

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

December 3, 2024

6:00 P.M.

**CITY HALL, HEARING ROOM # 2
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612**

AGENDA

PUBLIC PARTICIPATION

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

OBSERVE:

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

When: **December 3, 2024 06:00 PM Pacific Time (US and Canada)**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89120151609>

One tap mobile: 16699009128,,89120151609# US (San Jose),

+16694449171,,89120151609# US

Or by telephone: +1 669 900 9128 US (San Jose), +1 669 444 9171 US, +1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 507 473 4847 US, +1 564 217 2000 US, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US

Webinar ID: 891 2015 1609

International Numbers Available: <https://us02web.zoom.us/j/89120151609>

The Zoom link is to view/listen to the meeting only, not for participation.

PARTICIPATION/COMMENT:

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

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

000001

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD PANEL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

- a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.

4. APPEALS*

- a. T23-0075, Willis v. Godwin Properties (pp.3-330)
- b. L24-0025, Sun v. Tenant (pp.331-387)

5. OPEN FORUM

- a. Comments from the public on all items will be taken at this time.

6. ADJOURNMENT

**Staff appeal summaries will be available to review at the end of the packet. The Rent Adjustment Program and the Clerk's office has at least 72 hours prior to the meeting to post all meeting materials pursuant to O.M.C. 2.20.080.C and 2.20.090*

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

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

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

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

CHRONOLOGICAL CASE REPORT

Case No.: T23-0075

Case Name: Willis v. Godwin Properties

Property Address: 260 Lee Street Unit 205, Oakland, CA 94610

Parties: Larry Butac (Tenant)
James Willis (Tenant)
Melanie Godwin-Properties (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 26, 2023
Tenant Exhibits Submitted	July 1, 2023
Updated Tenant Petition Attachments	August 14, 2023
Remote Hearing Date Scheduled	August 22, 2023
Hearing Decision Mailed	November 30, 2023
Owner Appeal Filed	December 14, 2023
Tenant Response to Owner Appeal	January 3, 2024
Appeal Decision	March 11, 2024

Remote Settlement & Remand Hearing	June 4, 2024
Remand Hearing Decision	August 1, 2024
Owner Appeal Submitted	August 17, 2024



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

For Rent Adjustment Program date stamp.

TENANT PETITION

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

Rental Unit Information			
260 Street Number	LEE STREET Street Name	205 Unit Number	Oakland, CA 94610 Zip Code
Move-in Date: 08/26/2022 Initial Rent at Move-In: \$ 1945.00 Current Rent: \$ 1945.00			
Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not sure
Are you current on rent? <input checked="" type="checkbox"/> Yes (*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.) <input type="checkbox"/> No*			
If not current on rent, explain why: _____			
When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?		<input checked="" type="checkbox"/> I first received the RAP Notice on: 08/20/2022 <input type="checkbox"/> I was never provided with the RAP Notice <input type="checkbox"/> I do not remember if I ever received the RAP Notice	
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
Tenant Information (List each tenant petitioner in unit. If you need more space, attach additional sheet.)			
James First Name		Willis Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: 3187894326		Other Telephone: _____ Email: jrj1011@gmail.com	
Larry First Name		Butac Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: 5599205791		Other Telephone: _____ Email: larrybutac@gmail.com	
Tenant Representative (Check one): <input checked="" type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-Attorney			
_____ First Name		_____ Last Name	
Mailing Address: _____			
Phone Number: _____		Email: _____	

Property Owner Information		
<i>Property Owner</i>		
Melanie	Godwin-Rosales	
First Name	Last Name	
Company/LLC/LP (if applicable): Godwin Properties		
Mailing Address: PO Box 2128 Livermore, CA 94551		
Phone Number: 9252945860	Email: godwinprop@aol.com	
<i>Property Manager (if applicable)</i>		
Christina	Nelson	Godwin Properties
First Name	Last Name	Name of Management Company
Mailing Address: 266 Adams Street, North Lake Tower Apartments #205 Oakland, CA 94610		
Phone Number: 5102509663 and 5103938252	Email: nelson.christina30@gmail.com	

GROUNDS FOR PETITION

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

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

A.	Unlawful Rent Increase(s)				
<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>					
<p>List all rent increases you wish to contest. Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, you must attach a copy of the citation to your petition. Failure to attach a copy of the citation may result in your petition being dismissed. 					
Date received rent increase notice:		Date rent increase went into effect:		Amount of increase:	
(Month/Day/Year)		(Month/Day/Year)		FROM	TO
		\$	\$	<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"/>

B.	Decreased Housing Services				
<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>					
<p>List all the conditions that you believe entitle you to a rent decrease. If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> You are strongly encouraged to submit documentary evidence (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing. You may wish to have a City inspector come inspect your unit for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement. <i>Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.</i> 					
	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.	Bathroom Ceiling Leak	10/28/2022	10/28/2022		\$306
2.	Inadequate Heating	08/26/2022	08/26/2022	04/26/2023	\$4,332
3.	Broken Window	08/26/2022	08/26/2022		\$2,123
4.	Mold/Expansion Gap	08/26/2022	08/26/2022		\$283

Please note, additional issues are on the attachment included.

TENANT VERIFICATION

(Required)

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

James Willis
Tenant 1 Signature

05/26/2023

Date

Larry John Butac Jr.
Tenant 2 Signature

05/26/2023

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

Tenant Signature

Date

INTERPRETATION SERVICES

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

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

- Spanish (Español)
 Cantonese (廣東話)
 Mandarin (普通話)

Other: _____

4,332

-END OF PETITION-

08/26/2022



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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

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

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

➤ TO RESPOND:

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

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

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

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

000009



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 05 / 26 / 2023 I served a copy of (check all that apply):

- TENANT PETITION** plus 131 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- Other: _____

by the following means (check one):

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

///

///

///

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales
Address	PO Box 2128
City, State, Zip	Livermore, CA 94551

Name	
Address	
City, State, Zip	

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

James Willis, Larry Butac

PRINTED NAME

James Willis *Larry John Butac Jr.*
Tenant 1 Signature Tenant 2 Signature

05/26/2023

DATE SIGNED

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
5.	Garage Pipe Leak and Feces Leakage on Garage Door	11/14/22	11/14/22	12/06/22	\$262
6.	Baby Pest Issue	02/09/23	02/09/23		\$377
7.	Broken Mailbox	08/26/22	08/26/22		\$246
8.	Incorrect Garage Assignment	08/26/22	08/26/22	04/02/23	\$136
9.	Unfinished Work-Kitchen/Dining Area	08/26/22	08/26/22		\$367
10.	Unfinished Work-Living Room	08/26/22	08/26/22		\$148
11.	Unfinished Work-Bathroom	08/26/22	08/26/22		\$294
12.	Unfinished Work-Bedroom	08/26/22	08/26/22		\$168
13.	Kitchen Breaker for Microwave Outlet and Hoodfan	08/26/22	08/26/22	10/03/22	\$136
14.	Security Cameras Malfunctioning	11/23/22	11/26/22		\$147
15.	Elevator Break-Ins, Urination and Defecation	02/15/23	02/15/23		\$136
16.	Bedroom Walk in Closet Light Fixture	08/26/22	10/03/22		\$234
17.	Broken Garage Door J	02/16/23	02/17/23	04/02/23	\$78
18.	Upstairs Domestic Violence Disturbance (Unit 305)	08/26/22	09/08/22		\$233
19.	Upstairs Pet Disturbance (Unit 305)	03/15/23	03/15/23	03/25/23	\$553

James Willis, Larry Butac
260 Lee Street, Apt 205
Oakland, CA 94610
318-789-4326, 559-920-5791
jrw1011@gmail.com, larrybutac@gmail.com

March 27, 2023 (Updated May 26, 2023)

Lease Dates: 08/26/2022-08/25/2023 (1 year)

Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551
925-294-5860
godwinprop@aol.com
www.godwinproperties.net

Attention: Property Management

To: Melanie Godwin-Rosales

Subject: Incomplete Maintenance Issues.

A. Issues

- a. Resolved: 6
- b. Unresolved: 13**
 - i. 1 is in violation with the state and city laws/code.**
- c. Total: 19

B. Unfinished work from before, during, and after move-in date of 08/26/2022.

- a. After the holding deposit was paid, Property Manager, Christina Nelson, agreed to have unfinished work completed before the move-in date. Covid delayed the progress for about 2-3 weeks.
- b. Move-in inspection was completed with unfinished work still undone and Property Manager, Christina Nelson, agreed to completing them within the first 30 days of the tenancy. She expressed that Tenants, James Willis and Larry Butac, need not put in maintenance requests to the management online portal. All the unfinished work was not completed.

C. Selective responses to certain issues but not responding to all issues.

- a. Property Owner, Melanie Godwin-Rosales has seldomly responded to issues prior to Tuesday, 03/28/2023 and has not returned any phone calls at all; no response to emails since 10/28/2022 regarding the bathroom leak.
- b. Property Owner, Melanie Godwin-Rosales hasn't returned any of the 22 phone calls/6 voicemails the Tenants left.

- c. Melanie Godwin-Rosales, the owner, sent her husband, Chris Rosales, the maintenance supervisor over to look at the cameras and make sure we were ok. Mr. Rosales blamed all issues on Christina Nelson, the property manager, then said that he would check in with Mrs. Rosales and Ms. Nelson about a plan of action.
 - d. Melanie Godwin-Rosales credited the Tenants rental account 3% (\$58.35) in April 2023 for dealing with all the issues.
- D. Property Manager, Christina Nelson, incompetence and lack of followthrough.**
- a. Nelson stopped returning the Tenants' calls in February 2023. Resumed returning Tenants' calls on 04/14/2023.
- E. Tenant, James Willis, offered to assist with management on 12/06/2022; no response from Property Management/Owner about the email.**
- F. Rent and Garage Fee has always been paid on time despite unresolved/ongoing issues.**

1. ISSUE: Bathroom Ceiling Leak

DATE(S): 10/28/2022

LENGTH OF TIME: 210 days (7 months)

RESOLVED/PENDING: Pending.

REASON: The plumbers never came to apartment 205.

NOTES: The plumbers went upstairs to 305. The leaks inside the wall deflated 48hrs later, but the wall was not inspected.

MAINTENANCE TICKET #: 1075-1; Attached photo to online maintenance portal.

Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



2. ISSUE: Baby Pest Issue

DATE(S): 02/09/2023

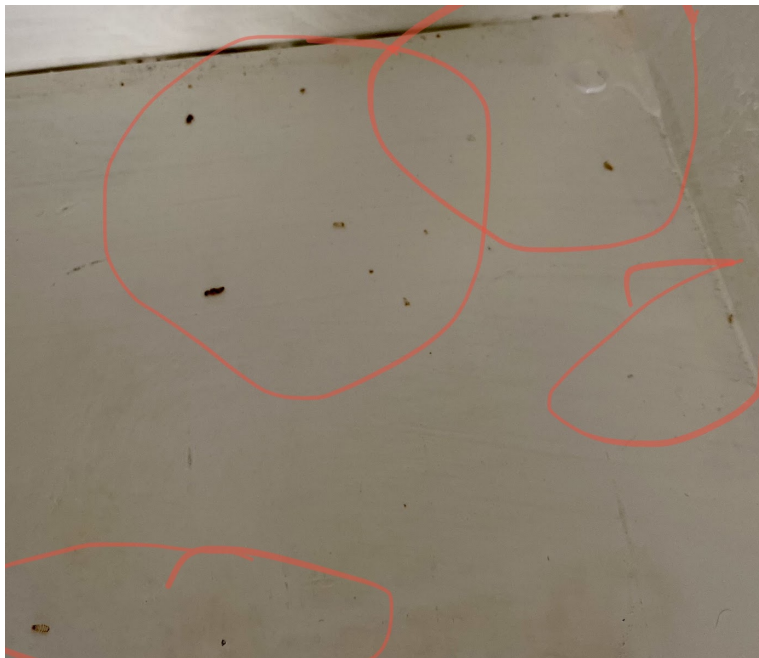
LENGTH OF TIME: 106 days (3.53 months)

RESOLVED/PENDING: Pending.

REASON: Property Owner, Melanie Godwin-Rosales, said that pest control would give me a call and come out.

NOTES: There are what appears to be baby roaches or wood bugs inside the apartment unit. Mountings were discovered inside the kitchen cabinets. There are also cracks/access points inside the wood of the kitchen cabinetry. Also, there are bugs that fall from the bathroom fan into

the face bowl/sink. Pest Control has not called nor visited the unit but there was a card hanger on the washroom door on Monday, 04/03/2023. (photo attached). They visited the property and treated the outside but did not call the Tenant nor come inside the Tenant's unit. Alameda County Vector Control Biologist visited the unit on 05/16/2023 and verified that the insects in the photos are cockroaches. Insect casings were located in the dishware kitchen cabinet. MAINTENANCE TICKET #: 1156-1; Photos attached. Attached photos to online maintenance portal. Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



3. ISSUE: Broken Garage Door J

DATE(S): 02/16/2023

LENGTH OF TIME: 45 days (1.5 months)

RESOLVED/PENDING: Resolved.

REASON: A transfer from Garage J to Garage I took place. Property Manager-Christina Nelson Christina put on a new lock on Garage door I and provided a key on Sunday,

04/02/2023. The Landlord/Owner-Melanie Godwin-Rosales credited the Tenant's rental account \$50 (30 day credit). The credit was applied to the April 2023 rent payment.

NOTES: **The initial maintenance ticket #: 1160-1 was removed by management from the management online portal; it's no longer visible to the Tenants.** A fair credit would have been at least \$75 (1.5 month) because the door wasn't functional for 45 days. This could have been resolved in 2-3 days; it took Christina 3 days to get a new lock and key for Garage I, which was the original assigned garage for the unit, according to the lease. The door is too heavy to lift with the broken cable not functioning properly. Tenant, James Willis, requested use of Garage I until Garage J was fixed; a key was not provided. On 2/27/2023, Pedro and Abraham from R&S Overhead Garage Door, Inc. attempted to fix the door. They stated that the door was completed and left without testing it with the key. Instead of replacing the broken frame and broken cable, they tried to salvage the broken cable. The door did not lock properly; it took 2-3x to turn then lock. The cable came off the door again. The door's cable is on the garage floor (photo attached). The 2 keys were returned to Christina on Sunday, 04/02/2023 (photo attached). R & S Garage Door has not returned to fix Garage J. Garage I had carpeting and wood inside the storage area (photo attached); it was placed inside the storage area in Garage J. The Tenants moved their belongings from Garage J to I. Garage J is empty (photo attached). MAINTENANCE TICKET #: 1160-1, 1183-1; Attached photos to online maintenance portal. communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.





4.ISSUE: Upstairs Pet Disturbance (Unit 305)

DATE(S): 03/15/2023

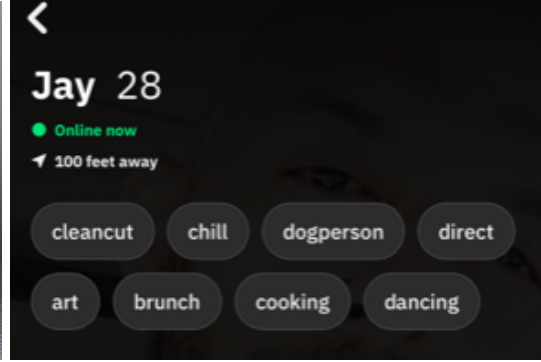
LENGTH OF TIME: 10 days

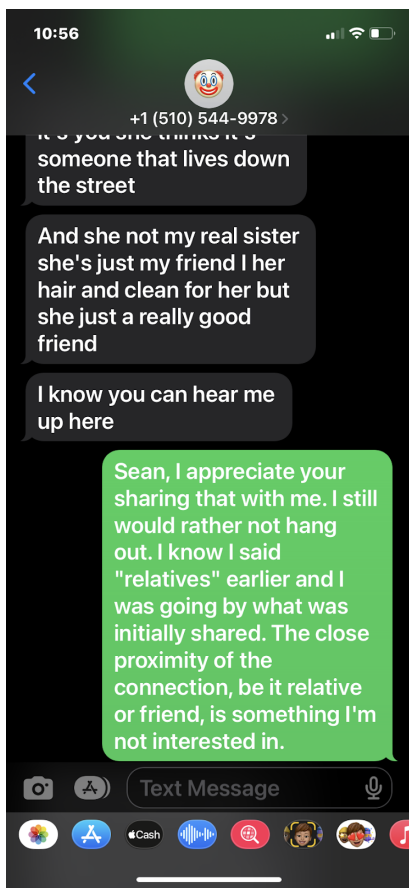
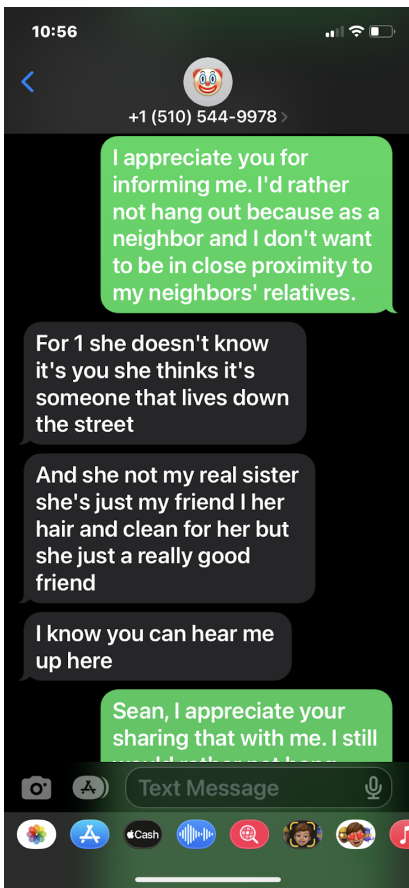
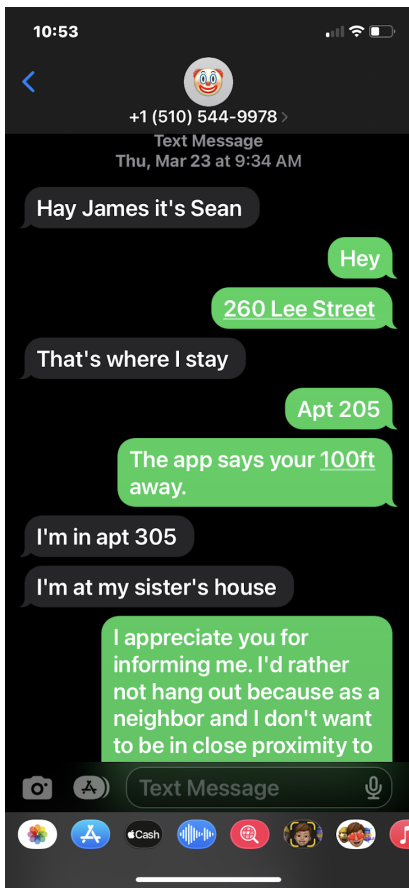
RESOLVED/PENDING: Resolved.

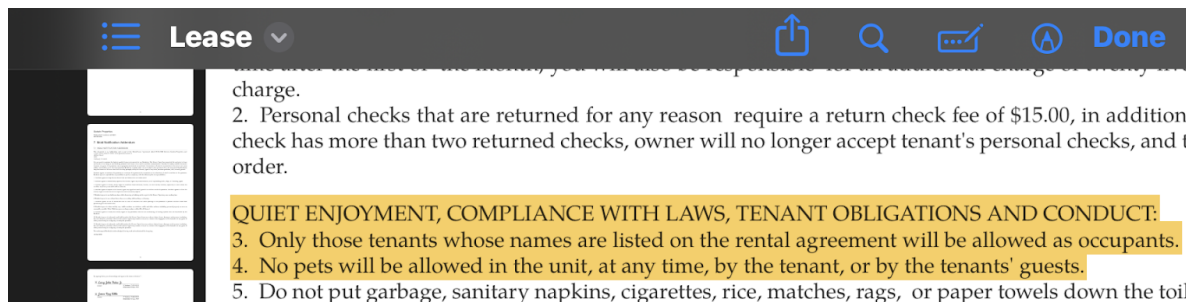
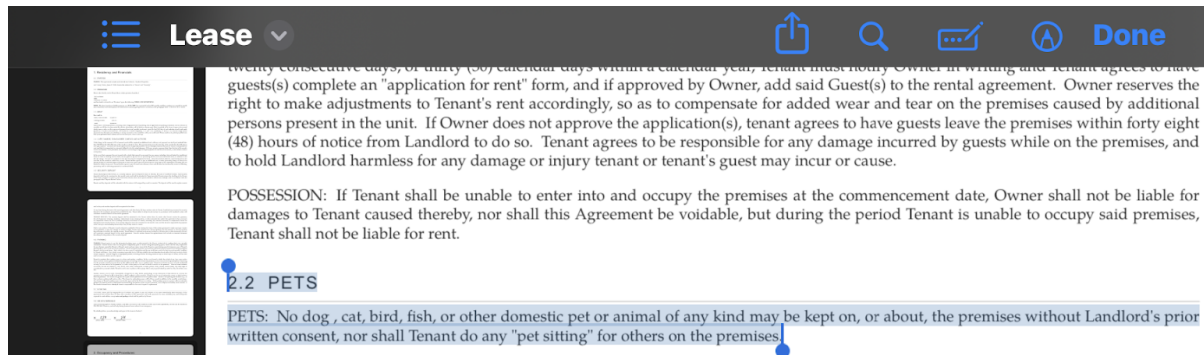
REASON: Melanie Godwin-Rosales, Owner/Landlord, contacted the tenant.

NOTES: **The original maintenance ticket #: 1184-1 was removed from the management online portal; it's no longer visible to the Tenants.** The tenant in Unit 305 was hosting a guest that had a dog. The dog's walking and barking throughout the day and night was very disturbing. According to the Lease agreement; pets and pet sitting isn't allowed. "2.2 PETS. PETS: No dog, cat, bird, fish, or other domestic pet or animal of any kind may be kept on, or about, the premises without Landlord's prior written consent, nor shall Tenant do any "pet sitting" for others on the premises." "Apartment and Building House Rules, QUIET ENJOYMENT, COMPLIANCE WITH LAWS, TENANT OBLIGATIONS AND CONDUCT: 4. No pets will be allowed in the unit, at any time, by the tenant, or by the tenants' guests." The guest with the dog, Sean (also known as Jay via social media) is photographed below with the background of Unit 305 and admitting in a text conversation that he was in Unit 305. Sean's profile says "dogperson" in the hashtag section. The social media app showed that Sean was 100 ft away from unit 205, meaning he was inside unit 305. Tenant James in 205 offered Sean his number to verify that he was in 305 and Sean did so. Sean admitted that he stays there then said it's his "sister's house".

MAINTENANCE TICKET #: 1184-1; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.







5. ISSUE: Broken Mailbox

DATE(S): 08/26/2022

LENGTH OF TIME: 9 months (270 days)

RESOLVED/PENDING: Pending.

REASON: There's a repeat theft subject that continuously steals mail and packages from residents at this property. Packages and mail are still being stolen. Management plans to install mailboxes inside the laundry room; no update on that. A report was filed with USPS. The mailbox key hole is not secure; it doesn't always lock and any key can open it. A USPS Supervisor left a notice for management on 05/11/2023. The notice was uploaded to the management portal system and sent to the Owner/Landlord's email; they acknowledge receipt of it. The online management portal says the request has been completed; The mailboxes have not been fixed.

NOTES: Multiple mailboxes (8 out of 15) are broken into and haven't been replaced. Residents have been victims of identity theft as well.

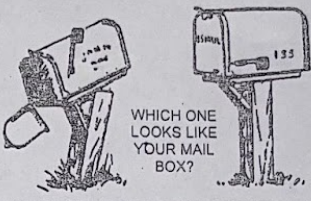
MAINTENANCE TICKET #: #1192-1 and #1231-1; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



Your Mailbox Needs Attention

11 May 2023
(Date)

Owner/Manager 260 Lee St.



Postal regulations require customers to provide and erect at their own expense rural mail boxes which meet official standards. A recent inspection disclosed the following faults.

1. Your box is not an approved box	10. The Signal Flag needs attention
2. The door needs attention	11. Your box is too near the road
3. Box must be located so carrier can serve it without leaving vehicle	12. Your box is too far from the road
4. Your box is not waterproof	13. Your box should face the road.
5. Your box should be raised _____ inches	14. Your box should be securely fastened to its support
6. Your box should be lowered _____ inches	15. Your box should be made level, and the post firmly planted
7. Your box must be located on the right-hand side of the road in the carrier's direction of travel	16. A new post for your box should be provided
8. The approach to your box should be filled and properly graded & kept unobstructed at all times	17. The rural box number must be printed in numerals not less than one inch high on the side of the box visible to the carrier as they approach it or on the box door if the boxes are grouped
9. The approach to your box should be kept clear of snow, vehicles, and other obstacles.	18. Your box should be painted to prevent rusting
	19. Your house number must be clearly displayed _____ on your house or _____ on your box

20. Other Faults
Broken mailboxes are to be replaced immediately. Mail delivery will be suspended and mail will be held until 25 May 2023. After 25 May 2023 All mail will be returned to sender NO Mail Receipts.

Please help us provide you with better service by correcting these faults by Immediately. After this date, delivery service may be suspended until the faults are corrected. Your cooperation is greatly appreciated.

If you have any questions please see your carrier or contact me.
for any questions or concerns
 Call: 510 622 7407
510 860 0296

Antoinette Harris
 (Postmaster)
 JCS

ANTOINETTE HARRIS

PS Form 4036, February 1991

6. ISSUE: Elevator Break-in, Urination and Defecation

DATE(S): 02/15/2023

LENGTH OF TIME: 100 days (3.33 months)

RESOLVED/PENDING: Pending.

REASON: The elevator door has no door seal, like the laundry room door; therefore, it's easy for anyone to pick the lock and breakin.

NOTES: This is a safety concern because anyone can access the elevator. The same subject who steals packages and breaks in the mailboxes is the same person who breaks in the elevator. The subject is a repeat offender and has broken into the elevator numerous times. The

subject also urinates and defecates inside the elevator. The subject sleeps, camps out and stores items inside the elevator. A report was filed with the Oakland Police Department by the Property Manager and Tenants on 2/15/2023 over the phone. The most recent break in was on May 5th 2023; the subject's photo and police report information is below. MAINTENANCE TICKET #: #1193-1 and #1229-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Attached photos to online maintenance portal.



Oakland Police Department
455 Seventh Street
Oakland, CA 94607

Officer: J. Hartman
Serial #: 9987 Date: 5 May 23
RD #: IUC 565

Traffic Section - Lost and Found Station
2651 73rd Ave., Oakland, CA 94605
(510) 777-8570
Hours: 8 a.m.-2:30 p.m. Monday-Thursday
To obtain a copy of a traffic accident report go to
the location checked above. Some are also
available at <http://police-reports.inxisnextis.com>.
* A fee is charged.

Records Section - Police Admin Building (1st Flr
Kiosk)
455 Seventh Street, Oakland, CA 94607

7. ISSUE: Security Cameras Malfunctioning

DATE(S): 11/23/2022

LENGTH OF TIME: 184 days (6.13 months)

RESOLVED/PENDING: Pending.

REASON: No new update from property management/owner.

NOTES: Tenant, James Willis, Inquired (via text) about the security cameras to Property Management, Melaine Godwin-Rosales on 03/23/2023; no response. Property Manager, Christina Nelson, stated that a company would come out in March 2023 to look at them; they did not come out. No update from management.

MAINTENANCE TICKET #: #1194-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Chris Rosales came by on 03/38/2023 to observe the cameras.

8. ISSUE: Garage Pipe Leak and Feces Leakage on Garage Door

DATE(S): 11/14/2022-12/06/2022

LENGTH OF TIME: 22 days

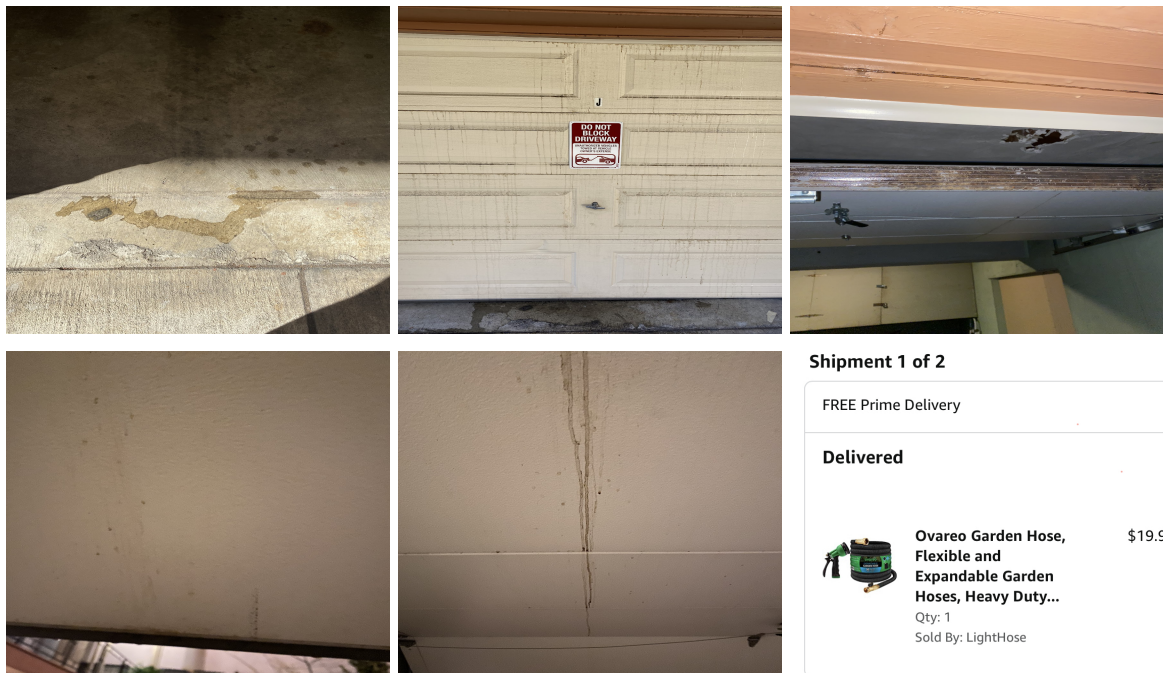
RESOLVED/PENDING: Resolved.

REASON: Plumbing company came and fixed the leak; however, Property Manager, Christina Nelson didn't properly clean the feces leakage off the entire garage door.

Tenant, James Willis, sent photos afterwards. Because the feces water dried up, it could not be cleaned with wet wipes. Tenant James purchased a water hose, washed and cleaned the garage door himself. The water hose on the premises that belongs to the property did not reach far enough to clean the garage door.

NOTES: Tenant James had to open and close a garage for 22 days with feces water on it and smelly..

MAINTENANCE TICKET #: N/A; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



Shipment 1 of 2

FREE Prime Delivery

Delivered



Ovareo Garden Hose, Flexible and Expandable Garden Hoses, Heavy Duty... \$19.99
Qty: 1
Sold By: LightHose

9. ISSUE: Bedroom Walk in Closet Light Fixture

DATE(S): 08/26/2022-10/03/2022

LENGTH OF TIME: 38 days (1.27 months)

RESOLVED/PENDING: Resolved.

REASON: The light fixture in the bedroom did not work. After constantly following up multiple times with Property Manager, Christina Nelson, she came and fixed it.

NOTES: Had to use a flashlight, the room light to see into the closet for 38 days after move-in. MAINTENANCE TICKET #: N/A; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

10. ISSUE: Kitchen Breaker for Microwave Outlet and Hoodfan

DATE(S): 08/26/2022, 10/03/2022

LENGTH OF TIME: 224 days (7.47 months)

RESOLVED/PENDING: Pending.

REASON: On Monday, 04/03/2023 Property Owner, Melanie Godwin-Rosales texted asking if Christina had taken a look at it. Property Manager, Christina Nelson, has not followed up/through.

NOTES: Unable to use multiple appliances at once without the breaker going out. Went 38 days without a functioning microwave outlet and hood fan. Property Manager, Christina Nelson, rigged the outlet to make it and the hoodfan work but the kitchen did not allow for multiple appliances to be used without the breaker going out. It was fixed sometime between April 6 and 7th; although those days were not days that permission was allowed to enter the unit, we noticed that the breaker no longer went out when using multiple appliances at once. It may have been fixed outside the unit or something, not sure how it got fixed.

MAINTENANCE TICKET #: 1195-1; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

11. ISSUE: Unfinished Work-Kitchen/Dining Area

DATE(S): 08/26/2022

LENGTH OF TIME: 9 months (270 days)

RESOLVED/PENDING: Pending

REASON: No follow up/follow through.

NOTES: Kitchen window needs a screen, blinds, and screen clips. Tenant, Larry Butac, bought screen clips. Cabinetry is missing latches. Backsplash is missing caulking. All this is in the move in inspection.

MAINTENANCE TICKET #: 1196-1; Communication with Property Manager, Christina Nelson via text messages. Attached photos to online maintenance portal.



12. ISSUE: Unfinished Work-Living Room

DATE(S): 08/26/2022

LENGTH OF TIME: Pending

RESOLVED/PENDING: 9 months (270 days)

REASON: No follow up/follow through.

NOTES: Living room window needed a screen and screen clips. Tenant, Larry Butac, bought screen clips. Tenant James Willis purchased polycarbonate sheets to cover the windows that had no screens. Window does not fully close; the opening causes more cold air to enter inside the apartment and more heat to leave the apartment when on; resulting in a high electric bill. The windows are single pane. The tenants purchased heavy velvet curtains to help keep out some of the cold air. Counter is missing a countertop. A mirror is used to cover the hole. Furnace was left unclean and not working. All of this was in the move in inspection. The management still has not provided a copy to the tenants. The City of Oakland inspector visited the property on 5/10/23 and discovered that the broken window does not close properly then completed a Request for Service: Tenant complaint form to contact the Owner/Landlord.

MAINTENANCE TICKET #: 1197-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Attached photos to online maintenance portal.



