

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

December 3, 2020

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 three 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.](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.

- To comment in writing, you may submit your written comments to the Board Secretary via email at BMcGowan@oaklandca.gov.

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION FULL BOARD MEETING
December 3, 2020 5:00 PM

Please click the link below to join the webinar:

<https://zoom.us/j/99990359926>

Or iPhone one-tap :

US: +16699006833,,99990359926# or +12532158782,,99990359926#

Or Telephone:

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

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 999 9035 9926
International numbers available: <https://zoom.us/j/99990359926>

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) T19-0412, Aziz v. Maniar
 - b) T19-0423, Wang v. Yin
 - c) L18-0127, Pelly v. Tenant

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, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe 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.: T19-0412
Case Name: Aziz v. Maniar
Property Address: 1200 Lakeshore Avenue, Unit 17F, Oakland, CA
Parties: Morsa Aziz (Tenant)
Jennifer Maniar (Owner Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 28, 2019
Owner Responses filed	November 6, 2019
Administrative Decision Mailed	December 27, 2019
Corrected Administrative Decision Mailed	February 4, 2020
Owner Appeal filed	January 16, 2020 February 24, 2020

000003

T19-0412 REJEL

RECEIVED

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp AUG 28 2019
		RENT ADJUSTMENT PROGRAM OAKLAND 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 MORSA AZIZ	Rental Address (with zip code) 1200 Lakeshore Ave. #17F Oakland, Ca. 94606	Telephone: 510-685-0461 E-mail: morsaaziz@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone: 510-465-2900 Email: 1200lakeshore@sares-regis.com
Property Manager or Management Co. (if applicable) Jennifer Maniar	Mailing Address (with zip code) 1200 Lakeshore Ave Oakland, Ca. 94606	Telephone: 510-834-1200 Email: jennifer@1200Lakeshore.com 1200lakeshore@sares-regis.com

Number of units on the property: #17F

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

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

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

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

(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: 2/1/2011 Initial Rent: \$ 2195.⁰⁰ /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: 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		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>2/1/2019</u>	<u>2/1/2019</u>	<u>\$2638.63</u>	<u>\$2807.74</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>2/1/2019</u>	<u>2/1/2019</u>	<u>\$2447.23</u>	<u>\$2533.50</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

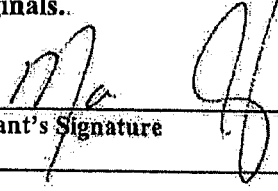
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature

8/26/2019

Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; For more information, please call: (510) 238-3721.

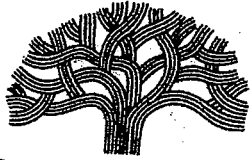
File Review

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

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

- ____ Printed form provided by the owner
____ Pamphlet distributed by the Rent Adjustment Program
____ Legal services or community organization
____ Sign on bus or bus shelter
____ Rent Adjustment Program web site
____ Other (describe): _____

T19-0412 RE/EL



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 AUG 28 AM 10:33

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 MORSA AZIZ	Rental Address (with zip code) 1200 Lakeshore Ave. #17F Oakland Ca. 94606	Telephone: 510-685-0461
Your Representative's Name	Mailing Address (with zip code)	E-mail: morsaaziz@gmail.com
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone: 510-465-2900
Property Manager or Management Co. (if applicable) Jennifer Maniar	Mailing Address (with zip code) 1200 Lakeshore Ave Oakland, Ca. 94606	E-mail: 1200lakeshore@sares-regis.com
Number of units on the property: #17F		Telephone: 510-834-1200
		E-mail: Jennifer@1200Lakeshore.com
		1200lakeshore@sares-regis.com

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

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CITY OF OAKLAND

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Have you ever filed a petition for this rental unit?

- Yes
- No

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

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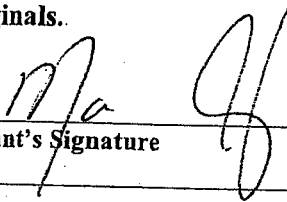
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Please attach documentary evidence if available.

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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.



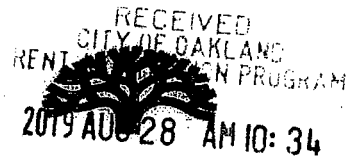
Tenant's Signature

8/26/2019
Date

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

<http://rapwp.oaklandnet.com/about/rap/>



250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Jan-2010	MUST FILL IN D9, D10, D11 and D14	Case No.:		CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Sep-2019		Unit:		
Current rent (before increase and without prior cap. improve-pass-through).	\$2,638.62				
Prior cap. imp. pass-through					
Date calculation begins	1-Jan-2010				
Base rent when calc. begins	\$2,195				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
1/1/2019						
1/1/2018				3.4%	\$ 88.90	\$ 2,703.71
1/1/2017				2.3%	\$ 58.79	\$ 2,614.80
1/1/2016				2.0%	\$ 50.12	\$ 2,556.02
1/1/2015				1.7%	\$ 41.89	\$ 2,505.90
1/1/2014				1.9%	\$ 45.94	\$ 2,464.01
1/1/2013				2.1%	\$ 49.73	\$ 2,418.07
1/1/2012				3.0%	\$ 68.98	\$ 2,368.33
1/1/2011				2.0%	\$ 45.09	\$ 2,299.35
1/1/2010				2.7%	\$ 59.27	\$ 2,254.27
						\$2,195

Calculation of Limit on Increase

Prior base rent	\$2,638.62
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 65.09
Banking this year + base rent	\$ 2,703.71
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 2,703.71

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

200 LAKESHORE APARTMENTS

RECEIVED
CITY OF OAKLAND
RENT APPLICATION PROGRAM
1200 LAKESHORE AVE. OAKLAND, CA 94606
(510) 834-1200 FAX (510) 834-1262
2015 AUG 28 AM 10:34

RESIDENTIAL RENTAL AGREEMENT

1. **INTRODUCTION.** This Residential Rental Agreement (hereinafter "Agreement") is made this 19th day of January at Oakland, California, between 1200 Lakeshore Apartments (hereinafter "Owner") and Morsa Aziz (hereinafter "Tenant") and evidences the terms under which Tenant agrees to rent from Owner the property known and described as: 1200 Lakeshore Avenue, Unit 17F, Oakland, California 94606 (hereinafter "premises").

2. **TERM.** The term of the tenancy shall commence on February 1, 20 11 and shall continue for a period of 12 months ending at noon on January 31, 20 12, and continuing thereafter on a month to month basis until either party shall terminate the tenancy by giving no less than thirty (30) days written notice to the other party, provided, the Owner must comply with the provisions of Measure EE, Just Cause for Eviction in Oakland. Once the tenancy has been established for a period of one year, the owner shall be required to give no less than sixty (60) days written notice.

3. **OCCUPANTS.** The premises shall be occupied only by the persons identified above as "Tenant" and the following named minor dependant persons all of whom shall be deemed residents and subject to the terms and provisions of this Agreement: N/A
No other persons, regardless of age, shall occupy the premises except as guests. Guests may not occupy the premises in excess of fourteen (14) days during any twelve calendar month period, nor may more than two (2) guests occupy the premises at any one time, without the prior written authorization of Owner.

4. **USE.** The premises shall be used exclusively as a residence and Tenant agrees not to use the premises for any commercial or other enterprise at any time during Tenant's occupancy of the premises. Tenant agrees not to permit the premises to be used for any illegal purpose, nor to engage in illegal acts upon the premises or anywhere on the Property.

5. RENT.

(a) Tenant shall pay to Owner rental of \$ 2,195.00 per month due and payable in advance on the first day of each month.

(b) Rent shall be paid to 1200 Lakeshore Apartments, and shall be delivered to the on-site management office at 1200 Lakeshore Apartments or at such other location as Owner shall from time to time designate in writing.

(c) Rent shall be prorated in the event occupancy shall commence on a day other than the first day of the month, for other than a default by Tenant

(d) In the event rent is not paid by 5:00 p.m. on the fifth day of the month, Tenant shall pay a late charge of five percent (5%) of the delinquent amount due. The late charge does not establish a grace period. Owner may make written demand for any rent unpaid on the second day of the month. The late charge shall be reimbursement to Owner for administrative expense incurred by Owner in processing the late payment of rent and for loss of interest and other prospective economic advantage. The late charge shall be in addition to all other remedies available to Owner. Owner and Tenant agree that the charge is presumed to be for the expense incurred and interest lost by Owner because of Tenant's late payment of rent and that it is otherwise impractical or extremely difficult to fix the actual figure.

(e) In the event rent is tendered by check which is, for any reason, dishonored by the maker's financial institution, Tenant shall pay to Owner \$30.00 as reimbursement to Owner for administrative expense in processing such dishonored check. This charge shall be in addition to all other remedies available to Owner. Owner and Tenant agree that the charge is presumed to be the expense incurred by Owner because of Tenant's returned check and that it is otherwise impractical or extremely difficult to fix the actual figure. If Tenant's rent check is returned dishonored by maker's financial institution on more than one occasion, on Owner's written request to Tenant, Tenant shall pay all future rent in cashier's check or money order.

6. **SECURITY DEPOSIT.** Tenant shall pay to Owner upon execution of this Agreement a Security Deposit in the amount of \$ 2,695.00 to secure Tenant's obligations hereunder.

(a) Owner may, but shall not be obligated to, apply all or part of Security Deposit on account of Tenant's obligations hereunder.

Initials: MA

Initials: _____

◆1200 Lakeshore◆

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
Storage Agreement
2019 AUG 28 AM 10:34

Your storage space will be located in Storage Room: A, Space: # 14. The storage units are accessible by signing a key out with the door attendant at the front desk between the hours of 9am and 9pm.

Please remember to lock the door every time you exit the storage rooms. Storage units may be used to store luggage, holiday decorations, vacation gear, etc. There are to be NO hazardous materials stored in these units (i.e. gasoline, paint, paint thinner, etc.). Tenants must provide their own lock for their individual storage space and remember to include any valuable items that you are storing in your renters insurance policy.

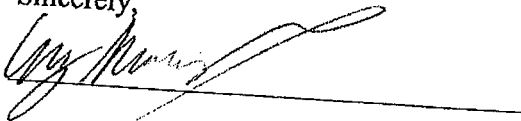
1200 Lakeshore Management is not liable for any stolen items or for any items damaged by water. We recommend placing belongings on a wooden pallet and covering them with plastic in the unlikely event of a plumbing leak within the storage area. Please note that if the storage room key is lost or misplaced, you will be charged \$100 to change the lock and key.

Additionally, tenant is to pay a monthly storage rental fee of \$50.00 per month due on the 1st of every month, beginning March 1, 2011 until possession of the storage facility is returned to Lakeshore office and or until tenant has vacated 1200 Lakeshore Avenue.
April

IMPORTANT: Please do not place any items in any other storage unit than that assigned to you. If you have any questions about the status of another unit please consult the office for details. Unauthorized items inside or outside of storage units are subject to removal &/or disposal.

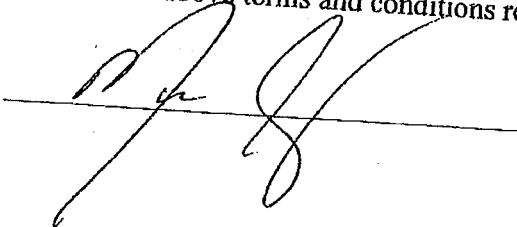
Should you decide that you no longer need storage, please contact the office at 510-834-1200 as soon as possible as storage is limited.

Sincerely,



1200 Lakeshore Management Date

I, Morsa Aziz (please print full name) have read and agree to the above terms and conditions regarding 1200 Lakeshore Storage.



4/1/2011

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RENTAL ADJUSTMENT PROGRAM
1200 LAKESHORE

LUXURY APARTMENT 209 AUG 28 AM 10:34

NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Apt 17F
Oakland, CA 94606

This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present rent on your unit is \$2,307.00 per month. The annual CPI increase rate effective July 1, 2014 through June 30, 2015 is 1.9%. Your base rent will increase by \$43.83 per month.

Your new rent will be \$2,350.00 (amount rounded) per month beginning August 1, 2014. (This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent). In addition to your rent, storage is charged in the amount of \$50.00 per month, for a total remittance of \$2,400.00 per month.

6/24/14
Date

Amy Marshall
Amy Marshall
Property Manager

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

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13. PROHIBITION AGAINST ASSIGNMENT OR SUBLETTING. Except as provided in Section 8.22.360 (A) (2) of the Oakland Municipal Code (Just Cause for Eviction), Tenant shall not assign, transfer, mortgage or hypothecate this Rental Agreement in whole or in part or any interest therein, nor shall Tenant sublease or sublet the premises or any part or portion thereof, either voluntarily or by operation of law. In the event Tenant shall attempt to assign, transfer or hypothecate this Agreement or any interest therein or in the event Tenant shall sublet the whole or any part of the premises, then at the option of Owner, Owner's successors and/or assigns, this Agreement shall immediately terminate. If Owner should consent to one assignment or subletting, such consent shall not be deemed a consent to any subsequent assignment or subletting. The acceptance of rent by Owner from Tenant or from any other person or entity after a purported assignment or subletting shall not be deemed a waiver by Owner of any provision herein. Should Owner allow a sublet or assignment, the subtenant or assignees shall vacate the rental unit at such time as the Tenant no longer resides at the property as his/her principal place of residence. The Owner may, but is not required to do so, offer to rent the unit to the subtenant or assignees. If that occurs, a vacancy is deemed to have been established and the Owner may set a new initial rent under the provisions of California law regarding vacancy decontrol.

14. PROHIBITED PURPOSES AND OTHER RESTRICTIONS. Tenant shall not use the premises or the common areas of which the premises may be a part for any purpose prohibited by the laws of the United States or by the law or ordinances of the State of California and the County and/or City or other municipality in which the premises are situated, whether now in force or hereafter enacted, including but not limited to all police, fire and sanitary regulations. Tenant shall not maintain, keep, or allow to be kept or maintained upon the premises any item, or permit any acts to be done which will cause an increase in the rate of insurance upon or which shall endanger the premises.

15. HOUSE RULES/COVENANTS, CONDITIONS AND RESTRICTIONS. Tenant agrees to abide by any and all such house rules, covenants, conditions and restrictions, bylaws or other such documents, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas.

16. NOTICE OF DISREPAIR. Tenant shall, upon discovery, immediately advise Owner, in writing, of any condition on the premises which adversely affects the habitability thereof. Failure to so notify Owner shall be deemed an admission that such condition does not adversely affect the habitability of the premises.

17. PETS. No pets shall be brought on the premises without the prior written consent of Owner. In the event such consent is obtained, Tenant agrees to keep such pet restrained or leashed at all times, to keep such pet quiet so as not to disturb any neighbors, and to keep the premises clean and odorless at all times, and to ensure that the pet is not a danger or threat of danger to other tenants, guests, or other persons on the premises of the building.

18. CONDITION OF PREMISES.

(a) Tenant has thoroughly examined the premises and all personal property situated therein which may be part of the rental, including, but not limited to, the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot water and cold water supply, building grounds and appurtenances, and accepts the same "as is," and acknowledges that the same are in good, clean and sanitary order, condition and repair, unless noted to the contrary in this Agreement. If Tenant discovers any condition that is not in good repair, Tenant shall notify Owner within five (5) days of taking possession, otherwise the aforementioned acknowledgement that the premises are in good repair shall be conclusively presumed.

(b) Tenant acknowledges by taking possession of the premises that no statement or representation herein expressed as to past, present or future condition or repair thereof, or of any building or common area of which the premises are a part, have been made by or on behalf of Owner unless noted to the contrary in this Agreement. By taking possession, Tenant acknowledges that the premises are ready for occupancy and in good and sanitary order, condition and repair.

(c) Tenant shall at all times, at Tenant's own expense, maintain the premises, its equipment and contents, in reasonable clean, sanitary and neat condition and repair. All refuse and garbage shall be deposited by Tenant in the appropriate receptacles as may be provided by Owner or as provided by Tenant. Tenant shall be responsible for disposing of articles of a size or nature not acceptable by the rubbish hauler for the premises. Tenant shall be responsible for damages caused by conduct of Tenant and Tenant's family and invitees, including the cost of repair of said damages.

(d) Upon termination of the Tenancy, Tenant shall return the premises to Owner in as good order, condition and repair as when received, reasonable wear and tear excepted, and free of all of Tenant's personal property, trash and

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28. DAMAGES TO PREMISES. If the premises are so damaged by fire or other casualty as to render the premises untenable, then either party shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such fire or casualty event, except that should damage or destruction occur as the result of the abuse or negligence of Tenant or Tenant's family or invitees, then Owner only shall have the right to terminate this Agreement. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent shall be refunded to Tenant accordingly.

29. CONSENT OF OWNER. Wherever in this Agreement Owner is expressly required to give consent or approval, such consent or approval may be given or withheld in the sole and absolute discretion of Owner unless otherwise expressly stated. In no event, shall Owner be responsible in monetary damages for such failure to give consent unless said consent is withheld maliciously or in bad faith.

30. DEATH OF TENANT. In the event of the death of Tenant before the expiration of the term of this Agreement, this Agreement shall terminate at the end of the month next following the date of receipt by Owner of written notice thereof, or the surrender of the premises to Owner, whichever is earlier.

31. HOLDING OVER. Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days' written notice or, when applicable, sixty (60) days written notice, to the extent permitted by Oakland Measure EE, Just Cause for Eviction.

32. VEHICLE PARKING. Any vehicle belonging to Tenant or Tenant's guests or invitees shall be parked only in areas assigned for such purpose. Tenant shall keep such location clean of oil drippings and shall not repair any motor vehicle of Tenant or Tenant's guests or invitees on the premises. No disabled or inoperative vehicle shall be parked on the premises or on the street adjacent to the premises for any longer than ten (10) days in any thirty (30) day period. Owner shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Tenant and/or Tenant's guests or invitees. Failure of Tenant or Tenant's guests or invitees to follow house rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner.

33. GUARANTOR. In the event Tenant's obligations under this Agreement are guaranteed, under a separate guarantee agreement, the filing of a petition in bankruptcy by the guarantor shall constitute a breach of this agreement and a default hereunder in the event Tenant does not supply to Owner within ten (10) days after written demand from Owner to Tenant a substitute guarantor satisfactory to Owner.

34. SEWER DRAIN STOPPAGE. In the event that any sewer drain stoppage occurs and such stoppage is a result of misuse of said sewer drains by Tenant, all plumbing expenses associated with the repair of said sewer drain shall be the responsibility of Tenant which such expense shall be either paid by Tenant directly or, at the option of Owner if Owner makes such payment, Tenant shall reimburse Owner for Owner's payment of such expense within fifteen (15) days after written notice sent by first class mail from Owner to Tenant setting forth the amount of such expense and a copy of the repair invoice.

35. SMOKE DETECTORS.

(a) The premises are equipped with 3 smoke detection device(s).

(b) Said device(s) was tested and was in proper working order on January 3, 2011 and the operation of the device(s) was explained to the undersigned by the Owner or the Owner's agent.

(c) The undersigned shall test the device(s) no less than one time per week to insure, and shall be responsible for confirming the proper operating function of the device in accordance with the manufacturer's recommended instructions which have been explained to the undersigned.

(d) By initializing this space MA, the undersigned acknowledges that the device(s) is battery operated and that the undersigned shall be solely responsible to insure that the battery is in operating condition at all times, to replace the battery as needed and/or to inform the Owner of the Owner's authorized agent immediately in writing if the unit for any reason is not operating or has not operated under any condition.

36. RATIONING OF UTILITIES. To the extent that Owner provides to Tenant any utility without charge, including, but not limited to water, Owner only agrees to provide a reasonable quantity of said utility and Tenant agrees to pay for any excessive or unreasonable use of said utility. If any utility is rationed, in any respect by any state, regional or local agency

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1200 LAKESHORE APARTMENTS

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RENT ARBITRATION PROGRAM

1200 LAKESHORE AVENUE, OAKLAND, CA 94606
(510) 834-1200 • FAX (510) 834-1262

RESIDENTIAL RENTAL AGREEMENT

1. **INTRODUCTION.** This Residential Rental Agreement (hereinafter "Agreement") is made this 19th day of January at Oakland, California, between 1200 Lakeshore Apartments (hereinafter "Owner") and Morsa Aziz (hereinafter "Tenant") and evidences the terms under which Tenant agrees to rent from Owner the property known and described as: 1200 Lakeshore Avenue, Unit 17F, Oakland, California 94606 (hereinafter "premises").

2. **TERM.** The term of the tenancy shall commence on February 1, 20 11 and shall continue for a period of 12 months ending at noon on January 31, 20 12, and continuing thereafter on a month to month basis until either party shall terminate the tenancy by giving no less than thirty (30) days written notice to the other party, provided, the Owner must comply with the provisions of Measure EE, Just Cause for Eviction in Oakland. Once the tenancy has been established for a period of one year, the owner shall be required to give no less than sixty (60) days written notice.

3. **OCCUPANTS.** The premises shall be occupied only by the persons identified above as "Tenant" and the following named minor dependant persons all of whom shall be deemed residents and subject to the terms and provisions of this Agreement: N/A
No other persons, regardless of age, shall occupy the premises except as guests. Guests may not occupy the premises in excess of fourteen (14) days during any twelve calendar month period, nor may more than two (2) guests occupy the premises at any one time, without the prior written authorization of Owner.

4. **USE.** The premises shall be used exclusively as a residence and Tenant agrees not to use the premises for any commercial or other enterprise at any time during Tenant's occupancy of the premises. Tenant agrees not to permit the premises to be used for any illegal purpose, nor to engage in illegal acts upon the premises or anywhere on the Property.

5. RENT.

(a) Tenant shall pay to Owner rental of \$ 2,195.00 per month due and payable in advance on the first day of each month.

(b) Rent shall be paid to 1200 Lakeshore Apartments, and shall be delivered to the on-site management office at 1200 Lakeshore Apartments or at such other location as Owner shall from time to time designate in writing.

(c) Rent shall be prorated in the event occupancy shall commence on a day other than the first day of the month, for other than a default by Tenant

(d) In the event rent is not paid by 5:00 p.m. on the fifth day of the month, Tenant shall pay a late charge of five percent (5%) of the delinquent amount due. The late charge does not establish a grace period. Owner may make written demand for any rent unpaid on the second day of the month. The late charge shall be reimbursement to Owner for administrative expense incurred by Owner in processing the late payment of rent and for loss of interest and other prospective economic advantage. The late charge shall be in addition to all other remedies available to Owner. Owner and Tenant agree that the charge is presumed to be for the expense incurred and interest lost by Owner because of Tenant's late payment of rent and that it is otherwise impractical or extremely difficult to fix the actual figure.

(e) In the event rent is tendered by check which is, for any reason, dishonored by the maker's financial institution, Tenant shall pay to Owner \$30.00 as reimbursement to Owner for administrative expense in processing such dishonored check. This charge shall be in addition to all other remedies available to Owner. Owner and Tenant agree that the charge is presumed to be the expense incurred by Owner because of Tenant's returned check and that it is otherwise impractical or extremely difficult to fix the actual figure. If Tenant's rent check is returned dishonored by maker's financial institution on more than one occasion, on Owner's written request to Tenant, Tenant shall pay all future rent in cashier's check or money order.

6. **SECURITY DEPOSIT.** Tenant shall pay to Owner upon execution of this Agreement a Security Deposit in the amount of \$ 2,695.00 to secure Tenant's obligations hereunder.

(a) Owner may, but shall not be obligated to, apply all or part of Security Deposit on account of Tenant's obligations hereunder.

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(b) Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent.

(c) If Tenant fails to repair any damage to the premises, including furniture and appliances, or any part of the common areas of which the premises are a part, caused by Tenant or Tenant's invitees through lack of ordinary care, for a period of greater than thirty (30) days after written demand to make such repairs is served on Tenant by Owner, then Owner may appropriate and apply such portion of the Security Deposit as may reasonably be necessary to fund such repair.

(d) In the event of termination of this Agreement or the tenancy for any reason, Tenant does not vacate the premises in as good a condition as when received by Tenant from Owner, reasonable wear and tear excepted, then Owner may appropriate and apply any portion of the Security Deposit as may be reasonably necessary to put the premises in such condition.

(e) In the event of termination of this Agreement or incident to any action or proceeding to enforce this Agreement, its terms and conditions, it becomes necessary for Owner to obtain the services of sheriffs, marshals, moving and storage firms, or other third party services (excluding Landlord's attorneys fees) to secure full possession of the premises, Owner may appropriate and apply any portion of the security deposit as may be reasonably necessary to fund such services.

(f) None of the above shall prevent or limit Owner from bringing suit to recover from Tenant any and all funds for such costs and expenses incurred by Owner which may exceed the amount of the Security Deposit.

(g) Owner may apply the security deposit to remedy defaults by the Tenant in any obligation under this Agreement to restore, replace or return personal property appurtenances, exclusive of ordinary wear and tear.

(h) Tenant agrees to restore the Security Deposit to its original amount should resort to such funds be required by Owner during the period of this Agreement.

(i) Owner may use security deposit for any other purpose allowed by California laws.

7. UTILITIES. Tenant shall be responsible for the payment of all utilities and services except Trash Disposal, Water, and Heat, which shall be paid by Owner.

8. POSTPONED DELIVERY OF POSSESSION. If Owner is unable to deliver possession of the premises on the above commencement date for any reason, Owner shall not be subject to any liability nor shall the validity of this Agreement be affected nor the term of this Agreement be extended, but under such circumstances, the rent hereunder shall not commence until the possession of the premises is delivered; provided, however, that in the event possession of the premises is not delivered by Owner to Tenant within thirty (30) days following the above commencement date, then at any time after the thirty (30) day period and prior to tender by the Owner of possession, Tenant may terminate this Agreement by written notice to Owner, and thereupon all rights and obligations hereunder of both parties shall cease.

9. RENTAL APPLICATION. Tenant's application to rent is specifically incorporated herein and made a part hereof. If the application shall contain any misrepresentation, Owner may, in addition to all other remedies, treat such representation as a default hereunder and terminate all rights of Tenant hereunder. Misrepresentations in a rental application are and shall be deemed to be a material breach of the rental agreement.

10. JOINT AND SEVERAL OBLIGATION. It is expressly understood that this Agreement is between Owner and each signatory individually, jointly and severally, including cosigners. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and for complying with all of the terms and provisions of this Agreement, regardless of whether a signatory has vacated possession of the premises.

11. RESPONSIBILITY FOR GUESTS AND INVITEES. Tenant hereby accepts responsibility for Tenant's guests and invitees in and about the premises to respect the privacy and comfort of other tenants and neighbors.

12. TERMINATION PROCEDURE. Upon termination, Tenant shall:

- (a) Completely vacate the premises, including any storage or other areas which the Tenant may be occupying;
- (b) Deliver all keys and personal property furnished to Tenant during the term of the Agreement to Owner in good, clean and sanitary condition, reasonable wear and tear excepted;
- (c) Leave Tenant's forwarding address with Owner to make such security deposit notification, accounting and/or refund as may be required by law;
- (d) Owner shall comply with California law regarding pre-move out inspections.

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debris. Burns, stains, holes or tears of any size or kind in the carpeting, drapery or walls, among other conditions, do not constitute reasonable wear and tear.

19. ALTERATIONS. Tenant shall not paint paper, change locks, install lighting fixtures, display signs or exhibits publicly except as specifically permitted by law, or otherwise redecorate or make alterations to the premises without the written consent of Owner. Any additions to or alterations of the premises shall become at once a part of the premises and belong to the Owner unless the Owner gives Tenant written notice to remove some or all of such additions or alterations in which event Tenant shall cause the item so designated to be removed and the premises to be restored to its original condition, at the expense of Tenant.

20. WASTE AND NUISANCE. Neither Tenant nor Tenant's family and invitees shall commit any waste upon the premises or cause any nuisance or act which shall disturb the quiet enjoyment of any other Tenant in the building or buildings of which the premises may be a part or of neighbors of surrounding properties.

21. LIQUID-FILLED FURNITURE AND AQUARIUMS. Tenant shall not have a waterbed or other liquid-filled furniture or aquarium over ten (10) gallons on the premises without the prior written consent of Owner.

22. SMOKING. Owner does not provide or guarantee a smoke-free environment and smoking is permitted in individual units. Smoking is prohibited in common areas per the Resident Handbook and in areas where prohibited by State and Local law. Owner encourages Tenants who smoke to be respectful of their neighbors.

23. QUIET ENJOYMENT. Tenant agrees not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident. Tenant is responsible for the conduct of guests or invitees while they are on the Property. Violation of this provision may result in the immediate termination of this Agreement as provided in this Agreement and by law.

24. INSURANCE. Owner will not insure Tenant for any personal injury or property damage, including that caused by the act or omission of any other tenant or third party or by any criminal act or activity, war, riot, insurrection, fire or act of God. Tenant shall obtain and pay for such insurance coverage as Tenant deems necessary to protect Tenant from any such loss or expense.

25. ENTRY. Owner or Owner's agents and employees or contractors, may enter the premises as follows:

- (a) In the case of emergency or upon Court order;
- (b) When the Tenant has abandoned or surrendered the premises;
- (c) To make necessary or agreed upon repairs, decorations, alterations or improvements;
- (d) To supply necessary or agreed upon services;
- (e) To exhibit the premises to prospective or actual purchasers, lenders, tenants, workmen or contractors.

Except in the case of an emergency or upon Court order, Tenant shall be given reasonable notice of Owner's intent to enter with entrance during normal business hours from 8:00a.m. until 6:00p.m., Monday through Saturday, holidays excepted. Twenty-four hours shall be presumed to be reasonable notice and Owner may enter premises with or without Tenant being present as authorized by California law.

26. INDEMNIFICATION. Owner shall not be liable for any damage or injury to Tenant or any other person or to any property which may occur on the premises or any part thereof or on the common area of which the premises are a part, unless such damage is the proximate result of the negligence or unlawful act of Owner or Owner's agents and employees. Tenant agrees to indemnify Owner against claims resulting from any injury or damage to any person other than Tenant or to the property of such other persons resulting from the failure of Tenant to maintain and repair the premises under this Agreement.

27. ESTOPPEL CERTIFICATE. Within ten (10) days after written notice, Tenant agrees to execute and deliver a certificate as submitted by Owner acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.

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47. NON-DISCRIMINATION. There shall be no discrimination against or segregation on the basis of account of race, creed, religion, sex, sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry, disability, or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the residents, lessees, subtenants, sub-lessees or vendees of the premises.

48. REGISTERED SEX OFFENDER DISCLOSURE NOTICE: The following notice is provided pursuant to Section 2079.10a of the California Civil Code. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. MA
(Initial)

49. ATTACHMENTS/ADDENDA. Tenant acknowledges receipt of the following attachments listed in this section, which are incorporated into and made part of this Agreement. Tenant agrees to abide by said attachments in all respects. Any failure to comply with any of the attachments shall be deemed a breach of this Agreement.

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Addendum I | <input checked="" type="checkbox"/> 9. Special Care Instructions |
| <input checked="" type="checkbox"/> 2. Resident Handbook / Rules & Regulations | <input checked="" type="checkbox"/> 10. Storage Agreement |
| <input checked="" type="checkbox"/> 3. City of Oakland Rent Adjustment Program | <input checked="" type="checkbox"/> 11. Disclosure Regarding Lead Based Paint |
| <input checked="" type="checkbox"/> 4. Renter's Insurance | <input checked="" type="checkbox"/> 12. Maintenance Request Agreement |
| <input checked="" type="checkbox"/> 5. Package Service Agreement | <input checked="" type="checkbox"/> 13. Building Pre-Emergency Summary Notice |
| <input checked="" type="checkbox"/> 6. Asbestos Containing Building Maintenance | <input checked="" type="checkbox"/> 14. PG&E Request for Service |
| <input checked="" type="checkbox"/> 7. Pet Agreement | <input checked="" type="checkbox"/> 15. Proposition 65 Warning Questions & Answers |
| <input checked="" type="checkbox"/> 8. Mold & Mildew | |

The undersigned Tenant acknowledges having read and understood the foregoing and having received a duplicate original of this Agreement.

TENANT:

OWNER:

[Signature]

[Signature]
Edward Y. Hammonds, Asset Manager
1200 Lakeshore Apartments

Dated: 1/20/2011

Dated: 1/20/11

Dated: _____

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[Signature]

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regulating that utility, excessive or unreasonable use shall be deemed that usage level which results in a penalty or excess use fee. In the event the utility is shared by more than one unit in a building or buildings of which the premises are a part and there is a common metering or distribution system, Tenant shall pay a share of the charge for such excessive or unreasonable use in proportion to the number of units using the utility.

37. TIME. Time is of the essence of this Agreement.

38. MANAGEMENT. In the event this Agreement is signed by, or in the event a Tenant pays the rent to, a property manager, property management company or other agent of Owner, such person, persons or entity shall be considered as Owner of the premises and shall be authorized to prosecute actions in said agent's, property manager's or said property management company's name without joining the title Owner as plaintiff.

39. SEVERABILITY. If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement will remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by the applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

40. BREACH. The violation of any of the provisions of this Agreement or of the house rules as may be applicable, including the non-payment of any rent when due, shall be a breach of this Agreement and sufficient cause for eviction from the premises upon proper written notice.

41. ATTORNEY'S FEES AND COSTS. If any legal action or proceeding is brought by the Owner or Tenant to enforce any of the terms of this agreement, the parties shall bear their own costs and attorney's fees or related legal costs shall not be awarded to the prevailing party.

42. NOTICES. Any notice which either party may give or is required to give, may be given by mailing same, postage prepaid, to Tenant at the premises or to Owner at the building management office, or at such other place as may be designated in writing by the parties from time to time.

43. ENTIRE AGREEMENT. The foregoing along with exhibits attached hereto (see below) constitutes the entire Agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. This Agreement may be modified only by a written modification signed by both parties. Further, Tenant represents that he has relied on Tenant's own judgment, experience and expertise in entering into this Agreement with Owner or on the advice and counsel of others on his behalf but has not relied upon any expertise, judgment or recommendations by Owner.

44. PROPOSITION 65 WARNING. The premises as well as the common areas in and around the Property contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information on specified exposures is available at www.prop65apt.org and California Health & Safety Code Section 25249.

45. EVENTS OF DEFAULT. Tenant shall be guilty of default and material breach of this Agreement if Tenant: a) fails to pay any rent or other sums payable under this Agreement on the date it becomes due; b) defaults in the performance of or breach of any other provision, term, or condition of this Agreement; c) vacates or abandons the premises before the expiration of the full term of this Agreement or any extension of the term; d) permits the leasehold interest of Tenant to be levied upon or attached by process of law; or e) makes an assignment for the benefit of creditors.

46. WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising under this Agreement shall not be deemed a waiver of Owner's right subsequently to enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late or incomplete payment(s) on one or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent or to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

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Morsa Aziz

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To Whom it May Concern,

I am a tenant in a Rent Control Building, 1200 Lakeshore Apts. I am filling a petition against my landlord and building management of the 1200 Lakeshore Apts., Oakland, Ca. 94606. I have signed a lease agreement and moved in on 2/1/2011 starting rent rate at \$2,195.00 including \$50.00 per month for storage. Please see attached copy of the original Lease Agreement including Storage Agreement.

On August of 2018 I had an approval from previous Apartment manager to change my old and stained carpet on my cost. As I started the flooring change process, again the management changed. Since 2011 this is the 5th management the 1200 Lakeshore Apts have gone through. The new management stopped my flooring project and they referred me to their Team of Attorneys, this process took over 1 month of delays and stress to me, finally 1200 Lakeshore attorney advised them to allow me and make the floor changes as I have the right as long as I am occupying the unit. Soon after I was serviced with 3 days eviction for none payment of \$1,477.14 which I paid immediately since I was exhausted from challenging me about the floors. Later I found out they can't give 3 day eviction notice for non-rent default. They are demanding the storage is \$100 per month even though I have a signed agreement showing \$50 per month for storage. The current management has been harassing me and finding excuses to increase my rent and push me to leave to rent my unit to the market rent rate. I like to be reimbursed for the storage fees that I over paid including the \$1,477.14.

Please help and set this straight
Morsa Aziz

◆ 1200 Lakeshore ◆

Storage Agreement

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2019 AUG 28 AM 10:34
Space: # 14

Your storage space will be located in Storage Room: A, Space: # 14. The storage units are accessible by signing a key out with the door attendant at the front desk between the hours of 9am and 9pm.

Please remember to lock the door every time you exit the storage rooms. Storage units may be used to store luggage, holiday decorations, vacation gear, etc. There are to be NO hazardous materials stored in these units (i.e. gasoline, paint, paint thinner, etc.). Tenants must provide their own lock for their individual storage space and remember to include any valuable items that you are storing in your renters insurance policy.

1200 Lakeshore Management is not liable for any stolen items or for any items damaged by water. We recommend placing belongings on a wooden palette and covering them with plastic in the unlikely event of a plumbing leak within the storage area. Please note that if the storage room key is lost or misplaced, you will be charged \$100 to change the lock and key.

Additionally, tenant is to pay a monthly storage rental fee of \$50.00 per month due on the 1st of every month, beginning March 1, 2011 until possession of the storage facility is returned to Lakeshore office, and or until tenant has vacated 1200 Lakeshore Avenue. April

IMPORTANT: Please do not place any items in any other storage unit than that assigned to you. If you have any questions about the status of another unit please consult the office for details. Unauthorized items inside or outside of storage units are subject to removal &/or disposal.

Should you decide that you no longer need storage, please contact the office at 510-834-1200 as soon as possible as storage is limited.

Sincerely,

[Signature] 4/1/2011
1200 Lakeshore Management Date

I, Morsa Aziz (please print full name) have read and agree to the above terms and conditions regarding 1200 Lakeshore Storage.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

February 25, 2011

2019 AUG 28 AM 10:34

Morsa,

Please sign and return one copy. I'll return a fully executed copy for your records. Your storage space is A14 – located on the second floor near the laundry room. We have some extra pallets if you want to put one on the floor of the storage space but I couldn't get that part for you until tomorrow. Just let me know.

Note: when you go into the storage room if you push the door all the way open, there is a latch that will catch and hold the door open for you. If you let the door close behind you while in the storage room, the lock is one of those that you have to turn all the way to open and then turn the door handle. It's not difficult but can be startling if you don't know about ahead of time!

You provide your own lock. The key to the storage room is available at the front desk.

Amy

000023

THREE DAY NOTICE TO PAY RENT OR QUIT

(Code Of Civil Procedure Section 1161 (2))
(Oakland Municipal Code Section 8.22.360)

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

TO: Morsa Aziz and All Unknown Occupants

2019 AUG 28 AM 10:34

PLEASE TAKE NOTICE that the rent has not been paid for the below described premises and the total sum in the amount of \$2,807.74 for the rental period of Feb. 2019 is now past due. Please note that this does not include any current late or miscellaneous fees.

WITHIN THREE DAYS of the date of service of the Notice upon you, you are required to pay said rent or, in the alternative, to quit and deliver up possession of said premises. (Oakland Municipal Code Section 8.22.360 A.1)

SHOULD YOU FAIL to pay the rent or deliver up possession of the premises within said three day period, your landlord will institute legal proceedings to evict you from said premises, to declare a forfeiture of the lease or rental agreement by which you hold possession of said premises, and to recover all unpaid rent, unlawful detainer damages, attorney's fees, and Court costs, according to the terms of your Lease or Rental Agreement.

SAID PREMISES ARE DESCRIBED AS FOLLOWS:

Address: 1200 Lakeshore Ave. #17F City: Oakland County: Alameda State: California

PAYMENT SHOULD BE DELIVERED TO:

Lakeshore Office Staff
1200 Lakeshore Ave., Office Suite
Oakland, CA 94606
PHONE NUMBER: (510) 834-1200

**** MAKE PAYMENTS PAYABLE TO: 1200 LAKESHORE APARTMENTS ****

PAYMENT MAY BE MADE IN THE CHECKED METHOD BELOW:

√ By personal delivery; the usual days and hours when available to accept payment are Tuesday thru Friday, between the hours of 9:00a.m to 6:00p.m. and Saturday 10:00a.m to 4:00p.m.

* The rent payment may also be placed into the rent drop box located in the lobby after office hours.

Advice regarding this notice may be found by contacting the Oakland Rent Board. This notice complies with Oakland Municipal Code Section 8.22.360 B 2. Collection of past due rent is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession.

Dated: 2/13/19

By: _____

LANDLORD (or Agent)

CC: Rent Adjustment Board * PO Box #70243 * Oakland, CA 94610-0243

000024



RECEIVED
CITY OF OAKLAND
RENT ARBITRATION

DISSEMINATED
2017 AUG 28 AM 10:34

NOTICE OF RENT INCREASE

Tenant (s) Names (s): Morsa Aziz,

Street Address: 1200 Lakeshore Avenue, Apt. 17F
Oakland, CA 94606

This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present rent on your unit is \$2,447.21 per month. The annual CPI increase rate effective July 1, 2017 is 2.3%. Your base rent will increase by \$56.29 per month.

Your new rent will be \$2,503.50 per month beginning August 1 2017. (The date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent). In addition to your rent, the storage fee is charged in the amount of \$100.00 per month, for a total remittance of \$2,603.50 per month.

8/22/17

Date

Agent for Owner

See "Notice of Tenants of Residential Rent Adjustment Program" on reverse side of this notice.



RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 AUG 28 AM 10:35

Feb. 15, 2019

**Ms. Morsa Aziz
1200 Lakeshore Avenue, #17F
Oakland, Ca. 94606**

Re: Balance Due

Dear Ms. Aziz,

Please be advised that you still have a balance on your account in the amount of \$248.55. I am enclosing a copy of your ledger for review, just look at the last page for a break down of how this balance was derived. You will need to bring in payment in full prior to 02/25/19 in order to avoid additional fees.

Your courtesy and cooperation regarding this matter is greatly appreciated.

Sincerely,


**Jennifer Maniar
Community Manager**

000026

Resident Ledger

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 AUG 28 AM 10: 35



Date: 02/15/2019

Code	mor17f	Property	lak	Lease From	02/01/2011
Name	Morsa Aziz	Unit	17F	Lease To	07/31/2012
Address	1200 Lakeshore Avenue #17F	Status	Current	Move In	02/01/2011
		Rent	2588.62	Move Out	
City	Oakland, CA 94606	Phone (H)	(510) 685-0461	Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
01/25/2011		chk# 153 Feb rent + deposit Reversed by ctrl#44684		4,990.00	(4,990.00)	<u>44535</u>
01/27/2011	nsf	Returned check charge	30.00		(4,960.00)	<u>47136</u>
01/27/2011		chk# 153 NSF receipt Ctrl# 44535 NSF ck 153		(4,990.00)	30.00	<u>44684</u>
02/01/2011	deposit	Deposit	500.00		530.00	<u>46891</u>
02/01/2011	rent	Rent for 30 days	2,195.00		2,725.00	<u>46892</u>
02/01/2011	gymkey	Gym Key Deposit	50.00		2,775.00	<u>46893</u>
02/01/2011	remote	Remote Control Deposit	50.00		2,825.00	<u>46894</u>
02/01/2011	deposit	extra deposit	2,195.00		5,020.00	<u>46895</u>
02/03/2011		chk# 431778024 replacement for nsf		4,990.00	30.00	<u>44769</u>
02/05/2011	depfort	granite & cabinets per addendum II	2,195.00		2,225.00	<u>48568</u>
02/05/2011	depfort	Reverse Cabinet Charge	(2,195.00)		30.00	<u>48569</u>
02/05/2011	deposit	Granite & cabinet payment per addendum II	(2,195.00)		(2,165.00)	<u>48570</u>
03/01/2011	rent	Rent (03/2011)	2,195.00		30.00	<u>47434</u>
03/01/2011	concess	Less: Concessions (03/2011)	(2,195.00)		(2,165.00)	<u>47435</u>
03/09/2011	ptelec	electricity thru 3/8/11	20.43		(2,144.57)	<u>47587</u>
04/01/2011	ptrent	City of Oakland Rent Fee	15.00		(2,129.57)	<u>47745</u>
04/01/2011	rent	Rent (04/2011)	2,195.00		63.43	<u>47981</u>

000027

04/04/2011		chk# 16 April rent		2,245.00	(2,179.57)	45484
04/20/2011	ptelec	electricity to 4/6/11	22.80		(2,156.77)	48190
05/01/2011	rent	Rent (05/2011)	2,195.00		38.23	48369
05/04/2011		chk# 173 May rent Reversed by ctrl#46085		2,245.00	(2,206.77)	46015
05/06/2011		chk# 173 NSF receipt Ctrl# 46015 NSF ck		2,245.00		46085
05/11/2011	nsf	ret ck # 173	30.00		68.23	48469
05/17/2011		chk# 431129929 May rent		2,280.00	(2,211.77)	46105
05/23/2011	rent	Charge for Ganite & Cabinets upgrade per Addendum II	2,195.00		(16.77)	48576
06/01/2011	rent	Rent (06/2011)	2,195.00		2,178.23	48735
06/01/2011	storinc	Storage Income (06/2011)	50.00		2,228.23	48736
06/06/2011		chk# 432682231 June rent		2,245.00	(16.77)	46475
07/01/2011	rent	Rent (07/2011)	2,195.00		2,178.23	49176
07/01/2011	storinc	Storage Income (07/2011)	50.00		2,228.23	49177
07/06/2011		chk# 432682768 July rent		2,245.00	(16.77)	46907
08/01/2011	rent	Rent (08/2011)	2,195.00		2,178.23	49557
08/01/2011	storinc	Storage Income (08/2011)	50.00		2,228.23	49558
08/10/2011		chk# 181 August rent		2,245.00	(16.77)	47344
09/01/2011	rent	Rent (09/2011)	2,195.00		2,178.23	49938
09/01/2011	storinc	Storage Income (09/2011)	50.00		2,228.23	49939
09/08/2011	late	september late fee	111.41		2,339.64	50032
09/15/2011		chk# 183 September rent		2,357.55	(17.91)	47685
10/01/2011	rent	Rent (10/2011)	2,195.00		2,177.09	50248
10/01/2011	storinc	Storage Income (10/2011)	50.00		2,227.09	50249
10/10/2011		chk# 185 October rent		2,357.55	(130.46)	48081
11/01/2011	rent	Rent (11/2011)	2,195.00		2,064.54	50586
11/01/2011	storinc	Storage Income (11/2011)	50.00		2,114.54	50587
11/11/2011	late	November late	109.75		2,224.29	50677
11/11/2011		chk# 189 november rent and late		2,357.55	(133.26)	48461
12/01/2011	rent	Rent (12/2011)	2,195.00		2,061.74	50896
12/01/2011	storinc	Storage Income (12/2011)	50.00		2,111.74	50897
01/01/2012	rent	Rent (01/2012)	2,195.00		4,306.74	51248
01/01/2012	storinc	Storage Income (01/2012)	50.00		4,356.74	51249
01/03/2012		chk# 193 January rent Reversed by ctrl#49205		2,357.55	1,999.19	49027
01/05/2012	nsf	Returned check charge	30.00		2,029.19	51335
01/05/2012		chk# 193 NSF receipt Ctrl# 49027 NSF ck#193		(2,357.55)	4,386.74	49205
01/10/2012	late	late fee	109.75		4,496.49	51336
01/12/2012		chk# 434010026 January rent		2,245.00	2,251.49	49219
01/27/2012		chk# 434010235 January replacement cashier's check		2,245.00	6.49	49284
02/01/2012	rent	Rent (02/2012)	2,195.00		2,201.49	51551
02/01/2012	storinc	Storage Income (02/2012)	50.00		2,251.49	51552
02/09/2012	late	feb late fee	112.57		2,364.06	51644
02/13/2012		chk# 434010419 Feb rent		2,364.06	000028	49605
03/01/2012	ptrent	City of Oakland Rent Fee	15.00		15.00	51860

03/01/2012	rent	Rent (03/2012)	2,195.00	2,210.00	52039
03/01/2012	storinc	Storage Income (03/2012)	50.00	2,260.00	52040
03/07/2012	late	March late fee	112.25	2,372.25	52205
03/23/2012		chk# 434010891 March rent and late	2,372.25	0.00	50016
04/01/2012	rent	Rent (04/2012)	2,195.00	3,195.00	52373
04/01/2012	storinc	Storage Income (04/2012)	50.00	2,245.00	52374
04/11/2012	late	april late fee	50.00	2,295.00	52467
04/11/2012		chk# 435457894 april rent	2,295.00	0.00	50351
05/01/2012	rent	Rent (05/2012)	2,195.00	2,195.00	52728
05/01/2012	storinc	Storage Income (05/2012)	50.00	2,245.00	52729
05/24/2012	late	May late fee	112.25	2,357.25	52918
06/01/2012	rent	Rent (06/2012)	2,195.00	4,552.25	53039
06/01/2012	storinc	Storage Income (06/2012)	50.00	4,602.25	53040
06/23/2012	late	june late fee	230.11	4,832.36	53246
07/01/2012	rent	Rent (07/2012)	2,260.00	7,092.36	53374
07/01/2012	storinc	Storage Income (07/2012)	50.00	7,142.36	53375
07/01/2012	rent	Increase not effective until 8/1/12	(65.00)	7,077.36	53466
07/11/2012		chk# 435458786	7,142.36	(65.00)	51498
08/01/2012	rent	Rent (08/2012)	2,260.00	2,195.00	53699
08/01/2012	storinc	Storage Income (08/2012)	50.00	2,245.00	53700
08/08/2012	late	August late fee	112.25	2,357.25	53787
08/13/2012		chk# 435459180	2,357.25	0.00	51883
09/01/2012	rent	Rent (09/2012)	2,260.00	2,260.00	54034
09/01/2012	storinc	Storage Income (09/2012)	50.00	2,310.00	54035
09/07/2012	late	Sept Late Fee	115.50	2,425.50	54133
09/10/2012		chk# 435459458 Sept rent	2,425.50	0.00	52267
10/01/2012	rent	Rent (10/2012)	2,260.00	2,260.00	54339
10/01/2012	storinc	Storage Income (10/2012)	50.00	2,310.00	54340
10/10/2012	late	October late fee	115.50	2,425.50	54444
10/10/2012		chk# 171489 Oct rent	2,425.50	0.00	52632
11/01/2012	rent	Rent (11/2012)	2,260.00	2,260.00	54677
11/01/2012	storinc	Storage Income (11/2012)	50.00	2,310.00	54678
11/09/2012	late	Nov rent late fee	115.50	2,425.50	54761
11/12/2012		chk# 171678 Nov rent	2,425.50	0.00	52996
12/01/2012	rent	Rent (12/2012)	2,260.00	2,260.00	55002
12/01/2012	storinc	Storage Income (12/2012)	50.00	2,310.00	55003
12/11/2012		chk# 172030 Dec rent	2,425.50	(115.50)	53368
12/14/2012	late	Dec late fee	115.50	0.00	55177
01/01/2013	rent	Rent (01/2013)	2,260.00	2,260.00	55310
01/01/2013	storinc	Storage Income (01/2013)	50.00	2,310.00	55311
01/07/2013	late	Jan Late Fee	115.50	2,425.50	55401
01/14/2013		chk# 172379 Jan rent	2,425.50	0.00	53727
02/01/2013	rent	Rent (02/2013)	2,260.00	2,260.00	55629
02/01/2013	storinc	Storage Income (02/2013)	50.00	2,310.00	55630
02/07/2013	late	February Late Fee	115.50	2,425.50	55729
02/12/2013		chk# 172675 Feb rent	2,425.50	0.00	54098

03/01/2013	rent	Rent (03/2013)	2,260.00		2,260.00	55938
03/01/2013	storinc	Storage Income (03/2013)	50.00		2,310.00	55939
03/07/2013	late	Mar Rent Late Fee	115.50		2,425.50	56027
03/11/2013		chk# 173028 Mar Rent		2,425.50	0.00	54455
04/01/2013	rent	Rent (04/2013)	2,260.00		2,260.00	58640
04/01/2013	storinc	Storage Income (04/2013)	50.00		2,310.00	58641
04/01/2013	ptrent	City of Oakland Rent Fee	15.00		2,325.00	59152
04/08/2013	late	Apr Late Fee	115.50		2,440.50	59240
04/11/2013		chk# 1659447 Apr Rent, Storage, Oakland Rent Fee and Late Fee		2,425.50	15.00	54967
05/01/2013	rent	Rent (05/2013)	2,260.00		2,275.00	59445
05/01/2013	storinc	Storage Income (05/2013)	50.00		2,325.00	59446
05/10/2013	late	May Late Fee	116.25		2,441.25	59538
06/01/2013	rent	Rent (06/2013)	2,260.00		4,701.25	59773
06/01/2013	storinc	Storage Income (06/2013)	50.00		4,751.25	59774
07/01/2013	rent	Rent (07/2013)	2,260.00		7,011.25	60100
07/01/2013	storinc	Storage Income (07/2013)	50.00		7,061.25	60101
07/03/2013		chk# 002059331 May rent		2,425.50	4,635.75	55867
07/09/2013	late	July late fee	231.79		4,867.54	60190
07/12/2013		chk# 002993217 June + July rent plus late fees		4,867.54	0.00	55989
08/01/2013	rent	Rent (08/2013)	2,307.00		2,307.00	60415
08/01/2013	storinc	Storage Income (08/2013)	50.00		2,357.00	60416
08/07/2013	late	Aug Late Fee	117.85		2,474.85	60523
09/01/2013	rent	Rent (09/2013)	2,307.00		4,781.85	60741
09/01/2013	storinc	Storage Income (09/2013)	50.00		4,831.85	60742
09/12/2013	late	September late fee	117.85		4,949.70	60835
09/24/2013		chk# 003693279 Aug Rent		2,474.85	2,474.85	56720
09/27/2013		chk# 3693287 Sep Rent		2,474.85	0.00	56745
10/01/2013	rent	Rent (10/2013)	2,307.00		2,307.00	61030
10/01/2013	storinc	Storage Income (10/2013)	50.00		2,357.00	61031
10/07/2013	late	Oct Late Fee	117.85		2,474.85	61128
11/01/2013	rent	Rent (11/2013)	2,307.00		4,781.85	61375
11/01/2013	storinc	Storage Income (11/2013)	50.00		4,831.85	61376
11/04/2013		chk# 003693638 Nov Rent		4,831.85	0.00	57255
12/01/2013	rent	Rent (12/2013)	2,307.00		2,307.00	61683
12/01/2013	storinc	Storage Income (12/2013)	50.00		2,357.00	61684
12/10/2013		chk# 004049075 December rent		2,357.00	0.00	57687
12/17/2013	ptmaint	2 Key Copies	10.00		10.00	61780
01/01/2014	rent	Rent (01/2014)	2,307.00		2,317.00	61980
01/01/2014	storinc	Storage Income (01/2014)	50.00		2,367.00	61981
01/08/2014	late	Jan Late Fee	118.35		2,485.35	62082
01/10/2014		chk# 004515323 Jan Rent, Storage, Keys and Late Fee		2,485.35	0.00	58007
02/01/2014	rent	Rent (02/2014)	2,307.00		2,307.00	62306
02/01/2014	storinc	Storage Income (02/2014)	50.00		2,357.00	62307
02/07/2014	late	Feb Late Fee	117.85		2,474.85	62396

02/28/2014		chk# 24 Job rent		2,474.85	0.00	58404
03/01/2014	rent	Rent (03/2014)	2,307.00		2,307.00	62610
03/01/2014	storinc	Storage Income (03/2014)	50.00		2,357.00	62611
03/08/2014		chk# 819400590 March rent		2,350.00	7.00	58667
04/01/2014	ptrent	City of Oakland Rent Fee	120.00		32.00	62809
04/01/2014	rent	Rent (04/2014)	2,307.00		2,329.00	63067
04/01/2014	storinc	Storage Income (04/2014)	50.00		2,379.00	63068
04/07/2014	late	April late fee	118.95		2,497.95	63240
05/01/2014	rent	Rent (05/2014)	2,307.00		4,804.95	63367
05/01/2014	storinc	Storage Income (05/2014)	50.00		4,854.95	63368
05/08/2014	late	May Late Fee	242.74		5,097.69	63468
06/01/2014	rent	Rent (06/2014)	2,307.00		7,404.69	63700
06/01/2014	storinc	Storage Income (06/2014)	50.00		7,454.69	63701
06/10/2014	late	June late fee	372.73		7,827.42	63795
07/01/2014	rent	Rent (07/2014)	2,307.00		10,134.42	64006
07/01/2014	storinc	Storage Income (07/2014)	50.00		10,184.42	64007
08/01/2014	rent	Rent (08/2014)	2,350.00		12,534.42	64343
08/01/2014	storinc	Storage Income (08/2014)	50.00		12,584.42	64344
08/07/2014	late	Aug Late Fee	629.22		13,213.64	64446
08/12/2014		chk# 0819402338 Apr Rent		2,370.00	10,843.64	60591
09/01/2014	rent	Rent (09/2014)	2,350.00		13,193.64	64677
09/01/2014	storinc	Storage Income (09/2014)	50.00		13,243.64	64678
10/01/2014	rent	Rent (10/2014)	2,350.00		15,593.64	65007
10/01/2014	storinc	Storage Income (10/2014)	50.00		15,643.64	65008
10/17/2014		chk# 0819403096		5,000.00	10,643.64	61342
11/01/2014	rent	Rent (11/2014)	2,350.00		12,993.64	65329
11/01/2014	storinc	Storage Fee (11/2014)	50.00		13,043.64	65330
11/05/2014		chk# 0819403355		2,350.00	10,693.64	61628
11/17/2014		chk# 0953904142		1,783.00	8,910.64	61670
12/01/2014	rent	Rent (12/2014)	2,350.00		11,260.64	65647
12/01/2014	storinc	Storage Fee (12/2014)	50.00		11,310.64	65648
12/05/2014		chk# 0819403692		2,350.00	8,960.64	61955
12/16/2014		chk# 0819403755		1,783.00	7,177.64	62006
01/01/2015	rent	Rent (01/2015)	2,350.00		9,527.64	65958
01/01/2015	storinc	Storage Fee (01/2015)	50.00		9,577.64	65959
01/05/2015		chk# 0819403997		2,350.00	7,227.64	62255
01/16/2015		chk# 1097201818		1,783.00	5,444.64	62353
02/01/2015	rent	Rent (02/2015)	2,350.00		7,794.64	66327
02/01/2015	storinc	Storage Fee (02/2015)	50.00		7,844.64	66328
02/06/2015		chk# 819404359		2,350.00	5,494.64	62675
02/19/2015		chk# 819404475		1,783.00	3,711.64	62712
03/01/2015	rent	Rent (03/2015)	2,350.00		6,061.64	66632
03/01/2015	storinc	Storage Fee (03/2015)	50.00		6,111.64	66633
03/06/2015		chk# 0953905626		2,350.00	3,761.64	63007
03/16/2015		chk# 0819404813		1,785.00	1,976.64	63038
03/31/2015	ptrent	City of Oakland Rent Board Fee 2015	15.00		000031	66912

04/01/2015	rent	Rent (04/2015)	2,350.00		4,341.64	67111
04/01/2015	storinc	Storage Fee (04/2015)	50.00		4,391.64	67112
04/06/2015	late	Late Fee	120.00		4,511.64	67208
04/10/2015	late	Late Fees waived, resident paid off court stipulation	(1,363.64)		3,148.00	67223
04/10/2015		chk# 0819405410 April Rent		2,550.00	598.00	63456
04/10/2015		chk# 0819405139 April Rent		600.00	(2.00)	63457
05/01/2015	rent	Rent (05/2015)	2,350.00		2,348.00	67455
05/01/2015	storinc	Storage Fee (05/2015)	50.00		2,398.00	67456
05/06/2015	late	Late Fee	119.90		2,517.90	67568
05/11/2015		chk# 0819405538 MAY RENT		2,517.90	0.00	63840
06/01/2015	rent	Rent (06/2015)	2,350.00		2,350.00	67787
06/01/2015	storinc	Storage Fee (06/2015)	50.00		2,400.00	67788
06/08/2015	late	Late Fee	120.00		2,520.00	67910
06/09/2015		chk# 0819405906 June Rent		2,520.00	0.00	64168
07/01/2015	rent	Rent (07/2015)	2,350.00		2,350.00	68114
07/01/2015	storinc	Storage Fee (07/2015)	50.00		2,400.00	68115
07/06/2015	late	Late Fee	117.50		2,517.50	68239
07/10/2015		chk# 0819406296 July Rent		2,517.50	0.00	64546
08/01/2015	rent	Rent (08/2015)	2,399.23		2,399.23	68485
08/01/2015	storinc	Storage Fee (08/2015)	50.00		2,449.23	68486
08/11/2015	late	August Late Fee	119.96		2,569.19	68613
08/11/2015		chk# 0819406650 August Rent		2,400.00	169.19	64931
08/12/2015		chk# 377 August Rent		169.19	0.00	64939
09/01/2015	rent	Rent (09/2015)	2,399.23		2,399.23	68839
09/01/2015	storinc	Storage Fee (09/2015)	50.00		2,449.23	68840
09/09/2015		chk# 0819406990 September Rent		2,400.00	49.23	65323
09/14/2015	late	September Late Fee	122.46		171.69	68955
09/17/2015		chk# 380 September Rent		171.69	0.00	65339
10/01/2015	rent	Rent (10/2015)	2,399.23		2,399.23	69195
10/01/2015	storinc	Storage Fee (10/2015)	50.00		2,449.23	69196
10/07/2015		chk# 388 October Rent		2,449.23	0.00	65666
11/01/2015	rent	Rent (11/2015)	2,399.23		2,399.23	69528
11/01/2015	storinc	Storage Fee (11/2015)	50.00		2,449.23	69529
11/09/2015	late	November Late Fee	122.46		2,571.69	69625
11/10/2015		chk# 391 November Rent		2,571.69	0.00	66030
12/01/2015	rent	Rent (12/2015)	2,399.23		2,399.23	69851
12/01/2015	storinc	Storage Fee (12/2015)	50.00		2,449.23	69852
12/07/2015	late	December Late Fee	122.46		2,571.69	69958
12/16/2015		chk# 394 December Rent		2,449.23	122.46	66393
12/30/2015		chk# 0819408222 Late Fee		122.46	0.00	66478
01/01/2016	rent	Rent (01/2016)	2,399.23		2,399.23	70195
01/01/2016	storinc	Storage Fee (01/2016)	50.00		2,449.23	70196
01/06/2016	late	January Late Fee	122.46		2,571.69	70307
01/11/2016		chk# 493 January Rent		2,571.69	0.00	66780
02/01/2016	rent	Rent (02/2016)	2,399.23		000032	70577
02/01/2016	storinc	Storage Fee (02/2016)	50.00		2,449.23	70578

