *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

Rev. 6/18/2018

f) ☐ **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** (*In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.*)

g) ☐ **The decision denies the Owner a fair return on my investment.** (*You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.*)

h) ☐ **Other.** (*In your explanation, you must attach a detailed explanation of your grounds for appeal.*)

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

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

Name	RONALD THORNTON
Address	2809 8th AVE, APT 4
City, State Zip	OAKLAND, CA 94610
Name	Penn Scoble
Address	1950 UNIVERSITY AVE, SUITE 200
City, State Zip	BERKELEY, CA 94704

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

For more information phone (510) 238-3721.

Rev. 6/18/2018

Statement for the Appellant Case # T19-0424

July 30, 2020

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

Eddie Hugley
Bookkeeper
Benecia Lake LLC

EAST BAY
COMMUNITY
LAW CENTER

RO/MA
RECEIVED
JAN 28 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

January 28th, 2019

Oakland Rent Adjustment Program
350 Frank Ogawa Plaza, Suite 5313

Re: Tenant Petition Contesting Rent Increase; T19-0378

Dear Hearing Officer,

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

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

I. STATEMENT OF RELEVANT FACTS

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

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

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

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

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II. ARGUMENT

A. Parking should be included as Part of the Base Rent Because Mr. Thornton's Landlord Included it as Part of the Base Rent in Each of the Last Two Rent Increases

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

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

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

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

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

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

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

III. CONCLUSION

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

Sincerely,

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

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EXHIBIT A

Statement

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

Date
12/13/2019

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

Amount Due	Amount Enc.
$42.80	

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

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	42.80	0.00	0.00	0.00	$42.80

000100

1

Statement

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

Date
12/13/2019

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

Amount Due	Amount Enc.
42.80	

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

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	42.80	0.00	0.00	0.00	$42.80

000101 2

EXHIBIT B

30 Day Notice of Change of Monthly Rent

To Ronald Thornton (Resident) for the

(And all other occupants in possession)

premises located at: 2809 8th Ave.

(Address)

Unit 04, (if applicable) Oakland, California 94610

(City) *(Zip)*

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

(Date)

first day of each month, will be the sum of $855.60, instead of $777.82, the current monthly rent.

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

8/20/19
Date

Owner/Agent

Parking Agreement

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

of the Leased Premises: 2809 8th AVE
(Address)

Unit D4, (if applicable) OAKLAND, California, 94610 ("Premises")
(City) (Zip)

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

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

Check one of the following:

☐ These parking spaces are not assigned.

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

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

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

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

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

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

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

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

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

Vehicle #1 _____
Vehicle Make, Model, Color, and Year — Vehicle License (State and Number)

Vehicle #2 _____
Vehicle Make, Model, Color, and Year — Vehicle License (State and Number)

Vehicle #3 _____
Vehicle Make, Model, Color, and Year — Vehicle License (State and Number)

Parking Agreement

Each vehicle must be currently registered and licensed.

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

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

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

No vehicle may drip oil or gas.

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

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

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

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

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

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

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

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

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

Date	*Resident*	*Date*	*Resident*
Date	*Resident*	*Date*	*Resident*
Date	*Resident*	*Date*	*Resident*
Date	*Resident*	*Date*	*Resident*
Date	*Owner/Agent*		

EXHIBIT C

EAST BAY
COMMUNITY
LAW CENTER

2921 Adeline Street, Berkeley, CA
94703

February 5, 2008

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

Dear Ms. Novelo:

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

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

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

Sincerely yours,

Justin Hoogs
Law Clerk

(Enclosure)

cc: Mr. Ronald Thornton

EXHIBIT D

LANDMARK REAL ESTATE MANAGEMENT

Telephone: 510-531-7784 • Fax: 510-531-7785
E-mail: landmarkremgmt@sbcglobal.net

December 30, 2008

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

Dear Mr. Thornton:

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

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

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

Thank you.

Holda Novelo

1437 Leimert Blvd. #D - Oakland, CA 94602

EXHIBIT E

Sonora Group, LL
P.O. Box 3627,Oakland, CA 64609

April 29, 2015 Sent via regular mail

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

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

Dear Ron,

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

As I think you know, your rent is temporarily increased by $48.76 through 9/30/15 pursuant to the Rent Adjustment Board Hearing Decision dated 9/16/14 to catch up on the 2014 capital pass through increase prior to the Hearing Decision. Accordingly your new adjusted rent from 6/1/15 – 9/30/15 will be $1,001.06 ($1,033.10 - $40.76). Starting 10/1/15 your rent will go down to the new level of $1,033.10.