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
inspectioncounter@oaklandnet.com

(510) 238-6402
FAX: (510) 238-2959
TDD: (510) 238-3254

Request for Service: Tenant Complaint

Property Address: 260 LEE ST Unit No. 205 Inspection Date: 5/10/23
Complaint No. 2302143 Inspector: T. P. ROE Phone No. (510) 238-7124
Complainant's Name: James Willis Phone No. (318) 787-4326
Owner/Manager: Helenie Godwin Phone No. (925) 294-5860

INSPECTION:

PROPERTY MAINTENANCE:

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

Window defects: Don't close properly

- Lack of window egress: _____
- Lacks of light/ventilation: _____
- Mice/rodents/roaches: _____
- Roof leaking/damaged: _____
- 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: _____
- Missing/Inoperative smoke/carbon monoxide detectors: _____

BUILDING MAINTENANCE:

- Electrical: _____
- Plumbing: _____
- Plumbing leak: _____
- Clogged sink/toilet: _____
- Building sewer blockage: _____
- Lack of/defective heating system: _____
- Mechanical: _____
- Wall/ceiling/floor defects: _____
- Others: _____
- Others: _____
- Others: _____

Surface mold present on _____
See brochure for remediation guidelines. (Description required, e.g. bedroom wall under window, tub ceiling)

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 of Violation 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: James Willis Date: 5/10/2023

Request for Service: Tenant Complaint form (revised 5/2016)



13. ISSUE: Unfinished Work-Bathroom

DATE(S): 08/26/2022

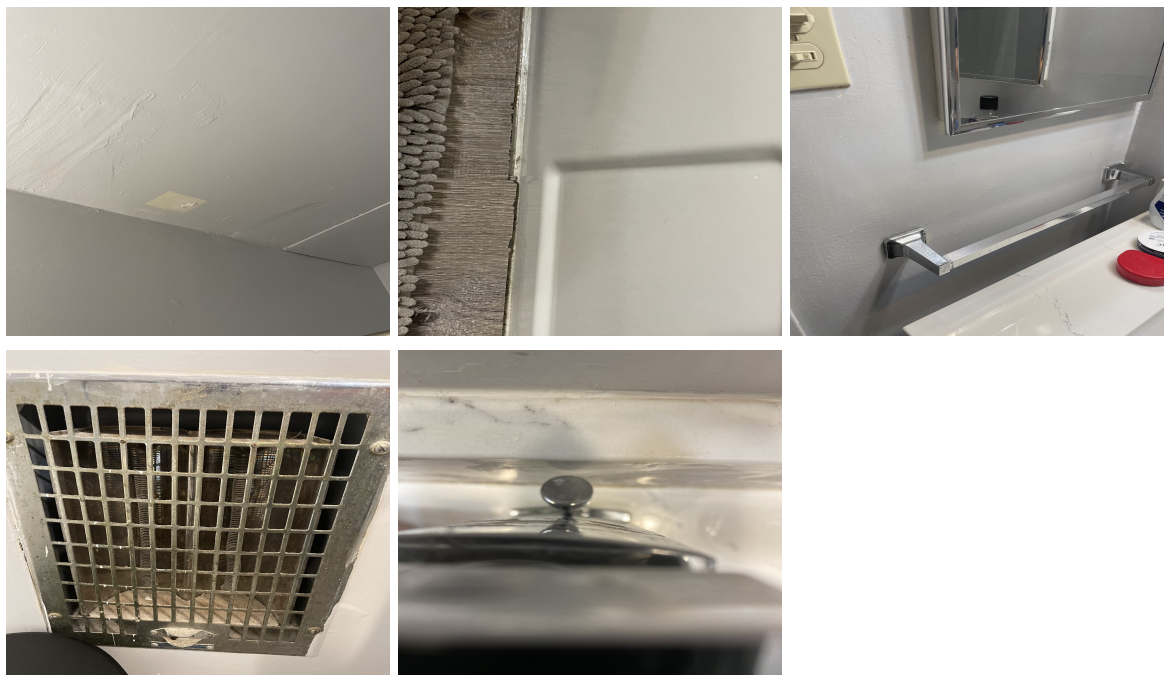
LENGTH OF TIME: 9 months (270 days)

RESOLVED/PENDING: Pending

REASON: No follow up/follow through

NOTES: Painting of walls, ceiling, and door left unfinished. No caulk or transition strip between floor and bathtub. One towel rack isn't secured. Bathroom heater was left uncleaned. Unable to use face bowl stopper in sink because the lever behind the faucet can't be lifted; the lever is flushed with the granite. Bathroom fan needs cleaning and insects fall from the fan into the sink. This was mentioned in the move-in inspection.

MAINTENANCE TICKET #: 1198-1; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.





14. ISSUE: Unfinished Work-Bedroom

DATE(S): 08/26/2022

LENGTH OF TIME: 9 months (270 days)

RESOLVED/PENDING: Pending.

REASON: No follow up/follow through.

NOTES: Bedroom window needed a screen, and screen clips. Tenant, Larry Butac, bought screen clips. No transition strip at bedroom door or closet door. Bedroom door is also misaligned and doesn't close properly. Ceiling paint spots are incomplete. No transition strip between carpet and floor for door entrance and the closet door. The carpet is unraveling. This was in the move-in inspection.

MAINTENANCE TICKET #: 1199-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



15. ISSUE: Mold in Bathroom

DATE(S): 08/26/2022

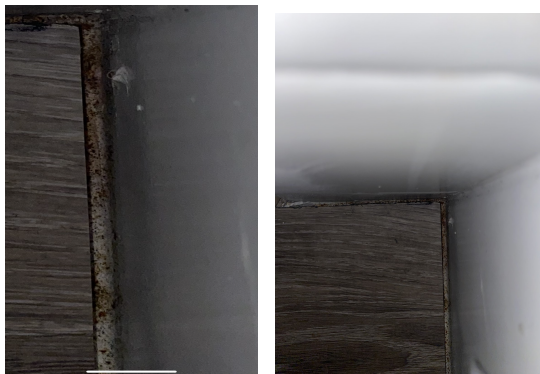
LENGTH OF TIME: 9 months

RESOLVED/PENDING: Pending.

REASON: Melanie Godwin-Rosales, the Owner/Landlord, said they would decide which is most important and start. No one has started on it yet.

NOTES: There's rust and black colored mold in the expansion gap between the wood floor and tub. The implied warranty of habitability Cal. Civ. Code § 1941.1(a) is in violation and has been since 08/26/2023 (7 months+) due to lack of proper waterproofing for the expansion gap and the floor not being in good repair. This was preventable as it was addressed during the inspection. Installing a vinyl plank or transition strip would have prevented this. The bathroom doesn't have a window so when showering/bathing, the tenants use the bathroom fan and leave the door open as agreed upon in the lease. One of the tenants is allergic to mold. The expansion gap was mentioned in the move-in inspection.

MAINTENANCE TICKET #: 1200-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Attached photos to online maintenance portal.

**16. ISSUE: Incorrect Garage Assignment**

DATE(S): 08/26/2022

LENGTH OF TIME: 220 Days (7.23 months)

RESOLVED/PENDING: Resolved.

REASON: Christina Nelson, said she would provide the tenant with the key but didn't until Sunday, 04/02/2023.

NOTES: The lease agreement says garage "I" on page 2. And it says that "Any change in Tenant's parking space is to first be approved by the Owner in writing". I was initially assigned garage I on move-in day but Christina gave me the wrong key and just told me to go ahead and use garage J. It was never in writing.

MAINTENANCE TICKET #: 1201-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



guest during guests temporary use or tenant's minimum vehicle insurance for liability, property times, and to be kept in good operable condition abandoned and subject to being towed at vehicle rance ways or drive ways of others, will be cited

nant's vehicle has a leak of any type, upon notice ;, and to have said leak repaired prior to returning Tenant is not to do any type of work, mechanical ehicle on the premises. Vehicles herein referred , boats, trailers, motor homes, any other type of roperly locked up and if so, they do at their own

r any other part of their vehicle on, or near, the ot to run an automotive repair or sales business reet. Tenant to use parking stall marked as L , as r month in addition to the monthly rental charge. this parking space is a garage with an automatic

17. ISSUE: Inadequate Heating

DATE(S): 08/26/2022

LENGTH OF TIME: 8 months (240 days)

RESOLVED/PENDING: Resolved.

REASON: HVAC (Les & Frank) visited Monday, 04/03/2023. They did an assessment on the heaters only and said they would share details with property management and the owner. Nothing was cleaned nor fixed. They are awaiting instructions from Godwin Properties. The Tenants proposed using the repair and deduct remedy; no response from property management/owner.

NOTES: Under the implied warranty of habitability, landlords must provide renters with a unit suitable for habitation. Under local and state laws, this means providing essential services, including heat. There isn't adequate heating in Unit 205 at 260 Lee St. The implied warranty of habitability Cal. Civ. Code § 1941.1(a) is in violation and has been since 08/26/2023 (8 months) due to lack of limited heating facilities and the only heating facilities (living room wall heater) in the unit is not in good working order/well-maintained. This was preventable as it was addressed during the initial inspection.

California Code of Regulations (25 CCR § 34) is in violation. Every dwelling unit and guest room used or offered for rent or lease shall be provided with heating facilities capable of maintaining a minimum room temperature of 70 degrees F at a point three feet above the floor in all habitable rooms. The bedroom, living room and kitchen/dining room are habitable rooms; there's no heat facility provided by the landlord for the bedroom and kitchen/dining rooms. And the living room wall heater is not working and not in good condition. The temperature of the habitable rooms in the unit are below 70 degrees F; see attached photo. In a rental unit, rooms such as bedrooms, the living room and kitchen require heat. Bathrooms, closets, hallways and storage rooms may remain unheated.

Oakland Housing Ordinances Healthy Homes Provisions City of Oakland, California-Chapter 15.08 OAKLAND HOUSING CODE is in violation. 15.08.340 Inadequate Sanitation. Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation

shall include, but not be limited to, the following: 6. lack of adequate heating facilities. Facilities is plural, meaning more than one.

The landlord has failed to maintain the property and conduct repairs upon the request of the tenant (generally the landlord is given a 30 day grace period). It's been over 7 months. The tenant may perform the repair and subtract the cost from the rent owed, or he or she may vacate the premises and be freed from any outstanding obligations under his lease [CA Civil Code Sec. 1942].

Bedroom Temperature without heat-67.2 F

Living Room Temperature without heat-68.9 F

It's past the 30 day grace period for the landlord to correct these violations. The tenants are interested in seeking the legal remedy of the "repair and deduct" method. The tenants have been using 3 portable heaters to keep the habitable rooms warm (bedroom, dining room/kitchen area, living room) throughout the fall/winter months while Godwin Properties didn't respond by phone, texts and emails.

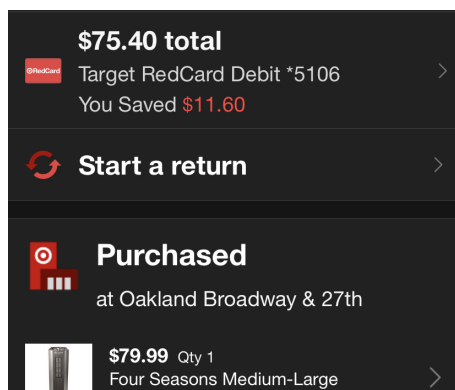
MAINTENANCE TICKET #: 1205-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Photos attached to the



online portal and included below.







Item	Qty	Total
<u>Mainstays 1500W Electric Infrared Cabinet Heater, Indoor, Black, DF1911</u>	2	\$129.72
		\$64.86

Walmart Protection Plan Delivery

Item	Qty	Total
<u>2-Year Protection Plan For Hardware \$60-\$79.99</u>	1	\$7.00
		\$7.00
<u>2-Year Protection Plan For Hardware \$60-\$79.99</u>	1	\$7.00
		\$7.00

Order summary

Order subtotal:	\$143.72
Careplan & Services:	\$14.00
Walmart shipping	FREE
Total tax	\$12.00
Order total	\$155.72

Billing information

Billing address	Payment method(s)
James Willis	Gift Card ending in 9861

18. ISSUE: Upstairs Domestic Violence Disturbance (Unit 305)

DATE(S): 08/26/2022

LENGTH OF TIME: 9 months

RESOLVED/PENDING: Pending.

REASON: The Tenant (Unit 305) continues allowing the husband to come back to the unit.

NOTES: This is a violation of the Lease; "8. Apartment and Building House Rules, QUIET ENJOYMENT, COMPLIANCE WITH LAWS, TENANT OBLIGATIONS AND CONDUCT: 3. Only

those tenants whose names are listed on the rental agreement will be allowed as occupants.” Oakland Police, 4 officers, visited unit 205 on 09/07/2022 at approximately 2am knocking on the window with flashlights and knocking on the door until we answered. The officers were looking for a black male adult about a break-in dispatched at this address. The dispatcher redirected the officers to unit 305. The husband of the tenant in unit 305 allegedly attempted to break-in the unit because the tenant denied the suspect access. Tenant, James Willis, notified Property Manager, Christina Nelson, on several occasions and also called Oakland Police on 12/13.2022 when the Tenant (Unit 305) was yelling/screaming for the alleged aggressor (the husband) to let go. There were sounds of throwing objects, banging on the walls, arguing, screaming, running sounds on the floors. Property Manager, Christitina Nelson, mentioned sending a letter to the Tenant (Unit 305) on 01/15/2023. The most recent domestic violence activity occurred on 03/29/2023 at approximately 12pm; 04/01/2023 at approximately 10pm. A short voice recording was sent to the property management on 12/22/2022. Three short voice recordings of the altercation between the tenant in 305 and her husband (6 photos of him) were sent to property owner and management.

MAINTENANCE TICKET #: 1202-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



19. ISSUE: Broken Window/No Screens

DATE(S): 08/26/2022

LENGTH OF TIME: 9 months

RESOLVED/PENDING: No decision.

REASON: No update from management.

NOTES: Under the implied warranty of habitability, landlords must provide renters with a unit suitable for habitation. Under local and state laws, this means providing essential services, such as effective weather protection. There is a broken window and windows without screens in Unit 205 at 260 Lee St. This was preventable as it was addressed during the initial inspection on 8/26/2022.

The implied warranty of habitability Cal. Civ. Code § 1941.1(a)(1) is presently being violated and has been since 08/26/2022 (7 months+) due to a broken window. The window is faulty due to the fact that it is broken.

Godwin Properties is in further violation according to Healthy Homes Provisions of City of Oakland, California OAKLAND HOUSING CODE. Within the code, Article X Substandard Buildings 15.08.340 states the following: H. Faulty Weather Protection. Buildings or portions thereof shall be considered substandard when they have faulty weather protection which shall include, but not be limited to, the following: 2. deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors. As previously indicated, the window in question is substandard because of faulty weather protection. Again, this was addressed during the initial inspection on 08/26/2022 and has yet to be fixed. The maintenance supervisor, Chris Rosales, saw the broken window and window covers during his visit on Tuesday, 03/28/2023. The tenants purchased 3 custom polycarbonate panes specific to the dimensions of the windows that also assist with properly ventilating the unit. In addition, the tenants purchased 2 packs of screen fasteners.

\$348.40 (3 covers for the windows without screens)

\$7.92 2 (packs of screen fasteners)

\$1.64 (\$0.585 cent per mile* x (round trip from unit to Ace Hardware in Piedmont, CA 2.8 miles))

\$11.70 (\$0.585 cent per mile* x (round trip from unit to TAP Plastics in El Cerrito, CA 20 miles))

MAINTENANCE TICKET #: It's connected to tickets 1196-1, 1197-1 and 1199-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales.



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
inspectioncounter@oaklandnet.com

(510) 238-6402
FAX: (510) 238-2959
TDD: (510) 238-3254

Request for Service: Tenant Complaint

Property Address: 260 LEE ST Unit No. 205 Inspection Date: 5/10/23
Complaint No. 2302143 Inspector: T. P. ROY Phone No. (510) 238-7124
Complainant's Name: James Willis Phone No. (318) 787-4326
Owner/Manager: Helenie Godwin Phone No. (925) 294-5860

INSPECTION:

PROPERTY MAINTENANCE:

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

Window defects: Don't close properly

- Lack of window egress: _____
- Lacks of light/ventilation: _____
- Mice/rodents/roaches: _____
- Roof leaking/damaged: _____
- 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: _____
- Missing/Inoperative smoke/carbon monoxide detectors: _____

BUILDING MAINTENANCE:

- Electrical: _____
- Plumbing: _____
- Plumbing leak: _____
- Clogged sink/toilet: _____
- Building sewer blockage: _____
- Lack of/defective heating system: _____
- Mechanical: _____
- Wall/ceiling/floor defects: _____
- Others: _____
- Others: _____
- Others: _____

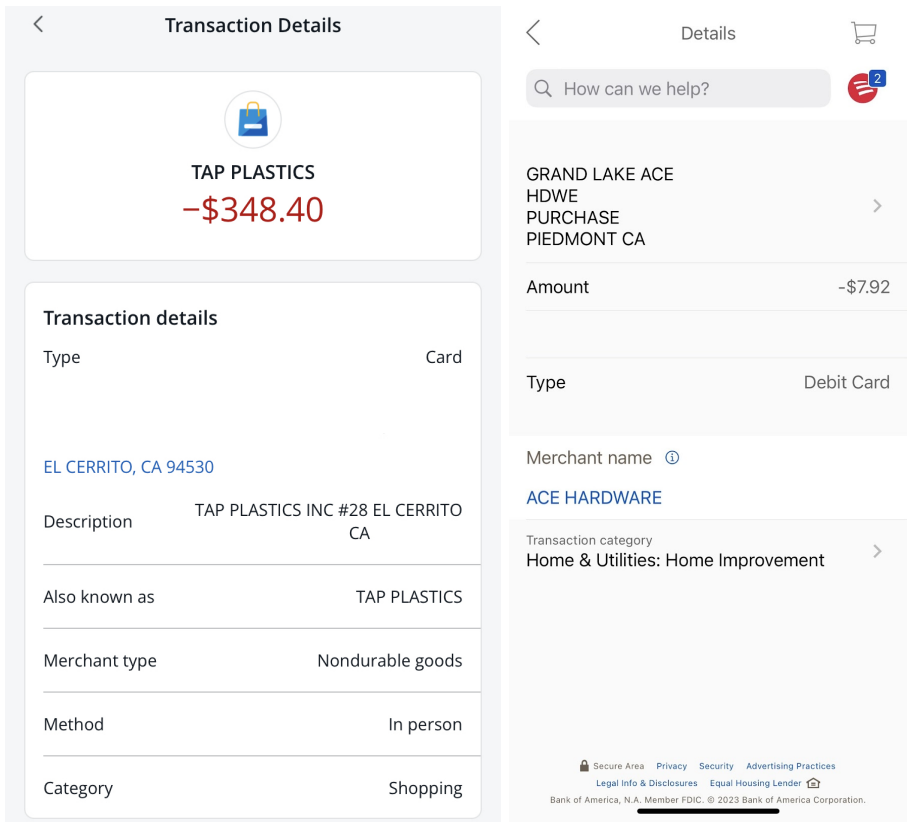
Surface mold present on _____
See brochure for remediation guidelines. (Description required, e.g. bedroom wall under window, tub ceiling)

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 of Violation 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: James Willis Date: 5/10/2023

Request for Service: Tenant Complaint form (revised 5/2016)



Call Log Property Owner/Landlord (925) 294-5860

Date (Pacific)	Number	Destination	Minutes
08/10/2022 12:08 PM	(925) 294-5860	to Livermore/CA	1 Min
08/15/2022 2:29 PM	(925) 294-5860	to Livermore/CA	1 Min
08/15/2022 3:29 PM	(925) 294-5860	to Livermore/CA	1 Min
08/15/2022 3:56 PM	(925) 294-5860	to Livermore/CA	1 Min
08/16/2022 2:48 PM	(925) 294-5860	to Livermore/CA	1 Min
08/16/2022 2:50 PM	(925) 294-5860	to Livermore/CA	2 Min
08/19/2022 2:26 PM	(925) 294-5860	to Livermore/CA	1 Min
08/21/2022 1:50 PM	(925) 294-5860	to Livermore/CA	1 Min

08/22/2022 2:48 PM	(925) 294-5860	to Livermore/CA	2 Min
10/25/2022 10:44 PM	(925) 294-5860	to Livermore/CA	3 Min
10/26/2022 4:38 PM	(925) 294-5860	to Livermore/CA	1 Min
10/27/2022 5:14 PM	(925) 294-5860	to Livermore/CA	1 Min
10/27/2022 7:28 PM	(925) 294-5860	to Livermore/CA	1 Min
02/21/2023 1:52 PM	(925) 294-5860	to Livermore/CA	2 Min
02/21/2023 1:55 PM	(925) 294-5860	to Livermore/CA	2 Min
02/21/2023 1:56 PM	(925) 294-5860	to Livermore/CA	2 Min
02/21/2023 1:59 PM	(925) 294-5860	to Livermore/CA	3 Min
02/22/2023 12:37 PM	(925) 294-5860	to Livermore/CA	2 Min
02/27/2023 1:25 PM	(925) 294-5860	to Livermore/CA	1 Min
03/29/2023 1:33 PM	(925) 294-5860	to Livermore/CA	2 Min
03/30/2023 4:37 PM	(925) 294-5860	to Livermore/CA	2 Min
05/20/2023 10:38 AM	(925) 294-5860	to Livermore/CA	2 Min

Call Log Property Manager (510) 393-8252 Phone 1

Date (Pacific)	Number	Destination	Minutes
08/26/2022 10:33 AM	(510) 393-8252	Incoming	2 Min
08/26/2022 12:11 PM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
08/26/2022 5:38 PM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
08/26/2022 6:08 PM	(510) 393-8252	Incoming	3 Min
08/27/2022 11:23	(510)	to Okld	1 Min

AM	393-8252	Mn-pd/CA	
08/27/2022 11:41 AM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
09/02/2022 12:31 PM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
09/08/2022 11:48 AM	(510) 393-8252	to Okld Mn-pd/CA	8 Min
09/15/2022 4:17 PM	(510) 393-8252	to Okld Mn-pd/CA	4 Min
09/30/2022 2:24 PM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
10/03/2022 10:45 AM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
10/03/2022 11:20 AM	(510) 393-8252	Incoming	1 Min
10/15/2022 5:03 PM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
10/29/2022 10:14 AM	(510) 393-8252	Incoming	2 Min
11/16/2022 11:40 AM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
11/16/2022 4:26 PM	(510) 393-8252	Incoming	24 Min
11/26/2022 2:30 PM	(510) 393-8252	to Okld Mn-pd/CA	4 Min
12/13/2022 10:56 AM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
12/21/2022 8:18 PM	(510) 393-8252	Incoming	1 Min
12/29/2022 8:52 AM	(510) 393-8252	to Okld Mn-pd/CA	2 Min
02/02/2023 5:11 PM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
02/02/2023 5:14 PM	(510) 393-8252	Incoming	5 Min
04/13/2023 11:33 AM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
04/14/2023 4:38 PM	(510) 393-8252	Incoming	6 Min

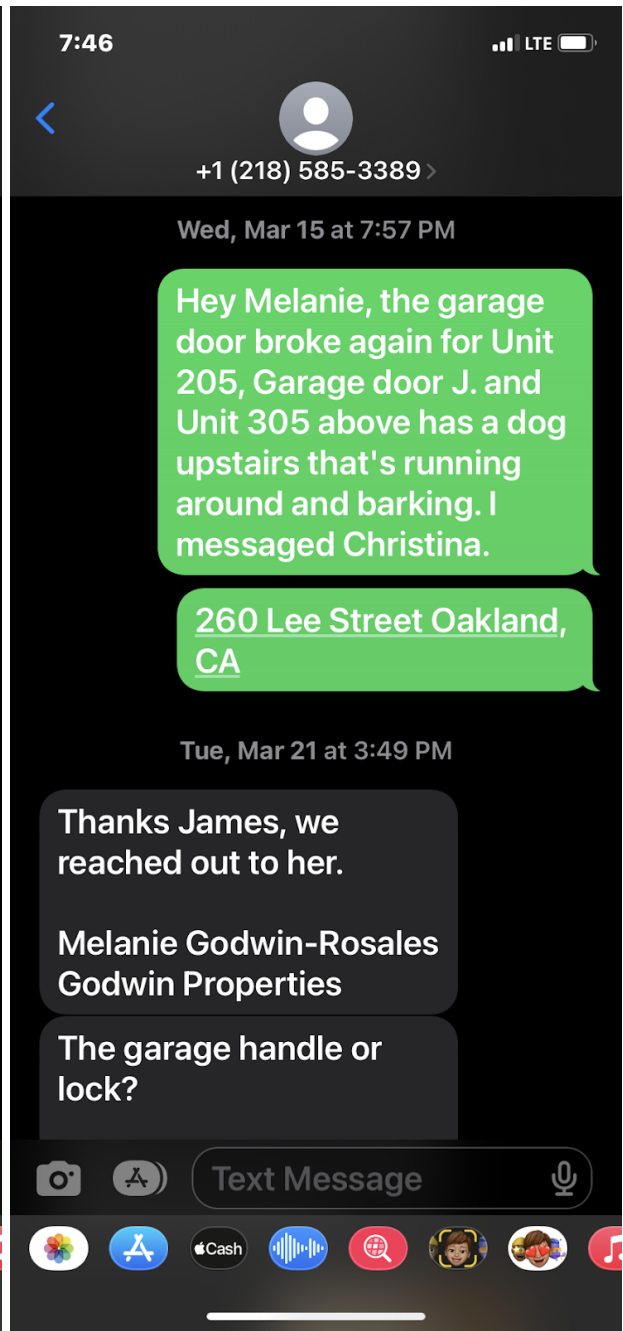
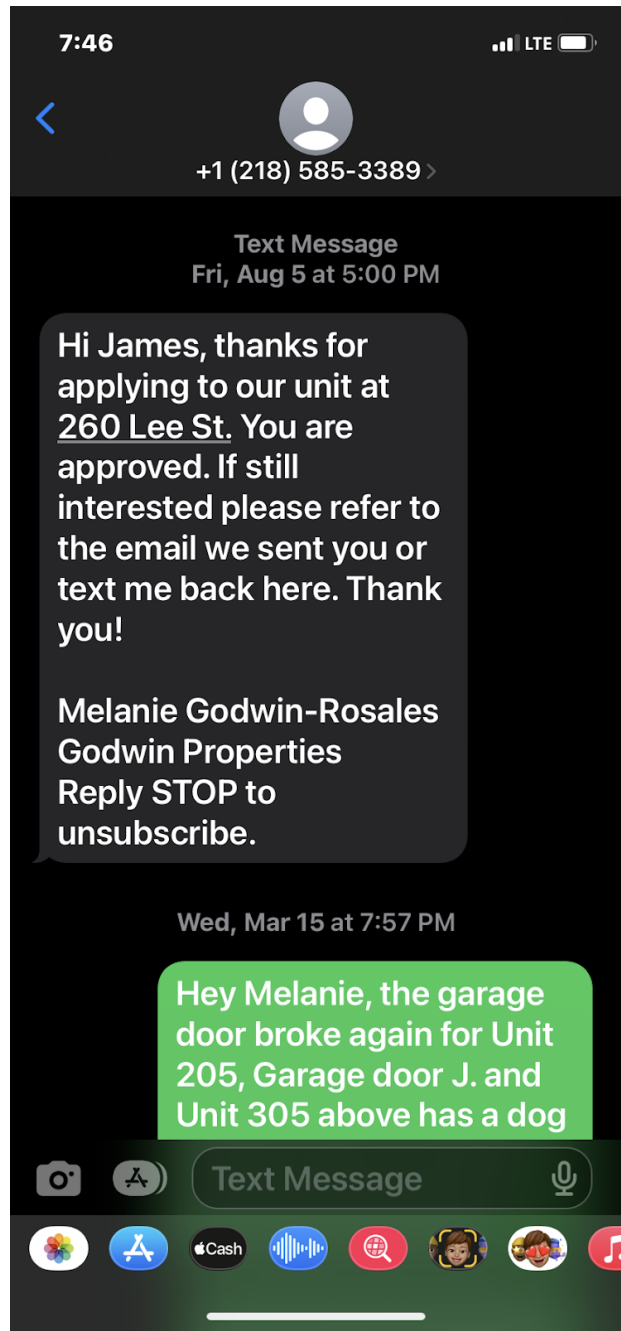
05/20/2023 10:36 AM	(510) 393-8252	to Okld Mn-pd/CA	1 Min
05/23/2023 9:10 PM	(510) 393-8252	Incoming	3 Min

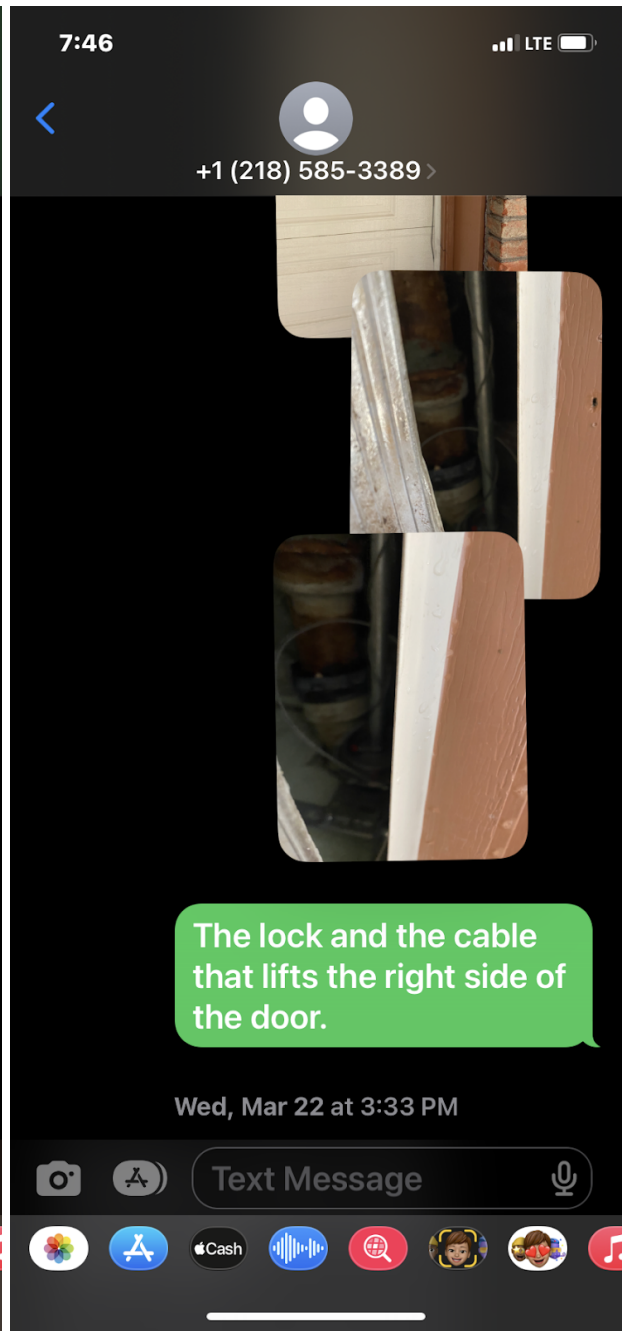
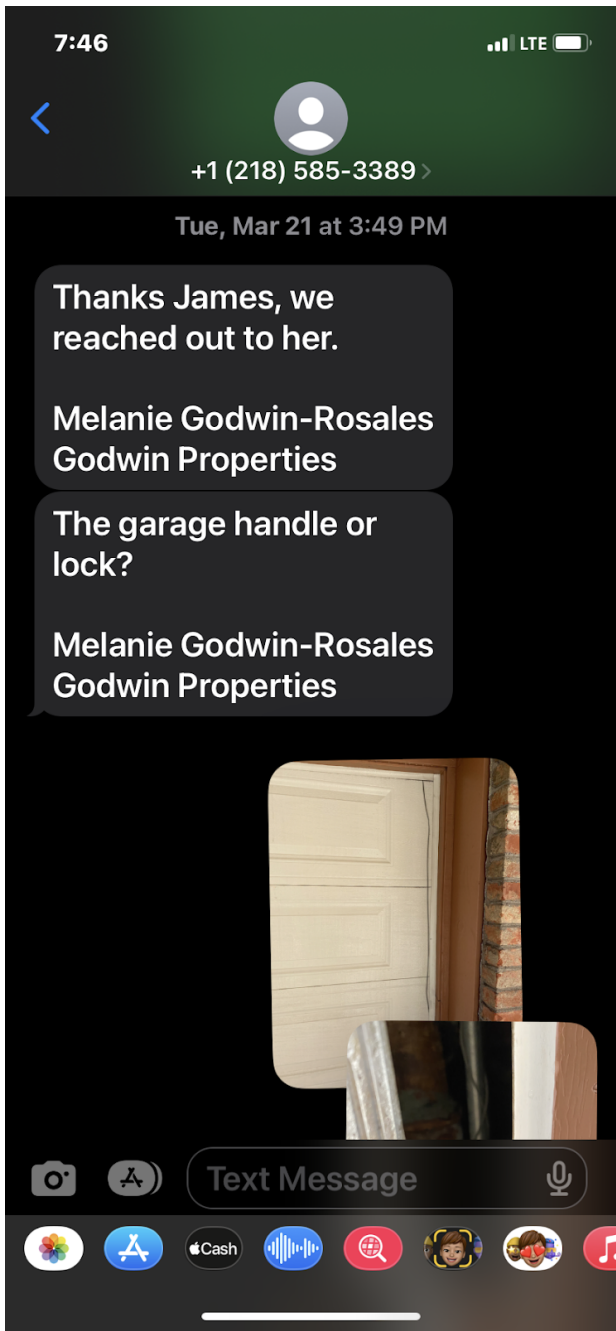
Call Log Property Manager (510) 250-9663 Phone 2

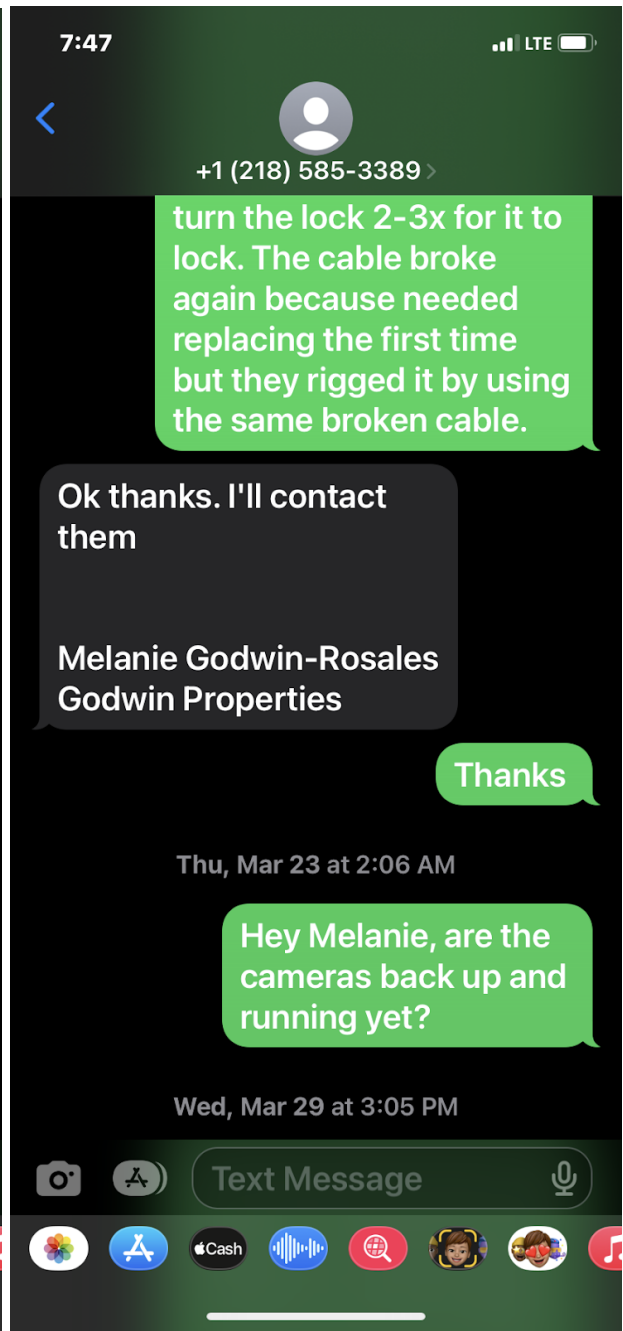
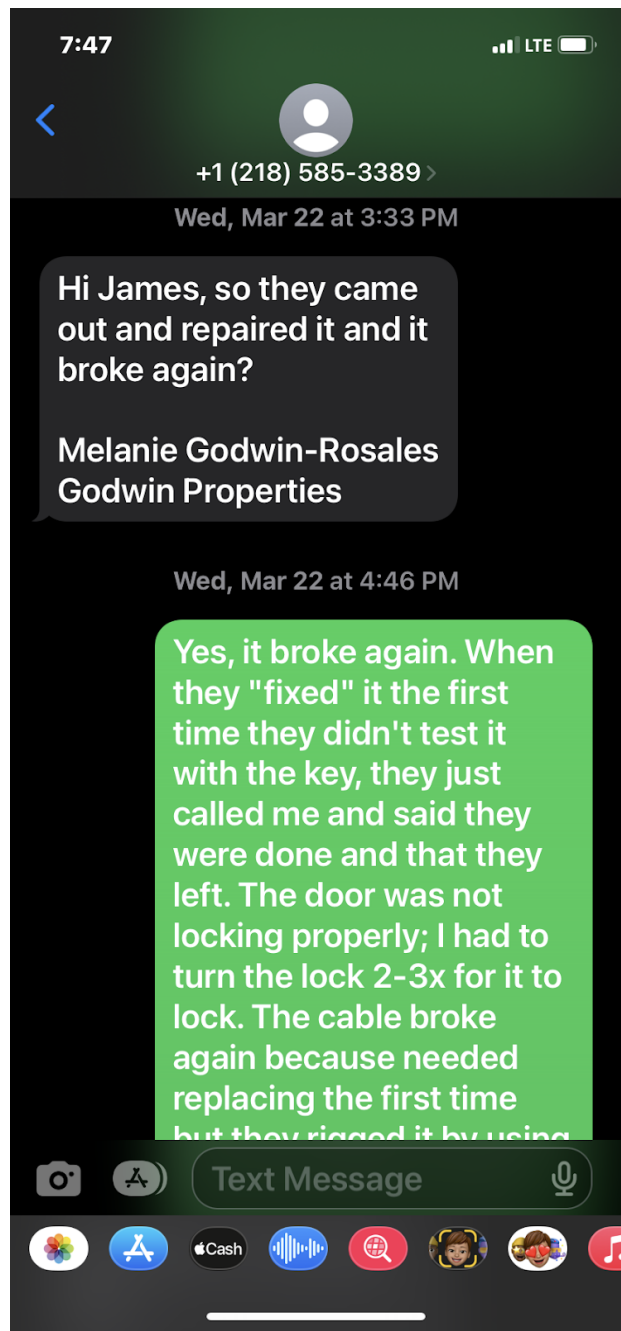
Date (Pacific)	Number	Destination	Minutes
02/15/2023 5:31 PM	(510) 250-9663	to Okld Mn-pd/CA	1 Min
02/21/2023 1:58 PM	(510) 250-9663	to Okld Mn-pd/CA	2 Min
02/22/2023 12:39 PM	(510) 250-9663	to Okld Mn-pd/CA	2 Min
02/28/2023 8:13 AM	(510) 250-9663	to Okld Mn-pd/CA	1 Min
03/02/2023 1:20 PM	(510) 250-9663	to Okld Mn-pd/CA	1 Min
03/31/2023 11:57 AM	(510) 250-9663	to Okld Mn-pd/CA	1 Min
04/14/2023 3:38 PM	(510) 250-9663	to Okld Mn-pd/CA	1 Min