02/04/2016		chk# 490 February Rent		2,400.00	49.23	67065
02/11/2016		chk# 500 February Rent		49.23	0.00	67166
02/19/2016	ptrent	City of Oakland Rent Board Fee 2016		15.00		70860
03/01/2016	rent	Rent (03/2016)		2,399.23	2,414.23	71082
03/01/2016	storinc	Storage Fee (03/2016)		50.00	2,464.23	71083
03/08/2016		chk# 502 March Rent		2,449.23	15.00	67592
04/01/2016	rent	Rent (04/2016)	2,399.23		2,414.23	71466
04/01/2016	storinc	Storage Fee (04/2016)	50.00		2,464.23	71467
04/06/2016	late	April Late Fee	123.21		2,587.44	71596
04/11/2016		chk# 505 April Rent		2,587.44	0.00	68062
05/01/2016	rent	Rent (05/2016)	2,399.23		2,399.23	71840
05/01/2016	storinc	Storage Fee (05/2016)	50.00		2,449.23	71841
05/06/2016	late	May Late Fee	122.46		2,571.69	71959
05/11/2016		chk# 510 May Rent		2,571.69	0.00	68489
06/01/2016	rent	Rent (06/2016)	2,399.23		2,399.23	72197
06/01/2016	storinc	Storage Fee (06/2016)	50.00		2,449.23	72198
06/07/2016	late	June Late Fee	124.96		2,574.19	72312
06/10/2016		chk# 512 June Rent		2,571.69	2.50	68870
07/01/2016	rent	Rent (07/2016)	2,399.23		2,401.73	72558
07/01/2016	storinc	Storage Fee (07/2016)	50.00		2,451.73	72559
07/01/2016		chk# 514 July Rent		2,451.73	0.00	69091
08/01/2016	rent	Rent (08/2016)	2,447.21		2,447.21	72923
08/01/2016	storinc	Storage Fee (08/2016)	100.00		2,547.21	72924
08/03/2016		chk# 0030704730 August Rent		2,547.21	0.00	69599
09/01/2016	rent	Rent (09/2016)	2,447.21		2,447.21	73334
09/01/2016	storinc	Storage Fee (09/2016)	100.00		2,547.21	73335
09/07/2016	late	September Late Fee	127.36		2,674.57	73446
09/21/2016		chk# 517 September Rent		2,674.57	0.00	70097
10/01/2016	rent	Rent (10/2016)	2,447.21		2,447.21	73684
10/01/2016	storinc	Storage Fee (10/2016)	100.00		2,547.21	73685
10/07/2016	late	October Late Fee	127.36		2,674.57	73801
10/18/2016		chk# 518 October Rent Reversed by ctrl#70470		2,674.57	0.00	70461
10/20/2016	nsf	Returned check charge	30.00		30.00	73907
10/20/2016		chk# 518 NSF receipt Ctrl# 70461		(2,674.57)	2,704.57	70470
10/21/2016		chk# 6573703866 October Rent to Cover NSF		2,704.50	0.07	70471
11/01/2016	rent	Rent (11/2016)	2,447.21		2,447.28	74051
11/01/2016	storinc	Storage Fee (11/2016)	100.00		2,547.28	74052
11/08/2016	late	November Late Fee	127.36		2,674.64	74189
11/08/2016		chk# 6573703924 November Rent		2,674.57	0.07	70794
12/01/2016	rent	Rent (12/2016)	2,447.21		2,447.28	74412
12/01/2016	storinc	Storage Fee (12/2016)	100.00		2,547.28	74413
12/03/2016		chk# 6573704000 December Rent		2,547.21	0.07	71122
01/01/2017	rent	Rent (01/2017)	2,447.21		2,447.28	74772
01/01/2017	storinc	Storage Fee (01/2017)	100.00		2,547.28	74773

000033

01/09/2017	late	January Late Fee		227.36		2,674.64	74881
01/17/2017		chk# 520 January Rent			2,674.57	0.07	71530
02/01/2017	rent	Rent (02/2017)		2,447.21		2,447.28	75165
02/01/2017	storinc	Storage Fee (02/2017)		100.00		2,547.28	75166
02/01/2017	ptrent	City of Oakland Rent Board Fee 2017		2019 AUG 28 AM 10:35		2,581.28	75388
02/08/2017	late	February Late Fee		129.06		2,710.34	75453
02/10/2017		chk# 521 February Rent			2,710.34	0.00	71987
03/01/2017	rent	Rent (03/2017)		2,447.21		2,447.21	75714
03/01/2017	storinc	Storage Fee (03/2017)		100.00		2,547.21	75715
03/07/2017		chk# 524 March Rent			2,676.34	(129.13)	72374
04/01/2017	rent	Rent (04/2017)		2,447.21		2,318.08	76080
04/01/2017	storinc	Storage Fee (04/2017)		100.00		2,418.08	76081
04/06/2017		chk# 527 April Rent			2,418.08	0.00	72698
05/01/2017	rent	Rent (05/2017)		2,447.21		2,447.21	76469
05/01/2017	storinc	Storage Fee (05/2017)		100.00		2,547.21	76470
05/04/2017		chk# 533 May Rent			2,418.08	129.13	73017
06/01/2017	rent	Rent (06/2017)		2,447.21		2,576.34	76832
06/01/2017	storinc	Storage Fee (06/2017)		100.00		2,676.34	76833
06/04/2017		chk# 538			2,418.08	258.26	73404
07/01/2017	rent	Rent (07/2017)		2,447.21		2,705.47	77201
07/01/2017	storinc	Storage Fee (07/2017)		100.00		2,805.47	77202
07/03/2017		chk# 539			2,418.88	386.59	73539
08/01/2017	rent	Rent (08/2017)		2,503.50		2,890.09	77620
08/01/2017	storinc	Storage Fee (08/2017)		100.00		2,990.09	77621
08/04/2017		chk# 545			2,418.08	572.01	74352
09/01/2017	rent	Rent (09/2017)		2,503.50		3,075.51	77971
09/01/2017	storinc	Storage Fee (09/2017)		100.00		3,175.51	77972
09/06/2017		chk# 547			2,418.08	757.43	74743
10/01/2017	rent	Rent (10/2017)		2,503.50		3,260.93	78328
10/01/2017	storinc	Storage Fee (10/2017)		100.00		3,360.93	78329
10/04/2017		chk# 555 October 2017 Rent & September Back rent			2,418.08	942.85	75006
11/01/2017	rent	Rent (11/2017)		2,503.50		3,446.35	78719
11/01/2017	storinc	Storage Fee (11/2017)		100.00		3,546.35	78720
11/07/2017		chk# 558			2,418.00	1,128.35	75579
12/01/2017	rent	Rent (12/2017)		2,503.50		3,631.85	79080
12/01/2017	storinc	Storage Fee (12/2017)		100.00		3,731.85	79081
12/02/2017		chk# 559			2,547.21	1,184.64	75776
12/06/2017		chk# 561			56.29	1,128.35	75915
01/01/2018	rent	Rent (01/2018)		2,503.50		3,631.85	79428
01/01/2018	storinc	Storage Fee (01/2018)		100.00		3,731.85	79429
01/05/2018		chk# 564			2,603.50	1,128.35	76207
02/01/2018	rent	Rent (02/2018)		2,503.50		3,631.85	79767
02/01/2018	storinc	Storage Fee (02/2018)		100.00		3,731.85	79768
02/06/2018		chk# 567 NSFed by ctrl# 76601 Nsf check#567			2,603.50	000034	76525
02/08/2018	nsf	Returned check charge		30.00		1,158.35	79877

02/08/2018	late	February, Late Fee	122.36		1,280.71	79878
02/08/2018		chk# 567 NSF receipt Ctrl# 76525		(2,603.50)	3,884.21	76601
02/14/2018		chk# 0819417420		2,755.86	1,128.35	76618
03/01/2018	ptrent	City of Oakland Rent Fee	34.00		1,162.35	80073
03/01/2018	rent	Rent (03/2018)	2,503.50		3,665.85	80272
03/01/2018	storinc	Storage Fee (03/2018)	100.00		3,765.85	80273
03/06/2018	late	March late	125.20		3,891.05	80375
03/08/2018		chk# 570		2,628.70	1,262.35	77082
04/01/2018	rent	Rent (04/2018)	2,503.50		3,765.85	80652
04/01/2018	storinc	Storage Fee (04/2018)	100.00		3,865.85	80653
04/19/2018		chk# 0819418055		2,628.70	1,237.15	77532
05/01/2018	rent	Rent (05/2018)	2,503.50		3,740.65	81093
05/01/2018	storinc	Storage Fee (05/2018)	100.00		3,840.65	81094
05/08/2018	late	April late fee	125.17		3,965.82	81298
05/08/2018	late	May late fee	125.17		4,090.99	81299
05/16/2018		chk# 095		2,628.70	1,462.29	77975
06/01/2018	rent	Rent (06/2018)	2,503.50		3,965.79	81576
06/01/2018	storinc	Storage Fee (06/2018)	100.00		4,065.79	81577
06/09/2018	late	June late fee	125.17		4,190.96	81707
06/09/2018		chk# 571		2,628.70	1,562.26	78334
07/01/2018	rent	Rent (07/2018)	2,503.50		4,065.76	81983
07/01/2018	storinc	Storage Fee (07/2018)	100.00		4,165.76	81984
07/05/2018		chk# 576 July Rent		2,603.50	1,562.26	78745
08/01/2018	rent	Rent (08/2018)	2,503.50		4,065.76	82402
08/01/2018	storinc	Storage Fee (08/2018)	100.00		4,165.76	82403
08/04/2018		chk# 0819419111 August Rent		2,603.50	1,562.26	79120
09/01/2018	rent	Rent (09/2018)	2,503.50		4,065.76	82783
09/01/2018	storinc	Storage Fee (09/2018)	100.00		4,165.76	82784
09/04/2018		chk# 577 September Rent		2,603.50	1,562.26	79455
10/01/2018	rent	Rent (10/2018)	2,503.50		4,065.76	83159
10/01/2018	storinc	Storage Fee (10/2018)	100.00		4,165.76	83160
10/05/2018		chk# 6573706105 October Rent		2,688.62	1,477.14	79894
11/01/2018	rent	Rent (11/2018)	2,588.62		4,065.76	83575
11/01/2018	storinc	Storage Fee (11/2018)	100.00		4,165.76	83576
11/04/2018		chk# 6573706181 November Rent		2,688.62	1,477.14	80240
11/14/2018		chk# 6573708822 Nov Rent and Storage Fees		1,477.14	0.00	80342
12/01/2018	rent	Rent (12/2018)	2,588.62		2,588.62	83940
12/01/2018	storinc	Storage Fee (12/2018)	100.00		2,688.62	83941
12/05/2018		chk# 578 Dec Rent		2,688.62	0.00	80638
01/01/2019	rent	Rent (01/2019)	2,588.62		2,588.62	84294
01/01/2019	storinc	Storage Fee (01/2019)	100.00		2,688.62	84295
01/03/2019		chk# 6573706391 Jan rent and partial storage fee		2,603.50	85.12	80993
02/01/2019	ptrent	Oakland Rent Board Fee 2019	34.00		119.12	84497
02/01/2019	rent	Rent (02/2019)	2,588.62		000035	84825

02/01/2019	storinc	Storage fee (02/2019)	100.00	2,807.74	84826
02/15/2019	late	Late Fee	129.43	2,937.17	84961
02/15/2019		chk# 582 Feb rent and 1 storage fee	2,688.62	248.55	81586

2019 AUG 28 AM 10: 35

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Morsa Aziz

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

To Whom it May Concern,

2019 AUG 28 AM 10:35

I am a tenant since 2/1/2011 at 1200 Lakeshore Apts., Oakland. Recently the new management company, management company #5 since 2011. A note on my front door was taped to let me know back in 2017 they missed to increase my rent and now they want me to pay all back owed rent according to them. My current rent is $\$2,588.62 + \$50 = \$2,638.62$ per month. According to the new management my monthly rent $\$2,807.74$ per month + all the back pay since 2017. None of the last 4 management Co. mentioned this until now. Is this Legal?

Please Help Oakland Resident in a Rent Control Building

Morsa Aziz

510-685-0461

1200 Lakeshore Ave. Apt. #17F, Oakland

THREE DAY NOTICE TO PAY RENT OR QUIT

(C.C.P. Section 1161 Subsection 2)

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

TO: Morsa Aziz

and all tenants in possession.

2019 AUG 28 AM 10:36

PLEASE TAKE NOTICE the rent has not been paid for the below described premises and is due and unpaid in the sum of \$ 2,588.62 :

WITHIN THREE DAYS of the date of service of this Notice upon you, you are required to pay said rent or, in the alternative, to quit and deliver up possession of said premises.

SHOULD YOU FAIL to pay the rent or to deliver up possession of the premises within said three day period, your landlord will institute legal proceedings to evict you from said premises, to declare a forfeiture of the lease or rental agreement by which you hold possession of said premises, and to recover all unpaid rent, unlawful detainer damages, attorney's fees, and Courts costs.

SAID PREMISES ARE DESCRIBED AS FOLLOWS:

1200 Lakeshore Avenue, Unit #17F

Oakland, California 94606

Payment should be made to: Name: 1200 Lakeshore Apartments
Address: 1200 Lakeshore Avenue
Oakland, California 94606
Telephone: 510-834-1200

(Cashier's Check or Money Order should be made payable to: 1200 Lakeshore Apartments)

PAYMENT MAY BE MADE IN ANY OF THE CHECKED METHODS BELOW:

- By personal delivery: The usual days and hours when available to accept payments are the days of M-F 8am - 6pm, Sat 11am-4pm
- By mail or courier delivery to the above address (must be postmarked within the three day notice period)
- By deposit into Account # _____ at (name of financial institution) Address: _____
- By electronic funds transfer pursuant to previously established procedure

Dated: 5/11/19

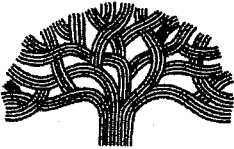
By: Jennifer Manion
LANDLORD (OR AGENT)

Information and advice regarding this notice is available from the Oakland Rent Adjustment Program, 250 Frank Ogawa Plaza, 5th Floor, Suite #5313, Oakland, CA 94612, telephone number 510-238-3721, website: www.oaklandnet.com, (as of January 2004).

000038

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2019 NOV - 6 AM 9:45
For date stamp.

	<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721</p>	<p><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>
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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 - 19-0412

<p>Your Name 1200 Lakeshore Apartments Jennifer Manion</p>	<p>Complete Address (with zip code) 1200 Lakeshore Avenue Oakland, Ca 94606</p>	<p>Telephone: (510) 834-1200</p>
<p>Your Representative's Name (if any)</p>	<p>Complete Address (with zip code)</p>	<p>Email: jennifer@1200 lakeshore.com</p>
<p>Tenant(s) Name(s) Morsa Aziz</p>	<p>Complete Address (with zip code) 1200 Lakeshore Ave. 17F Oakland, Ca 94606</p>	<p>Telephone: (510) 685-0461</p>
<p>Property Address (If the property has more than one address, list all addresses)</p>	<p>Total number of units on property 173</p>	

Have you paid for your Oakland Business License? Yes No Lic. Number: 00017450
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: 04/15/97

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

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

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

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

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

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

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

The tenant moved into the rental unit on 02/01/11

The tenant's initial rent including all services provided was: \$ 2,195⁰⁰ / month.

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

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

Is the tenant current on the rent? Yes No

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
9/25/19	11/01/19	\$ 2,588. ⁶²	\$ 2,679. ²²	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/25/18	11/01/19	\$ 2,503. ⁵⁰	\$ 2,588. ⁶²	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

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

N° 1200
LAKESHORE

Nov. 1, 2019

Mr. Robert Costa
City of Oakland
Housing and Community Development Department
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, Ca. 94909

File Name: Aziz v Diamond Investment Properties
Property Address: 1200 Lakeshore Avenue, #17F, Oakland, Ca. 94606
Case Number: T19-0412

Dear Mr. Costa,

It has come to my attention that Ms. Aziz has filed a complaint with your board in regards to incorrect rent increases. However, upon reviewing the past two rent increases I do not see that they are incorrect in anyway. Therefore, I hereby request that you dismiss the attached complaint.

Thanking you in advance for your assistance regarding this matter.

Sincerely,


Jennifer Maniar
Community Manager

000043

N° 1200
LAKESHORE

EXHIBIT A

Oakland Business License

000044

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

This Certificate of Business Tax Certificate is the authorized document only. It does not confer any responsibility for the payment of taxes on the business. The City of Oakland is not responsible for the payment of taxes on the business. The City of Oakland is not responsible for the payment of taxes on the business.


ACCOUNT NUMBER
00017950

DBA
ROSE VENTURES III INC & GRANITE 1200 LLC

BUSINESS LOCATION
1200 LAKESHORE AVE
OAKLAND, CA 94606-1679

BUSINESS TYPE
M Retail Assesment

EXPIRATION DATE
12/31/2019

 **ROSE VENTURES III INC GRANITE 1200 LLC**
1200 LAKESHORE AVE
OAKLAND, CA 94606-1679

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!

000045

Yardi Systems, Inc. - Review Payment

Review Payment

Jump To

Payee	lak_cit1	Total Amount	98,399.71
	City of Oakland	Check Date	12/21/2018
	250 Frank H. Ogawa Plaza, #1320	Clear Date	12/31/2018
		Post Month	12/2018

Ctrl# 48555
(Reconciled)

Bank checking
 Check No ~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
 Mid-Peninsula Ck - Lak

Statement No
 Notes

(Manual)
 ^
 v

Created by blake on 12/21/2018 3:41 PM.
 (never modified)

Property	Amount	Account	Notes	Pay
lak - 1200 Lakeshore Avenue	98,399.71	6300-1320 - Licenses & Fees	2018 Business Tax Declaration	71332

N° 1200
LAKESHORE

EXHIBIT B

Rent Adjustment Program Service Fee

000047

Yardi Systems, Inc. - Revi Payment

Review Payment

Payee lak_ct1
 City of Oakland
 250 Frank H. Ogawa Plaza, #1320
Total Amount 11,696.00
Check Date 01/17/2019
Clear Date 01/31/2019
Post Month 01/2019

Jump To _____
Ctrl# 48794
(Reconciled)

Bank checking
Check No [REDACTED]
 Mid-Peninsula Ck - Lak

Statement No
Notes

(Amount)

^

v

Created by blake on 01/22/2019 3:25 PM.
 (never modified)

Help

Property	Amount	Account	Notes	Pay
lak - 1200 Lakeshore Avenue	11,696.00	6300-1320 - Licenses & Fees	2019 Rent Adjustment Program Fee \$68 Per Unit	71691

N° 1200
LAKESHORE

EXHIBIT C

Original Lease Agreement

1200 LAKESHORE APARTMENTS

1200 LAKESHORE AVE. OAKLAND, CA 94606
(510) 834-1200 • FAX (510) 834-1262

RESIDENTIAL RENTAL AGREEMENT

1. **INTRODUCTION.** This Residential Rental Agreement (hereinafter "Agreement") is made this 19th day of January at Oakland, California, between 1200 Lakeshore Apartments (hereinafter "Owner") and Morsa Aziz (hereinafter "Tenant") and evidences the terms under which Tenant agrees to rent from Owner the property known and described as: 1200 Lakeshore Avenue, Unit 17F, Oakland, California 94606 (hereinafter "premises").
2. **TERM.** The term of the tenancy shall commence on February 1, 20 11 and shall continue for a period of 12 months ending at noon on January 31, 20 12, and continuing thereafter on a month to month basis until either party shall terminate the tenancy by giving no less than thirty (30) days written notice to the other party, provided, the Owner must comply with the provisions of Measure EE, Just Cause for Eviction in Oakland. Once the tenancy has been established for a period of one year, the owner shall be required to give no less than sixty (60) days written notice.
3. **OCCUPANTS.** The premises shall be occupied only by the persons identified above as "Tenant" and the following named minor dependant persons all of whom shall be deemed residents and subject to the terms and provisions of this Agreement: N/A
No other persons, regardless of age, shall occupy the premises except as guests. Guests may not occupy the premises in excess of fourteen (14) days during any twelve calendar month period, nor may more than two (2) guests occupy the premises at any one time, without the prior written authorization of Owner.
4. **USE.** The premises shall be used exclusively as a residence and Tenant agrees not to use the premises for any commercial or other enterprise at any time during Tenant's occupancy of the premises. Tenant agrees not to permit the premises to be used for any illegal purpose, nor to engage in illegal acts upon the premises or anywhere on the Property.
5. **RENT.**
 - (a) Tenant shall pay to Owner rental of \$ 2,195.00 per month due and payable in advance on the first day of each month.
 - (b) Rent shall be paid to 1200 Lakeshore Apartments, and shall be delivered to the on-site management office at 1200 Lakeshore Apartments or at such other location as Owner shall from time to time designate in writing.
 - (c) Rent shall be prorated in the event occupancy shall commence on a day other than the first day of the month, for other than a default by Tenant
 - (d) In the event rent is not paid by 5:00 p.m. on the fifth day of the month, Tenant shall pay a late charge of five percent (5%) of the delinquent amount due. The late charge does not establish a grace period. Owner may make written demand for any rent unpaid on the second day of the month. The late charge shall be reimbursement to Owner for administrative expense incurred by Owner in processing the late payment of rent and for loss of interest and other prospective economic advantage. The late charge shall be in addition to all other remedies available to Owner. Owner and Tenant agree that the charge is presumed to be for the expense incurred and interest lost by Owner because of Tenant's late payment of rent and that it is otherwise impractical or extremely difficult to fix the actual figure.
 - (e) In the event rent is tendered by check which is, for any reason, dishonored by the maker's financial institution, Tenant shall pay to Owner \$30.00 as reimbursement to Owner for administrative expense in processing such dishonored check. This charge shall be in addition to all other remedies available to Owner. Owner and Tenant agree that the charge is presumed to be the expense incurred by Owner because of Tenant's returned check and that it is otherwise impractical or extremely difficult to fix the actual figure. If Tenant's rent check is returned dishonored by maker's financial institution on more than one occasion, on Owner's written request to Tenant, Tenant shall pay all future rent in cashier's check or money order.
6. **SECURITY DEPOSIT.** Tenant shall pay to Owner upon execution of this Agreement a Security Deposit in the amount of \$ 2,695.00 to secure Tenant's obligations hereunder.
 - (a) Owner may, but shall not be obligated to, apply all or part of Security Deposit on account of Tenant's obligations hereunder.

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(b) Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent.

(c) If Tenant fails to repair any damage to the premises, including furniture and appliances leased to Tenant, or any part of the common areas of which the premises are a part, caused by Tenant or Tenant's invitees through lack of ordinary care, for a period of greater than thirty (30) days after written demand to make such repairs is served on Tenant by Owner, then Owner may appropriate and apply such portion of the Security Deposit as may reasonably be necessary to fund such repair.

(d) In the event of termination of this Agreement or the tenancy for any reason, Tenant does not vacate the premises in as good a condition as when received by Tenant from Owner, reasonable wear and tear excepted, then Owner may appropriate and apply any portion of the Security Deposit as may be reasonably necessary to put the premises in such condition.

(e) In the event of termination of this Agreement or incident to any action or proceeding to enforce this Agreement, its terms and conditions, it becomes necessary for Owner to obtain the services of sheriffs, marshals, moving and storage firms, or other third party services (excluding Landlord's attorneys fees) to secure full possession of the premises, Owner may appropriate and apply any portion of the security deposit as may be reasonably necessary to fund such services

(f) None of the above shall prevent or limit Owner from bringing suit to recover from Tenant any and all funds for such costs and expenses incurred by Owner which may exceed the amount of the Security Deposit.

(g) Owner may apply the security deposit to remedy defaults by the Tenant in any obligation under this Agreement to restore, replace or return personal property appurtenances, exclusive of ordinary wear and tear.

(h) Tenant agrees to restore the Security Deposit to its original amount should resort to such funds be required by Owner during the period of this Agreement.

(i) Owner may use security deposit for any other purpose allowed by California laws.

7. UTILITIES. Tenant shall be responsible for the payment of all utilities and services except Trash Disposal, Water, and Heat, which shall be paid by Owner.

8. POSTPONED DELIVERY OF POSSESSION. If Owner is unable to deliver possession of the premises on the above commencement date for any reason, Owner shall not be subject to any liability nor shall the validity of this Agreement be affected nor the term of this Agreement be extended, but under such circumstances, the rent hereunder shall not commence until the possession of the premises is delivered; provided, however, that in the event possession of the premises is not delivered by Owner to Tenant within thirty (30) days following the above commencement date, then at any time after the thirty (30) day period and prior to tender by the Owner of possession, Tenant may terminate this Agreement by written notice to Owner, and thereupon all rights and obligations hereunder of both parties shall cease.

9. RENTAL APPLICATION. Tenant's application to rent is specifically incorporated herein and made a part hereof. If the application shall contain any misrepresentation, Owner may, in addition to all other remedies, treat such representation as a default hereunder and terminate all rights of Tenant hereunder. Misrepresentations in a rental application are and shall be deemed to be a material breach of the rental agreement.

10. JOINT AND SEVERAL OBLIGATION. It is expressly understood that this Agreement is between Owner and each signatory individually, jointly and severally, including cosigners. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and for complying with all of the terms and provisions of this Agreement, regardless of whether a signatory has vacated possession of the premises.

11. RESPONSIBILITY FOR GUESTS AND INVITEES. Tenant hereby accepts responsibility for Tenant's guests and invitees in and about the premises to respect the privacy and comfort of other tenants and neighbors.

12. TERMINATION PROCEDURE. Upon termination, Tenant shall:

(a) Completely vacate the premises, including any storage or other areas which the Tenant may be occupying;

(b) Deliver all keys and personal property furnished to Tenant during the term of the Agreement to Owner in good, clean and sanitary condition, reasonable wear and tear excepted;

(c) Leave Tenant's forwarding address with Owner to make such security deposit notification, accounting and/or refund as may be required by law;

(d) Owner shall comply with California law regarding pre-move out inspections.

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13. PROHIBITION AGAINST ASSIGNMENT OR SUBLETTING. Except as provided in Section 8.22.360 (A) (2) of the Oakland Municipal Code (Just Cause for Eviction), Tenant shall not assign, transfer, mortgage or hypothecate this Rental Agreement in whole or in part or any interest therein, nor shall Tenant sublease or sublet the premises or any part or portion thereof, either voluntarily or by operation of law. In the event Tenant shall attempt to assign, transfer or hypothecate this Agreement or any interest therein or in the event Tenant shall sublet the whole or any part of the premises, then at the option of Owner, Owner's successors and/or assigns, this Agreement shall immediately terminate. If Owner should consent to one assignment or subletting, such consent shall not be deemed a consent to any subsequent assignment or subletting. The acceptance of rent by Owner from Tenant or from any other person or entity after a purported assignment or subletting shall not be deemed a waiver by Owner of any provision herein. Should Owner allow a sublet or assignment, the subtenant or assignees shall vacate the rental unit at such time as the Tenant no longer resides at the property as his/her principal place of residence. The Owner may, but is not required to do so, offer to rent the unit to the subtenant or assignees. If that occurs, a vacancy is deemed to have been established and the Owner may set a new initial rent under the provisions of California law regarding vacancy decontrol.

14. PROHIBITED PURPOSES AND OTHER RESTRICTIONS. Tenant shall not use the premises or the common areas of which the premises may be a part for any purpose prohibited by the laws of the United States or by the law or ordinances of the State of California and the County and/or City or other municipality in which the premises are situated, whether now in force or hereafter enacted, including but not limited to all police, fire and sanitary regulations. Tenant shall not maintain, keep, or allow to be kept or maintained upon the premises any item, or permit any acts to be done which will cause an increase in the rate of insurance upon or which shall endanger the premises.

15. HOUSE RULES/COVENANTS, CONDITIONS AND RESTRICTIONS. Tenant agrees to abide by any and all such house rules, covenants, conditions and restrictions, bylaws or other such documents, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas.

16. NOTICE OF DISREPAIR. Tenant shall, upon discovery, immediately advise Owner, in writing, of any condition on the premises which adversely affects the habitability thereof. Failure to so notify Owner shall be deemed an admission that such condition does not adversely affect the habitability of the premises.

17. PETS. No pets shall be brought on the premises without the prior written consent of Owner. In the event such consent is obtained, Tenant agrees to keep such pet restrained or leashed at all times, to keep such pet quiet so as not to disturb any neighbors, and to keep the premises clean and odorless at all times, and to ensure that the pet is not a danger or threat of danger to other tenants, guests, or other persons on the premises of the building.

18. CONDITION OF PREMISES.

(a) Tenant has thoroughly examined the premises and all personal property situated therein which may be part of the rental, including, but not limited to, the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot water and cold water supply, building grounds and appurtenances, and accepts the same "as is," and acknowledges that the same are in good, clean and sanitary order, condition and repair, unless noted to the contrary in this Agreement. If Tenant discovers any condition that is not in good repair, Tenant shall notify Owner within five (5) days of taking possession, otherwise the aforementioned acknowledgement that the premises are in good repair shall be conclusively presumed.

(b) Tenant acknowledges by taking possession of the premises that no statement or representation herein expressed as to past, present or future condition or repair thereof, or of any building or common area of which the premises are a part, have been made by or on behalf of Owner unless noted to the contrary in this Agreement. By taking possession, Tenant acknowledges that the premises are ready for occupancy and in good and sanitary order, condition and repair.

(c) Tenant shall at all times, at Tenant's own expense, maintain the premises, its equipment and contents, in reasonable clean, sanitary and neat condition and repair. All refuse and garbage shall be deposited by Tenant in the appropriate receptacles as may be provided by Owner or as provided by Tenant. Tenant shall be responsible for disposing of articles of a size or nature not acceptable by the rubbish hauler for the premises. Tenant shall be responsible for damages caused by conduct of Tenant and Tenant's family and invitees, including the cost of repair of said damages.

(d) Upon termination of the Tenancy, Tenant shall return the premises to Owner in as good order, condition and repair as when received, reasonable wear and tear excepted, and free of all of Tenant's personal property, trash and

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debris. Burns, stains, holes or tears of any size or kind in the carpeting, drapery or walls, among other conditions, do not constitute reasonable wear and tear.

19. **ALTERATIONS.** Tenant shall not paint paper, change locks, install lighting fixtures, display signs or exhibits publicly except as specifically permitted by law, or otherwise redecorate or make alterations to the premises without the written consent of Owner. Any additions to or alterations of the premises shall become at once a part of the premises and belong to the Owner unless the Owner gives Tenant written notice to remove some or all of such additions or alterations in which event Tenant shall cause the item so designated to be removed and the premises to be restored to its original condition, at the expense of Tenant.

20. **WASTE AND NUISANCE.** Neither Tenant nor Tenant's family and invitees shall commit any waste upon the premises or cause any nuisance or act which shall disturb the quiet enjoyment of any other Tenant in the building or buildings of which the premises may be a part or of neighbors of surrounding properties.

21. **LIQUID-FILLED FURNITURE AND AQUARIUMS.** Tenant shall not have a waterbed or other liquid-filled furniture or aquarium over ten (10) gallons on the premises without the prior written consent of Owner.

22. **SMOKING.** Owner does not provide or guarantee a smoke-free environment and smoking is permitted in individual units. Smoking is prohibited in common areas per the Resident Handbook and in areas where prohibited by State and Local law. Owner encourages Tenants who smoke to be respectful of their neighbors.

23. **QUIET ENJOYMENT.** Tenant agrees not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident. Tenant is responsible for the conduct of guests or invitees while they are on the Property. Violation of this provision may result in the immediate termination of this Agreement as provided in this Agreement and by law.

24. **INSURANCE.** Owner will not insure Tenant for any personal injury or property damage, including that caused by the act or omission of any other tenant or third party or by any criminal act or activity, war, riot, insurrection, fire or act of God. Tenant shall obtain and pay for such insurance coverage as Tenant deems necessary to protect Tenant from any such loss or expense.

25. **ENTRY.** Owner or Owner's agents and employees or contractors, may enter the premises as follows:

- (a) In the case of emergency or upon Court order;
- (b) When the Tenant has abandoned or surrendered the premises;
- (c) To make necessary or agreed upon repairs, decorations, alterations or improvements;
- (d) To supply necessary or agreed upon services;
- (e) To exhibit the premises to prospective or actual purchasers, lenders, tenants, workmen or contractors.

Except in the case of an emergency or upon Court order, Tenant shall be given reasonable notice of Owner's intent to enter with entrance during normal business hours from 8:00a.m. until 6:00p.m., Monday through Saturday, holidays excepted. Twenty-four hours shall be presumed to be reasonable notice and Owner may enter premises with or without Tenant being present as authorized by California law.

26. **INDEMNIFICATION.** Owner shall not be liable for any damage or injury to Tenant or any other person or to any property which may occur on the premises or any part thereof or on the common area of which the premises are a part, unless such damage is the proximate result of the negligence or unlawful act of Owner or Owner's agents and employees. Tenant agrees to indemnify Owner against claims resulting from any injury or damage to any person other than Tenant or to the property of such other persons resulting from the failure of Tenant to maintain and repair the premises under this Agreement.

27. **ESTOPPEL CERTIFICATE.** Within ten (10) days after written notice, Tenant agrees to execute and deliver a certificate as submitted by Owner acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.

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28. DAMAGES TO PREMISES. If the premises are so damaged by fire or other casualty as to render the premises untenable, then either party shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such fire or casualty event, except that should damage or destruction occur as the result of the abuse or negligence of Tenant or Tenant's family or invitees, then Owner only shall have the right to terminate this Agreement. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent shall be refunded to Tenant accordingly.

29. CONSENT OF OWNER. Wherever in this Agreement Owner is expressly required to give consent or approval, such consent or approval may be given or withheld in the sole and absolute discretion of Owner unless otherwise expressly stated. In no event, shall Owner be responsible in monetary damages for such failure to give consent unless said consent is withheld maliciously or in bad faith.

30. DEATH OF TENANT. In the event of the death of Tenant before the expiration of the term of this Agreement, this Agreement shall terminate at the end of the month next following the date of receipt by Owner of written notice thereof, or the surrender of the premises to Owner, whichever is earlier.

31. HOLDING OVER. Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days' written notice or, when applicable, sixty (60) days written notice, to the extent permitted by Oakland Measure EE, Just Cause for Eviction.

32. VEHICLE PARKING. Any vehicle belonging to Tenant or Tenant's guests or invitees shall be parked only in areas assigned for such purpose. Tenant shall keep such location clean of oil drippings and shall not repair any motor vehicle of Tenant or Tenant's guests or invitees on the premises. No disabled or inoperative vehicle shall be parked on the premises or on the street adjacent to the premises for any longer than ten (10) days in any thirty (30) day period. Owner shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Tenant and/or Tenant's guests or invitees. Failure of Tenant or Tenant's guests or invitees to follow house rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner.

33. GUARANTOR. In the event Tenant's obligations under this Agreement are guaranteed, under a separate guarantee agreement, the filing of a petition in bankruptcy by the guarantor shall constitute a breach of this agreement and a default hereunder in the event Tenant does not supply to Owner within ten (10) days after written demand from Owner to Tenant a substitute guarantor satisfactory to Owner.

34. SEWER DRAIN STOPPAGE. In the event that any sewer drain stoppage occurs and such stoppage is a result of misuse of said sewer drains by Tenant, all plumbing expenses associated with the repair of said sewer drain shall be the responsibility of Tenant which such expense shall be either paid by Tenant directly or, at the option of Owner if Owner makes such payment, Tenant shall reimburse Owner for Owner's payment of such expense within fifteen (15) days after written notice sent by first class mail from Owner to Tenant setting forth the amount of such expense and a copy of the repair invoice.

35. SMOKE DETECTORS.

(a) The premises are equipped with 3 smoke detection device(s).

(b) Said device(s) was tested and was in proper working order on January 3, 2011 and the operation of the device(s) was explained to the undersigned by the Owner or the Owner's agent.

(c) The undersigned shall test the device(s) no less than one time per week to insure, and shall be responsible for confirming the proper operating function of the device in accordance with the manufacturer's recommended instructions which have been explained to the undersigned.

(d) By initializing this space MD, the undersigned acknowledges that the device(s) is battery operated and that the undersigned shall be solely responsible to insure that the battery is in operating condition at all times, to replace the battery as needed and/or to inform the Owner of the Owner's authorized agent immediately in writing if the unit for any reason is not operating or has not operated under any condition.

36. RATIONING OF UTILITIES. To the extent that Owner provides to Tenant any utility without charge, including, but not limited to water, Owner only agrees to provide a reasonable quantity of said utility and Tenant agrees to pay for any excessive or unreasonable use of said utility. If any utility is rationed, in any respect by any state, regional or local agency

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MD

regulating that utility, excessive or unreasonable use shall be deemed that usage level which results in a penalty or excess use fee. In the event the utility is shared by more than one unit in a building or buildings of which the premises are a part and there is a common metering or distribution system, Tenant shall pay a share of the charge for such excessive or unreasonable use in proportion to the number of units using the utility.

37. **TIME.** Time is of the essence of this Agreement.

38. **MANAGEMENT.** In the event this Agreement is signed by, or in the event a Tenant pays the rent to, a property manager, property management company or other agent of Owner, such person, persons or entity shall be considered as Owner of the premises and shall be authorized to prosecute actions in said agent's, property manager's or said property management company's name without joining the title Owner as plaintiff.

39. **SEVERABILITY.** If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement will remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by the applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

40. **BREACH.** The violation of any of the provisions of this Agreement or of the house rules as may be applicable, including the non-payment of any rent when due, shall be a breach of this Agreement and sufficient cause for eviction from the premises upon proper written notice.

41. **ATTORNEY'S FEES AND COSTS.** If any legal action or proceeding is brought by the Owner or Tenant to enforce any of the terms of this agreement, the parties shall bear their own costs and attorney's fees or related legal costs shall not be awarded to the prevailing party.

42. **NOTICES.** Any notice which either party may give or is required to give, may be given by mailing same, postage prepaid, to Tenant at the premises or to Owner at the building management office, or at such other place as may be designated in writing by the parties from time to time.

43. **ENTIRE AGREEMENT.** The foregoing along with exhibits attached hereto (see below) constitutes the entire Agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. This Agreement may be modified only by a written modification signed by both parties. Further, Tenant represents that he has relied on Tenant's own judgment, experience and expertise in entering into this Agreement with Owner or on the advice and counsel of others on his behalf but has not relied upon any expertise, judgment or recommendations by Owner.

44. **PROPOSITION 65 WARNING.** The premises as well as the common areas in and around the Property contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information on specified exposures is available at www.prop65apt.org and California Health & Safety Code Section 25249.

45. **EVENTS OF DEFAULT.** Tenant shall be guilty of default and material breach of this Agreement if Tenant: a) fails to pay any rent or other sums payable under this Agreement on the date it becomes due; b) defaults in the performance of or breach of any other provision, term, or condition of this Agreement; c) vacates or abandons the premises before the expiration of the full term of this Agreement or any extension of the term; d) permits the leasehold interest of Tenant to be levied upon or attached by process of law; or e) makes an assignment for the benefit of creditors.

46. **WAIVER.** Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising under this Agreement shall not be deemed a waiver of Owner's right subsequently to enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late or incomplete payment(s) on one or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent or to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Initials: MA

Initials: _____

47. **NON-DISCRIMINATION.** There shall be no discrimination against or segregation of any persons on account of race, creed, religion, sex, sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry, disability, or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the residents, lessees, subtenants, sub-lessees or vendees of the premises.

48. **REGISTERED SEX OFFENDER DISCLOSURE NOTICE:** The following notice is provided pursuant to Section 2079.10a of the California Civil Code. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. MA
(Initial)

49. **ATTACHMENTS/ADDENDA.** Tenant acknowledges receipt of the following attachments listed in this section, which are incorporated into and made part of this Agreement. Tenant agrees to abide by said attachments in all respects. Any failure to comply with any of the attachments shall be deemed a breach of this Agreement.

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Addendum I | <input checked="" type="checkbox"/> 9. Special Care Instructions |
| <input checked="" type="checkbox"/> 2. Resident Handbook / Rules & Regulations | <input checked="" type="checkbox"/> 10. Storage Agreement |
| <input checked="" type="checkbox"/> 3. City of Oakland Rent Adjustment Program | <input checked="" type="checkbox"/> 11. Disclosure Regarding Lead Based Paint |
| <input checked="" type="checkbox"/> 4. Renter's Insurance | <input checked="" type="checkbox"/> 12. Maintenance Request Agreement |
| <input checked="" type="checkbox"/> 5. Package Service Agreement | <input checked="" type="checkbox"/> 13. Building Pre-Emergency Summary Notice |
| <input checked="" type="checkbox"/> 6. Asbestos Containing Building Maintenance | <input checked="" type="checkbox"/> 14. PG&E Request for Service |
| <input checked="" type="checkbox"/> 7. Pet Agreement | <input checked="" type="checkbox"/> 15. Proposition 65 Warning Questions & Answers |
| <input checked="" type="checkbox"/> 8. Mold & Mildew | |

The undersigned Tenant acknowledges having read and understood the foregoing and having received a duplicate original of this Agreement.

TENANT:

OWNER:

[Signature]

[Signature]
Edward Y. Hammonds, Asset Manager
1200 Lakeshore Apartments

Dated: 1/20/2011

Dated: 1/20/11

Dated: _____

Initials: MA

Initials: _____

000056

[Handwritten mark]

ADDENDUM I

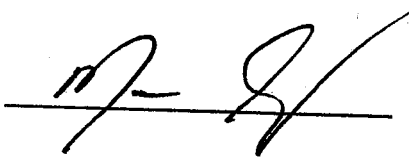
This is the First Addendum to the Residential Rental Agreement dated January 19, 2011 by and between Morsa Azia hereinafter referred to as "Tenant" and 1200 Lakeshore Apartments, hereinafter referred to as "Owner" for the apartment located at 1200 Lakeshore Avenue, Unit 17F Oakland, California 94606, hereinafter referred to as "Premises". The following items are to amend and become a part of that agreement and all other terms and conditions shall remain the same.

1. In consideration of the cost of relocating into 1200 Lakeshore Apartments, the Owner hereby agrees to give new tenant a move-in assistance allowance to help defer moving costs. The allowance is equal to one month's rent and shall be taken as a rent credit as follows: Tenant shall pay \$4,890.00 on or before January 21, 2011 as security deposit and first month's rent. No rent shall be due for the month of March, 2011 (one month free). Beginning April 1, 2011, Tenant will resume rent payments \$2,195.00 per month of for the duration of the initial lease term. MA (Initial)
2. This move-in assistance rent credit does not alter the rental rate agreed upon by the parties. The legal base rent for the unit as that term is defined by the Oakland Rent Adjustment Program is \$2,195.00, the rental rate established in the rental agreement. MA (Initial)
3. Tenant waives any objection they may have to paying the full rental rate established in the rental agreement after the end of the rent credit period. MA (Initial)
4. To the extent that the resumption of the rent to the rental rate established in the lease/rental agreement is deemed a rent increase, the tenants hereby acknowledge that they waive any further notice and stipulate to the "increase." MA (Initial)
5. The parties agree that the move-in allowance set forth herein is being provided to the tenant(s) on the express condition that they enter into a lease for a minimum of twelve months and that they fully comply with the terms of that lease. Should tenants terminate their tenancy in violation of the lease term, during the initial twelve month period, they shall be required to repay the owner any rent credit used pursuant to this addendum for move-in allowances. MA (Initial)
6. Tenant has been provided one (1) fitness center key and has paid a fifty dollar (\$50.00) deposit for said key. Upon termination of this lease and return of the key, this deposit will be refunded. MA (Initial)
7. Tenant has been provided one (1) garage door remote and has paid a fifty dollar (\$50.00) deposit for said remote. Upon termination of this lease and return of the remote in good working order, this deposit will be refunded. MA (Initial)

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8. Notice of Right to a pre-move out inspection of apartment prior to vacating.
- a. Tenant is hereby notified that you have the legal right to request a pre-move out inspection of your apartment, and you have the right to be present during that inspection.
 - b. Upon your request, the Landlord/Agent will make a pre-move out inspection of your apartment at a reasonable time, but no earlier than two weeks before the termination of the tenancy of or at the end of the lease date.
 - c. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the apartment in order to avoid deductions from the security deposit.
 - d. You may not make any repairs to the units that are prohibited by the rental agreement or lease.
 - e. After the pre-move out inspection, the Landlord/Agent will provide you with an itemized statement specifying the repairs or cleaning that will be the basis for any deductions to the security deposit.
 - f. You may make the corrections (that are not prohibited by the rental agreement or by law) during the period following the inspection through the termination of the tenancy in order to avoid deductions from the security deposit.

By their signatures below, the parties acknowledge that the foregoing terms are specifically incorporated into the lease agreement dated January 17, 2011.

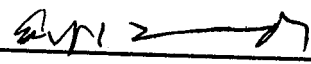
Tenant: 

Date: 1/20/2011

Tenant: _____

Date: _____

1200 Lakeshore Apartments:



Edward Y. Hammonds, as Agent

Date: 1/20/11

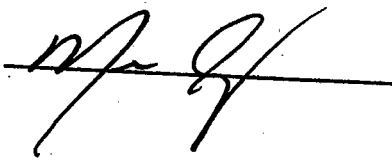


ADDENDUM II

This is the First Addendum to the Residential Rental Agreement dated January 19, 2011 by and between Morsa Aziz hereinafter referred to as "Tenant" and 1200 Lakeshore Apartments, hereinafter referred to as "Owner" for the apartment located at 1200 Lakeshore Avenue, Unit 17F Oakland, California 94606, hereinafter referred to as "Premises". The following items are to amend and become a part of that agreement and all other terms and conditions shall remain the same.

1. The term of the lease shall be extended six months expiring on July 31, 2012.
2. The kitchen shall be upgraded to include wood cabinets and new granite counter tops to match the granite installed in the bathrooms. A portion of tenant's security deposit in the amount of Two Thousand One Hundred Ninety Five Dollars (\$2,195.00) shall be forfeited to offset the cost of said upgrades. Said work shall be completed on or before February 5, 2011. Tenant's remaining security deposit is five hundred dollars (\$500.00).
3. In the event possession of the unit is delayed, it shall not effect the commencement date of the lease or the obligation to pay rent.

By their signatures below, the parties acknowledge that the foregoing terms are specifically incorporated into the lease agreement dated January 19, 2011.


Tenant: 

Date: 2/5/2011

Tenant: _____

Date: _____

1200 Lakeshore Apartments:


Edward Y. Hammonds, as Agent

Date: 2/5/11

◆ 1200 Lakeshore ◆

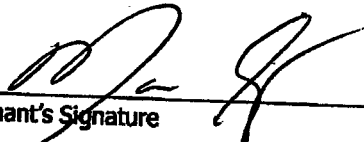
Resident Handbook Acknowledgment Form

The Resident Handbook describes important information about 1200 Lakeshore. I understand it is my responsibility to read, understand and comply with the policies and revisions contained in this handbook. I agree to consult Property Management regarding any questions I have about the handbook or any questions I have that are not answered in the handbook.

Since the information, policies and benefits described here are subject to change as necessary, I acknowledge that revisions to the handbook may occur. I understand that the Owner reserves the right to revise, supplement, or rescind any policies or portion of this handbook at any time it deems appropriate, in its sole and absolute discretion.

I understand that I will be notified of changes to the handbook as they occur. All such changes will be communicated through office memorandums and may be posted in the building notice board. I understand that revised information may supersede, modify or eliminate existing policies. I understand that only the Owner (or its designated representative) may cause any revisions to the policies in this handbook.

I have read and understand the Resident Handbook and this Acknowledgement Form.

 1/20/2011
Tenant's Signature Date
MORSA AZZ 17F
Tenant's Name (printed or typed) Unit

Tenant's Signature Date

Tenant's Name (printed or typed) Unit



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



Community and Economic Development Agency
Rent Adjustment Program

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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.
- If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.
- Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

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

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 17F, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____

I received a copy of this notice on 1/19/2011



此份屋壽 (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.
Baùn Thoàng Baùn queyền kùii của người thuê ở trong Oakland nàgy cường còu baèng tiếng Việt. Nếu còu
moät baùn sao, xin gọi (510) 238-3721.

◆ 1200 Lakeshore ◆


Renter's Insurance

As you may be aware, 1200 Lakeshore does not provide insurance coverage for your personal property, automobile and so forth. Insurance coverage carried by 1200 Lakeshore covers only the building and the property belonging to this community. Specifically, this insurance does not cover the personal property and belongings of the tenants of the apartment community.

Renters Insurance is designed to provide apartment dwellers, with prompt reimbursement for loss, damage or destruction of their property, as well as with coverage for additional living expenses incurred should the apartment, for example, become inhabitable as the result of a fire. Such insurance can also protect policy holders from any liability claims resulting from their own personal activities. For example, Renter's Insurance may be desirable should your negligence be the cause of a fire, you would be held responsible for any damages, or if one of your guests were to have an accident in your apartment, you could be personally responsible for his/her injuries.

For the reasons stated above and many others, we strongly encourage all Tenants to subscribe to this inexpensive form of insurance protection. **Please Note: A copy of a current Renter's Insurance Policy is required to reserve any common area facility such as the Social Room, Business Center, or Garden Courtyard for meetings or parties.**

Please contact your insurance carrier or insurance agent for details.

DATE: 1/20/2011 Apt. #: 17F
TENANT: MORSA AZIZ 
TENANT: _____
TENANT: _____



1200 Lakeshore will accept items for Tenants provided they complete this Authorization and Waiver form. The attendants will place telephone calls notifying Tenant's of deliveries.

If authorized, 1200 Lakeshore will accept at the front desk the following items:

- Items from the U.S. Postal Service which are too large for the mailbox
- Registered and Certified mail.
- Packages from Federal Express, UPS, DHL or other like companies
- Flowers and similar deliveries

Due to space restrictions, we cannot accept furniture deliveries or oversized items for holding. Also, due to space restrictions, packages will be taken to the designated storage area if not picked up by 8:00 p.m. the day of the delivery.

This service will be available only to those Tenants who have provided authorization.

Package Service Authorization and Waiver

1200 Lakeshore is hereby authorized to accept deliveries of express, registered and certified mail or packages for my apartment. Management representatives shall exercise diligence in giving me timely notice and in holding said deliveries in safe keeping. I hold 1200 Lakeshore and its agents and representatives harmless from any liability in the event of loss, damage or theft of said deliveries.

TENANT: [Signature]

DATE: 1/20/2011

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

OWNER: [Signature]

DATE: 1/20/11

◆ 1200 Lakeshore ◆

Asbestos Containing Building Materials

ACM Notification – September 30, 2002

This notification is to inform you that known or presumed asbestos containing materials (ACM) are located on this property and to ask that you take precautions not to disturb the ACM.

Locations of the ACM

Based on a survey conducted by an environmental consultant for the purpose of identifying ACM at the building, ACM is located or presumed to be located in the following locations throughout the building or at locations indicated:

- Acoustic ceiling materials
- Wall skim coat
- Plumbing insulation pipe lagging
- Transit panel installed on the roof

For more specific information about the nature and location of the ACM, we encourage you to review the entire building survey, which is available in our office upon request during regular business hours.

Sampling Data

We have conducted air sampling on various floors and in various apartment units. The building survey also includes bulk sampling of various materials throughout the building. We encourage you to review the sampling, which is available in our office upon request during regular business hours.

Potential Hazards and General Precautions

Asbestos presents a health hazard when it is disturbed and allowed to become airborne where it can be inhaled. Long-term overexposure to airborne asbestos can result in asbestosis (scarring of the lungs), lung cancer and mesothelioma (cancer of the lining of the lung or gut cavity). If you would like to obtain additional information regarding potential health risks or impacts of asbestos or ACM, we encourage you to contact the California Occupational Safety and Health Administration, or any other health or environmental regulatory agency you believe appropriate.

If you observe any conditions in the building that indicate any ACM has been disturbed or may otherwise present a concern, please promptly report the conditions to Management at 1200 Lakeshore Avenue, Oakland, CA, 94606. Telephone 510.834.1200; Fax 510.834.1262.

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EPA

◆1200 Lakeshore◆

Asbestos Containing
Building Materials

To protect your health and safety, and the health and safety of other tenants, employees, and contractors, you must not disturb the ACM in the building or allow your invitees, employees, or contractors to disturb the ACM. For example, do not hammer on the ceilings or otherwise damage the ACM.

Operations & Maintenance Plan

An Operations and Maintenance Plan for this building will be available for your review in our office upon request during regular office hours. The purpose of the O&M Plan is to specify policies and procedures for ensuring that the ACM remains in good condition and that authorized disturbances for these materials (e.g., during building maintenance or renovation) are performed under controlled conditions by properly qualified and equipped contractors and personnel. Employees and contractors who conduct any work in the building must comply with applicable laws and with the O&M Plan.

Acknowledgement of Receipt and Review of ACM Notification

For building safety purposes and to ensure that all tenants have received this information, we ask that all tenants acknowledge their receipt and review of this notification by signing and dating this form.

TENANT: [Signature]

DATE: 1/20/2011

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

OWNER: [Signature]

DATE: 1/20/11

[Handwritten mark]

This document is an addendum and is part of the Lease or Rental Agreement dated January 19, 2011 by and between 1200 Lakeshore, Owner/Agent, and Tenant, for the premises located at Apt#: 17F 1200 Lakeshore, Oakland CA, 94606.

In consideration of their mutual promises, Owner/Agent and Tenant agree as follows:

1. The Lease/Rental Agreement provides that without Owner/Agents prior written consent, no animals whatsoever shall be allowed in or about the premises. Tenant shall not keep or feed stray animals in their rental unit or anywhere on the grounds. Tenant may not allow an animal to be in their rental unit or on the premises even temporarily. Tenant must advise guests of this policy prohibiting animals or secure advance approval from the Owner/Agent.
2. Tenant desires to keep the following described animal (see attached photo), hereinafter referred to as Pet, and represents it is a domesticated named _____ & named _____. Said Pet is: _____ Breed, _____ Weight, a _____ Color. Tenant represents to Owner/Agent that said Pet is not vicious, and has not bitten, attacked, harmed, or menaced anyone in the past.
3. Tenant agrees to comply with all applicable ordinances, regulations, and laws governing pets. If the Pet is a cat, it must be spayed or neutered and veterinary proof required. Tenant must provide and maintain an appropriate litter box and not dispose of litter in the toilets. If the Pet is a bird, it shall not be let out of the cage. If the Pet is a fish, the water container shall not exceed 2 gallons and will be placed in a safe location in the rental unit. Pet shall not be fed directly on the carpet. Tenant shall prevent any fleas or other infestation of the rental unit or other property of Owner. Tenant shall not permit, and represents that Pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints from any other Tenant.
4. Tenant acknowledges and agrees that Owner/Agent may, at any time and in Owner/Agents sole and absolute discretion, revoke its consent by giving Tenant written thirty (30) days notice, if Owner/Agent receives complaints from neighbors or other tenants about Pet, or if Owner/Agent, in Owner/Agents sole discretion, determines that Pet has disturbed the rights, comfort, convenience, or safety of neighbors or their Tenants. Tenant shall permanently remove Pet from Owner property upon Owner/Agents written notice that consent is revoked.

5. If any rule or provision of this Pet Agreement is violated, Owner/Agent shall have the right to demand removal of Pet from the community upon three (3) day written notice. Any refusal by Tenant to comply with such demand shall be deemed to be a material breach of the Lease or Rental Agreement, in which event Owner/Agent shall be entitled to all the rights and remedies set forth in the Lease or Rental Agreement for violations thereof, including but not limited to eviction, damages, and attorneys fees.
6. Tenant agrees that Pet will not be permitted outside the apartment unless restrained by leash, cage or other appropriate animal restraint. Tenant shall not tie Pet to any object outside the rental unit or premises. Use of the grounds or premises for sanitary purposes is prohibited and Tenant agrees to promptly clean up after Pet, if necessary. Pet shall be allowed or walked only in the exterior area(s) designated by the Owner/Agent. Tenant shall not permit Pet in laundry rooms, management offices, social room, business center, playgrounds, or other common areas.
7. Tenant Agrees to provide a security deposit of \$600 per pet.

Check here if **tenant(s) does not** currently own a pet, or does not currently have visiting pet(s). If tenant desires to obtain a pet after tenancy has been established, tenant agrees to abide by the rules herein set forth.

TENANT: [Signature]

DATE: 1/20/2011

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

OWNER: [Signature]

DATE: 1/20/11

[Handwritten mark]

◆ 1200 Lakeshore ◆

MOLD AND MILDEW AGREEMENT

Property: 1200 Lakeshore Avenue, Oakland, CA

Date: 1/20/11

Between Tenant(s): Morsa Azia
and Owner: 1200 Lakeshore Apartments

Tenant acknowledges that mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the Tenant's apartment, storage, or any other rented areas, mildew and mold can grow. It is important for the resident to keep these areas clean and to promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

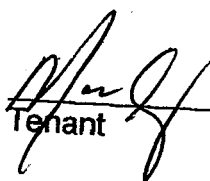
Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold his responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the apartment free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to immediately notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, if any, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to immediately notify the Owner/Agent in writing of any significant mildew or mold growth on surfaces in the apartment.
5. Tenant agrees to allow the Owner/Agent to enter the unit to inspect for mold and make necessary repairs.
6. Tenant agrees to use bathroom exhaust fans while showering or bathing and use exhaust fans wherever cooking dishwashing, or cleaning. If the apartment is equipped with an automatic apartment ventilation fan, Tenant agrees not to disable or otherwise adjust the fan settings. Tenant also agrees to report to the Owner/Agent any non-working fans.
7. Tenant understands that mold can grow on damp surfaces with 24 to 48 hours and agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.

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EML

8. Tenant agrees to notify the Owner/Agent of any problems with the heating, ventilating, and /or air condition systems.
9. Tenant agrees to indemnify and hold harmless the Owner/Agent, from any actions, claims, losses, damages, and expenses, including, but not limited to attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence on the Tenant, including failure to abide by this agreement, or any other person living in, occupying, or using the premises.



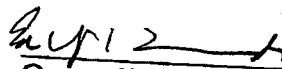
Tenant

1/20/2011

Date

Tenant

Date



Owner/Agent

1/20/11

Date

◆ 1200 Lakeshore ◆

**SPECIAL CARE INSTRUCTIONS FOR YOUR
BATHTUB, SHOWER, & VANITY COUNTERS**

When cleaning your bathtub, shower, and vanity surfaces please do not use abrasive cleaners such as Ajax or Soft Scrub. These cleaners will damage the protective coating on your bathtub or shower. Only use spray type tub and tile cleaners that **do not** contain bleach to clean these surfaces and use a soft cloth or a sponge to wipe clean.

At no time can suction cup type bath mats be used on your bathtub or shower bottom. These mats will cause damage to the new finish. Please use non-skid adhesive products instead, which can be carefully removed when you vacate by using a hairdryer to loosen the adhesive.

When bathing dogs or cats please protect the bottom of the tub as sharp claws will damage the finish and cause the new coating on your bathtub or shower to peel.

Initial MA

Initial _____

000070

EMA

◆1200 Lakeshore◆

Storage Agreement

Your storage space will be located in Storage Room: N/A, Space: # N/A. The storage units are accessible by signing a key out with the door attendant at the front desk between the hours of 9am and 9pm.

Please remember to lock the door every time you exit the storage rooms. Storage units may be used to store luggage, holiday decorations, vacation gear, etc. There are to be NO hazardous materials stored in these units (i.e. gasoline, paint, paint thinner, etc.). Tenants must provide their own lock for their individual storage space and remember to include any valuable items that you are storing in your renters insurance policy.

1200 Lakeshore Management is not liable for any stolen items or for any items damaged by water. We recommend placing belongings on a wooden palette and covering them with plastic in the unlikely event of a plumbing leak within the storage area. Please note that if the storage room key is lost or misplaced, you will be charged \$100 to change the lock and key.

Additionally, tenant is to pay a monthly storage rental fee of \$___ per month due on the 1st of every month, beginning _____ until possession of the storage facility is returned to Lakeshore office and or until tenant has vacated 1200 Lakeshore Avenue.

IMPORTANT: *Please do not place any items in any other storage unit than that assigned to you. If you have any questions about the status of another unit please consult the office for details. Unauthorized items inside or outside of storage units are subject to removal &/or disposal.*

Should you decide that you no longer need storage, please contact the office at 510-834-1200 as soon as possible as storage is limited.

Sincerely,

[Signature] 1/20/11

1200 Lakeshore Management Date

I, [Signature] (please print full name) have read and agree to the above terms and conditions regarding 1200 Lakeshore Storage.

Tenant _____ Date _____

Tenant _____ Date _____

◆1200 Lakeshore◆

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead based paint hazards are present in the housing.
 - (ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the Landlord (check (i) or (ii) below):
 - (i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and /or lead-based paint hazards in the housing.
 - (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (please initial)

- (c) Tenant has received copies of all information listed above.
- (d) Tenant has received the pamphlet, "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (please initial)

- (c) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

TENANT: [Signature]

DATE: 1/20/2011

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

OWNER : [Signature]

DATE: 1/20/11

[Handwritten mark]

1. Tenant(s) acknowledge that all Non-Emergency Work Order Requests shall be reported as soon as Tenants become aware of the needed repair. Tenant(s) shall allow building maintenance personnel three (3) full business days from receipt of said request for completion. *Tenant(s) will notify Management if work is not completed or the problem reoccurs in a timely fashion to prevent further damages to above mentioned unit.*
2. Submitting a service or maintenance work order request and giving Management Permission to Enter, allows Maintenance to enter the premises set forth above during business hours without additional prior notice required. However, Tenant(s) may place an Alert Request with "Call to Notify before Entering" or "Ring Doorbell before Entering" noted when the request is submitted if so desired.
3. Work orders are completed during the hours of 8:00am to 5:00pm Monday through Friday with the exception of Holidays. No appointments may be scheduled. Occasionally, a day may be assigned, but NO specific time can be given.
4. In the event of an *Emergency Work Order defined as water leaks, flooding, major electrical problems, or garbage disposal back-up*, an after hours technician will be dispatched. Please contact the 24-hour Front Desk at (510)-465-2900 should an after hours emergency work order occur.
5. When parts have to be ordered or outside contractors have to be scheduled, Tenant(s) acknowledge additional time may be needed to complete work order requests.
6. In emergency situations such as fire, flood, etc., Maintenance/Management may have to enter Tenant(s)' apartment without prior notification pursuant to Civil Code 1954.