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

Regards,

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

Enclosures

Proof of Service

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

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

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

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

_____ _____ Date: _____
Signature of Notice Server Print Name of Server

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program
http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	8-Jun-1993	MUST FILL IN D9, D10, D11 and D14
Effective date of increase	1-Jun-2015	
Current rent (before increase and without prior cap. improve pass-through)	839	
Prior cap. imp. pass-through	$ 146.28	
Date calculation begins	1-Jun-2004	
Base rent when calc.begins	$710	

Case No.:
Unit: 4

CHANGE YELLOW CELLS ONLY

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

ANNUAL INCREASES TABLE

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

Calculation of Limit on Increase

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

Notes:

1. You cannot use banked rent increases after 10 years.
2. Calculated at 5 years and 10 years only. Exclude prior capital improvement pass-through.
3. The banking limit calculated on the current rent before capital improvement pass-through.
4. Debt service and fair return increases include pass-through adjustments.
5. A decreased housing services costs increase is shown as a negative number.
6. Pass-through of decreased housing services costs is not banked.
7. Banked annual increases are compounded.
8. The current CPI is not included in banking, but is added to this spreadsheet for your convenience.

Revised April 23, 2015

Statement

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

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

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

Previous Balance	Balance Due
$0.00	($226.00)

Account number 00160688
2809 - 4

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

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Statement

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

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

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

Statement

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

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

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

Statement

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

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

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

RESIDENT'S CERTIFICATION OF TERMS – ESTOPPEL CERTIFICATE

Enclosed is a statement of terms of the Rental Agreement / Lease for the premises you are renting located at: 2809 8TH AVE, unit # (if applicable) SPOT # 1
OAKLAND (City), CA 94610 (Zip).

Owner & Tenant(s) state the following:

1. a) You are in possession of the above described premises on (check correct response):
   ☐ Month-to-Month Rental Agreement
   ☐ Lease – beginning on 1999 ~~and ending on~~ AND IS CURRENT.

   b) The rental due date is: ☑ 1st of each month ☐ 15th of each month
   ☐ Other _____.

   c) Rent has been paid to (date): THROUGH OCTOBER 2003.

   d) The current monthly rent is $ Spot A – $25 FOR MOTORCYCLE. Spot B – $50 FOR AUTOMOBILE

   e) Date of last rent increase: RENT INCREASE WAS GIVEN SEPTEMBER 2000

   * f) The amount of security deposit is $150.00 for garage opener

   g) If a separate "last month's rent deposit" was given, that amount is $ NO.

2. The names and ages of all residents are: RONALD THORNTON.

3. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows: No.

4. Tenant and Owner / Agent represent that Tenant
   a) is not in default of the performance of any obligations under the Lease
   b) has not committed any breach of the Lease, and
   c) has not received any notice of default under the Lease which has not been cured.

5. The enclosed is a true copy of the Rental Agreement / Lease and modifications, if any, as stated under exceptions below: _____.

6. Rental unit does not need maintenance work at this time and is in good repair except as follows: ALL THINGS.

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

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

The above information is correct as of 10-22-03 (Date) [signature] Owner / Agent Signature.

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

* THIS ESTOPPEL IS A SEPARATE AGREEMENT BETWEEN LANDLORD AND TENANT. THIS AGREEMENT HAS ALWAYS BEEN PAID SEPARATELY AND IS NOT IN ANY WAY TIED TO THE RENTAL OF UNIT #4

* As per conversation with Harvey Rudman deposit of $150.00 for garage door opener. [signature] 10-22-03

000117

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RC/MA

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

East Bay Community Law Center

RECEIVED
JAN 28 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

Fax

To:	Oakland Rent Adjustment Program Hearing Officer	**From:**	Penn Scoble (x648)
Fax:	(510)-238-6181	**Pages:**	19
Phone:	510-238-3721	**Date:**	1/28/2020
Re:	Evidence for R. Thornton RAP Hearing T19-0378	**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Dear RAP Representative,

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

Sincerely,

Penn Scoble

Penn Scoble
Law Student Intern