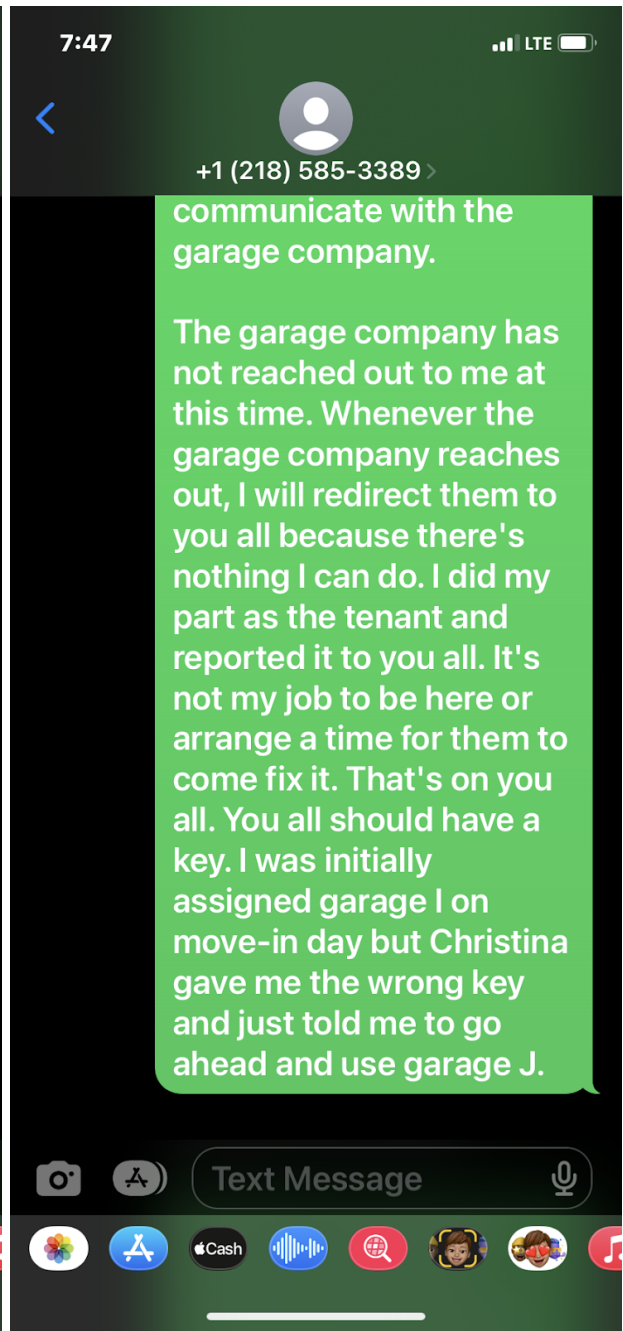
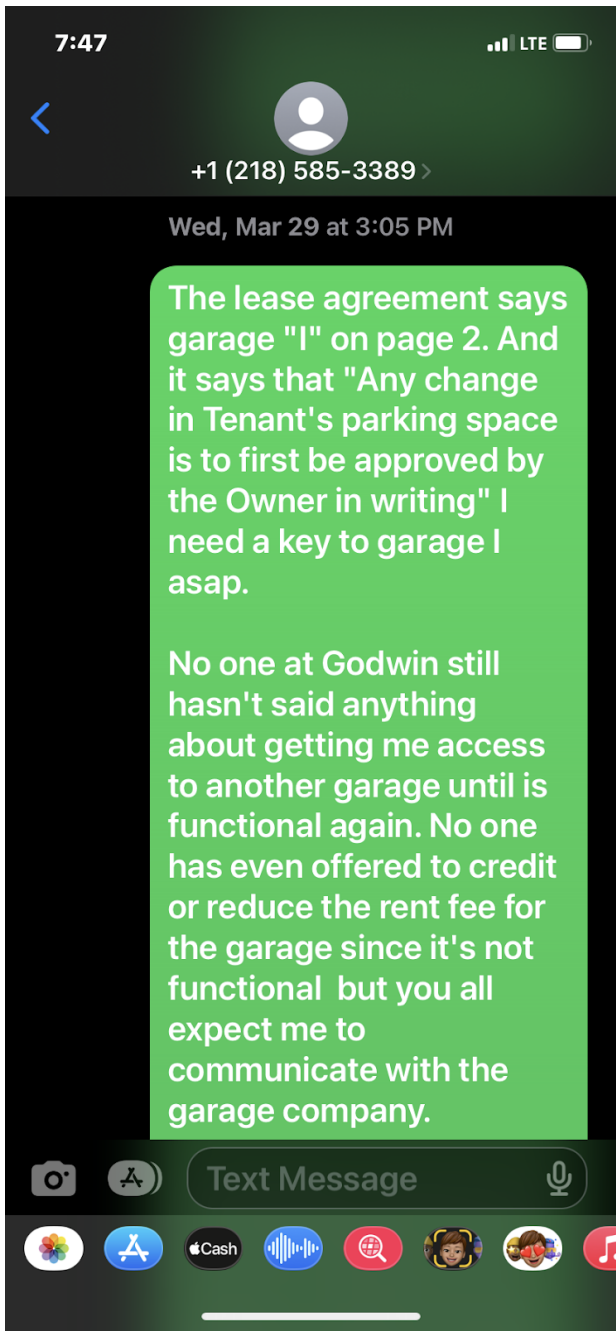
+1 (218) 585-3389 Text Thread between 1 Tenant and Property Owner/Landlord

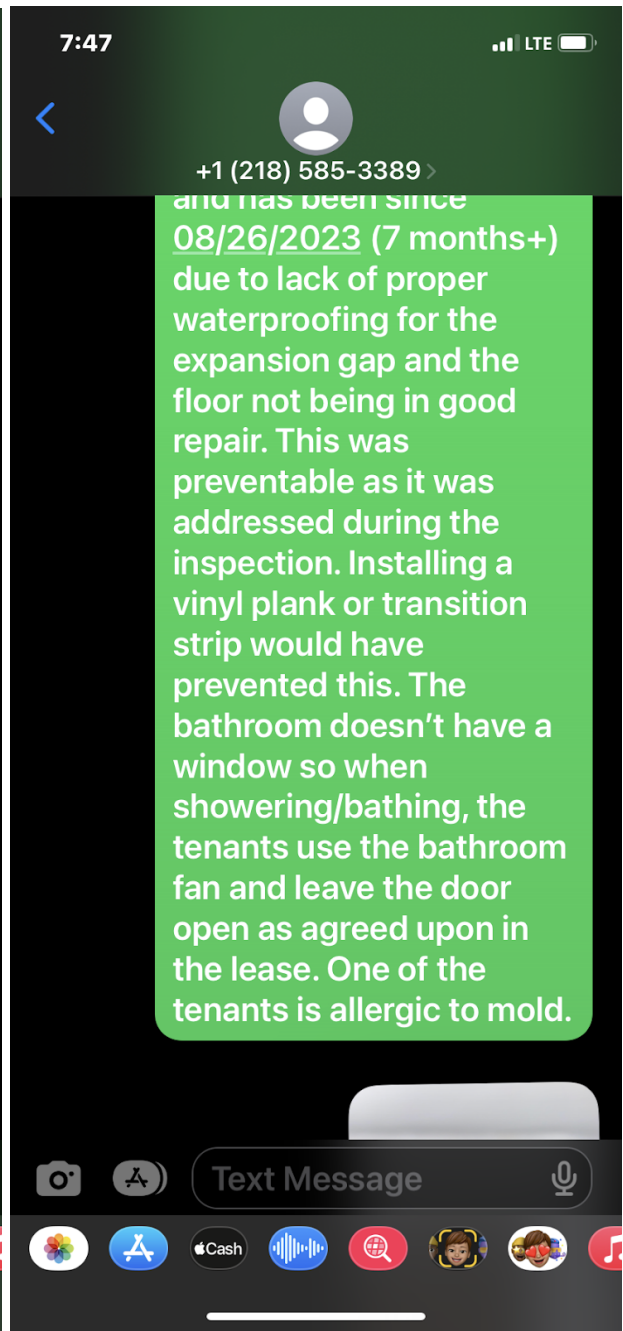
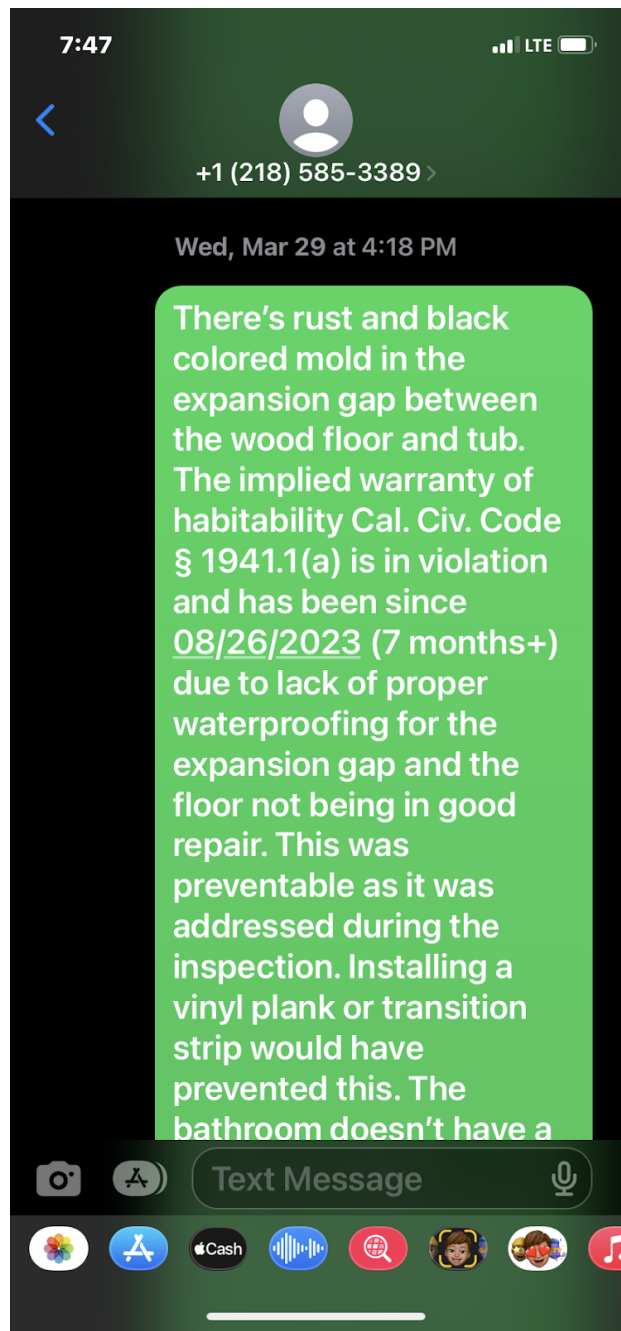
+1 (218) 585-3389 Text Thread 1

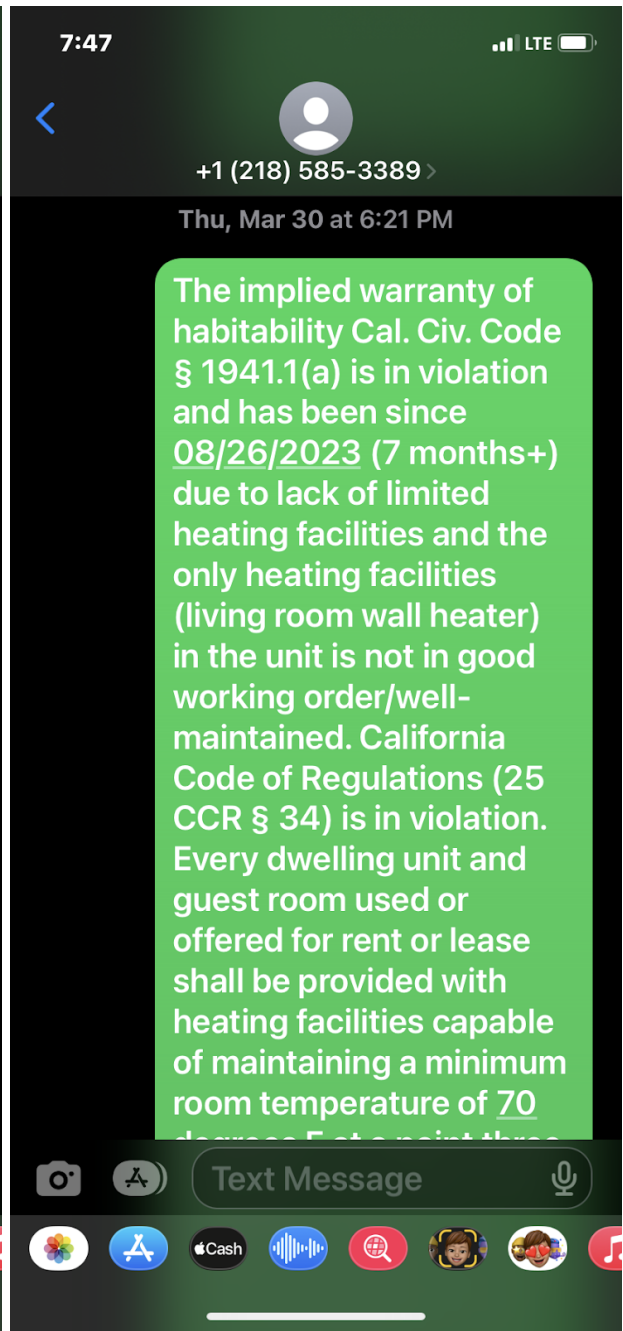
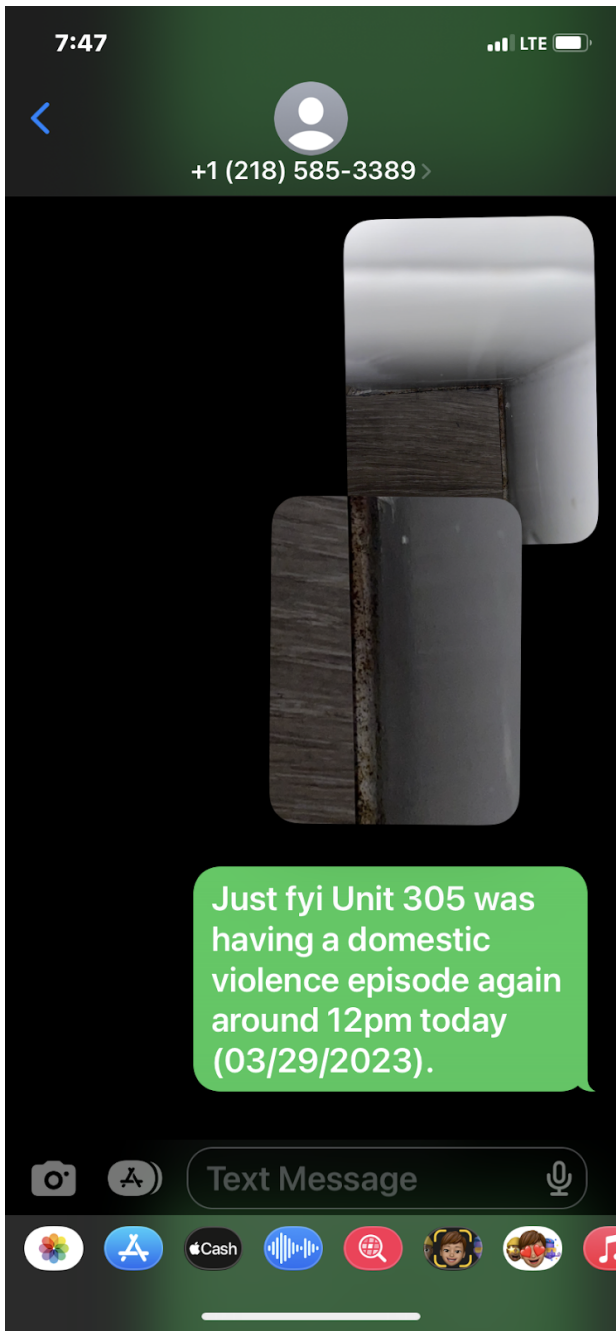


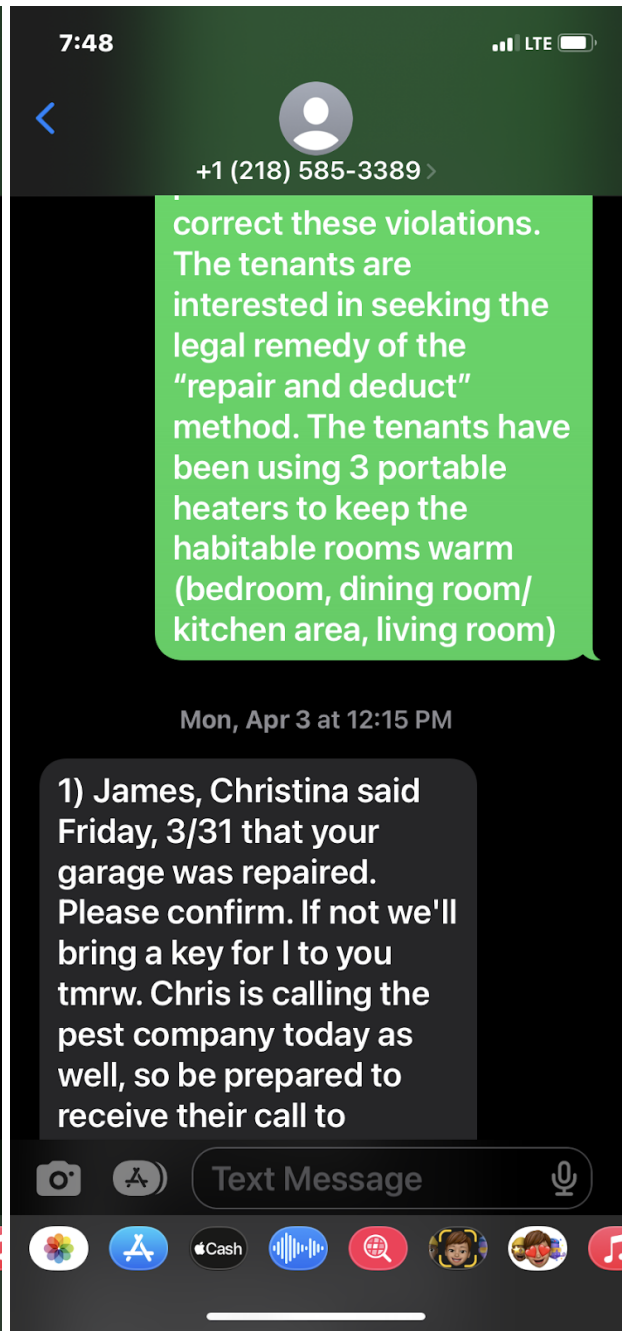
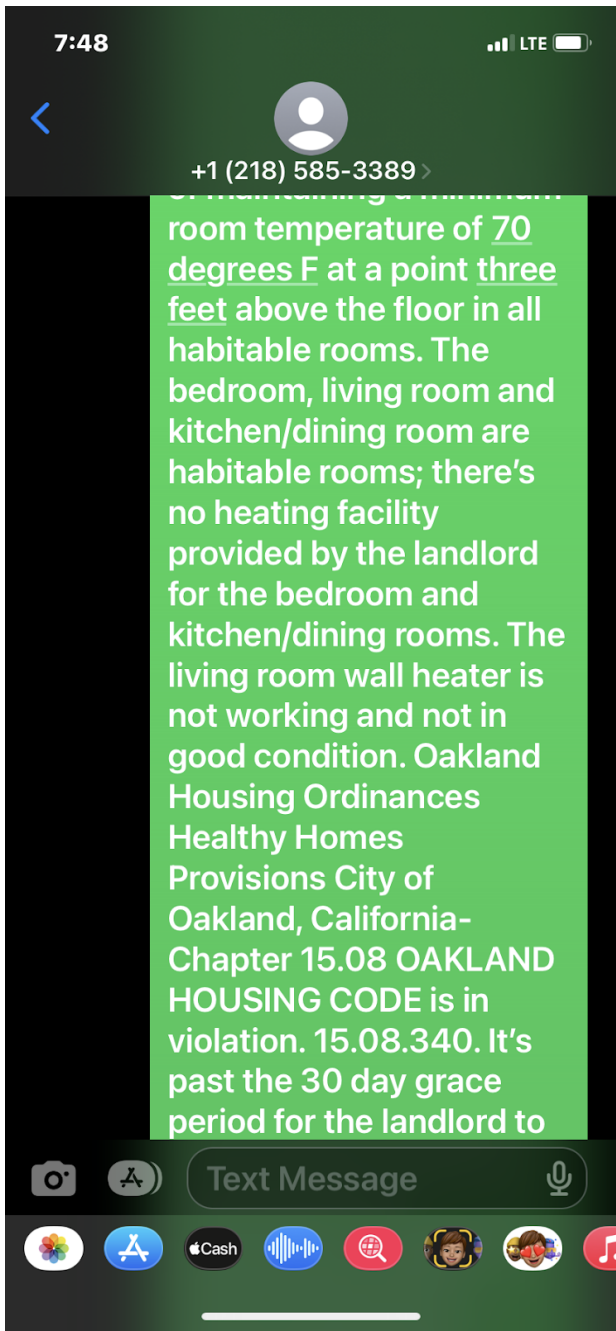


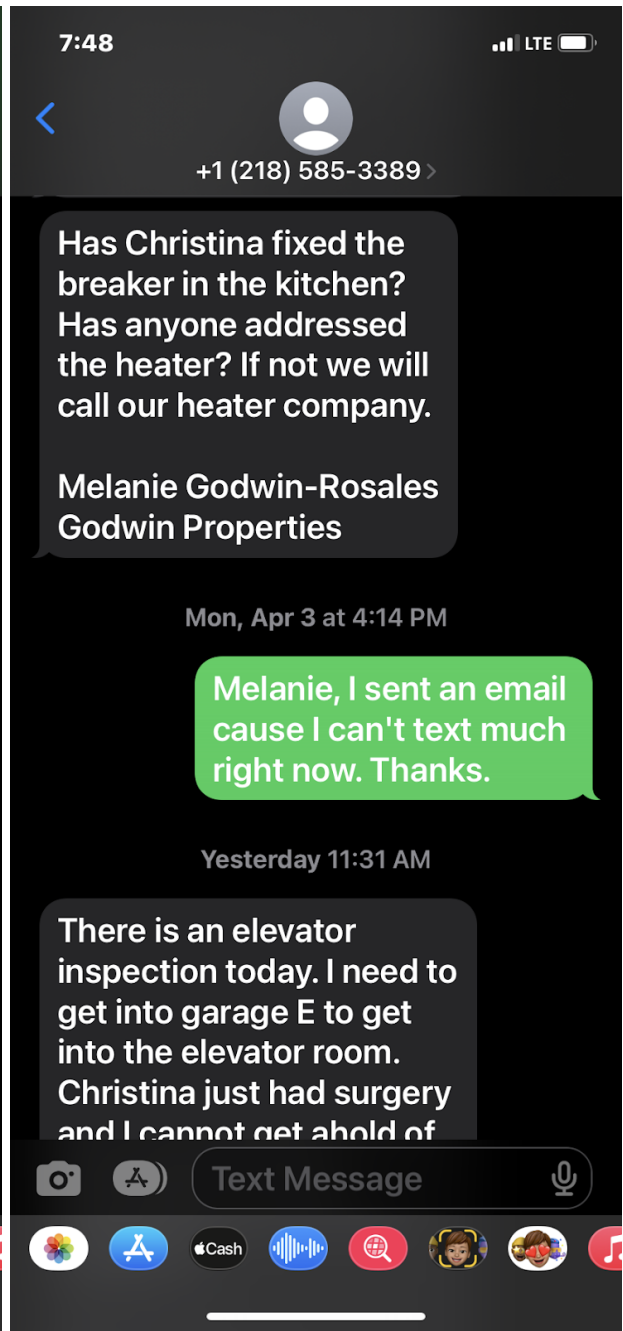
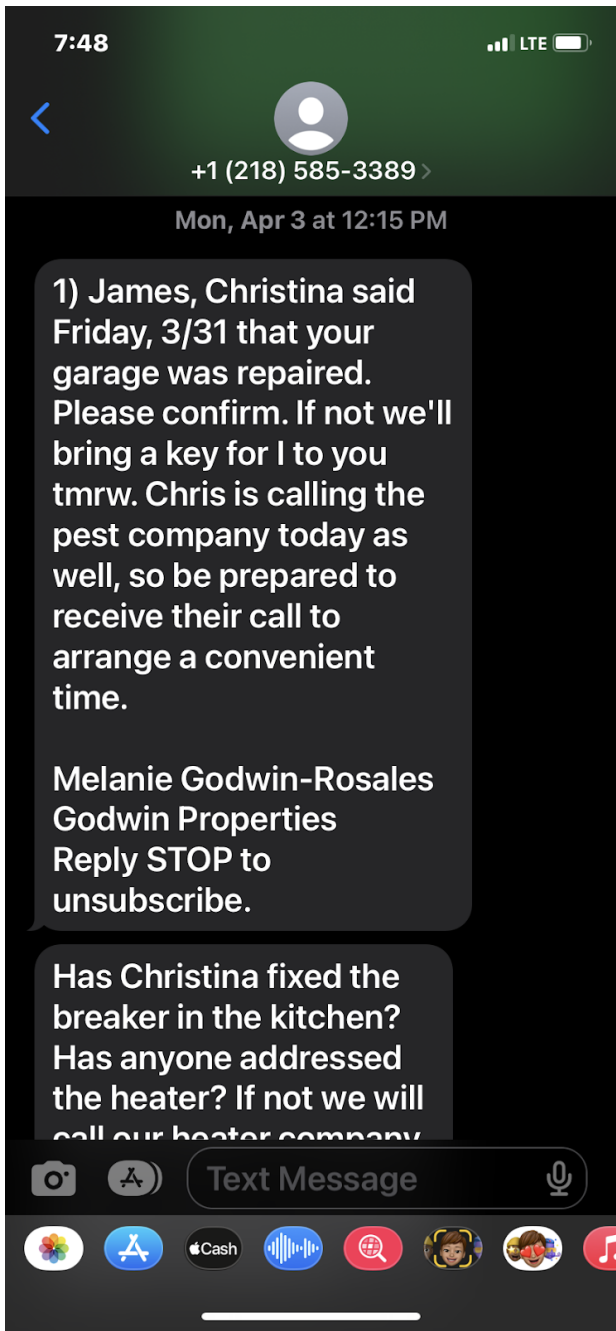


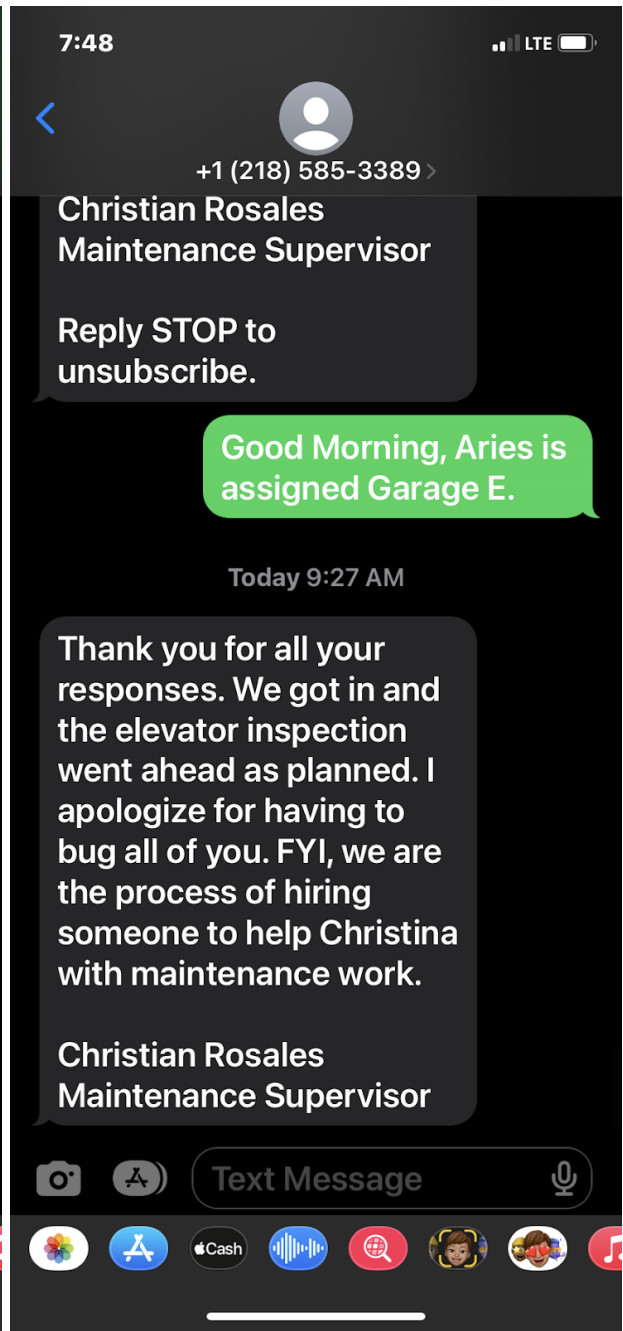
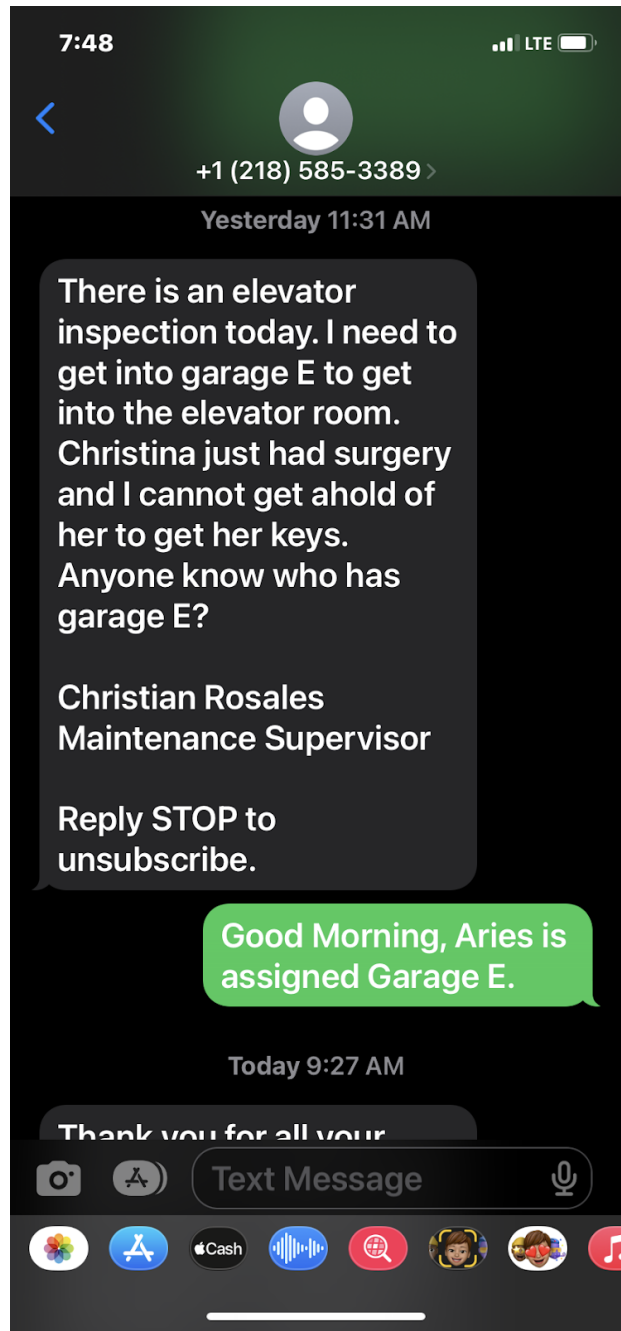