TENANT: _____

DATE: 1/20/2011

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

OWNER: _____

DATE: 1/20/11

201

◆ 1200 Lakeshore ◆

Building Pre-Emergency Summary Notice

We provide this information to all Tenants in compliance with Title 19, Section 17-33 (f) of the California Administrative code, and it is referred to as a Pre-Emergency Plan. If you should have any questions as to the Plan, or your particular building, please contact the Management Office at once so that we can provide you with the proper answer(s). We ask that you review the enclosed information from time to time in order to refresh your memory and equip yourself for emergency response.

It is often the case that in most emergency situations, time is of the essence and a timely response or action is very important. It is our intention to help facilitate a timely response in an emergency situation, which may threaten the safety of Tenants of the building which are under management. While this information may not be all-inclusive, we hope that it serves as a reminder of some standard procedures in the case of building related emergency(s).

BUILDING SECURITY

To a great extent, building security depends upon the cooperation of all its Tenants. In gated parking areas, make certain that strangers do not enter as you are entering or exiting the parking area. For single entry buildings, **DO NOT** allow entry by any unidentified or unexpected visitors. Make certain the entry door closes behind you. Exterior building lights should be in proper working order at all times. If you notice malfunctioning lights in any of the building common areas at any time, please contact the Door Attendant or Management Office at once. Building and apartment locks are to be properly functioning at all times. In the event that you notice a lock on either common area doors, or your apartment door at any time, please notify the Door Attendant or Management Office immediately.

POWER FAILURE

In the event of a power failure, first determine if the power outage is just in your apartment, in the entire building, or extends to the entire neighborhood. In the event of a building power failure from any cause, hallway emergency lights (if applicable in your building) will come on. In the event of a power failure, **DO NOT** use the elevator, but rather use the stairways for exit. If you have sensitive electronic equipment, please take those precautions necessary to prevent damage in the event of a power surge when the power is re-activated.

EARTHQUAKE

Stay Calm! It is likely that in an earthquake, you are safest remaining in your apartment until certain that you can leave. In the event of an earthquake which affects the building, calmly following some basic procedures could help insure your safety and protection. If a power failure occurs, make certain that your appliances are turned off as soon as possible. Some helpful and basic earthquake precautions to follow:

1. Remove heavy objects hanging over beds or chairs
2. Move heavy objects away from apartment exits
3. Keep a fire extinguisher available in your apartment
4. Anchor top-heavy furniture to studs in the wall (first get approval)
5. Keep breakable objects on low shelves or cabinets
6. Know where your circuit breaker/fuse panel is and know how to cut off the power to your unit.
7. Have someone in your home trained in administration of first aid.
8. Have a designated meeting place for your family outside of the building
9. Have emergency supplies on hand which might include the following:
 - a. Portable transistor radio with extra batteries
 - b. Flashlights with extra batteries
 - c. First aid kit
 - d. Food supply (not requiring refrigeration or cooking)
 - e. Drinking water supply for all apartment occupants
 - f. Large plastic bags for toilet refuse
 - g. Change of clothes, shoes, & blankets

000074

◆1200 Lakeshore◆

Building Pre-Emergency Summary Notice

Note: If needed, water supply can be disinfected by adding 8 to 10 drops of chlorine bleach per gallon. Let the water stand at least 30 minutes before drinking. If possible, water supply can be boiled for disinfecting as well.

To exit the building, proceed to the nearest stairway, and **DO NOT USE THE ELEVATOR**. Contact the Door Attendant or Management Office with any question and/or for emergency repair requirements. If you plan to leave the building for an extended period of time after such a disaster, please notify Management, particularly if your apartment has been damaged.

FIRE EMERGENCY

Each unit is equipped with smoke detectors, and the building is equipped with several fire extinguishers. If you notice smoke anywhere in or around the building, notify the fire department by telephoning 911 immediately. If building evacuation is required, **DO NOT USE THE ELEVATOR IN CASE OF FIRE**, but proceed to the nearest stairway and carefully exit the building. Take a moment to locate the exit stairway and fire extinguisher nearest to your unit.

POLICE EMERGENCY

In the event of a police emergency in or around the building, contact the City Police Department immediately by telephoning 911. In the event of a burglary, notify Police as soon as possible.

MEDICAL EMERGENCIES

In the event of medical emergency, it is advisable to telephone 911 immediately.

FREQUENTLY CALLED TELEPHONE NUMBERS

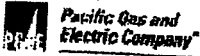
Management Office	510-834-1200
Front Desk/Security	510-465-2900
Police/Fire Emergency	911
Poison Control Emergency	415-821-5265
AT&T Telephone Repairs	Please notify the Office.

DO'S AND DON'TS

- DO Report any suspicious persons in or around the building.
- DO Report lost keys, garage genies, or access keys.
- DO Join your neighbors in "Building and Neighborhood Watch" efforts.
- DO Report burned out light bulbs, particularly exterior units.
- DO Report problems with elevator, doors, door locks, utility services, and garage gates.
- DO NOT attach identification to your key.
- DO NOT follow another car in or out of the garage - (gate is timed).
- DO NOT prop open doors leading from the building.
- DO NOT smoke inside the building's common areas pursuant to applicable City Ordinance.

TENANT: _____
 TENANT: _____
 TENANT: _____

DATE: 1/20/2011
 DATE: _____
 DATE: _____



Request for Service
(Accepted by fax only - for use only with Interim Service Agreement)

62-3282
Customer Services

The undersigned requests that gas and/or electric service be started at this service address:

1200 Lakeshore Avenue, 17F Oakland
 House No. Street Apt. No. City
 Effective on (must allow three working days): February 1 2011
 Month Day Year

Please note: Request will be worked within three working days of receipt by PG&E. Appointment date should be requested a minimum of three working days in advance and should not be scheduled for a Saturday, Sunday or holiday. Four-hour appointment time frames will be accommodated only if resources are available. If resources are unavailable on the date or time requested, appointments will be scheduled as an all day (8 a.m. to 8 p.m.) appointment.

In the event that the gas and/or electric commodity are physically off, access to the main breaker and/or gas appliances must be provided on the date of the appointment. Is there any reason PG&E would not be able to access our equipment or your gas appliances to complete this request (e.g., locked gate or dog)?

Yes No

If Yes, please explain: NO PETS

The following information is required to establish the above utility service:

(Please Print)

Your Name: MORSA AZIZ
 First Middle Last

Mailing Address (if different from service address):

Telephone Numbers (include area code and extension):

510-685-0461
 Home Business

Previous Address:

525 Bantary Rd. Pinole, Ca. 94564
 House No. Street Apt. No. City

How Long? 20 yrs Was PG&E service in your name? Yes No

If yes, has it been turned off? Yes No Approximate Date: _____
 (Any outstanding balance will be included in your initial bill at the new service address.) Month Day Year

If no, do you want it turned off? Yes No Date: _____
 Month Day Year

Social Security Number: 563-25-3175
 (A credit check is necessary to determine whether or not a deposit is required. If a deposit is required, it will be included on your bill.) Month Day Year

If applicable, name of spouse or domestic partner: _____

Please note: Copies of applicable rates and rules are available online at http://www.pge.com/rates_regulations/. You will receive rate information in the mail. Please call our toll-free customer service number (800) 743-5000 if you would like to change your rate or customer information.

Signature of applicant(s): [Signature] Date: 1/20/2011

FAX TO: (916) 923-7261

PG&E USE ONLY:

Order issued on: _____ by: _____ Account ID: _____

000076

1200 Lakeshore

Security Code

Aziz

Dear Resident(s) in Apt #17F:

The keypad system for the interior garage access doors requires a four digit code. Please Note: For added security, each garage level has a different code.

Your assigned Parking Space is #127 located on the 1st Floor Garage Deck. The 4 digit code to access the keypad system is 1124.

Please take special care to keep this code confidential. Should you temporarily forget the code, there are emergency phones located inside the garage that call directly to the security guard desk. The phones are mounted on the garage wall around the corner from each access door.

MA

000077

MA

N° 1200
LAKESHORE

EXHIBIT D

Rent Increase Letters



NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present rent on your unit is \$2,588.62 per month. The annual CPI increase rate effective July 1, 2019 through June 30, 2020 is 3.5%. Your base rent will increase by \$90.59 per month.

Your new rent will be \$2,679.22 per month beginning November 1, 2019 (This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

In addition to your rent, storage is charged in the amount of \$100.00 per month, for a total remittance of \$2,769.22.

9/25/19
Date


Jennifer Mahiar
Community Manager

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

000079

DECLARATION / PROOF OF SERVICE
OF NOTICE TO RESIDENT

I the undersigned, declare that at the time of service of the papers herein referred to, I was at least eighteen (18) years of age, and that I served the following notice:

Notice to Pay Rent or Quit

Other Notice of Rent Increase

On the following resident(s):

Name: Morsa Aziz and all tenants in possession
1200 Lakeshore Ave., # 17F
Oakland, CA 94606

On the

- BY DELIVERING** a copy for each of the above-name resident(s).
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) **AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s) **AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid addressed to the above-named resident(s) at their place of residence.

I declare, under penalty of perjury, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

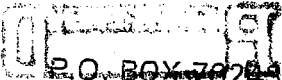
Executed on this 25th Day of September 2019 at/from 1200 Lakeshore Avenue, Office Suite in Oakland CA.



Jennifer Maniar, Community Manager

000080

CITY OF OAKLAND



P.O. BOX 70249, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- ▣ Smoking (circle one) IS or IS NOT permitted in Unit 17F, the unit you intend to rent.
- ▣ Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- ▣ There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

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

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

000081



POSTED
6/2/18

NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

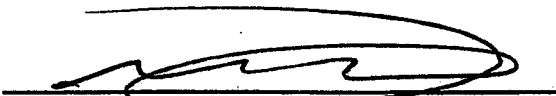
This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present base rent on your unit is \$2,503.50 per month. The annual CPI increase rate effective September 1, 2018 is 3.4%. Your base rent will increase by \$85.12 per month.

Your new base rent will be \$2,588.62 per month beginning November 1st, 2018.

(This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

9/25/18
Date


Geoffrey McCreary
Agent for Owner

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

AFFIDAVIT OF SERVICE OF
NOTICE OF RENT INCREASE

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least (18) years of age, and that I served the attached Notice of Rent Increase with Oakland's Notice to Tenants of the Residential Rent Adjustment Program printed on the reverse side of the Notice of Rent Increase.

I served the increase on the following named parties as required by California law by

- By delivering a copy for each of the named resident(s).
- By posting a copy for each of the named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s)

AND

- Depositing said copy in the United States Mail in a sealed envelope with first class postage fully prepaid, addressed to the resident(s) at their place of residence on the date that I signed this document.

Name: Morsa Aziz

Address: 1200 Lakeshore Avenue, #17F, Oakland, California 94606

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE
AND CORRECT AND IF CALLED AS A WITNESS TO TESTIFY HHERETO, I
COULD DO SO COMPETENTLY.

Executed this 24th of June, of the year 2016 at Oakland, California.

Signature of Declarant



Geoffrey McCreary

000083

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 17F, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at N/A

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

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

N° 1200
LAKESHORE

EXHIBIT F

Resident Ledger

000085

Resident Ledger



Date: 11/01/2019

Code	mor17f	Property	lak	Lease From	02/01/2011
Name	Morsa Aziz	Unit	17F	Lease To	07/31/2012
Address	1200 Lakeshore Avenue #17F	Status	Current	Move In	02/01/2011
		Rent	2679.22	Move Out	
City	Oakland, CA 94606	Phone (H)	(510) 685-0461	Phone (W)	

Date	Chg Code	Description	Debit	Credit	Balance	Chg/Rec
01/25/2011		chk# 153 Feb rent + deposit Reversed by ctrl#44684		4,990.00	(4,990.00)	44535
01/27/2011	nsf	Returned check charge	30.00		(4,960.00)	47136
01/27/2011		chk# 153 NSF receipt Ctrl# 44535 NSF ck 153		(4,990.00)	30.00	44684
02/01/2011	deposit	Deposit	500.00		530.00	46891
02/01/2011	rent	Rent for 30 days	2,195.00		2,725.00	46892
02/01/2011	gymkey	Gym Key Deposit	50.00		2,775.00	46893
02/01/2011	remote	Remote Control Deposit	50.00		2,825.00	46894
02/01/2011	deposit	extra deposit	2,195.00		5,020.00	46895
02/03/2011		chk# 431778024 replacement for nsf		4,990.00	30.00	44769
02/05/2011	depfort	granite & cabinets per addendum II	2,195.00		2,225.00	48568
02/05/2011	depfort	Reverse Cabinet Charge	(2,195.00)		30.00	48569
02/05/2011	deposit	Granite & cabinet payment per addendum II	(2,195.00)		(2,165.00)	48570
03/01/2011	rent	Rent (03/2011)	2,195.00		30.00	47434
03/01/2011	concess	Less: Concessions (03/2011)	(2,195.00)		(2,165.00)	47435
03/09/2011	ptelec	electricity thru 3/8/11	20.43		(2,144.57)	47587
04/01/2011	ptrent	City of Oakland Rent Fee	15.00		(2,129.57)	47745
04/01/2011	rent	Rent (04/2011)	2,195.00		65.43	47981
04/04/2011		chk# 164 April rent		2,245.00	(2,179.57)	45484
04/20/2011	ptelec	electricity to 4/6/11	22.80		(2,156.77)	48190
05/01/2011	rent	Rent (05/2011)	2,195.00		38.23	48369
05/04/2011		chk# 173 May rent Reversed by ctrl#46085		2,245.00	(2,206.77)	46015
05/06/2011		chk# 173 NSF receipt Ctrl# 46015 NSF ck		(2,245.00)	38.23	46085
05/11/2011	nsf	ret ck # 173	30.00		68.23	48469
05/17/2011		chk# 431129929 May rent		2,280.00	(000086)	46105

05/23/2011	rent	Charge for finite & Cabinets upgrade per Addendum II	2,195.00		(16.77)	48576
06/01/2011	rent	Rent (06/2011)	2,195.00		2,178.23	48735
06/01/2011	storinc	Storage Income (06/2011)	50.00		2,228.23	48736
06/06/2011		chk# 432682231 June rent		2,245.00	(16.77)	46475
07/01/2011	rent	Rent (07/2011)	2,195.00		2,178.23	49176
07/01/2011	storinc	Storage Income (07/2011)	50.00		2,228.23	49177
07/06/2011		chk# 432682768 July rent		2,245.00	(16.77)	46907
08/01/2011	rent	Rent (08/2011)	2,195.00		2,178.23	49557
08/01/2011	storinc	Storage Income (08/2011)	50.00		2,228.23	49558
08/10/2011		chk# 181 August rent		2,245.00	(16.77)	47344
09/01/2011	rent	Rent (09/2011)	2,195.00		2,178.23	49938
09/01/2011	storinc	Storage Income (09/2011)	50.00		2,228.23	49939
09/08/2011	late	september late fee	111.41		2,339.64	50032
09/15/2011		chk# 183 September rent		2,357.55	(17.91)	47685
10/01/2011	rent	Rent (10/2011)	2,195.00		2,177.09	50248
10/01/2011	storinc	Storage Income (10/2011)	50.00		2,227.09	50249
10/10/2011		chk# 185 October rent		2,357.55	(130.46)	48081
11/01/2011	rent	Rent (11/2011)	2,195.00		2,064.54	50586
11/01/2011	storinc	Storage Income (11/2011)	50.00		2,114.54	50587
11/11/2011	late	November late	109.75		2,224.29	50677
11/11/2011		chk# 189 november rent and late		2,357.55	(133.26)	48461
12/01/2011	rent	Rent (12/2011)	2,195.00		2,061.74	50896
12/01/2011	storinc	Storage Income (12/2011)	50.00		2,111.74	50897
01/01/2012	rent	Rent (01/2012)	2,195.00		4,306.74	51248
01/01/2012	storinc	Storage Income (01/2012)	50.00		4,356.74	51249
01/03/2012		chk# 193 January rent Reversed by ctrl#49205		2,357.55	1,999.19	49027
01/05/2012	nsf	Returned check charge	30.00		2,029.19	51335
01/05/2012		chk# 193 NSF receipt Ctrl# 49027 NSF ck#193		(2,357.55)	4,386.74	49205
01/10/2012	late	late fee	109.75		4,496.49	51336
01/12/2012		chk# 434010026 January rent		2,245.00	2,251.49	49219
01/27/2012		chk# 434010235 January replacement cashier's check		2,245.00	6.49	49284
02/01/2012	rent	Rent (02/2012)	2,195.00		2,201.49	51551
02/01/2012	storinc	Storage Income (02/2012)	50.00		2,251.49	51552
02/09/2012	late	feb late fee	112.57		2,364.06	51644
02/13/2012		chk# 434010419 Feb rent		2,364.06	0.00	49605
03/01/2012	ptrent	City of Oakland Rent Fee	15.00		15.00	51860
03/01/2012	rent	Rent (03/2012)	2,195.00		2,210.00	52039
03/01/2012	storinc	Storage Income (03/2012)	50.00		2,260.00	52040
03/07/2012	late	March late fee	112.25		2,372.25	52205
03/23/2012		chk# 434010891 March rent and late		2,372.25	0.00	50016
04/01/2012	rent	Rent (04/2012)	2,195.00		2,195.00	52373
04/01/2012	storinc	Storage Income (04/2012)	50.00		2,245.00	52374
04/11/2012	late	april late fee	50.00		2,295.00	52467

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04/11/2012		chk# 435 894 april rent		2,295.00	0.00	50351
05/01/2012	rent	Rent (05/2012)	2,195.00		2,195.00	52728
05/01/2012	storinc	Storage Income (05/2012)	50.00		2,245.00	52729
05/24/2012	late	May late fee	112.25		2,357.25	52918
06/01/2012	rent	Rent (06/2012)	2,195.00		4,552.25	53039
06/01/2012	storinc	Storage Income (06/2012)	50.00		4,602.25	53040
06/23/2012	late	june late fee	230.11		4,832.36	53246
07/01/2012	rent	Rent (07/2012)	2,260.00		7,092.36	53374
07/01/2012	storinc	Storage Income (07/2012)	50.00		7,142.36	53375
07/01/2012	rent	Increase not effective until 8/1/12	(65.00)		7,077.36	53466
07/11/2012		chk# 435458786		7,142.36	(65.00)	51498
08/01/2012	rent	Rent (08/2012)	2,260.00		2,195.00	53699
08/01/2012	storinc	Storage Income (08/2012)	50.00		2,245.00	53700
08/08/2012	late	August late fee	112.25		2,357.25	53787
08/13/2012		chk# 435459180		2,357.25	0.00	51883
09/01/2012	rent	Rent (09/2012)	2,260.00		2,260.00	54034
09/01/2012	storinc	Storage Income (09/2012)	50.00		2,310.00	54035
09/07/2012	late	Sept Late Fee	115.50		2,425.50	54133
09/10/2012		chk# 435459458 Sept rent		2,425.50	0.00	52267
10/01/2012	rent	Rent (10/2012)	2,260.00		2,260.00	54339
10/01/2012	storinc	Storage Income (10/2012)	50.00		2,310.00	54340
10/10/2012	late	October late fee	115.50		2,425.50	54444
10/10/2012		chk# 171489 Oct rent		2,425.50	0.00	52632
11/01/2012	rent	Rent (11/2012)	2,260.00		2,260.00	54677
11/01/2012	storinc	Storage Income (11/2012)	50.00		2,310.00	54678
11/09/2012	late	Nov rent late fee	115.50		2,425.50	54761
11/12/2012		chk# 171678 Nov rent		2,425.50	0.00	52996
12/01/2012	rent	Rent (12/2012)	2,260.00		2,260.00	55002
12/01/2012	storinc	Storage Income (12/2012)	50.00		2,310.00	55003
12/11/2012		chk# 172030 Dec rent		2,425.50	(115.50)	53368
12/14/2012	late	Dec late fee	115.50		0.00	55177
01/01/2013	rent	Rent (01/2013)	2,260.00		2,260.00	55310
01/01/2013	storinc	Storage Income (01/2013)	50.00		2,310.00	55311
01/07/2013	late	Jan Late Fee	115.50		2,425.50	55401
01/14/2013		chk# 172379 Jan rent		2,425.50	0.00	53727
02/01/2013	rent	Rent (02/2013)	2,260.00		2,260.00	55629
02/01/2013	storinc	Storage Income (02/2013)	50.00		2,310.00	55630
02/07/2013	late	February Late Fee	115.50		2,425.50	55729
02/12/2013		chk# 172675 Feb rent		2,425.50	0.00	54098
03/01/2013	rent	Rent (03/2013)	2,260.00		2,260.00	55938
03/01/2013	storinc	Storage Income (03/2013)	50.00		2,310.00	55939
03/07/2013	late	Mar Rent Late Fee	115.50		2,425.50	56027
03/11/2013		chk# 173028 Mar Rent		2,425.50	0.00	54455
04/01/2013	rent	Rent (04/2013)	2,260.00		2,260.00	58640
04/01/2013	storinc	Storage Income (04/2013)	50.00		2,310.00	58641
04/01/2013	ptrent	City of Oakland Rent Fee	15.00		000088	59152

04/08/2013	late	Apr Late Fee	115.00		2,440.50	59240
04/11/2013		chk# 1659447 Apr Rent, Storage, Oakland Rent Fee and Late Fee		2,425.50	15.00	54967
05/01/2013	rent	Rent (05/2013)	2,260.00		2,275.00	59445
05/01/2013	storinc	Storage Income (05/2013)	50.00		2,325.00	59446
05/10/2013	late	May Late Fee	116.25		2,441.25	59538
06/01/2013	rent	Rent (06/2013)	2,260.00		4,701.25	59773
06/01/2013	storinc	Storage Income (06/2013)	50.00		4,751.25	59774
07/01/2013	rent	Rent (07/2013)	2,260.00		7,011.25	60100
07/01/2013	storinc	Storage Income (07/2013)	50.00		7,061.25	60101
07/03/2013		chk# 002059331 May rent		2,425.50	4,635.75	55867
07/09/2013	late	July late fee	231.79		4,867.54	60190
07/12/2013		chk# 002993217 June + July rent plus late fees		4,867.54	0.00	55989
08/01/2013	rent	Rent (08/2013)	2,307.00		2,307.00	60415
08/01/2013	storinc	Storage Income (08/2013)	50.00		2,357.00	60416
08/07/2013	late	Aug Late Fee	117.85		2,474.85	60523
09/01/2013	rent	Rent (09/2013)	2,307.00		4,781.85	60741
09/01/2013	storinc	Storage Income (09/2013)	50.00		4,831.85	60742
09/12/2013	late	September late fee	117.85		4,949.70	60835
09/24/2013		chk# 003693279 Aug Rent		2,474.85	2,474.85	56720
09/27/2013		chk# 3693287 Sep Rent		2,474.85	0.00	56745
10/01/2013	rent	Rent (10/2013)	2,307.00		2,307.00	61030
10/01/2013	storinc	Storage Income (10/2013)	50.00		2,357.00	61031
10/07/2013	late	Oct Late Fee	117.85		2,474.85	61128
11/01/2013	rent	Rent (11/2013)	2,307.00		4,781.85	61375
11/01/2013	storinc	Storage Income (11/2013)	50.00		4,831.85	61376
11/04/2013		chk# 003693638 Nov Rent		4,831.85	0.00	57255
12/01/2013	rent	Rent (12/2013)	2,307.00		2,307.00	61683
12/01/2013	storinc	Storage Income (12/2013)	50.00		2,357.00	61684
12/10/2013		chk# 004049075 December rent		2,357.00	0.00	57687
12/17/2013	ptmaint	2 Key Copies	10.00		10.00	61780
01/01/2014	rent	Rent (01/2014)	2,307.00		2,317.00	61980
01/01/2014	storinc	Storage Income (01/2014)	50.00		2,367.00	61981
01/08/2014	late	Jan Late Fee	118.35		2,485.35	62082
01/10/2014		chk# 004515323 Jan Rent, Storage, Keys and Late Fee		2,485.35	0.00	58007
02/01/2014	rent	Rent (02/2014)	2,307.00		2,307.00	62306
02/01/2014	storinc	Storage Income (02/2014)	50.00		2,357.00	62307
02/07/2014	late	Feb Late Fee	117.85		2,474.85	62396
02/28/2014		chk# 244 Feb rent		2,474.85	0.00	58404
03/01/2014	rent	Rent (03/2014)	2,307.00		2,307.00	62610
03/01/2014	storinc	Storage Income (03/2014)	50.00		2,357.00	62611
03/08/2014		chk# 819400590 March rent		2,350.00	7.00	58667
04/01/2014	ptrent	City of Oakland Rent Fee	15.00		22.00	62809
04/01/2014	rent	Rent (04/2014)	2,307.00		0.00	63067
04/01/2014	storinc	Storage Income (04/2014)	50.00		2,379.00	63068

04/07/2014	late	April late	118.95		2,497.95	63240
05/01/2014	rent	Rent (05/2014)	2,307.00		4,804.95	63367
05/01/2014	storinc	Storage Income (05/2014)	50.00		4,854.95	63368
05/08/2014	late	May Late Fee	242.74		5,097.69	63468
06/01/2014	rent	Rent (06/2014)	2,307.00		7,404.69	63700
06/01/2014	storinc	Storage Income (06/2014)	50.00		7,454.69	63701
06/10/2014	late	June late fee	372.73		7,827.42	63795
07/01/2014	rent	Rent (07/2014)	2,307.00		10,134.42	64006
07/01/2014	storinc	Storage Income (07/2014)	50.00		10,184.42	64007
08/01/2014	rent	Rent (08/2014)	2,350.00		12,534.42	64343
08/01/2014	storinc	Storage Income (08/2014)	50.00		12,584.42	64344
08/07/2014	late	Aug Late Fee	629.22		13,213.64	64446
08/12/2014		chk# 0819402338 Apr Rent		2,370.00	10,843.64	60591
09/01/2014	rent	Rent (09/2014)	2,350.00		13,193.64	64677
09/01/2014	storinc	Storage Income (09/2014)	50.00		13,243.64	64678
10/01/2014	rent	Rent (10/2014)	2,350.00		15,593.64	65007
10/01/2014	storinc	Storage Income (10/2014)	50.00		15,643.64	65008
10/17/2014		chk# 0819403096		5,000.00	10,643.64	61342
11/01/2014	rent	Rent (11/2014)	2,350.00		12,993.64	65329
11/01/2014	storinc	Storage Fee (11/2014)	50.00		13,043.64	65330
11/05/2014		chk# 0819403355		2,350.00	10,693.64	61628
11/17/2014		chk# 0953904142		1,783.00	8,910.64	61670
12/01/2014	rent	Rent (12/2014)	2,350.00		11,260.64	65647
12/01/2014	storinc	Storage Fee (12/2014)	50.00		11,310.64	65648
12/05/2014		chk# 0819403692		2,350.00	8,960.64	61955
12/16/2014		chk# 0819403755		1,783.00	7,177.64	62006
01/01/2015	rent	Rent (01/2015)	2,350.00		9,527.64	65958
01/01/2015	storinc	Storage Fee (01/2015)	50.00		9,577.64	65959
01/05/2015		chk# 0819403997		2,350.00	7,227.64	62255
01/16/2015		chk# 1097201818		1,783.00	5,444.64	62353
02/01/2015	rent	Rent (02/2015)	2,350.00		7,794.64	66327
02/01/2015	storinc	Storage Fee (02/2015)	50.00		7,844.64	66328
02/06/2015		chk# 819404359		2,350.00	5,494.64	62675
02/19/2015		chk# 819404475		1,783.00	3,711.64	62712
03/01/2015	rent	Rent (03/2015)	2,350.00		6,061.64	66632
03/01/2015	storinc	Storage Fee (03/2015)	50.00		6,111.64	66633
03/06/2015		chk# 0953905626		2,350.00	3,761.64	63007
03/16/2015		chk# 0819404813		1,785.00	1,976.64	63038
03/31/2015	ptrent	City of Oakland Rent Board Fee 2015	15.00		1,991.64	66912
04/01/2015	rent	Rent (04/2015)	2,350.00		4,341.64	67111
04/01/2015	storinc	Storage Fee (04/2015)	50.00		4,391.64	67112
04/06/2015	late	Late Fee	120.00		4,511.64	67208
04/10/2015	late	Late Fees waived, resident paid off court stipulation	(1,363.64)		3,148.00	67223
04/10/2015		chk# 0819405410 April Rent		2,550.00	598.00	63456
04/10/2015		chk# 0819405139 April Rent		600.00	000090	63457

05/01/2015	rent	Rent (05/2015)	2,350.00		2,348.00	67455
05/01/2015	storinc	Storage Fee (05/2015)	50.00		2,398.00	67456
05/06/2015	late	Late Fee	119.90		2,517.90	67568
05/11/2015		chk# 0819405538 MAY RENT		2,517.90	0.00	63840
06/01/2015	rent	Rent (06/2015)	2,350.00		2,350.00	67787
06/01/2015	storinc	Storage Fee (06/2015)	50.00		2,400.00	67788
06/08/2015	late	Late Fee	120.00		2,520.00	67910
06/09/2015		chk# 0819405906 June Rent		2,520.00	0.00	64168
07/01/2015	rent	Rent (07/2015)	2,350.00		2,350.00	68114
07/01/2015	storinc	Storage Fee (07/2015)	50.00		2,400.00	68115
07/06/2015	late	Late Fee	117.50		2,517.50	68239
07/10/2015		chk# 0819406296 July Rent		2,517.50	0.00	64546
08/01/2015	rent	Rent (08/2015)	2,399.23		2,399.23	68485
08/01/2015	storinc	Storage Fee (08/2015)	50.00		2,449.23	68486
08/11/2015	late	August Late Fee	119.96		2,569.19	68613
08/11/2015		chk# 0819406650 August Rent		2,400.00	169.19	64931
08/12/2015		chk# 377 August Rent		169.19	0.00	64939
09/01/2015	rent	Rent (09/2015)	2,399.23		2,399.23	68839
09/01/2015	storinc	Storage Fee (09/2015)	50.00		2,449.23	68840
09/09/2015		chk# 0819406990 September Rent		2,400.00	49.23	65323
09/14/2015	late	September Late Fee	122.46		171.69	68955
09/17/2015		chk# 380 September Rent		171.69	0.00	65339
10/01/2015	rent	Rent (10/2015)	2,399.23		2,399.23	69195
10/01/2015	storinc	Storage Fee (10/2015)	50.00		2,449.23	69196
10/07/2015		chk# 388 October Rent		2,449.23	0.00	65666
11/01/2015	rent	Rent (11/2015)	2,399.23		2,399.23	69528
11/01/2015	storinc	Storage Fee (11/2015)	50.00		2,449.23	69529
11/09/2015	late	November Late Fee	122.46		2,571.69	69625
11/10/2015		chk# 391 November Rent		2,571.69	0.00	66030
12/01/2015	rent	Rent (12/2015)	2,399.23		2,399.23	69851
12/01/2015	storinc	Storage Fee (12/2015)	50.00		2,449.23	69852
12/07/2015	late	December Late Fee	122.46		2,571.69	69958
12/16/2015		chk# 394 December Rent		2,449.23	122.46	66393
12/30/2015		chk# 0819408222 Late Fee		122.46	0.00	66478
01/01/2016	rent	Rent (01/2016)	2,399.23		2,399.23	70195
01/01/2016	storinc	Storage Fee (01/2016)	50.00		2,449.23	70196
01/06/2016	late	January Late Fee	122.46		2,571.69	70307
01/11/2016		chk# 493 January Rent		2,571.69	0.00	66780
02/01/2016	rent	Rent (02/2016)	2,399.23		2,399.23	70577
02/01/2016	storinc	Storage Fee (02/2016)	50.00		2,449.23	70578
02/04/2016		chk# 498 February Rent		2,400.00	49.23	67065
02/11/2016		chk# 500 February Rent		49.23	0.00	67166
02/19/2016	ptrent	City of Oakland Rent Board Fee 2016	15.00		15.00	70860
03/01/2016	rent	Rent (03/2016)	2,399.23		2,414.23	71082
03/01/2016	storinc	Storage Fee (03/2016)	50.00		2,464.23	71083
03/08/2016		chk# 502 March Rent		2,449.23	000091	67592

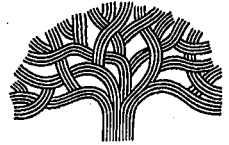
04/01/2016	rent	Rent (04/2016)	2,399.23		2,414.23	71466
04/01/2016	storinc	Storage Fee (04/2016)	50.00		2,464.23	71467
04/06/2016	late	April Late Fee	123.21		2,587.44	71596
04/11/2016		chk# 505 April Rent		2,587.44	0.00	68062
05/01/2016	rent	Rent (05/2016)	2,399.23		2,399.23	71840
05/01/2016	storinc	Storage Fee (05/2016)	50.00		2,449.23	71841
05/06/2016	late	May Late Fee	122.46		2,571.69	71959
05/11/2016		chk# 510 May Rent		2,571.69	0.00	68489
06/01/2016	rent	Rent (06/2016)	2,399.23		2,399.23	72197
06/01/2016	storinc	Storage Fee (06/2016)	50.00		2,449.23	72198
06/07/2016	late	June Late Fee	124.96		2,574.19	72312
06/10/2016		chk# 512 June Rent		2,571.69	2.50	68870
07/01/2016	rent	Rent (07/2016)	2,399.23		2,401.73	72558
07/01/2016	storinc	Storage Fee (07/2016)	50.00		2,451.73	72559
07/01/2016		chk# 514 July Rent		2,451.73	0.00	69091
08/01/2016	rent	Rent (08/2016)	2,447.21		2,447.21	72923
08/01/2016	storinc	Storage Fee (08/2016)	100.00		2,547.21	72924
08/03/2016		chk# 0030704730 August Rent		2,547.21	0.00	69599
09/01/2016	rent	Rent (09/2016)	2,447.21		2,447.21	73334
09/01/2016	storinc	Storage Fee (09/2016)	100.00		2,547.21	73335
09/07/2016	late	September Late Fee	127.36		2,674.57	73446
09/21/2016		chk# 517 September Rent		2,674.57	0.00	70097
10/01/2016	rent	Rent (10/2016)	2,447.21		2,447.21	73684
10/01/2016	storinc	Storage Fee (10/2016)	100.00		2,547.21	73685
10/07/2016	late	October Late Fee	127.36		2,674.57	73801
10/18/2016		chk# 518 October Rent Reversed by ctrl#70470		2,674.57	0.00	70461
10/20/2016	nsf	Returned check charge	30.00		30.00	73907
10/20/2016		chk# 518 NSF receipt Ctrl# 70461		(2,674.57)	2,704.57	70470
10/21/2016		chk# 6573703866 October Rent to Cover NSF		2,704.50	0.07	70471
11/01/2016	rent	Rent (11/2016)	2,447.21		2,447.28	74051
11/01/2016	storinc	Storage Fee (11/2016)	100.00		2,547.28	74052
11/08/2016	late	November Late Fee	127.36		2,674.64	74189
11/08/2016		chk# 6573703924 November Rent		2,674.57	0.07	70794
12/01/2016	rent	Rent (12/2016)	2,447.21		2,447.28	74412
12/01/2016	storinc	Storage Fee (12/2016)	100.00		2,547.28	74413
12/03/2016		chk# 6573704000 December Rent		2,547.21	0.07	71122
01/01/2017	rent	Rent (01/2017)	2,447.21		2,447.28	74772
01/01/2017	storinc	Storage Fee (01/2017)	100.00		2,547.28	74773
01/09/2017	late	January Late Fee	127.36		2,674.64	74881
01/17/2017		chk# 520 January Rent		2,674.57	0.07	71530
02/01/2017	rent	Rent (02/2017)	2,447.21		2,447.28	75165
02/01/2017	storinc	Storage Fee (02/2017)	100.00		2,547.28	75166
02/01/2017	ptrent	City of Oakland Rent Board Fee 2017	34.00		2,581.28	75388
02/08/2017	late	February Late Fee	129.06		2,710.34	75453
02/10/2017		chk# 521 February Rent		2,710.34	0.00	71987

03/01/2017	rent	Rent (03/2017)	2,447.21		2,447.21	75714
03/01/2017	storinc	Storage Fee (03/2017)	100.00		2,547.21	75715
03/07/2017		chk# 524 March Rent		2,676.34	(129.13)	72374
04/01/2017	rent	Rent (04/2017)	2,447.21		2,318.08	76080
04/01/2017	storinc	Storage Fee (04/2017)	100.00		2,418.08	76081
04/06/2017		chk# 527 April Rent		2,418.08	0.00	72698
05/01/2017	rent	Rent (05/2017)	2,447.21		2,447.21	76469
05/01/2017	storinc	Storage Fee (05/2017)	100.00		2,547.21	76470
05/04/2017		chk# 533 May Rent		2,418.08	129.13	73017
06/01/2017	rent	Rent (06/2017)	2,447.21		2,576.34	76832
06/01/2017	storinc	Storage Fee (06/2017)	100.00		2,676.34	76833
06/04/2017		chk# 538		2,418.08	258.26	73404
07/01/2017	rent	Rent (07/2017)	2,447.21		2,705.47	77201
07/01/2017	storinc	Storage Fee (07/2017)	100.00		2,805.47	77202
07/03/2017		chk# 539		2,418.88	386.59	73539
08/01/2017	rent	Rent (08/2017)	2,503.50		2,890.09	77620
08/01/2017	storinc	Storage Fee (08/2017)	100.00		2,990.09	77621
08/04/2017		chk# 545		2,418.08	572.01	74352
09/01/2017	rent	Rent (09/2017)	2,503.50		3,075.51	77971
09/01/2017	storinc	Storage Fee (09/2017)	100.00		3,175.51	77972
09/06/2017		chk# 547		2,418.08	757.43	74743
10/01/2017	rent	Rent (10/2017)	2,503.50		3,260.93	78328
10/01/2017	storinc	Storage Fee (10/2017)	100.00		3,360.93	78329
10/04/2017		chk# 555 October 2017 Rent & September Back rent		2,418.08	942.85	75006
11/01/2017	rent	Rent (11/2017)	2,503.50		3,446.35	78719
11/01/2017	storinc	Storage Fee (11/2017)	100.00		3,546.35	78720
11/07/2017		chk# 558		2,418.00	1,128.35	75579
12/01/2017	rent	Rent (12/2017)	2,503.50		3,631.85	79080
12/01/2017	storinc	Storage Fee (12/2017)	100.00		3,731.85	79081
12/02/2017		chk# 559		2,547.21	1,184.64	75776
12/06/2017		chk# 561		56.29	1,128.35	75915
01/01/2018	rent	Rent (01/2018)	2,503.50		3,631.85	79428
01/01/2018	storinc	Storage Fee (01/2018)	100.00		3,731.85	79429
01/05/2018		chk# 564		2,603.50	1,128.35	76207
02/01/2018	rent	Rent (02/2018)	2,503.50		3,631.85	79767
02/01/2018	storinc	Storage Fee (02/2018)	100.00		3,731.85	79768
02/06/2018		chk# 567 NSFed by ctrl# 76601 Nsf check#567		2,603.50	1,128.35	76525
02/08/2018	nsf	Returned check charge	30.00		1,158.35	79877
02/08/2018	late	February Late Fee	122.36		1,280.71	79878
02/08/2018		chk# 567 NSF receipt Ctrl# 76525		(2,603.50)	3,884.21	76601
02/14/2018		chk# 0819417420		2,755.86	1,128.35	76618
03/01/2018	ptrent	City of Oakland Rent Fee	34.00		1,162.35	80073
03/01/2018	rent	Rent (03/2018)	2,503.50		3,665.85	80272
03/01/2018	storinc	Storage Fee (03/2018)	100.00		000093	80273

03/06/2018	late	March late	12.00		3,891.05	80375
03/08/2018		chk# 570		2,628.70	1,262.35	77082
04/01/2018	rent	Rent (04/2018)	2,503.50		3,765.85	80652
04/01/2018	storinc	Storage Fee (04/2018)	100.00		3,865.85	80653
04/19/2018		chk# 0819418055		2,628.70	1,237.15	77532
05/01/2018	rent	Rent (05/2018)	2,503.50		3,740.65	81093
05/01/2018	storinc	Storage Fee (05/2018)	100.00		3,840.65	81094
05/08/2018	late	April late fee	125.17		3,965.82	81298
05/08/2018	late	May late fee	125.17		4,090.99	81299
05/16/2018		chk# 095		2,628.70	1,462.29	77975
06/01/2018	rent	Rent (06/2018)	2,503.50		3,965.79	81576
06/01/2018	storinc	Storage Fee (06/2018)	100.00		4,065.79	81577
06/09/2018	late	June late fee	125.17		4,190.96	81707
06/09/2018		chk# 571		2,628.70	1,562.26	78334
07/01/2018	rent	Rent (07/2018)	2,503.50		4,065.76	81983
07/01/2018	storinc	Storage Fee (07/2018)	100.00		4,165.76	81984
07/05/2018		chk# 576 July Rent		2,603.50	1,562.26	78745
08/01/2018	rent	Rent (08/2018)	2,503.50		4,065.76	82402
08/01/2018	storinc	Storage Fee (08/2018)	100.00		4,165.76	82403
08/04/2018		chk# 0819419111 August Rent		2,603.50	1,562.26	79120
09/01/2018	rent	Rent (09/2018)	2,503.50		4,065.76	82783
09/01/2018	storinc	Storage Fee (09/2018)	100.00		4,165.76	82784
09/04/2018		chk# 577 September Rent		2,603.50	1,562.26	79455
10/01/2018	rent	Rent (10/2018)	2,503.50		4,065.76	83159
10/01/2018	storinc	Storage Fee (10/2018)	100.00		4,165.76	83160
10/05/2018		chk# 6573706105 October Rent		2,688.62	1,477.14	79894
11/01/2018	rent	Rent (11/2018)	2,588.62		4,065.76	83575
11/01/2018	storinc	Storage Fee (11/2018)	100.00		4,165.76	83576
11/04/2018		chk# 6573706181 November Rent		2,688.62	1,477.14	80240
11/14/2018		chk# 6573708822 Nov Rent and Storage Fees		1,477.14	0.00	80342
12/01/2018	rent	Rent (12/2018)	2,588.62		2,588.62	83940
12/01/2018	storinc	Storage Fee (12/2018)	100.00		2,688.62	83941
12/05/2018		chk# 578 Dec Rent		2,688.62	0.00	80638
01/01/2019	rent	Rent (01/2019)	2,588.62		2,588.62	84294
01/01/2019	storinc	Storage Fee (01/2019)	100.00		2,688.62	84295
01/03/2019		chk# 6573706391 Jan rent and partial storage fee		2,603.50	85.12	80993
02/01/2019	ptrent	Oakland Rent Board Fee 2019	34.00		119.12	84497
02/01/2019	rent	Rent (02/2019)	2,588.62		2,707.74	84825
02/01/2019	storinc	Storage Fee (02/2019)	100.00		2,807.74	84826
02/15/2019	late	Late Fee	129.43		2,937.17	84961
02/15/2019		chk# 582 Feb rent and 1 storage fee		2,688.62	248.55	81586
03/01/2019	rent	Rent (03/2019)	2,588.62		2,837.17	85185
03/01/2019	storinc	Storage Fee (03/2019)	100.00		2,937.17	85186
03/06/2019		chk# 584 March rent and past due balances		2,688.63	248.54	81931
04/01/2019	rent	Rent (04/2019)	2,588.62		2,837.16	85560

04/01/2019	storinc	Storage Fee (04/2019)	100.00		2,937.16	<u>85561</u>
04/09/2019		chk# 0819421243 April rent		2,688.62	248.54	<u>82361</u>
05/01/2019	rent	Rent (05/2019)	2,588.62		2,837.16	<u>85960</u>
05/01/2019	storinc	Storage Fee (05/2019)	100.00		2,937.16	<u>85961</u>
05/21/2019		chk# 000456922 Rent		2,638.62	298.54	<u>82791</u>
05/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,340.08)	<u>82942</u>
06/01/2019	rent	Rent (06/2019)	2,588.62		248.54	<u>86326</u>
06/01/2019	storinc	Storage Fee (06/2019)	100.00		348.54	<u>86327</u>
06/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,290.08)	<u>83311</u>
07/01/2019	rent	Rent (07/2019)	2,588.62		298.54	<u>86706</u>
07/01/2019	storinc	Storage Fee (07/2019)	100.00		398.54	<u>86707</u>
08/01/2019	rent	Rent (08/2019)	2,588.62		2,987.16	<u>87010</u>
08/01/2019	storinc	Storage Fee (08/2019)	100.00		3,087.16	<u>87011</u>
08/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	448.54	<u>83744</u>
09/01/2019	rent	Rent (09/2019)	2,588.62		3,037.16	<u>87400</u>
09/01/2019	storinc	Storage Fee (09/2019)	100.00		3,137.16	<u>87401</u>
09/02/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	498.54	<u>84136</u>
09/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,140.08)	<u>84425</u>
10/01/2019	rent	Rent (10/2019)	2,588.62		448.54	<u>87742</u>
10/01/2019	storinc	Storage Fee (10/2019)	100.00		548.54	<u>87743</u>
10/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	(2,180.68)	<u>84799</u>
11/01/2019	rent	Rent (11/2019)	2,679.22		498.54	<u>88052</u>
11/01/2019	storinc	Storage Fee (11/2019)	100.00		598.54	<u>88053</u>

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Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0412 Aziz v. Maniar

PROPERTY ADDRESS: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA

PARTIES: Morsa Aziz, Tenant
Jennifer Maniar, Owner's Representative

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

Reason for Administrative decision: An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

On August 28, 2019, the tenant filed a petition. The petition alleged that the notice of rent increase dated February 1, 2019, increasing the rent from \$2,638.79 to \$2807.74, violated the Oakland Rent Adjustment Ordinance. The tenant provided documentation that the rent for the subject unit was \$2,558.62, prior to the proposed rent increase.

On November 6, 2019, the owner filed a timely response. The response indicated no justification for the rent increase. The Exhibits attached to the response indicate that the tenant's rent was increased to \$2,558.62, effective November 1, 2018.

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.¹ The total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase Notice.²

The Rent Ordinance allows a tenant to contest any rent increase, which exceeds the CPI Rent Adjustment.³ The owner filed a timely response but did not indicate banking as a justification for the current rent increase. The allowable rent increase effective July 1, 2019, is 3.5%.

The parties agree that the tenant's rent effective November 1, 2018, is \$2,558.62. The owner's response does not list a justification for the rent increase. A party has a due process right to know what claims the other party is making. The Rent Adjustment Program mails a copy of the tenant petition to the owner and a copy of the owner's response to the tenant. In this way, each party is afforded due process of law. Because the owner's response did not state a justification for the proposed rent increase, no rent increase is allowed at this time. Accordingly, the rent remains \$2,558.62, and the tenant's petition is dismissed.

ORDER

1. Petition T18-0412 is granted.
2. The rent increase is invalid.
3. The rent remains \$2,558.62
4. The hearing on March 10, 2020, is canceled.

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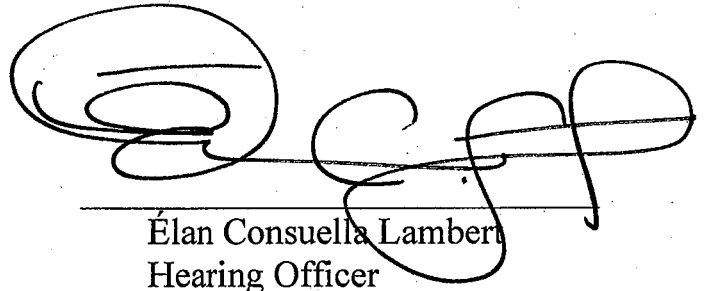
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¹ O.M.C. Section 8.22.070(B)

² Regulations, Appendix A, Section 10.5

³ O.M.C. Section 8.22.070(B)

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.

A handwritten signature in black ink, appearing to read 'Élan Consuella Lambert', written over a horizontal line.

Dated: December 27, 2019

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0412

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

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

Documents Included

Administrative Decision

Manager

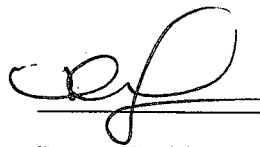
Jennifer Maniar, 1200 Lakeshore Apartments
1200 Lakeshore Avenue
Oakland, CA 94606

Tenant

Morsa Aziz
1200 Lakeshore Avenue Unit 17F
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 27, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000099

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

CORRECTED ADMINISTRATIVE DECISION

CASE NUMBER: T19-0412 Aziz v. Maniar
PROPERTY ADDRESS: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA
PARTIES: Morsa Aziz, Tenant
Jennifer Maniar, Owner's Representative

CORRECTION

An Administrative Decision was issued on December 27, 2019. There is an error in the Decision. The tenant's undisputed rent, effective November 1, 2018 was \$2,588.62¹. The rent was incorrectly stated as \$2,558.62. This Corrected Administrative Decision is issued to correct the error.

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

Reason for Administrative decision: An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

¹ O.M.C. Section 8.22.020, The Rent Adjustment Ordinance 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." (emphasis added).

000100

On August 28, 2019, the tenant filed a petition. The petition alleged that the notice of rent increase dated February 1, 2019, increasing the rent from \$2,638.79 to \$2807.74, violated the Oakland Rent Adjustment Ordinance.² The tenant provided documentation that the rent for the subject unit was \$2,588.62, prior to the proposed rent increase.

On November 6, 2019, the owner filed a timely response. The response indicated no justification for the rent increase. The Exhibits attached to the response indicate that the tenant's rent was increased to \$2,588.62, effective November 1, 2018.

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.³ The total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase Notice.⁴

The Rent Ordinance allows a tenant to contest any rent increase, which exceeds the CPI Rent Adjustment.⁵ The owner filed a timely response but did not indicate banking as a justification for the current rent increase. The allowable rent increase effective July 1, 2019, is 3.5%, or \$94.10.

The parties agree that the tenant's rent effective November 1, 2018, is \$2,588.62. The owner's response does not list a justification for the rent increase. A party has a due process right to know what claims the other party is making. The Rent Adjustment Program mails a copy of the tenant petition to the owner and a copy of the owner's response to the tenant. In this way, each party is afforded due process of law. Because the owner's response did not state a justification for the proposed rent increase, no rent increase is allowed at this time. Accordingly, the rent remains \$2,588.62, and the tenant's petition is dismissed.

ORDER

1. Petition T18-0412 is granted.
2. The rent increase is invalid.

² The CPI Rent Increase Notice, effective November 1, 2019 indicates \$2,769.22, rent, an increase of \$170.40.

³ O.M.C. Section 8.22.070(B)

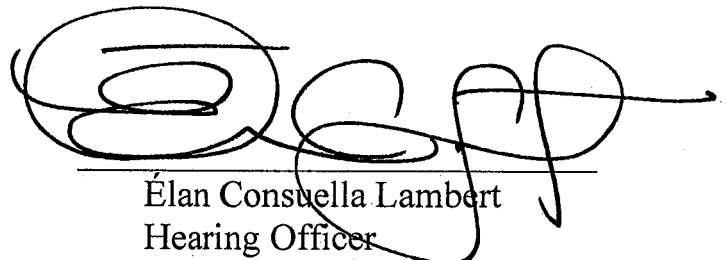
⁴ Regulations, Appendix A, Section 10.5

⁵ O.M.C. Section 8.22.070(B)

3. The rent remains \$2,588.62
4. The hearing on March 10, 2020, is canceled.

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

Dated: February 3, 2020



Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

000102

PROOF OF SERVICE
Case Number T19-0412

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

Corrected Administrative Decision

Manager

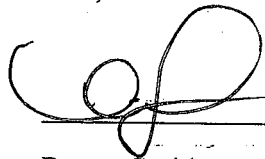
Jennifer Maniar, 1200 Lakeshore Apartments
1200 Lakeshore Avenue
Oakland, CA 94606

Tenant

Morsa Aziz
1200 Lakeshore Avenue Unit 17F
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 04, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000103

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

N° 1200 LAKESHORE

2020 MAR 10 PM 2:18

March 10, 2020

Ms. Barbara Kong-Brown, Esq.
City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, Ca. 94612

Re: Case No. T19-0412 Aziz V. Maniar, Proof of Service


Dear Ms. Kong-Brown,

I am responding to your letter date March 3, 2020. Please be advised that I did indeed provide a copy of the appeal to Ms. Aziz. On Feb. 21, 2020, I placed a copy of the appeal into one of our internal secure Parcel Pending mail lockers here at 1200 Lakeshore. The Resident was sent a locker code, and our system indicates that she retrieved the parcel on Feb. 21 at 10:30am. I placed a copy of the appeal into our parcel system in order to track and confirm that she received it directly. Attached please find the Parcel History record for this pickup, from Parcel Pending.

I hope that this clarifies that there was no deficiency in regards to providing Ms. Aziz with a copy of this appeal. And that my appeal is in full compliance.

Thanking you in advance for your assistance regarding this matter.

Sincerely,


Jennifer Maniar
Property Manager

000104



Parcel History

000105

Advanced Search

Time Zone: Pacific > America/Los Angeles

Actions	Package ID	Activity	Package Information
Resend Email/Text	64561194	Delivered: 03/09/2020 03:37 pm PDT Status Change: 03/09/2020 04:32 pm PDT Notifications T 03/09/2020 03:37 pm PDT	Package Status: Picked Up By Occu Kiosk: A Kiosk Label: A
Resend Email/Text	63865469	Delivered: 02/28/2020 02:44 pm PST Status Change: 02/29/2020 11:10 am PST Notifications T 02/29/2020 11:06 am PST	Package Status: Picked Up By Occu Kiosk: A Kiosk Label: A
Resend Email/Text	63318789	Delivered: 02/21/2020 10:03 am PST Status Change: 02/21/2020 10:30 am PST Notifications T 02/21/2020 10:03 am PST	Package Status: Picked Up By Occu Kiosk: A Kiosk Label: A

PROOF OF SERVICE
Case Number T19-0412

I am a resident of the State of California at least eighteen years of age. I am a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 1200 Lakeshore Avenue, Oakland, Ca. 94606.

Today, I served the attached documents listed below by placing a true copy in an internal 1200 Lakeshore secure Parcel Pending locker at 1200 Lakeshore Avenue, Oakland, Ca. 94606.

Documents Included:

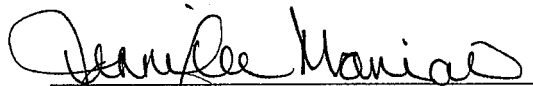
Full Appeal to the City of Oakland Rent Adjustment Program, dated Feb. 20, 2020.

Resident:

Morsa Aziz
1200 Lakeshore Avenue, #17F
Oakland, Ca. 94606

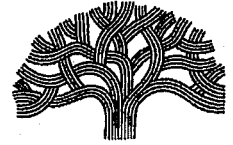
I am readily familiar with the practice of Parcel Pending's in terms of placing packages into secure internal lockers and internal Resident notifications for package retrieval. I have confirmation of Resident collection of said package for the secure locker, from Parcel Pending.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Feb. 21, 2020, in Oakland, Ca..



Jennifer Maniar
Property Manager, 1200 Lakeshore Avenue Apartments

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

March 3, 2020

Jennifer Maniar
Property Manager, N°1200 Lakeshore
1200 Lakeshore Avenue
Oakland, CA 94606

RE: **Case No. T19-0412, Azia v Maniar, Deficiency Notice**

Dear Ms. Maniar:

The Rent Adjustment Program received your Appeal in the above-referenced cases dated February 24, 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 must serve a copy of 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

000107

PROOF OF SERVICE
Case Number T19-0412

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

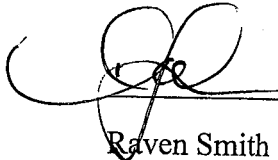
Deficiency Notice

Manager

Jennifer Maniar, 1200 Lakeshore Apartments
1200 Lakeshore Avenue
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 04, 2020** in Oakland, CA.



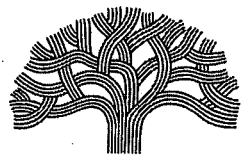
Raven Smith

Oakland Rent Adjustment Program

000108

RC/EL

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp: 2020 FEB 24 AM 9:32
		<u>APPEAL</u>

Appellant's Name 1200 Lakeshore Apartments		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 1200 Lakeshore Avenue Oakland, Ca 94606		
Appellant's Mailing Address (For receipt of notices) Same		Case Number T19-0412
		Date of Decision appealed
Name of Representative (if any) Jennifer Maniar	Representative's Mailing Address (For notices) Same As Above	

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

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

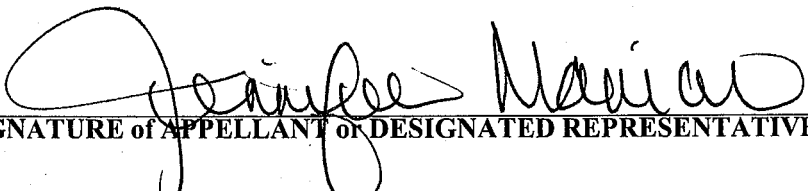
For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 120

• 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 Feb. 21, 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	Jennifer Manias
Address	1200 Lakeshore Avenue
City, State Zip	Oakland, Ca 94606
Name	
Address	
City, State Zip	

	02/21/20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

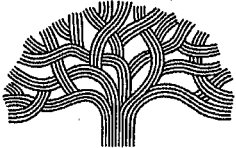
IMPORTANT INFORMATION:

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

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

RC/ea

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2020 JAN 15 AM 11:22
	<u>APPEAL</u>	

Appellant's Name 1200 Lakeshore Avenue Apartments Jennifer Maniar		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 1200 Lakeshore Avenue Oakland, Ca 94606		
Appellant's Mailing Address (For receipt of notices) Same	Case Number T19-0412	
	Date of Decision appealed 12-27-20	
Name of Representative (if any) Jennifer Maniar	Representative's Mailing Address (For notices) Same as Above	

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

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

For more information phone (510) 238-3721.

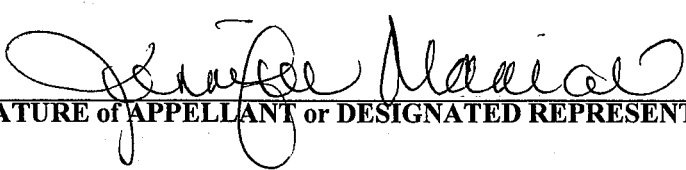
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

I declare under penalty of perjury under the laws of the State of California that on Jan. 16th, 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	Morsa Aziz
Address	1200 Lakeshore Avenue #17F
City, State Zip	Oakland, Ca 94606
Name	
Address	
City, State Zip	

	01/16/20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

1200 Lakeshore Apartments
Jennifer Maniar, Property Manager
1200 Lakeshore Avenue
Oakland, CA 94606

January 15, 2020

The City of Oakland
Rent Adjustment Bureau
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, Ca. 94612
Attention: Ms. Elan Consuella Lambert

Re: Appeal for case #T19-0412
Ms. Morsa Aziz, Unit 17F
1200 Lakeshore Apartments, Oakland, CA

Dear Ms. Consuella Lambert,

I am writing to you in order to appeal the Decision report on the above listed complaint so that the important facts in this matter can be corrected.

In the Rent Board Decision, the rent as November 1, 2018 was incorrectly stated. Attached is the Rent Increase Notice effective November 1, 2018. The rent on November 1, 2018 was justifiably increased at the CPI rate to \$2,588.62, not \$2,558.62. I believe this may have been merely a typo ("5" vs. "8") in your Decision.

In the tenant's petition, the tenant argues there was a rent increase on February 1, 2019 to \$2,807.74. We agree that there was no increase in rent. However, to correct your Decision, please see that the tenant's Balance Due as of February 1, 2019 was correctly billed as \$2,807.74 due to the tenant's underpayment of rent in January 2019 by \$85.12 and the \$34 charge for the tenant's share of the Oakland Rent Board Fee.

Attached is the tenant's billing ledger thru 2019 which shows the rent was not increased in February 2019, but that the total balance due of \$2,807.74 on February 1, 2019 was correct. In November and December 2018, the tenant had paid the rent in full, and ended 2018 with a \$0 balance. The tenant began underpaying the rent in January, and throughout 2019 the tenant consistently underpaid the rent and the balance due has grown throughout the year. Note that the rent did not increase until November 1, 2019, again an annual CPI increase per the City's regulations given one year after the last increase. Also attached is a copy of that increase. The current balance due as of January 2020 is \$698.54.

000115

I appreciate the Rent Board reviewing this matter so that the Decision can be corrected based on the proper facts and documents. Please contact me at jennifer@1200lakeshore.com or 510-834-1200 if you have any further questions or need for additional information.