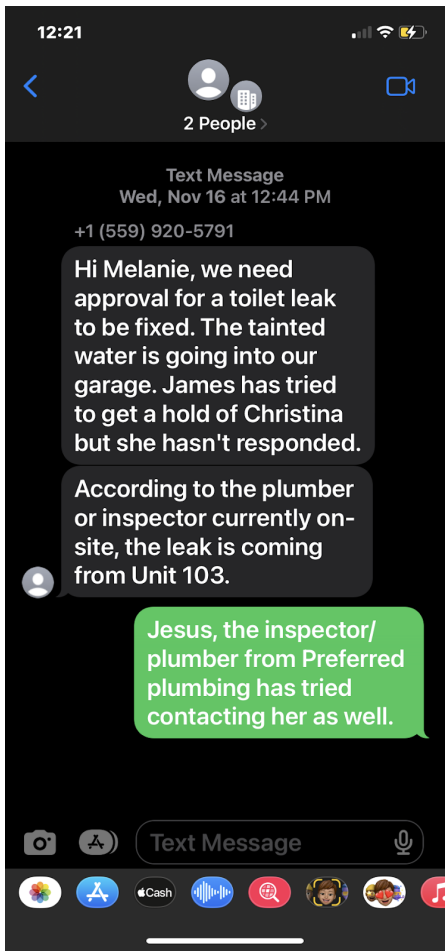






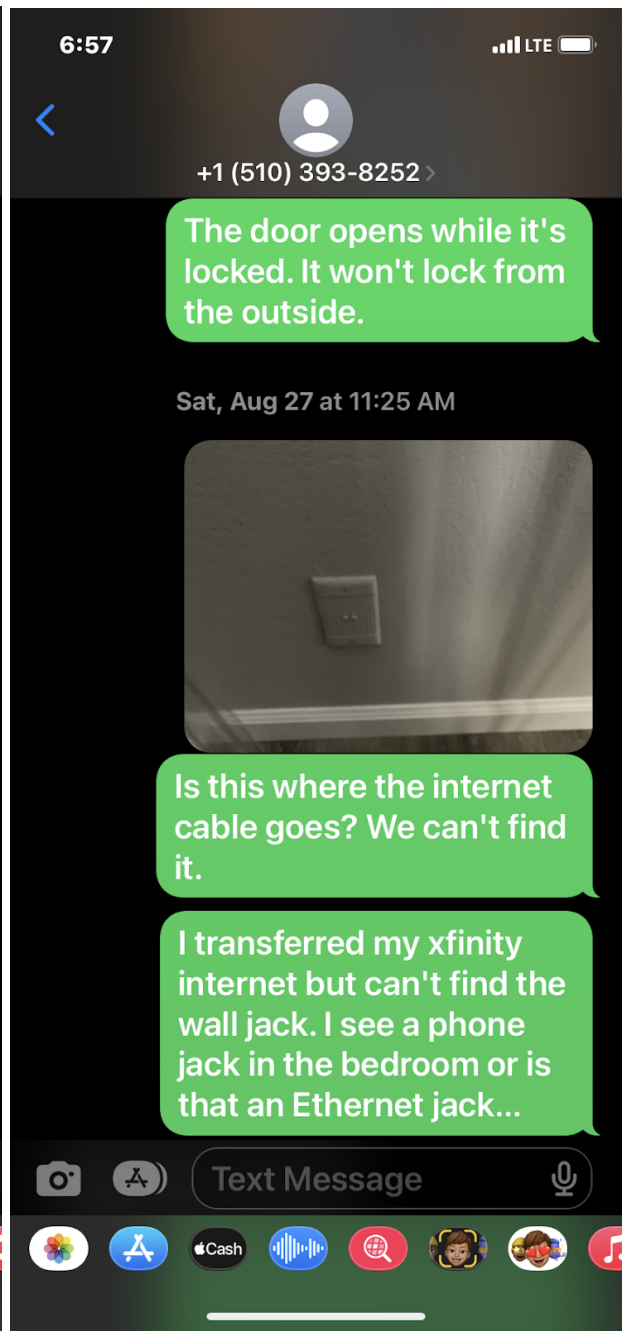


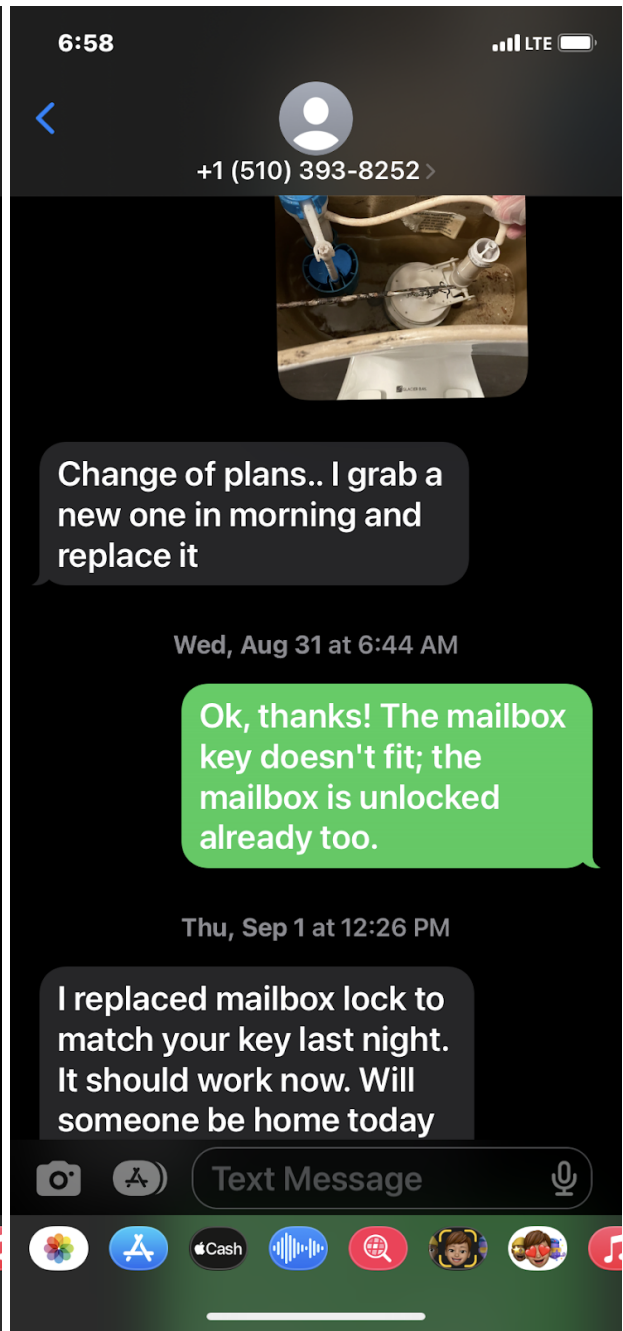
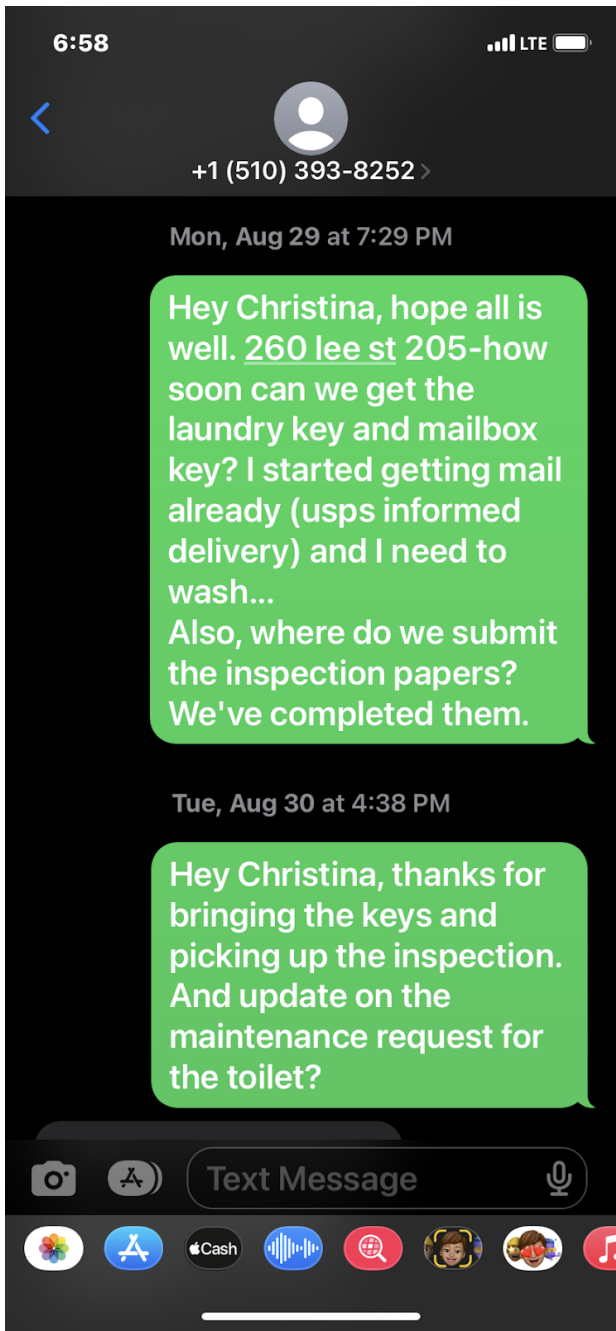
+1 (218) 585-3389 Text Thread with both Tenants and Property Owner/LandLord
+1 (218) 585-3389 Text Thread 2

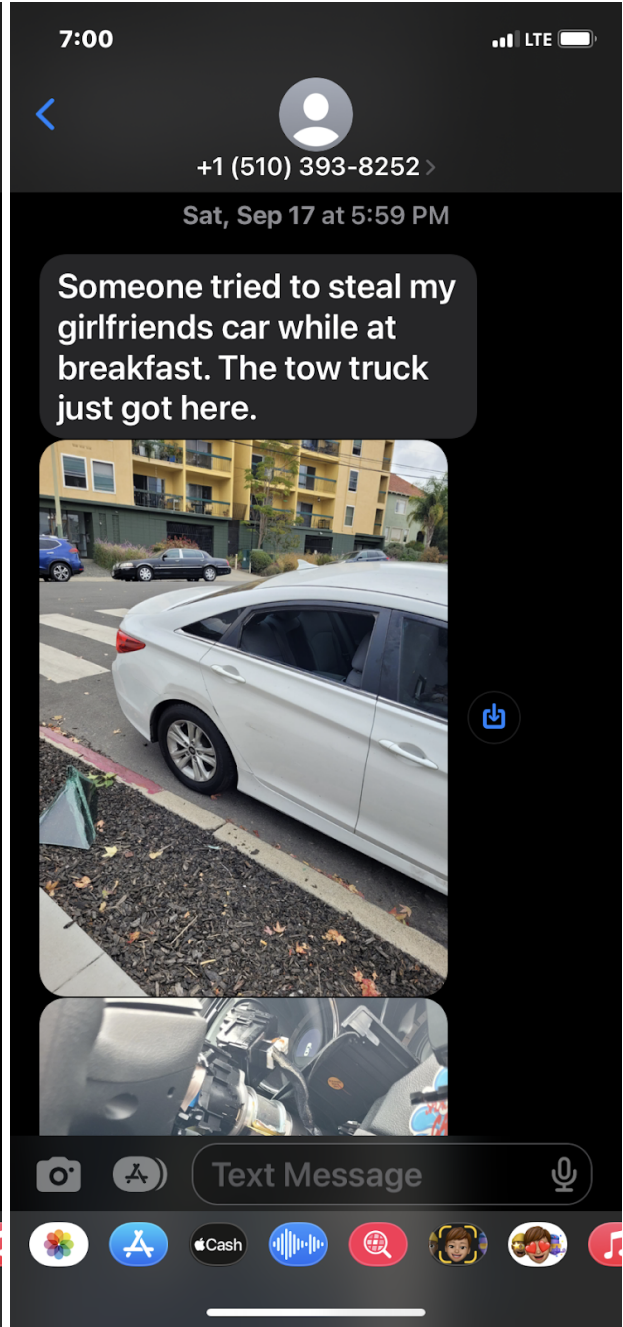
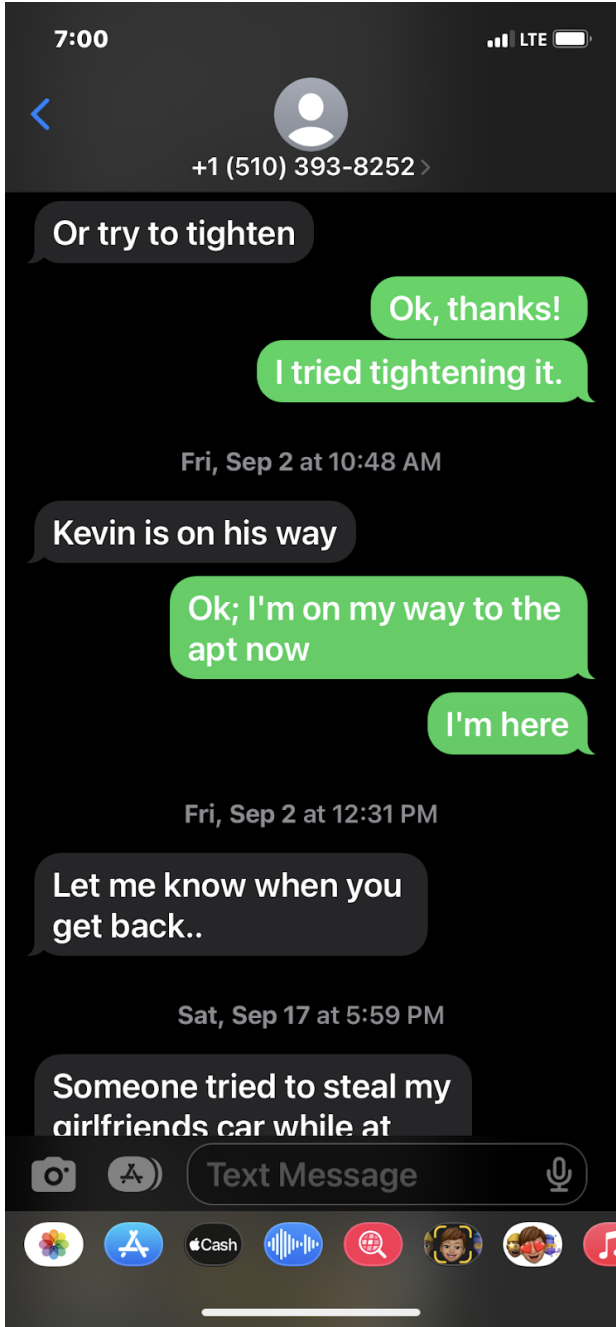


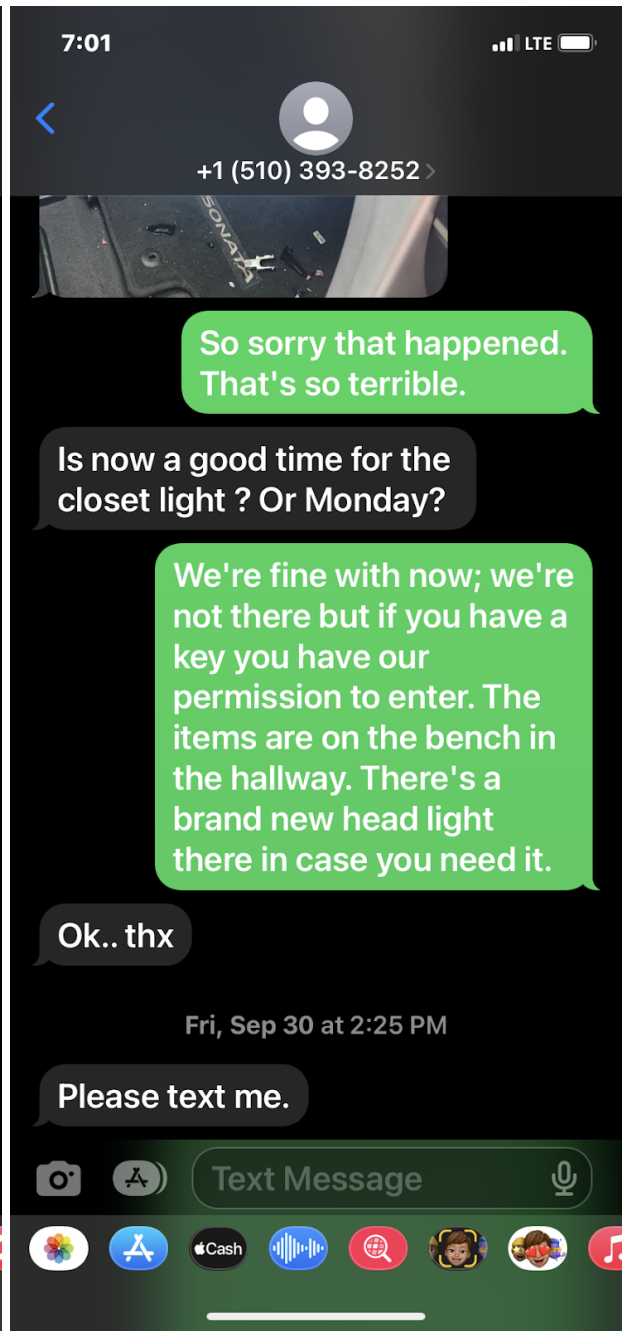
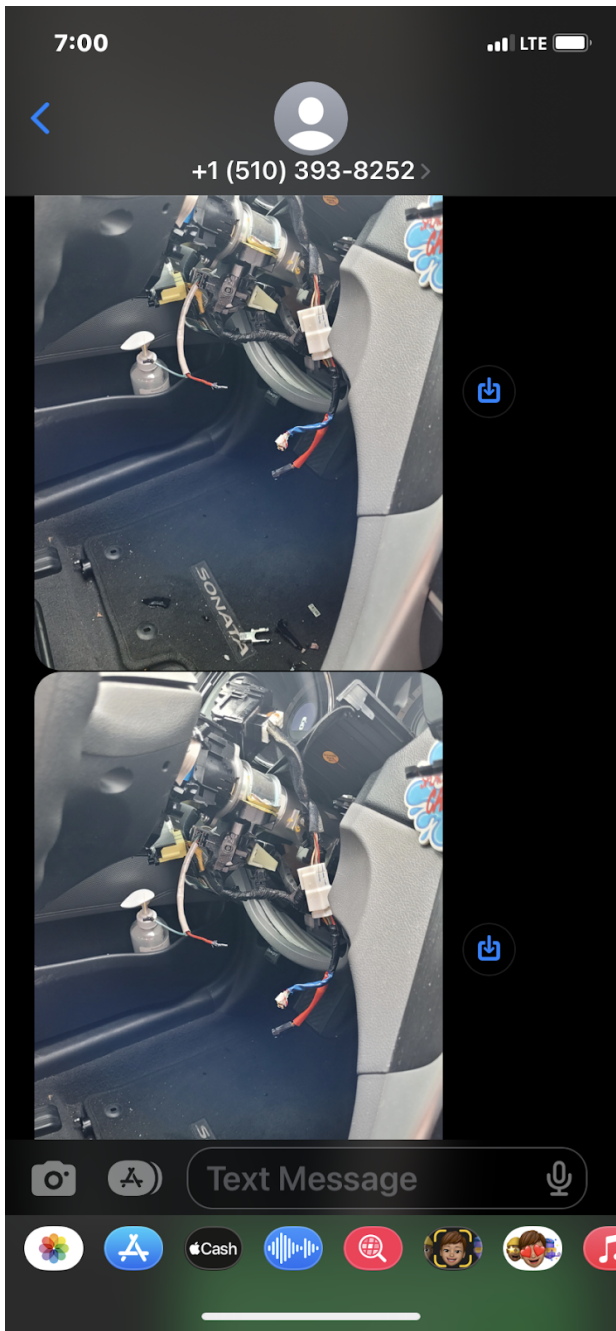
+1 (510) 393-8252 Text Thread between 1 Tenant and Property Manager

+1 (510) 393-8252 Text Thread 1

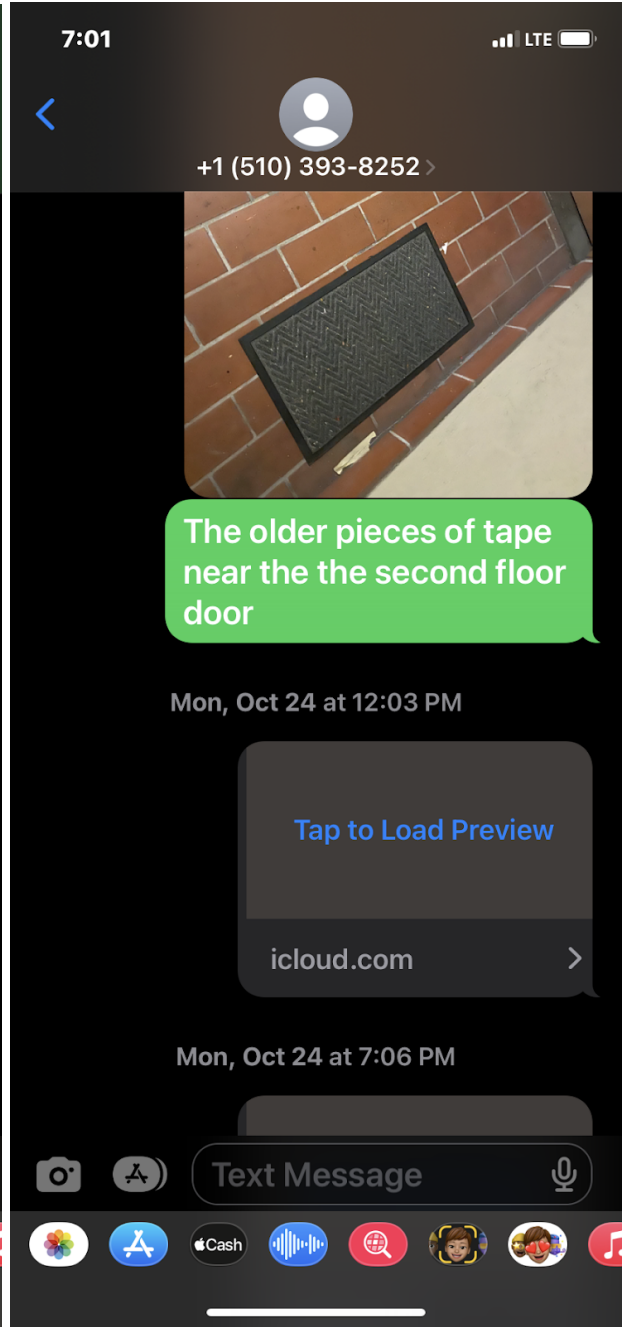
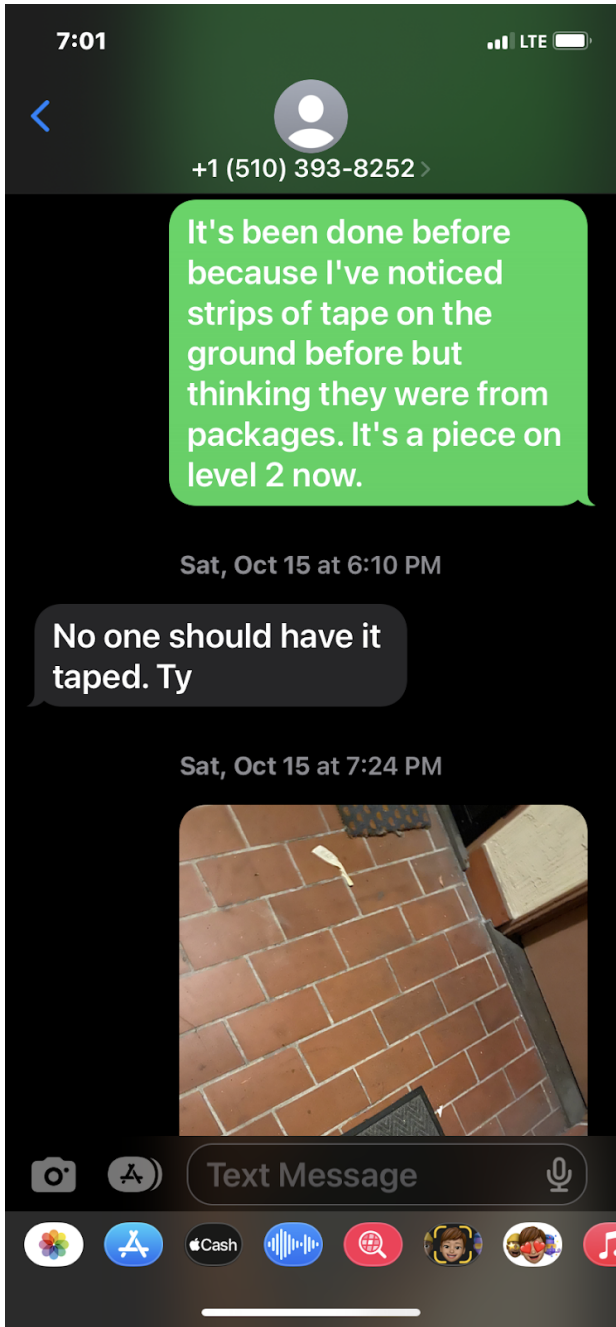


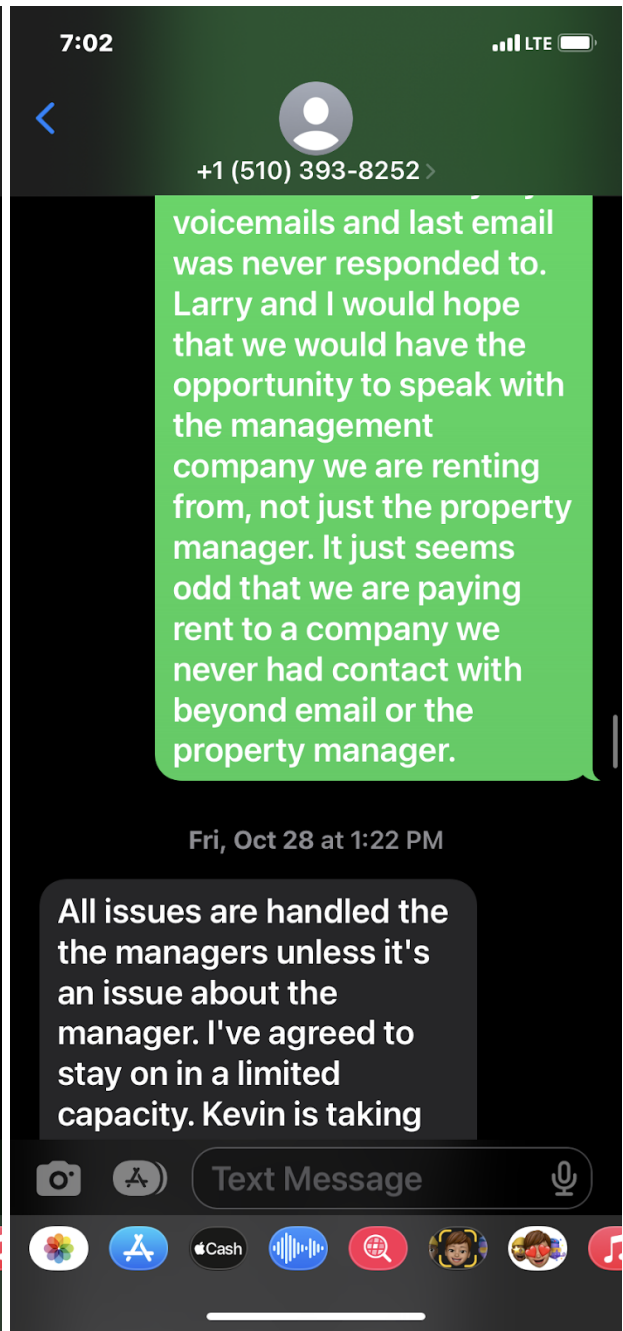
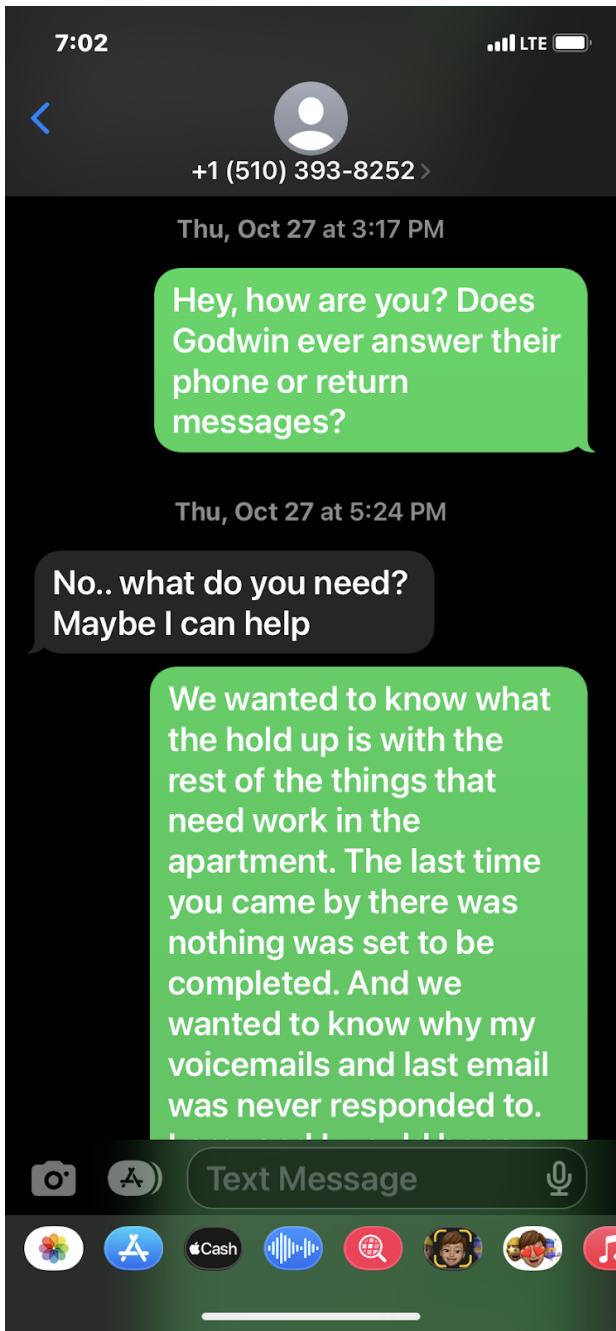


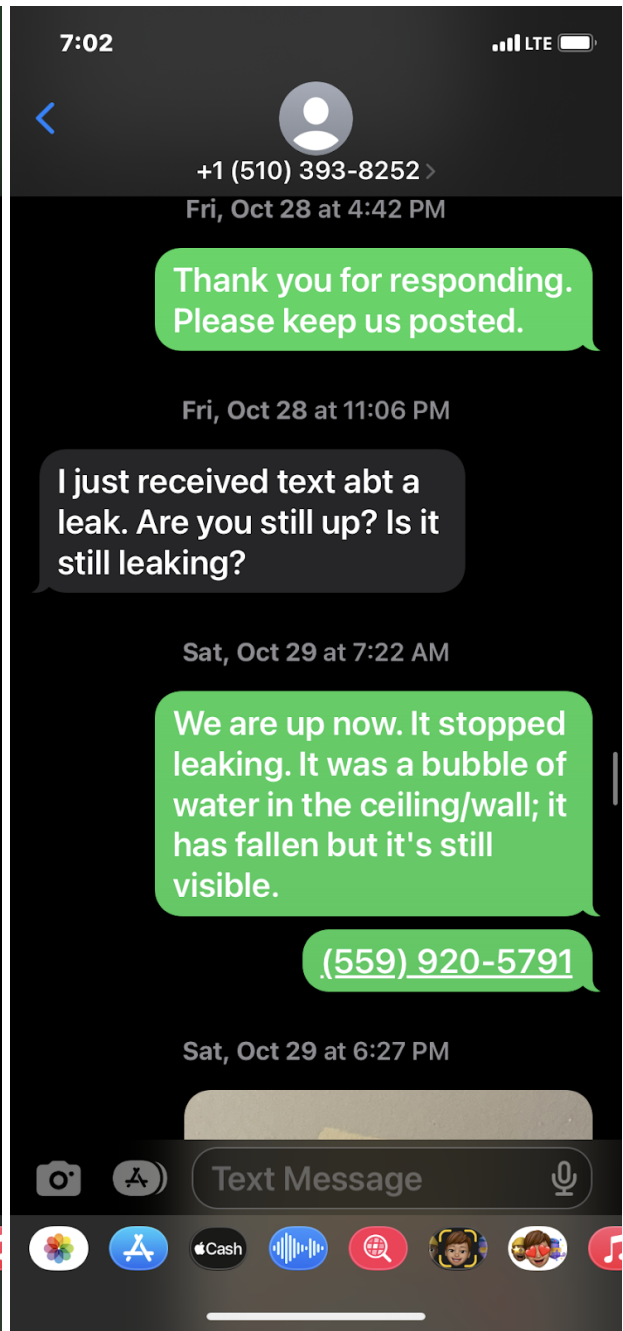
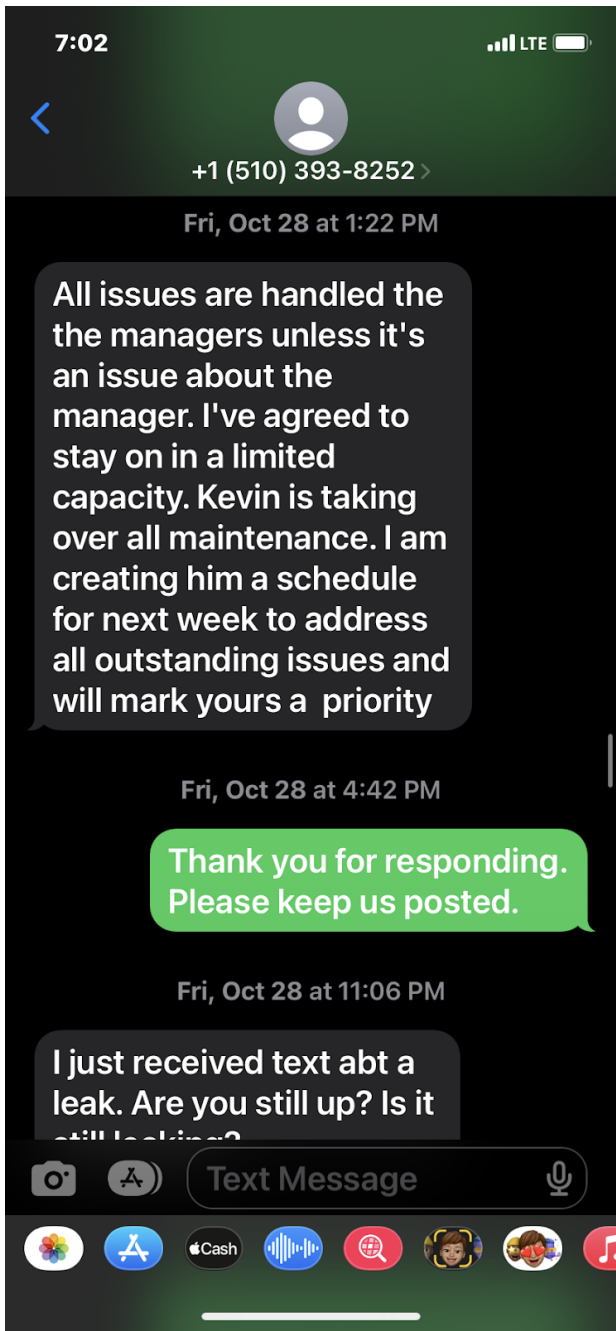


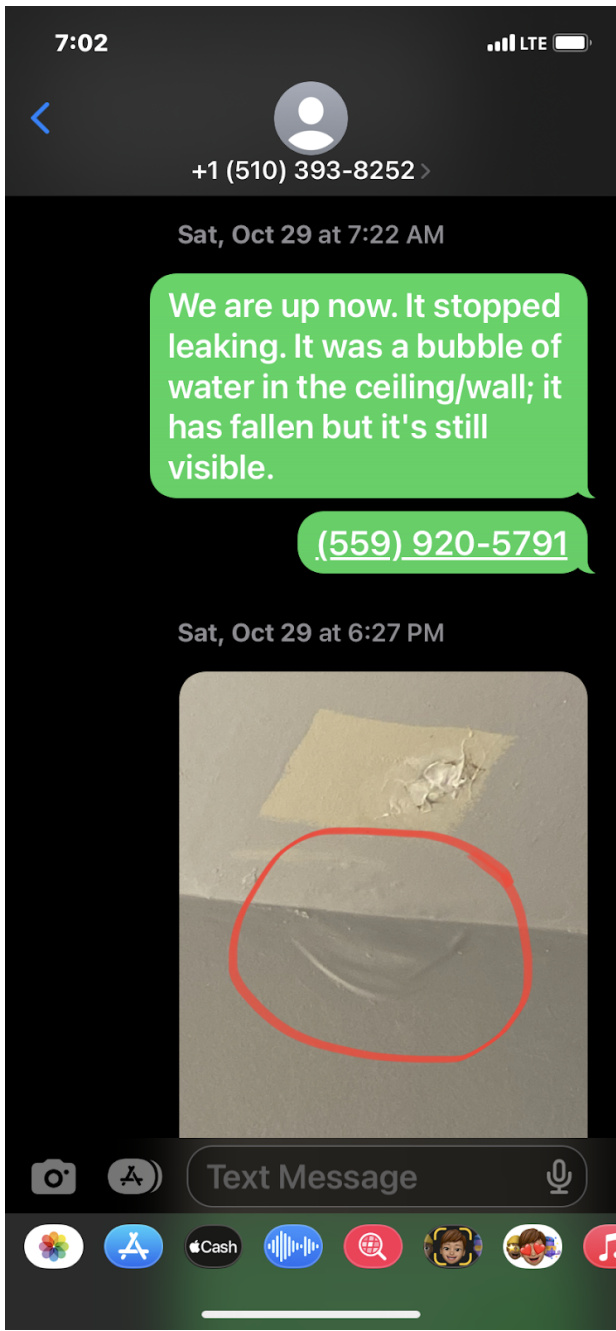


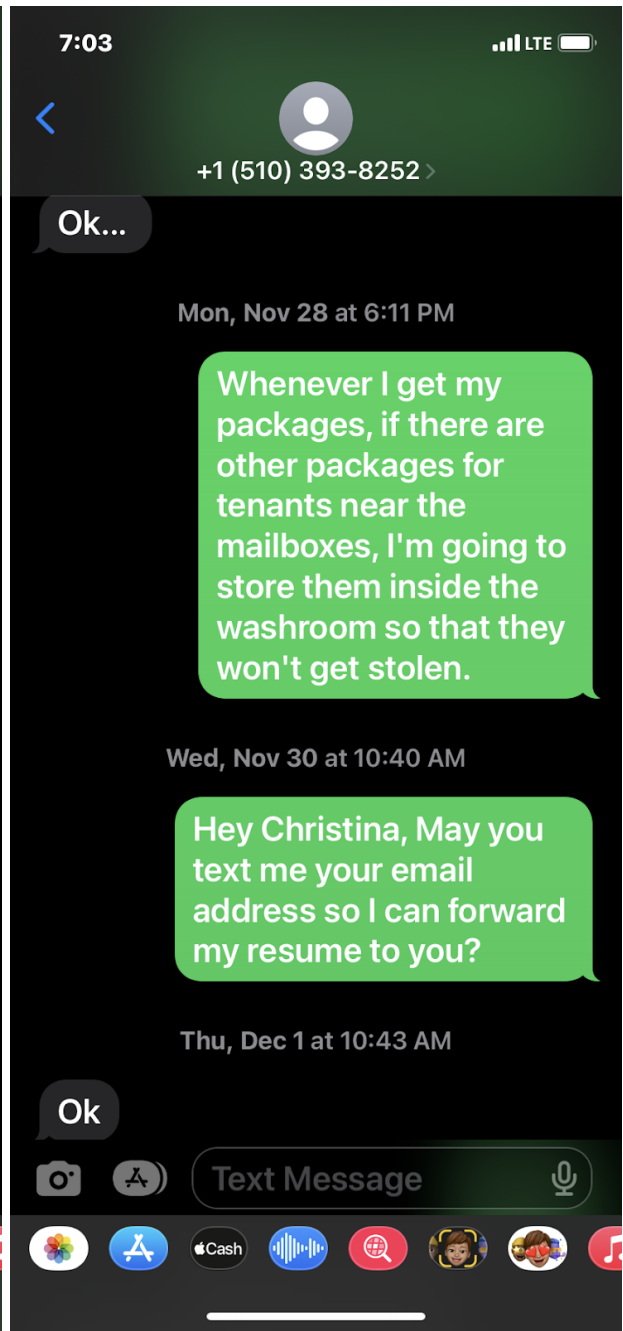
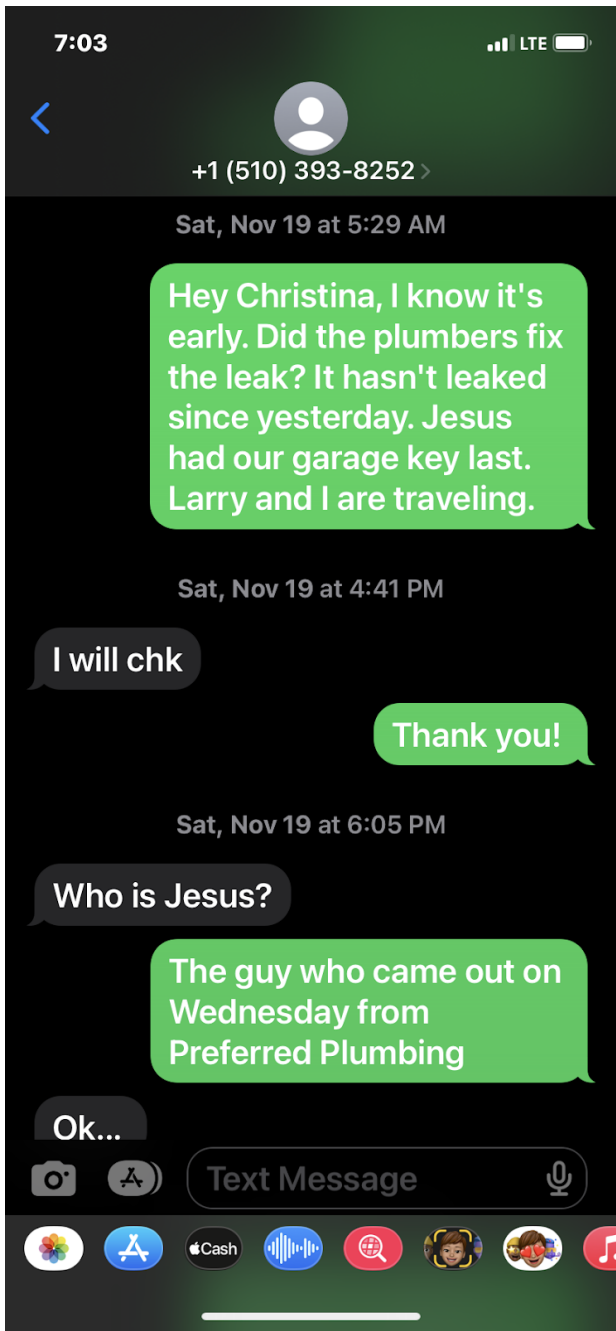


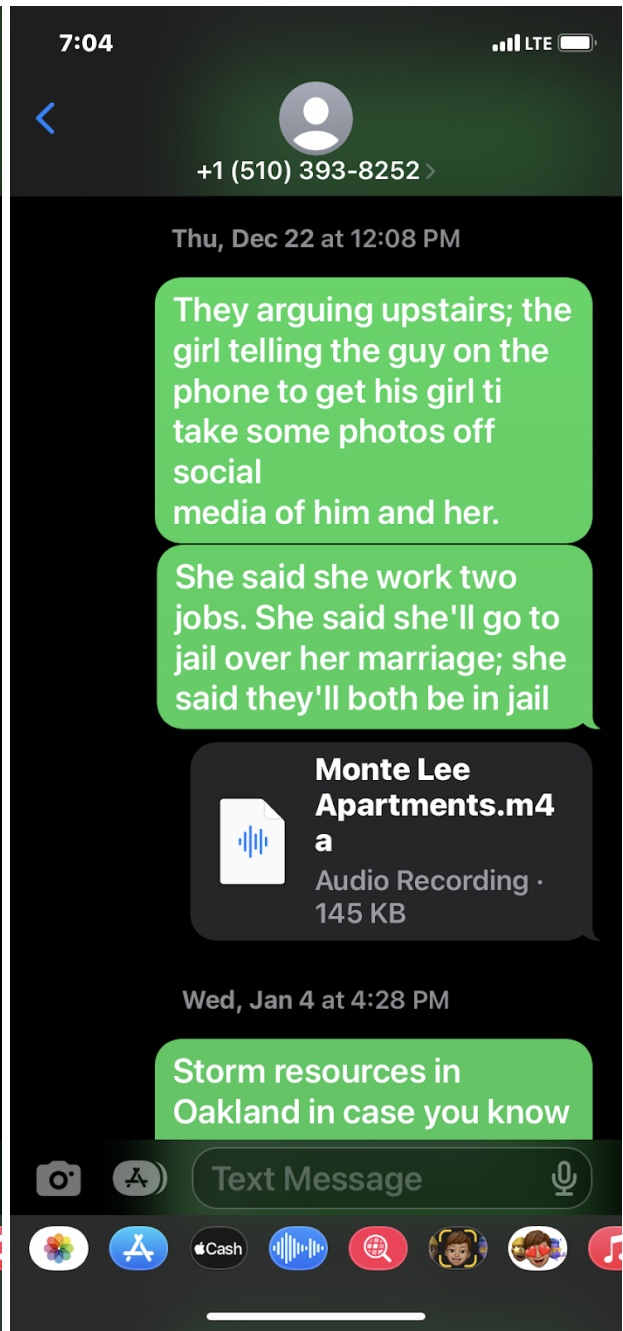
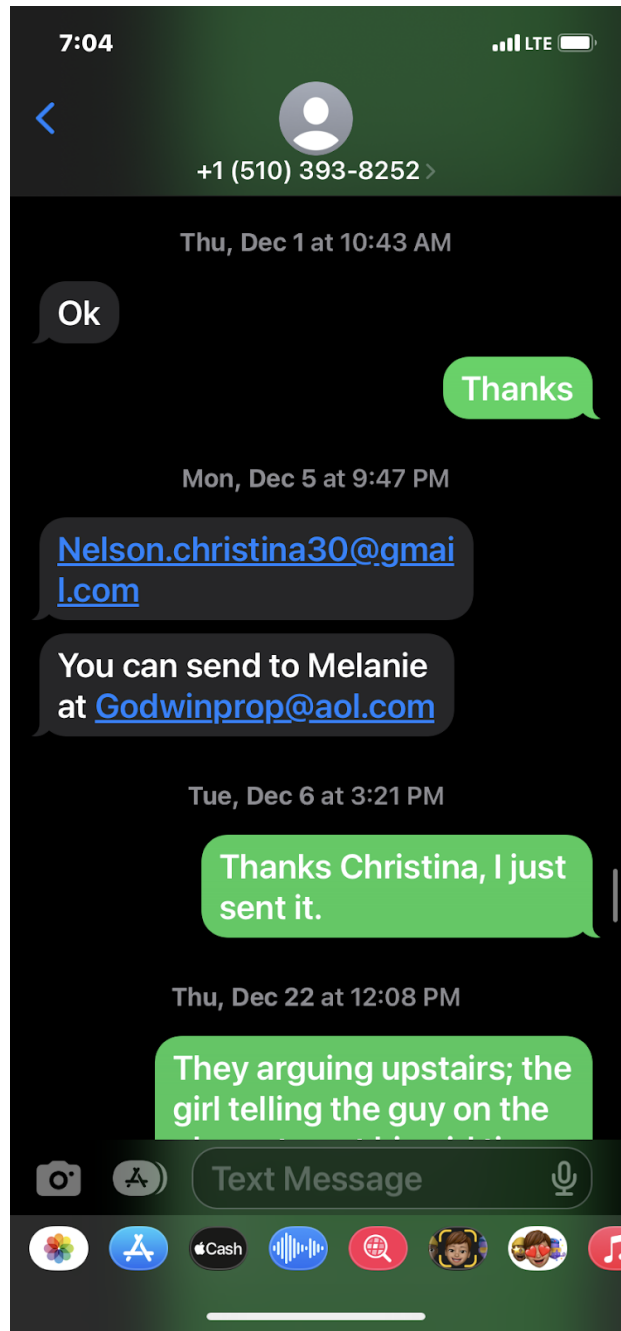


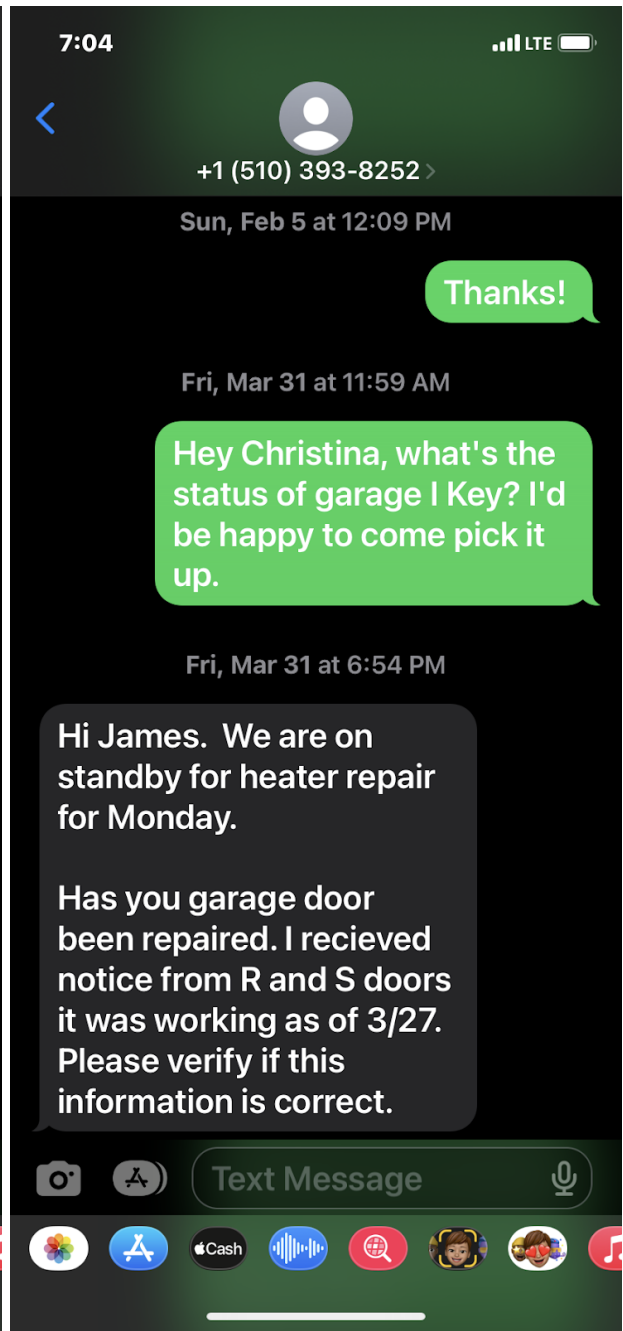
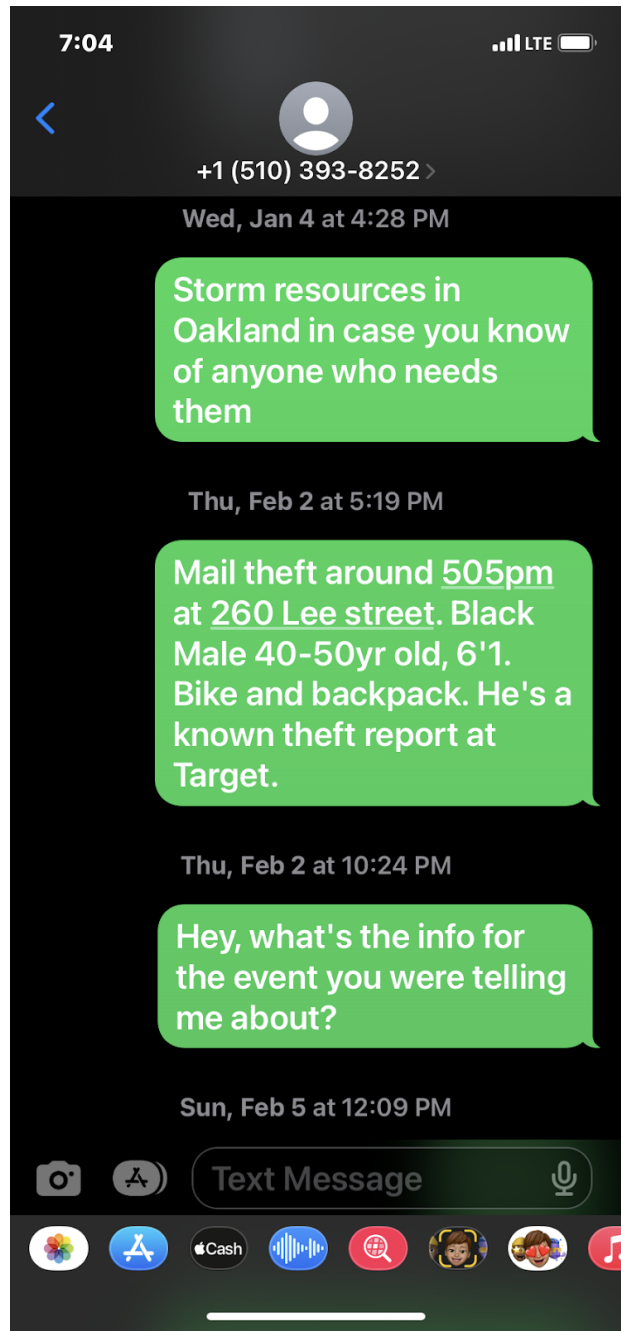


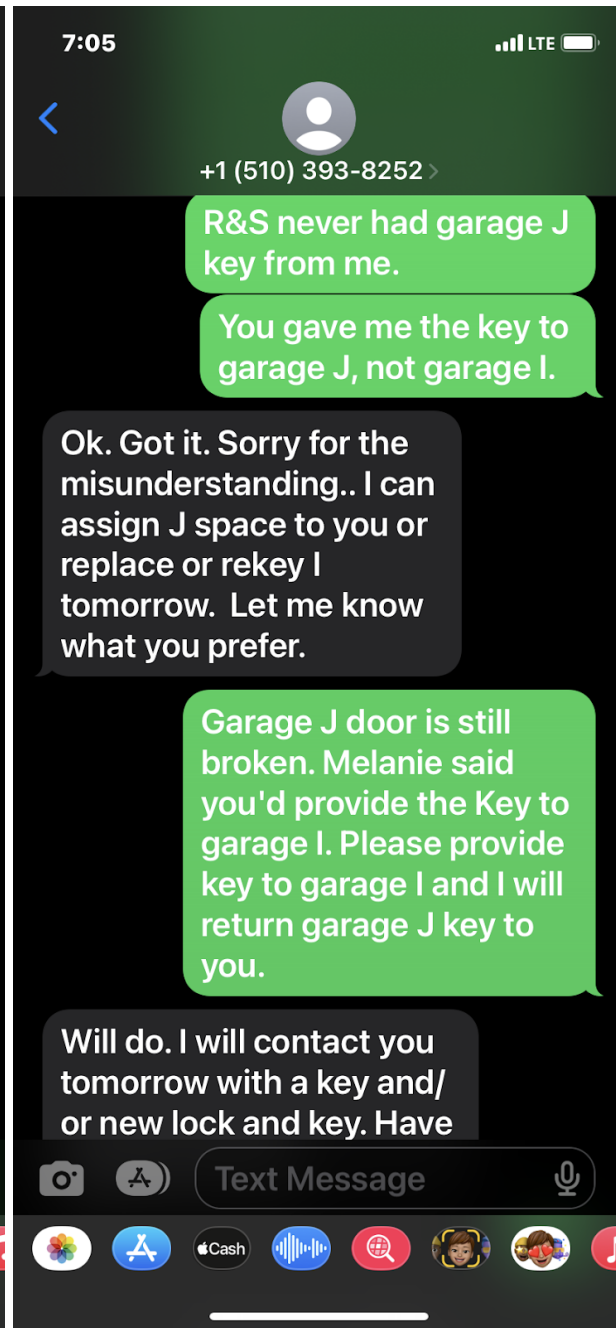
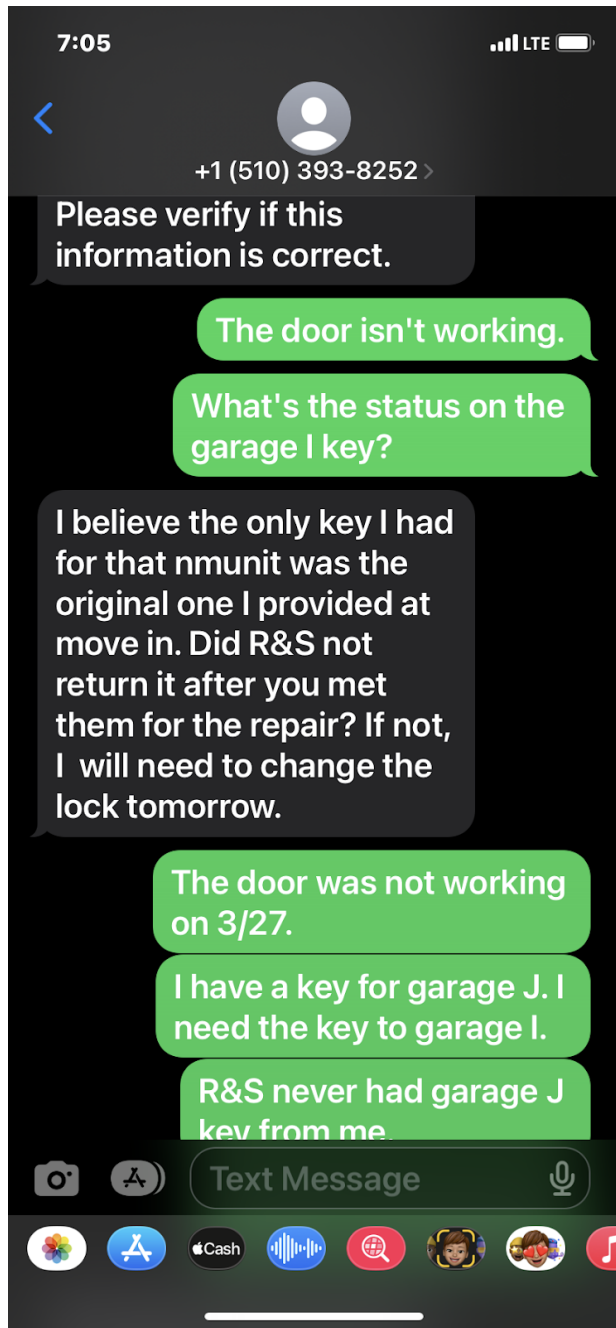


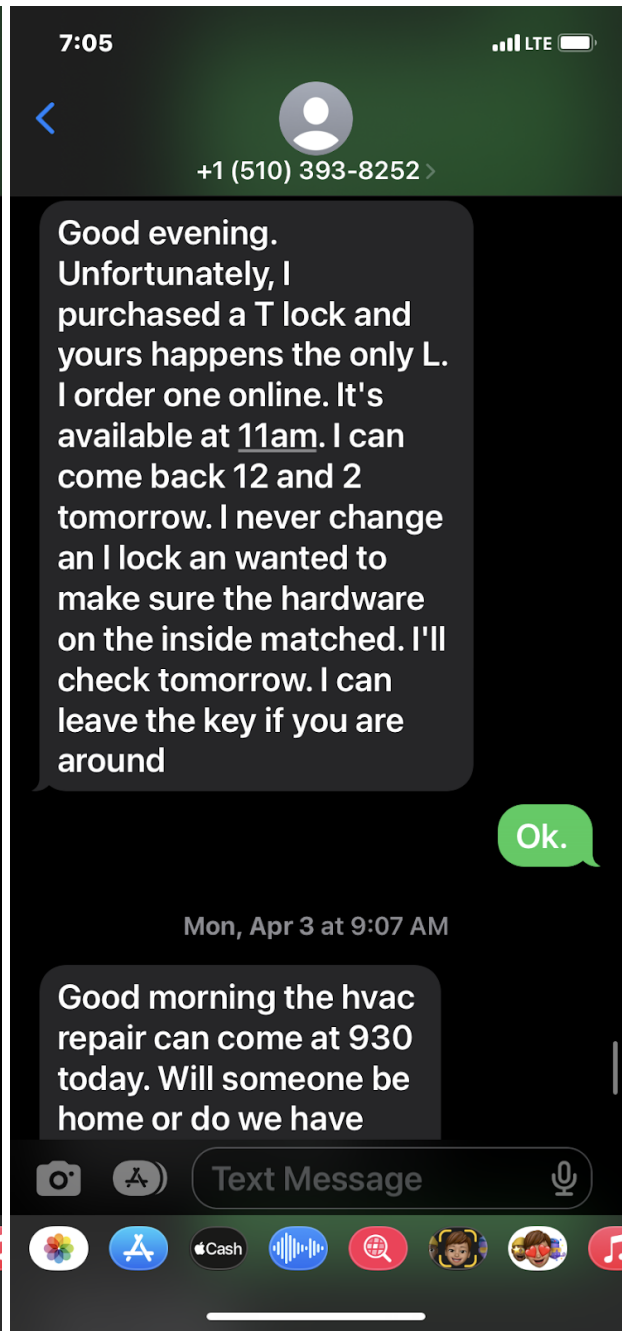
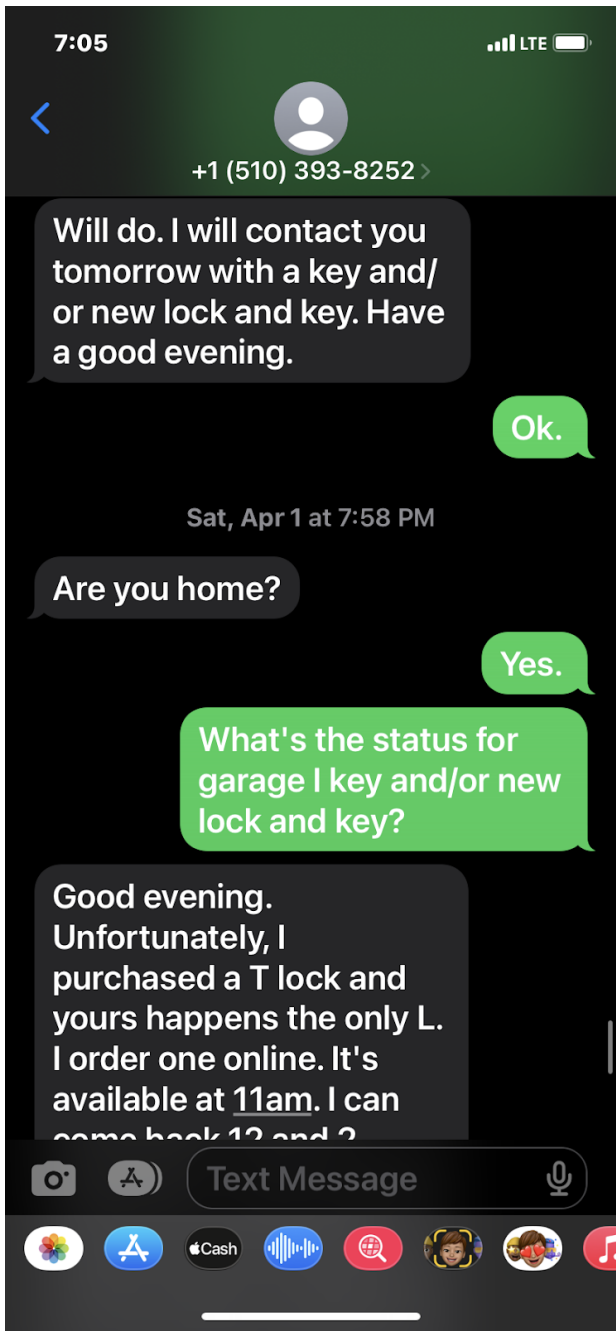


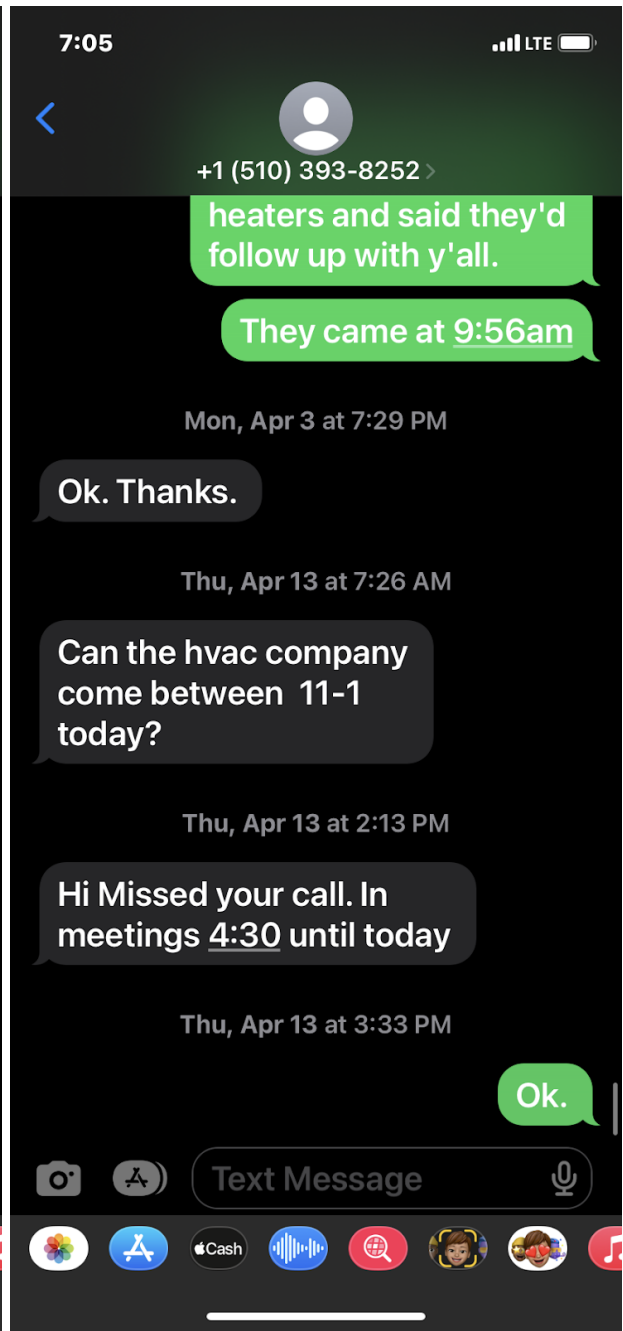
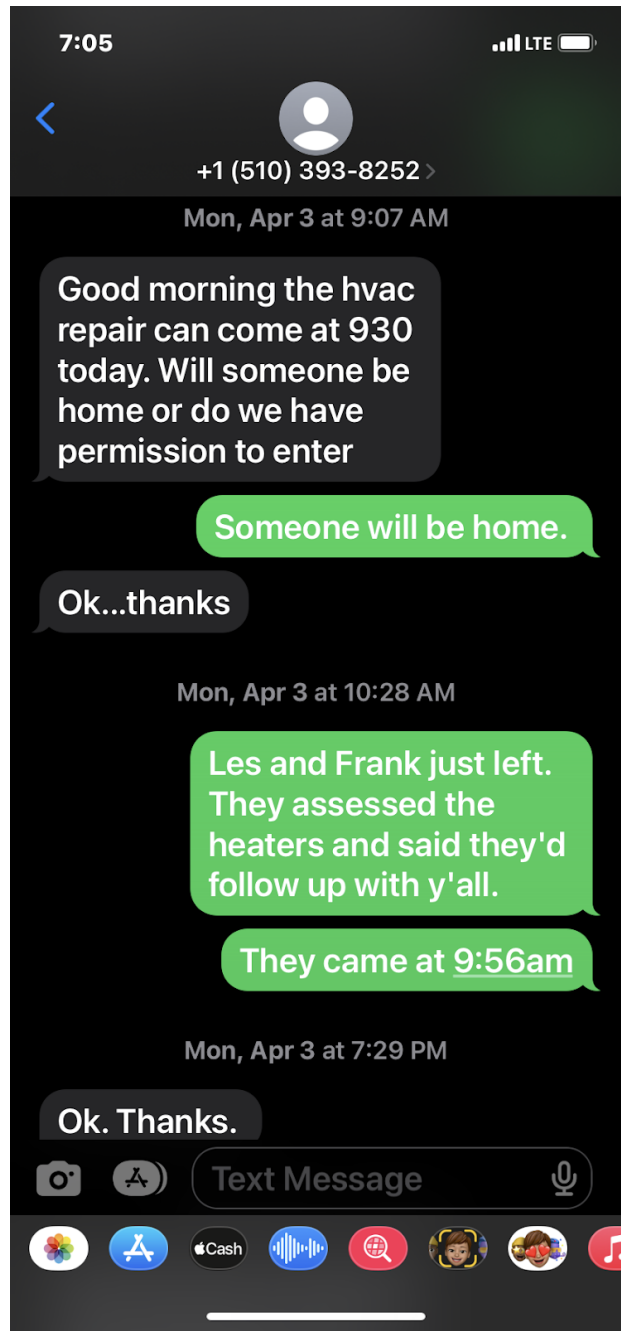