Sincerely,

Jennifer Maniar
Property Manager

Attachments Included:

- Tenant Rent Ledger for 2019
- CPI Rent Increase Notice effective November 1, 2018
- CPI Rent Increase Notice effective November 1, 2019

000116

Unit 17F Tenant Rent Ledger thru 2019

12/01/2018	rent	Rent (12/2018)	2,588.62		2,588.62
12/01/2018	storinc	Storage Fee (12/2018)	100.00		2,688.62
12/05/2018		chk# 578 Dec Rent		2,688.62	0.00
01/01/2019	rent	Rent (01/2019)	2,588.62		2,588.62
01/01/2019	storinc	Storage Fee (01/2019)	100.00		2,688.62
01/03/2019		chk# 6573706391 Jan rent and partial storage fee		2,603.50	85.12
02/01/2019	ptrent	Oakland Rent Board Fee 2019	34.00		119.12
02/01/2019	rent	Rent (02/2019)	2,588.62		2,707.74
02/01/2019	storinc	Storage Fee (02/2019)	100.00		2,807.74
02/15/2019	late	Late Fee	129.43		2,937.17
02/15/2019		chk# 582 Feb rent and 1 storage fee		2,688.62	248.55
03/01/2019	rent	Rent (03/2019)	2,588.62		2,837.17
03/01/2019	storinc	Storage Fee (03/2019)	100.00		2,937.17
03/06/2019		chk# 584 March rent and past due balances		2,688.63	248.54
04/01/2019	rent	Rent (04/2019)	2,588.62		2,837.16
04/01/2019	storinc	Storage Fee (04/2019)	100.00		2,937.16
04/09/2019		chk# 0819421243 April rent		2,688.62	248.54
05/01/2019	rent	Rent (05/2019)	2,588.62		2,837.16
05/01/2019	storinc	Storage Fee (05/2019)	100.00		2,937.16
05/21/2019		chk# 000456922 Rent		2,638.62	298.54
05/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,340.08)
06/01/2019	rent	Rent (06/2019)	2,588.62		248.54
06/01/2019	storinc	Storage Fee (06/2019)	100.00		348.54
06/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,290.08)
07/01/2019	rent	Rent (07/2019)	2,588.62		298.54
07/01/2019	storinc	Storage Fee (07/2019)	100.00		398.54
08/01/2019	rent	Rent (08/2019)	2,588.62		2,987.16
08/01/2019	storinc	Storage Fee (08/2019)	100.00		3,087.16
08/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	448.54
09/01/2019	rent	Rent (09/2019)	2,588.62		3,037.16
09/01/2019	storinc	Storage Fee (09/2019)	100.00		3,137.16
09/02/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	498.54
09/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,140.08)
10/01/2019	rent	Rent (10/2019)	2,588.62		448.54
10/01/2019	storinc	Storage Fee (10/2019)	100.00		548.54
10/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	(2,180.68)
11/01/2019	rent	Rent (11/2019)	2,679.22		498.54
11/01/2019	storinc	Storage Fee (11/2019)	100.00		598.54
12/01/2019	rent	Rent (12/2019)	2,679.22		3,277.76
12/01/2019	storinc	Storage Fee (12/2019)	100.00		3,377.76
12/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	648.54
01/01/2020	rent	Rent (01/2020)	2,679.22		3,327.76
01/01/2020	storinc	Storage Fee (01/2020)	100.00		3,427.76
01/01/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	698.54

Balance Due on 2/1/2019

Current Balance Due

000117



NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

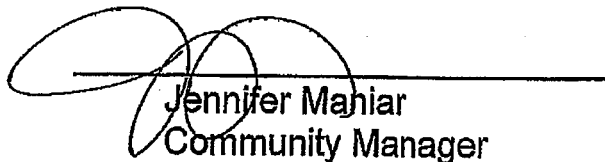
This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present rent on your unit is \$2,588.62 per month. The annual CPI increase rate effective July 1, 2019 through June 30, 2020 is 3.5%. Your base rent will increase by \$90.59 per month.

Your new rent will be \$2,679.22 per month beginning November 1, 2019 (This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

In addition to your rent, storage is charged in the amount of \$100.00 per month, for a total remittance of \$2,769.22.

9/25/19
Date


Jennifer Mahiar
Community Manager

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

000118

DECLARATION / PROOF OF SERVICE
OF NOTICE TO RESIDENT

I the undersigned, declare that at the time of service of the papers herein referred to, I was at least eighteen (18) years of age, and that I served the following notice:

Notice to Pay Rent or Quit

Other Notice of Rent Increase

On the following resident(s):

Name: Morsa Aziz and all tenants in possession
1200 Lakeshore Ave., # 17F
Oakland, CA 94606

On the

- BY DELIVERING** a copy for each of the above-name resident(s).
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) **AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s) **AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid addressed to the above-named resident(s) at their place of residence.

I declare, under penalty of perjury, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed on this 25th Day of September 2019 at/from 1200 Lakeshore Avenue, Office Suite in Oakland CA.



Jennifer Maniar, Community Manager

000119

CITY OF OAKLAND



P.O. BOX 70248, 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

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 17F, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

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

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



POSTED
10/2/18

NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

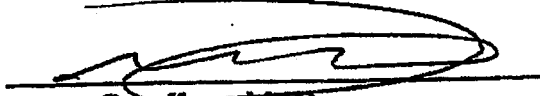
This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present base rent on your unit is \$2,503.50 per month. The annual CPI increase rate effective September 1, 2018 is 3.4%. Your base rent will increase by \$85.12 per month.

Your new base rent will be \$2,588.62 per month beginning November 1st, 2018.

(This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

9/25/18
Date


Geoffrey McCreary
Agent for Owner

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

AFFIDAVIT OF SERVICE OF
NOTICE OF RENT INCREASE

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least (18) years of age, and that I served the attached Notice of Rent Increase with Oakland's Notice to Tenants of the Residential Rent Adjustment Program printed on the reverse side of the Notice of Rent Increase.

I served the increase on the following named parties as required by California law by

- By delivering a copy for each of the named resident(s).
- By posting a copy for each of the named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s)

AND

- Depositing said copy in the United States Mail in a sealed envelope with first class postage fully prepaid, addressed to the resident(s) at their place of residence on the date that I signed this document.

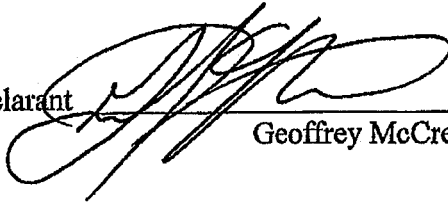
Name: Morsa Aziz

Address: 1200 Lakeshore Avenue, #17F, Oakland, California 94606

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT AND IF CALLED AS A WITNESS TO TESTIFY HHERETO, I COULD DO SO COMPETENTLY.

Executed this 24th of June, of the year 2016 at Oakland, California.

Signature of Declarant



Geoffrey McCreary

000122

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 17F, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building.
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at N/A

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

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

1200 Lakeshore Apartments
Jennifer Maniar, Property Manager
1200 Lakeshore Avenue
Oakland, CA 94606

January 15, 2020

The City of Oakland
Rent Adjustment Bureau
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, Ca. 94612
Attention: Ms. Elan Consuella Lambert

Re: Appeal for case #T19-0412
Ms. Morsa Aziz, Unit 17F
1200 Lakeshore Apartments, Oakland, CA

Dear Ms. Consuella Lambert,

I am writing to you in order to appeal the Decision report on the above listed complaint so that the important facts in this matter can be corrected.

In the Rent Board Decision, the rent as November 1, 2018 was incorrectly stated. Attached is the Rent Increase Notice effective November 1, 2018. The rent on November 1, 2018 was justifiably increased at the CPI rate to \$2,588.62, not \$2,558.62. I believe this may have been merely a typo ("5" vs. "8") in your Decision.

In the tenant's petition, the tenant argues there was a rent increase on February 1, 2019 to \$2,807.74. We agree that there was no increase in rent. However, to correct your Decision, please see that the tenant's Balance Due as of February 1, 2019 was correctly billed as \$2,807.74 due to the tenant's underpayment of rent in January 2019 by \$85.12 and the \$34 charge for the tenant's share of the Oakland Rent Board Fee.

Attached is the tenant's billing ledger thru 2019 which shows the rent was not increased in February 2019, but that the total balance due of \$2,807.74 on February 1, 2019 was correct. In November and December 2018, the tenant had paid the rent in full, and ended 2018 with a \$0 balance. The tenant began underpaying the rent in January, and throughout 2019 the tenant consistently underpaid the rent and the balance due has grown throughout the year. Note that the rent did not increase until November 1, 2019, again an annual CPI increase per the City's regulations given one year after the last increase. Also attached is a copy of that increase. The current balance due as of January 2020 is \$698.54.

000124

I appreciate the Rent Board reviewing this matter so that the Decision can be corrected based on the proper facts and documents. Please contact me at jennifer@1200lakeshore.com or 510-834-1200 if you have any further questions or need for additional information.

Sincerely,

Jennifer Maniar
Property Manager

Attachments Included:

- Tenant Rent Ledger for 2019
- CPI Rent Increase Notice effective November 1, 2018
- CPI Rent Increase Notice effective November 1, 2019

Unit 17F Tenant Rent Ledger thru 2019

12/01/2018	rent	Rent (12/2018)	2,588.62		2,588.62
12/01/2018	storinc	Storage Fee (12/2018)	100.00		2,688.62
12/05/2018		chk# 578 Dec Rent		2,688.62	0.00
01/01/2019	rent	Rent (01/2019)	2,588.62		2,588.62
01/01/2019	storinc	Storage Fee (01/2019)	100.00		2,688.62
01/03/2019		chk# 6573706391 Jan rent and partial storage fee		2,603.50	85.12
02/01/2019	ptrent	Oakland Rent Board Fee 2019	34.00		119.12
02/01/2019	rent	Rent (02/2019)	2,588.62		2,707.74
02/01/2019	storinc	Storage Fee (02/2019)	100.00		2,807.74
02/15/2019	late	Late Fee	129.43		2,937.17
02/15/2019		chk# 582 Feb rent and 1 storage fee		2,688.62	248.55
03/01/2019	rent	Rent (03/2019)	2,588.62		2,837.17
03/01/2019	storinc	Storage Fee (03/2019)	100.00		2,937.17
03/06/2019		chk# 584 March rent and past due balances		2,688.63	248.54
04/01/2019	rent	Rent (04/2019)	2,588.62		2,837.16
04/01/2019	storinc	Storage Fee (04/2019)	100.00		2,937.16
04/09/2019		chk# 0819421243 April rent		2,688.62	248.54
05/01/2019	rent	Rent (05/2019)	2,588.62		2,837.16
05/01/2019	storinc	Storage Fee (05/2019)	100.00		2,937.16
05/21/2019		chk# 000456922 Rent		2,638.62	298.54
05/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,340.08)
06/01/2019	rent	Rent (06/2019)	2,588.62		248.54
06/01/2019	storinc	Storage Fee (06/2019)	100.00		348.54
06/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,290.08)
07/01/2019	rent	Rent (07/2019)	2,588.62		298.54
07/01/2019	storinc	Storage Fee (07/2019)	100.00		398.54
08/01/2019	rent	Rent (08/2019)	2,588.62		2,987.16
08/01/2019	storinc	Storage Fee (08/2019)	100.00		3,087.16
08/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	448.54
09/01/2019	rent	Rent (09/2019)	2,588.62		3,037.16
09/01/2019	storinc	Storage Fee (09/2019)	100.00		3,137.16
09/02/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	498.54
09/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,140.08)
10/01/2019	rent	Rent (10/2019)	2,588.62		448.54
10/01/2019	storinc	Storage Fee (10/2019)	100.00		548.54
10/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	(2,180.68)
11/01/2019	rent	Rent (11/2019)	2,679.22		498.54
11/01/2019	storinc	Storage Fee (11/2019)	100.00		598.54
12/01/2019	rent	Rent (12/2019)	2,679.22		3,277.76
12/01/2019	storinc	Storage Fee (12/2019)	100.00		3,377.76
12/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	648.54
01/01/2020	rent	Rent (01/2020)	2,679.22		3,327.76
01/01/2020	storinc	Storage Fee (01/2020)	100.00		3,427.76
01/01/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	698.54

Balance Due on 2/1/2019

Current Balance Due



NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present rent on your unit is \$2,588.62 per month. The annual CPI increase rate effective July 1, 2019 through June 30, 2020 is 3.5%. Your base rent will increase by \$90.59 per month.

Your new rent will be \$2,679.22 per month beginning November 1, 2019 (This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

In addition to your rent, storage is charged in the amount of \$100.00 per month, for a total remittance of \$2,769.22.

9/25/19
Date


Jennifer Mahiar
Community Manager

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

000127

DECLARATION / PROOF OF SERVICE
OF NOTICE TO RESIDENT

I the undersigned, declare that at the time of service of the papers herein referred to, I was at least eighteen (18) years of age, and that I served the following notice:

Notice to Pay Rent or Quit

Other Notice of Rent Increase

On the following resident(s):

Name: Morsa Aziz and all tenants in possession
1200 Lakeshore Ave., # 17F
Oakland, CA 94606

On the

- BY DELIVERING** a copy for each of the above-name resident(s).
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) **AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s) **AND MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid addressed to the above-named resident(s) at their place of residence.

I declare, under penalty of perjury, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed on this 25th Day of September 2019 at/from 1200 Lakeshore Avenue, Office Suite in Oakland CA.



Jennifer Maniar, Community Manager

000128

CITY OF OAKLAND



P.O. BOX 70248, OAKLAND, CA 94612-2043

Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 17E, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

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

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



POSTED
6/2/18

NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

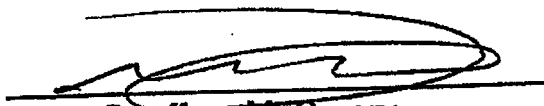
This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present base rent on your unit is \$2,503.50 per month. The annual CPI increase rate effective September 1, 2018 is 3.4%. Your base rent will increase by \$85.12 per month.

Your new base rent will be \$2,588.62 per month beginning November 1st, 2018.

(This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

9/25/18
Date


Geoffrey McCreary
Agent for Owner

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

AFFIDAVIT OF SERVICE OF
NOTICE OF RENT INCREASE

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least (18) years of age, and that I served the attached Notice of Rent Increase with Oakland's Notice to Tenants of the Residential Rent Adjustment Program printed on the reverse side of the Notice of Rent Increase.

I served the increase on the following named parties as required by California law by

- By delivering a copy for each of the named resident(s).
- By posting a copy for each of the named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence of said resident(s)

AND

- Depositing said copy in the United States Mail in a sealed envelope with first class postage fully prepaid, addressed to the resident(s) at their place of residence on the date that I signed this document.

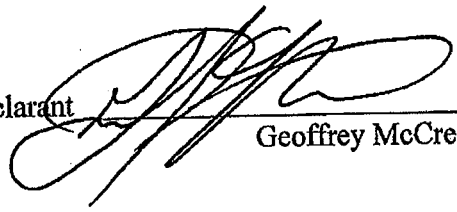
Name: Morsa Aziz

Address: 1200 Lakeshore Avenue, #17F, Oakland, California 94606

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT AND IF CALLED AS A WITNESS TO TESTIFY HHERETO, I COULD DO SO COMPETENTLY.

Executed this 24th of June, of the year 2016 at Oakland, California.

Signature of Declarant



Geoffrey McCreary

000131

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
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Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at N/A

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

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

2020 FEB 24 AM 9:16

N° 1200 LAKESHORE

Feb. 20, 2020

**Mr. Robert Costa
City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, Ca. 94612-2034**

**File Name: Aziz v. Diamond Investment Properties
Property Address: 1200 Lakeshore, #17F, Oakland, Ca. 94606
Case Number: T19-0412**

Dear Mr. Costa,

I am writing to appeal the above listed corrected administrative decision which was issued on Feb. 3, 2020. As it does not reflect the most current rent increase for this Resident. Therefore, enclosed please find the appeal form, accompanied, by the last two rent increases, Resident account ledger, and all correspondence related to this case for your review.

I hereby request that this decision be rescinded and that the most recent rent increase be implemented, as it was issued in accordance with the rules and regulations of the Rent Adjustment Board.

Thanking you for your consideration regarding this matter.

Sincerely,


**Jennifer Manjar
Property Manager**

000133

N° 1200
LAKESHORE

Rent Increase 11-01-19

N° 1200
LAKESHORE

Appeal Form



NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606


This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

The present rent on your unit is \$2,588.62 per month. The annual CPI increase rate effective July 1, 2019 through June 30, 2020 is 3.5%. Your base rent will increase by \$90.59 per month.

Your new rent will be \$2,679.22 per month beginning November 1, 2019 (This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

In addition to your rent, storage is charged in the amount of \$100.00 per month, for a total remittance of \$2,769.22.

9/25/19
Date


Jennifer Mahiar
Community Manager

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

000136

N° 1200
LAKESHORE

Rent Increase 11-01-18



POSTED
10/2/18

NOTICE OF RENT INCREASE

Tenant(s) Name(s): Morsa Aziz

Street Address: 1200 Lakeshore Avenue, Unit 17F
Oakland, CA 94606

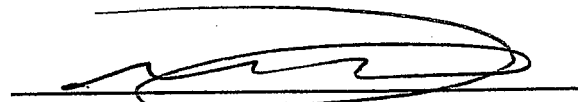
This notice is provided in accordance with California Civil Code Section 827 and the Oakland Residential Rent, Relocation and Arbitration Ordinance and Rules and Procedures.

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Your new base rent will be \$2,588.62 per month beginning November 1st, 2018.

(This date must be at least 30 days after service of the Notice of Rent Increase if the increase is 10 percent or less. Sixty-day notice is required if the rent increase is greater than 10 percent).

9/25/18
Date


Geoffrey McCreary
Agent for Owner

See "Notice to Tenants of Residential Rent Adjustment Program" on reverse side of this notice.

N° 1200
LAKESHORE

Resident Ledger

Resident Ledger

Please see last 2 pages.



Date: 02/20/2020

Code	mor17f	Property	lak	Lease From	02/01/2011
Name	Morsa Aziz	Unit	17F	Lease To	07/31/2012
Address	1200 Lakeshore Avenue #17F	Status	Current	Move In	02/01/2011
		Rent	2679.22	Move Out	
City	Oakland, CA 94606	Phone (H)	(510) 685-0461	Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
01/25/2011		chk# 153 Feb rent + deposit Reversed by ctrl#44684		4,990.00	(4,990.00)	44535
01/27/2011	nsf	Returned check charge	30.00		(4,960.00)	47136
01/27/2011		chk# 153 NSF receipt Ctrl# 44535 NSF ck 153		(4,990.00)	30.00	44684
02/01/2011	deposit	Deposit	500.00		530.00	46891
02/01/2011	rent	Rent for 30 days	2,195.00		2,725.00	46892
02/01/2011	gymkey	Gym Key Deposit	50.00		2,775.00	46893
02/01/2011	remote	Remote Control Deposit	50.00		2,825.00	46894
02/01/2011	deposit	extra deposit	2,195.00		5,020.00	46895
02/03/2011		chk# 431778024 replacement for nsf		4,990.00	30.00	44769
02/05/2011	deport	granite & cabinets per addendum II	2,195.00		2,225.00	48568
02/05/2011	deport	Reverse Cabinet Charge	(2,195.00)		30.00	48569
02/05/2011	deposit	Granite & cabinet payment per addendum II	(2,195.00)		(2,165.00)	48570
03/01/2011	rent	Rent (03/2011)	2,195.00		30.00	47434
03/01/2011	concess	Less: Concessions (03/2011)	(2,195.00)		(2,165.00)	47435
03/09/2011	ptelec	electricity thru 3/8/11	20.43		(2,144.57)	47587
04/01/2011	ptrent	City of Oakland Rent Fee	15.00		(2,129.57)	47745
04/01/2011	rent	Rent (04/2011)	2,195.00		65.43	47981
04/04/2011		chk# 164 April rent		2,245.00	(2,179.57)	45484
04/20/2011	ptelec	electricity to 4/6/11	22.80		(2,156.77)	48190
05/01/2011	rent	Rent (05/2011)	2,195.00		38.23	48369
05/04/2011		chk# 173 May rent Reversed by ctrl#46085		2,245.00	(2,206.77)	46015
05/06/2011		chk# 173 NSF receipt Ctrl# 46015 NSF ck		(2,245.00)	38.23	46085
05/11/2011	nsf	ret ck # 173	30.00		68.23	48469
05/17/2011		chk# 431129929 May rent		2,280.00	(2,211.47)	46105

000140

05/23/2011	rent	Charge for Ganite & Cabinets upgrade per Addendum II	2,195.00		(16.77)	<u>48576</u>
06/01/2011	rent	Rent (06/2011)	2,195.00		2,178.23	<u>48735</u>
06/01/2011	storinc	Storage Income (06/2011)	50.00		2,228.23	<u>48736</u>
06/06/2011		chk# 432682231 June rent		2,245.00	(16.77)	<u>46475</u>
07/01/2011	rent	Rent (07/2011)	2,195.00		2,178.23	<u>49176</u>
07/01/2011	storinc	Storage Income (07/2011)	50.00		2,228.23	<u>49177</u>
07/06/2011		chk# 432682768 July rent		2,245.00	(16.77)	<u>46907</u>
08/01/2011	rent	Rent (08/2011)	2,195.00		2,178.23	<u>49557</u>
08/01/2011	storinc	Storage Income (08/2011)	50.00		2,228.23	<u>49558</u>
08/10/2011		chk# 181 August rent		2,245.00	(16.77)	<u>47344</u>
09/01/2011	rent	Rent (09/2011)	2,195.00		2,178.23	<u>49938</u>
09/01/2011	storinc	Storage Income (09/2011)	50.00		2,228.23	<u>49939</u>
09/08/2011	late	september late fee	111.41		2,339.64	<u>50032</u>
09/15/2011		chk# 183 September rent		2,357.55	(17.91)	<u>47685</u>
10/01/2011	rent	Rent (10/2011)	2,195.00		2,177.09	<u>50248</u>
10/01/2011	storinc	Storage Income (10/2011)	50.00		2,227.09	<u>50249</u>
10/10/2011		chk# 185 October rent		2,357.55	(130.46)	<u>48081</u>
11/01/2011	rent	Rent (11/2011)	2,195.00		2,064.54	<u>50586</u>
11/01/2011	storinc	Storage Income (11/2011)	50.00		2,114.54	<u>50587</u>
11/11/2011	late	November late	109.75		2,224.29	<u>50677</u>
11/11/2011		chk# 189 november rent and late		2,357.55	(133.26)	<u>48461</u>
12/01/2011	rent	Rent (12/2011)	2,195.00		2,061.74	<u>50896</u>
12/01/2011	storinc	Storage Income (12/2011)	50.00		2,111.74	<u>50897</u>
01/01/2012	rent	Rent (01/2012)	2,195.00		4,306.74	<u>51248</u>
01/01/2012	storinc	Storage Income (01/2012)	50.00		4,356.74	<u>51249</u>
01/03/2012		chk# 193 January rent Reversed by ctrl#49205		2,357.55	1,999.19	<u>49027</u>
01/05/2012	nsf	Returned check charge	30.00		2,029.19	<u>51335</u>
01/05/2012		chk# 193 NSF receipt Ctrl# 49027 NSF ck#193		(2,357.55)	4,386.74	<u>49205</u>
01/10/2012	late	late fee	109.75		4,496.49	<u>51336</u>
01/12/2012		chk# 434010026 January rent		2,245.00	2,251.49	<u>49219</u>
01/27/2012		chk# 434010235 January replacement cashier's check		2,245.00	6.49	<u>49284</u>
02/01/2012	rent	Rent (02/2012)	2,195.00		2,201.49	<u>51551</u>
02/01/2012	storinc	Storage Income (02/2012)	50.00		2,251.49	<u>51552</u>
02/09/2012	late	feb late fee	112.57		2,364.06	<u>51644</u>
02/13/2012		chk# 434010419 Feb rent		2,364.06	0.00	<u>49605</u>
03/01/2012	ptrent	City of Oakland Rent Fee	15.00		15.00	<u>51860</u>
03/01/2012	rent	Rent (03/2012)	2,195.00		2,210.00	<u>52039</u>
03/01/2012	storinc	Storage Income (03/2012)	50.00		2,260.00	<u>52040</u>
03/07/2012	late	March late fee	112.25		2,372.25	<u>52205</u>
03/23/2012		chk# 434010891 March rent and late		2,372.25	0.00	<u>50016</u>
04/01/2012	rent	Rent (04/2012)	2,195.00		2,195.00	<u>52373</u>
04/01/2012	storinc	Storage Income (04/2012)	50.00		2,245.00	<u>52374</u>
04/11/2012	late	april late fee	50.00		2,295.00	<u>52467</u>

04/11/2012		chk# 43545 /894 april rent		2,295.00	0.00	50351
05/01/2012	rent	Rent (05/2012)	2,195.00		2,195.00	52728
05/01/2012	storinc	Storage Income (05/2012)	50.00		2,245.00	52729
05/24/2012	late	May late fee	112.25		2,357.25	52918
06/01/2012	rent	Rent (06/2012)	2,195.00		4,552.25	53039
06/01/2012	storinc	Storage Income (06/2012)	50.00		4,602.25	53040
06/23/2012	late	june late fee	230.11		4,832.36	53246
07/01/2012	rent	Rent (07/2012)	2,260.00		7,092.36	53374
07/01/2012	storinc	Storage Income (07/2012)	50.00		7,142.36	53375
07/01/2012	rent	Increase not effective until 8/1/12	(65.00)		7,077.36	53466
07/11/2012		chk# 435458786		7,142.36	(65.00)	51498
08/01/2012	rent	Rent (08/2012)	2,260.00		2,195.00	53699
08/01/2012	storinc	Storage Income (08/2012)	50.00		2,245.00	53700
08/08/2012	late	August late fee	112.25		2,357.25	53787
08/13/2012		chk# 435459180		2,357.25	0.00	51883
09/01/2012	rent	Rent (09/2012)	2,260.00		2,260.00	54034
09/01/2012	storinc	Storage Income (09/2012)	50.00		2,310.00	54035
09/07/2012	late	Sept Late Fee	115.50		2,425.50	54133
09/10/2012		chk# 435459458 Sept rent		2,425.50	0.00	52267
10/01/2012	rent	Rent (10/2012)	2,260.00		2,260.00	54339
10/01/2012	storinc	Storage Income (10/2012)	50.00		2,310.00	54340
10/10/2012	late	October late fee	115.50		2,425.50	54444
10/10/2012		chk# 171489 Oct rent		2,425.50	0.00	52632
11/01/2012	rent	Rent (11/2012)	2,260.00		2,260.00	54677
11/01/2012	storinc	Storage Income (11/2012)	50.00		2,310.00	54678
11/09/2012	late	Nov rent late fee	115.50		2,425.50	54761
11/12/2012		chk# 171678 Nov rent		2,425.50	0.00	52996
12/01/2012	rent	Rent (12/2012)	2,260.00		2,260.00	55002
12/01/2012	storinc	Storage Income (12/2012)	50.00		2,310.00	55003
12/11/2012		chk# 172030 Dec rent		2,425.50	(115.50)	53368
12/14/2012	late	Dec late fee	115.50		0.00	55177
01/01/2013	rent	Rent (01/2013)	2,260.00		2,260.00	55310
01/01/2013	storinc	Storage Income (01/2013)	50.00		2,310.00	55311
01/07/2013	late	Jan Late Fee	115.50		2,425.50	55401
01/14/2013		chk# 172379 Jan rent		2,425.50	0.00	53727
02/01/2013	rent	Rent (02/2013)	2,260.00		2,260.00	55629
02/01/2013	storinc	Storage Income (02/2013)	50.00		2,310.00	55630
02/07/2013	late	February Late Fee	115.50		2,425.50	55729
02/12/2013		chk# 172675 Feb rent		2,425.50	0.00	54098
03/01/2013	rent	Rent (03/2013)	2,260.00		2,260.00	55938
03/01/2013	storinc	Storage Income (03/2013)	50.00		2,310.00	55939
03/07/2013	late	Mar Rent Late Fee	115.50		2,425.50	56027
03/11/2013		chk# 173028 Mar Rent		2,425.50	0.00	54455
04/01/2013	rent	Rent (04/2013)	2,260.00		2,260.00	58640
04/01/2013	storinc	Storage Income (04/2013)	50.00		2,310.00	58641
04/01/2013	ptrent	City of Oakland Rent Fee	15.00		2,325.00	59152

04/08/2013	late	Apr Late Fee	115.50		2,440.50	<u>59240</u>
04/11/2013		chk# 1659447 Apr Rent, Storage, Oakland Rent Fee and Late Fee		2,425.50	15.00	<u>54967</u>
05/01/2013	rent	Rent (05/2013)	2,260.00		2,275.00	<u>59445</u>
05/01/2013	storinc	Storage Income (05/2013)	50.00		2,325.00	<u>59446</u>
05/10/2013	late	May Late Fee	116.25		2,441.25	<u>59538</u>
06/01/2013	rent	Rent (06/2013)	2,260.00		4,701.25	<u>59773</u>
06/01/2013	storinc	Storage Income (06/2013)	50.00		4,751.25	<u>59774</u>
07/01/2013	rent	Rent (07/2013)	2,260.00		7,011.25	<u>60100</u>
07/01/2013	storinc	Storage Income (07/2013)	50.00		7,061.25	<u>60101</u>
07/03/2013		chk# 002059331 May rent		2,425.50	4,635.75	<u>55867</u>
07/09/2013	late	July late fee	231.79		4,867.54	<u>60190</u>
07/12/2013		chk# 002993217 June + July rent plus late fees		4,867.54	0.00	<u>55989</u>
08/01/2013	rent	Rent (08/2013)	2,307.00		2,307.00	<u>60415</u>
08/01/2013	storinc	Storage Income (08/2013)	50.00		2,357.00	<u>60416</u>
08/07/2013	late	Aug Late Fee	117.85		2,474.85	<u>60523</u>
09/01/2013	rent	Rent (09/2013)	2,307.00		4,781.85	<u>60741</u>
09/01/2013	storinc	Storage Income (09/2013)	50.00		4,831.85	<u>60742</u>
09/12/2013	late	September late fee	117.85		4,949.70	<u>60835</u>
09/24/2013		chk# 003693279 Aug Rent		2,474.85	2,474.85	<u>56720</u>
09/27/2013		chk# 3693287 Sep Rent		2,474.85	0.00	<u>56745</u>
10/01/2013	rent	Rent (10/2013)	2,307.00		2,307.00	<u>61030</u>
10/01/2013	storinc	Storage Income (10/2013)	50.00		2,357.00	<u>61031</u>
10/07/2013	late	Oct Late Fee	117.85		2,474.85	<u>61128</u>
11/01/2013	rent	Rent (11/2013)	2,307.00		4,781.85	<u>61375</u>
11/01/2013	storinc	Storage Income (11/2013)	50.00		4,831.85	<u>61376</u>
11/04/2013		chk# 003693638 Nov Rent		4,831.85	0.00	<u>57255</u>
12/01/2013	rent	Rent (12/2013)	2,307.00		2,307.00	<u>61683</u>
12/01/2013	storinc	Storage Income (12/2013)	50.00		2,357.00	<u>61684</u>
12/10/2013		chk# 004049075 December rent		2,357.00	0.00	<u>57687</u>
12/17/2013	ptmaint	2 Key Copies	10.00		10.00	<u>61780</u>
01/01/2014	rent	Rent (01/2014)	2,307.00		2,317.00	<u>61980</u>
01/01/2014	storinc	Storage Income (01/2014)	50.00		2,367.00	<u>61981</u>
01/08/2014	late	Jan Late Fee	118.35		2,485.35	<u>62082</u>
01/10/2014		chk# 004515323 Jan Rent, Storage, Keys and Late Fee		2,485.35	0.00	<u>58007</u>
02/01/2014	rent	Rent (02/2014)	2,307.00		2,307.00	<u>62306</u>
02/01/2014	storinc	Storage Income (02/2014)	50.00		2,357.00	<u>62307</u>
02/07/2014	late	Feb Late Fee	117.85		2,474.85	<u>62396</u>
02/28/2014		chk# 244 Feb rent		2,474.85	0.00	<u>58404</u>
03/01/2014	rent	Rent (03/2014)	2,307.00		2,307.00	<u>62610</u>
03/01/2014	storinc	Storage Income (03/2014)	50.00		2,357.00	<u>62611</u>
03/08/2014		chk# 819400590 March rent		2,350.00	7.00	<u>58667</u>
04/01/2014	ptrent	City of Oakland Rent Fee	15.00		22.00	<u>62809</u>
04/01/2014	rent	Rent (04/2014)	2,307.00		2,329.00	<u>63067</u>
04/01/2014	storinc	Storage Income (04/2014)	50.00		2,379.00	63068

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04/07/2014	late	April late fee	118.95		2,497.95	<u>63240</u>
05/01/2014	rent	Rent (05/2014)	2,307.00		4,804.95	<u>63367</u>
05/01/2014	storinc	Storage Income (05/2014)	50.00		4,854.95	<u>63368</u>
05/08/2014	late	May Late Fee	242.74		5,097.69	<u>63468</u>
06/01/2014	rent	Rent (06/2014)	2,307.00		7,404.69	<u>63700</u>
06/01/2014	storinc	Storage Income (06/2014)	50.00		7,454.69	<u>63701</u>
06/10/2014	late	June late fee	372.73		7,827.42	<u>63795</u>
07/01/2014	rent	Rent (07/2014)	2,307.00		10,134.42	<u>64006</u>
07/01/2014	storinc	Storage Income (07/2014)	50.00		10,184.42	<u>64007</u>
08/01/2014	rent	Rent (08/2014)	2,350.00		12,534.42	<u>64343</u>
08/01/2014	storinc	Storage Income (08/2014)	50.00		12,584.42	<u>64344</u>
08/07/2014	late	Aug Late Fee	629.22		13,213.64	<u>64446</u>
08/12/2014		chk# 0819402338 Apr Rent		2,370.00	10,843.64	<u>60591</u>
09/01/2014	rent	Rent (09/2014)	2,350.00		13,193.64	<u>64677</u>
09/01/2014	storinc	Storage Income (09/2014)	50.00		13,243.64	<u>64678</u>
10/01/2014	rent	Rent (10/2014)	2,350.00		15,593.64	<u>65007</u>
10/01/2014	storinc	Storage Income (10/2014)	50.00		15,643.64	<u>65008</u>
10/17/2014		chk# 0819403096		5,000.00	10,643.64	<u>61342</u>
11/01/2014	rent	Rent (11/2014)	2,350.00		12,993.64	<u>65329</u>
11/01/2014	storinc	Storage Fee (11/2014)	50.00		13,043.64	<u>65330</u>
11/05/2014		chk# 0819403355		2,350.00	10,693.64	<u>61628</u>
11/17/2014		chk# 0953904142		1,783.00	8,910.64	<u>61670</u>
12/01/2014	rent	Rent (12/2014)	2,350.00		11,260.64	<u>65647</u>
12/01/2014	storinc	Storage Fee (12/2014)	50.00		11,310.64	<u>65648</u>
12/05/2014		chk# 0819403692		2,350.00	8,960.64	<u>61955</u>
12/16/2014		chk# 0819403755		1,783.00	7,177.64	<u>62006</u>
01/01/2015	rent	Rent (01/2015)	2,350.00		9,527.64	<u>65958</u>
01/01/2015	storinc	Storage Fee (01/2015)	50.00		9,577.64	<u>65959</u>
01/05/2015		chk# 0819403997		2,350.00	7,227.64	<u>62255</u>
01/16/2015		chk# 1097201818		1,783.00	5,444.64	<u>62353</u>
02/01/2015	rent	Rent (02/2015)	2,350.00		7,794.64	<u>66327</u>
02/01/2015	storinc	Storage Fee (02/2015)	50.00		7,844.64	<u>66328</u>
02/06/2015		chk# 819404359		2,350.00	5,494.64	<u>62675</u>
02/19/2015		chk# 819404475		1,783.00	3,711.64	<u>62712</u>
03/01/2015	rent	Rent (03/2015)	2,350.00		6,061.64	<u>66632</u>
03/01/2015	storinc	Storage Fee (03/2015)	50.00		6,111.64	<u>66633</u>
03/06/2015		chk# 0953905626		2,350.00	3,761.64	<u>63007</u>
03/16/2015		chk# 0819404813		1,785.00	1,976.64	<u>63038</u>
03/31/2015	ptrent	City of Oakland Rent Board Fee 2015	15.00		1,991.64	<u>66912</u>
04/01/2015	rent	Rent (04/2015)	2,350.00		4,341.64	<u>67111</u>
04/01/2015	storinc	Storage Fee (04/2015)	50.00		4,391.64	<u>67112</u>
04/06/2015	late	Late Fee	120.00		4,511.64	<u>67208</u>
04/10/2015	late	Late Fees waived, resident paid off court stipulation	(1,363.64)		3,148.00	<u>67223</u>
04/10/2015		chk# 0819405410 April Rent		2,550.00	000142	<u>63456</u>
04/10/2015		chk# 0819405139 April Rent		600.00	(2.00)	<u>63457</u>

05/01/2015	rent	Rent (05/2015)	2,350.00		2,348.00	67455
05/01/2015	storinc	Storage Fee (05/2015)	50.00		2,398.00	67456
05/06/2015	late	Late Fee	119.90		2,517.90	67568
05/11/2015		chk# 0819405538 MAY RENT		2,517.90	0.00	63840
06/01/2015	rent	Rent (06/2015)	2,350.00		2,350.00	67787
06/01/2015	storinc	Storage Fee (06/2015)	50.00		2,400.00	67788
06/08/2015	late	Late Fee	120.00		2,520.00	67910
06/09/2015		chk# 0819405906 June Rent		2,520.00	0.00	64168
07/01/2015	rent	Rent (07/2015)	2,350.00		2,350.00	68114
07/01/2015	storinc	Storage Fee (07/2015)	50.00		2,400.00	68115
07/06/2015	late	Late Fee	117.50		2,517.50	68239
07/10/2015		chk# 0819406296 July Rent		2,517.50	0.00	64546
08/01/2015	rent	Rent (08/2015)	2,399.23		2,399.23	68485
08/01/2015	storinc	Storage Fee (08/2015)	50.00		2,449.23	68486
08/11/2015	late	August Late Fee	119.96		2,569.19	68613
08/11/2015		chk# 0819406650 August Rent		2,400.00	169.19	64931
08/12/2015		chk# 377 August Rent		169.19	0.00	64939
09/01/2015	rent	Rent (09/2015)	2,399.23		2,399.23	68839
09/01/2015	storinc	Storage Fee (09/2015)	50.00		2,449.23	68840
09/09/2015		chk# 0819406990 September Rent		2,400.00	49.23	65323
09/14/2015	late	September Late Fee	122.46		171.69	68955
09/17/2015		chk# 380 September Rent		171.69	0.00	65339
10/01/2015	rent	Rent (10/2015)	2,399.23		2,399.23	69195
10/01/2015	storinc	Storage Fee (10/2015)	50.00		2,449.23	69196
10/07/2015		chk# 388 October Rent		2,449.23	0.00	65666
11/01/2015	rent	Rent (11/2015)	2,399.23		2,399.23	69528
11/01/2015	storinc	Storage Fee (11/2015)	50.00		2,449.23	69529
11/09/2015	late	November Late Fee	122.46		2,571.69	69625
11/10/2015		chk# 391 November Rent		2,571.69	0.00	66030
12/01/2015	rent	Rent (12/2015)	2,399.23		2,399.23	69851
12/01/2015	storinc	Storage Fee (12/2015)	50.00		2,449.23	69852
12/07/2015	late	December Late Fee	122.46		2,571.69	69958
12/16/2015		chk# 394 December Rent		2,449.23	122.46	66393
12/30/2015		chk# 0819408222 Late Fee		122.46	0.00	66478
01/01/2016	rent	Rent (01/2016)	2,399.23		2,399.23	70195
01/01/2016	storinc	Storage Fee (01/2016)	50.00		2,449.23	70196
01/06/2016	late	January Late Fee	122.46		2,571.69	70307
01/11/2016		chk# 493 January Rent		2,571.69	0.00	66780
02/01/2016	rent	Rent (02/2016)	2,399.23		2,399.23	70577
02/01/2016	storinc	Storage Fee (02/2016)	50.00		2,449.23	70578
02/04/2016		chk# 498 February Rent		2,400.00	49.23	67065
02/11/2016		chk# 500 February Rent		49.23	0.00	67166
02/19/2016	ptrent	City of Oakland Rent Board Fee 2016	15.00		15.00	70860
03/01/2016	rent	Rent (03/2016)	2,399.23		2,414.23	71082
03/01/2016	storinc	Storage Fee (03/2016)	50.00		2,464.23	71083
03/08/2016		chk# 502 March Rent		2,449.23	15.00	67592

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04/01/2016	rent	Rent (04/2016)	2,399.23		2,414.23	<u>71466</u>
04/01/2016	storinc	Storage Fee (04/2016)	50.00		2,464.23	<u>71467</u>
04/06/2016	late	April Late Fee	123.21		2,587.44	<u>71596</u>
04/11/2016		chk# 505 April Rent		2,587.44	0.00	<u>68062</u>
05/01/2016	rent	Rent (05/2016)	2,399.23		2,399.23	<u>71840</u>
05/01/2016	storinc	Storage Fee (05/2016)	50.00		2,449.23	<u>71841</u>
05/06/2016	late	May Late Fee	122.46		2,571.69	<u>71959</u>
05/11/2016		chk# 510 May Rent		2,571.69	0.00	<u>68489</u>
06/01/2016	rent	Rent (06/2016)	2,399.23		2,399.23	<u>72197</u>
06/01/2016	storinc	Storage Fee (06/2016)	50.00		2,449.23	<u>72198</u>
06/07/2016	late	June Late Fee	124.96		2,574.19	<u>72312</u>
06/10/2016		chk# 512 June Rent		2,571.69	2.50	<u>68870</u>
07/01/2016	rent	Rent (07/2016)	2,399.23		2,401.73	<u>72558</u>
07/01/2016	storinc	Storage Fee (07/2016)	50.00		2,451.73	<u>72559</u>
07/01/2016		chk# 514 July Rent		2,451.73	0.00	<u>69091</u>
08/01/2016	rent	Rent (08/2016)	2,447.21		2,447.21	<u>72923</u>
08/01/2016	storinc	Storage Fee (08/2016)	100.00		2,547.21	<u>72924</u>
08/03/2016		chk# 0030704730 August Rent		2,547.21	0.00	<u>69599</u>
09/01/2016	rent	Rent (09/2016)	2,447.21		2,447.21	<u>73334</u>
09/01/2016	storinc	Storage Fee (09/2016)	100.00		2,547.21	<u>73335</u>
09/07/2016	late	September Late Fee	127.36		2,674.57	<u>73446</u>
09/21/2016		chk# 517 September Rent		2,674.57	0.00	<u>70097</u>
10/01/2016	rent	Rent (10/2016)	2,447.21		2,447.21	<u>73684</u>
10/01/2016	storinc	Storage Fee (10/2016)	100.00		2,547.21	<u>73685</u>
10/07/2016	late	October Late Fee	127.36		2,674.57	<u>73801</u>
10/18/2016		chk# 518 October Rent Reversed by ctrl#70470		2,674.57	0.00	<u>70461</u>
10/20/2016	nsf	Returned check charge	30.00		30.00	<u>73907</u>
10/20/2016		chk# 518 NSF receipt Ctrl# 70461		(2,674.57)	2,704.57	<u>70470</u>
10/21/2016		chk# 6573703866 October Rent to Cover NSF		2,704.50	0.07	<u>70471</u>
11/01/2016	rent	Rent (11/2016)	2,447.21		2,447.28	<u>74051</u>
11/01/2016	storinc	Storage Fee (11/2016)	100.00		2,547.28	<u>74052</u>
11/08/2016	late	November Late Fee	127.36		2,674.64	<u>74189</u>
11/08/2016		chk# 6573703924 November Rent		2,674.57	0.07	<u>70794</u>
12/01/2016	rent	Rent (12/2016)	2,447.21		2,447.28	<u>74412</u>
12/01/2016	storinc	Storage Fee (12/2016)	100.00		2,547.28	<u>74413</u>
12/03/2016		chk# 6573704000 December Rent		2,547.21	0.07	<u>71122</u>
01/01/2017	rent	Rent (01/2017)	2,447.21		2,447.28	<u>74772</u>
01/01/2017	storinc	Storage Fee (01/2017)	100.00		2,547.28	<u>74773</u>
01/09/2017	late	January Late Fee	127.36		2,674.64	<u>74881</u>
01/17/2017		chk# 520 January Rent		2,674.57	0.07	<u>71530</u>
02/01/2017	rent	Rent (02/2017)	2,447.21		2,447.28	<u>75165</u>
02/01/2017	storinc	Storage Fee (02/2017)	100.00		2,547.28	<u>75166</u>
02/01/2017	ptrent	City of Oakland Rent Board Fee 2017	34.00		2,581.28	<u>75388</u>
02/08/2017	late	February Late Fee	129.06		2,710.34	<u>75453</u>
02/10/2017		chk# 521 February Rent		2,710.34	0.00	<u>71987</u>

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03/01/2017	rent	Rent (03/2017)	2,447.21		2,447.21	<u>75714</u>
03/01/2017	storinc	Storage Fee (03/2017)	100.00		2,547.21	<u>75715</u>
03/07/2017		chk# 524 March Rent		2,676.34	(129.13)	<u>72374</u>
04/01/2017	rent	Rent (04/2017)	2,447.21		2,318.08	<u>76080</u>
04/01/2017	storinc	Storage Fee (04/2017)	100.00		2,418.08	<u>76081</u>
04/06/2017		chk# 527 April Rent		2,418.08	0.00	<u>72698</u>
05/01/2017	rent	Rent (05/2017)	2,447.21		2,447.21	<u>76469</u>
05/01/2017	storinc	Storage Fee (05/2017)	100.00		2,547.21	<u>76470</u>
05/04/2017		chk# 533 May Rent		2,418.08	129.13	<u>73017</u>
06/01/2017	rent	Rent (06/2017)	2,447.21		2,576.34	<u>76832</u>
06/01/2017	storinc	Storage Fee (06/2017)	100.00		2,676.34	<u>76833</u>
06/04/2017		chk# 538		2,418.08	258.26	<u>73404</u>
07/01/2017	rent	Rent (07/2017)	2,447.21		2,705.47	<u>77201</u>
07/01/2017	storinc	Storage Fee (07/2017)	100.00		2,805.47	<u>77202</u>
07/03/2017		chk# 539		2,418.88	386.59	<u>73539</u>
08/01/2017	rent	Rent (08/2017)	2,503.50		2,890.09	<u>77620</u>
08/01/2017	storinc	Storage Fee (08/2017)	100.00		2,990.09	<u>77621</u>
08/04/2017		chk# 545		2,418.08	572.01	<u>74352</u>
09/01/2017	rent	Rent (09/2017)	2,503.50		3,075.51	<u>77971</u>
09/01/2017	storinc	Storage Fee (09/2017)	100.00		3,175.51	<u>77972</u>
09/06/2017		chk# 547		2,418.08	757.43	<u>74743</u>
10/01/2017	rent	Rent (10/2017)	2,503.50		3,260.93	<u>78328</u>
10/01/2017	storinc	Storage Fee (10/2017)	100.00		3,360.93	<u>78329</u>
10/04/2017		chk# 555 October 2017 Rent & September Back rent		2,418.08	942.85	<u>75006</u>
11/01/2017	rent	Rent (11/2017)	2,503.50		3,446.35	<u>78719</u>
11/01/2017	storinc	Storage Fee (11/2017)	100.00		3,546.35	<u>78720</u>
11/07/2017		chk# 558		2,418.00	1,128.35	<u>75579</u>
12/01/2017	rent	Rent (12/2017)	2,503.50		3,631.85	<u>79080</u>
12/01/2017	storinc	Storage Fee (12/2017)	100.00		3,731.85	<u>79081</u>
12/02/2017		chk# 559		2,547.21	1,184.64	<u>75776</u>
12/06/2017		chk# 561		56.29	1,128.35	<u>75915</u>
01/01/2018	rent	Rent (01/2018)	2,503.50		3,631.85	<u>79428</u>
01/01/2018	storinc	Storage Fee (01/2018)	100.00		3,731.85	<u>79429</u>
01/05/2018		chk# 564		2,603.50	1,128.35	<u>76207</u>
02/01/2018	rent	Rent (02/2018)	2,503.50		3,631.85	<u>79767</u>
02/01/2018	storinc	Storage Fee (02/2018)	100.00		3,731.85	<u>79768</u>
02/06/2018		chk# 567 NSFed by ctrl# 76601 Nsf check#567		2,603.50	1,128.35	<u>76525</u>
02/08/2018	nsf	Returned check charge	30.00		1,158.35	<u>79877</u>
02/08/2018	late	February Late Fee	122.36		1,280.71	<u>79878</u>
02/08/2018		chk# 567 NSF receipt Ctrl# 76525		(2,603.50)	3,884.21	<u>76601</u>
02/14/2018		chk# 0819417420		2,755.86	1,128.35	<u>76618</u>
03/01/2018	ptrent	City of Oakland Rent Fee	34.00		1,162.35	<u>80073</u>
03/01/2018	rent	Rent (03/2018)	2,503.50		3,665.85	<u>80272</u>
03/01/2018	storinc	Storage Fee (03/2018)	100.00		3,765.85	<u>80273</u>

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03/06/2018	late	March late	125.20		3,891.05	80375
03/08/2018		chk# 570		2,628.70	1,262.35	77082
04/01/2018	rent	Rent (04/2018)	2,503.50		3,765.85	80652
04/01/2018	storinc	Storage Fee (04/2018)	100.00		3,865.85	80653
04/19/2018		chk# 0819418055		2,628.70	1,237.15	77532
05/01/2018	rent	Rent (05/2018)	2,503.50		3,740.65	81093
05/01/2018	storinc	Storage Fee (05/2018)	100.00		3,840.65	81094
05/08/2018	late	April late fee	125.17		3,965.82	81298
05/08/2018	late	May late fee	125.17		4,090.99	81299
05/16/2018		chk# 095		2,628.70	1,462.29	77975
06/01/2018	rent	Rent (06/2018)	2,503.50		3,965.79	81576
06/01/2018	storinc	Storage Fee (06/2018)	100.00		4,065.79	81577
06/09/2018	late	June late fee	125.17		4,190.96	81707
06/09/2018		chk# 571		2,628.70	1,562.26	78334
07/01/2018	rent	Rent (07/2018)	2,503.50		4,065.76	81983
07/01/2018	storinc	Storage Fee (07/2018)	100.00		4,165.76	81984
07/05/2018		chk# 576 July Rent		2,603.50	1,562.26	78745
08/01/2018	rent	Rent (08/2018)	2,503.50		4,065.76	82402
08/01/2018	storinc	Storage Fee (08/2018)	100.00		4,165.76	82403
08/04/2018		chk# 0819419111 August Rent		2,603.50	1,562.26	79120
09/01/2018	rent	Rent (09/2018)	2,503.50		4,065.76	82783
09/01/2018	storinc	Storage Fee (09/2018)	100.00		4,165.76	82784
09/04/2018		chk# 577 September Rent		2,603.50	1,562.26	79455
10/01/2018	rent	Rent (10/2018)	2,503.50		4,065.76	83159
10/01/2018	storinc	Storage Fee (10/2018)	100.00		4,165.76	83160
10/05/2018		chk# 6573706105 October Rent		2,688.62	1,477.14	79894
11/01/2018	rent	Rent (11/2018)	2,588.62		4,065.76	83575
11/01/2018	storinc	Storage Fee (11/2018)	100.00		4,165.76	83576
11/04/2018		chk# 6573706181 November Rent		2,688.62	1,477.14	80240
11/14/2018		chk# 6573708822 Nov Rent and Storage Fees		1,477.14	0.00	80342
12/01/2018	rent	Rent (12/2018)	2,588.62		2,588.62	83940
12/01/2018	storinc	Storage Fee (12/2018)	100.00		2,688.62	83941
12/05/2018		chk# 578 Dec Rent		2,688.62	0.00	80638
01/01/2019	rent	Rent (01/2019)	2,588.62		2,588.62	84294
01/01/2019	storinc	Storage Fee (01/2019)	100.00		2,688.62	84295
01/03/2019		chk# 6573706391 Jan rent and partial storage fee		2,603.50	85.12	80993
02/01/2019	ptrent	Oakland Rent Board Fee 2019	34.00		119.12	84497
02/01/2019	rent	Rent (02/2019)	2,588.62		2,707.74	84825
02/01/2019	storinc	Storage Fee (02/2019)	100.00		2,807.74	84826
02/15/2019	late	Late Fee	129.43		2,937.17	84961
02/15/2019		chk# 582 Feb rent and 1 storage fee		2,688.62	248.55	81586
03/01/2019	rent	Rent (03/2019)	2,588.62		2,837.17	85185
03/01/2019	storinc	Storage Fee (03/2019)	100.00		2,937.17	85186
03/06/2019		chk# 584 March rent and past due balances		2,688.62	248.54	81931
04/01/2019	rent	Rent (04/2019)	2,588.62		2,837.16	85560

04/01/2019	storinc	Storage Fee (04/2019)	100.00		2,937.16	<u>85561</u>
04/09/2019		chk# 0819421243 April rent		2,688.62	248.54	<u>82361</u>
05/01/2019	rent	Rent (05/2019)	2,588.62		2,837.16	<u>85960</u>
05/01/2019	storinc	Storage Fee (05/2019)	100.00		2,937.16	<u>85961</u>
05/21/2019		chk# 000456922 Rent		2,638.62	298.54	<u>82791</u>
05/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,340.08)	<u>82942</u>
06/01/2019	rent	Rent (06/2019)	2,588.62		248.54	<u>86326</u>
06/01/2019	storinc	Storage Fee (06/2019)	100.00		348.54	<u>86327</u>
06/30/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,290.08)	<u>83311</u>
07/01/2019	rent	Rent (07/2019)	2,588.62		298.54	<u>86706</u>
07/01/2019	storinc	Storage Fee (07/2019)	100.00		398.54	<u>86707</u>
08/01/2019	rent	Rent (08/2019)	2,588.62		2,987.16	<u>87010</u>
08/01/2019	storinc	Storage Fee (08/2019)	100.00		3,087.16	<u>87011</u>
08/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	448.54	<u>83744</u>
09/01/2019	rent	Rent (09/2019)	2,588.62		3,037.16	<u>87400</u>
09/01/2019	storinc	Storage Fee (09/2019)	100.00		3,137.16	<u>87401</u>
09/02/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	498.54	<u>84136</u>
09/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,638.62	(2,140.08)	<u>84425</u>
10/01/2019	rent	Rent (10/2019)	2,588.62		448.54	<u>87742</u>
10/01/2019	storinc	Storage Fee (10/2019)	100.00		548.54	<u>87743</u>
10/29/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	(2,180.68)	<u>84799</u>
11/01/2019	rent	Rent (11/2019)	2,679.22		498.54	<u>88052</u>
11/01/2019	storinc	Storage Fee (11/2019)	100.00		598.54	<u>88053</u>
12/01/2019	rent	Rent (12/2019)	2,679.22		3,277.76	<u>88421</u>
12/01/2019	storinc	Storage Fee (12/2019)	100.00		3,377.76	<u>88422</u>
12/01/2019		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	648.54	<u>85201</u>
01/01/2020	rent	Rent (01/2020)	2,679.22		3,327.76	<u>88728</u>
01/01/2020	storinc	Storage Fee (01/2020)	100.00		3,427.76	<u>88729</u>
01/01/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	698.54	<u>85517</u>
02/01/2020	rent	Rent (02/2020)	2,679.22		3,377.76	<u>89055</u>
02/01/2020	storinc	Storage Fee (02/2020)	100.00		3,477.76	<u>89056</u>
02/03/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,729.22	748.54	<u>85867</u>
03/01/2020	ptrent	Oakland Rent Board Fee 2020	50.50		799.04	<u>89287</u>

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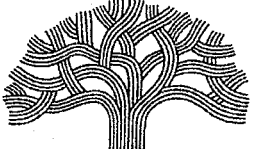
CHRONOLOGICAL CASE REPORT

Case No.: T19-0423
Case Name: Wang v. Yin
Property Address: 1505 Mitchell Street, Oakland, CA
Parties: Michelle Wang (Tenant)
Lynn Phan (Tenant Representative)
Zheng Yu (Owner)
Jill Broadhurst (Owner Representative)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 10, 2019
Owner Responses filed	December 11, 2019
Administrative Decision Mailed	March 13, 2020
Tenant Appeal filed	June 16, 2020

119.0423 ac/LM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2019 SEP 10 PM 12:14 TENANT PETITION
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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 Michelle Wang	Rental Address (with zip code) 1505 Mitchell St Oakland CA 94601	Telephone: 510 228 6353
		E-mail: michelledwang.72@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Zhengyin AKA Betty Yu	Mailing Address (with zip code)	Telephone: 415 521 9176 Email:
Property Manager or Management Co. (if applicable) America Foy Engel & Volkers	Mailing Address (with zip code) 582 Castro St San Francisco CA 94114	Telephone: 415 559 3309 (cell) 415 872 7729 (office) Email: americafoy@gmail.com

Number of units on the property: 2

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

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

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

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

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

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

Date you moved into the Unit: approx Sept 2015 Initial Rent: \$ 1100 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: never. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
9/9/2019		\$ 1100	\$ 1210	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

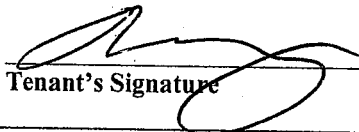
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature 

8/26/19
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit.** **Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, 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): Just Cause

2019 SEP 10 PM 12: 15

Description of the Reduced Services and Problems

Jan 10-2019- I asked the owner for doors to be put on the empty door frame in my daughters room and the storage room.

Jan 11-2019 I asked the owner if she can have the house sprayed for bugs as I have been getting bit all over for months and have been buying my own flea and bed bug treatments and replaced my mattress.

Jan 19 2019 She asked for photos of the doors I needed.

Feb 2 2019 She messaged me to tell me the handyman would come measure the doors we need.

April 7 I reached out to her because she took the keys to the mailbox and I couldn't get my mail.

April 8 She text me that the lock on the side gate was broken and anyone can walk in the the courtyard and she was concerned for my safety. She also told me that the garage driveway courtyard is not part of my unit. I informed her its on my lease. She said she was told otherwise. I told her I have proof.

April 11 2019 I messaged her again asking for access to my mail. She told me tomorrow

April 13 2019 I messaged her where the mail key was and she told me to contact her Property manager she hired and that she only collects rent. I message America Foy and asked if he could bring me the mail key asap tomorrow (it was Saturday) as my daughter clipper card was in the mail and I had been waiting all week and needs it for school. He emailed me to come up with a new lease and attached a copy of my estoppel that I noticed was altered with a separate note attached. Someone crossed off where I wrote in the garage, courtyard, and driveway were part of my unit. I told the Manager what I saw and he said I don't have proof and my original document isn't proof. He said he would do me a favor by working on Sunday and open the mailbox for me. Ive cut contact with him since as I felt he was angered for reasons beyond my control and I didn't do anything to him to get this kind of reply.

I went to the Just Cause Building in May and spoke them and they told me everything they are doing is illegal and that I don't have to move out or lose my garage and driveway and courtyard. They advised me to sent a repair letter and harassment letter thru certified mail.

May 15 and 16 I sent out letters thru certified mail.

000155

The owner text me on May 27th that the handyman would be coming by the following day to fix the items on my list. I sent her a thank you text the following day.

June 30 2019 She finally put a lock on the sidegate that was broken back in May. I bought a chain lock on Amazon in April to keep people from possibly breaking in since she didn't have plans to fix it till I sent her that letter.

On August 24 2019 my daughter answered the door and was served a 3 day notice to quit and vacate due to unapproved subletting and having access to dwellings that are not part of the rented unit. I don't think serving my 11 year old daughter is the appropriate way to give me notice.

I have not had full access to my garage since the house has been on the market. There is a stove appliance being stored in my garage that was from the other unit since the house was on the market. She has not removed it. The power was cut off to the garage that I noticed in April. I calculate the loss of property and amenities to my unit at \$500 a month as it is half the property in square footage and is "not part of my unit" according to the owner.

Sept 8 Sunday the handyman came to finish a job I called him for in July. He told me the landlord told him not to talk to her tenant."

Sept 9 Monday I received a 3 day notice to quit or pay for rent in August + September. at the amount of \$1270 month, My rent is \$1100 a month. I never received a increase in rent notice. Also I have proof for Sept payment. I lost my receipt for August. The bank wont give me a copy of document. The account owner/landlord must show their statement to show the proof whether they did or did not receive my payment.