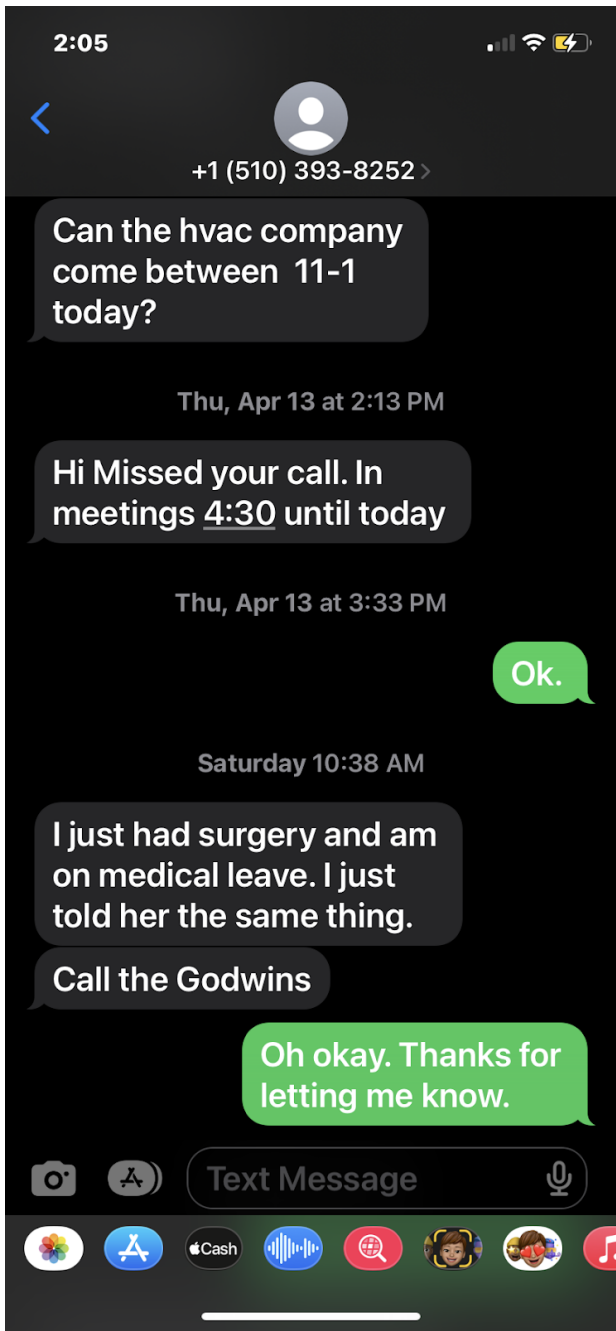




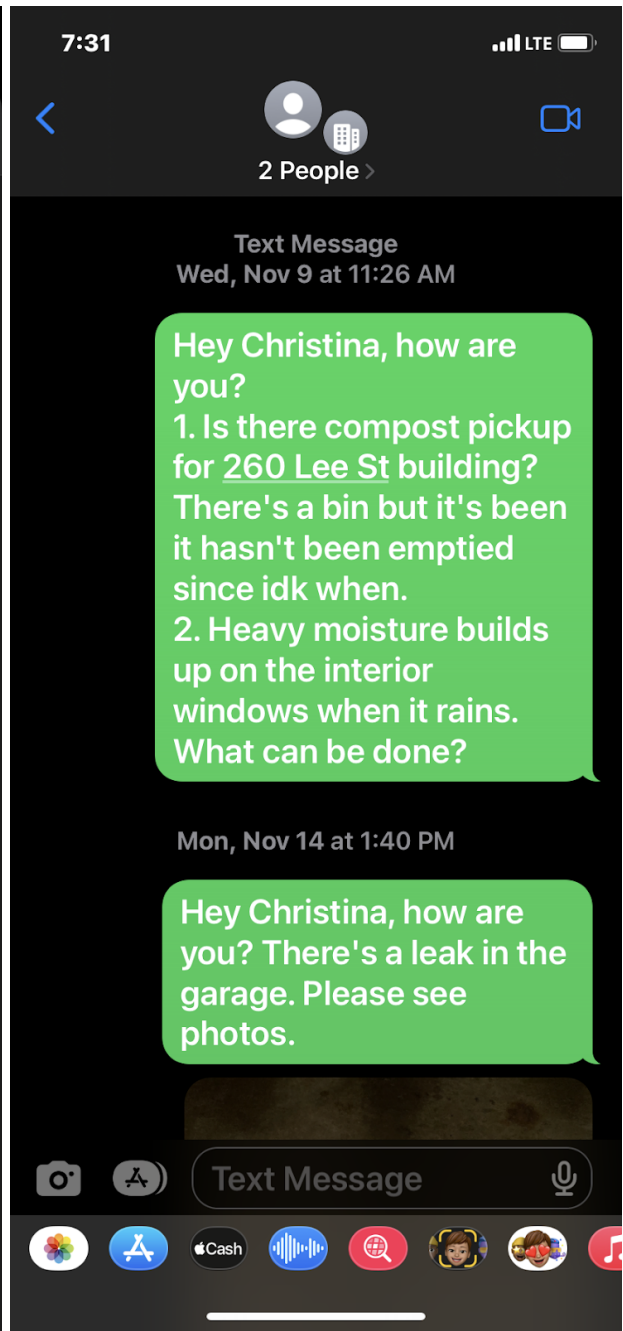
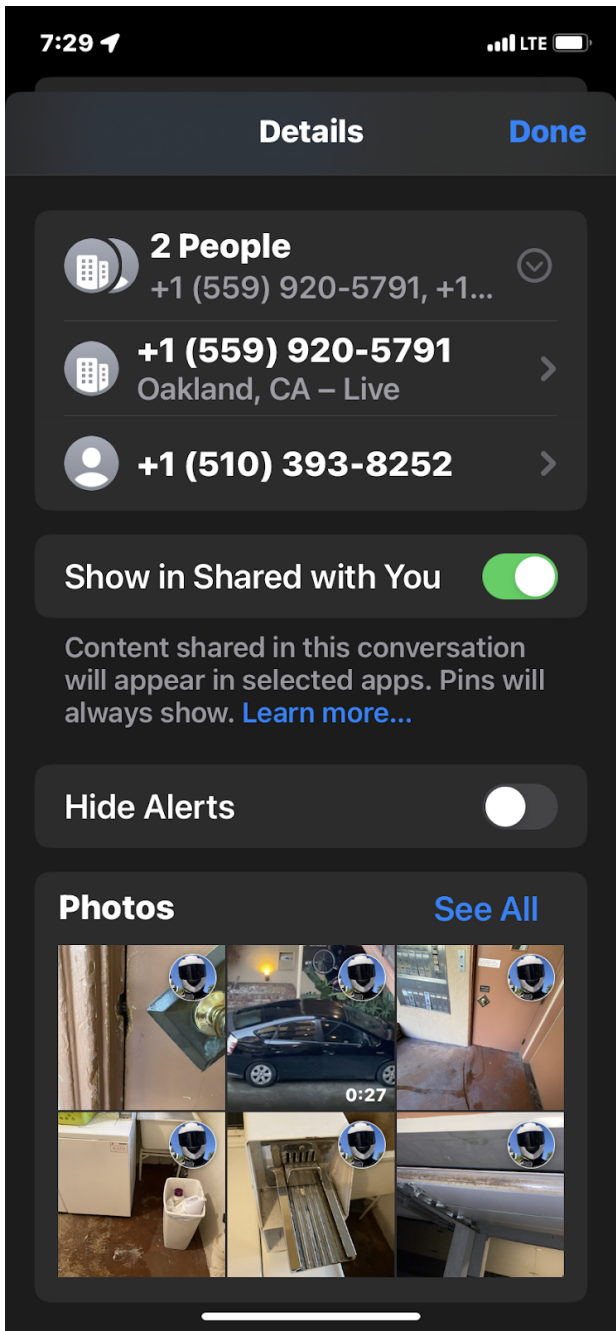


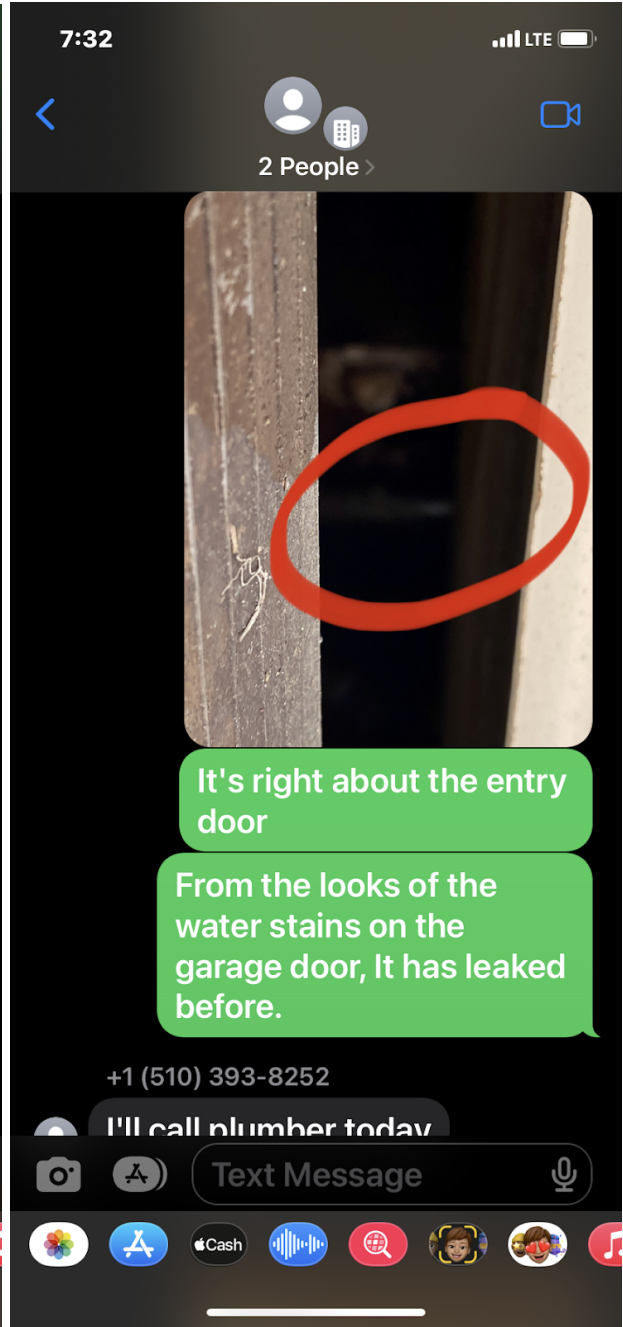
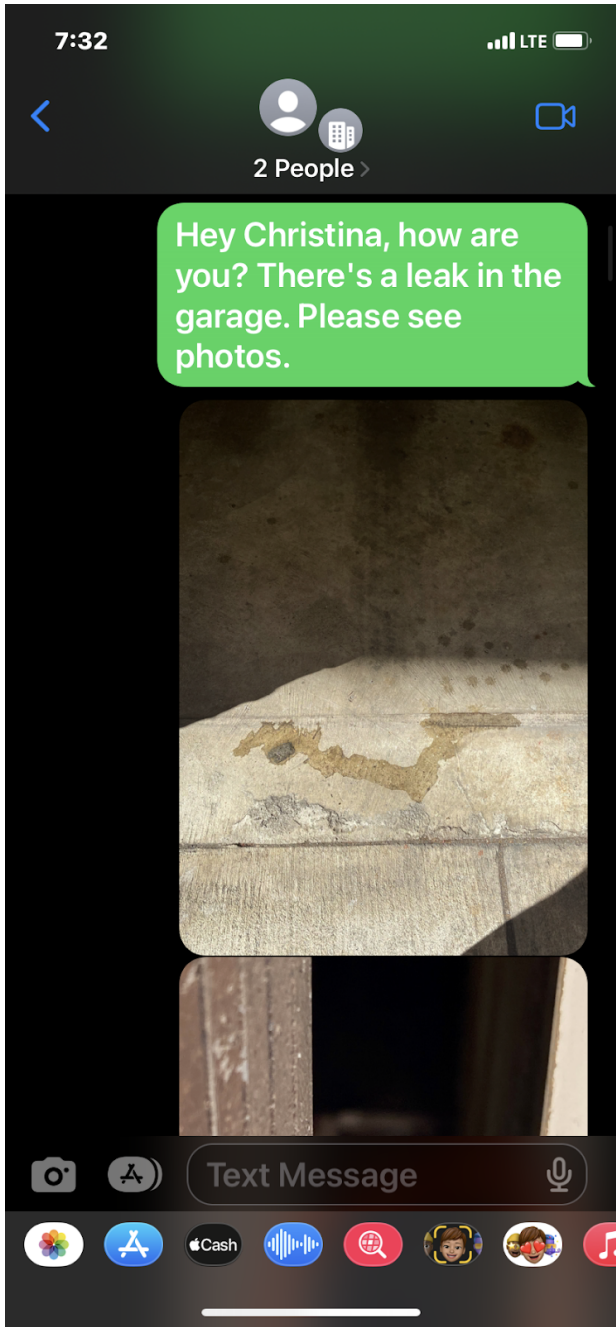


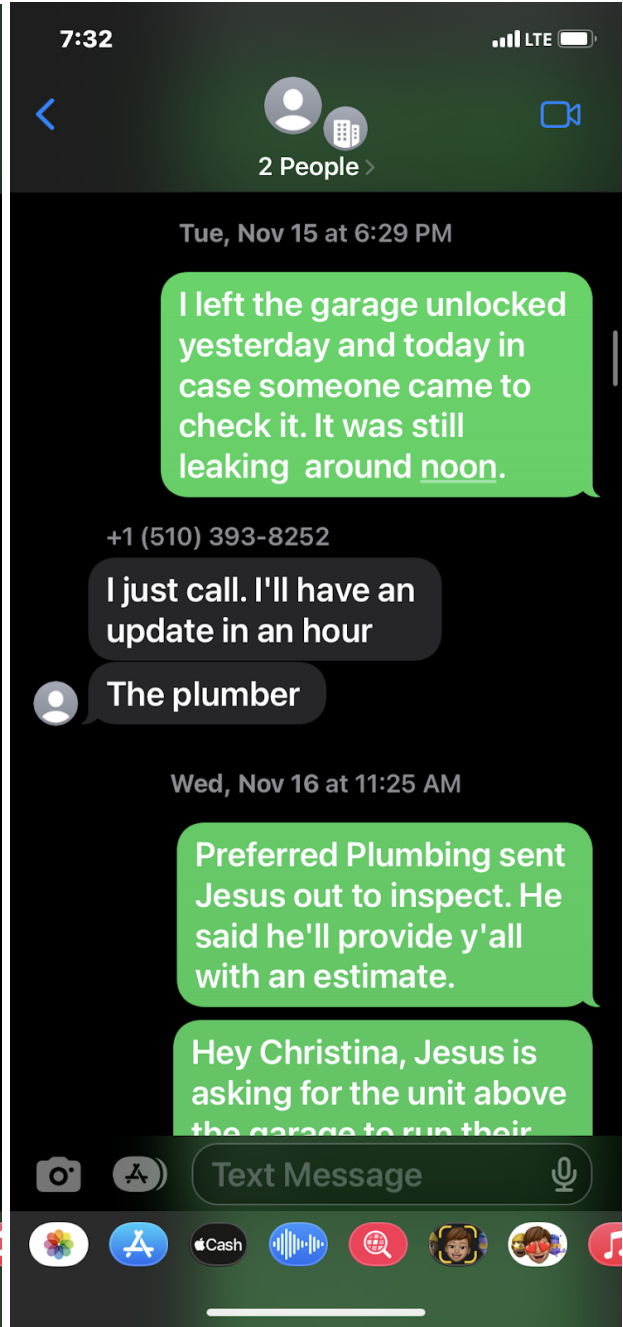
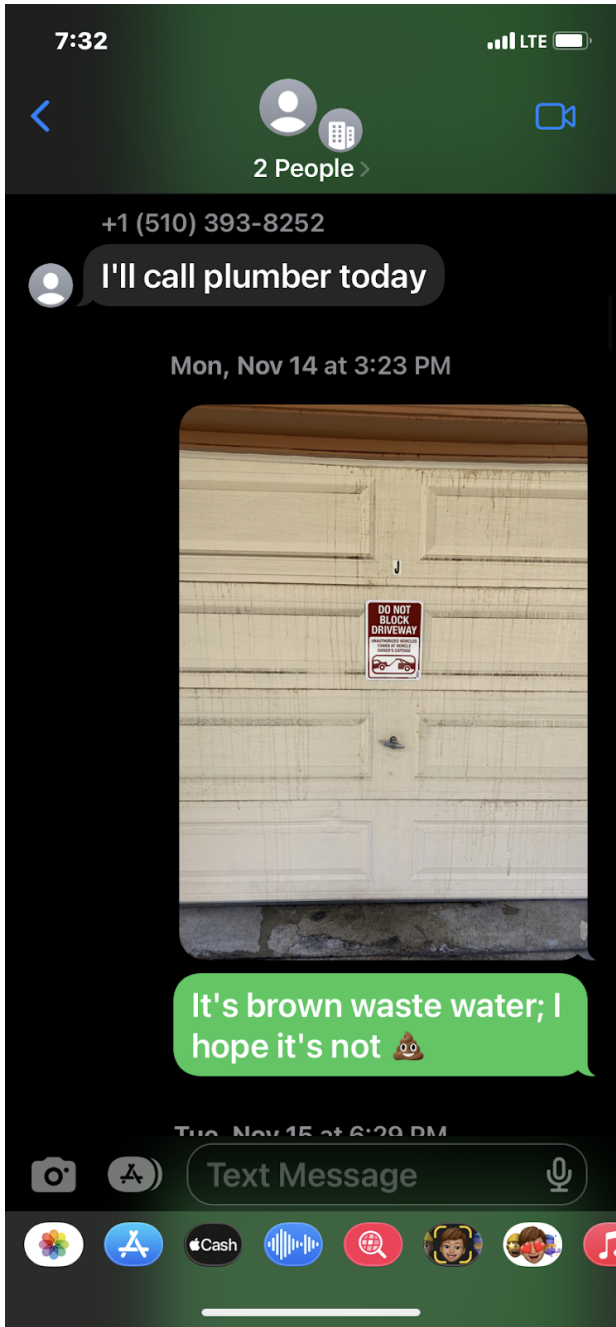


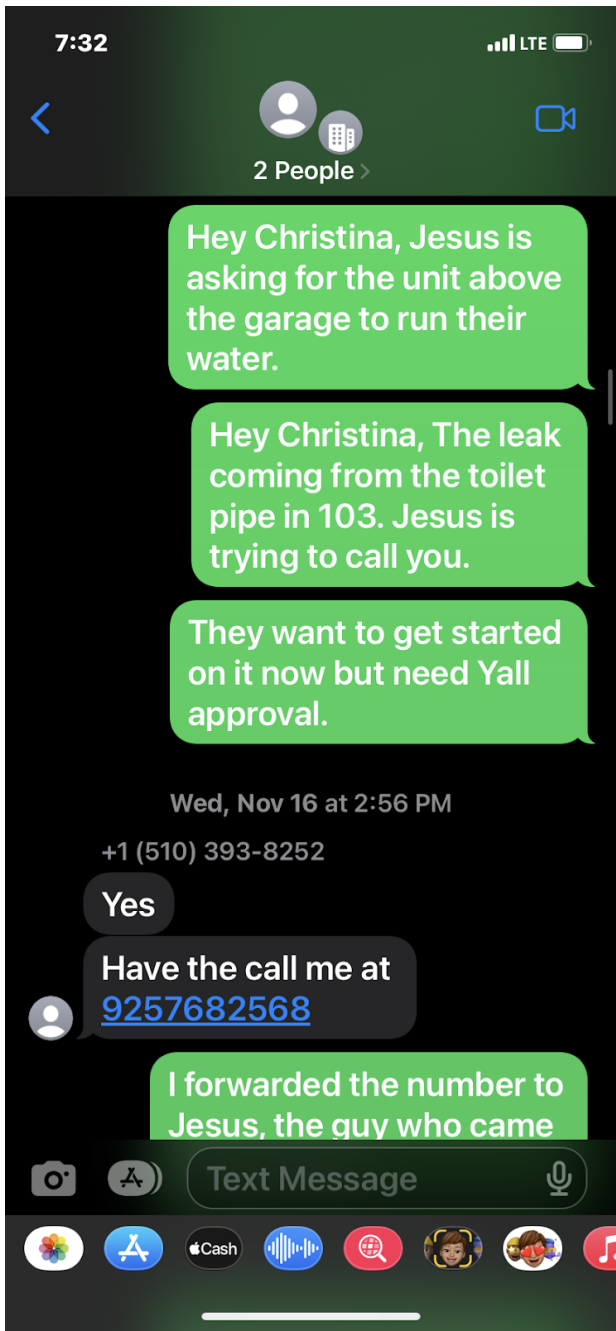


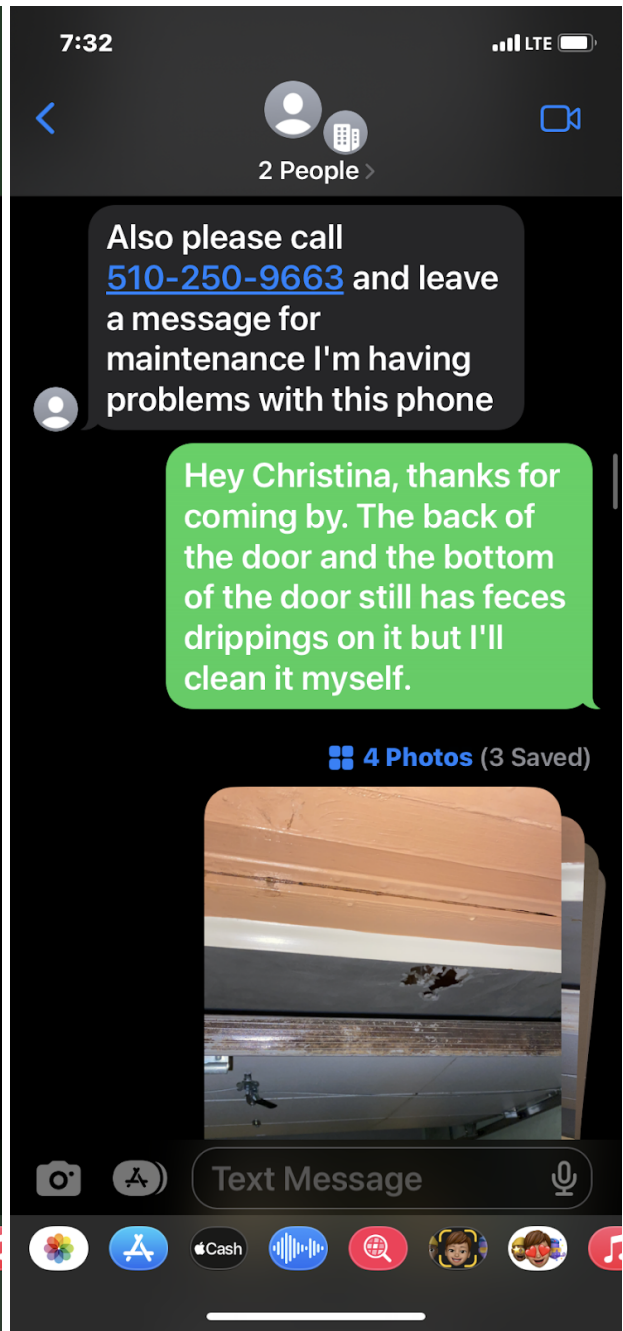
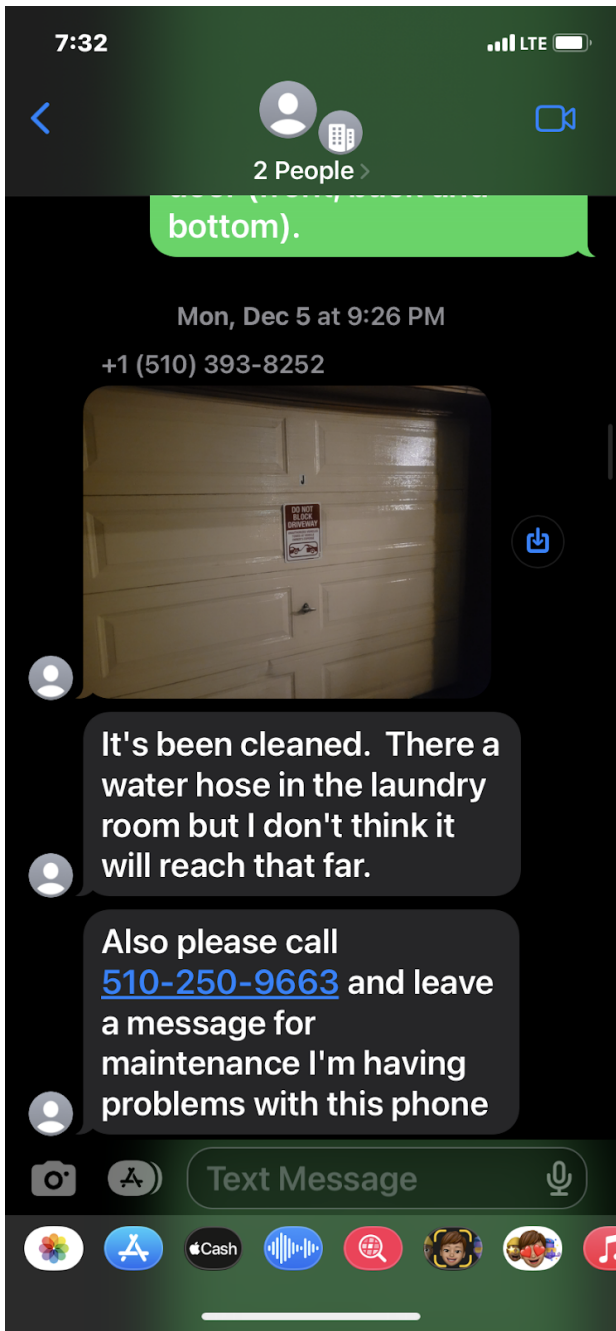
+1 (510) 393-8252 Text Thread between Both Tenants and Property Manager
+1 (510) 393-8252 Text Thread 2

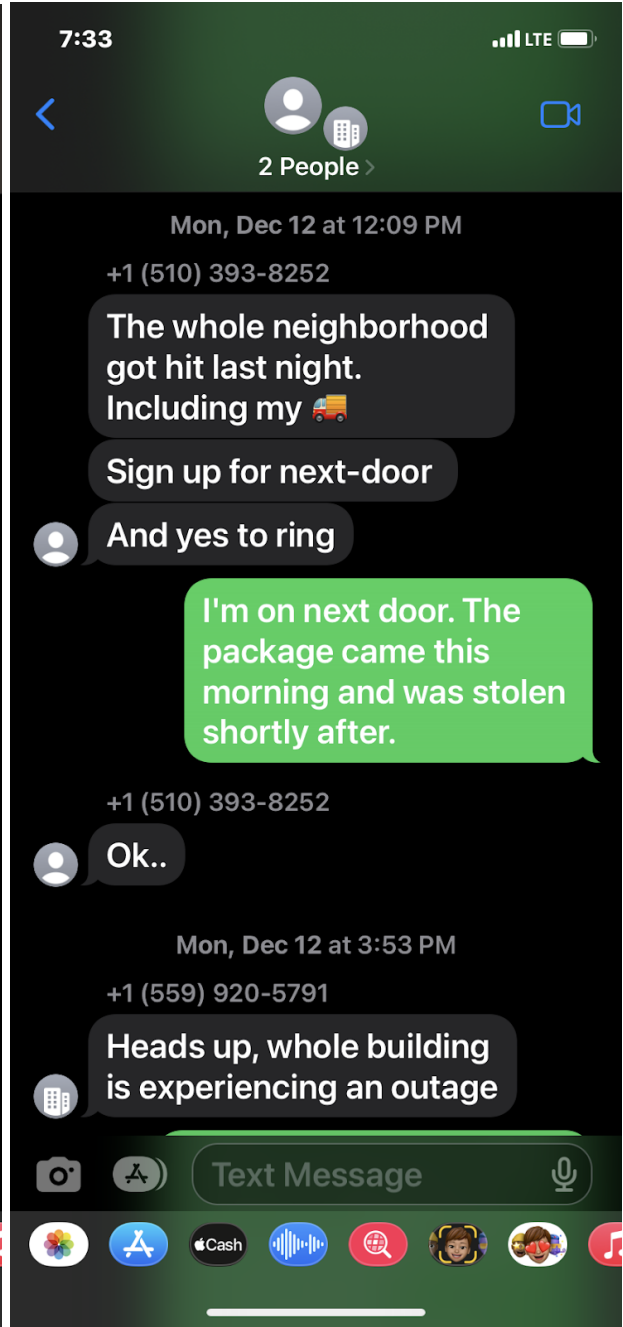
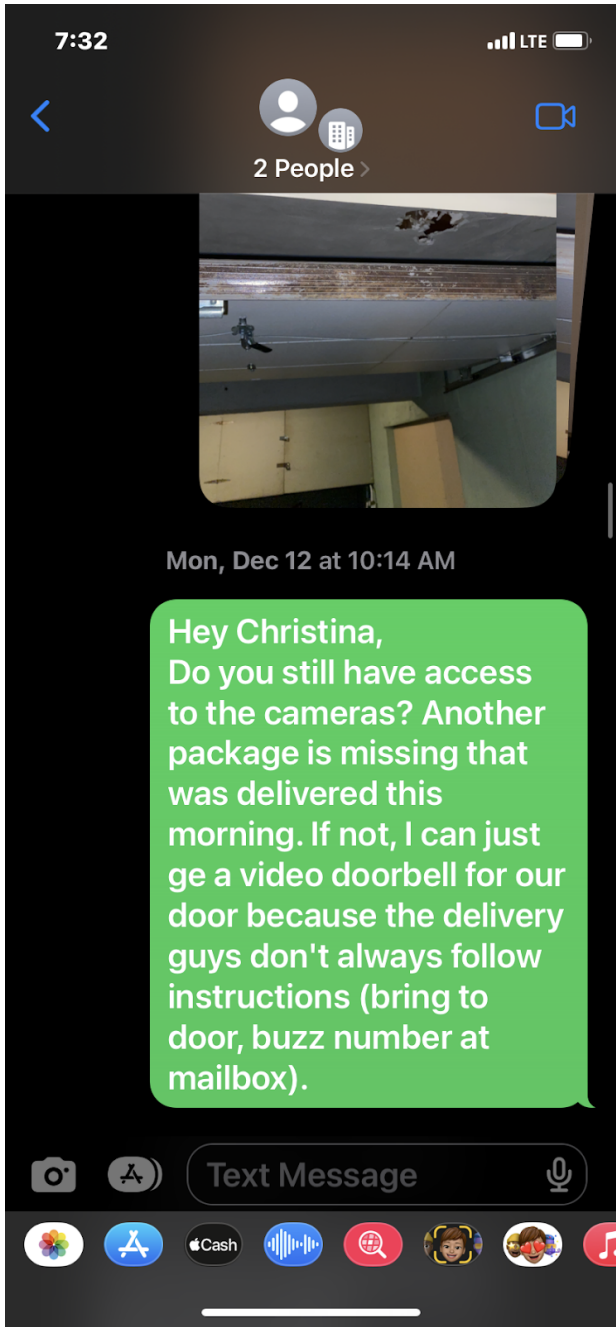


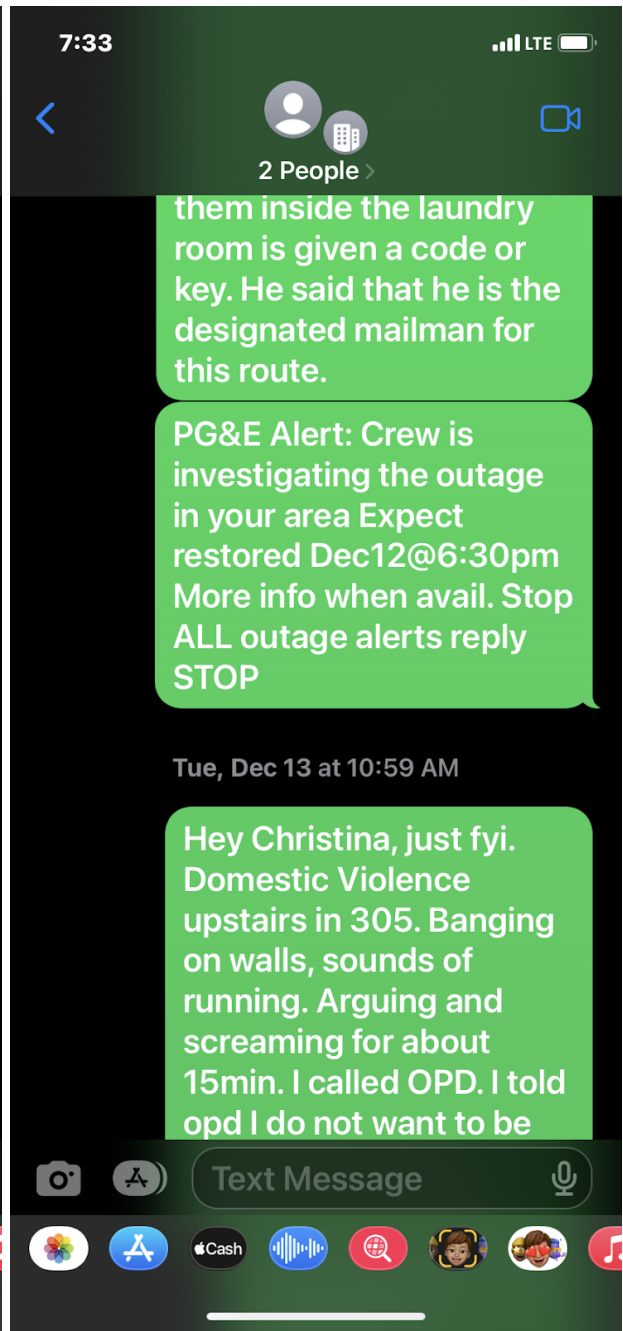
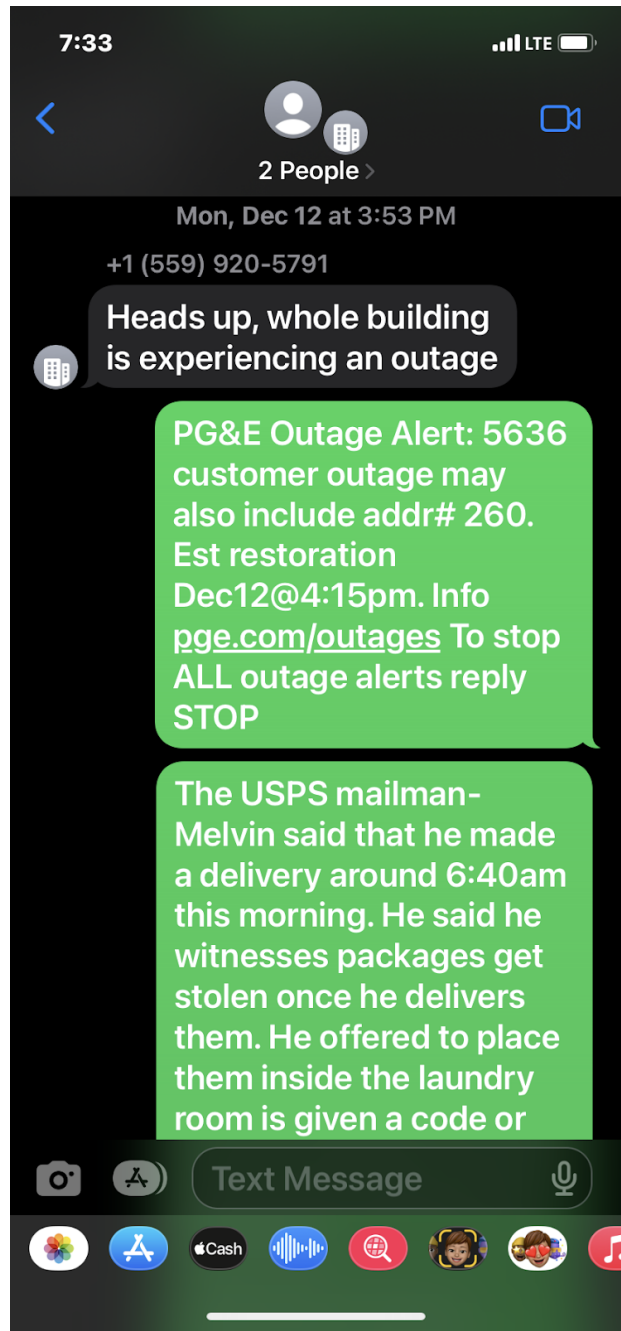


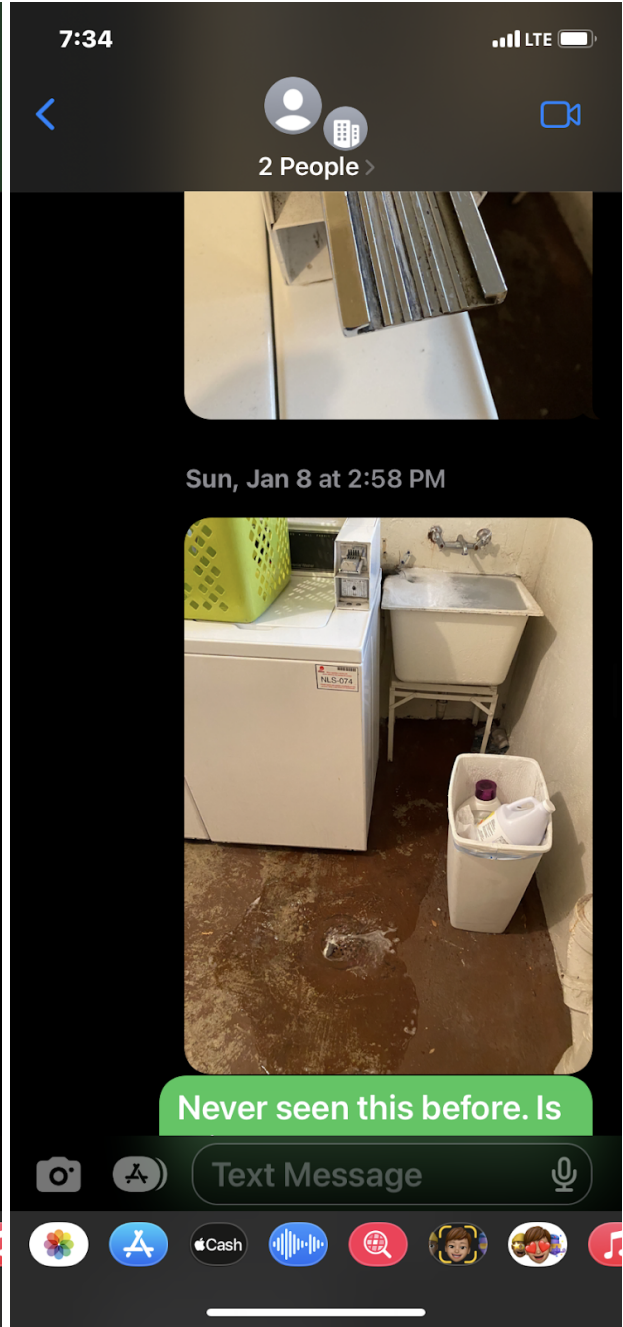


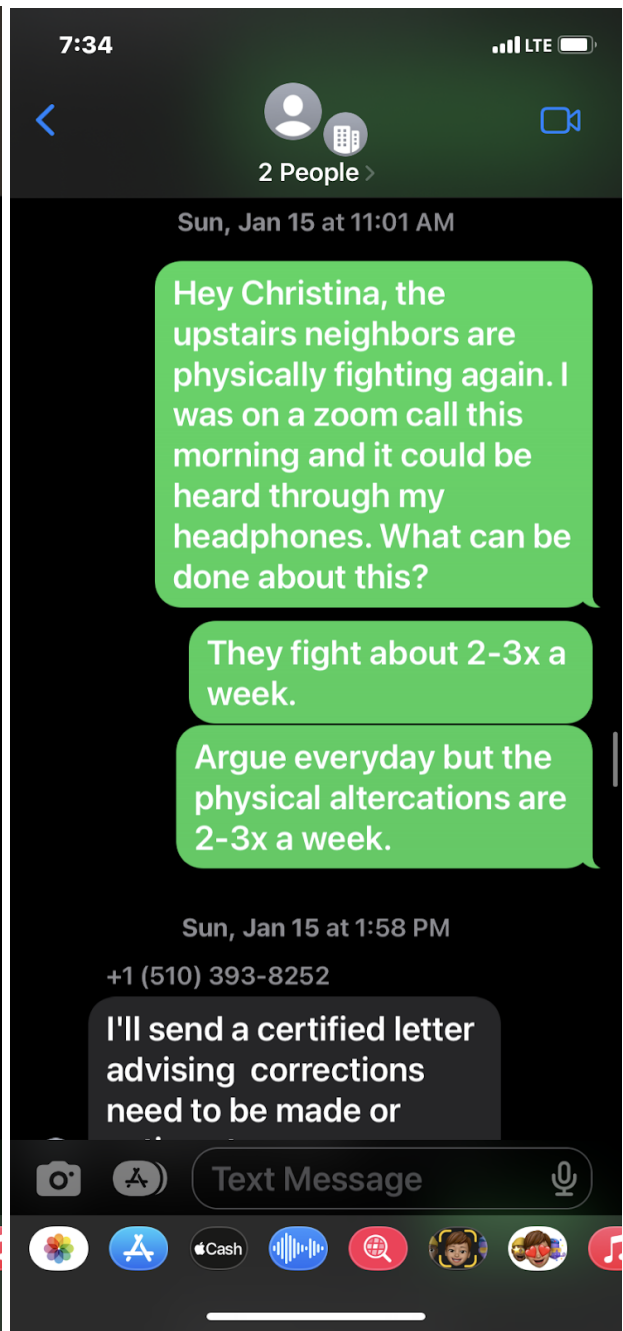
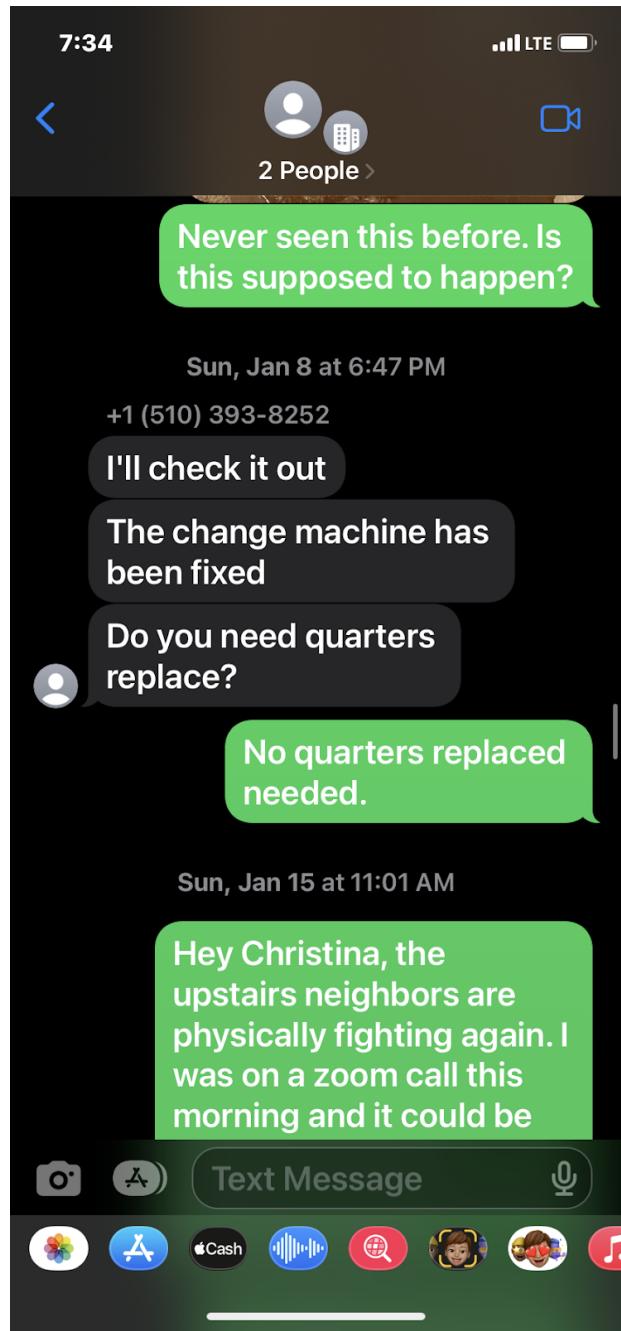


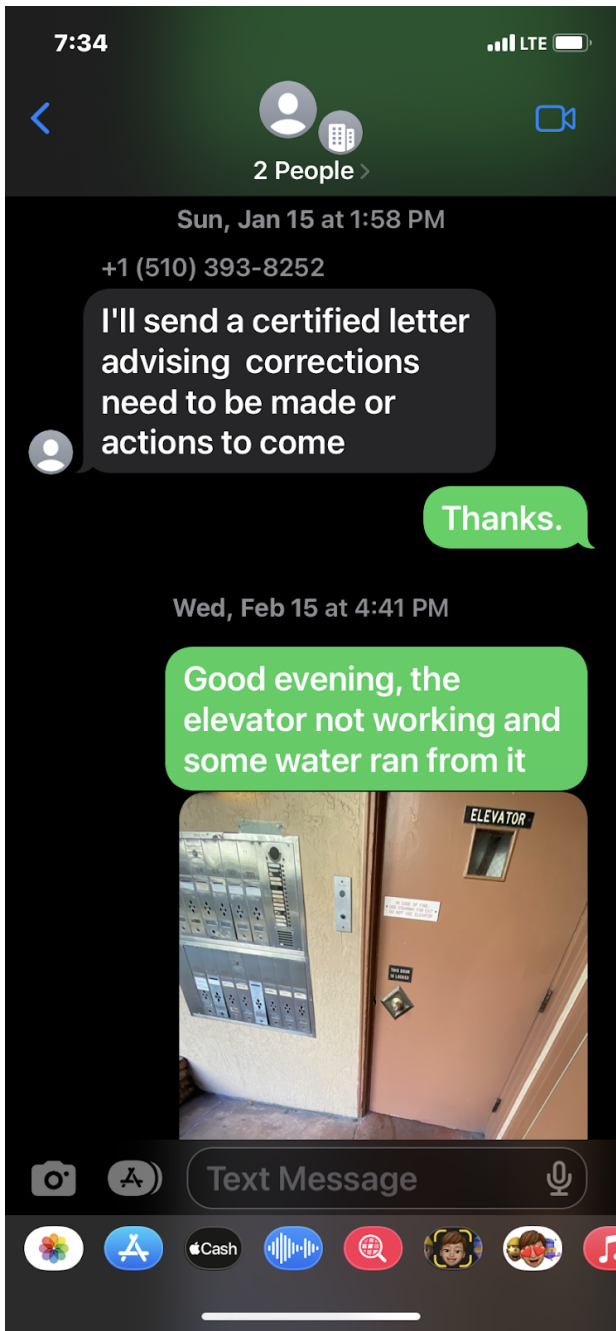


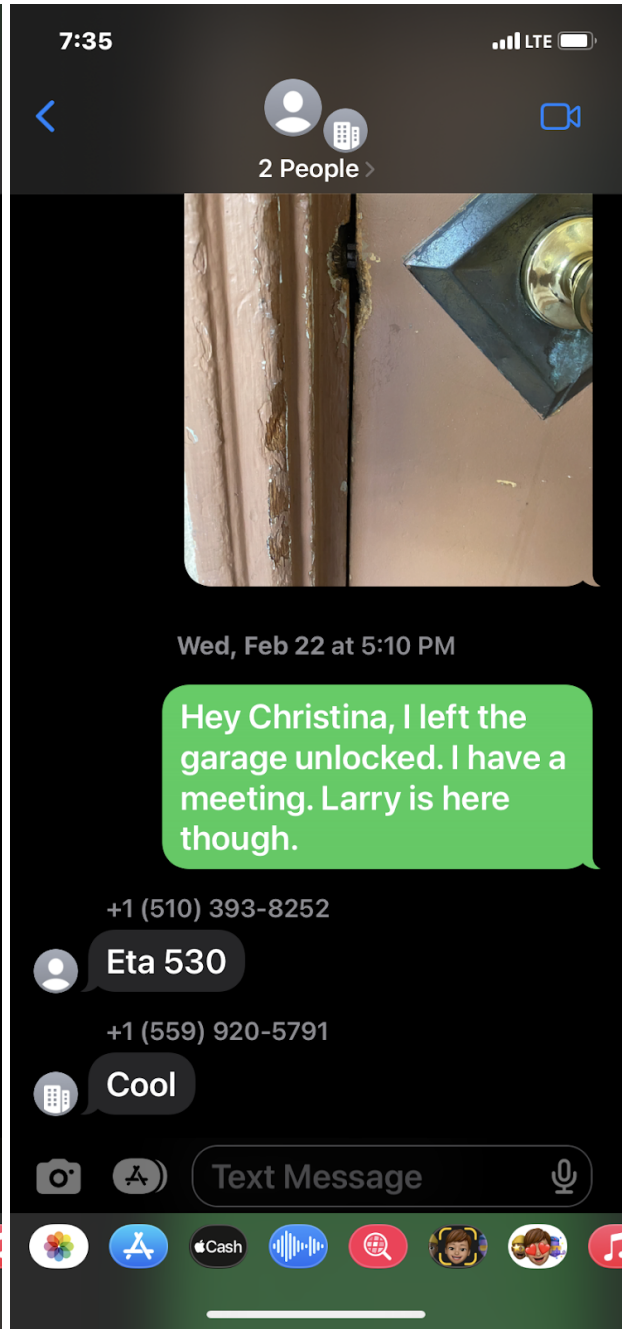
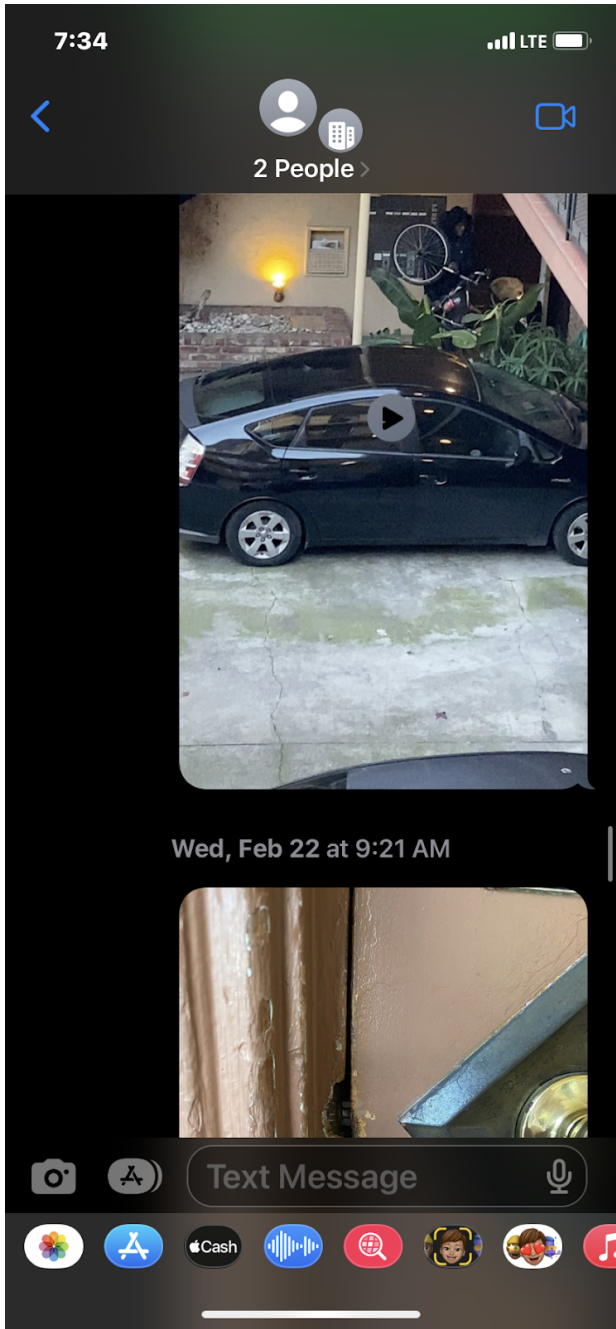


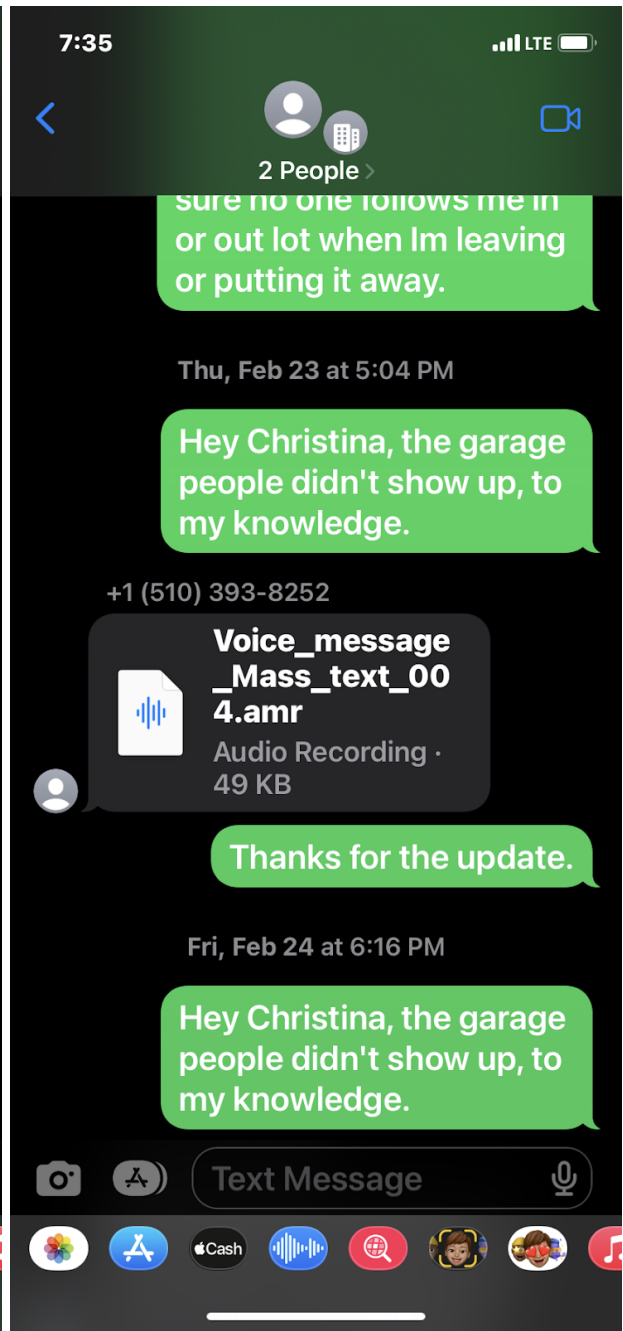
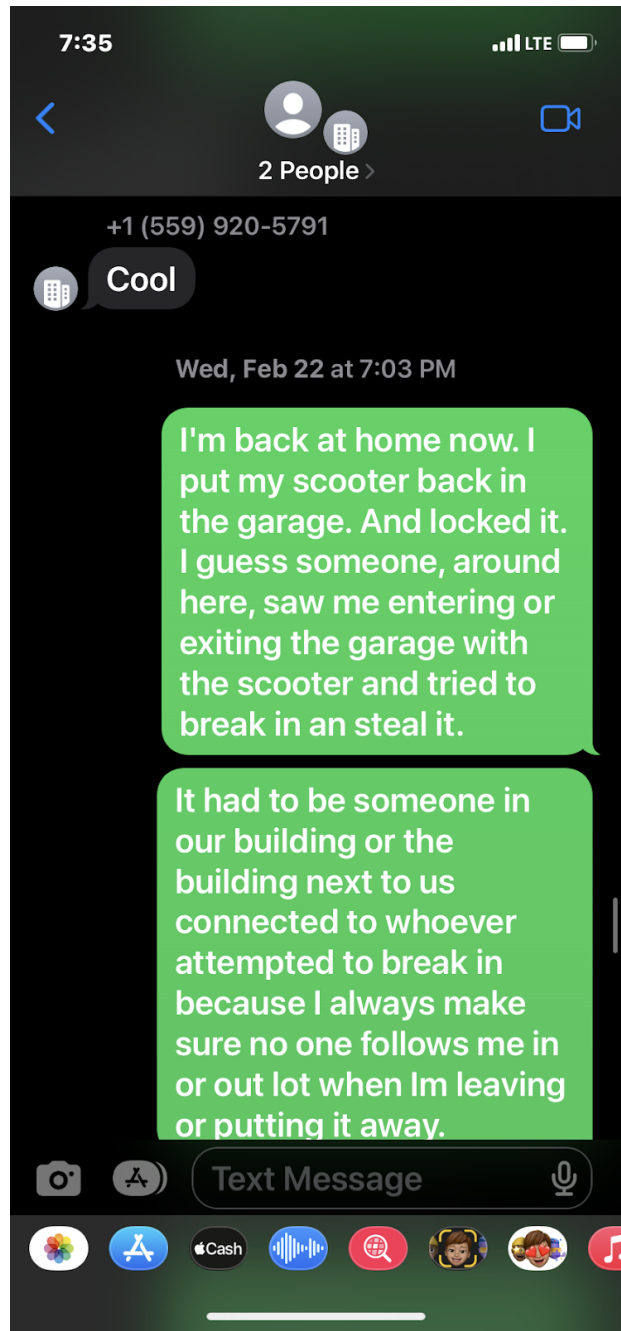


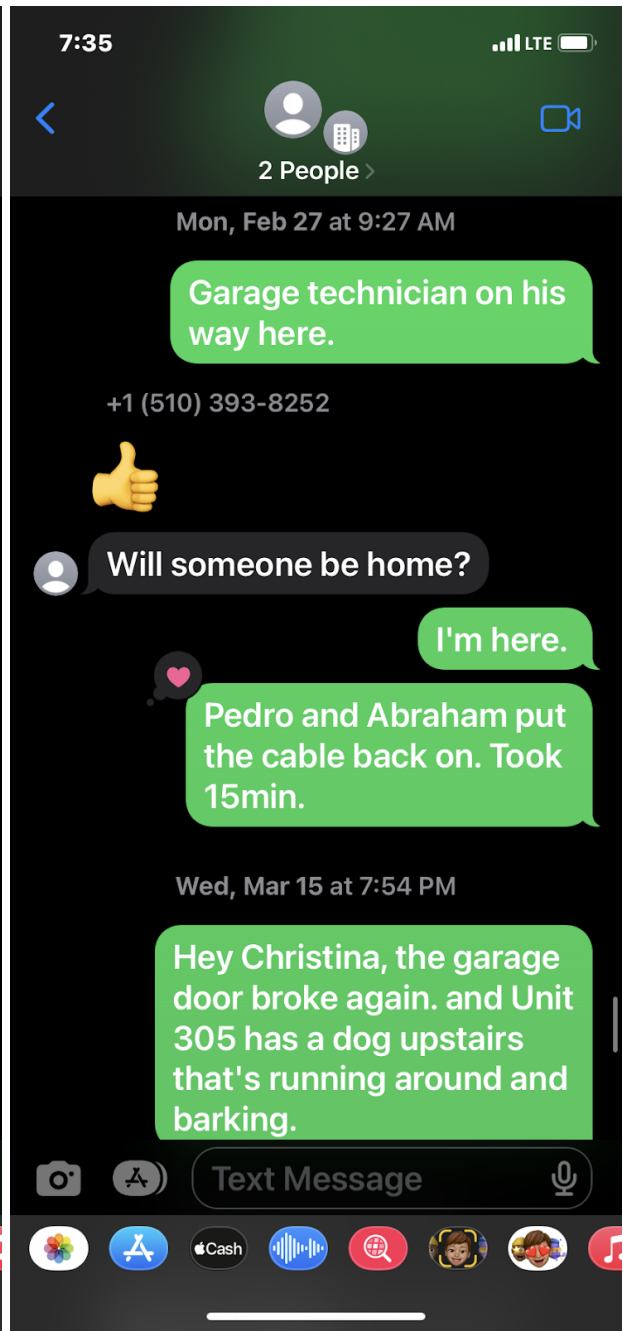


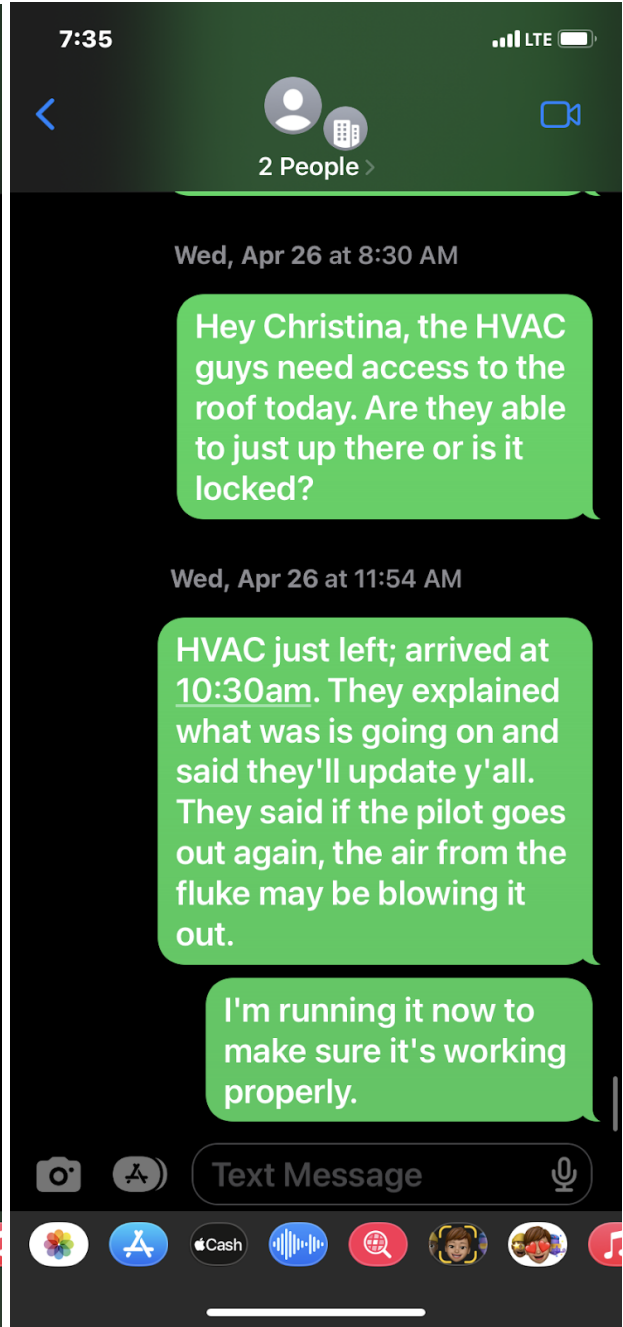
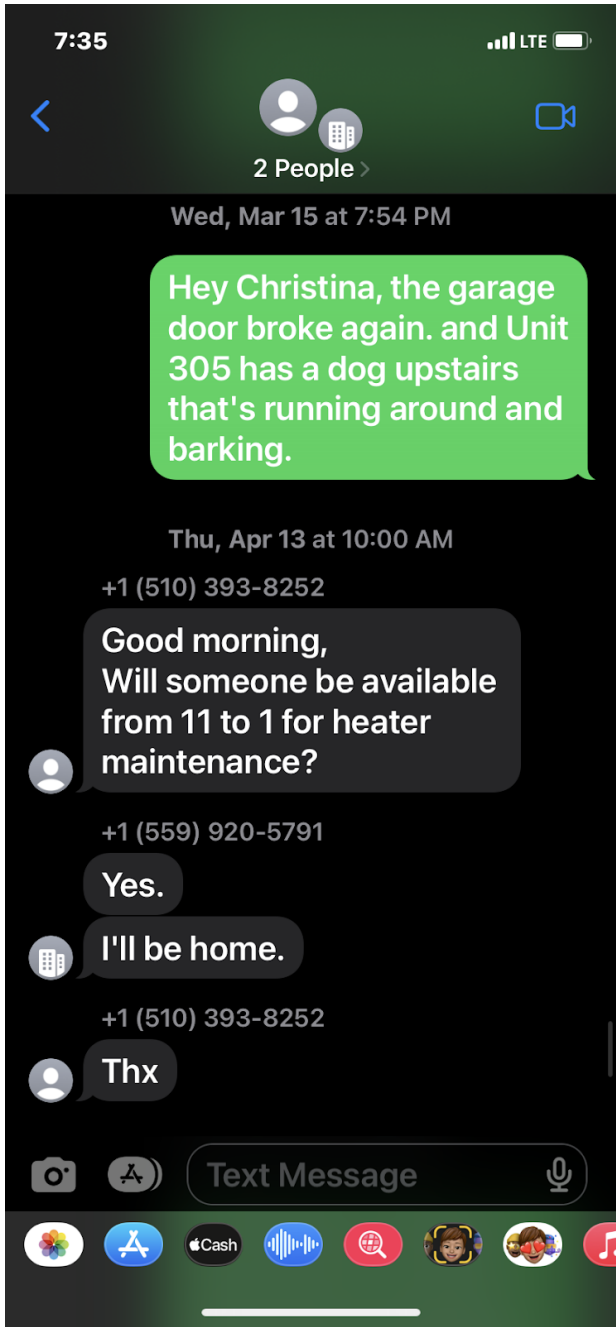




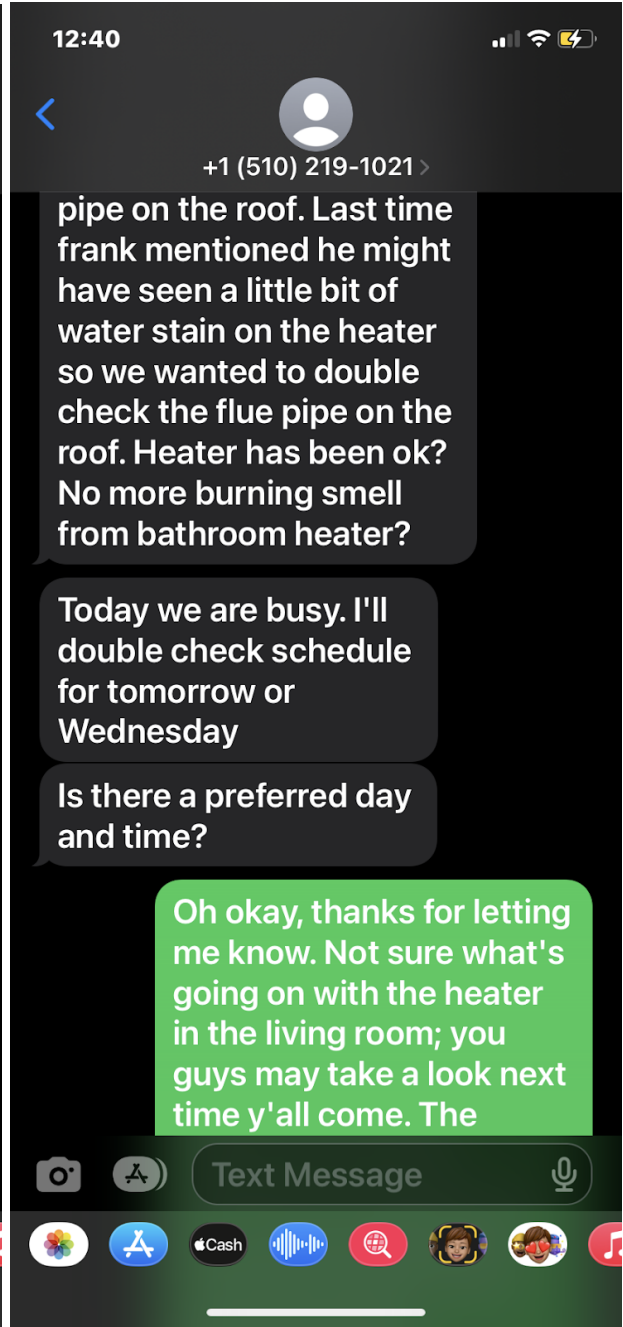
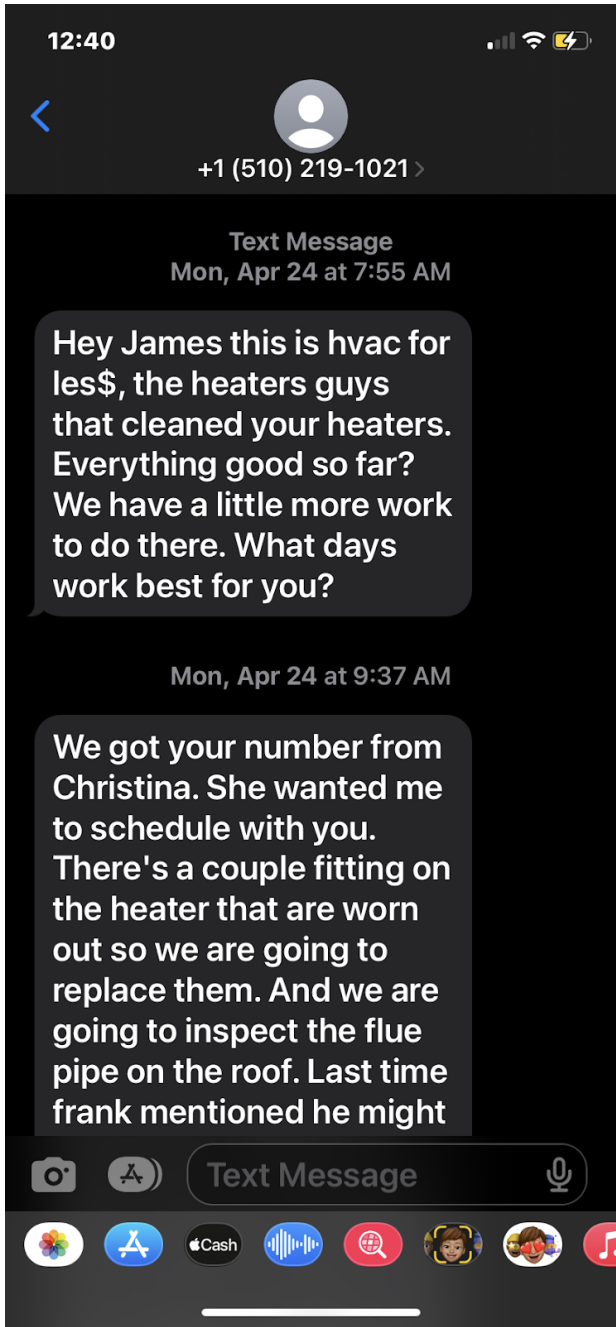