RECEIVED
 RENT REGISTRATION PROGRAM
 2019 SEP 10 PM 12:15
 Tuesday 9-3-19
~~8-27-19~~

Request for Service: Tenant Complaint

Property Address: 1505 Mitchell St Unit No. Left Inspection Date: 9-3-19
 Complaint No. 1903911 Inspector: BARRON Phone No. 238-6612
 Complainant's Name: Michelle Wang Phone No. 228-6353
 Owner/Manager: _____ Phone No. _____

INSPECTION:

PROPERTY MAINTENANCE:

- Overgrown vegetation: _____
- Trash & debris: _____
- Lack of/inadequate garbage service: _____
- Unapproved open storage _____
- Unapproved parking _____

- Window defects: _____
- Lack of window egress: _____
- Lack of light/ventilation: _____
- Mice/rodents/roaches: _____
- Roof leaking/damaged: _____
- Damaged/non-functional Doors/locks: _____
- Stairs/decks/railing: _____
- Exterior walls/windows/trim: _____
- Blocked exits: _____
- No resident manager (required 16 units or more)
- Unpermitted work: _____
- Unpermitted work: _____
- Undocumented residential unit: _____

BUILDING MAINTENANCE:

- Electrical: _____
- Plumbing: _____
- Plumbing leak: Unapproved roof at right side
- Clogged sink/toilet: Unapproved laundry
- Building sewer blockage: Unapproved rear roof to basement
- Lack of/defective heating system: _____
- Mechanical: Possible unapproved Roof hot
- Wall/ceiling/floor defects: Garage and structure
- Others: Check Unapproved Conversion of SFD to Duplex.
- Others: See Miss. for Understan. by client
- Others: Fourth Water supply for toilet leaks
- Extensive surface mold present on Garage rear wall was removed, light fixture does not work

- Missing/Inoperative smoke/carbon monoxide detectors: _____

See brochure for remediation guild lines. (Description required, e.g. bedroom wall under window, tub ceiling) work

Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice to Abate by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

Signature: [Signature] Date: 9-3-19
Re-work = 10-15-19
~~8-27-19~~



RECEIVED
CITY OF OAKLAND
MENT ARBITRATION PROGRAM
2019 SEP 10 PM 12:15

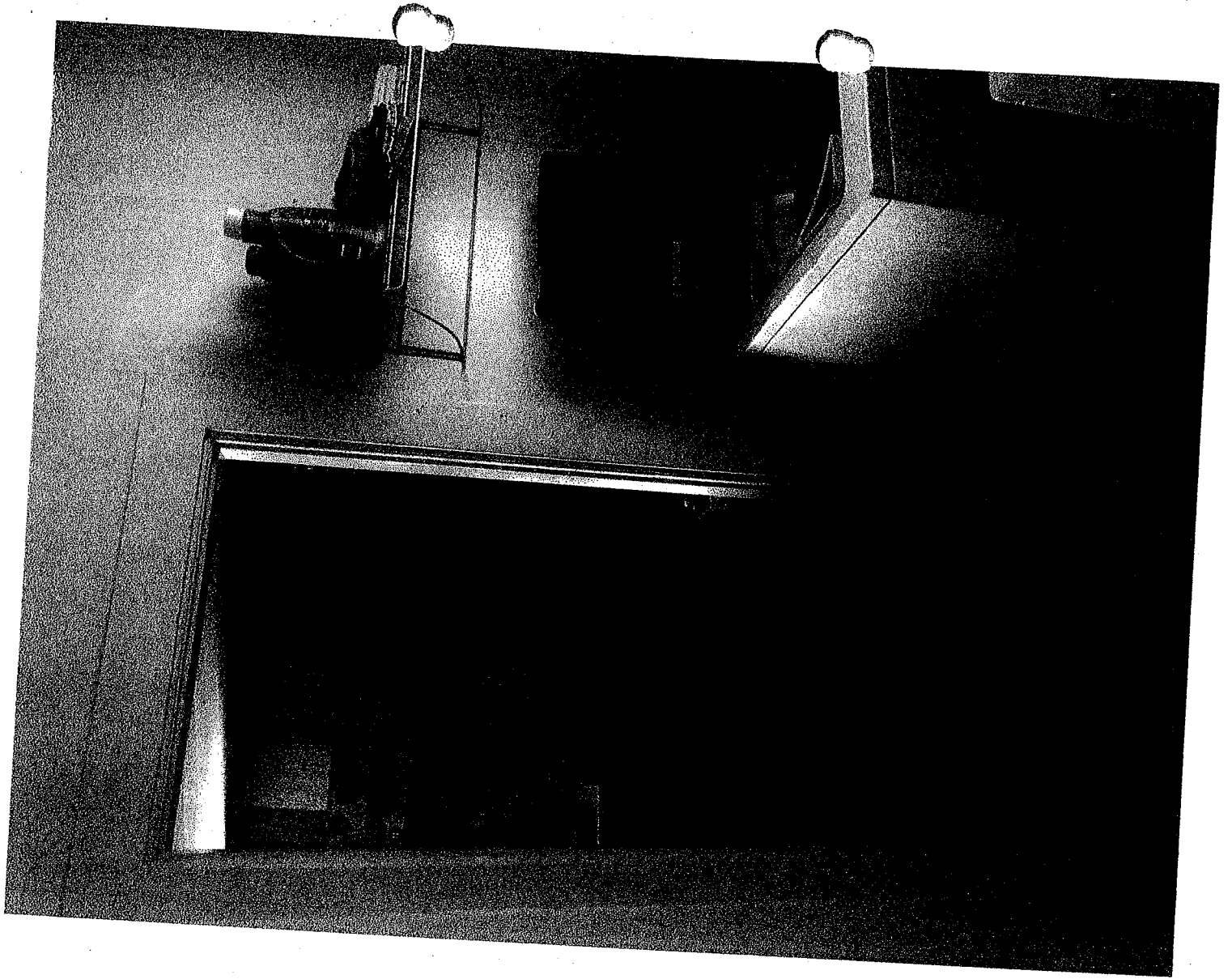
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2019 SEP 10 PM 12:15

RECEIVED
CITY OF OAKLAND
MENT ARBITRATION PROGRAM

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RENT ARBITRATION PROGRAM
2019 SEP 10 PM 12:15

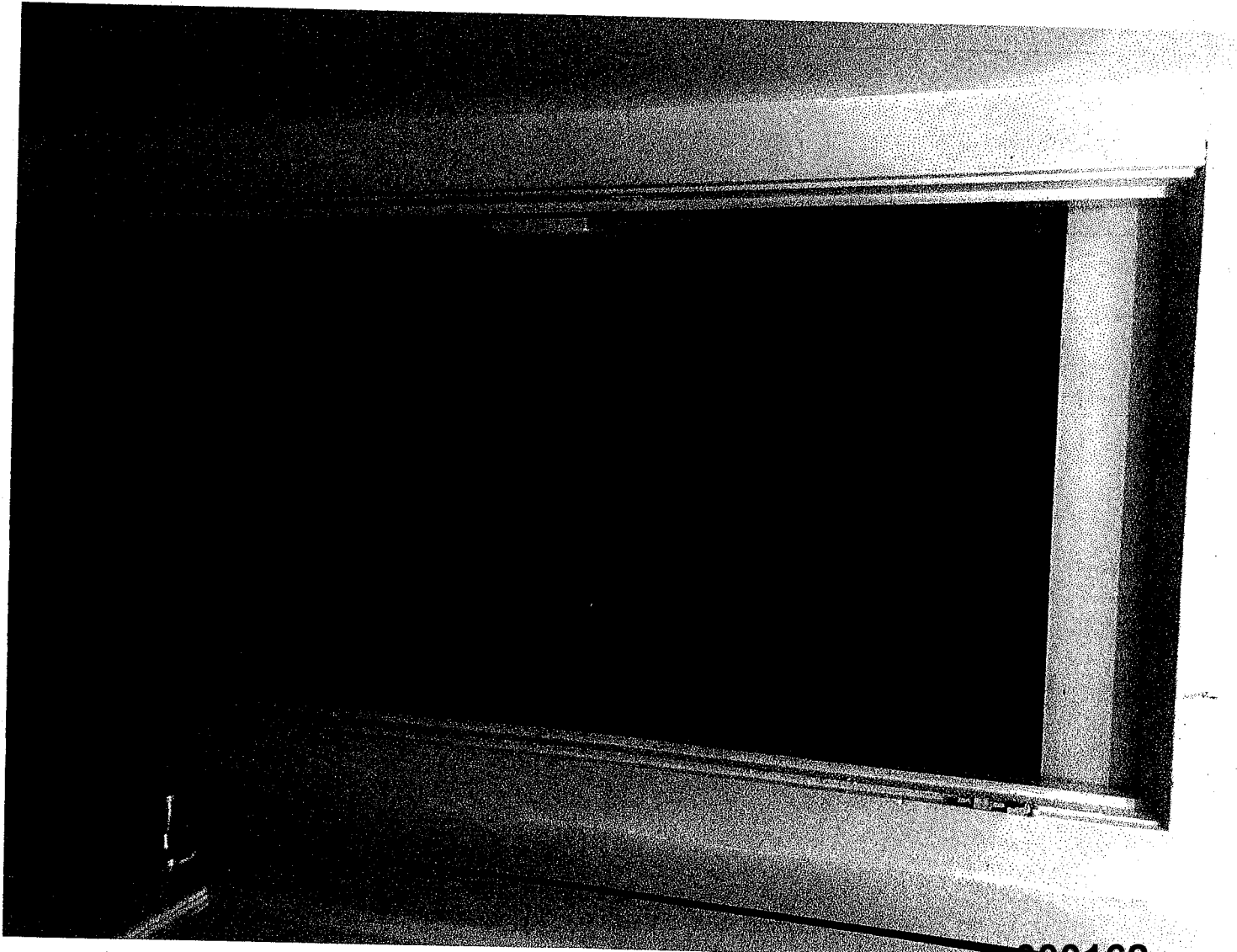
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CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 12:15



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CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 SEP 10 PM 12:15



000162

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

Three-Day Notice to Quit 2019 SEP 10 PM 12:15
(Improper Subletting, Nuisance, Waste, or Illegal Use)

To: Michelle Wang, Tenant(s) in possession of the premises at: 1505 MITCHELL ST,
OAKLAND, County of Alameda, CA, 94601

YOU ARE HEREBY NOTIFIED that you are required within THREE (3) DAYS from the date of service on you of this notice to vacate and surrender possession of the premises because you have committed the following nuisance, waste, unlawful use, or unlawful subletting:

Unapproved subtenants are residing in the rental unit. Tenants have accessed areas of the dwelling that are not part of the rented area, and refused to vacate that area. Tenants have refused to cause the unauthorized subtenants to vacate, despite several warnings from the owner.

YOU ARE FURTHER NOTIFIED THAT if you do not comply with either of the above the undersigned does hereby elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises and lessor will institute legal proceedings to recover rent and possession of said premises.

As a result of your having committed the foregoing act(s), the lease or rental agreement under which you occupy these premises is terminated. If you fail to vacate and surrender possession of the premises within three days, legal proceedings will be instituted against you to recover possession of the premises, damages, and court costs.

Pursuant to Oakland Municipal Code Chapter 8.22.360.B.2 codifying the "Just Cause" for Eviction Ordinance, the landlord asserts in good faith that "the ground of improper subletting" is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession. "Advice regarding the notice terminating tenancy is available from the Rent Board". The Rent Board is located at 250 Frank J. Ogawa Plaza, Suite 5313, Oakland CA 94612, telephone (510)238-3015.

Date: 08/22/2019

Betty Yu

Owner/Landlord/Manager: Betty Yu



2019 SEP 10 PM 12:15

Thursday, August 29, 2019

To Owner: Zheng Yin/Betty Yu
Property Manager: America Foy

Hello,

My 11-year-old daughter was served the Three-day Notice to Quit on Saturday August 24, 2019.

I believe the notice should have been served to me the tenant and not a minor residing in the house.

In response to the reasons you have listed:

1. Unapproved subtenants are residing in the unit.

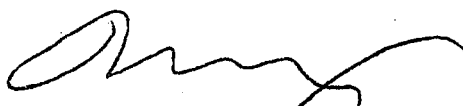
No one lives in the house with me besides my daughter who is on my lease. There was no other tenant living here when you purchased this house and I have been the only tenant since the time of purchase.

2. Tenants have access to areas of the dwelling that are not part of the rented area, and refuse to vacate. Tenants have refused to cause the unauthorized subtenant to vacate, despite several warnings from the owner.

I explained to you thru text after you purchased the house: the garage, driveway, and courtyard, are part of my unit. I sent a photo of the original estoppel to America Foy the Property manager on April 13, 2019 and I mailed you both a copy of my original estoppel thru certified mail in May. I'm not sure why and who you think lives in the house or what unapproved subtenant lives or at one point lived at the house. The other unit has vacant since before you purchased and it is vacant still. No one has ever lived with me that is not on my lease since the day I moved in so it is not possible for me to "cause the unauthorized subtenant to vacate" as there was never an unauthorized tenant residing in the residence at any point in time.

I have enclosed another copy of the original estoppel. I do not understand why I am receiving this notice as in your previous text messages you've told me you were not kicking me out. I would like for my lease to be honored and not lose parts of my rental that have always been included in my lease. I would like you to withdraw the 3-day notice and hope we can reach a resolution.

Thank you,


Michelle Wang

000164

Three Day Notice to Pay Rent or Quit

Amended for use in Oakland

RECEIVED
OAKLAND
RENT ADJUSTMENT PROGRAM

2019 SEP 10 PM 12:15

To: Michelle Wang
(Name of Resident) ("Resident") and any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises").

PLEASE TAKE NOTICE that you have violated the covenants of your rental agreement with Zheng Yu the owner of the Premises (hereinafter "Owner/Agent") by not paying your rent for the Premises located at:

1505 Mitchell St
(Address) Oakland (Unit, if applicable) (City) California 94601 (Zip)

THIS IS TO NOTIFY YOU that there is now due unpaid rent in the total sum of \$ 2,420 at the rental rate of \$ 1,210 per month, enumerated as follows:

- \$ 1210 owed for August 1, 2019 through August 31, 2019
- \$ 1210 owed for September 1, 2019 through September 30, 2019
- \$ _____ owed for _____ through _____

WITHIN THREE (3) DAYS after service of this notice, you are required to pay the rent now due and unpaid on the Premises OR to quit the subject Premises, move out, and deliver up possession of the Premises to Owner/Agent.

Your payment should be payable to: Zheng Yu and payments shall be delivered via personal check, money order, cashier's check or cash to:

Payment shall be delivered to: PO Box 11502
Address San Rafael CA 94912
City _____ State _____ Zip _____
Phone Number 415-521-9176 Days/Hours of operation: _____

This notice is given in good faith with honest intent and with no ulterior motive pursuant to Section 8.22.360.A.1 of Oakland's Just Cause for Eviction Ordinance. That section states that an owner may evict a tenant if: "The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent due and requiring its payment within a period, stated in the notice, of not less than three (3) days. However, this Subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law."

Your failure to pay the amount demanded in full OR vacate the Premises **WITHIN THREE (3) DAYS** as required by this Notice, will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the Premises, and to seek judgment for rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, costs of a lawsuit and possibly attorney fees. Please take notice that an additional award of six hundred dollars (\$600) may be requested against you if you fail to comply with this Notice pursuant to California Code of Civil Procedure Section 1174(b). You are further notified that the undersigned elects to declare the forfeiture of the rental agreement under which you hold possession of the Premises, if you fail to pay the amount of rent demanded above. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. *Penal Code, Section 594 provides that any person who maliciously damages or destroys the property of another is subject to fine and imprisonment.* **THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY OR QUIT AS PROVIDED BY CALIFORNIA LAW**

Information regarding evictions is available from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Adjustment Program office is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, (510) 238-3721, website: www.oaklandnet.com

9/3/2019
Date

Zheng Yu
Owner/Agent



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
Form Three Day Notice to Pay Rent or Quit - Oakland © (2013)





CALIFORNIA
ASSOCIATION
OF REALTORS®

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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 SEP 10 PM 12:16

Tenant: Michelle Wang
Premises: 1505 Mitchell St, Oakland, CA 94601-1629

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

1. LEASE TERMS:

- A. If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: 8/2015 (approx/initial), I cannot recall exact date)
- C. Name of the current Landlord: SURINA / Lisa Lew
- D. Name of the current Tenant: Michelle Wang
- E. Current monthly base rent: \$ 1100.00, paid through: _____
- F. Security deposit: \$ 1100.00 Other deposits: \$ _____
- G. Expiration date of current term: N/A

H. Number and Location of Parking Spaces: 2 spaces (drive way, garage)

I. Number and Location of Storage Spaces: side area by garage, garage

J. Who pays utilities services: Water: Landlord Tenant; Electric: Landlord Tenant; Gas: Landlord Tenant; Waste Disposal: Landlord Tenant; Gardener: Landlord Tenant; Sewer: Landlord Tenant; Other: _____ Landlord Tenant;

K. Who owns appliances: Stove: Landlord Tenant; Refrigerator: Landlord Tenant; Washer/Dryer: Landlord Tenant; Microwave: Landlord Tenant; Other: _____ Landlord Tenant.

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

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

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

Date: 10/25/18

Tenant [Signature]

Tenant

By _____ Title _____

Receipt Acknowledged

Landlord or Manager

Date: _____

By _____ Title _____

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TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)



000166



CALIFORNIA ASSOCIATION OF REALTORS

TENANT ESTOPPEL CERTIFICATE

Michael J. O'Neil
12/20/2018

1. The following information is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service. The information is provided for informational purposes only and does not constitute an offer of any financial product or service. The information is provided for informational purposes only and does not constitute an offer of any financial product or service.

2. The Tenant represents that the information provided in this certificate is true and correct to the best of their knowledge and belief. The Tenant understands that the information provided in this certificate is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

3. The Tenant represents that the information provided in this certificate is true and correct to the best of their knowledge and belief. The Tenant understands that the information provided in this certificate is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

4. The Tenant represents that the information provided in this certificate is true and correct to the best of their knowledge and belief. The Tenant understands that the information provided in this certificate is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

5. The Tenant represents that the information provided in this certificate is true and correct to the best of their knowledge and belief. The Tenant understands that the information provided in this certificate is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

6. The Tenant represents that the information provided in this certificate is true and correct to the best of their knowledge and belief. The Tenant understands that the information provided in this certificate is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

7. The Tenant represents that the information provided in this certificate is true and correct to the best of their knowledge and belief. The Tenant understands that the information provided in this certificate is being provided to the public in accordance with the provisions of the California Consumer Information Act (CCIA), California Civil Code Section 1792.1. This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

DocuSigned by: 12/20/2018

00971D6114BF43D...

- The garage/spaces outside belong to homeowner.
- Tenant only rent the space inside according to home owner.
- Month to month
- Washer/Dryer inside tenant unit belong to her, Not owner.

X *[Signature]*

000167

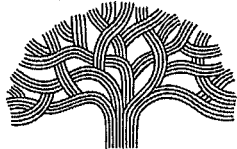
2019 SEP 10 PM 12:16

RECEIVED CITY OF OAKLAND RENT ARBITRATION PROGRAM

Date: 12-20-18
Tenant: *[Signature]*
Landlord: *[Signature]*
Rent: Month to Month

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 12:16

RC

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	RECEIVED <small>For date stamp</small> DEC 11 2019 RENT ADJUSTMENT PROGRAM OAKLAND PROPERTY OWNER <u>RESPONSE</u>
--	--	--

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

CASE NUMBER T19- 0423

Your Name Zheng Yu	Complete Address (with zip code) PO Box 11502, San Rafael, CA 94912	Telephone: 415-521-9176
		Email:
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
		Email:
Tenant(s) Name(s) Michelle Wang	Complete Address (with zip code) 1505 Mitchell St., Oakland, CA 94601	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property Single house

Have you paid for your Oakland Business License? Yes No Lic. Number: _____
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: _____
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 12/28/18.

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

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

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

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

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

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

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

The tenant moved into the rental unit on _____ do not know (only received rent from this tenant from 1/1/2018

The tenant's initial rent including all services provided was: \$ 1,100 / month.

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

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

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Property Owner's Signature

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.

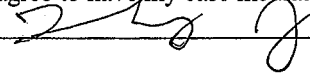
Mediation Program

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.



12/2/2019

Property Owner's Signature

Date

III. Exemption

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?

No, not that I am aware of.

2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?

No, not that I am aware of.

3. Was the prior tenant evicted for cause?

No, I don't know, not to my knowledge.

4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?

Yes, there are building codes that I am currently working with the City of Oakland, but I did not know of any illegal work was done to the property at the time when I purchased this property as the previous owner / seller never disclosed this information to me.

5. Is the unit a single family dwelling or condominium that can be sold separately?

No, it is a single family that cannot be sold separately.

6. Did the petitioning tenant have roommates when he/she moved in?

I don't know.

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

No, this is a single family house.

IV. Decreased Housing Services

Michelle Wang demanded me to perform the following items based on her needs which I performed under reasonable circumstances. I lost contact with the handyman, so I came to my property to check on the work progress. Then I saw that the door was open ajar from the inside, my garage door from the side yard was broken into, and left ajar, the side yard lock was broken into by someone. I became extremely scarred. I asked Michelle if her and her daughter were safe. Was there anything happened to them or the place? Was there any theft? She said no, but in the past the neighborhood was extremely unsafe. I expressed to her that I was genuinely concerned about everyone's safety there now, and asked her if she has seen the handyman at all. Perhaps he did some work and needed access. She told me she never had much interaction with him. I told her I want to a new lock to be put there to ensure the safety of the place and everyone in it as well. It scares me that I don't know what is happening at my own place. She offered to use a zip tie that she happens to have to tie the gates together for now until an actual lock is there. So I agreed with her and thanked her for the offer.

I asked the handyman what happened, and he told me that Michelle Wang, my tenant, asked him to break those locks so she could gain access without consulting me. I remembered a while ago that Michelle Wang told me that she had the right to use the garage as per the previous owner, but the estoppel stated she did not have access to the garage. Even if she did, she had no right to break into my garage without asking. She told me that my handyman broke the locks. My handyman told me that she asked him to break them. I did not know who to believe, but it makes more sense for Michelle to want to break the locks as the handyman really does not need to do extra work for no reason and does not gain anything from breaking someone's locks with no extra pay.

Also, Michelle Wang has never requested to me to put a lock onto the side yard gate. I wanted to do that for their safety. Since there was something there to keep the gate closed, I felt it could buy me sometime as they were ok. In fact, I was more scarred than she was. She told me things I never knew about the neighborhood and the house that I have not had the experience with. I was amazed at how she would still live in a place like that. She knew I was tricked into buying this property, and I later found out that I was.

Regarding August 24 2019 claim, I hired an eviction company after I found out that Michelle Wang did not pay her August rent. The eviction company has professionals giving notices, and wrote on the service note on how it was served which mentioned that it was serviced to an adult, not a child.

Again, the estoppel indicates that Michelle Wang does not have the right to use my garage. (Please see attached). Michelle Wang did not mention to me that her power was cut off from the garage. My agent just told me that her lights were flickering, and that the sink was leaking. So we sent a different handyman this time to repair everything.

I never told any handyman not to talk to anyone. I just kindly ask that if anyone asks the handyman to perform any tasks, those requests should be consulted with me first. The tenant could ask the handyman, but they should also make the requests known to the me, the property owner. If everything is legit, why hide from me and go around my back. If something is wrong with my property, I would like to know about it, and fix it anyway I can.

I thought that my agent, America Foy and his attorney had drafted a letter to Michelle Wang back in May 2019 to increase the rent by 10% as she has never received a rent increase since she moved in. I could actually increase the rent to market price because my property is a single house and not subject to rent control, but I did not do so. After all the expenses that I have made on this property, I should have raised the rent a long time ago. It turns out that the letter was never sent to Michelle by my agent when I asked him. So I had to change the three-day notice amount to \$1,100 for all the months she owed me in October 2019 which was after the time that I found out that her rent was never increased. Please see attached for the adjusted and the latest 3-day notice and service detailed document.

Jan 10, 2019: I introduced myself to Michelle Wang as the new owner of 1505 Mitchell St, Oakland, CA 94601, exchanged contact information, establish rapport, payment arrangement to continue her rent according to the estoppel that I received upon purchasing this property. I have not changed anything on the estoppel. They were forwarded to me via an online software like DocuSign. The estoppel is attached here.

Jan 11, 2019: Michelle asked about bed spray treatments. She claimed that she has been getting treatments and mattress covers, but I was not aware of it and nor did the seller mention any of it to me. I did not see any proof of the purchases that she claimed to have incurred. I let her know that I will need to check with experts for expert advice because neither of us are pest / insect experts, and we wouldn't know what it really is. She also asked for other repairs or additions to be added such as doors for a storage room and a door to the den or just a space for extra storage which she was using for her daughter as a spare bedroom which I did not know that someone else was also living there with her until then.

Jan 12 – Jan 26, 2019: We kept trying to meet up but we both had conflicting work and personal schedules.

Feb 3, 2019: A handyman took measurements of the doors in attempt to install the doors that Michelle asked for. I had let Michelle know in advance.

Apr 6, 2019: Sewer lateral enquiries were sent out and professionals were going to access the house, but decided they did not need to have access after all. I had let Michelle know in advance. While I was there, I also collected some mail and tidied up the foyer etc. I had asked the handyman to install new mailbox, so I thought that the key at the foyer was for me, and that Michelle must have already gotten hers. I also noticed many disturbing security issues about my house. I found the lock at the side gate between the garage and the court yard was wide open, and that someone took the time and energy broke a heavy duty lock to gain access or exit. The inner door of my house was left wide open. I also noticed that the lights were on in the house when no one else was there, the bathroom fan was on. The handyman's tools were on the floor but no sign of him at all in sight. I was terrified and concerned about my house and tenant's safety and security.

Apr 7-8, 2019: Michelle was upset that the mail key was missing. I did not know that she needed it and had arranged a time to get it back to her. She mentioned to me that she had been throwing most of mail away as she believed they were all junk mail. She kept one possibly important one for me. I asked her to please not throw away my mail. If they are indeed junk mail, that's fine, but not everything as they belonged to me. I expressed my concerns with Michelle about what I had witnessed that weekend, and that I was worried. Michelle offered to use some of her zip ties that she happened to have to temporarily close the gate together. I thanked her graciously until I can get everything sorted to figure out the best way I can increase security to my house, and get some more super heavy duty locks that locked from the inside. Michelle told me more disturbing news about the neighborhood and that maybe the neighbors had also been intruding to my house somehow which till this day, I still don't know how they could get into the house, but maybe there is some secret passage that I am not aware of. She told me about the drug use from some of the neighbors and gun shots in the area, and a meth house..... I was petrified to hear about all of that. I was unaware of any of that at the time when I purchased the property. None of this was disclosed to me. She told me that the side gate was never really locked

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according to my handyman. She claimed that my handyman did open the lock of the garage door for some reason.

I contacted my handyman, and he said he did not open any garage doors or the side gate. He was sick, that's why he hasn't been communicating with me at all. I asked him if he did anything that I did not ask him to do, he said no. I wanted to make sure that I am in the loop in anything that goes on during his work at my property, so I asked him to please ask me first before anyone else asks him to perform any tasks to my property as I hired him.

She asked about her right to the garage, but I went according to the Estoppel which indicated that the garage was not part of the agreement.

She told me the previous landlord had wanted her to move out, so she gave up her car and the right to the garage.

Apr 13, 2019: I became aware that I needed help to manage this property after finding out so many undisclosed items and dealing with so many people with different versions of the same events, I decided to confide in my agent, and seek his help. America Foy then became my property manager.

America had communicated to Michelle. Michelle texted me for further management, and I referred her to America.

May 16, 2019: America forwarded me Michelle's threatening letter claiming that she was harassed when I felt rather harassed by her. I have never dealt with anyone that had so many demands and complaints before, and so many stories. She claimed that there were leaking sinks and light did not work which was the first time I heard about that. She claimed that someone altered the estoppel when it wasn't America or myself since it was provided to us before I purchased the property. I was unaware that Michelle had a different estoppel than the one that was provided to me, and since that was the only estoppel that I had agreed with, and signed for at the time of purchasing the property, that was the estoppel that I should follow accordingly to the agreement. I never removed any of the housing spaces or services that she was claiming as I was following the estoppel that I was provided in the legal agreement.

She also claimed that someone disconnected the power to the garage when neither America or I or any worker that I hired went over to the garage at all. The sewer lateral work had affected the toilets flushing function for a day or so which was communicated to her. But no one would have the time to go over there to disconnect the power, at least not me or my agent / property manager. As far as I know, we did not harass Michelle, but rather I felt that she was harassing me. She claimed that I did not service the property when I had every attempt to, as I trusted the handyman to do his job, but the handyman did some work, then he felt sick, and he stopped communicating with me which forced me to inspect his work, and that was when I found out that certain things were not done in April. We contacted another handyman to fix the items on her list.

I asked America if we could increase the rent as I am at a loss with all the repairs, the sewer lateral, maintenance, and other fees, while Michelle is paying under market rent. America asked his attorney to draft a letter. The attorney told us that since Michelle never got an adjustment or increase to her rent, and that this is a single family house, her rent could be increased to market value which would be \$1,750 for the space that she was renting. But we did not want to do that, so we decided to only increase 10%. At that time, I assumed that Michelle had received a 10% increase to her rent in the letter and given her a 60 days notice, which meant that the increase would occur on August 1, 2019.

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May 27, 2019: I communicated to Michelle to expect the handyman to come by to do all the work for a few days.

June 30, 2019: I put locks on the gate which was tied by zip ties before not by any lock that she claimed she put on. I provided her a spare key to the lock.

July 20, 2019: I asked a worker to do some maintenance to the place.

August 15, 2019: I checked my bank account, and I realized that Michelle did not pay her rent. Usually she would have deposited by the 5th of each month. I thought that she did not want to pay the rent because she received an increase. It has passed by so long. So I decided to consult with a third party agency about what to do.

August 24, 2019: The agency notified me that Michelle was served or an adult was served for three days to quit. This is a professional service which I paid for, so I trust that they did their job as they signed the form which is attached here. The agency Lynx Legal Services sent the proof of service to me that they did not serve anyone underage, but rather just posted the notice at a conspicuous place. Her daughter might have been there, but the Server certainly did not serve her.

Sept 8, 2019: I did not ask any worker to come by to do any work. As far as I was aware the repair work was done by summer.

Sept 9, 2019: Michelle was served the 10% increase rent but that was because I did not know that she did not get her increase in rent back in May until October 2019.

Sept 2019: I received only \$1,100 for the rent by not the full amount, so I was told that I could only accept the full amount and not partial amount, so I sent the money back to her.

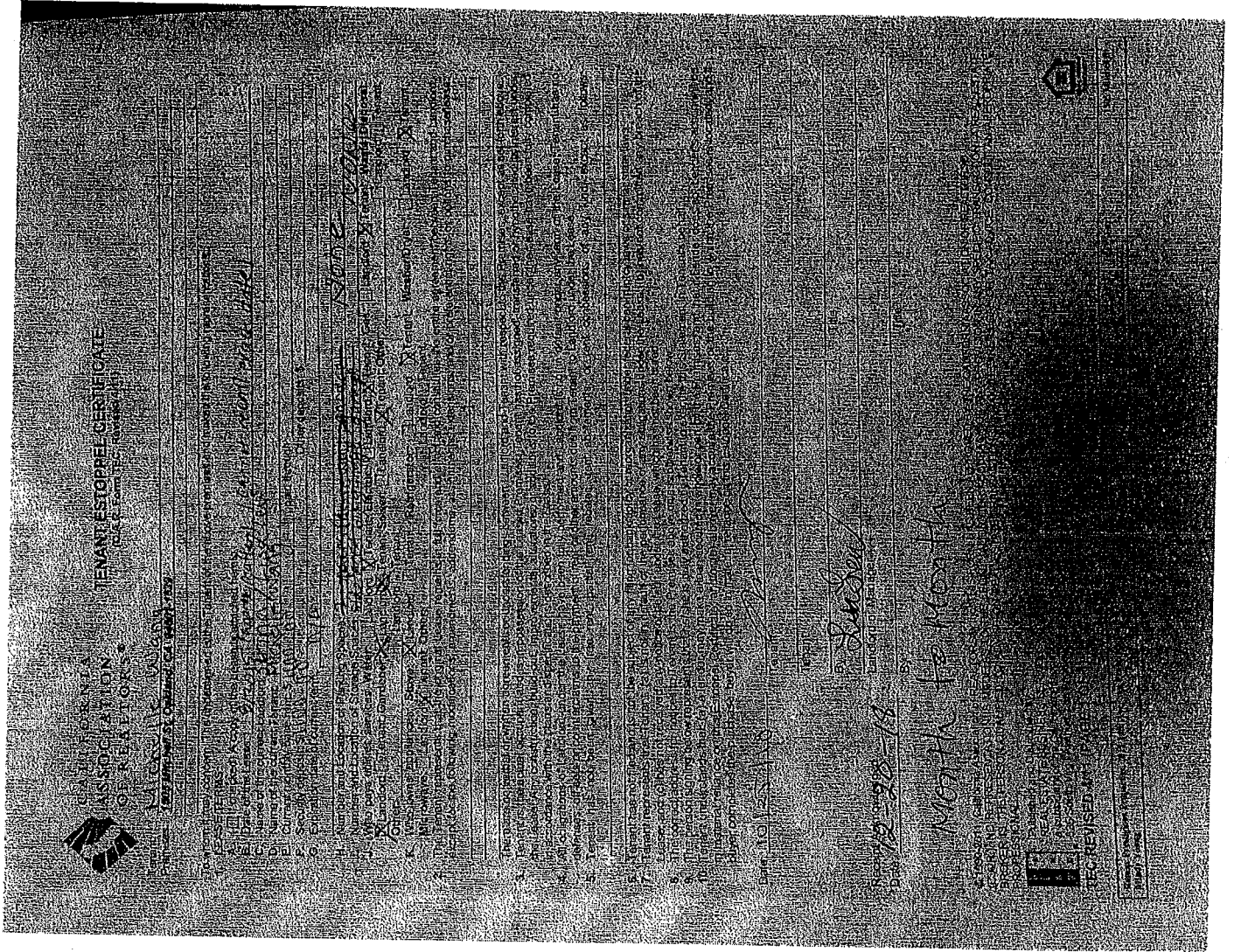
Oct, 2019: Michelle claimed that she sent another \$1,100 to me, but this time I checked my bank account and I did not see that she deposited anything in my account. In fact, I even called my bank, and they told me that they did not receive any deposits to my account from Michelle.


Oct 4, 2019 & Oct 11, 2019: Michelle sent me a screenshot of a deposit form claiming that she paid her rent. Michelle also got a legal representation claiming that she only owed me for September and October rent for \$2,200 altogether. But they didn't mention anything about the August rent that she failed to pay also, and the adjusted amount was not what they understand she owed. I was confused at why Michelle only want to pay \$1,100 when she was supposed to pay \$1,210 per month for her rent, so I asked America if he ever sent the letter out, and he said that he didn't so that cleared up the mystery. I changed the 3 day notice amount. Either way, she still owed me for three months of rent. I realized she never got the increase, so her rent should be \$1,100 per month at the moment.

Oct 14, 2019: Michelle was served with the updated 3 days notice to quit with \$1100 per month which she owed at the time for August, September and October at a total of \$3,300.

Dec 2, 2019: It turned out that I did not increase her rent, so I am not asking her to pay the \$1,210 per month, but until today, I still did not receive any rent for \$5,500 which is what Michelle now owes me and she has been living rent free for five months now: August, September, October, November, and December.

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DocuSigned by:

 12/20/2018
 80971DB1148F43D...

- The garage/spaces outside belong to homeowner.
- Tenant only rent the space inside according to home owner.
- Month to month
- Washer/Dryer inside to tenant rent belong to her, Not owner.

X 

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EXHIBIT 2

Three Day Notice to Pay Rent or Quit Amended for use in Oakland

To: Michelle Wang ("Resident") and
(Name of Resident)

any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises").

PLEASE TAKE NOTICE that you have violated the covenants of your rental agreement with Zheng Yu
the owner of the Premises (hereinafter "Owner/Agent") by not paying your rent for the Premises located at:

1505 Mitchell St (Address) Oakland (City), California 94601 (Zip)
(Unit, if applicable)

THIS IS TO NOTIFY YOU that there is now due unpaid rent in the total sum of \$ 3300 at the rental rate of \$ 1100 per month, enumerated as follows:

- \$ 1100 owed for August 1, 2019 through August 31, 2019
- \$ 1100 owed for September 1, 2019 through September 30, 2019
- \$ 1100 owed for October 1, 2019 through October 31, 2019

WITHIN THREE (3) DAYS after service of this notice, you are required to pay the rent now due and unpaid on the Premises OR to quit the subject Premises, move out, and deliver up possession of the Premises to Owner/Agent.

Your payment should be payable to: Zheng Yu and payments shall be mailed to via personal check, money order, cashier's check or cash to:

Payment shall be mailed to: PO Box 11502
Address San Rafael, CA 94912
City San Rafael State CA Zip 94912
Phone Number 415-521-9176 Days/Hours of operation: mailed any time

This notice is given in good faith with honest intent and with no ulterior motive pursuant to Section 8.22.360.A.1 of Oakland's Just Cause for Eviction Ordinance. That section states that an owner may evict a tenant if: "The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent due and requiring its payment within a period, stated in the notice, of not less than three (3) days. However, this Subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law."

Your failure to pay the amount demanded in full OR vacate the Premises **WITHIN THREE (3) DAYS** as required by this Notice, will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the Premises, and to seek judgment for rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, costs of a lawsuit and possibly attorney fees. Please take notice that an additional award of six hundred dollars (\$600) may be requested against you if you fail to comply with this Notice pursuant to California Code of Civil Procedure Section 1174(b). You are further notified that the undersigned elects to declare the forfeiture of the rental agreement under which you hold possession of the Premises, if you fail to pay the amount of rent demanded above. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. *Penal Code, Section 594 provides that any person who maliciously damages or destroys the property of another is subject to fine and imprisonment.* **THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY OR QUIT AS PROVIDED BY CALIFORNIA LAW**

Information regarding evictions is available from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Adjustment Program office is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, (510) 238-3721, website: www.oaklandnet.com

10/11/2019
Date

Zheng Yu
Owner/Agent



Form provided by the East Bay Rental Housing Association®
www.ebrha.com

Form Three Day Notice to Pay Rent or Quit - Oakland © (2013)



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Roberto Lopez
 3116 16th St. Apt.6
 San Francisco, CA 94103
 (415) 368-1599
 roberto72veliz.wixsite.com/website

Invoice

Bill To:
 America Foy
 1505 Mitchell St.
 Oakland, CA 94601

*Thank
 you! We
 appreciate
 your
 business
 and the
 confidence
 you have
 placed in
 us. Please*

Description	Cost
1. Gate	\$175 + material
2. Landscape	\$350 + Dumping
3. Hood and stove	\$200 + material
4. Thermostat	\$150 + material
5. Fix leaking sink	\$200 +material
6. Clean and add letters to mailbox; Clean washing machine	\$100
Total	\$1,175
Material	\$325 (Available for you to see)
Overall Total	\$1,500

call us if we can be of further assistance



Hello,

This letter is to inform you that the initial notice or notices required for the processing of your case has been served. Once the time indicated on the notice has expired, your unlawful detainer case will be ready to file with the court. After your case is filed, copies of the documents will be served to the occupants of the property. Thanks!

Case Processing Department

Monday through Friday 9:00 am to 1:00 pm

info@lynxlegal.com

888-441-2355 ext. 1

Fax: 925-684-7994

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Proof of Service

I, the undersigned, being at least 18 years of age, served the following documents:

3 Day Notice to Vacate

Michelle Wang

All Other Occupants in Possession

1505 MITCHELL ST, , OAKLAND, CA, 94601.

On, 08/24/2019 I posted the notice in a conspicuous place on the property, after having attempted personal service at the occupants residence, and after having been unable to find there a person of suitable age and discretion. I then mailed additional copies addressed as follows:

Michelle Wang

1505 MITCHELL ST, , OAKLAND, CA, 94601.

All Other Occupants in Possession

1505 MITCHELL ST, , OAKLAND, CA, 94601.

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

08/24/2019

Brentwood, CA

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PROOF OF SERVICE

Case Number T19-0423

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

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

Documents Included

Notice of Settlement Conference and Hearing

Manager

America Foy, Engel & Volkers
582 Castro Street
San Francisco, CA 94114

Owner

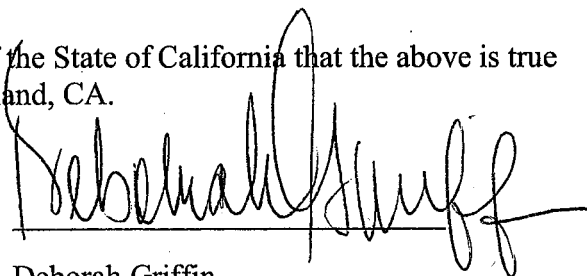
Zheng Yin, aka Betty Yu
PO Box 11502
San Rafael, CA 94912

Tenant

Michelle Wang
1505 Mitchell Street
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 30, 2019** in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

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CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-3691
CA Relay 711

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0423, Wang v. Yin
PROPERTY ADDRESS: 1505 Mitchell St., Oakland, CA
DATE OF DECISION: March 12, 2020

BACKGROUND

On September 10, 2019, the tenant filed a Tenant Petition contesting a single rent increase and alleging code violations, decreased housing services and serious problems with the condition of the rental unit.

On December 11, 2019, the owner filed a timely response which alleged that the subject property was a single family residence and exempt from the Rent Adjustment Ordinance. The owner also submitted a copy a filing of an unlawful detainer complaint currently pending in Alameda County Superior Court.

REASON FOR ADMINISTRATIVE DECISION

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

Pending Lawsuit in Alameda County Superior Court

On October 18, 2019, the owner filed an Unlawful Detainer complaint in Alameda County Superior Court (RG19039651) regarding the parties and the tenancy at the subject property. The Alameda County Superior Court assumed jurisdiction over all issues raised in the Tenant Petition. There are no remaining issues to be decided by the Rent Adjustment Program as all issues raised in the

Tenant Petition will now be addressed by Alameda County Superior Court. Therefore, the tenant petition is hereby dismissed.

ORDER

1. Tenant Petition T19-0423 is dismissed.
2. The hearing set for March 17, 2020, is cancelled.

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: March 12, 2020



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0423

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

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

Documents Included

Administrative Decision

Owner

Zheng Yu
PO Box 11502
San Rafael, CA 94912

Owner Representative

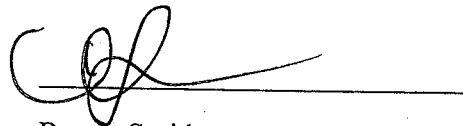
Jill Broadhurst, Big City Group
PO Box 1322
Oakland, CA 94661

Tenant

Michelle Wang
1505 Mitchell Street
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 13, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000186

3/10/2020

Case T19-0423

Wang vs Yin

2020 MAR 10 PM 4:17

Landlord response/additional evidence

Re: 1505 Mitchell Street, Oakland, CA

The landlord requests that this case be dismissed. The tenant has failed to pay rent for over 7 months as the ordinance clearly stipulates is required. Further, the tenant has failed to establish the burden of proof for withholding rent or proving that a service has been taken away allowing for any amount of rent withholding.

All maintenance requests have been completed or are being addressed. There is no justification for consideration of a reduction in services based on the lack of evidence provided by the tenant.

- Property was purchased by Betty Yu on 12/28/2018. It is a single family residence, exempt from the RAP per Costa Hawkins. See Exhibit A, per county records, on structure designation.
- Both business license and RAP fees have been paid and were submitted 1/7/2020 to the RAP office.
- Rent is \$1,100 and has been the same amount since the current owner has taken ownership. The tenant, Michelle Wang, is delinquent in her rent for August, September, October, November, December, January, February, and now March. She currently owes \$7,700, dating back to August 2019. An unlawful detainer has been filed with the courts due to non-payment of rent. Please see Exhibit B.
- Tenant states that online bank receipts prove rent was received by owner. ATM bank receipts which are NOT legitimate proof of deposit of funds should not be considered. The owner has bank statements which demonstrate that NO rent in the amount of \$1,100 has been received from Michelle Wang. Due to the sensitive nature of these documents, they will be presented at the hearing.

NOTE: There was an incorrect amount delivered to the tenant on a 3-day notice back in September 2019, due to a miscommunication between the owner and the property manager. The incorrect amount of \$1,210 was not intended as a rent increase. The correct amount was updated in the October 3-day notice to pay or quit. No rent has ever been paid in the \$1,210 amount or the original \$1,100 amount since July 2019. Both of these 3-day documents have been submitted by the tenant on March 9th.

- Per the estoppel, received by the owner during escrow, the tenant Michelle Wang does NOT have access to the garage. The tenant has not provided a lease to prove otherwise, despite her written testimony. The owner is relying on the document presented during escrow. Please see attached, Exhibit C.
- Mailbox key issue has been resolved, as it was a misunderstanding. The tenant has access to the mailbox.
- Pest control has been out to service the house, based on Michelle Wang's service request. The tenant claims there were bedbugs and fleas. Service providers were called out at 2 different occasions- back in 10/02/2019 and then most recently in 2/26/2020. Neither times could the provider find evidence of said pests. The service provider paperwork will be made available at the hearing.
- Per a text, sent 5/29/2020 from Michelle to Betty, tenant confirms all other repairs were completed.

000187

Exhibit A

County Assessor Display

Property Details for APN 025- -0712-007-00

Property Address:	1505 MITCHELL ST, OAKLAND 94601
Number of Units:	1
Units per Floor:	
Number of Buildings:	1
Number of Stories:	2.0
Number of Rooms:	7
Number of Bedrooms:	3
Number of Bathrooms:	2.0
Building Area:	1,506 sq. ft.
Lot Size:	2,490 sq. ft.
Additions Area:	450 sq. ft.
Miscellaneous Area:	112 sq. ft.
Rentable Space:	
Building Effective Year:	1937
Year Built:	1920
Wall Height:	
Percent Office:	
Land Improvement Ratio:	
Swimming Pool:	
Swimming Pool Year Built:	

Exhibit A

Property Change Date:	1/23/1996	
Building Class:	The construction material is: Wood. The quality of constuction is 5.5 on a scale from 0 to 10 where 10 is the highest. The building shape is: L Shape with Six Corners.	<u>All Codes</u>
Remodel:	Remodel, Type Unknown done in 1951	<u>All Codes</u>
Amenities:		<u>All Codes</u>
Land:		<u>All Codes</u>
Conformity:	Conforms	<u>All Codes</u>
Elevator:	No	
Condo Type:		<u>All Codes</u>
Condition:		<u>All Codes</u>
Parking:	Garage with 1 space(s)	<u>All Codes</u>
View:	Average	<u>All Codes</u>
Slope:	Level	<u>All Codes</u>
Topography:	Level	<u>All Codes</u>
Hazards:		<u>All Codes</u>

[Home](#)

[Enter Assessor Parcel Number](#)

[Assessor Details](#)

[Assessments](#)

Exhibit B



Superior Court of California
County of Alameda

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

Receipt Nbr: 889498
Clerk: tpierce
Date: 10/18/2019

Type	Case Number	Description	Amount
Filing	RG19039651	Complaint Unlawful Detainer	\$240.00

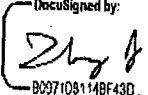
Total Amount Due: \$240.00
Prior Payment:
Current Payment: \$240.00
Balance Due: \$.00
Overage:
Excess Fee:
Change:

Payment Method:
Cash:
Check: \$240.00

000190


Exhibit C

DocuSign Envelope ID: 5A61358B-6165-4295-BB25-ED9D74CACF4D

DocuSigned by:

 12/20/2018
 B097108114BF43D

- The garage/spaces outside belong to homeowner.
- Tenant only rent the space inside according to home owner.
- Month to month
- Washer/Dryer inside tenant unit belong to her, Not owner.

X 


CALIFORNIA ASSOCIATION OF REALTORS®
TENANT ESTOPPEL CERTIFICATE
C.A.R. Form TSC, Revised 4/11

THIS TENANT ESTOPPEL CERTIFICATE IS A STATEMENT OF FACTS AND IS NOT A GUARANTEE OF FACTS.

1. The property is located at 1015 S. GARDEN in the City of LOS ANGELES, California, and is owned by HOMEOWNER.

2. The tenant is HOMEOWNER and the property is being rented to TENANT under a lease agreement dated 12-20-19.

3. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

4. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

5. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

6. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

7. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

8. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

9. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

10. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

11. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

12. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

13. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

14. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

15. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

16. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

17. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

18. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

19. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

20. The tenant is a SOLE PROPRIETOR and the property is being rented to TENANT under a lease agreement dated 12-20-19.

Date: 12-20-19 by HOMEOWNER

Date: 12-20-19 by TENANT

Month to Month

11/20/2018

image_6646160.jpg

Case # T19-0423

I'm here today because I filed a rent petition for loss of services and habitable housing against my landlord Betty Yu/Zheng yin. I decided to file this for a couple of reasons: 1. My landlord believes the garage, driveway and side area of the house attached to my unit belong to her. She has an altered version of the estoppel I filled out when the house went on the market and sold to her. **See #1A Altered estoppel** 2. For the repairs I've requested in May 2019 that haven't been done and for reduced services as I have not had full access to my garage since its been sold and it lost power in April 2019. Third reason: I'm here is because she began serving my daughter and I multiple 3 day notices to quit starting in August for: improper subletting, unpaid rent (rent listed was \$1210). **See #1B 3 day notice to quit or pay**

Our interaction began on Jan 10 2019 She texted me introducing herself as the new owner and we exchanged formalities and I inquired about her plans for the house and the other unit and how she would like her rent deposited to her Citi bank account

- On Jan 11 2019 She messaged me at 9am she was having an inspection done on the house. I asked for access to the heat in the house as it was only accessible from the other unit at the time and I asked for the vents to be split so each unit controlled their own half for heat. I also asked if she could have the house sprayed for bed bugs. **See #1 text date 1/11/19 goes for 2 pages**
- Jan 18 She messaged me to set up a time to meet to discuss me renting out the other unit if I was interested. The rent was higher so I was not interested and then I asked her if I could have the door put back the frame in my daughters room and storage room.
- Jan 19 2019 She text me the amount she was asking for the other unit and I asked if she could move back the appliances from the other unit that were in my garage and asked about the heating situation as I wanted to make sure Id have access to heat before tenants moved in and I had no control over heat. I also asked for the doors to be put back on the frame to my daughters room and the storage room. She asked for photos which I provided. **See #2 text 1/19/19 9:20am goes for 2 pages**
- On Feb 3 2019 2:30 she text me asking if its ok for the handyman to come check the measurements. **See #3 text 2/3/19 2:30pm goes on for two pages**

We haven't had contact for 2 months now.

- April 7 2019 7:05pm I get home from work I came home to see the mail box key was taken and I text her asking about the key since she had two mailboxes installed to a house with only one registered address the mailman only puts mail in the box to the right because that's where the original mail box was. She then told me she had someone come do work on the house and apologized and would bring the key to the mailbox next Friday. **See #4 text 4/7/19 7:05pm**
- On April 8 she texted me at 3:23 that she came by over the weekend and initially thought someone broke in because lights were on and doors were open but realized everything was fine when she saw her handymans tools. It is during this conversation she told me she believed the garage was not part of my rental agreement and belong to the other unit. I explained to her in detail how it is attached to my unit and only accessible from my side and is also in my lease agreement. I attached photos of the

2

appliance from the other unit and some of my belongings in the garage. See #5 text 4/8/19 3:23pm goes for 5 pages

- Thursday April 11 2019 9am I text asking if she was coming by tomorrow so I can get access to my mail as my daughters clipper card was in there and she needed it for school. She didn't respond. See #6 text 4/11/19
- Friday April 12 2019 4:40pm She had told me Friday so when I got home I saw there were no keys so I text "are you dropping off the mail keys today" she said today or tomorrow. See #7 text 4/12/19
- Saturday April 13 7:37pm I get home from work and saw no key was left and my mail wasn't left so I texted and asked where the key was. She told me to contact America Foy as he has sent me an email and will manage her property now. See #8 text 4/13/19
- I checked my email and he introduced himself said he wanted to go over a new lease and attached a copy of the altered estoppel and handwritten note saying the garage driveway belonged to the homeowner/other unit. I emailed back saying how I had been in contact with Betty all week about the mail and referred me to him. I also told him how she asked me about the garage space and courtyard and I told her she was misinformed and that you could clearly see on his attached copy where I wrote it in and it was crossed out and changed. This is the first I'm seeing that the estoppel was altered and I expressed that I should have been made aware of altered documents and when will someone drop off the mail key? See #9 email
- Since it's the weekend I didn't know if he would see my email so I decided to text him so I could get the mail key. We get in a discussion about the estoppel and asked me for proof that the garage and driveway and side areas of the house belong to me. I sent a photo of the original estoppel. See #10 text 8/13/19 8:35pm
- Sunday April 14 2019 America text me to discuss how I could get my mail since we now had two mail boxes to a house that has one address and no unit numbers. He let me know he was going out of his way by performing this task on a Sunday and I am welcome as none of this is his problem. See #11 text 4/14/19
- I felt uncomfortable communicating with America Foy any further and sought legal advice and I sent a repair letter for the things I needed fixed and a harassment letter via certified mail on May 15th and May 16th 2019 See #12 5/15/19 repair letter & harassment letter 5/16/19 repair letter.
- May 27th 2019 she text me that she was having the handyman come by to take care of the things on my list. See #13 text 5/27/19 12:54pm
- May 29th 2019 I saw a thermostat controller was installed and the leak in my kitchen sink was fixed and the landscaper cleaned. I thanked her for the repairs. The other items on my repair letter have yet to be fixed. See #14 text 6:21pm
- Fast forward August 24 2019 my daughter who is a minor and is in the estoppel as living with me was served a 3 day notice to vacate due to unapproved subletting and having access to dwellings that are not part of the rented unit to cause the unauthorized subtenant to vacate. See #1B 3 day notice to quit
- I responded and sent her and America a letter asking them to revoke the notice as it is invalid because I do not have any one living with me and that isn't on my lease and enclosed a copy of the original estoppel as proof. See #16 letter

000193

RECEIVED
CITY OF LAKELAND
RENT ARBITRATION PROGRAM

2020 MAR -9 PM 12:30

I don't really understand what her intentions are because she has continued to serve me 3 day notices since Ive filed this rent petition and has not cashed my rent the past few months has returned payments to me and has filed to evict me. Ideally I would like to continue live here under my original lease agreement that I wrote in the estoppel and have access to my garage driveway and courtyard and have the doors put on its frames and properly fix this house since shes renting it as a 2 units the heating vents and water pg&e should be split as well.

Designated by:
2174
80971DB114BF43D

12/20/2018

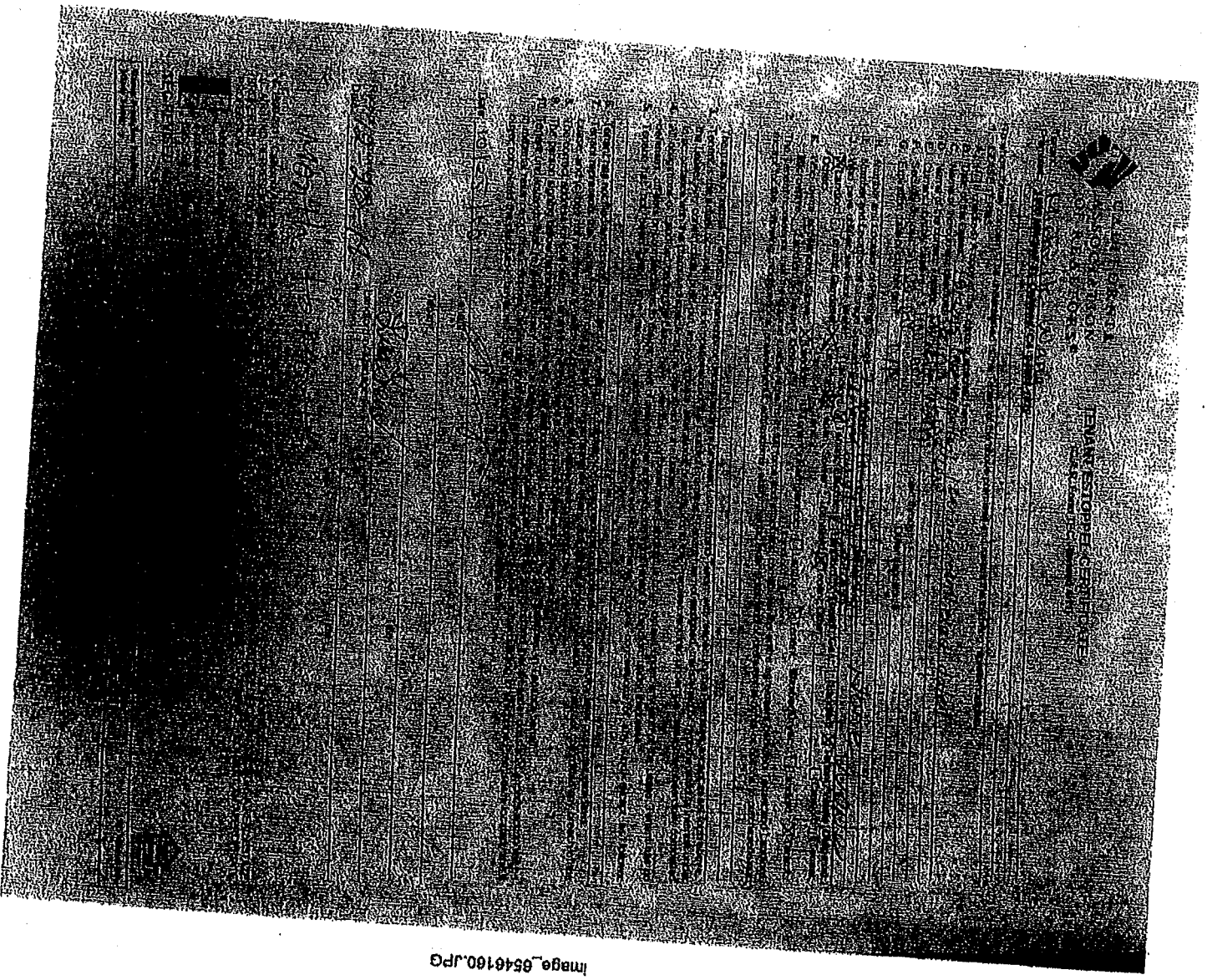
google.com/mail/u/0/?tab=wm#inbox?project=

- The garage / spaces outside belong to homeowner.
- Tenant only rent the space inside according to home owner.
- Month to month
- Washer / Dryer inside tenant rent belong to Rent, Not owner.

X Bun Sen

2020 MAR -9 PM 12:31

ARBITRATION PROGRAM



Image_6546160.JPG

000195

11/20/2018

113

2020 MAR -9 PM 12:31

Three-Day Notice to Quit
(Improper Subletting, Nuisance, Waste, or Illegal Use)

To: Michelle Wang, Tenant(s) in possession of the premises at: 1505 MITCHELL ST,
OAKLAND, County of Alameda, CA, 94601

YOU ARE HEREBY NOTIFIED that you are required within THREE (3) DAYS from
the date of service on you of this notice to vacate and surrender possession of the
premises because you have committed the following nuisance, waste, unlawful use, or
unlawful subletting:

Unapproved subtenants are residing in the rental unit. Tenants have accessed areas of the
dwelling that are not part of the rented area, and refused to vacate that area. Tenants have
refused to cause the unauthorized subtenants to vacate, despite several warnings from the
owner.

YOU ARE FURTHER NOTIFIED THAT if you do not comply with either of the above
the undersigned does hereby elect to declare the forfeiture of your lease or rental
agreement under which you hold possession of the above-described premises and lessor
will institute legal proceedings to recover rent and possession of said premises.

As a result of your having committed the foregoing act(s), the lease or rental agreement
under which you occupy these premises is terminated. If you fail to vacate and surrender
possession of the premises within three days, legal proceedings will be instituted against
you to recover possession of the premises, damages, and court costs.

Pursuant to Oakland Municipal Code Chapter 8.22.360.B.2 codifying the "Just Cause" for
Eviction Ordinance, the landlord asserts in good faith that "the ground of improper subletting" is
the landlord's dominant motive for recovering possession and the landlord acts in good faith in
seeking to recover possession. "Advice regarding the notice terminating tenancy is available
from the Rent Board". The Rent Board is located at 250 Frank J. Ogawa Plaza, Suite 5313,
Oakland CA 94612, telephone (510)238-3015.

Date: 08/22/2019

Betty Yu

Owner/Landlord/Manager: Betty Yu



113

Three Day Notice to Pay Rent or Quit Amended for use in Oakland

To: Michelle Wang

(Name of Resident)

("Resident") and

any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises")

PLEASE TAKE NOTICE that you have violated the covenants of your rental agreement with Zheng Yu the owner of the Premises (hereinafter "Owner/Agent") by not paying your rent for the Premises located at:

1505 Mitchell St

(Address)

(Unit, if applicable)

Oakland

(City)

California 94601

(Zip)

THIS IS TO NOTIFY YOU that there is now due unpaid rent in the total sum of \$ 2,420 at the rental rate of \$ 1,210 per month, enumerated as follows:

\$ 1210

owed for August 1, 2019

through August 31, 2019

\$ 1210

owed for September 1, 2019

through September 30, 2019

\$ _____

owed for _____

through _____

WITHIN THREE (3) DAYS after service of this notice, you are required to pay the rent now due and unpaid on the Premises OR to quit the subject Premises, move out, and deliver up possession of the Premises to Owner/Agent.

Your payment should be payable to: Zheng Yu and payments shall be delivered via personal check, money order, cashier's check or cash to:

Payment shall be delivered to:

PO Box 11502

Address

San Rafael

City

CA

State

94912

Zip

Phone Number 415-521-9176

Days/Hours of operation: _____

This notice is given in good faith with honest intent and with no ulterior motive pursuant to Section 8.22.360.A.1 of Oakland's Just Cause for Eviction Ordinance. That section states that an owner may evict a tenant if: "The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent due and requiring its payment within a period, stated in the notice, of not less than three (3) days. However, this Subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law."

Your failure to pay the amount demanded in full OR vacate the Premises **WITHIN THREE (3) DAYS** as required by this Notice, will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the Premises, and to seek judgment for rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, costs of a lawsuit and possibly attorney fees. Please take notice that an additional award of six hundred dollars (\$600) may be requested against you if you fail to comply with this Notice pursuant to California Code of Civil Procedure Section 1174(b). You are further notified that the undersigned elects to declare the forfeiture of the rental agreement under which you hold possession of the Premises, if you fail to pay the amount of rent demanded above. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. *Penal Code, Section 594 provides that any person who maliciously damages or destroys the property of another is subject to fine and imprisonment.* **THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY OR QUIT AS PROVIDED BY CALIFORNIA LAW**

Information regarding evictions is available from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Adjustment Program office is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, (510) 238-3721, website: www.oaklandnet.com

3/2019

ate

Zheng Yu

Owner/Agent



Form provided by the East Bay Rental Housing Association®
www.ebrha.com

Form Three Day Notice to Pay Rent or Quit - Oakland © (2013)



Three Day Notice to Pay Rent or Quit Amended for use in Oakland

To: Michelle Wang

(Name of Resident)

RECEIVED
COMMUNITY DEVELOPMENT
DEPARTMENT
2022 MAR 9 PM 12:31
(Resident) and

any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises").

PLEASE TAKE NOTICE that you have violated the covenants of your rental agreement with Zheng Yu the owner of the Premises (hereinafter "Owner/Agent") by not paying your rent for the Premises located at:

1505 Mitchell St Oakland, California 94601
(Address) (Unit, if applicable) (City) (Zip)

THIS IS TO NOTIFY YOU that there is now due unpaid rent in the total sum of ~~\$2,530~~ \$3630 ^{Z.Y.} at the rental rate of \$ 1,210 per month, enumerated as follows:

- \$ 1210 owed for August 1, 2019 through August 31, 2019
- \$ 1210 owed for September 1, 2019 through September 30, 2019
- \$ 110 1210 ^{Z.Y.} owed for October 1, 2019 through October 31, 2019

WITHIN THREE (3) DAYS after service of this notice, you are required to pay the rent now due and unpaid on the Premises OR to quit the subject Premises, move out, and deliver up possession of the Premises to Owner/Agent.

Your payment should be payable to: Zheng Yu and payments shall be delivered via personal check, money order, cashier's check or cash to:

Payment shall be delivered to: PO Box 11502
Address San Rafael, CA 94912
City San Rafael State CA Zip 94912
Phone Number 415-521-9176 Days/Hours of operation: _____

This notice is given in good faith with honest intent and with no ulterior motive pursuant to Section 8.22.360.A.1 of Oakland's Just Cause for Eviction Ordinance. That section states that an owner may evict a tenant if: "The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent due and requiring its payment within a period, stated in the notice, of not less than three (3) days. However, this Subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law."

Your failure to pay the amount demanded in full OR vacate the Premises **WITHIN THREE (3) DAYS** as required by this Notice, will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the Premises, and to seek judgment for rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, costs of a lawsuit and possibly attorney fees. Please take notice that an additional award of six hundred dollars (\$600) may be requested against you if you fail to comply with this Notice pursuant to California Code of Civil Procedure Section 1174(b). You are further notified that the undersigned elects to declare the forfeiture of the rental agreement under which you hold possession of the Premises, if you fail to pay the amount of rent demanded above. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. *Penal Code, Section 594 provides that any person who maliciously damages or destroys the property of another is subject to fine and Imprisonment.* **THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY OR QUIT AS PROVIDED BY CALIFORNIA LAW**

Information regarding evictions is available from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Adjustment Program office is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, (510) 238-3721, website: www.oaklandnet.com

10/7/2019 Date Zheng Yu Owner/Agent



113

Three Day Notice to Pay Rent or Quit Amended for use in Oakland

To: Michelle Wang ("Resident") and
(Name of Resident)

any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises").

PLEASE TAKE NOTICE that you have violated the covenants of your rental agreement with Zheng Yu, the owner of the Premises (hereinafter "Owner/Agent") by not paying your rent for the Premises located at:

1505 Mitchell St (Address) Oakland (Unit, if applicable) (City), California 94601 (Zip)

THIS IS TO NOTIFY YOU that there is now due unpaid rent in the total sum of \$ 3300 at the rental rate of \$ 1100 per month, enumerated as follows:

- \$ 1100 owed for August 1, 2019 through August 31, 2019
- \$ 1100 owed for September 1, 2019 through September 30, 2019
- \$ 1100 owed for October 1, 2019 through October 31, 2019

WITHIN THREE (3) DAYS after service of this notice, you are required to pay the rent now due and unpaid on the Premises OR to quit the subject Premises, move out, and deliver up possession of the Premises to Owner/Agent.

Your payment should be payable to: Zheng Yu and payments shall be mailed to via personal check, money order, cashier's check or cash to:

Payment shall be mailed to: PO Box 11502
Address San Rafael, CA 94912
City San Rafael State CA Zip 94912
Phone Number 415-521-9176 Days/Hours of operation: mailed any time

This notice is given in good faith with honest intent and with no ulterior motive pursuant to Section 8.22.360.A.1 of Oakland's Just Cause for Eviction Ordinance. That section states that an owner may evict a tenant if: "The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent due and requiring its payment within a period, stated in the notice, of not less than three (3) days. However, this Subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law."

Your failure to pay the amount demanded in full OR vacate the Premises **WITHIN THREE (3) DAYS** as required by this Notice, will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the Premises, and to seek judgment for rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, costs of a lawsuit and possibly attorney fees. Please take notice that an additional award of six hundred dollars (\$600) may be requested against you if you fail to comply with this Notice pursuant to California Code of Civil Procedure Section 1174(b). You are further notified that the undersigned elects to declare the forfeiture of the rental agreement under which you hold possession of the Premises, if you fail to pay the amount of rent demanded above. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. *Penal Code, Section 594 provides that any person who maliciously damages or destroys the property of another is subject to fine and imprisonment.* **THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY OR QUIT AS PROVIDED BY CALIFORNIA LAW**

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10/11/2019
Date

Zheng Yu
Owner/Agent



Current Homeowner / Landlord
Bess

iMessage with +1 (415) 521-9176
1/10/19, 5:59 PM

Hi Mischelle, my name is Bess (zhengyin). I'm the new owner of the current place that you are renting at the moment. We met that day at the showing. I would like to exchange contact information with you and setup the rental arrangement at your earliest convenience for the month to month rent. Thank you, and I look forward to hearing back from you.

2020 MAR -9 PM 12:33
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

[Redacted]

[Redacted]

Yes, that would be great. I'll send you my account info in a moment if that works for you as well.

Or I can drop by to say hi this Sunday and pick up the check then.

[Redacted]

[Redacted]

[Redacted]

Just the same amount that you have been paying for January would be fine.

Sounds great.

[Redacted]

Not sure yet.

[Redacted]

I'm not planning on it. I would just like to meet you and figure out the rent setup that's all.

Don't worry. I just got this property and I am simply

getting everything together.

I'm asking because I would like the option to move over to the other side if you decide you'd like to rent it. It's a better layout for my daughter and I'd like her to have a normal sized room with a door now that she's bigger. Like you said you've just acquired the property so I understand and can wait till things settle and see what you decide. I will wait for your account detail.

2019/1/11 3:33

Citi: routing: 321171184
Account: 42010522102

I see, we can explore that later when I'm more settled with things. For now, I'd like to take things one step at a time.

I don't use Venmo at the moment.

1/11/19, 9:02 AM #1

Hi Mischelle, I got insurance for the house and AAA wants to look at the property today for a go through. Is that possible?

Actually, it's all good. They don't need to.

... We have it all ready to go.

Yes, I have them all but I want to give you a heads up in case they need to see the one bedroom and that you are ok with it.

1/11/19, 7:20 PM #1

... I'll be coming back.

We can discuss when we meet. I'm following the inspections results and I will seek expert advice.

Ok, would it be possible to have a thermostat installed in my unit? The controller is in the other unit and I don't have access to it. She put the house on the market, but it heats the entire house not just my half, so is it possible to have something put in so I can control heat for my half? It's costly for me to heat the whole house.

Have you had the heat ducts for an inspection done they never came. Don't know if you want to set that up, as well if you there hasn't already been a gas inspection.

If you need me to set that up because I don't have an account let me know.

I will look into it and let you know.

Is it possible for you to deposit the rent in the account I sent you by Tuesday next week? Typically speaking, rent should be deposited by 1st of each month but for this month, it's an exception due to the ownership exchange. I thank you for your cooperation in advance.

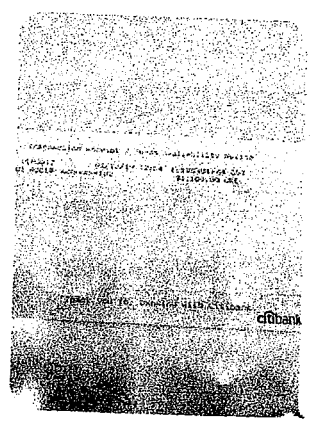
1/12/19, 4:01 PM

[Redacted]

1/12/19, 5:02 PM

I just have account for direct deposit.

1/15/19, 12:05 PM



Thank you Mischelle. I have received it.

1/18/19, 5:49 PM

Hey Mischelle, are you available to meet tomorrow sometime around 3 or 3:30pm?

What time?

How about Monday?

It's about the other unit

And Sunday?

Tomorrow morning may work. Let me confirm with you later tonight.

If you're still interested to rent the 2 bedroom apartment.

The main house that is

No it's got 2 bedrooms, bigger space and 2 floors

1/19/19, 9:20 AM

2300

RECEIVED
CITY OF OAKLAND
COMMUNICATIONS SECTION

2019 MAR -9 PM 12:34

2

And did you find out about the hearing, or if you need access to the meter and when you find tenants for that unit, will they have access anywhere. And they control the meter to the whole house.

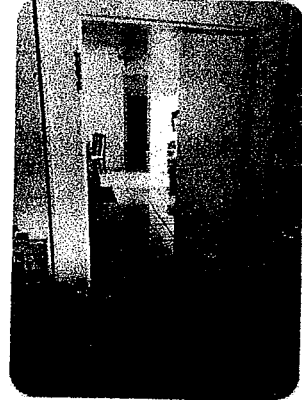
1/19/19, 11:32 AM

2020 MAR -9 PM 12:34

PROPERTY MANAGEMENT
COMMUNICATION FROM

I can look into these items.

Can you please specify by what you mean by door to a room on your side?



And did you find out about the hearing, or if you need access to the meter and when you find tenants for that unit, will they have access anywhere. And they control the meter to the whole house.

1/25/19 11:40 AM

Hi Mischelle, I'm planning to come over this weekend to get some measurements for the doors and take a look at the heating system. I would also like to have a month to month agreement with you since the previous one was with the previous home owner. Will you be available? Happy Friday!

I'm not raising your rent or anything so don't worry.

1/25/19, 6:00 PM

[Redacted text]

[Redacted text]

I'll try.

1/26/19, 11:33 AM

[Redacted text]

Hi Mischelle, I thank you very much. I'm planning to come over in the afternoon. Is it ok if I forward the agreement to your email later next week? I want to get the measurements first and take a look at the heating and so on. Thank you.

Could you please send me your email address when you get a chance?

1/26/19, 5:14 PM

[Redacted text]

Something came up. I'll be there sometime tomorrow instead.

2/3/19, 2:30 PM

#3

Hey Mischelle is it ok for the handyman to come

2020 MAR -9 PM 12:35

PROPERTY OF
CITY OF BOSTON
COMMUNICATIONS DEPARTMENT

Hey Mischelle, is it OK for the handyman to come this afternoon to check out the measurements?

Thank you.

2/8/19, 9:52 AM

Hey Mischelle, for some reason I cannot find the check you gave me in my bag. Do you mind to deposit the check into the bank account I provided earlier? I apologize for any inconvenience this may cause you. Thank you.

2/8/19, 4:01 PM

2/8/19, 5:16 PM

Thank you

2/11/19, 11:38 AM

I thank you very much Mischelle.

2/11/19, 3:15 PM

Hi Mischelle, could you please provide me your full name for the rental agreement? Thank you.

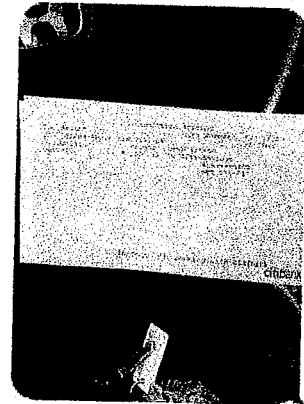
Thank you so much.

4/6/19, 11:23 AM

Hey Michelle, the sewer lateral needs to be done. Is it ok for the worker to go check the bathroom?

2020 MAR -9 PM 12:34

NOV 11 2019
CITY OF HOUSTON
CENTRAL ARCHIVE DIVISION



000206

Never mind

He doesn't need access after all.

4/7/19, 7:05 PM

4

2020 APR 9 PM 3:34

NY STATE
JIN AMIFICATION

[Redacted text]

I hired a worker to help do some work on the house including some of the items that you have asked me to help with. I apologize for that. I only saw mail in the mail box on your side, so didn't think that they delivered anything to the other mailbox. I will get the key to you next Friday.

[Redacted text]

Yes I was checking to see if there was any mail for me and there was a marketing mail in my name in just that one mailbox but I didn't see anything else in the other mail box. It's alright, I will bring the other mailbox key back next week.

[Redacted text]

[Redacted text]

[Redacted text]

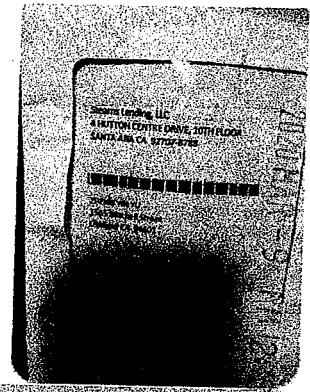
My mail?

[Redacted text]

[Redacted text]

Please don't throw away everything. Feel free to throw away junk mail. Thank you.

[Redacted text]



[Redacted text]

I wanted to let you know that a worker will coming over in the week or two to do the sewer lateral. I'm not sure if they need access to inside of the house, but if they do, could you please let them i

*in

Kk thank you Michelle.

[Redacted text]

Yes of course.

I'll let you know as soon as I find out.

[Redacted text]

I will be there if they need access to the house.

Kk thank you.

[Redacted text]

4/8/19, 3:23 PM

45

Hi Michelle, when I was at my house on this past Saturday, I also noticed a few security issues and I am worried about you and your daughter's safety. I found the lock at the gate between the garage and the court yard close to the unit that you and your daughter is living in, the garage side door was wide open, the 2 bedroom unit door was open, the lights were on and the toilet fan was on. At first, I thought there might have been a break in. But then I saw my

handyman's tools on the ground and nothing seems to be missing. Do you know what happened?

2024 MAR 23 11:00 AM
JUNI ARRESTATION REPORT

There was a lot of traffic so we get lots of weirdos and prostitutes and just shady people doing what they do. I am aware about the side gate not being latched. Last month the handy man is the one who told me the side gate latch was never properly installed so that's why there no lock on it, he took it off and put it on the side. He randomly is over working in the other unit so I never know when he is at the house. As for the fan being on maybe he used the bathroom. I go there to turn the heat off and on. Yes I know there's a security issue but I figured he'll get around to it when he's done with that unit. I noticed the garbage can I used to block off the walkway behind the house was moved. People tend to go behind the house and drink so maybe you will want to put something up eventually. I don't really know how they get back there. I think they come from between the neighbors house or the apt behind us. I been living here a while now so I've gotten use to it"

It's actually not that bad this year so far. It's usually the neighbors that cause issues.

The house on the left is a rental house and the change tenants every 6 months a year and if this house has problems it's because of those tenants. But the people who moved in a few months ago are quiet.

They use to have bad tenants that would use our garbage bin and leave trash in front of our house. They did drugs and always had groups of random people coming in and out of the house. There was an altercation once and some gunshots. The house to the right was a grow house. they're renovating it to rent out now tho I hear.

I'm sorry to hear about that. I was not aware of any of this when I bought the house. When you said people are hanging out in the back of the house, do you mean the side yard close to you or close to the 2 bedroom or the back of the house or everywhere? Do you know what prompted Chris to break the lock? I didn't ask him to do anything to the gate. And did he also open the garage door? Are there anything in

000209

there belonging to the previous owner?

2020 MAR -9 PM 18

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
SUPERIOR COURT

...witnessed it myself but my friend who she was
...on that unit would text me while I'm at work
...cuz she's home with her two babies cuz she's
...scared cuz she can't hear someone back there

...walkway to all the cars in the garage was
...wide way all

...so when her husband came home he checked and
...there was bunch of beer bottles and needles so he
...cleaned it up and we told the landlord who told me
...she was going to put up a door or gate so that
...walkway wasn't open to my side but she never did

...later I think the person who broke the lock he called
...me over one day to show me that the latch wasn't
...attached. I didn't even know it wasn't and that it
...wasn't locked anymore till he showed me

...getting into the house door the other day and
...gotten up to his door way I just got home from work
...I knocked him in the garage cuz the door was partly
...open

Do you know why he would do that and who asked
him to do that?

...The other doors are from the other unit. I remember
...in my garage somehow that the house was on the
...market and she was still back

...My son was sick so we had to run the house over over
...several days to take care of her for the door and
...uncles also when he told me about the side gate and
...haven't been to home since

I thank you so much for letting me know all this. I am
just bombarded by all this that's all. I don't know
what is happening to my own house. It's very
worrisome. I just hope that you and your daughter
are ok.

...I can't believe what's happening and who
...you and his makes a big difference. I don't want

2020 MAR -9 PM12:34

[REDACTED] to tell you all kinds of negative stuff when you just bought it. These issues have been here before you so you should feel bad.

[REDACTED]

[REDACTED] This year we have a better relationship and on the side of the house do that here.

[REDACTED] I think I have a better solution want me to be the side of the house all we right out a note on an offer solution.

Yes please. Thank you.

The appliance that you mentioned, are they the washers and dryers outside of the 2 bedroom?

[REDACTED] It's the one in the garage. It's the one in the garage. It's the one in the garage.

So maybe he was trying to put the one in there. The garage is part of the 2 bedroom I believe, right?

[REDACTED] No the garage is mine.

[REDACTED] The one side of the house.

[REDACTED] I don't know if it's the one in the garage or the one in the bedroom. I don't know if it's the one in the garage or the one in the bedroom. I don't know if it's the one in the garage or the one in the bedroom.

[REDACTED] I don't know if it's the one in the garage or the one in the bedroom. I don't know if it's the one in the garage or the one in the bedroom. I don't know if it's the one in the garage or the one in the bedroom.

I could be wrong but I believe the garage is not a part of the one bedroom in your previous rental agreement.

[REDACTED] I don't know if it's the one in the garage or the one in the bedroom. I don't know if it's the one in the garage or the one in the bedroom. I don't know if it's the one in the garage or the one in the bedroom.

2020 MAR -9 PM12:34

for a week when I was asked to move in.

My side is smaller and had a porch and the
stairs lead to the driveway. It was a small unit
so that's what I got for not getting two normal rooms.
And I paid the same rent what she paid.

My side has a way smaller bathroom
smaller but more homey looking floor plan. They
get 2 normal rooms and a bit.

Each side has its plus and minus.



The appliances on the shelf and stove and wood is
in the. It came from the other unit when the y did
open house and I guess the landlord decided to not
finish her job.

Looks like someone used one of my bins to stand on
when they were doing something with the garage.
All the bins are mine. I'm pretty sure I wrote I have
the garage and courtyard for storage. It's accessible
from my end only. the 2 story side has their own
courtyard thru the kitchen and they have their
washer dryer hookup out there and their side
doesn't open up to the back of the house like mine
does.
so it doesn't make sense for them to have what's
connects to my side.

If they did then my side had really was no privacy as
she already doesn't have a door or window blinds.

4/11/19, 9:02 AM

My side has a small normal looking kitchen. I got to have
my daughter's clothes and is in the mail and we need
to communicate.

#6

~~###~~ #7

4/12/19, 4:41 PM

[Redacted]

Either today or tomorrow

4/13/19, 7:37 PM

[Redacted]

#8

Please contact America Foy. He has sent you an email. He will manage my property for now. The rent will still go to me. Thank you.

[Redacted]

Delivered

Yes

2020 MAR 9 PM 12:35

9



Michelle Wang <michelledwang.72@gmail.com>

1505 Mitchell

4 messages

America Foy <americafoy@gmail.com>

Sat, Apr 13, 2019 at 3:38 PM

To: "Bess268@gmail.com" <bess268@gmail.com>, michelledwang72@gmail.com

Hi Michelle,

Ms. Yu has engaged me to manage 1505 Mitchell for her. I would like to introduce myself and let you know if you have any questions to please contact me directly.

My information is as follows:

America Foy, americafoy@gmail.com, 415-559-3309

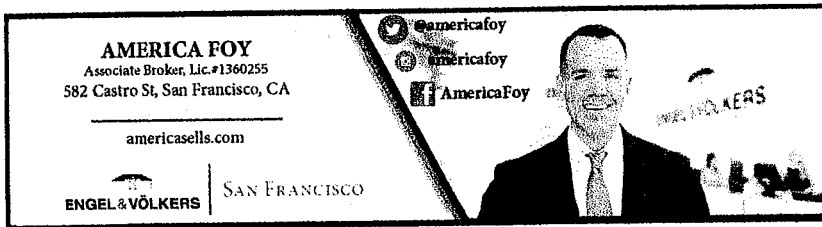
I'd like to meet with you to go over your current agreement--the one you had with your last landlord--and craft a new agreement.

I've attached the agreement from your last landlord to this email.

You will continue to pay rent to Ms. Yu per your current agreement.

Looking forward to hearing from you and meeting you soon.

Best regards,
America



415.559.3309 text
415.872.7729 office

2020 MAR -9 PM 12:30
RECEIVED
COMMUNICATIONS
SECTION

Sender notified by
Mailtrack

1505 Tenant Estoppel.pdf
668K

Michelle Wang <michelledwang.72@gmail.com>
To: America Foy <americafoy@gmail.com>

Sat, Apr 13, 2019 at 8:14 PM

000214

3/7/20, 4:18 PM

Property Manager
America Foy

10

iMessage with +1 (415) 559-3309
4/13/19, 8:35 PM

Hi, this is the tenant for the day with the
key to your unit. Please you don't work on
weekends I'm reaching out I've been waiting for the
mailbox key for a week. She's been giving me
different days that she's going to come by. Last I
heard she said Friday or Saturday. I told her I
needed it by Sunday and she said she would come
and I checked around 7pm she didn't come I text her
and she told me to contact you. I saw the copy of
the estoppel and I noticed someone altered the
document and wrote in that garage and side space
and driveway belong to the owner not me. That not
what I wrote so it should not have been changed.
That was done without my knowledge, and if there's
was a disagreement the owner and real estate agent
should have went over the document with me rather
than making changes after I signed it. Do I need to
contact the old owner and tenant to provide proof
and verify what is included in my rent and unit? Let
me know at your earliest convenience.
Thank you

Hi, I can drop a mail key to you tomorrow. Yes, you
will need to contact the last landlord for them to
confirm that the garage is included in your rent

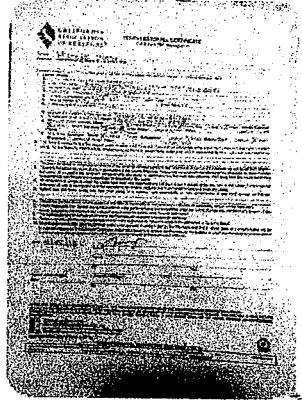
Thanks

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2020 MAR - 9 PM 12:42

AND ACORN RAIN FOUNTAIN

000216

No, for some reason they were very clear about not including the garage in your portion, if they made a mistake I need them to address it with both of us— I'll be around tomorrow afternoon about 3pm. Will you be available?

2020 MAR -9 PM 12:42

CITY OF SAN ANTONIO
ADMINISTRATIVE CENTER

Yes, I'll see you tomorrow and we can figure out how to get into contact with her.

Sorry it's late and I usually don't work past 6—can we pick this up tomorrow sometime?

4/14/19, 12:07 PM

10

Hi there, I don't have keys to the house until tomorrow. I can drop your mail key then

You are not there today?

Is the mailbox outside of the house?

Ok

I'm not understanding why if i drop a key in the

000217

mailbox you'll be able to get it out if it's locked

[REDACTED]

2003 MAR -9 PM 12:42

I'm headed there today and will text when I get there

[REDACTED]

I'll be back tomorrow with a set of keys to the house
—I'll leave you a copy of the key to your mailbox—
please make sure to leave them both in the entry

I'll clean out the other mailbox and anything
addressed to you will be left for you

[REDACTED]

You get mail in one box correct?

I'm not allowed to let you have both keys

[REDACTED]

[REDACTED]

Yes and?

[REDACTED]

You have keys to one of those boxes?

[REDACTED]

I suggest you label the boxes to stop the confusion with the mailman

[REDACTED]

Ok, but also label your side so the mailman knows— I'll pull mail out of the box on the right and out it into your box today

[REDACTED]

Delivered

Also I'm going out of my way to do this for you on a Sunday—so your kid can get to school tomorrow

You're welcome

None of this is my problem and we can either have a friendly relationship or we can have a straightforward business relationship

Let's try to keep it friendly

2020 MAR - 9 PM 12:42

UNIT INFORMATION

000219

May 15, 2019

Zhengyin/America Foy
582 Castro St
San Francisco, CA 94114

Re: Repairs at 1505 Mitchell St Oakland CA 94601

Dear Zhengyin/ America Foy:

I have been a tenant at 1505 Mitchell St Oakland CA 94601 since Sept 2015.

I am writing to let you know about a repair that needs to be done to my unit. I spoke to you in January 2019 about the repairs and they haven't been completed. As of today the following repair needs to be completed:

1. Door installation for the storage room in the bathroom
2. Door installation for the small room
3. Access and power has been cut off to the garage since April 2019
4. Thermostat installation needed for my unit so I can access central heating in the house.
5. Lock on side gate needs to be replaced. (Zhengyin notified me on April 8th the lock had been broken off and that our security is at risk, but no repairs have been made.)
6. The landscaping in front needs gardening (Owners responsibility as listed in the Estoppel)

It is your responsibility under the California Civil Code Section 1941.1 ("Warranty of Habitability") to take care of the above-mentioned repairs. Continuing to fail to address these issues or addressing them without exercising due diligence is a violation of Oakland's Tenants Protection Ordinance O.M.C. 08.22.640. Please respond to this letter in writing within 5 days to let me know when and how you plan to complete these repairs.

Also, please be advise that California Civil Code Section 1942.5 prohibits you from retaliating against me for having exercised my legal right to request repairs.

Thank you for attention to this matter.

Sincerely,


Michelle Wang

RECEIVED
CITY OF OAKLAND
DEPT. OF PUBLIC WORKS
2019 MAR -9 PM 12:45

000220

11:55



Bess New Owner

Tue, Apr 30, 11:41 AM

Hi Michelle, there will be workers coming to the house mostly outside of the house for sewer lateral today and tomorrow most of the days these two days. Thank you for your cooperation.

Wed, May 1, 11:22 AM

Hi Michelle, just to let you know that the sewer lateral workers will be there one more day tomorrow as well. Thank you for your cooperation and support.

Wed, May 1, 11:11 AM

The worker told me that the work may take them longer to complete so they maybe there until Friday as well.



Sat, May 12, 11:11 AM

Hey Michelle, the worker told me that he will be there on Monday 5/13 most of the day. He asks to please not flush the toilets from



RECEIVED
CITY OF GAITHERSBURG
CITY ADMINISTRATION
2020 MAR -9 PM 12:30

11:55



Bess New Owner

Sat, May 11 12:22 PM

Hey Michelle, the worker told me that he will be there on Monday 5/13 most of the day. He asks to please not flush the toilets from 8:30am-4pm.

Fri, May 16 4:00 PM

Hello, I know you told me to contact your property manager but I have a leaking pipe under the sink came home to water pooled on the kitchen floor and I cleaned up the mess. Do you want me to contact your property manager for a repair request. I'm only reaching out to you first because I don't know if you consider it "urgent"

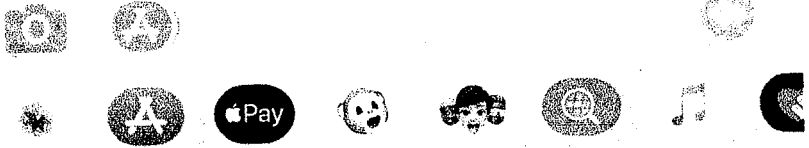
Sent as Text Message

Actually I'll contact him since that's the appropriate procedure. Sorry to bother you.

Sent as Text Message

Hi Michelle, yes please contact America first. If he is unavailable, then let me know. Thank you.

Mon, May 21 10:00 AM

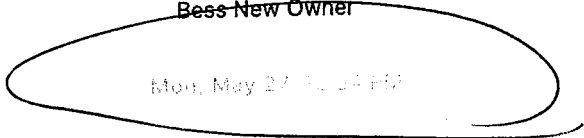


2020 MAR -9 PM 12:31
COMMUNICATIONS SECTION
CITY OF LOS ANGELES

11:55



Bess New Owner



#13

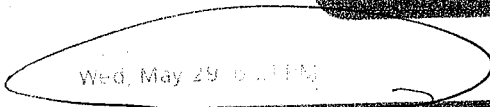
Mon, May 27, 12:24 PM

Hi Michelle, the handyman worker will be at the house fixing the items on your list tomorrow. He should be there the whole day and maybe another day if needed. Thank you, Zheng.

He may need to gain access to your unit in order to fix those items while he is there. If that is an issue, please let me know at your earliest convenience. Thank you.

Mon, May 27, 12:24 PM

Ok thank you



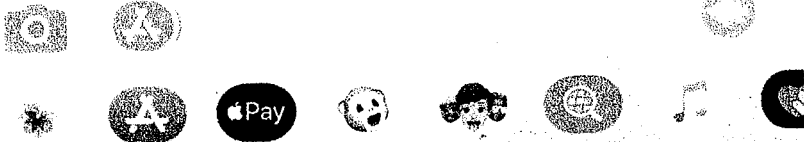
#14

Wed, May 29, 6:11 PM

My sink is fixed. Thank you for the thermostat installation. The gardener did a good job as well. I appreciate it.

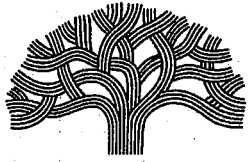
Wed, May 29, 6:11 PM

Good to know Michelle. Thank you for your feedback. I'm glad that everything is coming together in my house too. The worker told me that Tomorrow he will be there to put



2020 MAR -9 PM 12:31

STATE OF CALIFORNIA
CITY OF LOS ANGELES
GENERAL AUDITOR



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

JUN 16 2020

**RENT ADJUSTMENT APPEAL
OAKLAND**

Appellant's Name Michelle Wang		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1505 Mitchell Street, Oakland, CA 94601			
Appellant's Mailing Address (For receipt of notices) 1505 Mitchell Street Oakland, CA 94601		Case Number T19-0423	
		Date of Decision appealed March 12, 2020	
Name of Representative (if any) Lynn H. Phan, Esq.		Representative's Mailing Address (For notices) API Legal Outreach 310 8th Street #308 Oakland, CA 94607	

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

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

For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1.

• 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 June 15, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Betty Yu/Zheng Yin
<u>Address</u>	PO Box 11502
<u>City, State Zip</u>	San Rafael, CA 94912
<u>Name</u>	America Foy, Engel & Volkers
<u>Address</u>	582 Castro Street
<u>City, State Zip</u>	San Francisco, CA 94114

<i>Lynn H. Phan</i>	June 15, 2020
---------------------	---------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

ASIAN PACIFIC ISLANDER LEGAL OUTREACH

Oakland Rent Adjustment Program – APPEAL T19-0423 – Wang v. Zu

e. The decision is not supported by substantial evidence.

Tenant Petition was filed on September 10, 2019. The grounds for petition were:

- (d) No written notice of Rent Program was given
- (e) The property owner did not give the required “Notice of Rent Adjustment Program”
- (f) The rent increase notice was not given in compliance with State law
- (h) There is a current health, safety, fire, or building code violation in the unit
- (i) The owner is providing fewer housing services that tenant received previously

Tenant provided that she never received a RAP notice for an increase in rent, nor had she received the required “Notice of Rent Adjustment Program.” Tenant also provided that there were code violations on the property, with evidence backed up by Oakland’s Code Enforcement office. In addition, Tenant has been provided fewer housing services than before, mainly use of the garage, which was allowed under the previous owner.

Owner argued in her response on December 11, 2019 that the unit is a single family home and exempt under Costa Hawkins. However, the house was and continues to be split into two units. Tenant has lived on the property since 2015. Owner bought the property in 2018 knowing that there are two units on the property, as noted on all online listings for the house. Owner cannot claim that the two units are a single family home. In addition, Owner’s argument here does not fall under her Unlawful Detainer filing as that claim is about non-payment of rent and does not address Tenant’s RAP claims of illegal rent increase and decreased housing services.

f. Tenant was denied a sufficient opportunity to present her claim

The Rent Adjustment Administrative Decision on March 12, 2020 took away Tenant’s opportunity to present her claims. Owner filed the UD for non-payment of rent in retaliation for Tenant’s petition and for calling Code Enforcement. This means that Alameda County Superior Court would not hear all the other issues raised by Tenant in her RAP Petition. Furthermore, Owner has never set a date for trial to even move this case forward. Now, with Covid-19 restrictions in place and a backed up court calendar, the end is nowhere in sight as Tenant continues having to deal with a stressful housing situation. Without the RAP Hearing she requested, nor a court date set so that she can defend herself, Tenant’s rights are being infringed upon. In the interest of justice, Tenant should be allowed to have her RAP claims heard before a decision is rendered.

CHRONOLOGICAL CASE REPORT

Case Nos.: L18-0127

Case Name: Pelly v. Tenants

Property Address: 3424 64th Avenue Place, Oakland, CA

Parties: Millsmont Properties, LLC (Property Owner)
Steven Pelly, (Property Owner Representative)
Beatriz Torress, (Tenant)
Marian McNairy, (Tenant)
Randolph Brown, (Tenant)
Shavonnee Clark, (Tenant)

OWNER APPEAL:

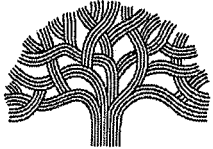
<u>Activity</u>	<u>Date</u>
Landlord Petition filed	July 7, 2018
Tenant Response filed	November 7, 2018
Hearing Decision mailed	March 21, 2019
1 st Owner Appeal filed	April 22, 2019
Remand Decision mailed	March 2, 2020
Appeal Decision Mailed	August 22, 2019
2 nd Owner Appeal filed	March 24, 2020

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RECEIVED

JUL 09 2018

118-0127 MS/ECL

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. RENT ADJUSTMENT PROGRAM OAKLAND PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE
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Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach copies of the documents that support your petition. Before completing this petition, please read the Rent Adjustment Ordinance (Oakland Municipal Code 8.22), sections 8.22.010 through 8.22.190, and the Rent Adjustment Program Regulations.

Your Name Steven Pelly	Complete Address (with zip code) PO Box 8422 Berkeley, CA 94707	Daytime Telephone: 201-317-9333
		E-mail: stevenpelly@gmail.com
Your Representative's Name (if any)	Complete Address (with zip code)	Daytime Telephone:
		E-mail:
Property Address (If the property has more than one address, list all addresses) 3424 64th Avenue Place, Oakland, CA 94605		

Total number of units on property: 4

Date on which you acquired the building: January 15, 2014

Type of units (circle one) House Condominium Apartment, Room, or Live-Work

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 the tenants in each unit affected by the petition?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
On what date was the RAP Notice first given?	Apt A 2/19/14, Apt B 5/19/14, Apt C 4/24/15, Apt D 5/21/14	
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Oakland Business License number.	00166465	

<p>Have you paid the Rent Adjustment Program Service Fee (\$68 per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.) Note: If RAP fee is paid on time, the property owner may charge the tenant one-half of the \$68 per-unit RAP Service fee (\$34).</p>	<p>Yes</p>	<p>No</p>
<p>Use the table on the next page to list each tenant who is affected by this petition.</p>		

REASON(S) FOR PETITION.

Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.

You must attach organized documentation clearly showing the rent increase justification(s) and detailing the calculations to which the documentation pertains. All documents submitted to the Rent Adjustment Program become permanent additions to the file. (Regs. 8.22.090.C)

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Banking (Reg. App. 10.5) | <input type="checkbox"/> Increased Housing Service Costs (Reg. App. 10.1) |
| <input checked="" type="checkbox"/> Capital Improvements (Reg. App. 10.2) | <input type="checkbox"/> Uninsured Repair Costs (Reg. App. 10.3) |
| <input type="checkbox"/> Fair return (Reg. App. 10.6) | |

Have you ever filed a petition for this property?

- Yes
 No

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

List each tenant and requested information for each unit affected by this petition. Increases based on increased housing service costs and fair return affect all of the units on the property. Attach additional sheets if necessary.

Address	Unit #	Tenant Name(s)	Phone	E-mail	Current Rent
3424 64th Avenue Place Oakland, CA 94605	A	Beatriz Torress	510-906-7021	BMT2119@caa. columbia.edu	\$1,405.77
3424 64th Avenue Place Oakland, CA 94605	B	Marian McNairy	510-753-0192	marianmcnairy1 234@gmail.com	\$1,268.86
3424 64th Avenue Place Oakland, CA 94605	C	Shavonnee Clark	510-213-3495	shavonnee@gm ail.com	\$1,061.20
3424 64th Avenue Place Oakland, CA 94605	D	Randolph Brown	707-567-2360	randolphbrown0 196@att.net	\$1,077.32

Uninsured Repair Costs: Uninsured repair costs are casualty losses that are not reimbursed to the property owner. See Regulations for details. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

Increased Housing Service Costs: Housing Service Costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit and also known as "operating expenses". The most recent two years of operating expenses are compared to determine if a rent increase greater than the CPI is justified. The calculation in both years must provide a reasonable comparison of all expenses. Evidence is required to prove each of the claimed expenses.

Fair Return: A property owner may submit evidence to show that without the requested rent increase he or she is being denied a fair return on the investment. A fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year (2014), subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

Banking: "Banking" refers to deferred allowed annual rent increases. These annual rent increases are known as CPI increases. CPI rent increases that were not given, or were not given in full, can be carried forward to future years. Subject to certain limitations, property owners may defer giving CPI increases up to ten years. CPI increases that were not imposed within ten years expire. No banked increase can exceed three times the then current CPI allowable increase. If your petition includes a request for a banked increase, **attach a rent history for the current tenant(s) in each affected unit.**

You do not need to petition the Rent Adjustment Program for approval to increase rent based on banking. Rents can be increased for banked CPI rent increases by giving the Tenant a rent increase notice. (Note that the Tenant can file a petition contesting the increase if the Tenant believes the banking is incorrect or unjustified.) If you do choose to petition for approval of a banked rent increase, provide the documentation and calculations as required by this petition.

Capital Improvements: Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement spread out over an amortization period as set forth in the Amortization Schedule below. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

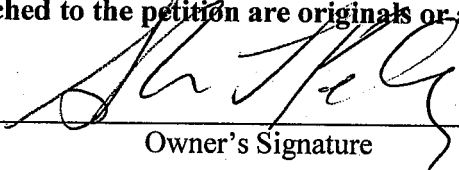
- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 1, 2017, improvements will be amortized over five years unless the increase causes a rent increase over 10 percent in one year or 30 percent in five years, in which case the amortization period will be extended until the rent increase is smaller than 10 percent in one year or 30 percent in five years.

Building-Wide Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
New Roof	23,360.40	6/9/2018	6/9/2018
SUBTOTAL:	23,360.40		

Unit-Specific Capital Improvements CATEGORY (attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR	AFFECTED UNITS
SUBTOTAL:				

Verification (Each petitioner must sign this section):

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



Owner's Signature

6/22/18

Date

Owner's Signature

Date

Millsmont Properties, LLC

PO Box 8422
Berkeley, CA 94707
(201) 317-9333
Email: stevenpelly@gmail.com

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JUL 09 2018

RENT ADJUSTMENT PROGRAM
OAKLAND

City of Oakland
Department of Housing and Community Development
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612+2043

RE: Capital Improvement - City of Oakland Rent Adjustment Program
New Roof
Address - 3424 64th Avenue Place, Oakland, CA 94605
4 - Family Building
Date Roof Completed: June 9, 2018

We are requesting a Rent Adjustment for the above non-owner occupied building as follows:

Cost of Roof:	\$16,400.00
PNC Bank Financing at 7.5% over 10 years:	<u>\$6,960.40*</u> (See below)
FULL COST:	\$23,360.40

Attached please find the "Capital Improvement Calculator" forms that have been completed.

The check to the roofer was cashed by the roofer on June 14, 2018 as full payment. A copy of this check is attached.

Also attached, is a copy of the last rental increase based on CPI for each of the 4 apartments.

The following is a schedule of the most recent CPI rent increases:

Apartment A: February 1, 2018
Apartment B: May 1, 2018
Apartment C: May 1, 2018
Apartment D: May 1, 2018

*The roof repair was 100% financed from the Bay Financial and Insurance Services account at PNC Bank. Enclosed please find records that show that a total of \$18,450 was loaned to Millsmont Properties, of which \$16,400 was used to pay for the roof. Also attached please find the PNC Bank statement that shows the interest charge is 7.5%.

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Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

		Petition Date		Number of Residential Units							
		6/20/18		4							
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE MONTHLY AMORTIZED COST FOR BUILDING (70%)	ALLOWABLE AMORTIZED COST PER UNIT	DATE VALIDATION (2 years ago max)	
New Roof	6/8/2018	06/09/18	\$23,360.40	\$16,352.28	\$4,088.07	3.804%	10	\$164.04	\$41.01	OK	
Subtotal (with weighted averages) Place X in cell B19 if property is mixed use.				\$16,352.28	\$4,088.07	3.804%	10	\$164.04	\$41.01		
Residential square footage											
Other use square footage											
Percent residential use											
Total Cost Per Unit Allocated to Residential Units					\$4,088.07	3.804%	10		\$41.01		

My Accounts

Transfer Funds

Pay Bills

Alerts

Business Tools

Customer Service

My Offers

Summary

Account Activity

Account Activity

Business Credit Line XXXXXXXXXXXXX1259

Balance: \$42,257.88

Schedule a Payment | Loan Payoff Information

Printer Friendly Page

Posted Transactions

Account Summary

Maintenance

List by Date	Payment Details	Search	Export
<i>Date</i>	<i>Description</i>		<i>Amount</i>
06/18/2018	Payment Received - Thank you		\$442.25
06/05/2018	Advance		\$13,000.00
05/18/2018	Payment Received - Thank you		\$446.08
04/18/2018	Payment Received - Thank you		\$412.15
04/17/2018	Advance		\$1,000.00
04/16/2018	Advance		\$1,500.00
03/18/2018	Payment Received - Thank you		\$415.90
02/18/2018	Payment Received - Thank you		\$495.92

Available Credit:	\$7,958.82
Balance:	\$42,257.88
Principal Balance:	\$42,041.18
Credit Limit:	\$50,000.00
Current Interest Rate:	
Interest Paid Year to Date:	\$1,098.92
Interest Paid Last Year:	\$2,773.81
Original Note Date:	08/18/2009

Payment Information	
Last Payment:	\$442.25 06/18/2018
Next Scheduled Payment:	\$0.00 07/18/2018

Additional Information		
Nickname:	None	Edit
Type:	Revolving Credit	
Address:	216 WILLAMETTE AVE KENSINGTON, CA 94708 - 1039	Edit

Millsmont Properties LLC
Account QuickReport
January 1 through June 22, 2018

Type	Date	Num	Name	Memo	Split	Amount
Income						
(X) Deposit	03/29/2018	1336	Bay Financial and In...	Loan from BFIS to Millsmont Properties, LLC	Millsmont Prop...	4,200.00
Deposit	04/10/2018	1339	Bay Financial and In...	Loan from BFIS to Millsmont	Millsmont Prop...	800.00
Deposit	04/26/2018	1350	Bay Financial and In...	Loan from BFIS to Millsmont	Millsmont Prop...	250.00
Deposit	06/05/2018	1369	Bay Financial and In...	Loan from BFIS to MMT Prop. for new roof	Millsmont Prop...	13,000.00
Deposit	06/08/2018	1372	Bay Financial and In...	Loan from BFIS to MMT Prop.	Millsmont Prop...	200.00
Total Loan from BFIS to MMT Prop.						
Total Income						18,450.00
TOTAL						<u>18,450.00</u>

(X) Loan from Bay Fin. & Inv Services to Millsmont Properties.

Loan Repayment Calculator

Adjust the calculator to see the results update:

Loan Balance: Interest Rate: Remaining Time:
\$ 16400 7.5 % 120 months

Your estimated monthly payment is \$194.67*

Total amount to be repaid (with interest):	\$23,360.40
Total interest to be repaid:	66,960.40 <input type="checkbox"/> Interest <input type="checkbox"/> Principal

Your payment is \$194.67 for 120 months. Starting balance is \$16,400.

Pmt #	Payment Amount	Principal Paid / Interest Paid		Principal Balance*
1	\$194.67	\$92.17	/ \$102.50	\$16,307.83
2	\$194.67	\$92.75	/ \$101.92	\$16,215.08
3	\$194.67	\$93.33	/ \$101.34	\$16,121.75
4	\$194.67	\$93.91	/ \$100.76	\$16,027.84
5	\$194.67	\$94.50	/ \$100.17	\$15,933.34
6	\$194.67	\$95.09	/ \$99.58	\$15,838.25
7	\$194.67	\$95.68	/ \$98.99	\$15,742.57
8	\$194.67	\$96.28	/ \$98.39	\$15,646.29
9	\$194.67	\$96.88	/ \$97.79	\$15,549.41
10	\$194.67	\$97.49	/ \$97.18	\$15,451.92
11	\$194.67	\$98.10	/ \$96.57	\$15,353.82
12	\$194.67	\$98.71	/ \$95.96	\$15,255.11
13	\$194.67	\$99.33	/ \$95.34	\$15,155.78
14	\$194.67	\$99.95	/ \$94.72	\$15,055.83
15	\$194.67	\$100.57	/ \$94.10	\$14,955.26
16	\$194.67	\$101.20	/ \$93.47	\$14,854.06
17	\$194.67	\$101.83	/ \$92.84	\$14,752.23
18	\$194.67	\$102.47	/ \$92.20	\$14,649.76
19	\$194.67	\$103.11	/ \$91.56	\$14,546.65
20	\$194.67	\$103.75	/ \$90.92	\$14,442.90
21	\$194.67	\$104.40	/ \$90.27	\$14,338.50
22	\$194.67	\$105.05	/ \$89.62	\$14,233.45
23	\$194.67	\$105.71	/ \$88.96	\$14,127.74
24	\$194.67	\$106.37	/ \$88.30	\$14,021.37
25	\$194.67	\$107.04	/ \$87.63	\$13,914.33
26	\$194.67	\$107.71	/ \$86.96	\$13,806.62

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Pmt #	Payment Amount	Principal Paid / Interest Paid		Principal Balance*
55	\$194.67	\$129.04	/ \$65.63	\$10,372.48
56	\$194.67	\$129.84	/ \$64.83	\$10,242.64
57	\$194.67	\$130.65	/ \$64.02	\$10,111.99
58	\$194.67	\$131.47	/ \$63.20	\$9,980.52
59	\$194.67	\$132.29	/ \$62.38	\$9,848.23
60	\$194.67	\$133.12	/ \$61.55	\$9,715.11
61	\$194.67	\$133.95	/ \$60.72	\$9,581.16
62	\$194.67	\$134.79	/ \$59.88	\$9,446.37
63	\$194.67	\$135.63	/ \$59.04	\$9,310.74
64	\$194.67	\$136.48	/ \$58.19	\$9,174.26
65	\$194.67	\$137.33	/ \$57.34	\$9,036.93
66	\$194.67	\$138.19	/ \$56.48	\$8,898.74
67	\$194.67	\$139.05	/ \$55.62	\$8,759.69
68	\$194.67	\$139.92	/ \$54.75	\$8,619.77
69	\$194.67	\$140.80	/ \$53.87	\$8,478.97
70	\$194.67	\$141.68	/ \$52.99	\$8,337.29
71	\$194.67	\$142.56	/ \$52.11	\$8,194.73
72	\$194.67	\$143.45	/ \$51.22	\$8,051.28
73	\$194.67	\$144.35	/ \$50.32	\$7,906.93
74	\$194.67	\$145.25	/ \$49.42	\$7,761.68
75	\$194.67	\$146.16	/ \$48.51	\$7,615.52
76	\$194.67	\$147.07	/ \$47.60	\$7,468.45
77	\$194.67	\$147.99	/ \$46.68	\$7,320.46
78	\$194.67	\$148.92	/ \$45.75	\$7,171.54
79	\$194.67	\$149.85	/ \$44.82	\$7,021.69
80	\$194.67	\$150.78	/ \$43.89	\$6,870.91
81	\$194.67	\$151.73	/ \$42.94	\$6,719.18
82	\$194.67	\$152.68	/ \$41.99	\$6,566.50

Pmt #	Payment Amount	Principal Paid	/	Interest Paid	Principal Balance*
111	\$194.67	\$182.91	/	\$11.76	\$1,698.56
112	\$194.67	\$184.05	/	\$10.62	\$1,514.51
113	\$194.67	\$185.20	/	\$9.47	\$1,329.31
114	\$194.67	\$186.36	/	\$8.31	\$1,142.95
115	\$194.67	\$187.53	/	\$7.14	\$955.42
116	\$194.67	\$188.70	/	\$5.97	\$766.72
117	\$194.67	\$189.88	/	\$4.79	\$576.84
118	\$194.67	\$191.06	/	\$3.61	\$385.78
119	\$194.67	\$192.26	/	\$2.41	\$193.52
120	\$194.73	\$193.52	/	\$1.21	\$0.00

* Principal balance includes interest accrued

30 Day Notice of Change of Monthly Rent

To Beatriz Torres (Resident) for the

(And all other occupants in possession)

premises located at: 3424 64th Avenue Place

(Address)

Unit A, (if applicable) Oakland, California 94605

(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 February 1, 2018, whichever is later, your monthly rent is payable in advance on or before the

(Date)


1st day of each month, will be the sum of \$ 1,405.77, instead of \$ 1,374.16, 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*

12/15/17
Date

Millsmont Properties, LLC
Owner/Agent

12/20/17
Date


Beatriz Torres



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on 12/20/17 (Date) [Signature] (Tenant's signature)

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

30 Day Notice of Change of Monthly Rent

To Marian McNairy (Resident) for the

(And all other occupants in possession)

premises located at: 3424 64th Avenue Place

(Address)

Unit B, (If applicable) Oakland, California 94605

(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 May 1, 2018, whichever is later, your monthly rent is payable in advance on or before the

(Date)

1st day of each month, will be the sum of \$ 1,268.86, instead of \$ 1,240.33, 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*

March 1, 2018

Date

Millsmont Properties, LLC

Owner/Agent

Date

3-10-18

Marian McNairy



Form provided by the East Bay Rental Housing Association®
www.ebrha.com

Form 30 Day Notice of Change of Monthly Rent© (02/12)



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit B, 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 curbside

I received a copy of this notice on 3-10-18
(Date)

[Signature]
(Tenant's Signature)

此份屋書(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
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30 Day Notice of Change of Monthly Rent

To Shavonnee Clark (Resident) for the

(And all other occupants in possession)

premises located at: 3424 64th Avenue Place

(Address)

Unit C, (if applicable) Oakland, California 94605

(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 May 1, 2018,

(Date)

whichever is later, your monthly rent is payable in advance on or before the 1st day of each month, will be the sum of \$ 1,061.20, instead of \$ 1,037.34, 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*

March 1, 2018

Date

4/22/2018

Date

Millsmont Properties, LLC

Owner/Agent

Shavonnee Clark



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
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The owner is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 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 at curbside

I received a copy of this notice on 4/22/18 (Date)

(Tenant's signature)

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

30 Day Notice of Change of Monthly Rent

To Randolph Brown (Resident) for the

(And all other occupants in possession)

premises located at: 3424 64th Avenue Place

(Address)

Unit D, (if applicable) Oakland, California 94605

(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 May 1, 2018, whichever is later, your monthly rent is payable in advance on or before the

(Date)

1st day of each month, will be the sum of \$ 1077.32, instead of \$ 1053.10, 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*

March 1, 2018

Date

Millsmont Properties, LLC

Owner/Agent

Date

3-5-18

Randolph Brown
Randolph Brown



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

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- The owner is is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit D, 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 curbside

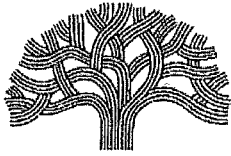
I received a copy of this notice on

3-5-18
(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.



CITY OF OAKLAND

RECEIVED

NOV -7 2018

**RENT ADJUSTMENT PROGRAM
OAKLAND**

RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

CASE NUMBER L18-0127

TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Shavonne Clark	Complete Address (with Zip Code) 3124 64th Avenue Place APT C Oakland, CA 94605	Telephone (510) 213-3495
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 4

Are you current on your rent? Yes No

Rental History:

Date you entered into the Rental Agreement for this unit: 05/2015

Date you moved into this unit: 05/01/2015

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes No

Initial Rent: \$ 1,000

Initial rent included (please check all that apply)

() Gas () Electricity () Water Garbage Parking () Storage () Cable TV () Other
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes No

000252

Please list the date you first received the Notice to Tenants ~~07/25/18~~ 04/11/2016

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
6/15/2018	2/1/2019	\$1061.20	\$1097.28	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6/15/2018	8/1/2018	\$1037.34	\$1061.20	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6/27/2017	8/1/2017	\$1017	\$1037.34	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4/11/2016	5/1/2016	\$1,000	\$1017	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		\$	\$	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contested Justification(s) for Rent

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

Banking

Capital Improvements

Increased Housing Service Costs

Debt Service

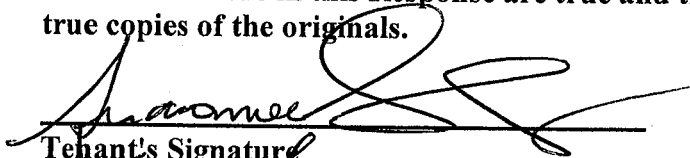
Uninsured Repair Costs

Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

Verification

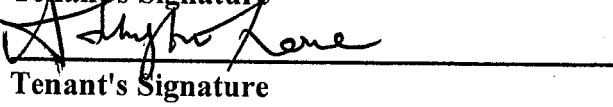
I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



 Tenant's Signature

10/24/2018

 Date



 Tenant's Signature

10/31/2018

 Date

Important Information

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more

information, please call: 510-238-3721.

You cannot get an extension of time to file your Response by telephone.

File Review

You should have received with this letter a copy of the landlord petition.

Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.

For an appointment to review a file call (510) 238-3721.

MEDIATION PROGRAM

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 Rent Adjustment Hearing Officer the same day.

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).

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



Tenant's Signature (for Mediation)

10/31/2018

Date



Tenant's Signature (for Mediation)

10/31/2018

Date

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L18-0127, Pelly v. Tenants
PROPERTY ADDRESS: 3424 64th Avenue Place, Oakland, CA
DATE OF HEARING: February 6, 2019
DATE OF DECISION: March 15, 2019
APPEARANCES: Shavonnee Clark, Tenant Unit C
Steven Pelly, Representative for Owner

SUMMARY OF DECISION

The Landlord's petition is dismissed.

INTRODUCTION

The landlord filed the petition on July 9, 2018, to obtain approval of a capital improvement rent increase. The owner alleged that the capital improvement was a new roof costing \$23,360.40.

The tenant in Unit C filed a timely response to the petition and appeared at the hearing.

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000255

ISSUE(S) PRESENTED

1. Is there good cause for the Owner's failure to provide evidence 14 days before the Hearing?
2. When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?
3. Can the owner increase the rent based on capital improvement and if yes, in what amount?

EVIDENCE

Late Evidence

Millsmont LLC owns the subject property. Mr. Pelly is the representative of Millsmont, LLC.

At the time of the Hearing, the owner's representative was unable to provide a receipt corresponding to the credit-card statement which is alleged to show the payment of the 2018 RAP fees. No evidence of proof of payment of the 2019 RAP fees was provided.

The owner's representative testified that the 2019 RAP Fees were paid but did not provide proof of payment at the Hearing.¹ After the Hearing, the owner provided a copy of their 2019 Business License but not the RAP Fees.

The owner's representative offered a copy of the permit application worksheet, including the contractor's number, the contract, the paid roofing bill, and the canceled check.² The owner's representative testified that the documents in Exhibit D were submitted with the petition. The owner's representative then testified that the permit application worksheet was dated October 13, 2018.³

The owner's representative did not have a reason for not providing the Exhibits 14 days in advance of the Hearing as indicated in the Notice of Hearing.

¹ The owner was given 7 days to provide the additional documentation regarding the 2018 and 2019 RAP Fees.

² Exhibit D. The tenant objected to this Exhibit and it was not admitted.

³ The petition herein was filed July 9, 2018.

The owner's petition contained copies of the RAP Notices that were provided to the tenants.⁴ The tenant, who attended the Hearing, admitted that she received a copy of the RAP Notice at the inception of her tenancy in 2015.

The owner's representative testified that he consulted with an attorney regarding his capital improvement petition. He also testified that he had no difficulty understanding the Notice of Hearing and the section indicating that Exhibits are to be provided 14 days in advance. He testified that he did not provide Exhibits because the City did not ask for them.

The tenant reiterated that the burden of proof for this capital improvement was on the owner. She was adamant that she wanted to exercise her rights, and not agree to allow an additional opportunity for him to submit further documentation. She noted that the owner's representative testified that he consulted with an attorney, unlike herself, and that there was no reason that he was unprepared.

Current Rents

The owner requests a capital improvement pass-through for four tenants and provided the following information regarding the tenants:

Unit	Tenant(s)	Rent	RAP Notice
A	Beatriz Torres	\$ 1,405.77	12/20/2017
B	Marian McNairy	\$ 1,268.86	03/10/2018
C	Shavonnee Clark	\$ 1,061.20	May 2015 ⁵
D	Randolph Brown	\$ 1077.32	03/05/18

Capital Improvements

The owner's representative testified that they replaced the roof instead of patching it. The owner offered proof of payment for the re-roofing certificate, the re-roofing certificate and a copy of his 2018 Business License.⁶

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⁴ The RAP Notices submitted with the petition were not marked and admitted at the Hearing, but are credited herein.

⁵ The tenant's testimony admits receipt of the RAP Notice at the inception of her May 2015 tenancy.

⁶ Exhibits AA, A, and C. These Exhibits were admitted without objection.

The owner's petition indicated that the new roof cost \$23,360.40 and was paid for on June 9, 2018. The owner provided a copy of the check to Williams Roofing in the amount of \$16,400.00.⁷

The owner's representative testified that the cost of the new roof was \$16,400.00 and that the financing was 7½%, which has increased since the filing of the petition. The owner representative testified that the cost of the financing was 7.5% and has gone up to 8%. The owner provided the re-roofing certificate.

The owner's representative then testified that on December 5, 2017, before the work was done, they submitted a bid for the work and payment for the work.

During cross-examination, the owner's representative testified that he was aware that the roof was leaking in the apartment occupied by a tenant referred to as Beatrice. After discussing the leak with tenant Beatrice, the intention was to patch the roof. Ultimately, the owner decided to replace the roof instead of patching the roof. The owner's representative testified that they purchased materials to patch the roof but did not do so.

The owner's representative testified that they acquired the building in 2014 and that they received the original report of the roof leaking was in 2015. The roof was a tar and gravel roof. The representative testified that a tar a gravel roof is an old-fashioned type of roof prone to leaking. They attempted to level the gravel, but that did not stop the leaking. The owners decided that the roof would be replaced instead of attempting further repair. The new roof has not leaked. The owner's representative denied that the prior roof was no longer serviceable.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Is there good cause for the Owner's failure to provide evidence 14 days before the Hearing?

The Notice of Hearing mailed to the owner and his representative on January 9, 2018 states in part: "ALL PROPOSED TANGIBLE EVIDENCE, INCLUDING BUT NOT LIMITED TO DOCUMENTS AND PICTURES, MUST BE SUBMITTED TO THE RENT ADJUSTMENT PROGRAM NOT LESS THAN FOURTEEN (14) DAYS PRIOR TO THE HEARING. PROPOSED EVIDENCE PRESENTED LATER MAY BE EXCLUDED FROM CONSIDERATION." The

⁷ Exhibit B. This Exhibit was admitted without objection.

Notice of Hearing states that the hearing would be held on February 6, 2019. The landlord failed to submit some documentary evidence until the Hearing on February 6, 2019.

At the Hearing, the owner's representative was given an opportunity to explain his failure to provide additional exhibits, including the permits, invoices, and proof of payments for the roofing work. His testimony was that the Program Analyst assigned to the file failed to ask him, in advance, for the necessary documentation to establish the capital improvement rent increase. If the landlord's representative was given improper advice from an employee of the Rent Adjustment Program, this does not override the requirements of the Ordinance and Regulations, as well as the clear wording in the notices sent to the owner and his representative. Moreover, the tenant present objected to the owner's representative being given additional time considering his testimony that he had an opportunity to consult with an attorney and that his admission that the roof was leaking.

Accordingly, the owner's representative failed to establish good cause for their failure to provide evidence 14 days before the hearing.

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy⁸ and together with any notice of rent increase or change in the terms of a tenancy.⁹ When an owner petitions for a rent increase for capital improvements he or she must establish that the RAP Notice was served.¹⁰

The evidence establishes that the owner served a RAP notice on the tenant in Unit C. The owner's petition included copies of the RAP Notices that were provided to the tenants in Units A, B, and D. Therefore, it is found that all of the units were given RAP Notices prior to the filing of the petition to increase the rent based on capital improvements.

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⁸ O.M.C. § 8.22.060(A)

⁹ O.M.C. § 8.22.070(H)(1)(A)

¹⁰ O.M.C. § 8.22.090(B)(1)(c)

Can the owner increase the rent based on capital improvement and if yes, in what amount?

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.¹¹ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.¹² For a capital improvement to be allowed, the improvement must primarily benefit the tenant rather than the owner.¹³

In 2016, the Oakland City Council passed an Ordinance amending the Rent Adjustment Ordinance and changing the way capital improvement costs were passed on to tenants. The prior Ordinance required that as long as the capital improvement pass-through does not exceed 10% of the rent, the costs are to be amortized over a period of five years, divided equally among the units which benefit from the improvement.¹⁴ Where a 5-year amortization period would result in a rent increase greater than 10%, the owner is entitled to a longer amortization period.¹⁵ The Ordinance change in 2016, stated that:

“The revised amortization period for Capital improvements as outlined in amended section 8.22.020 shall be effective for all Capital improvements for which permits are first issued on or after February 1, 2017.”¹⁶

In this case, all the work is alleged to have occurred after February of 2017; therefore, this changes applies. Additionally, for work which was started after September 20, 2016, the owner is also entitled to imputed financing for the cost of the capital improvements.¹⁷

“Costs for work or portion of work that could have been avoided by the landlord’s exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement” may not be considered as a capital

¹¹ O.M.C. § 8.22.070(C)

¹² Regulations Appendix, § 10.2.2(4)(e)

¹³ Regulations Appendix § 10.2.2(1)

¹⁴ Oakland City Council Ordinance # 13391, Section 4.

¹⁵ Regulations Appendix § 10.2.3 (2)

¹⁶ See Oakland City Council Ordinance Number 13391

¹⁷ Regulations § 8.22.020

improvement.¹⁸ The existence of the roof leak which necessitated the repair of the roof was likely the result of unreasonably deferred maintenance.

An owner has the burden of proving every element of their case by a preponderance of the evidence. The applicable rules of evidence are stated in Government Code Section 11513:¹⁹

Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs . . .

Hearsay evidence may be used for the purpose of supplementing or explaining other evidence by over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

Self-serving testimony by the owner's representative falls far short of these standards. The testimony of the parties was otherwise equally credible. The landlord did not meet his burden of proof regarding repair and maintenance of the roof.

Furthermore, the owner herein acknowledged that the roof required repair since 2015. No further evidence of repair was provided. Moreover, the owner's attempt to level the gravel was insufficient and nothing further was done until the roof was replaced, three years later. The replacement of the roof, absent evidence of repair and maintenance is found to be deferred maintenance. Thus, the costs associated with replacing the roof are deferred maintenance and not capital improvement costs. Therefore, the costs associated with replacing the roof are not allowed as capital improvement costs. Thus, the issue must be decided in favor of the tenant.

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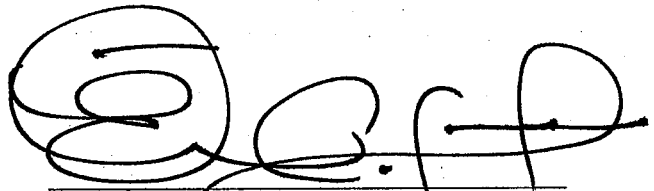
¹⁸ Regulations Appendix, Section 10.2.2(3)(c)

¹⁹ Regulations, Section 8.22.110(E)(4)

ORDER

1. Petition L18-0127 is denied.

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



Dated: March 15, 2019

Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number L18-0127

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

Millsmont Properties, LLC
PO Box 8422
Berkeley, CA 94707

Owner Representative

Steven Pelly
P.O. Box 8422
Berkeley, CA 94707

Tenant

Beatriz Torress
3424 64th Avenue Place #A
Oakland, CA 94605

Tenant

Marian McNairy
3424 64th Avenue Place #B
Oakland, CA 94605

Tenant

Randolph Brown
3424 64th Avenue Place #D
Oakland, CA 94605

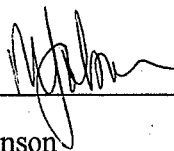
Tenant

Shavonnee Clark
3424 64th Avenue Place #C
Oakland, CA 94605

000263

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 21, 2019** in Oakland, CA.



Nia Johnson

Oakland Rent Adjustment Program

000264

Millsmont Properties, LLC

PO Box 8422
Berkeley, CA 94707
(201) 317-9333
Email: stevenpelly@gmail.com

RECEIVED

FEB 11 2019

CERTIFIED MAIL, RETURN RECEIPT REQUESTED RENT ADJUSTMENT PROGRAM
OAKLAND

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

Re: Case #L18-0127
Address: 3424 64th Avenue Place
Oakland, CA 94605

Attn: Elan Lambert

February 7, 2019

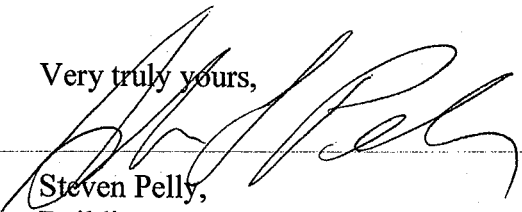
As you know we hand-delivered copies of all of the tenants' signed RAP notices to your office yesterday after lunch.

Yesterday during our meeting, we showed you proof of the scope of the roof work completed (new elastomeric roof) as well as the cancelled check to the contractor, but no photostatic copy was made for your file, so it is enclosed.

Also enclosed is a copy of the purchase receipt (1/5/18) for roof tar to patch the small drip above Apt. A, which would have been sufficient to stop the drip. However, once the owners decided to get bids for putting on an overall new roof, (with the City of Oakland allowable capital improvement increase as an incentive) I was instructed to return the product, which was done on 2/27/18. Note: the product as of today now costs \$37.94.

We then went on the "roofer's schedule" and it can take 6 months or more for the work to be completed because roofers do not work in this area during the rainy season. Our roof work was completed by 6/9/18 and the check was cashed on 6/14/18 by the roofer.

Very truly yours,


Steven Pelly,
Building Manager

000265

Williams Roofing

42683 Brantwood Ct.
Fremont, CA 94538

Invoice

Date	Invoice #
6/11/2018	37959

Bill To
Steven Pelly 3424 64th Ave. Pl. Oakland, Ca

P.O. No.	Terms	Project
	Due Upon Completion	

Quantity	Description	Rate	Amount
	Remove all deleted satellite Dishes Remove all Loose debris by pressure washing entire roofing system. Install (5) New Drop Outlets and (2) New downspouts. Spray apply a primer as needed Spray apply a nominal 1.5" of Polyurethane Foam over entire roofing system. Spray apply 2 Coats of a 108fs white elastomeric roof coating at the rate of 1.5 Gallons per 100 Sq. Ft.. for a total of 3 gallons per 100 sq. Ft. Install New Metal Nosing as needed. Clean all roofing materials and debris from job site. Ten year guarantee on all labor. All permits to be obtained by Williams Roofing. All accounts are due and payable within 10 days upon completion of work, Delinquent accounts will be subject to interest, All collection and attorney fees will be charged	16,400.00	16,400.00
Payment due upon completion of job.		Total	\$16,400.00

000266

MILLSMONT PROPERTIES, LLC
P.O. BOX 8422
BERKELEY, CA 94707

THE MECHANICS BANK
278 ARLINGTON AVENUE
KENSINGTON, CA 94708
810-627-2223
80-203/1211

1240

8/6/2018

PAY TO THE ORDER OF Williams Roofing

\$ 16,400.00

Sixteen Thousand Four Hundred and 00/100

DOLLARS

Williams Roofing
42863 Brantwood Court
Fremont, CA 94538

MEMO

For work at: 3424 84th Ave. Place, Oakland, CA 946

AUTHORIZED SIGNATURE

#001240# 42121020366

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

Serial Number
Deposit Line
Date
Pay to the order of
Amount in words and figures
Amount in figures
Pay to the order of
Amount in words and figures
Amount in figures
Pay to the order of
Amount in words and figures
Amount in figures
Pay to the order of
Amount in words and figures
Amount in figures

Seq: 81382 06/14/18
BAT: 813989 CC: 3180080536
WT: 01 LTPS: Jacksonville PT
BC: Fremont-Irvington BC CA4-144

Seq: 182
Batch: 813989
Date: 06/14/18

ENDORSE HERE:
X
PAY TO THE ORDER OF
BANK OF AMERICA
FREMONT CA 94538-4398
FOR DEPOSIT ONLY
STEVE WILLIAMS INC
DO NOT SIGN BELOW THESE LINES
FOR FEDERAL RESERVE HOLDING ONLY



More saving. More doing.™

11939 SAN PABLO AVE. 510-235-0800
RECEIPT REQUIRED FOR ALL RETURNS

0643 00008 85731 01/05/18 05:20 PM
CASHIER YVETTE

6958518012043 73PHALTGLASS *A* 19.97
ROOF REPAIR FABRIC 6"X150'
081725209404 209 HENRY 1 *A* 35.97
HENRY 209 EXTREME WET PATCH 0.9 GAL

SUBTOTAL 55.94
SALES TAX 5.17
TOTAL \$61.11
XXXXXXXXXX6698 STORE CREDIT 23.45
CARD BALANCE 0.00

XXXXXXXXXX5009 AMEX TA
USD\$ 37.66
AUTH CODE 880819/3085263 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS
TVR 0000008000
IAD 064A0103602002
TST F800
ARC 00

PRO-XTRA MEMBER STATEMENT

PRO-XTRA ###-###-4200 SUMMARY
THIS RECEIPT PO/JOB NAME: MILLSMONT

PRO XTRA SPEND THIS VISIT: \$55.94
2018 PRO XTRA SPEND 01/04: \$0.00

As of 01/05/2018 your Paint Rewards level is Pro Xtra Paint Rewards; Spend 2000.00 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

This purchase qualifies for FUEL DISCOUNTS and 60 DAYS TO PAY on The Home Depot Commercial Credit Card. Ask an Associate to learn more or go to homedepot.com/financeoptions.



0643-08-85731-01/05/2018-0452

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 04/05/2018
THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

INTRODUCING REDBEACON.COM
Free quotes by trusted home service pros
855-RBEACON
(855) 723-2266

ENTER FOR A CHANCE TO WIN A \$5,000 HOME DEPOT GIFT CARD!

Tell us about your store visit! Complete our short survey and enter for a chance to win at:

www.homedepot.com/survey

PARTICIPE EN UNA OPORTUNIDAD DE GANAR UNA TARJETA DE REGALO DE THD DE \$5,000!

Comparta Su Opinion! Complete la breve encuesta sobre su visita a la tienda y tenga la oportunidad de ganar en:

www.homedepot.com/survey

User ID:



More saving. More doing.™

11939 SAN PABLO AVE. 510-235-0800
RECEIPT REQUIRED FOR ALL RETURNS

0643 00012 77649 02/27/18 08:10 PM
CASHIER JENNIFER
* ORIG REC: 0643 008 85731 01/05/18 TA *

6958518012043 73PHALTGLASS -19.97
081725209404 209 HENRY 1 -35.97

SUBTOTAL -55.94
SALES TAX -5.17
TOTAL -\$61.11

XXXXXXXXXX5009 AMEX -37.66
INVOICE 0125469 TA

XXXXXXXXX0789 STORE CREDIT -23.45
CARD BALANCE 23.45

REFUND-CUSTOMER COPY

CUSTOMER PRO XTRA ID ###-###-4200
THIS RECEIPT PO/JOB NAME: MILLSMONT

----- RedBeacon PRO -----
\$55.94 will be removed from your total qualifying spend in 2018.

----- PRO XTRA -----
\$35.94 will be removed from your total qualifying spend in 2018.

INTRODUCING REDBEACON.COM
Free quotes by trusted home service pros
855-RBEACON
(855) 723-2266

ENTER FOR A CHANCE TO WIN A \$5,000 HOME DEPOT GIFT CARD!

Tell us about your store visit! Complete our short survey and enter for a chance to win at:

www.homedepot.com/survey

PARTICIPE EN UNA OPORTUNIDAD DE GANAR UNA TARJETA DE REGALO DE THD DE \$5,000!

Comparta Su Opinion! Complete la breve encuesta sobre su visita a la tienda y tenga la oportunidad de ganar en:

www.homedepot.com/survey

User ID:
XG5 156230 155599

Password:
18127 155587

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

DOWNLOAD THE HOME DEPOT MOBILE APP
View item location, inventory & reviews
Download from App store or text RECEIPT to 65624. Message & Data rates may apply

000268

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCREARNIBLE FROM BOTH SIDES.

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

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.

ACCOUNT NUMBER
00166465

DBA

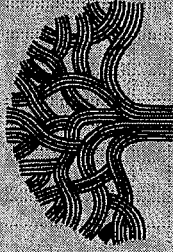
MILLSMONT PROPERTIES LLC

BUSINESS LOCATION

3424 64TH AVENUE PL
OAKLAND, CA 94605-2161

BUSINESS TYPE

M Rental-Apartment



EXPIRATION DATE

12/31/2019



MILLSMONT PROPERTIES LLC
STEVEN PELLY
PO BOX 8422
BERKELEY, CA 94707-8436

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!

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



Steve Pelly <stevenpelly@gmail.com>

Business Tax Renewal Accepted

1 message

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: millsmontproperties@gmail.com

Wed, Feb 6, 2019 at 1:09 PM

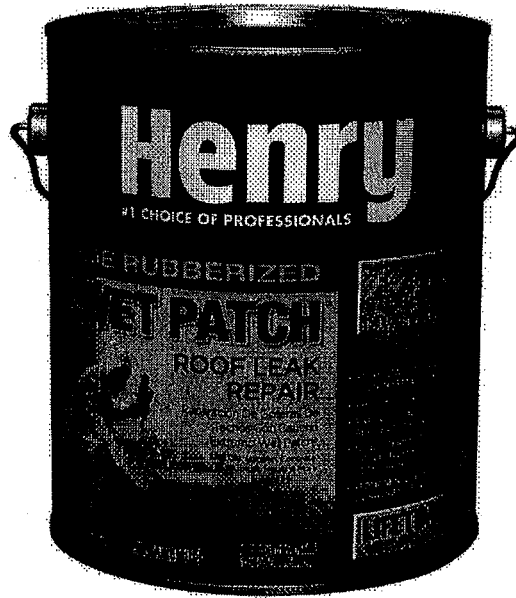
The Business Tax for MILLSMONT PROPERTIES LLC, Account # 00166465, has been accepted.

For Business Tax renewals you will receive a separate email within 2 business days containing further information about your business license.

Thank you for doing business in the City of Oakland.

000270

Model # HE209142 Internet #100002730 Store SKU #100916



Share Save to Favorites Print

Henry 0.90 Gal. 209XR Elastomastic Sealant

★★★★★ (117) Write a Review Questions & Answers (70)

- Formulated with UV inhibitor to withstand harsh UV damage
- Excellent adhesion- seals leaks on dry and wet surfaces
- Lifetime warranty - Premium rubberized formula

\$37⁹⁴

Quantity

Pick Up In Store Today

Aisle 21, Bay 007 Text to Me

in stock at Hercules

Add to Cart

Check Nearby Stores

OR

We'll Deliver It to You

Free Delivery on \$45 order

Get it by February 13

000271

Add to Cart

Get it tomorrow at your convenience. Delivery Options

We're unable to ship this item to:
AK, GU, HI, PR, VI

Or buy now with

Easy returns in store and online
Learn about our return policy

Product Overview

Henry 209 extreme wet patch is a premium, rubberized, SEBS modified, asphaltic sealing compound with excellent adhesion. Henry #209 is suitable for flashings and a wide variety of waterproofing uses, especially at moving joints where its flexibility and elasticity make it superior to standard plastic cements. Glossy black, easy spreading, and non-sagging, it may be applied from 1/4 in. thick to a feather edge.

- Warranted for lifetime of roof
- Highly adhesive in wet and dry conditions
- Compatible with the broadest variety of roofing and construction materials
- Rubber modified
- Glossy, black, easy spreading, non-sagging
- Durable and flexible recommended for vertical metal applications
- Use with 183 repair fabric for professional results
- Provides up to 12-1/2 sq. ft. of coverage at 1/8 in. thick
- Apply with a roofing trowel, putty knife or caulk gun
- California residents see Prop 65 WARNINGS

Info & Guides

- SDS
- TDS

You will need Adobe® Acrobat® Reader to view PDF documents. Download a free copy from the Adobe Web site.

Specifications

Dimensions

Product Depth (in.)

6.5

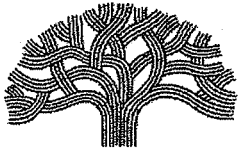
Product Height (in.)

7.5

Product Size (oz.)

134

000272



CITY OF OAKLAND

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

of date stamp
RECEIVED
APR 24 2019
RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name Milksmont Properties, LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 3424 64th Avenue Place, Apt A,B,C,D, Oakland, CA 94605			
Appellant's Mailing Address (For receipt of notices) PO Box 8422 Berkeley, CA 94707		Case Number L18-0127	Date of Decision appealed 4/18/19
Name of Representative (if any) Steven Pelly, Property Manager		Representative's Mailing Address (For notices) PO Box 8422 Berkeley, CA 94707	

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

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

For more information phone (510) 238-3721.

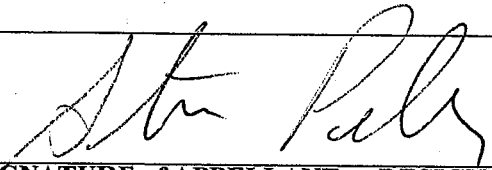
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached 12 - excludes proof of service copies

• 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 4/19/19, 20 19, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	(see next pages, please)
<u>Address</u>	
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

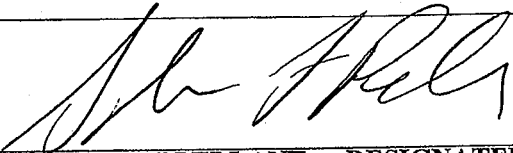
For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 4/19/19, 2019, 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	Beatriz Torrez
Address	3424 64th Avenue Place, Apt A.
City, State Zip	Dakland, CA 94605
Name	
Address	
City, State Zip	

	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE


For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
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- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
- I declare under penalty of perjury under the laws of the State of California that on 4/19, 2019, 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	Marian McNairy
Address	3424 64th Avenue Place, Apt. B
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	4/19/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

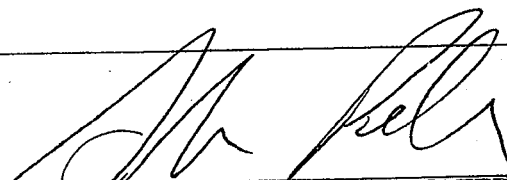
For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
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Name	Shavonnee Clark
Address	3424 64th Avenue Place, Apt. C
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	4/19/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

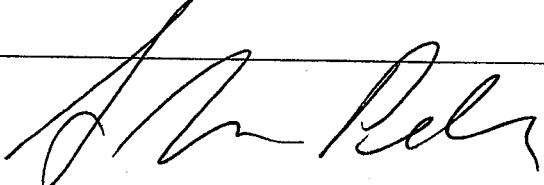
For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 7.

- 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 4/19, 2019, 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	Randolph Brown
Address	3424 64th Avenue Place, Apt. D
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Millsmont Properties, LLC

PO Box 8422

Berkeley, CA 94707

(201) 317-9333

Email: millsmontproperties@gmail.com

RECEIVED

JUN 10 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

Date: June 7, 2019

Re: Case # L18-0127

Property Address: 3424 64th Avenue Place, Oakland, CA 94605

City of Oakland

Department of Housing and Community Development

Rent Adjustment Program

250 Frank H. Ogawa Plaza-Suite 5313

Oakland, CA 94612

As you know we filed for a Capital Improvement in July 9, 2018 for a new roof. We sent an appeal to the decision on April 19, 2019 (attached is a copy of the appeal letter) and we have received no response.

We are requesting a status of our appeal as we have been paying interest on the loan for our Capital Improvement since June of 2018.

Very truly yours,
Steven Pelly
Building Manager

000279

COPY

Millsmont Properties, LLC
Box 8422
Berkeley, CA 94708
Email: Millsmontproperties@gmail.com
Bldg. Mngr. Tel.-201-317-9333

RECEIVED
JUN 10 2019
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

Date: April 18, 2019
Re: Case # L18-0127 ("Pelly Vs. Tenants")-
Property Address: 3424 64th Avenue Place, Oakland, CA 94605

City of Oakland
Department of Housing and Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza- Suite 5313
Oakland, CA 94707

Basis for Appeal of Decision to Obtain a Capital Improvement Rent Increase

Note: [Reference]s are to the page numbers of the Hearing Decision

1. [PAGE 1] We never "alleged" that the roof cost was \$23,360.40. We provided a paid bill from the roofer showing that we paid Williams Roofing \$16,400.00 for the roof, and that bank financing was at 7-1/2% when we first filed for the improvement on July 9, 2018, was raised to 8% as of the day of the hearing (February 6, 2019), and is now 8-1/4% (Today, April 18, 2019). The \$16,400 capital improvement bank loan is tied to the Prime Rate, and is thus subject to increases. The difference between \$23,360.40 and \$16,400.00 is the actual interest cost of financing the \$16,400 capital improvement over the ten-year amortization allowed for a new roof at the original 7-1/2% rate. We provided full schedules to document this cost.
2. [PAGE 2] We did not "fail to provide evidence 14 days before the hearing." Rather, we were in contact *at least* five separate times over 6 months by telephone with "Sylvia" and others at the Rent Adjustment Program who advised us what forms and proofs were needed for our hearing. We brought what we were asked to bring to the hearing, and we provided whatever forms and proofs we were asked in our original filing. If we had been instructed to bring anything additional to the meeting, we certainly would have brought it. Only at the hearing, were we advised that the hearing officer wanted signed RAP notices and credit card receipts for our RAP fees going back to 2014, and a copy of our business certificate. All of this was provided on the same day as the hearing, *within 3 hours* of the morning request, which I personally delivered to the RAP office in Room 531.

3. Since the proofs were provided on February 6, 2019 and the decision was not made until March 15, 2019, there is no question that the Hearing Officer knew we were in complete compliance for many weeks before the decision. Unfortunately, the Hearing Officer failed to mention that she received all of the proofs on the same day and within a few hours of the hearing request.
4. [Page 2] Tenants were always given RAP notices in a timely manner, prior to any allowed statutory rent increases and per the requirements of the RAP program.
5. [Page 2] We *did* have a reason for not providing "exhibits" (credit card receipts for the RAP fees). We were not asked to provide them in our numerous conversations and correspondence with "Sylvia," Margaret Sullivan, Maxine Vasaya, "Kelly" and Roberto Costa. When asked at the hearing, we provided them by hand delivery within 3 hours.
6. [Page 3] The fact that Apt. C tenant Shavonnee Clark was "adamant in wanting to exercise her rights" ignores the fact that when she filed her original "objection" to the capital improvement request, she stated no reason whatsoever. There was no statement from her *or any other tenant in the building* in the case file as of January 28, 2019, when I personally visited the 6th Floor of 250 Frank Ogawa Plaza at 10 AM and personally reviewed the file prior to the hearing. It was our understanding, reinforced by several conversations with our attorney and the RAP program analysts, as well as the East Bay Rental Housing Association, that if a tenant files no written objection, documentation or statement at least 14 days before the February 6, 2019 hearing, they may not later state or produce evidence to support an objection. Unfortunately, the Hearing Office failed to mention in her decision that none of the tenants produced any statements or evidence prior to the 14 days of the scheduled hearing.
7. My appointment on January 28, 2019 to review the file at the RAP office was scheduled to be with Maxine Visaya. When I arrived, I was met by Roberto Costa who informed me that Maxine Visaya was out sick, and apparently Margaret Sullivan was also out sick, but he would get the file for me to review.
8. Mr. Costa was extremely pleasant and helpful. I did explicitly ask him to answer one question regarding a letter signed by Margaret Sullivan dated January 17, 2019, postmarked January 22, 2019 and received January 24, 2019. The letter is attached. Our question was about the phrase "Rent Adjustment Program Service Fee" for "*...the current year.*" We had emailed Margaret Sullivan on January 28, 2019 (see attached), the day of the hearing, explaining that the bill for RAP fees we received was not "delinquent until March 1, 2019." Our question to Mr. Costa was whether we should "pre-pay" the bill before the February 6, 2019 capital improvement hearing or not. He explained he would ask around the office. After several minutes he returned and stated, "You should be fine as long as you pay it

before the delinquent date." We relied upon that advice, especially since Margaret Sullivan specifically told us to ask for advice at this January 28, 2019 meeting. In addition, "Kelly" who was directed by Roberto Costa to show us the file and speak with me, made copies of our credit card statement showing that last year's RAP fees of \$272 that was due in March, 2018, was paid on 2/24/18.

9. [Page 3] In our opinion it is not correct to state that we were "unprepared." Our office staff spent over 50 hours preparing forms, preparing amortization schedules, making photocopies, holding discussions with RAP staff employees, attending meeting at RAP, and writing letters and emails for clarification before our February 6, 2019 meeting. Moreover, following the meeting, we provided whatever documentation was asked for.
10. [Page 4] To the best of our knowledge we never stated at the hearing that we paid for the work before it was done. We solicited 5 separate written bids from licensed roofing companies, discussed the merits of tar and gravel Vs. elastomeric roofing with each roofer, and chose Williams Roofing as the contractor. As our cancelled check clearly shows, we paid for the roofing after it was installed, not before.
11. [Page 7] We disagree with the Hearing Officer that the "existence of the roof leak which necessitated the repair of the roof was likely the result of unreasonably deferred maintenance." As building manager, I personally have been on the roof at least 10 times since we purchased the building in January of 2014. I am knowledgeable about construction, I have personally supervised all contractors during the "gut renovation" of seven other buildings, and I am a licensed California Licensed Real Estate Salesperson-license # 01983394. I have held a real estate sales license since 1986. I know that "deferred maintenance" on a roof is a very bad idea. In my opinion, the Hearing Officer's conclusions about "deferred maintenance" were incorrect. Rather, we worked diligently to correct the leak.

Moreover, I do not feel that Apartment C tenant Shavonnee Clark, who has never had a leak in her apartment, did not know the circumstances of the leak in Apartment A, its exact location or its cause, nor did Shavonnee Clark have any training or experience involving the construction issues involving this small repair was in any way qualified to testify regarding roof repairs.

12. [Page 4] A leak was reported by tenant Beatrix Torres in Apartment A in 2015. We examined the roof, located one very slightly low spot in the flat roof about 1 foot wide by 6 feet long just above apartments A & B, and leveled the spot with gravel and tar. There apparently was no further leaking, nor was there any reports of leaking on any other part of the roof at that time.

[It should be noted here that roof leaks in flat roof buildings are notoriously hard to pinpoint. [Please see attached articles].

13. About two years later, in late 2017, after an extremely heavy rain, both Apartment A & B reported small leaks along the exact same spot we had repaired. We went up on the roof immediately, and noted that again the gravel had settled unevenly after the heavy rains and allowed the tar area to become exposed causing puddling. We leveled the gravel again and had no further leak complaints.
14. On January 5, 2018 we decided we needed to be more proactive about the possibility of this leak occurring again, and purchased "Henry Extreme Wet Patch" and a small amount of roof fabric from a supply house. We provided copies of our purchase receipts to the Hearing Officer. We had been advised in our discussions with roofers, that such a small patch [six square feet] could easily be repaired permanently with roof patching compound and fabric. At that point, one of the roofers suggested that we consider replacing the whole roof, since it would have to be done within the next 5-10 years anyway.
15. During the Spring of 2018, when there were no reports of further leaks, we solicited roofing bids, and each bidder gave an estimate of 5-10 years as the remaining "useful life" of the existing roof. They did point out that replacing the roof would lower the tenants' heating bills, as newer tar and gravel and "elastomeric" roofs were more energy efficient than old tar and gravel roofs. When I pointed out that there didn't seem to be any need to replace the whole roof at this time, one of the roofers suggested we consider applying for a capital improvement rent increase with the City of Oakland to defray the substantial cost.
16. We were advised by the successful bidder, Williams Roofing, not to apply the roofing compound we had purchased as it might interfere with his upcoming re-roofing. Once they became the successful bidder, we had to "get on their schedule" which in our area takes many months as new roofs are generally not installed until after Spring-because of rains.
17. We do not consider ourselves as landlords who "defer maintenance." It has always been our policy in managing this building that we replace, rather than repair equipment whenever possible and sensible. Since January of 2014, in this 4-unit apartment building, we have installed 2 new toilets, 2 new windows, new hot water heaters in *all* of the units, 1 new refrigerator/freezer, a new sewer lateral for the whole building, a new washing machine in the laundry room, 2 new gas heating furnaces and 4 new fire extinguishers and cabinets (there were no fire extinguishers before we took over the building). We respond to requests for service as soon as we are notified. When you consider that the average rent for the 4 units is \$1,215.23 and 3 of the 4 apartments have 2 bedrooms and 1 bath, and one apartment has 2 bedrooms and 2 baths-along with free indoor garage parking for all tenants, decks, a backyard and a tenant-only laundry room, we feel we are providing good service at a very low rent for Oakland.
18. We never previously burdened the tenants with a request for a capital improvement rent increase for any of the improvements noted above, *including the new building sewer lateral.*

Because of the substantial cost of replacing, rather than repairing the roof, we had to file for a capital improvement rent increase this time.

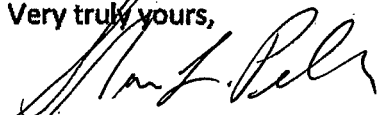
19. [Page 6] If we are entitled to "imputed financing" rather than the 7-1/2% financing cost we initially bore, and the 8-1/2% financing cost we are now incurring for the roof, it would be fair for us to receive this "imputed financing" as part of the capital improvement rent calculation.

20. [Page 7] I strongly disagree with the Hearing Officer's characterization of my "testimony" as "self-serving." We had an option to repair 6 square feet of roof, once we determined the cause of the leak. We even purchased (and eventually returned) the material, at the roofer's suggestion. The cost would have been under \$100. Instead, on the advice of roofers, with a capital improvement increase as an incentive, we chose to spend \$23,360. With a useful life of 5-10 years remaining if we simply repaired the roof, we could have repaired only 0.003 (3 tenths of one percent) of the roof. [6 square feet divided by 1,795 square foot roof]. No other part of the roof had any leaking. But since we intended to keep managing the building, we chose the capital improvement as the most logical way to proceed. There never was any "deferred maintenance."

As a result, the building got a brand-new "white elastomeric roof" which benefitted all of the tenants, instead of waiting another 5 or 10 years.

We are asking that the Hearing Officer's decision be reversed and we be granted the requested capital improvement we have requested.

Very truly yours,



Steven Pelly,
Building Manager.

CEILING STAINED? ROOF LEAKS OFTEN ARE HARD TO TRACE

Bernard Gladstone, New York Times Special Features CHICAGO TRIBUNE

Q--I have a water stain on the ceiling of my upstairs bedroom, which is apparently due to a roof leak. I cannot seem to locate the source even though I inspected all roof flashing and shingles over the area where the leak appears and patched every place that looked even the least bit doubtful. The leak still shows up after every heavy rain.

My attic is unfinished, but it is insulated and I cannot see any places where daylight shines through or where there is any kind of crack or open seam.

What can you suggest?

A--Roof leaks are often very difficult to locate because water does not necessarily fall straight down through a hole or open seam. In many cases, water that seeps in can travel horizontally along roof sheathing or even the underside of a rafter until it runs down a stud or other structural member. Then it may travel farther along that joist or beam until it finally drips down onto the ceiling below.

Why is a Flat Roof More Likely to Leak?

The main reason that flat roofs are more likely to leak is that they are less able to shed water.

In other words, they do not allow elements like water to slide off them as easily as steeply sloped roofs do.

Pooling water – Since your roof is flat, when it rains or snows, there's nowhere for that precipitation to go. As your home settles over time, the roof itself will shift a bit, meaning it might not be as level as it was when it was first installed. This may cause water to pool in divots and dips in your roof. While most materials are manufactured to hold up to water, you should drain these pools as soon as possible and check to make sure that water didn't seep into lower layers of the roof. If pooling is allowed to linger, it's likely to deteriorate the exterior of your roof, shortening the lifetime of the flat roof.

Source: <https://wernerroofing.com/blog/6-most-common-flat-roofing-problems/> by [Ben Johnson](#) | Mar 25, 2016 | [Roof Maintenance](#), [Roof Repair](#)

YOUR HOME; How to Fix Roof Leak: First, Find It

By **JAY ROMANO** SEPT. 28, 2003 NY Times

REPAIRING a leaky roof is a challenge under the best of circumstances. Just pinpointing the leak's location often takes persistence, detective work and a fair amount of luck.

"Leaks often aren't easy to find," Mr. Varone said. While water will sometimes leak from a hole or crack in the surface of a roof deck directly into the ceiling or wall of the apartment below, it more often moves around a bit before making its way out."

Millsmont Properties, LLC
Box 8422
Berkeley, CA 94708
Email: Millsmontproperties@gmail.com
Bldg. Mngr. Tel.-201-317-9333

RECEIVED

APR 24 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

Date: April 20, 2019

Re: Case # L18-0127 ("Pelly Vs. Tenants")-

Property Address: 3424 64th Avenue Place, Oakland, CA 94605

City of Oakland
Department of Housing and Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza- Suite 5313
Oakland, CA 94707

Basis for Appeal of Decision to Obtain a Capital Improvement Rent Increase

Yesterday we filed an appeal with the above heading. We are not sure if you received the attached, showing that we mailed each of the tenants copies of the appeal.

If you did receive these, you may discard the attached.



Steven Pelly,
Building Manager

000287

Millsmont Properties, LLC

PO Box 8422
Berkeley, CA 94707
(201) 317-9333
Email: stevenpelly@gmail.com

December 26, 2019

Housing Residential Rent and Relocation Board
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-2043

RE: Case L18-0127 – Pelly vs. Tenants

Attn: Appeals Board

I am asking for an “emergency” appeal (to be heard at the next Appeal Board hearing meeting) to clarify exactly what the Appeal Board voted for, when I appeared on Thursday, July 25, 2019 at 7 PM at City Hall.

By a vote of 6 to 1 it was my understanding, and the understanding of our tenants, that the Appeals Board voted to allow our requested capital improvement increase, with the caveat [by “friendly” amendment”] that the hearing officer confirm our paperwork to support our application.

We did not get our re-hearing until Tuesday, December 3, 2019, at which time Ms. Elan Consuela Lambert did not ask for additional paperwork, but we spent virtually all of our meeting time revisiting whether or not our roof replacement was a capital improvement. Ms. Lambert understood the Appeal Board decision required her to re-determine if the new roof was or was not a capital improvement.

I wrote to Channee Franklin Minor on December 4, 2019 asking for clarification as to whether or not the Appeals Board had directed Ms. Lambert, to classify the new roof as a capital improvement, subject to our paperwork being in order.

On December 18, 2019 I received the attached response from Barbara Kong-Brown dated December 12, 2019, not from Channee Franklin Minor. In our opinion, we feel the attached letter did not respond to our question.

We paid \$16,000 for this roof as a discretionary capital improvement which we didn't have to do, in July of 2018 (1 ½ years ago), and have been paying over \$1,000/year in bank interest alone plus a portion of the bank loan principal each month. We could have just patched the roof.

By a 6 to 1 vote, did the board decide the new roof was a capital improvement, or did it ask Ms. Elan Consuela Lambert to re-decide if the new roof was a capital improvement?

In asking us to wait until Ms. Lambert renders her decision – perhaps waiting another several months – following our December 3, 2019 meeting with her, we feel it would be both unfair to us and an unfair waste of Ms. Lambert's time. We feel everyone is entitled

000288

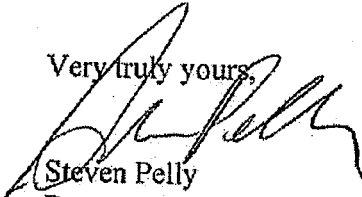
to a clear, unequivocal and timely directive from the Appeals Board, so we may all properly direct our efforts.

Please consider our request. We feel we are being bounced around trying to determine exactly what the Appeals Board decided on July 25, 2019.

Your help and prompt response is really appreciated.

Thank you.

Very truly yours,

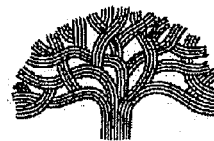


Steven Pelly
Property Manager

Cc: Elan Consuela Lambert

000289

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

December 12, 2019

Steven Pelly
Building Manager
Millsmont Properties, LLC
P.O. Box 8422
Berkeley, CA 94707

Case Name: Pelly v. Tenants

Case Number: L18-0127

Property Address: 3424 64th Avenue, Oakland, CA

Re: Letter Re Remand Hearing

Dear Mr. Pelly:

I am responding to your letter dated December 4, received on December 9, 2019, requesting the Board's opinion "as to whether or not the July 25, 2019, decision required Hearing Officer Elan Lambert to revisit the issue of repair vs. capital improvement. Or, did the Appeals Board want Ms. Lambert to determine whether or not our paperwork supporting the capital improvement request was in order. I believe the confusing issue comes down to the last sentence in the Appeal Board's decision directing her to "provide the proper analysis. Could I and Ms. Lambert both please get clarification from the board?"

As this matter is currently pending before Hearing Officer Lambert, it is not appropriate for me to comment on it. When Ms. Lambert issues her hearing decision, you may file an appeal to the Board if you disagree with her decision.

Sincerely,

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

PROOF OF SERVICE

Case Number L18-0127

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

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

Document Included

Letter

Owner Representative

Steven Pelly

Millsmont Properties, LLC

P.O. Box 8422

Berkeley, CA 94707

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

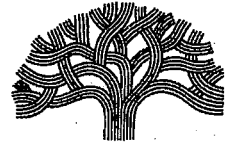
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 13, 2019** in Oakland, CA.



Ava Silveira

Oakland Rent Adjustment Program

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

December 12, 2019

Steven Pelly
Building Manager
Millsmont Properties, LLC
P.O. Box 8422
Berkeley, CA 94707

Case Name: Pelly v. Tenants

Case Number: L18-0127

Property Address: 3424 64th Avenue, Oakland, CA

Re: Letter Re Remand Hearing

Dear Mr. Pelly:

I am responding to your letter dated December 4, received on December 9, 2019, requesting the Board's opinion "as to whether or not the July 25, 2019, decision required Hearing Officer Elan Lambert to revisit the issue of repair vs. capital improvement. Or, did the Appeals Board want Ms. Lambert to determine whether or not our paperwork supporting the capital improvement request was in order. I believe the confusing issue comes down to the last sentence in the Appeal Board's decision directing her to "provide the proper analysis. Could I and Ms. Lambert both please get clarification from the board?"

As this matter is currently pending before Hearing Officer Lambert, it is not appropriate for me to comment on it. When Ms. Lambert issues her hearing decision, you may file an appeal to the Board if you disagree with her decision.

Sincerely,

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

000292

PROOF OF SERVICE

Case Number L18-0127

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

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

Document Included

Letter

Owner Representative

Steven Pelly

Millsmont Properties, LLC

P.O. Box 8422

Berkeley, CA 94707

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 13, 2019** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

000293

Millsmont Properties, LLC

RECEIVED

PO Box 8422
Berkeley, CA 94707
(201) 317-9333
Email: stevenpelly@gmail.com

DEC -9 2019
RENT ADJUSTMENT PROGRAM
OAKLAND

December 4, 2019

Housing Residential Rent and Relocation Board
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-2043

RE: Case L18-0127 – Pelly vs. Tenants

Attn: Chanee Franklin Minor

I am writing to you after meeting with Elan Consuela Lambert yesterday as a result of the HRRRB appeal decision on July 25, 2019.

Virtually all of our discussion yesterday was centered upon whether or not replacing an entire building's roof because of a minor leak in 0.003 (3/10th's of 1% of the 1,795sq. ft. roof) constituted a capital improvement.

No other part of the roof had ever experienced leaking according to the tenants.

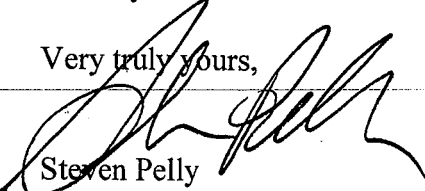
I believe it was Ms. Lambert's interpretation that the board wished for her to reconsider whether or not replacement of the entire roof was a capital improvement.

It is my understanding that the decision of the Appeal Board directed Ms. Lambert to determine "the proper analysis to support the capital improvement pass through," which I interpreted to mean that all RAP notices, business certificates, taxes, etc. were up to date, paid on time and properly served to tenants on time – which they were.

May we please have the Board's opinion as to whether or not the July 25, 2019 decision required her to revisit the issue of repair vs. capital improvement. Or, did the Appeals Board want Ms. Lambert to determine whether or not our paperwork supporting the capital improvement request was in order. I believe the confusing issue comes down to the last sentence in the Appeal Board's decision directing her to "provide the proper analysis." Could I and Ms. Lambert both please get a clarification from the board?

Thank you.

Very truly yours,


Steven Pelly
Building Manager

Cc: Elan Consuela Lambert

000294



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA RELAY 711

**Housing, Residential Rent
and Relocation Board (HRRRB)**

APPEAL DECISION

CASE NUMBER: L18-0127, Pelly v. Tenants
APPEAL HEARING: July 25, 2019
PROPERTY ADDRESS: 3424 64th Avenue,
Oakland, CA
APPEARANCES: Steven Pelly, Owner Appellant Representative
Beatriz Torrez, Tenant Appellee
Marian McNairy, Tenant Appellee

Procedural Background

The owner filed a petition for approval of a rent increase based on capital improvements for replacement of a roof. The hearing decision stated that he failed to provide evidence 14 days prior to the hearing and there was no evidence that he paid the RAP program fees for 2018 and 2019. The hearing officer denied the capital improvement pass-through on the grounds that the roof replacement constituted deferred maintenance.

Grounds for Appeal

The owner filed an appeal on the following grounds:

1. He did not fail to provide evidence 14 days prior to the hearing and was instructed by RAP staff to bring relevant documents to the hearing which he did;

The owner contended that he provided signed RAP notices and evidence of paid RAP fees going back to 2014 within 3 hours of the request at the hearing.

He stated that the 2019 RAP fees were not delinquent until March 1, 2019, and the hearing was on February 6, 2019. He contended that the roof replacement was not the result of deferred maintenance.

Tenant Beatriz Torrez contended that she has been a tenant for 11 years and there were prior problems with roof leaks in her unit.

Tenant McNairy stated this is an old building and the repairs were a necessity.

Appeal Decision

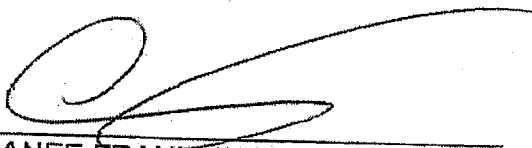
After arguments made by the parties, questions and Board discussion, R. Stone moved to reject the hearing officer's decision and return to the hearing officer with instruction to approve the capital improvement pass through and calculate the imputed interest according to the Ordinance. T. Williams seconded.

After discussion R. Stone restated the motion to remand to the hearing officer to approve the capital improvement and consider the evidence submitted as to whether there was substantial evidence to support the capital improvement pass-through. If so, recalculate the amount of the pass-through, including imputed interest, according to the Rent Ordinance. T. Williams seconded.

T. Hall offered a friendly amendment, which was accepted, that approval of the pass through is subject to the hearing officer providing the proper analysis to support the capital improvement pass-through.

Aye: T. Hall, R. Stone, J. Warner, A. Graham, T. Williams, K. Friedman
Nay: R. Auguste
Abstain: 0

The motion carried.



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

8/21/19

DATE

Millsmont Properties, LLC

PO Box 8422
Berkeley, CA 94707
(201) 317-9333
Email: stevenpelly@gmail.com

RECEIVED

DEC -9 2019

**RENT ADJUSTMENT PROGRAM
OAKLAND**

December 4, 2019

Housing Residential Rent and Relocation Board
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-2043

RE: Case L18-0127 – Pelly vs. Tenants

Attn: Chance Franklin Minor

I am writing to you after meeting with Elan Consuela Lambert yesterday as a result of the HRRRB appeal decision on July 25, 2019.

Virtually all of our discussion yesterday was centered upon whether or not replacing an entire building's roof because of a minor leak in 0.003 (3/10th's of 1% of the 1,795sq. ft. roof) constituted a capital improvement.

No other part of the roof had ever experienced leaking according to the tenants.

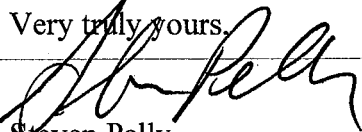
I believe it was Ms. Lambert's interpretation that the board wished for her to reconsider whether or not replacement of the entire roof was a capital improvement.

It is my understanding that the decision of the Appeal Board directed Ms. Lambert to determine "the proper analysis to support the capital improvement pass through," which I interpreted to mean that all RAP notices, business certificates, taxes, etc. were up to date, paid on time and properly served to tenants on time – which they were.

May we please have the Board's opinion as to whether or not the July 25, 2019 decision required her to revisit the issue of repair vs. capital improvement. Or, did the Appeals Board want Ms. Lambert to determine whether or not our paperwork supporting the capital improvement request was in order. I believe the confusing issue comes down to the last sentence in the Appeal Board's decision directing her to "provide the proper analysis." Could I and Ms. Lambert both please get a clarification from the board?

Thank you.

Very truly yours,


Steven Pelly
Building Manager

Cc: Elan Consuela Lambert

000297



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA RELAY 711

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: L18-0127, Pelly v. Tenants

APPEAL HEARING: July 25, 2019

PROPERTY ADDRESS: 3424 64th Avenue,
Oakland, CA

APPEARANCES: Steven Pelly, Owner Appellant Representative
Beatriz Torrez, Tenant Appellee
Marian McNairy, Tenant Appellee

Procedural Background

The owner filed a petition for approval of a rent increase based on capital improvements for replacement of a roof. The hearing decision stated that he failed to provide evidence 14 days prior to the hearing and there was no evidence that he paid the RAP program fees for 2018 and 2019. The hearing officer denied the capital improvement pass-through on the grounds that the roof replacement constituted deferred maintenance.

Grounds for Appeal

The owner filed an appeal on the following grounds:

1. He did not fail to provide evidence 14 days prior to the hearing and was instructed by RAP staff to bring relevant documents to the hearing which he did;

The owner contended that he provided signed RAP notices and evidence of paid RAP fees going back to 2014 within 3 hours of the request at the hearing.

He stated that the 2019 RAP fees were not delinquent until March 1, 2019, and the hearing was on February 6, 2019. He contended that the roof replacement was not the result of deferred maintenance.

Tenant Beatriz Torrez contended that she has been a tenant for 11 years and there were prior problems with roof leaks in her unit.

Tenant McNairy stated this is an old building and the repairs were a necessity.

Appeal Decision

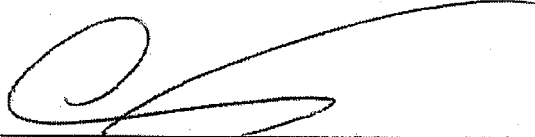
After arguments made by the parties, questions and Board discussion, R. Stone moved to reject the hearing officer's decision and return to the hearing officer with instruction to approve the capital improvement pass through and calculate the imputed interest according to the Ordinance. T. Williams seconded.

After discussion R. Stone restated the motion to remand to the hearing officer to approve the capital improvement and consider the evidence submitted as to whether there was substantial evidence to support the capital improvement pass-through. If so, recalculate the amount of the pass-through, including imputed interest, according to the Rent Ordinance. T. Williams seconded.

T. Hall offered a friendly amendment, which was accepted, that approval of the pass through is subject to the hearing officer providing the proper analysis to support the capital improvement pass-through.

Aye: T. Hall, R. Stone, J. Warner, A. Graham, T. Williams, K. Friedman
Nay: R. Auguste
Abstain: 0

The motion carried.



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

8/21/19

DATE

Rent Adjustment Program
List of Hearing Exhibits

Case Number/File Name:

L18-0127 Pelly v. Tenants

Date: December 3, 2019

Exhibit #	Date	Description	From Page#	To Page#	ADMITTED INTO EVIDENCE?		Objection?
					YES	NO	
AA		Owner Business License 2019					YES NO
BB		Owner RAP Fee 2019					YES NO
CC		Deed					YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO
							YES NO

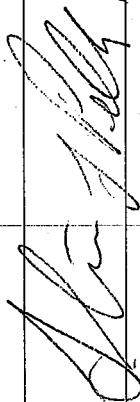
**City of Oakland
Rent Adjustment Program**

Statement of Appearance and Oath

Date of Hearing: 3 December 2019

Case Number and Name: L18-0127 Pelly v. Tenants

I am appearing at the Rent Adjustment hearing in the case written above before the City of Oakland Rent Adjustment Program on the above date. I hereby swear or affirm that any testimony that I give in the hearing in the above-entitled matter shall be the whole truth, under penalty of perjury, pursuant to the laws of the State of California.

NAME (SIGNATURE)	PRINT NAME	CAPACITY*
	Steven Pelly	BIPG. MNGR.

000301

*Tenant, Landlord, Landlord Agent, Tenant Witness, Landlord Witness, Attorney, Non-Attorney Representative, Other



Steve Pelly <stevenpelly@gmail.com>

L18-0127, Pelly Vs. Tenants

1 message

Steve Pelly <millsmontproperties@gmail.com>
To: CFranklinMinor@oaklandca.gov

Wed, Oct 9, 2019 at 11:12 AM

Re: 3424 64th Avenue Place, Oakland, CA 94605

Following my Appeal hearing with the HRRB on July 25, 2019 I received a decision stating the board had approved our capital improvement rent increase. We put a new roof on the building captioned above in June of 2018, and submitted all paperwork for the rent increase in July of 2018.

In checking the Rent Adjustment Program website today, we saw another meeting hearing scheduled for October 22, 2019 by Elan Consuela Lambert. We called the RAP Board today to find out why we have not received our rent increase, and why another hearing has been scheduled.

We were told to call Margaret Sullivan. When she called back, she said she was unable to comment as to the reason for the meeting or the reason we haven't been sent paperwork to implement our increase. She also admitted we have not been sent a letter yet to explain why another meeting is scheduled.

We are hoping to avoid litigation with the City of Oakland over this matter, but we feel we are entitled to have the July, 2019 HRRB Appeal decision implemented by now, as the *interest alone* on the money we borrowed from PNC Bank to replace the roof is over \$1,300 every year.

We could have repaired the roof for a few hundred dollars, instead of replacing it for \$16,400. The tenants now have a new roof that saves them money on their heating bills that they individually pay for, and the new roof keeps their apartments cooler in summer.

We feel these delays are unwarranted.

Please have someone from RAP *who has authority* call us to explain the delays and the reason for another meeting on October 22, 2019. Margaret Sullivan said everyone who knows anything about this matter at the RAP office is out this week.

My personal telephone number is 201-317-9333.
-Steven Pelly, Building Manager.

Thank you.

000302

Millsmont Properties, LLC

PO Box 8422
Berkeley, CA 94707
(201) 317-9333

Email: millsmontproperties@gmail.com

RECEIVED
OCT - 3 2019
CITY OF OAKLAND
COMMUNITY DEVELOPMENT DEPARTMENT

Ms. Elan Consuela Lambert
RAP Hearing Officer
City of Oakland Housing and Community Development Department
Rent Adjustment Program
250 Frank H. Ogawa Plaza-Suite 5313
Oakland, CA 94612

October 3, 2019

Re: Case # L18-0127, "Pelly vs. Tenants"
Property Address: 3424 64th AVENUE PLACE,
Oakland, CA 94605 - 4 Unit building

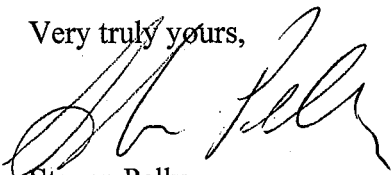
Dear Ms. Lambert:

We received notice from the U.S. Postal Service that the letter we sent you regarding our Capital Improvement case was received at your office on September 30, 2019. (Enclosed is a copy of our previous letter and Return Receipt.)

Please call, email or write to us at our office with the status of our case. Our contact information is provided above.

If we fail to hear from you or someone from your office regarding this matter which was originally filed in July, 2018, we will have no choice but to seek legal action.

Very truly yours,



Steven Pelly
Building Manager

Cc: Libby Schaaf, City of Oakland, Office of the Mayor
1 Frank H. Ogawa Plaza
3rd Floor
Oakland, CA 94612

000303

Millsmont Properties, LLC

PO Box 8422

Berkeley, CA 94707

(201) 317-9333

Email: millsmontproperties@gmail.com

Ms. Elan Consuela Lambert
RAP Hearing Officer
City of Oakland Housing and Community Development Department
Rent Adjustment Program
250 Frank H. Ogawa Plaza-Suite 5313
Oakland, CA 94612

September 25, 2019

Re: Case # L18-0127, "Pelly vs. Tenants"
Property Address: 3424 64th AVENUE PLACE,
Oakland, CA 94605 -- 4 Unit building

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear Ms. Lambert:

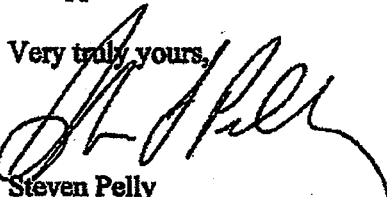
More than 60 days have passed since we were granted a Capital Improvement increase.

We are currently paying over \$1,300 a year in interest alone for the bank loan we procured so that the tenants in the above captioned building could have a new roof.

The roof was installed more than one year ago (June, 2018).

When can we expect you to be finished with your paperwork so that we may implement our approved increase?


Very truly yours,



Steven Pelly
Building Manager

Cc: Libby Schaaf, City of Oakland, Office of the Mayor
1 Frank H. Ogawa Plaza
3rd Floor
Oakland, CA 94612

000304

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature: <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): <i>[Signature]</i> C. Date of Delivery: <i>9/28/12</i></p>
<p>1. Article Addressed to:</p> <p><i>Elan Consuela Lambert RAP Hearing Officer City of Oakland Housing and Comm. Development Dept. Rent Adjustment Program 250 Frank H. Ogden Plaza, Ste Oakland, CA 94612</i></p>  <p>9590 9402 3146 7166 1303 29</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7018 1830 0000 2220 7003</i></p>	<p>Mail Restricted Delivery (M)</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

000305

Millsmont Properties, LLC

PO Box 8422

Berkeley, CA 94707

(201) 317-9333

Email: millsmontproperties@gmail.com

RECEIVED

SEP 30 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

Ms. Elan Consuela Lambert
RAP Hearing Officer
City of Oakland Housing and Community Development Department
Rent Adjustment Program
250 Frank H. Ogawa Plaza-Suite 5313
Oakland, CA 94612

September 25, 2019

Re: Case # L18-0127, "Pelly vs. Tenants"
Property Address: 3424 64th AVENUE PLACE,
Oakland, CA 94605 – 4 Unit building

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dear Ms. Lambert:

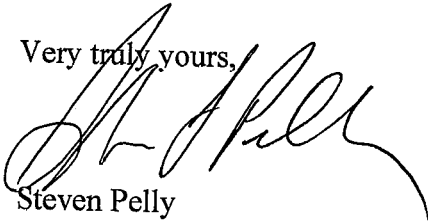
More than 60 days have passed since we were granted a Capital Improvement increase.

We are currently paying over \$1,300 a year in interest alone for the bank loan we procured so that the tenants in the above captioned building could have a new roof.

The roof was installed more than one year ago (June, 2018).

When can we expect you to be finished with your paperwork so that we may implement our approved increase?

Very truly yours,



Steven Pelly
Building Manager

Cc: Libby Schaaf, City of Oakland, Office of the Mayor
1 Frank H. Ogawa Plaza
3rd Floor
Oakland, CA 94612

000306

Millsmont Properties, LLC
PO Box 8422
Berkeley, CA 94707
Tel. 201-317-9333

RECEIVED

JUL 29 2019

**RENT ADJUSTMENT PROGRAM
OAKLAND**

Ms. Elan Consuela Lambert,
RAP Hearing Officer
City of Oakland Housing and Community Development Department
Rent Adjustment Program
250 Frank Ogawa-Suite 5313
Oakland, CA 94612

July 26, 2019

Re: Case #L18-0127 ("Pelly Vs. Tenants")
Request for Capital Improvement Rent Increase-new roof
Property Address: 3424 64th AVENUE PLACE
Oakland, CA 94605-4 unit building

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Dear Ms. Lambert:

Our case was heard by the RAP appeals board last night at City Hall.

We previously showed you and previously submitted all of the attached documents which you should have in your file.

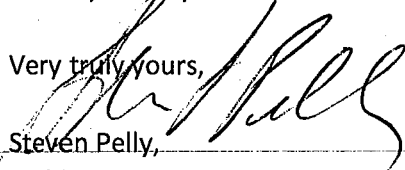
In case your file is missing any documents, duplicates of the following are attached:

1. Reroofing Certificate #R1801126-City of Oakland
2. Williams Roofing signed contract dated 12/5/17
3. Williams Roofing description of work performed and completed dated 6/11/18
4. Front and back of our cancelled check for \$16,400 dated 6/6/18 and cashed 6/14/18.
5. 3 years of RAP notices signed by all 4 tenants (2019, 2018, 2017) for Apts. A,B,C,D
6. 3 years of proof of payment to the City of Oakland for annual RAP fees
7. 3 years of proof of payment to the City of Oakland for annual Business Tax Certificate.

If there is any other documentation that is missing from your file please advise us. You may reach me at telephone number 201-317-9333.

Thank you for your attention in this matter.

Very truly yours,


Steven Pelly,
Building Manager

000307

Planning and Building Department

250 Frank H. Ogawa Plaza
2nd Floor, Suite 2114
Oakland, CA 94612
Tel. (510) 238-3443
Fax (510) 238-2263
Hours:
8 am-4pm M,Tu,Th,F
9:30 am-4 pm Wed

City of Oakland

Planning and Building Department

250 Frank H. Ogawa Plaza
510-238-4774

PERMIT APPLICATION WORKSHEET

NOTE. APPLICANTS WITH INCOMPLETE WORKSHEETS MAY BE ACCURATE INFORMATION MAY LEAD TO SUSPENSION OF THE PERMIT. YOU MAY BE REQUIRED, i.e., Electrical, Plumbing, Mechanical, Sewer, Obstruction.

844 Access Permit
Permit Number: R1801126

Fee
Installation/Registration/Inspection Certificate Fee

Record Management & Tech Enhancement Fee

Payer Name: MILLSMONT PROPERTIES LLC

SubTotal: 34.43
Total: 34.43

Check
Other : 3424 64TH AVE
Number : 1264

11/26/2018 08:24
#0925126 /77/24

Thank You

		SCHOOL FEE (SF)	ADDRESS FEE
YES	SIGN	Commercial \$0.56	\$154.91
		Residential \$3.48	\$56.23
		Change of Address for Any Occupancy \$403.92	
AIR (3) ADDITION (4) CELL SITE (5) ALTERATION /T.I. SOLAR PANELS (SE) (8) RETROFIT (9) C.O./S.A. (10) CHANGE IN USE			
YES OTHER IF YES, INDICATE PERMIT #, PLANNING CASE FILE #. NO OR COMPLAINT #:			
NO		ASSESSOR'S PARCEL NO.	
Oakland, CA 94605		37-A-2751-27	

RE-ROOFING CERTIFICATE

Issued Date:

Application Number:

Site Address:

Assessor Parcel Number:

Project Description:

Description of Roofing System:

Roofing System Fire Class Rating:

R1801126
3424 64TH AVENUE PL
037A275102700

RE-ROOFING CERT-OBSTRUCTION PERMIT FOR: CURBSIDE PARKING-OBSTRUCT SIDEWALK/STREET (SCAFFOLDING, FENCING, DUMPSTERS, ETC.) SEPARATE BUILDING PERMIT REQUIRED FOR: STRUCTURAL CHANGES

Name	Applicant	Address	Phone	License #
Owner: MILLSMONT PROPERTIES LLC		PO BOX 3422 BERKLEY, CA		
Owner-Agent: MILLSMONT PROPERTIES LLC	X	PO BOX 3422 BERKELEY, CA	2013179333	

TOTAL FEES TO BE PAID AT ISSUANCE: 34.43

0.00

000308
Recrd Mangmnt & Tech Enhanc 4.43



Proposal and Contract

Date 12/4/2017

License # 687391

42683 Brantwood Ct. Fremont, CA 94538

Phone 510-623-1424

Fax 510-623-0424

Proposal submitted to:	Job site address (if not the same):
Steven Pelly 3424 64th Ave. Pl. Oakland, Ca	3424 64th Ave. Pl. Oakland, CA

Williams Roofing hereby proposes to furnish the materials and perform the labor necessary for the completion of:

- Remove all deleted satellite Dishes
- Remove all Loose debris by pressure washing entire roofing system.
- Install (5) New Drop Outlets and (2) New downspouts.
- Spray apply a primer as needed
- Spray apply a nominal 1.5" of Polyurethane Foam over entire roofing system.
- Spray apply 2 Coats of a 108fs white elastomeric roof coating at the rate of 1.5 Gallons per 100 Sq. Ft.. for a total of 3 gallons per 100 sq. Ft.
- Install New Metal Nosing as needed.
- Clean all roofing materials and debris from job site.
- Ten year guarantee on all labor.
- All permits to be obtained by Williams Roofing.
- All accounts are due and payable within 10 days upon completion of work, Delinquent accounts will be subject to interest, All collection and attorney fees will be charged

Payment due upon completion of job. **Total \$16,400.00**

Material is guaranteed to be as specified and the above work will be performed and completed in a substantial workmanlike manner for the total amount stated. Any alteration or deviation from the specifications stated involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon no delays beyond our control. Worker's Compensation and liability insurance for the above work is carried by Williams Roofing.

Respectfully submitted by Williams Roofing

This proposal may be withdrawn by Williams Roofing if not accepted within 15 days.

"NOTICE TO OWNER"

(Section 7018.5-Contractors License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman, or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. Williams Roofing is authorized to do the work as specified. Payment will be made as noted above.

Signature *[Signature]* Date 12/5/17

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, PO Box 26000, Sacramento, CA 95827.

000309

Williams Roofing

42683 Brantwood Ct.
Fremont, CA 94538

Invoice

Date	Invoice #
6/11/2018	37959

Bill To
Steven Pelly 3424 64th Ave. Pl. Oakland, Ca

P.O. No.	Terms	Project
	Due Upon Completion	

Quantity	Description	Rate	Amount
	Remove all deleted satellite Dishes Remove all Loose debris by pressure washing entire roofing system. Install (5) New Drop Outlets and (2) New downspouts. Spray apply a primer as needed Spray apply a nominal 1.5" of Polyurethane Foam over entire roofing system. Spray apply 2 Coats of a 108fs white elastomeric roof coating at the rate of 1.5 Gallons per 100 Sq. Ft. for a total of 3 gallons per 100 sq. Ft. Install New Metal Nosing as needed. Clean all roofing materials and debris from job site. Ten year guarantee on all labor. All permits to be obtained by Williams Roofing. All accounts are due and payable within 10 days upon completion of work, Delinquent accounts will be subject to interest, All collection and attorney fees will be charged	16,400.00	16,400.00
Payment due upon completion of job.		Total	\$16,400.00

000310

00000

<p>MILLSMONT PROPERTIES, LLC P.O. BOX 8422 BERKELEY, CA 94707</p>	<p>THE MECHANICS BANK 377 ARLINGTON AVENUE KENSINGTON, CA 94708 925-327-3223 90-303/1211</p>	<p>1240</p> <p>8/6/2018</p>
--	---	------------------------------------

PAY TO THE ORDER OF Williams Roofing

\$ 16,400.00

Sixteen Thousand Four Hundred and 00/100

DOLLARS

Williams Roofing
 42853 Brantwood Court
 Fremont, CA 94538

MEMO
 For work at 3424 64th Ave. Place, Oakland, CA 946

[Signature]
 AUTHORIZED SIGNATURE

⑈001240⑈ 4121102036⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

00000

<p>001240</p> <p>4121102036</p>	<p>06/14/18</p> <p>813989</p>
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Seq: 182
 Batch: 813989
 Date: 06/14/18

Sen: 88182 06/14/18
 RAT: 813989 CC: 3189988536
 RT: 91 RTTS: Jacksonville PT
 BC: Fremont-Irvington BC CA4-144

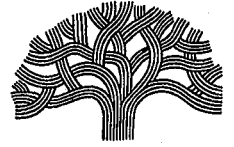
000311

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ELECTRONIC DEPOSIT ONLY

PAY TO THE ORDER OF
 BANK OF AMERICA
 FREMONT, CA 94538-4338
 FOR DEPOSIT ONLY
 STEVE WILLIAMS, INC.

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
 FOR FEDERAL RESERVE DEPOSIT ONLY



Housing and Community Development Department
Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER: L18-0127, Pelly v. Tenants
PROPERTY ADDRESS: 3424 64th Avenue Place
Oakland, CA
DATE OF HEARING: February 6, 2019
DATE OF DECISION: March 15, 2019
DATE OF REMAND HEARING: December 3, 2019
DATE OF REMAND DECISION: February 28, 2020
APPEARANCES: Steven Pelly, Representative for Owner

PROCEDURAL HISTORY

A Hearing, in this case, was held on February 6, 2019. A Hearing Decision was issued on March 15, 2019. The Decision denied the owner’s claim for approval of a Capital Improvement passthrough. The landlord filed an Appeal, and on August 21, 2019, the Board remanded the matter to determine whether there was substantial evidence to support the capital improvement and, if so, to recalculate the amount of the pass-through.

SUMMARY OF DECISION

The Landlord’s petition is denied.

//

//

BACKGROUND

The landlord filed the petition on July 9, 2018, to obtain approval of a capital improvement rent increase. The owner alleged that the capital improvement was a new roof costing \$23,360.40.

The tenant in Unit C filed a timely response to the petition and appeared at the hearing.

ISSUE(S) PRESENTED

1. Is there substantial evidence to support the capital improvement pass-through?
2. Can the owner increase the rent based on capital improvement, and if yes, in what amount?

EVIDENCE

They acquired the building in January 2014.

He testified that it was his understanding of the Appeal Decision was that it approved the capital improvement pass through.

He testified that he had five different roofers come to the subject property and provide estimates of the roof at the subject property. According to his testimony, the estimators all indicated that the roof would last five to ten additional years.¹

He testified that the roof was properly.

He testified that he had documentation for the tar purchased originally to repair the roof and that one of the roofers suggested replacing the roof and filing for a capital improvement increase if they were going to hold onto the building. In response, he called the City of Oakland and obtained the paperwork to file a petition for an increase based upon capital improvements. He signed the contract and had the roof repaired six months later.

¹ The witness did not provide any documentation that the roof would have last 5 to 10 additional years.

He testified that he had been a licensed real estate agent in the United States since 1986. He testified that he holds a California Real Estate license as a Salesperson². The roof was repaired twice. The portion of the roof that was successfully once, and then it was repaired successfully about a year and a half later. He explained that even though he characterized the first repair as successful, that leveling the gravel was insufficient and that a subsequent repair had to be undertaken. He testified that he doesn't know why the roof had to be repaired twice.

He testified that the tenant reported a leak in apartment A in 2015. An examination of the roof located one slightly low spot in a flat roof one foot by six-foot-long just above the joining between apartments A and B and was leveled with gravel and tar. There was no further leaking or any reports of leaking on that roof at that time. Then two years later, in late 2017, after extremely heavy rain, apartments A and B reported small leaks in the same spot previously repaired. An examination of the roof noted again the gravel settled unevenly after the heavy rains and allowed the tar to become exposed, causing puddling.

He testified that to his knowledge, roofs are normally pitched, allowing some sort of drainage; with flat roofs, drainage is not possible. In the process of aging and earthquakes, the gravel settles, causing puddling on the roof. Once the gravel settles again, the water puddles, which causes further leaking.

He testified that he went up on the roof at least ten times dealing with the problem, but he was not a roofing expert. In anticipation of the upcoming rain, he decided to replace the roof. He signed the contract in December 2017, and the roof was replaced in June 2018.

He testified that he would never have purchased the repair supplies if it was not his intention to repair the roof. He clarified that the leak was very, very small as it was only a drip and that it was not torrents of water. He also testified their intention was originally was to repair the roof and that they decided to replace the entire roof, just to be done with it.

He testified that the prior owner lived in apartment A and had not done any repairs to the building for several years. In contrast, he indicated that he had done a good job of taking care of the building.

//

² The witness did not provide any documentation for licensing in the State of California.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvements

Capital improvement costs may justify a rent increase in excess of the C.P.I. Rent Adjustment. Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.³

Items defined as capital improvements will be given a useful life period of 5 years or more, and the total costs shall be amortized over that time period unless the rent increase using this amortization would exceed 10% of the existing rent. Whenever a capital improvement rent increase alone or with any other rent increases would exceed 10% or 30% in 5 years, the excess can only be recovered by extending the amortization period in yearly increments sufficient to cover the excess.

The dollar amount of the capital improvement rent increase shall be removed from the rent in the sixty-first month or at the end of an extended amortization period. A maximum of 70% of the total cost for the capital improvement may be passed through to the tenant.

To be considered a capital improvement, the improvement has to be completed.⁴ The Oakland Building Code provides that "all construction work for which a permit is required shall be subject to inspection by the Building Official."⁵ Without a permit, the work cannot be said to have been "completed."

The Board has held that if a construction project required a permit, then a capital improvement rent increase cannot be granted for costs expended on that project for which there was no permit. See Falcom v. Bostrum, Case No. T13-0279 & Ludwig v. Tenants, Case No. L16-0038.

The California Building Code⁶, which has been incorporated into the Oakland Building Codes, lists the types of work for which no permit is required. Installation of a new roof is not one of the listed items. Therefore, a Building Permit was required for the installation of the subject roof.

³ Oakland Municipal Code Section 8.22.070(C)

⁴ Regulations Appendix, Section 10.2.1

⁵ Oakland Municipal Code Section 15.08.140

⁶ Section 105

Deferred Maintenance: The Regulations state that the following may not be considered as capital improvements:

- a. Costs for work or portion of work that could have been avoided by the landlord's exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement.
 - i. Among the factors that may be considered in determining if the landlord knew or reasonably should have known of the problem that caused the damage:
 - (a) Was the condition leading to the repairs outside the tenant's unit or inside the tenant's unit?
 - (b) Did the tenant notify the landlord in writing or use the landlord's procedures for notifying the landlord of conditions that might need repairs?
 - (c) Did the landlord conduct routine inspections of the property?
 - (d) Did the tenant permit the landlord to inspect the interior of the unit?
 - ii. Examples:
 - (a) A roof leaks and, after the landlord knew of the leak, did not timely repair the problem, and leak causes ceiling or wall damage to units that could have been avoided had the landlord acted timely to make the repair. In this case, replacement of the roof would be a capital improvement, but the repairs to the ceiling or wall would not be.
 - (b) A problem has existed for an extended period of time visible outside tenants' units and could be seen from a reasonable inspection of the property, but the landlord's agents either had not inspected the property for an unreasonable period of time or did not exercise due diligence in making such inspections. In such a case, the landlord should have reasonably known of

the problem. Annual inspections may be considered a reasonable time period for inspections depending on the facts and circumstances of the property, such as age, condition, and tenant complaints.

iii. Burden of Proof

(a) The tenant has the initial burden to prove that the landlord knew or should have reasonably known of the problem that caused the repair.

(b) Once a tenant meets the burden to prove the landlord knew or should have reasonably known, the burden shifts to the landlord to prove that the landlord exercised reasonable diligence in making timely repairs after the landlord knew or should have known of the problem.⁷

It is found that the tenant in unit A reported the roof leaking as early as 2015, yet a new roof was not installed until June 2018.

Applying the language in the Regulations cited above, it is clear that the owner knew that there was a problem with water entry in 2015, if not earlier. Therefore, the burden has shifted to the owner to prove that reasonable diligence was exercised. The testimony by the owner's representative was that the prior owner lived in apartment A and had not done any repairs to the building for several years. Accordingly, the current owner was aware of water entry and the prior owner's deferred maintenance.

The uncontradicted evidence is that the roof needed repair. Further, the testimony of the current owner that the prior owner neglected the building is credited. It is found that neither the previous or current owner acted diligently in repairing the leaking roof for over three years. Accordingly, the owner has not sustained his burden of proof. It is further found that the new roof was a repair. Accordingly, as a repair, it cannot be a capital improvement. Therefore, the owner's petition is denied.

ORDER

1. Petition L19-0127 is denied.

⁷ Regulations Appendix, Section 10.2.2(4)

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: February 28, 2020



Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

000318

PROOF OF SERVICE

Case Number L18-0127

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

Remand Hearing Decision

Owner

Millsmont Properties, LLC
PO Box 8422
Berkeley, CA 94707

Owner Representative

Steven Pelly
P.O. Box 8422
Berkeley, CA 94707

Tenant(s)

Beatriz Torress
3424 64th Avenue Place #A
Oakland, CA 94605

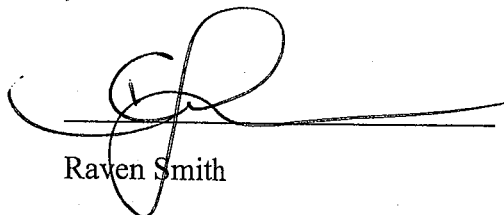
Randolph Brown
3424 64th Avenue Place #D
Oakland, CA 94605

Marian McNairy
3424 64th Avenue Place #B
Oakland, CA 94605

Shavonnee Clark
3424 64th Avenue Place #C
Oakland, CA 94605

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 2, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000319

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

CASE NUMBER: L18-0127, Pelly v. Tenants

PROPERTY ADDRESS: 3424 64th Avenue Place, Oakland, CA

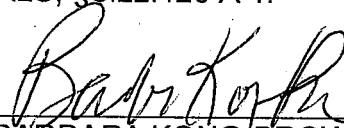
Re: Appeal Dated December 30, 2019, by Steven Pelly

To: All Parties:

Mr. Pelly, Building Manager of Millsmont Properties, LLC, filed an appeal on December 30, 2019, requesting an appeal to the Rent Board about a pending hearing decision.

The appeal is dismissed as an appeal may be not filed until issuance of the hearing decision, not before. See O.M.C. APPEALS, §8.22.120 A 1.

DATE 1/27/20


BARBARA KONG-BROWN, ESQ.
SENIOR HEARING OFFICER
RENT ADJUSTMENT PROGRAM

Steven Pelly, Property Manager

Millsmont Properties, LLC
Post Office Box 8422
Berkeley, CA 74707
Telephone 201-317-9333
Fax Line 510-356-4202
Email Stevenpelly@gmail.com

PROOF OF SERVICE
Case Number L18-0127

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

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

Documents Included

Appeal Response

Owner

Millsmont Properties, LLC
PO Box 8422
Berkeley, CA 94707

Owner Representative

Steven Pelly
P.O. Box 8422
Berkeley, CA 94707

Tenant(s)

Beatriz Torress
3424 64th Avenue Place #A
Oakland, CA 94605

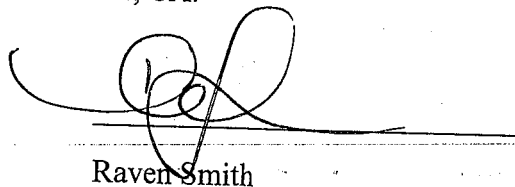
Randolph Brown
3424 64th Avenue Place #D
Oakland, CA 94605

Marian McNairy
3424 64th Avenue Place #B
Oakland, CA 94605

Shavonnee Clark
3424 64th Avenue Place #C
Oakland, CA 94605

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

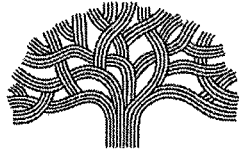
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 28, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000321



CITY OF OAKLAND

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

RECEIVED

For this stamp

DEC 30 2013

RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL

Appellant's Name Millsmont Properties, LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 3424 64th Avenue Place, Oakland, CA 94605			
Appellant's Mailing Address (For receipt of notices) PO Box 8422 Berkeley, CA 94707		Case Number L18-0127	Date of Decision appealed
Name of Representative (if any) Steven Pelly, Property Manager		Representative's Mailing Address (For notices) PO Box 8422 Berkeley, CA 94707	

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

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


For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 4.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 12/26, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Beatriz Torres
<u>Address</u>	3424 64th Avenue Place, Apt. A
<u>City, State Zip</u>	Oakland, CA 94605
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

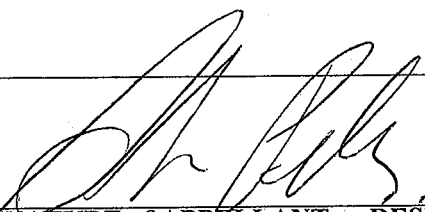
For more information phone (510) 238-3721.

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

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- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
- I declare under penalty of perjury under the laws of the State of California that on 12/26, 20 19. 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	Marian McNairy
Address	3424 64th Avenue Place, Apt. B
City, State Zip	Dakland, CA 94605
Name	
Address	
City, State Zip	

 BLDG THINGIE	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

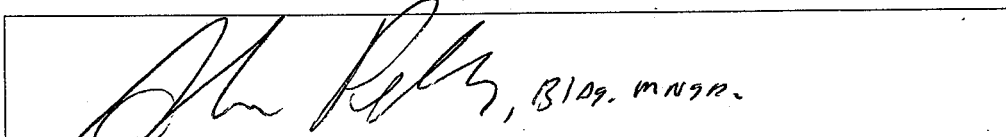
For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
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- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
- I declare under penalty of perjury under the laws of the State of California that on 12/26, 2019. 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	Shavonee Lowe
Address	3424 64th Avenue Place, Apt. C
City, State Zip	Dakland, CA 94605
Name	
Address	
City, State Zip	

	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

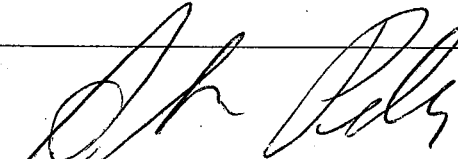
For more information phone (510) 238-3721.

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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 12/26, 2019, 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	Randolph Brown
Address	3424 64th Avenue Place, Apt. D.
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

 BLDG. MGR.	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Millsmont Properties, LLC

PO Box 8422
Berkeley, CA 94707
(201) 317-9333
Email: stevenpelly@gmail.com

December 26, 2019

Housing Residential Rent and Relocation Board
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-2043

RE: Case L18-0127 – Pelly vs. Tenants

Attn: Appeals Board

I am asking for an “emergency” appeal (to be heard at the next Appeal Board hearing meeting) to clarify exactly what the Appeal Board voted for, when I appeared on Thursday, July 25, 2019 at 7 PM at City Hall.

By a vote of 6 to 1 it was my understanding, and the understanding of our tenants, that the Appeals Board voted to allow our requested capital improvement increase, with the caveat [by “friendly” amendment”] that the hearing officer confirm our paperwork to support our application.

We did not get our re-hearing until Tuesday, December 3, 2019, at which time Ms. Elan Consuela Lambert did not ask for additional paperwork, but we spent virtually all of our meeting time revisiting whether or not our roof replacement was a capital improvement. Ms. Lambert understood the Appeal Board decision required her to re-determine if the new roof was or was not a capital improvement.

I wrote to Channee Franklin Minor on December 4, 2019 asking for clarification as to whether or not the Appeals Board had directed Ms. Lambert, to classify the new roof as a capital improvement, subject to our paperwork being in order.

On December 18, 2019 I received the attached response from Barbara Kong-Brown dated December 12, 2019, not from Channee Franklin Minor. In our opinion, we feel the attached letter did not respond to our question.

We paid \$16,000 for this roof as a discretionary capital improvement which we didn't have to do, in July of 2018 (1 ½ years ago), and have been paying over \$1,000/year in bank interest alone plus a portion of the bank loan principal each month. We could have just patched the roof.

By a 6 to 1 vote, did the board decide the new roof was a capital improvement, or did it ask Ms. Elan Consuela Lambert to re-decide if the new roof was a capital improvement?

In asking us to wait until Ms. Lambert renders her decision – perhaps waiting another several months – following our December 3, 2019 meeting with her, we feel it would be both unfair to us and an unfair waste of Ms. Lambert's time. We feel everyone is

000327

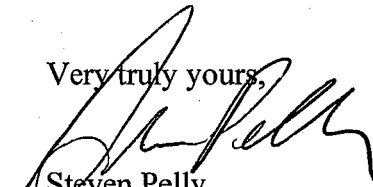
to a clear, unequivocal and timely directive from the Appeals Board, so we may all properly direct our efforts.

Please consider our request. We feel we are being bounced around trying to determine exactly what the Appeals Board decided on July 25, 2019.

Your help and prompt response is really appreciated.

Thank you.

Very truly yours,



Steven Pelly
Property Manager

Cc: Elan Consuela Lambert

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

December 12, 2019

Steven Pelly
Building Manager
Millsmont Properties, LLC
P.O. Box 8422
Berkeley, CA 94707

Case Name: Pelly v. Tenants

Case Number: L18-0127

Property Address: 3424 64th Avenue, Oakland, CA

Re: Letter Re Remand Hearing

Dear Mr. Pelly:

I am responding to your letter dated December 4, received on December 9, 2019, requesting the Board's opinion "as to whether or not the July 25, 2019, decision required Hearing Officer Elan Lambert to revisit the issue of repair vs. capital improvement. Or, did the Appeals Board want Ms. Lambert to determine whether or not our paperwork supporting the capital improvement request was in order. I believe the confusing issue comes down to the last sentence in the Appeal Board's decision directing her to "provide the proper analysis. Could I and Ms. Lambert both please get clarification from the board?"

As this matter is currently pending before Hearing Officer Lambert, it is not appropriate for me to comment on it. When Ms. Lambert issues her hearing decision, you may file an appeal to the Board if you disagree with her decision.

Sincerely,


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

PROOF OF SERVICE

Case Number L18-0127

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

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

Document Included

Letter

Owner Representative
Steven Pelly
Millsmont Properties, LLC
P.O. Box 8422
Berkeley, CA 94707

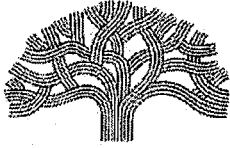
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 13, 2019** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

RECEIVED

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp DEC 30 2019 RENT ADJUSTMENT PROGRAM OAKLAND
		<u>APPEAL</u>

Appellant's Name Millsmont Properties, LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 3424 64th Avenue Place, Oakland, CA 94605		
Appellant's Mailing Address (For receipt of notices) PO Box 8422 Berkeley, CA 94707		Case Number L18-0127
		Date of Decision appealed
Name of Representative (if any) Steven Pelly, Property Manager	Representative's Mailing Address (For notices) PO Box 8422 Berkeley, CA 94707	

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.)*
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 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*


For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 12/26, 2019, 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	Beatriz Torres
Address	3124 64th Avenue Place, Apt. A
City, State Zip	Dakland, CA 94605
Name	
Address	
City, State Zip	

	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

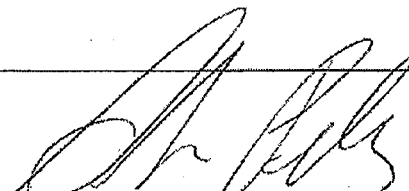
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<u>Name</u>	Marian McNairy
<u>Address</u>	3424 64th Avenue Place, Apt. B
<u>City, State Zip</u>	Dakland, CA 94605
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

 Blago Trivcic	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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Name	Shavonee Lowe
Address	3424 14th Avenue Place, Apt. C
City, State Zip	Dakland, CA 94605
Name	
Address	
City, State Zip	

	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

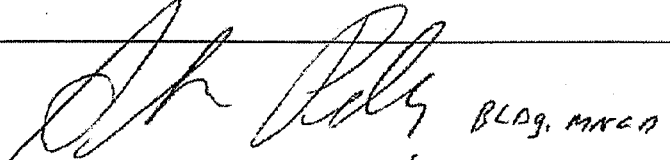
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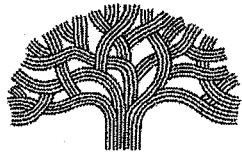
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Name	Randolph Brown
Address	3424 64th Avenue Place, Apt. D.
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	12/26/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.



CITY OF OAKLAND

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

RECEIVED

For date stamp

APR 22 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

APPEAL

Appellant's Name Milksmont Properties, LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 3424 64th Avenue Place, Apt A,B,C,D, Oakland, CA 94605			
Appellant's Mailing Address (For receipt of notices) PO Box 8422 Berkeley, CA 94707		Case Number L18-0127	Date of Decision appealed 4/18/19
Name of Representative (if any) Steven Pelly, Property Manager		Representative's Mailing Address (For notices) PO Box 8422 Berkeley, CA 94707	

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.)
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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 4/19/19, 2019, 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:

and medical extension request

<u>Name</u>	<i>(all next pages, please)</i>
<u>Address</u>	
<u>City, State Zip</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

<i>Stu Kelly</i>	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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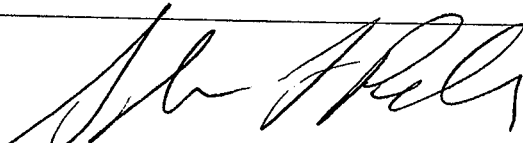
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Name	Beatriz Torrez
Address	3424 64th Avenue Place, Apt A.
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

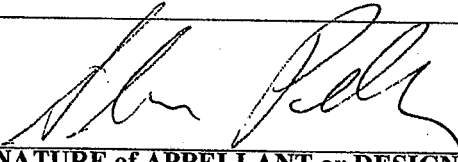
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Name	Marian McNairy
Address	3424 64th Avenue Place, Apt. B
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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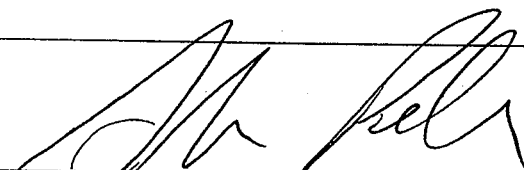
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Name	Shavonnee Clark
Address	3424 64th Avenue Place, Apt. C
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	4/19/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

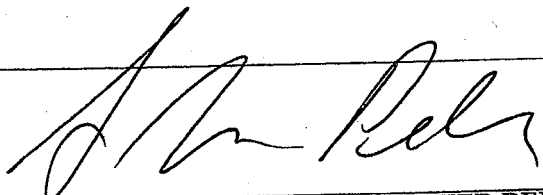
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Name	Randolph Brown
Address	3424 64th Avenue Place, Apt. D
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	<u>4/19/19</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Millsmont Properties, LLC
Box 8422
Berkeley, CA 94708
Email: Millsmontproperties@gmail.com
Bldg. Mngr. Tel.-201-317-9333

Date: April 18, 2019

Re: Case # L18-0127 ("Pelly Vs. Tenants")-

Property Address: 3424 64th Avenue Place, Oakland, CA 94605

City of Oakland
Department of Housing and Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza- Suite 5313
Oakland, CA 94707

Basis for Appeal of Decision to Obtain a Capital Improvement Rent Increase

Note: [Reference]s are to the page numbers of the Hearing Decision

1. [PAGE 1] We never "alleged" that the roof cost was \$23,360.40. We provided a paid bill from the roofer showing that we paid Williams Roofing \$16,400.00 for the roof, and that bank financing was at 7-1/2% when we first filed for the improvement on July 9, 2018, was raised to 8% as of the day of the hearing (February 6, 2019), and is now 8-1/4% (Today, April 18, 2019). The \$16,400 capital improvement bank loan is tied to the Prime Rate, and is thus subject to increases. The difference between \$23,360.40 and \$16,400.00 is the actual interest cost of financing the \$16,400 capital improvement over the ten-year amortization allowed for a new roof at the original 7-1/2% rate. We provided full schedules to document this cost.
2. [PAGE 2] We did not "fail to provide evidence 14 days before the hearing." Rather, we were in contact *at least* five separate times over 6 months by telephone with "Sylvia" and others at the Rent Adjustment Program who advised us what forms and proofs were needed for our hearing. We brought what we were asked to bring to the hearing, and we provided whatever forms and proofs we were asked in our original filing. If we had been instructed to bring anything additional to the meeting, we certainly would have brought it. Only at the hearing, were we advised that the hearing officer wanted signed RAP notices and credit card receipts for our RAP fees going back to 2014, and a copy of our business certificate. All of this was provided on the same day as the hearing, *within 3 hours* of the morning request, which I personally delivered to the RAP office in Room 531.

000342

3. Since the proofs were provided on February 6, 2019 and the decision was not made until March 15, 2019, there is no question that the Hearing Officer knew we were in complete compliance for many weeks before the decision. Unfortunately, the Hearing Officer failed to mention that she received all of the proofs on the same day and within a few hours of the hearing request.
4. [Page 2] Tenants were always given RAP notices in a timely manner, prior to any allowed statutory rent increases and per the requirements of the RAP program.
5. [Page 2] We *did* have a reason for not providing "exhibits" (credit card receipts for the RAP fees). We were not asked to provide them in our numerous conversations and correspondence with "Sylvia," Margaret Sullivan, Maxine Vasaya, "Kelly" and Roberto Costa. When asked at the hearing, we provided them by hand delivery within 3 hours.
6. [Page 3] The fact that Apt. C tenant Shavonnee Clark was "adamant in wanting to exercise her rights" ignores the fact that when she filed her original "objection" to the capital improvement request, she stated no reason whatsoever. There was no statement from her *or any other tenant in the building* in the case file as of January 28, 2019, when I personally visited the 6th Floor of 250 Frank Ogawa Plaza at 10 AM and personally reviewed the file prior to the hearing. It was our understanding, reinforced by several conversations with our attorney and the RAP program analysts, as well as the East Bay Rental Housing Association, that if a tenant files no written objection, documentation or statement at least 14 days before the February 6, 2019 hearing, they may not later state or produce evidence to support an objection. Unfortunately, the Hearing Office failed to mention in her decision that none of the tenants produced any statements or evidence prior to the 14 days of the scheduled hearing.
7. My appointment on January 28, 2019 to review the file at the RAP office was scheduled to be with Maxine Visaya. When I arrived, I was met by Roberto Costa who informed me that Maxine Visaya was out sick, and apparently Margaret Sullivan was also out sick, but he would get the file for me to review.
8. Mr. Costa was extremely pleasant and helpful. I did explicitly ask him to answer one question regarding a letter signed by Margaret Sullivan dated January 17, 2019, postmarked January 22, 2019 and received January 24, 2019. The letter is attached. Our question was about the phrase "Rent Adjustment Program Service Fee" for "*...the current year.*" We had emailed Margaret Sullivan on January 28, 2019 (see attached), the day of the hearing, explaining that the bill for RAP fees we received was not "delinquent until March 1, 2019." Our question to Mr. Costa was whether we should "pre-pay" the bill before the February 6, 2019 capital improvement hearing or not. He explained he would ask around the office. After several minutes he returned and stated, "You should be fine as long as you pay it

before the delinquent date.” We relied upon that advice, especially since Margaret Sullivan specifically told us to ask for advice at this January 28, 2019 meeting. In addition, “Kelly” who was directed by Roberto Costa to show us the file and speak with me, made copies of our credit card statement showing that last year’s RAP fees of \$272 that was due in March, 2018, was paid on 2/24/18.

9. [Page 3] In our opinion it is not correct to state that we were “unprepared.” Our office staff spent over 50 hours preparing forms, preparing amortization schedules, making photocopies, holding discussions with RAP staff employees, attending meeting at RAP, and writing letters and emails for clarification before our February 6, 2019 meeting. Moreover, following the meeting, we provided whatever documentation was asked for.
10. [Page 4] To the best of our knowledge we never stated at the hearing that we paid for the work before it was done. We solicited 5 separate written bids from licensed roofing companies, discussed the merits of tar and gravel Vs. elastomeric roofing with each roofer, and chose Williams Roofing as the contractor. As our cancelled check clearly shows, we paid for the roofing after it was installed, not before.
11. [Page 7] We disagree with the Hearing Officer that the “existence of the roof leak which necessitated the repair of the roof was likely the result of unreasonably deferred maintenance.” As building manager, I personally have been on the roof at least 10 times since we purchased the building in January of 2014. I am knowledgeable about construction, I have personally supervised all contractors during the “gut renovation” of seven other buildings, and I am a licensed California Licensed Real Estate Salesperson-license # 01983394. I have held a real estate sales license since 1986. I know that “deferred maintenance” on a roof is a very bad idea. In my opinion, the Hearing Officer’s conclusions about “deferred maintenance” were incorrect. Rather, we worked diligently to correct the leak.

Moreover, I do not feel that Apartment C tenant Shavonnee Clark, who has never had a leak in her apartment, did not know the circumstances of the leak in Apartment A, its exact location or its cause, nor did Shavonnee Clark have any training or experience involving the construction issues involving this small repair was in any way qualified to testify regarding roof repairs.

12. [Page 4] A leak was reported by tenant Beatrix Torres in Apartment A in 2015. We examined the roof, located one very slightly low spot in the flat roof about 1 foot wide by 6 feet long just above apartments A & B, and leveled the spot with gravel and tar. There apparently was no further leaking, nor was there any reports of leaking on any other part of the roof at that time.

[It should be noted here that roof leaks in flat roof buildings are notoriously hard to pinpoint. **[Please see attached articles].**

13. About two years later, in late 2017, after an extremely heavy rain, both Apartment A & B reported small leaks along the exact same spot we had repaired. We went up on the roof immediately, and noted that again the gravel had settled unevenly after the heavy rains and allowed the tar area to become exposed causing puddling. We leveled the gravel again and had no further leak complaints.
14. On January 5, 2018 we decided we needed to be more proactive about the possibility of this leak occurring again, and purchased "Henry Extreme Wet Patch" and a small amount of roof fabric from a supply house. We provided copies of our purchase receipts to the Hearing Officer. We had been advised in our discussions with roofers, that such a small patch [six square feet] could easily be repaired permanently with roof patching compound and fabric. At that point, one of the roofers suggested that we consider replacing the whole roof, since it would have to be done within the next 5-10 years anyway.
15. During the Spring of 2018, when there were no reports of further leaks, we solicited roofing bids, and each bidder gave an estimate of 5-10 years as the remaining "useful life" of the existing roof. They did point out that replacing the roof would lower the tenants' heating bills, as newer tar and gravel and "elastomeric" roofs were more energy efficient than old tar and gravel roofs. When I pointed out that there didn't seem to be any need to replace the whole roof at this time, one of the roofers suggested we consider applying for a capital improvement rent increase with the City of Oakland to defray the substantial cost.
16. We were advised by the successful bidder, Williams Roofing, not to apply the roofing compound we had purchased as it might interfere with his upcoming re-roofing. Once they became the successful bidder, we had to "get on their schedule" which in our area takes many months as new roofs are generally not installed until after Spring-because of rains.
17. We do not consider ourselves as landlords who "defer maintenance." It has always been our policy in managing this building that we replace, rather than repair equipment whenever possible and sensible. Since January of 2014, in this 4-unit apartment building, we have installed 2 new toilets, 2 new windows, new hot water heaters in *all* of the units, 1 new refrigerator/freezer, a new sewer lateral for the whole building, a new washing machine in the laundry room, 2 new gas heating furnaces and 4 new fire extinguishers and cabinets (there were no fire extinguishers before we took over the building). We respond to requests for service as soon as we are notified. When you consider that the average rent for the 4 units is \$1,215.23 and 3 of the 4 apartments have 2 bedrooms and 1 bath, and one apartment has 2 bedrooms and 2 baths-along with free indoor garage parking for all tenants, decks, a backyard and a tenant-only laundry room, we feel we are providing good service at a very low rent for Oakland.
18. We never previously burdened the tenants with a request for a capital improvement rent increase for any of the improvements noted above, *including the new building sewer lateral.*

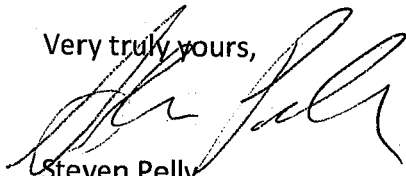
Because of the substantial cost of replacing, rather than repairing the roof, we had to file for a capital improvement rent increase this time.

19. [Page 6] If we are entitled to "imputed financing" rather than the 7-1/2% financing cost we initially bore, and the 8-1/2% financing cost we are now incurring for the roof, it would be fair for us to receive this "imputed financing" as part of the capital improvement rent calculation.
20. [Page 7] I strongly disagree with the Hearing Officer's characterization of my "testimony" as "self-serving." We had an option to repair 6 square feet of roof, once we determined the cause of the leak. We even purchased (and eventually returned) the material, at the roofer's suggestion. The cost would have been under \$100. Instead, on the advice of roofers, with a capital improvement increase as an incentive, we chose to spend \$23,360. With a useful life of 5-10 years remaining if we simply repaired the roof, we could have repaired only 0.003 (3 tenths of one percent) of the roof. [6 square feet divided by 1,795 square foot roof]. No other part of the roof had any leaking. But since we intended to keep managing the building, we chose the capital improvement as the most logical way to proceed. There never was any "deferred maintenance."

As a result, the building got a brand-new "white elastomeric roof" which benefitted all of the tenants, instead of waiting another 5 or 10 years.

We are asking that the Hearing Officer's decision be reversed and we be granted the requested capital improvement we have requested

Very truly yours,



Steven Pelly,
Building Manager.

000346

Millsmont Properties, LLC

Box 8422

Berkeley, CA 94708

Email: Millsmontproperties@gmail.com

Bldg. Mngr. Tel.-201-317-9333

April 18, 2019

Re: Case # L18-0127 ("Pelly Vs. Tenants")

Property Address: 3424 64th Avenue Place, Oakland, CA 94605

We are appealing the March 15, 2019 decision of Rent Adjustment Program Hearing Officer Elan Consuella Lambert. The *decision* was dated March 15, 2019, the *Proof of Service* signed by Nia Johnson was dated March 21, 2019, the mailing envelope was *postmarked* March 25, 2019 (see attached) and was *received* in our postal box on March 27, 2019 at our post office.

Normally a 20-day appeal time limit would apply, but a day after I began to assemble documents for our appeal, (Friday, April 5, 2019), my wife (age 70), unfortunately fell and sustained a serious fracture to her elbow in two places (*see attached documentation*). Her surgery could not be performed until Monday, April 15, 2109 in San Francisco, by her orthopedist, Dr. Patrick McGahan.

I could not return to work on the RAP appeal until today, as I had to take a leave of absence from Monday, April 8, 2019 until today to assist my wife with all of her activities of daily living, as she could not even dress herself, drive, open medication bottles, or prepare meals for herself. without assistance from me because of the pain and the cast on her entire arm.

I am asking that the 20-day appeal time be extended under the circumstances, as I am the building's manager, and the only person at my employer with personal knowledge of the facts and circumstances for the basis of our appeal.

Very truly yours,


Steven Pelly,

Building Manager

000347



Teleradiology

SPECIALISTS

Radiology Consultation

NATIONAL RADIOLOGY INTERPRETATION SERVICES (888) 819 0808

Patient Name:	PELLEY, BARBARA	DOB:	7/5/48
Patient MRN:	148295	Gender:	F
Study Date:	Apr 6, 2019 4:50:25 PM PDT	Accession:	OP-00553598278
Description:		Ref Phys:	T.K. Abraha, NP

HISTORY / PRELIM DIAGNOSIS: Patient slipped and landed on left elbow x 1.5 hours.

X-ray left elbow 3 views:

Findings:

There is a fracture through the proximal ulna that extends to the olecranon fossa and joint space. No humerus or radial fra
There is soft tissue swelling with hematoma and there is a joint effusion.

Impression: Proximal ulnar fracture.

*depression on the posterior
side of the humerus*

Electronically signed on Apr 6, 2019 5:17:57 PM PDT (ET) by:
Erinn K. Noeth, MD
888.819.0808

*Dr. W. S. [unclear]
[unclear] 7000
[unclear] center at [unclear]
[unclear] [unclear] [unclear]*

000348

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: L18-0127, Pelly v. Tenants
PROPERTY ADDRESS: 3424 64th Avenue Place, Oakland, CA
DATE OF HEARING: February 6, 2019
DATE OF DECISION: March 15, 2019
APPEARANCES: Shavonnee Clark, Tenant Unit C
Steven Pelly, Representative for Owner

SUMMARY OF DECISION

The Landlord's petition is dismissed.

INTRODUCTION

The landlord filed the petition on July 9, 2018, to obtain approval of a capital improvement rent increase. The owner alleged that the capital improvement was a new roof costing \$23,360.40.

The tenant in Unit C filed a timely response to the petition and appeared at the hearing.

//

000349

PROOF OF SERVICE

Case Number L18-0127

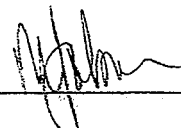
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 21, 2019** in Oakland, CA.

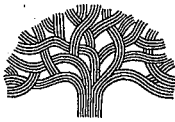


Nia Johnson

Oakland Rent Adjustment Program

000350

AKLAND

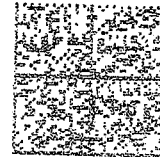


D COMMUNITY DEVELOPMENT
DEPARTMENT
T ADJUSTMENT PROGRAM
FRANK H. OGAWA PLAZA
SUITE 5313
AKLAND, CA 94612-0234

Steven Pelly
P.O. Box 8422
Berkeley, CA 94707



PRESORTED
FIRST CLASS



U.S. POSTAGE PITNEY BOWES
ZIP 94612 \$ 000.42⁸
000035605 MAR 25 2019



March 25, 2019

CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA, STE. 5313, OAKLAND, CA 94612-2043

Department of Housing and Community Development
Rent Adjustment Program



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

January 17, 2019

Millsmont Properties, LLC
c/o Steven Pelly
PO Box 8422
Berkeley, CA 94707

Re. Rent Adjustment Case L18-0127—Pelly v. Tenant s

Dear Mr. Pelly:

The Rent Adjustment Program received a *Property Owner Petition for Approval of Rent Increase* from you regarding the above-referenced case on July 9, 2018.

In reviewing your case file, I noted that we have not received the following documents for your petition to be considered complete, pursuant to *Rent Adjustment Program Regulations, Petition and Response Filing Procedures, Sec. 8.22.90.C*:

Evidence that you paid the current year's Rent Adjustment Program Service Fee (\$68 per unit) for the subject building. **Please submit documentation that you have paid your Rent Adjustment Program Service Fee for the subject building for the current year.**

The requested documentation must be submitted to this office **within ten (10) calendar days from the date of this letter**, or your Petition may be dismissed. Please **write the Case Number** above on all of your correspondence with this office.

If you have any questions, you can reach me at **510-238-7387** or by email at: msullivan@oaklandca.gov

Sincerely,

A handwritten signature in black ink that reads "Margaret Sullivan".

Margaret Sullivan, Program Analyst III
Residential Rent Adjustment Program

Encl. Proof of Service

000352

CEILING STAINED? ROOF LEAKS OFTEN ARE HARD TO TRACE

Bernard Gladstone, New York Times Special Features CHICAGO TRIBUNE

Q--I have a water stain on the ceiling of my upstairs bedroom, which is apparently due to a roof leak. I cannot seem to locate the source even though I inspected all roof flashing and shingles over the area where the leak appears and patched every place that looked even the least bit doubtful. The leak still shows up after every heavy rain.

My attic is unfinished, but it is insulated and I cannot see any places where daylight shines through or where there is any kind of crack or open seam. What can you suggest?

A--Roof leaks are often very difficult to locate because water does not necessarily fall straight down through a hole or open seam. In many cases, water that seeps in can travel horizontally along roof sheathing or even the underside of a rafter until it runs down a stud or other structural member. Then it may travel farther along that joist or beam until it finally drips down onto the ceiling below.

YOUR HOME; How to Fix Roof Leak: First, Find It

By **JAY ROMANO** SEPT. 28, 2003 NY Times

REPAIRING a leaky roof is a challenge under the best of circumstances. Just pinpointing the leak's location often takes persistence, detective work and a fair amount of luck.

"Leaks often aren't easy to find," Mr. Varone said. While water will sometimes leak from a hole or crack in the surface of a roof deck directly into the ceiling or wall of the apartment below, it more often moves around a bit before making its way out."

000353



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA RELAY 711

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: L18-0127, Pelly v. Tenants

APPEAL HEARING: July 25, 2019

PROPERTY ADDRESS: 3424 64th Avenue,
Oakland, CA

APPEARANCES: Steven Pelly, Owner Appellant Representative
Beatriz Torrez, Tenant Appellee
Marian McNairy, Tenant Appellee

Procedural Background

The owner filed a petition for approval of a rent increase based on capital improvements for replacement of a roof. The hearing decision stated that he failed to provide evidence 14 days prior to the hearing and there was no evidence that he paid the RAP program fees for 2018 and 2019. The hearing officer denied the capital improvement pass-through on the grounds that the roof replacement constituted deferred maintenance.

Grounds for Appeal

The owner filed an appeal on the following grounds:

1. He did not fail to provide evidence 14 days prior to the hearing and was instructed by RAP staff to bring relevant documents to the hearing which he did;

The owner contended that he provided signed RAP notices and evidence of paid RAP fees going back to 2014 within 3 hours of the request at the hearing.

He stated that the 2019 RAP fees were not delinquent until March 1, 2019, and the hearing was on February 6, 2019. He contended that the roof replacement was not the result of deferred maintenance.

Tenant Beatriz Torrez contended that she has been a tenant for 11 years and there were prior problems with roof leaks in her unit.

Tenant McNairy stated this is an old building and the repairs were a necessity.

Appeal Decision

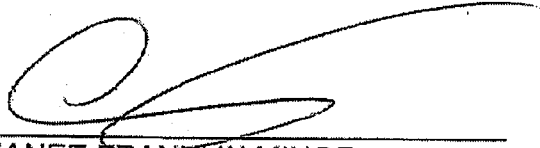
After arguments made by the parties, questions and Board discussion, R. Stone moved to reject the hearing officer's decision and return to the hearing officer with instruction to approve the capital improvement pass through and calculate the imputed interest according to the Ordinance. T. Williams seconded.

After discussion R. Stone restated the motion to remand to the hearing officer to approve the capital improvement and consider the evidence submitted as to whether there was substantial evidence to support the capital improvement pass-through. If so, recalculate the amount of the pass-through, including imputed interest, according to the Rent Ordinance. T. Williams seconded.

T. Hall offered a friendly amendment, which was accepted, that approval of the pass through is subject to the hearing officer providing the proper analysis to support the capital improvement pass-through.

Aye: T. Hall, R. Stone, J. Warner, A. Graham, T. Williams, K. Friedman
Nay: R. Auguste
Abstain: 0

The motion carried.



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

8/21/19

DATE

EL/MS

 CITY OF OAKLAND CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp: 2020 FEB 28 PM 2:53
	APPEAL	

Appellant's Name MILLSMONT PROPERTIES, LLC		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 3424 64TH AVENUE PLACE, OAKLAND, CA 94605			
Appellant's Mailing Address (For receipt of notices) P.O. BOX 8422 Berkeley, CA 94707		Case Number L18-0127 [Pelly vs. Tenants]	Date of Decision appealed FEBRUARY 28, 2020
Name of Representative (if any) Steven Pelly, Property Manager	Representative's Mailing Address (For notices) P.O. BOX 8422 Berkeley, CA 94707		

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

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

For more information phone (510) 238-3721.

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

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 11

• 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 3/16/2020, 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	Beatriz Torres
Address	3424 64 TH Ave. Place - Apt #A
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	3/16/2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	MARIAN McNairy
Address	3424 64 TH Ave. PLACE-APT #B
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	3/16/2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

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

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• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Shavonee Lowe
Address	3424 64 TH Ave. Place - APT #C
City, State Zip	Oakland, CA 94605
Name	
Address	
City, State Zip	

	3/16/2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

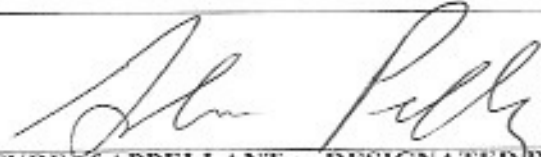
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

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

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

<u>Name</u>	RANDOLPH BROWN
<u>Address</u>	3424 64 TH Avenue Place - APT # D
<u>City, State Zip</u>	Oakland, CA 94605
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	3/16/2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Millsmont Properties, LLC
P.O. Box 8422
Berkeley, CA 94708
Tel. 201-317-9333

Case # L18-0127 "Pelly vs. Tenants"
Property Address: 3424 64th Avenue Place, Oakland, CA 94605
Original Appeal Board Decision Date: July 25, 2019
Remand Hearing Date: December 3, 2019
Remand Decision Date: February 28, 2020

March 16, 2020

City of Oakland
Housing, Residential Rent and Relocation Board
Appeal Board
250 Frank H. Ogawa Plaza-Suite 5313
Oakland, CA 94612-2034

On behalf of Millsmont Properties, LLC, I am filing an appeal of the remand hearing decision dated February 28, 2020, filed by Elan Consuella Lambert, Hearing Officer, for the Rent Adjustment Program of the City of Oakland which denied our petition for a capital improvement rent increase after we installed a new roof on the above captioned building.

1. On July 25, 2019, I personally appeared before the Housing, Residential Rent and Relocation Appeal Board. Also present were two of the building's tenants.

2. Paragraph Two of that Appeals Board decision, dated August 21, 2019 states:

"After discussion R. Stone restated the motion to remand to the hearing officer to approve the capital improvement and consider the evidence submitted as to whether there was substantial evidence to support the capital improvement pass-through."

3. Paragraph Three of that Appeals Board decision, dated August 21, 2019 states:

"T. Hall offered a friendly amendment, which was accepted, that approval of the pass through is subject to the hearing officer providing the proper analysis to support the capital improvement pass-through."

4. On December 3, 2019 at the remand hearing following the Appeal Board's July decision, the Hearing Officer said *she believed* the Appeal Board's decision required her to revisit the issue of whether or not the new roof was a capital improvement.

5. *I understood* the Appeal Board's instructions to the Hearing Officer were to *"approve the capital improvement"* AND *"that approval of these pass through is subject to the*

hearing officer providing the proper analysis to support the capital improvement pass-through.”

6. During the remand hearing, the Hearing Officer spent the vast bulk of the hearing time asking me questions *to determine for herself* if the new roof was a capital improvement. I protested at least several times during this remand hearing that I believed the Appeal Board on August 21, 2019 had voted that the new roof was to be considered a capital improvement, and that the Hearing Officer’s instructions from the Appeal Board was solely to provide *“the proper analysis to support the capital improvement pass-through.”*
7. I understood the words “proper analysis” to mean the Hearing Officer was to determine if all of the forms, tenant RAP notices, paid City of Oakland Reroofing Certificate, bills, cancelled checks, tax payments, and bank interest statements had already been provided.
8. At no time prior to the Appeals Board decision did the Hearing Officer state that she had not received copies of every possible piece of documentation required for approval of a pass-through rent increase for a capital improvement, including a detailed summary of the bank interest charges for the bank loan that paid for the roof.
9. However, in the Hearing Officer’s decision of March 15, 2020, in the last sentence at the end of Page 4, the Hearing Officer states:

“A Building Permit was required for the installation of the subject roof.” *This statement is in direct contradiction* to the Oakland Planning and Building Department’s instructions to me at the time I personally procured and paid for the required Reroofing Certificate from the City of Oakland. The Building Department’s face-to-face instructions to me at that time were that they no longer inspect replacement roofs or required a permit, but they did require a paid Reroofing Certificate.

Moreover, the Hearing Officer’s statement is in direct contradiction to the telephone call I received today at 12:33 PM from Mr. Thomas Jull, a Senior Inspector, who called me from telephone number 510-238-3291 from the City of Oakland Planning and Building Department. Mr. Jull called to confirm that when our Reroofing Certificate was obtained in 2018, *no Building Permit or follow-up inspection was required for a simple reroofing*. He also said that same policy continues as of today.

I cannot attest as to whether or not the City of Oakland’s Planning and Building Department’s reroofing regulations were in compliance with state law when I procured the proper Reroofing Certificate, or whether they are in compliance now.

A copy of the City of Oakland's Planning and Building Department's "Permit Application Worksheet" and paid Reroofing Certificate is attached to this Appeal.

10. The Hearing Officer's decision in the Remand Hearing (Page 2, paragraph 1) said we "...Alleged that the capital improvement was a new roof costing \$23,360.40. "

According to the Merriam- Webster dictionary, to "allege" is to 'assert without proof.'
[Source: <https://www.merriam-webster.com/dictionary/allege>]

We absolutely submitted proof, with our original capital improvement pass-through request, the roofer's bill, a copy of our cancelled check to the roofer, and a copy of our bank statements showing the cost of the loan interest for the PNC Bank loan that paid for the roof. The new roof did not cost \$23,360.40, as cited by the Hearing Officer. Rather, that figure included the cost of the roof AND the cost of financing the roof work (bank interest) using the loan from PNC Bank. [\$16,400 + \$6,960 interest for 10-year financing.]

11. On Page 6, Paragraph 5, the Hearing Officer states that

" ...Neither the previous or current owner acted diligently in repairing the leaking roof for over three years." I cannot speak to any repairs done or not done by the previous owner, who was deceased when our company purchased the building in January of 2014. We never met the previous owner before she died. To my knowledge, the Hearing Officer also never met the previous owner. I have no personal knowledge of what repairs the previous owner may have made or not made.

I can say that in the six years we have owned this 4-unit building, we have *replaced* all of the hot water heaters, two of the apartment furnaces, a laundry machine, the apartment window bar release mechanisms, the main sewer lateral to the building, a garage door motor, 2 toilets and the roof. We even paid to have a bathroom window added to one of the apartments where none had existed before. The only capital improvement rent increase *we have ever sought* was for the roof-because of the very significant cost.

12. We immediately repaired the tiny leak (less than 1% of the roof surface) when it was first reported to us, using a patch. Moreover, we did not neglect to attempt to re-patch the roof when a leak was reported in the same spot more than one year later. Rather, we were instructed by the roofer that a new patch might interfere with the installation of the new elastomeric roof scheduled for several months later. Moreover, we diligently and immediately repaired the very slight paint damage to the effected apartment ceiling, and signed the contract for a new roof, even though we had purchased roofing compound to make a further repair. Bills showing the roofing compound purchase were provided at the original hearing.

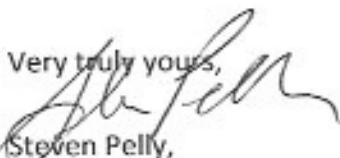
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Very truly yours,



Steven Pelly,
Building Manager



PERMIT APPLICATION WORKSHEET

Planning and Building Department
 250 Frank H. Ogawa Plaza
 2nd Floor, Suite 2114
 Oakland, CA 94612
 Tel (510) 238-3443
 Fax (510) 238-2263
 Hours:
 8 am-4pm M,Tu,Th,F
 9:30 am-4 pm Wed

PLEASE COMPLETE ALL INFORMATION. APPLICANTS WITH INCOMPLETE WORKSHEETS MAY BE ASKED TO GET A NEW NUMBER. INACCURATE INFORMATION MAY LEAD TO SUSPENSION OF THE PERMIT. ADDITIONAL PERMITS MAY BE REQUIRED, i.e., Electrical, Plumbing, Mechanical, Sewer, Obstruction.

TYPE OF PERMIT: (circle one)		SIGN		SCHOOL FEE (SF)	ADDRESS FEE
<input checked="" type="radio"/> BUILDING				Commercial \$0.56	\$154.91
				Residential \$3.48	\$56.23
				Change of Address for Any Occupancy	\$403.92
TYPE OF WORK (circle one)					
(1) NEW CONSTRUCTION (2) REPAIR (3) ADDITION (4) CELL SITE (5) ALTERATION /T.I.					
(6) DEMOLITION (_____ SF) (7) SOLAR PANELS (SE) (8) RETROFIT (9) C.O./S.A. (10) CHANGE IN USE					
IS THIS APPLICATION RELATED TO ANY OTHER PERMIT? TO ANY OTHER COMPLAINT?			IF YES, INDICATE PERMIT #, PLANNING CASE FILE #. OR COMPLAINT #:		
<input type="radio"/> YES			<input checked="" type="radio"/> NO		
SITE ADDRESS/JOB LOCATION			ASSESSOR'S PARCEL NO.		
3424 64 TH AVE. PLACE, OAKLAND, CA 94605			37-A-2751-27		
DESCRIPTION OF PROPOSED WORK					
New Roof					
WORK IS VISIBLE FROM FREEWAY/BART		<input checked="" type="radio"/> NO <input type="radio"/> YES			
EXTERIOR WORK ON BUILDING		<input type="radio"/> NO <input checked="" type="radio"/> YES		(PHOTOS REQUIRED. PLEASE ATTACH)	
VALUATION OF PROPOSED WORK		EXISTING # OF RESIDENTIAL UNITS		# OF STORIES:	
\$ 16,400 Roof		4		2	
6,960 FINANCING OVER 10 YEARS		PROPOSED # OF UNITS		FIRE SPRINKLER	
23,360				<input type="radio"/> YES <input checked="" type="radio"/> NO	
PROPERTY OWNER'S NAME		PROPERTY OWNER'S PHONE NUMBER		<input type="radio"/> SFD/DUPLEX <input checked="" type="radio"/> APARTMENTS <input type="radio"/> COMMERCIAL <input type="radio"/> INDUSTRIAL	
Millsmont Properties, LLC		201-317-9333		(STEVE PELTY BLDG. MNGR.)	
PROPERTY OWNER'S ADDRESS (street, city and zip code)					
Box 8422, Berkeley, CA 94707					
PERSON SUBMITTING PLANS / CONTACT PERSON		PHONE NUMBER		EMAIL	
Steven Peltz (Bldg. MngR)		201-317-9333		Millsmontproperties@gmail.com	
ARCHITECT'S/DESIGNER'S NAME		PHONE NUMBER		EMAIL	
CONTRACTOR'S LICENSE NUMBER		SIGNATURE OF APPLICANT		DATE	
687391				10/31/18	

I ACKNOWLEDGE THAT REFUNDS ARE LIMITED PER Section 107.6 of O.B.C.. INITIAL SP DATE 10/31/18

(10)

(11)

R E R O O F I N G C E R T I F I C A T E

Issued Date:

Application Number: R1801126
 Site Address: 3424 64TH AVENUE PL
 Assessor Parcel Number: 037A275102700
 Project Description: RE-ROOFING CERT-OBSTRUCTION PERMIT FOR: CURBSIDE
 PARKING-OBSTRUCT SIDEWALK/STREET (SCAFFOLDING, FENCING,
 DUMPSTERS, ETC.) SEPARATE BUILDING PERMIT REQUIRED FOR:
 STRUCTURAL CHANGES

Description of Roofing Systems:

Roofing System Fire Class Rating:

	<u>Name</u>	<u>Applicant</u>	<u>Address</u>	<u>Phone</u>	<u>License #</u>
Owner:	MILLSMONT PROPERTIES LLC		PO BOX 8422 BERKLEY, CA		
Owner-Agent:	MILLSMONT PROPERTIES LLC	X	PO BOX 8422 BERKLEY, CA	2013179333	

TOTAL FEES TO BE PAID AT ISSUANCE: \$34.43	
0.00	Recrd Mangmnt & Tech Enhancel.43

City of Oakland
 Planning and Building Department

250 Frank H. Ogawa Plaza
 510-238-4774

844 Access Permit 1x 0.00 0.00
 Permit Number: R1801126

Fee 1x 30.00 30.00
 Installation/Registration/Inspection Car

Fee 1x 4.43 4.43
 Recrd Mangmnt & Tech Enhancement Fee

Payer Name: MILLSMONT PROPERTIES LLC

=====
 Subtotal: 34.43
 Total: 34.43
 =====

Check
 Other : 3424 64TH AVE
 Number : 1264

11/26/2018 08:24
 #0925126 /77/24

Thank You

(11)

PROOF OF SERVICE
Case Number T17-0142

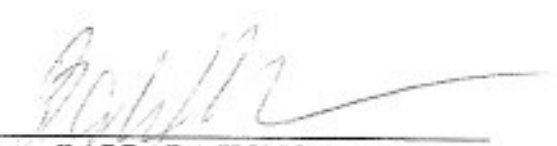
I am a resident of the State of California and over eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

Steven Pelly
Millsmont Properties, LLC
P.O.Box 8422
Berkeley, CA 94708

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 Tuesday, July 07, 2020, in Oakland, California.



BARBARA KONG-BROWN

000367

Millsmont Properties, LLC
P.O. Box 8422
Berkeley, CA 94708
Tel. 201-317-9333

RECEIVED
JUN 25 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

Case # L18-0127 "Pelly vs. Tenants"
Property Address: 3424 64th Avenue Place, Oakland, CA 94605
Original Appeal Board Decision Date: July 25, 2019
Remand Hearing Date: December 3, 2019
Remand Decision Date: February 28, 2020

March 16, 2020

City of Oakland
Housing, Residential Rent and Relocation Board
Appeal Board
250 Frank H. Ogawa Plaza-Suite 5313
Oakland, CA 94612-2034

On behalf of Millsmont Properties, LLC, I am filing an appeal of the remand hearing decision dated February 28, 2020, filed by Elan Consuella Lambert, Hearing Officer, for the Rent Adjustment Program of the City of Oakland which denied our petition for a capital improvement rent increase after we installed a new roof on the above captioned building.

1. On July 25, 2019, I personally appeared before the Housing, Residential Rent and Relocation Appeal Board. Also present were two of the building's tenants.
2. Paragraph Two of that Appeals Board decision, dated August 21, 2019 states:

"After discussion R. Stone restated the motion to *remand to the hearing officer to approve the capital improvement* and consider the evidence submitted as to whether there was substantial evidence to support the capital improvement pass-through."
3. Paragraph Three of that Appeals Board decision, dated August 21, 2019 states:

"*T. Hall offered a friendly amendment, which was accepted, that approval of the pass through is subject to the hearing officer providing the proper analysis to support the capital improvement pass-through.*"
4. On December 3, 2019 at the remand hearing following the Appeal Board's July decision, the Hearing Officer said *she believed* the Appeal Board's decision required her to revisit the issue of whether or not the new roof was a capital improvement.
5. *I understood* the Appeal Board's instructions to the Hearing Officer were to "approve the capital improvement" AND "that approval of this pass-through is subject to the

000368

hearing officer providing the proper analysis to support the capital improvement pass-through."

6. During the remand hearing, the Hearing Officer spent the vast bulk of the hearing time asking me questions to *determine for herself* if the new roof was a capital improvement. I protested at least several times during this remand hearing that I believed the Appeal Board on August 21, 2019 had voted that the new roof was to be considered a capital improvement, and that the Hearing Officer's instructions from the Appeal Board was solely to provide "*the proper analysis to support the capital improvement pass-through.*"
7. I understood the words "proper analysis" to mean the Hearing Officer was to determine if all of the forms, tenant RAP notices, paid City of Oakland Reroofing Certificate, bills, cancelled checks, tax payments, and bank interest statements had already been provided.
8. At no time prior to the Appeals Board decision did the Hearing Officer state that she had not received copies of every possible piece of documentation required for approval of a pass-through rent increase for a capital improvement, including a detailed summary of the bank interest charges for the bank loan that paid for the roof.
9. However, in the Hearing Officer's decision of March 15, 2020, in the last sentence at the end of Page 4, the Hearing Officer states:

"A Building Permit was required for the installation of the subject roof." *This statement is in direct contradiction* to the Oakland Planning and Building Department's instructions to me at the time I personally procured and paid for the required Reroofing Certificate from the City of Oakland. The Building Department's face-to-face instructions to me at that time were that they no longer inspect replacement roofs or required a permit, but they did require a paid Reroofing Certificate.

Moreover, the Hearing Officer's statement is in direct contradiction to the telephone call I received today at 12:33 PM from Mr. Thomas Jull, a Senior Inspector, who called me from telephone number 510-238-3291 from the City of Oakland Planning and Building Department. Mr. Jull called to confirm that when our Reroofing Certificate was obtained in 2018, *no Building Permit or follow-up inspection was required for a simple reroofing*. He also said that same policy continues as of today.

I cannot attest as to whether or not the City of Oakland's Planning and Building Department's reroofing regulations were in compliance with state law when I procured the proper Reroofing Certificate, or whether they are in compliance now.

A copy of the City of Oakland's Planning and Building Department's "Permit Application Worksheet" and paid Reroofing Certificate is attached to this Appeal.

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"...Alleged that the capital improvement was a new roof costing \$23,360.40."

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We absolutely submitted proof, with our original capital improvement pass-through request, the roofer's bill, a copy of our cancelled check to the roofer, and a copy of our bank statements showing the cost of the loan interest for the PNC Bank loan that paid for the roof. The new roof did not cost \$23,360.40, as cited by the Hearing Officer. Rather, that figure included the cost of the roof AND the cost of financing the roof work (bank interest) using the loan from PNC Bank. (\$16,400 + \$6,960 interest for 10-year financing.)

11. On Page 6, Paragraph 5, the Hearing Officer states that

"...Neither the previous or current owner acted diligently in repairing the leaking roof for over three years." I cannot speak to any repairs done or not done by the previous owner, who was deceased when our company purchased the building in January of 2014. We never met the previous owner before she died. To my knowledge, the Hearing Officer also never met the previous owner. I have no personal knowledge of what repairs the previous owner may have made or not made.

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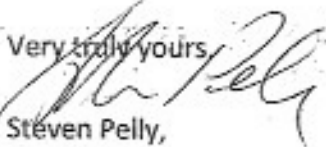
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Building Manager

Millsmont Properties, LLC
P.O. Box 8422
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Tel. 201-317-9333

RECEIVED
JUN 25 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

City of Oakland
Housing, Residential Rent and Relocation Board
Appeal Board
250 Frank H. Ogawa Plaza-suite 5313
Oakland, CA 94612-2034

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Re: 3424 64th Avenue Place-Oakland, CA 94605 -Case # L18-0127

On March 16, 2020 we wrote to your office. A copy of our letter is attached.

The roof replacement was in June, 2018-almost two years ago.

Every day since then, we have incurred principal and interest bank payments to cover the cost of this straight-forward roof replacement capital improvement. We believe the Appeal Board instructed the Hearing Officer to verify our paperwork, which she had already seen before the appeal was heard, and grant the capital improvement.

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c/c City of Oakland, Office of the Mayor, 1 Frank H. Ogawa Plaza, Suite 3, Oakland, CA 94612

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000373

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3/22/20 - app

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