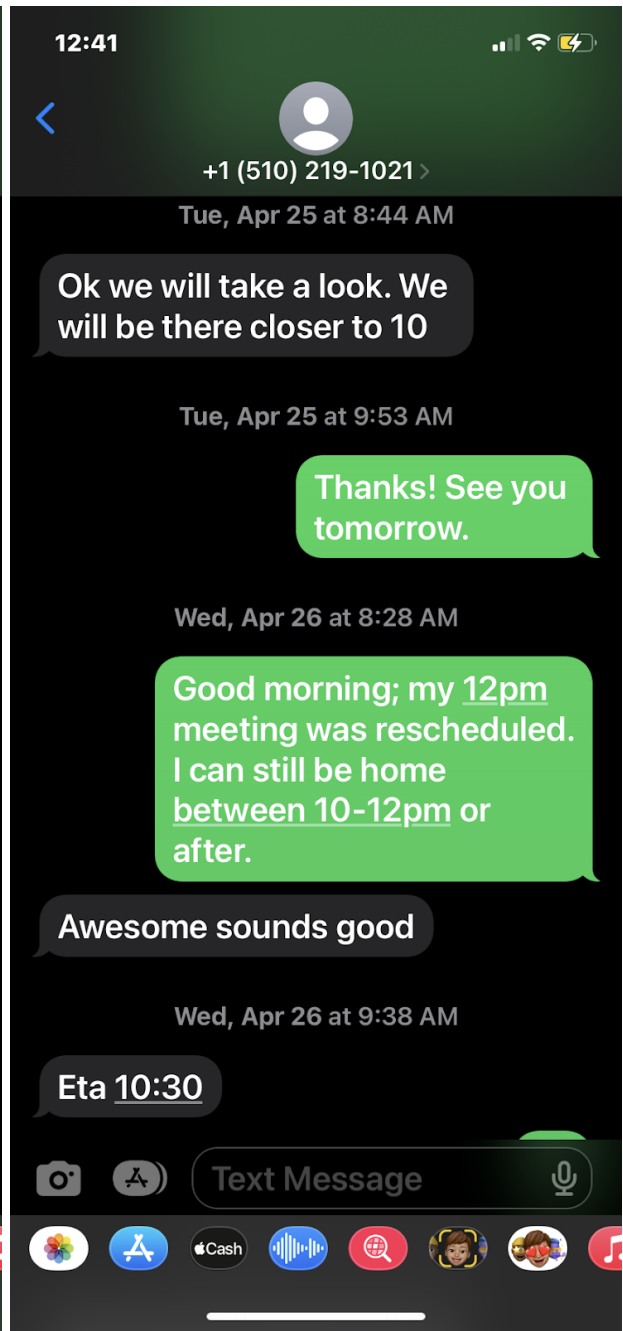
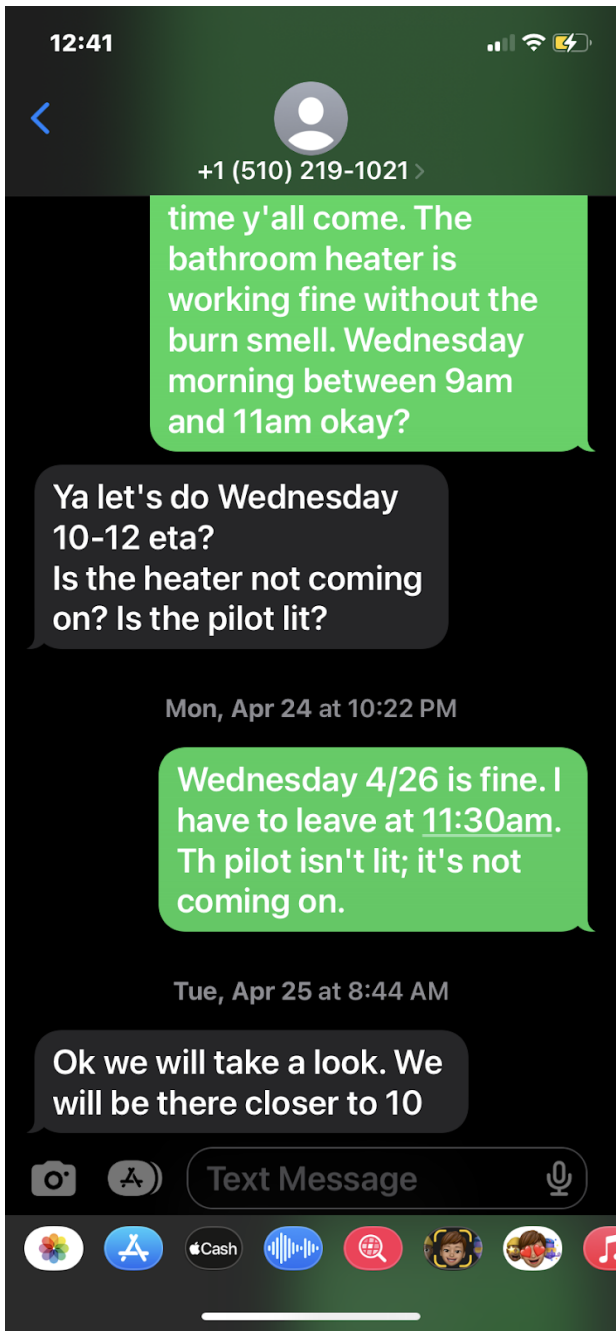


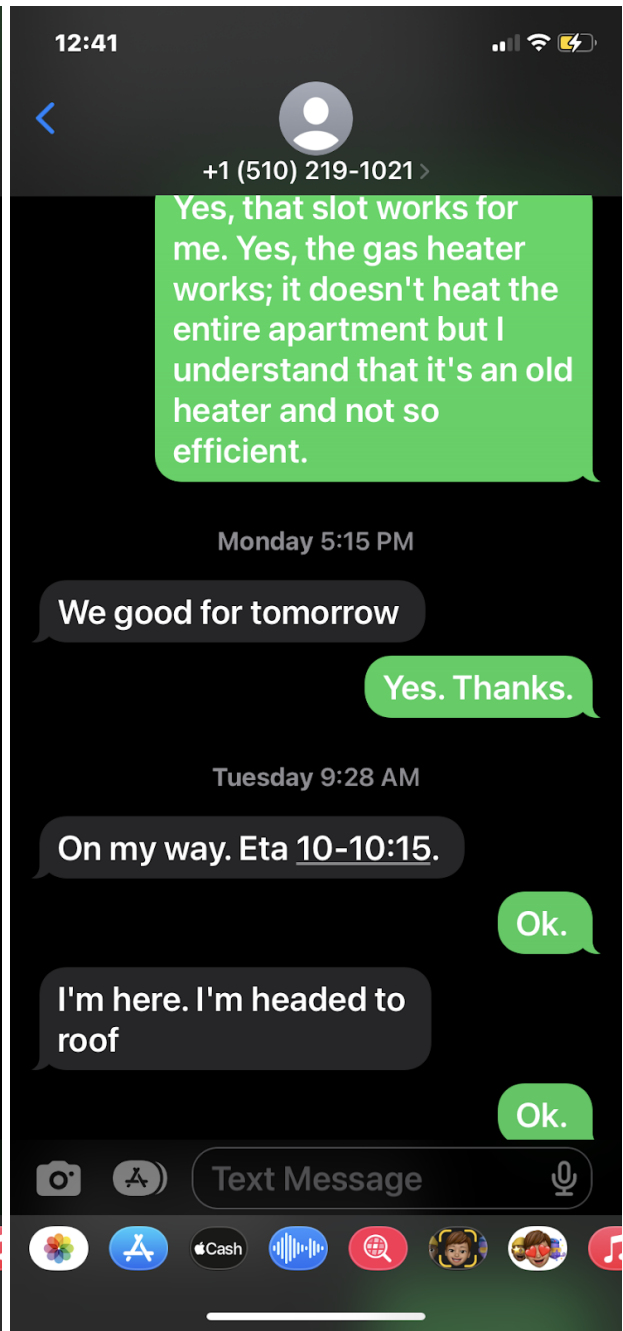
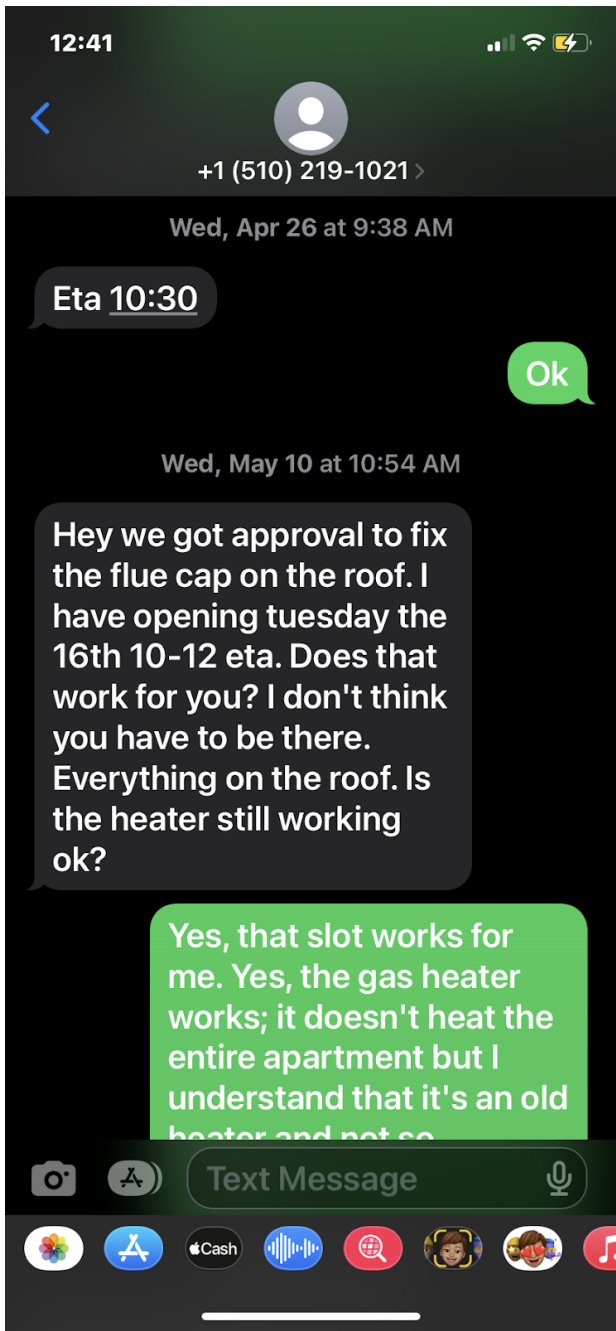


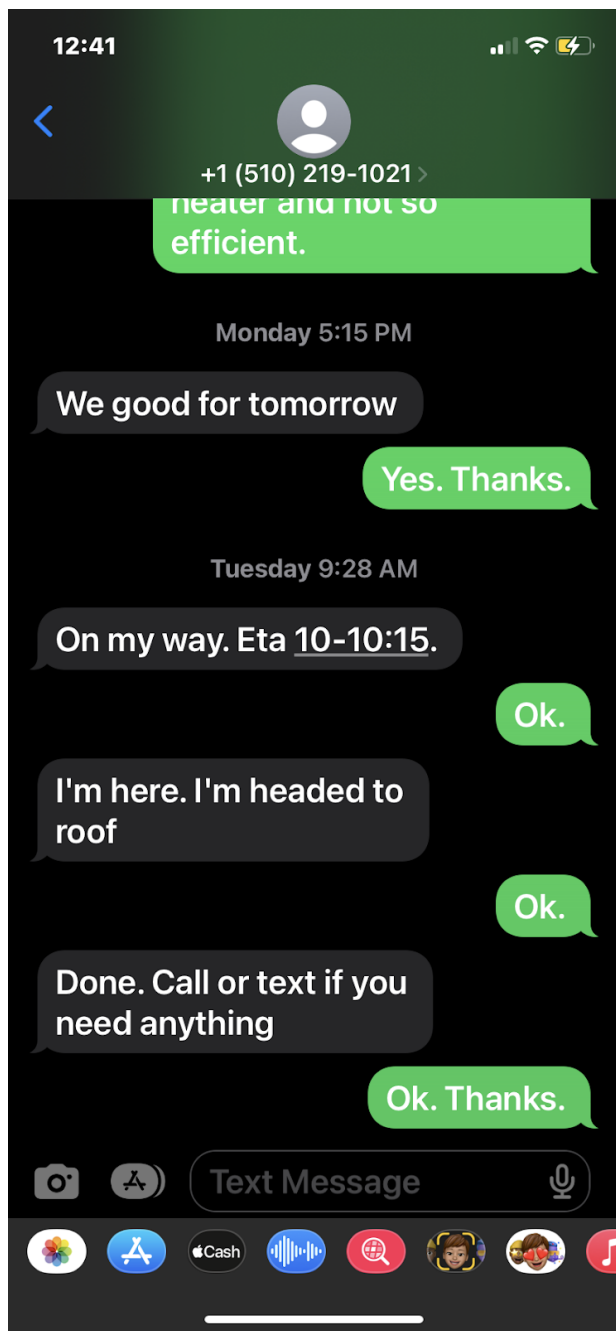


+1 (510) 219-1021 Text Thread between Tenant and HVAC (Heating Company)

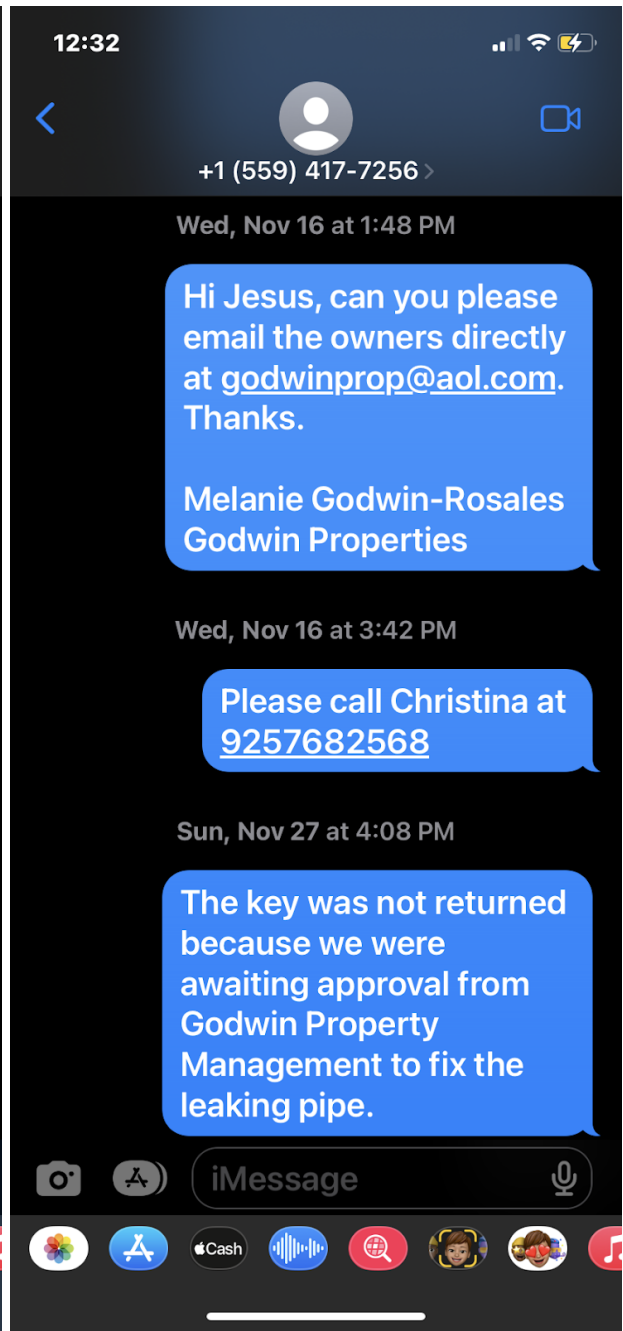
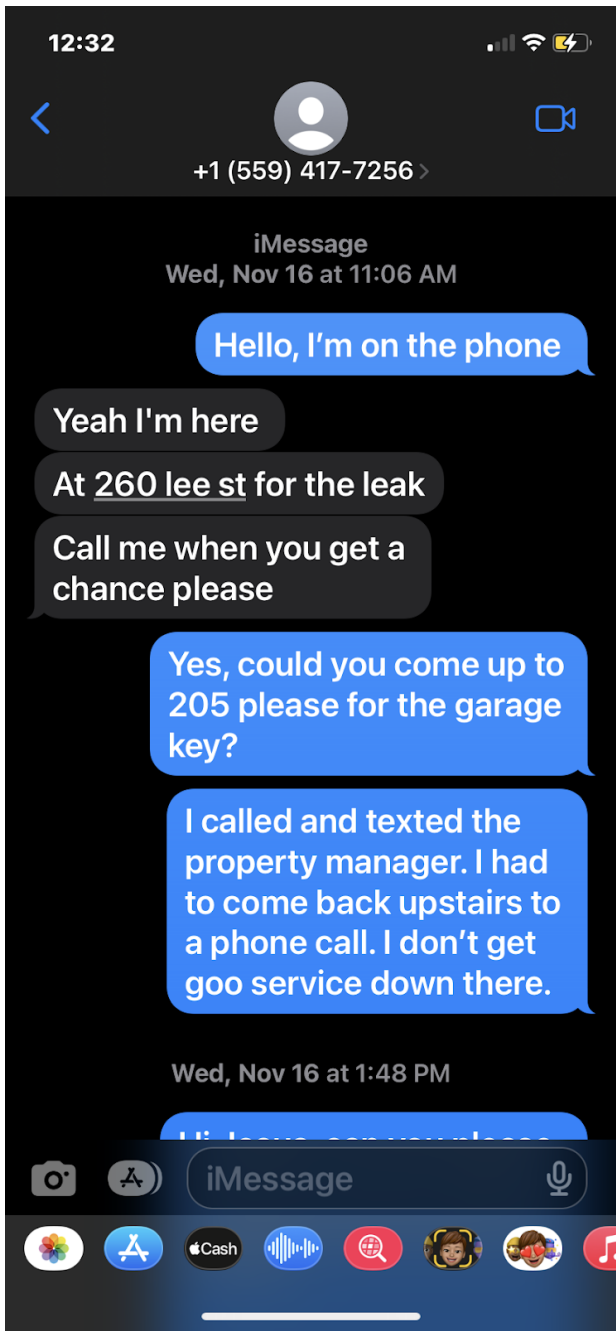








+1 (559) 417-7256 Text Thread with Tenant and Plumber for Garage Leak



[Skip to main content](#)

Hello

[James Willis](#)

- [Home](#)
- [Payments](#)
- [Maintenance](#)
- [Contact Us](#)
- [Shared Documents](#)
- [Insurance](#)
- [Property Details](#)
- [Account Profile](#)
- [Help](#)
- [Log Out](#)

Property Address 260 Lee Street, #205, Oakland, CA 94610 [Log Out](#)

[menu](#)

Maintenance

Maintenance Requests

[Request Maintenance](#)

RECEIVED

[Hello Godwin Properties,](#)

[The soft-story building we reside in, 260 Lee Street, Oakland, CA 94610, has not been seismically retrofitted. While connecting with Sarah from SPUR \(the San Francisco Bay Area Planning and Urban Research\) Association, I was informed that the city of Oakland has funding available for landlords to conduct these retrofits. Please see link below and please look into this asap because there are deadlines and The Bay Area is past due for a major earthquake. There are 2 additional programs for funding at the bottom of the link's page.](#)

<https://www.oaklandca.gov/news/2023/grants-up-to-13k-for-earthquake-retrofits-of-soft-story-homes>

[Requested by You on 05/08/2023 6:03PM](#)

[Maintenance Request #1230-1](#)

[This request was received on 05/08/2023.](#)

[View details](#)

[Request Cancellation](#)

RECEIVED

[The implied warranty of habitability Cal. Civ. Code § 1941.1\(a\) is in violation and has been since 08/26/2023 \(7 months+\) due to lack of limited heating facilities and the only heating facilities \(living room wall heater\) is not in good working order/well-maintained. California Code of Regulations \(25 CCR § 34\) is in violation. Every](#)

000087

dwelling unit and guest room used or offered for rent or lease shall be provided with heating facilities capable of maintaining a minimum room temperature of 70 degrees F at a point three feet above the floor in all habitable rooms. The bedroom, living room and kitchen/dining room are habitable rooms; there's no heating facility provided by the landlord for the bedroom and kitchen/dining rooms. The living room wall heater is not working and not in good condition. Oakland Housing Ordinances Healthy Homes Provisions City of Oakland, California- Chapter 15.08 OAKLAND HOUSING CODE is in violation. 15.08.340.

Requested by You on 03/30/2023 6:01PM

Maintenance Request #1205-1

This request was received on 03/30/2023.

[View details](#)

[Request Cancellation](#)

RECEIVED

There's rust and black colored mold in the expansion gap between the wood floor and tub. The implied warranty of habitability Cal. Civ. Code § 1941.1(a) is in violation and has been since 08/26/2023 (7 months+) due to lack of proper waterproofing for the expansion gap and the floor not being in good repair. This was preventable as it was addressed during the inspection. Installing a vinyl plank or transition strip would have prevented this. The bathroom doesn't have a window so when showering/bathing, the tenants use the bathroom fan and leave the door open as agreed upon in the lease. One of the tenants is allergic to mold.

Requested by You on 03/29/2023 3:58PM

Maintenance Request #1200-1

This request was received on 03/29/2023.

[View details](#)

[Request Cancellation](#)

RECEIVED

Unfinished Work-Bedroom. Bedroom window needs a screen, blinds, and screen clips. No transition strips at bedroom door or closet door. Bedroom door is also misaligned and doesn't close properly. Ceiling paint spots are incomplete.

Requested by You on 03/27/2023 12:37PM

Maintenance Request #1199-1

This request was received on 03/27/2023.

[View details](#)

[Request Cancellation](#)

RECEIVED

Unfinished Work-Bathroom. Painting of walls, ceiling, and door left unfinished. No caulk between floor and bathtub. One towel rack is weak and faulty. Bathroom heater was left uncleaned. Unable to use face bowl stopper in sink because the lever behind the faucet can't be lifted; the lever is fleshed with the granite. Hood fan needs cleaning and bugs fall from the hood fan into the sink.

000088

[Requested by You on 03/27/2023 12:34PM](#)

[Maintenance Request #1198-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Unfinished Work-Living Room. Living room window needs a screen and screen holders. Window does not fully close. Counter is missing a countertop. A mirror is used to cover the hole. Furnace was left unclean.](#)

[Requested by You on 03/27/2023 12:32PM](#)

[Maintenance Request #1197-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Unfinished Work-Kitchen/Dining Area. Kitchen window needs a screen, blinds, and screen clips. Cabinetry is missing latches. Backsplash is missing caulking.](#)

[Requested by You on 03/27/2023 12:29PM](#)

[Maintenance Request #1196-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Kitchen Breaker for Microwave outlet. Unable to use multiple appliances at once without the breaker going out. Property Manager, Christina Nelson, rigged the outlet to make them work but now the kitchen does not allow for multiple appliance use without the breaker going out.](#)

[Requested by You on 03/27/2023 12:25PM](#)

[Maintenance Request #1195-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Security cameras not working. Footage from all theft and security incidents were requested.](#)

000089

[Requested by You on 03/27/2023 12:21PM](#)

[Maintenance Request #1194-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Elevator Break-in. The elevator door has no door seal, like the laundry room door; therefore, it's easy for anyone to pick the lock and break-in. This is a safety concern because anyone can access the elevator. The same subject who steals packages and breaks in the mailboxes is the same person who breaks in the elevator. The subject is a repeat offender and has broken into the elevator numerous times. The subject also urinates and defecates inside the elevator. The subject camps out and stores items inside the elevator sometimes A report was filed with the Oakland Police Department.](#)

[Requested by You on 03/27/2023 12:20PM](#)

[Maintenance Request #1193-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Stolen Packages and Mailbox break-ins. There's a repeat theft subject that continuously steals packages from residents at this property. Packages are still being stolen. On 12/12/2022, the USPS mail carrier Melvin requested a key for the laundry room to leave packages there. Multiple mailboxes are broken into and haven't been replaced. Residents have been victims of identity theft.](#)

[Requested by You on 03/27/2023 12:16PM](#)

[Maintenance Request #1192-1](#)

[This request was received on 03/27/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[260 Lee Street-Garage J door is broken again. Please see images. The right side cable is off the frame. The cable wraps around inside when door is up and comes outside, In front of the door when closed. Also, the door does not lock properly. When the company came to fix the door, the first time, they left without actually testing the door to ensure it locked. They just called and said they were done and they left. Please provide accommodations until the issue is resolved.](#)

[Requested by You on 03/16/2023 10:07PM](#)

[Maintenance Request #1183-1](#)

000090

[This request was received on 03/16/2023.](#)

[View details](#)

[Request Cancellation](#)

[RECEIVED](#)

[Baby Pest Issue](#)

[Requested by You on 02/09/2023 7:16AM](#)

[Maintenance Request #1156-1](#)

[This request was received on 02/09/2023.](#)

[View details](#)

[Request Cancellation](#)

Showing 13 of 13 | [Show more](#)

Closed Maintenance Requests

COMPLETED

Please see attached notice from USPS about the mailboxes at 260 Lee Street. This request is also a follow up to Maintenance Request #1192-1 on 03/27/2023.

Requested by You on 05/11/2023 7:21PM

Maintenance Request #1231-1

This request was completed on 05/12/2023

COMPLETED

Repeat subject attempting an elevator break-in, again. OPD arrived Approx 10:20pm; incident time 12:30pm

OPD Incident #565

Officer J. Hartman, Oakland Police will be reaching out to Melanie and Christina. Please see photo attached.

Requested by You on 05/05/2023 10:42PM

Maintenance Request #1229-1

This request was completed on 05/12/2023

COMPLETED

Washing machine coin receiver is jammed, again. Please see attached photo.

Requested by You on 04/26/2023 12:21PM

Maintenance Request #1224-1

000091

This request was completed on 05/05/2023

COMPLETED

Neighbor in 305; allegedly arguing/fighting with husband. Please see attached images and recording will be sent via email. Went on for about 45min. Noise disturbances.

Requested by You on 04/20/2023 11:12AM

Maintenance Request #1219-1

This request was completed on 05/05/2023

COMPLETED

Elevator not in service. The light inside is on but it's not functioning. It was out on 4/18. It was an inconvenience; had to drag packages to garage. Was too heavy to carry up stairs.

Requested by You on 04/20/2023 11:03AM

Maintenance Request #1218-1

This request was completed on 05/05/2023

COMPLETED

Oakland Police, 4 officers, visited unit 205 on 09/07/2022 at approximately 2am knocking on the window with flashlights and knocking on the door until we answered. The officers were looking for a black male adult about a break-in dispatched at this address. The dispatcher redirected the officers to unit 305. The husband of the tenant in unit 305 allegedly attempted to break-in the unit because the tenant denied the suspect access. Tenant, James Willis, notified Property Manager, Christina Nelson, on several occasions and also called Oakland Police on 12/13.2022 when the Tenant (Unit 305) was yelling/screaming for the alleged aggressor (the husband) to let go. There were sounds of throwing objects, banging on the walls, arguing, screaming, running sounds on the floors. Property Manager, Chrisitina Nelson, mentioned sending a letter to the Tenant (Unit 305) on 01/15/2023. The most recent domestic violence activity occurred on 03/29/2023.

Requested by You on 03/29/2023 4:48PM

Maintenance Request #1202-1

This request was completed on 04/03/2023

Showing 6 of 6 | [Show more](#)

Godwin Properties

[925/294-5860](tel:9252945860)

[Help](#) · [Terms](#) · [Privacy](#)



Jim W <jrw1011@gmail.com>

Lease Signed. Questions?

1 message

James Ray Willis <jrw1011@gmail.com>

Sun, Aug 21, 2022 at 2:10 PM

To: godwinprop

<6496d04a612bfac7b3daa8d531382a602616e1c52372185d8eb049c4e50beaaf@godwinproperties.mailer.appfolio.us>

Cc: Larry Butac <larrybutac@gmail.com>

Hello Melanie,

We hope all is well on your end. We understand some of the team had Covid which caused a delay on work.

Larry and I visited the space on Friday with Christina. There are some pending cosmetics that are not complete. And some of the unit inventory items checked off on the lease were not present-drapes/blinds (throughout), screens throughout, fire extinguisher and there's a tear in the carpet already.

When will the estoppel certificate be provided/completed?

Larry has signed the lease already and I will finish signing it shortly after this. Just wanted to ensure that things will be taken care of soon after the lease is signed. We are open to an additional addendum if needed.

I've been calling for the past week; no answer.

Thanks for your time.

Best,

James Willis

jrw1011@gmail.com

> On Aug 16, 2022, at 3:08 PM, James Ray Willis <jrw1011@gmail.com> wrote:

>

> Hey Melanie,

>

> Thanks for the response. I've called a few times to clarify some things.

>

> Christina is planning to show us the space this Friday, 8/19; it wasn't completed when we first saw it on 8/3. Larry and I will be ready to complete the lease and pay after seeing to space this Friday.

>

> I understand the reasoning for no portable washers; the reduced water pressure and possibility of a leak.

>

> Larry and I come from residences that have both a washer and dryer, without use of coins. The portable washer was purchased not long ago. It will have to be sold because I can't return it for a refund. Is a small portable dryer okay to use? Because maybe I can get store credit to return the washer and purchase a small portable dryer.

>

> Best,

> James Willis

> jrw1011@gmail.com

>

>> On Aug 16, 2022, at 1:38 PM, godwinprop <6496d04a612bfac7b3daa8d531382a602616e1c52372185d8eb049c4e50beaaf@godwinproperties.mailer.appfolio.us> wrote:

000094



Jim W <jrw1011@gmail.com>

Re: Signed Holding deposit agreement3 messages

godwinprop

<47d0f9ff4552b6d9800e6b6a3552e1ab5a51c5e2887692d4b52f72ba9df0e803@godwinproperties.mailer.appfolio.us>

Mon,
Aug 15,
2022 at
11:12
AM

To: jrw1011@gmail.com

Hi James, it is a shared garage space on the first floor of the building. The garage is gated and tenants use a remote to enter. Would you like to rent a parking space?

Melanie Godwin-Rosales
Godwin Properties
925/294-5860www.godwinproperties.net

-----Original Message-----

From: James Ray Willis
To: godwinprop@aol.com
Sent: Sat, Aug 13, 2022 11:18 am
Subject: Re: Signed Holding deposit agreement

Hey Melanie,

Please see attachment for my vehicle insurance.

Best,
James
jrw1011@gmail.com

> On Aug 12, 2022, at 5:10 PM, James Ray Willis wrote:

>
> Hey Melanie,
>
> Is the parking space enclosed, like a garage type? If so, I would like to do it for the extra \$50 a month.
>
> Best,
> James
> jrw1011@gmail.com
>

>>> On Aug 12, 2022, at 11:55 AM, godwinprop <9fd81aeed2807d9d72e80d0de6d20ec56b14a64d916e70b0d16cc1bd2198fe4e@godwinproperties.mailer.appfolio.us> wrote:

>>>
>> Ok, sounds good. We'll have space for you if you ever decide to get a car. The parking is \$50 per month.
>> I'll be sending over the link to the lease shortly.
>>
>> Melanie Godwin-Rosales
>> Godwin Properties
>> 925/294-5860www.godwinproperties.net
>>
>> -----Original Message-----
>> From: James Ray Willis <10ee5708a53a84862019a98337807e893bd5f67aeb478a96690265bb6a7c61ce@godwinproperties.mailer.appfolio.us>

000095

>> To: godwinprop@aol.com
>> Sent: Thu, Aug 11, 2022 7:21 pm
>> Subject: Re: Signed Holding deposit agreement

>>
>> Hello Melanie,

>> >
>> >

>> > Thanks for your response. We do not have a vehicle. I have a scooter but I can park it on the street. Just curious, how much extra is parking?

>> >
>> > Best,
>> > James Willis
>> > jrw1011@gmail.com

>> >>> On Aug 11, 2022, at 1:12 PM, Larry Butac wrote:

>> >>>
>> >>
>> >>
>> >>

>> >> ----- Forwarded message -----

>> >> From:
>> >> Date: Thu, Aug 11, 2022 at 12:44 PM
>> >> Subject: Re: Signed Holding deposit agreement
>> >> To: larrybutac@gmail.com

>> >>
>> >> Thank you. I'll get your lease out to you both today or tomorrow. Do either of you have a car and are you interested in a parking space?

>> >>
>> >> Melanie Godwin-Rosales
>> >> Godwin Properties
>> >> 925/294-5860
>> >> www.godwinproperties.net

>> >>
>> >>

>> >> -----Original Message-----

>> >> From: Larry Butac
>> >> To: godwinprop@aol.com
>> >> Cc: James (Nugget) Ray Willis
>> >> Sent: Wed, Aug 10, 2022 8:04 pm
>> >> Subject: Signed Holding deposit agreement

>> >>
>> >> Hello Melanie,
>> >> Thanks for your response. Please see signed holding deposit file attached below.

>> >>
>> >> Thanks,
>> >> Larry Butac and James Willis

>> >>
>> >>

>> >>> On Aug 10, 2022, at 3:51 PM, Larry Butac wrote:

>> >>>
>> >>>
>> >>>

>> >>> ----- Forwarded message -----

>> >>> From:
>> >>> Date: Wednesday, August 10, 2022
>> >>> Subject: Holding deepest agreement
>> >>> To: "larrybutac@gmail.com"

>> >>>
>> >>>

000096

>> >>> Hi Larry, yes I'm sorry, we keep a signed second sheet and just fill in the first page. It's fine to sign.
>> >>> I can send another one if you'd like, but this is just for the holding deposit. The lease won't be backdated of course.
>> >>>
>> >>> Melanie Godwin-Rosales
>> >>> Godwin Properties
>> >>> 925/294-5860
>> >>> www.godwinproperties.net
>> >>>
>> >>>
>> >>> -----Original Message-----
>> >>> From: Larry Butac
>> >>> To: godwinprop@aol.com
>> >>> Sent: Tue, Aug 9, 2022 7:24 pm
>> >>> Subject: Re: Holding deepest agreement
>> >>>
>> >>> Hi Melanie,
>> >>>
>> >>> Is it ok to still sign even though the signature is backdated in March?
>> >>>
>> >>> Best,
>> >>> Larry
>> >>>
>> >>> On Tue, Aug 9, 2022 at 4:09 PM wrote:
>> >>> Hi Larry and James, here is the holding deposit agreement. Please sign and either fax, 925/294-5841, or email back the last page.
>> >>>
>> >>> Thank you.
>> >>>
>> >>> Melanie Godwin-Rosales
>> >>> Godwin Properties
>> >>> 925/294-5860
>> >>> www.godwinproperties.net
>> >>>

James Ray Willis <jrw1011@gmail.com>

Mon, Aug 15, 2022 at 4:00 PM

To: godwinprop

<47d0f9ff4552b6d9800e6b6a3552e1ab5a51c5e2887692d4b52f72ba9df0e803@godwinproperties.mailer.appfolio.us>

Cc: Larry Butac <larrybutac@gmail.com>

Hello Melanie,

I'm not sure I understand because you mentioned "shared"; what does that mean?

I called several times today; no answer. Could you give me a call please at 3187894326?

Best,

James Willis

jrw1011@gmail.com

> On Aug 15, 2022, at 11:12 AM, godwinprop <47d0f9ff4552b6d9800e6b6a3552e1ab5a51c5e2887692d4b52f72ba9df0e803@godwinproperties.mailer.appfolio.us> wrote:

>

Jim W <jrw1011@gmail.com>

Tue, Mar 28, 2023 at 6:11 PM

To: godwinprop@aol.com, Larry John Butac <larrybutac@gmail.com>, nelson.christina30@gmail.com

000097

Request to call below.

----- Forwarded message -----

From: **James Ray Willis** <jrw1011@gmail.com>

Date: Mon, Aug 15, 2022 at 4:00 PM

Subject: Re: Signed Holding deposit agreement

[Quoted text hidden]

[Quoted text hidden]

--

James Willis

jrw1011@gmail.com

000098



Jim W <jrw1011@gmail.com>

Re: Signed Holding deposit agreement

James Ray Willis <jrw1011@gmail.com>

Tue, Aug 16, 2022 at 3:08 PM

To: godwinprop

<6496d04a612bfac7b3daa8d531382a602616e1c52372185d8eb049c4e50beaaf@godwinproperties.mailer.appfolio.us>

Cc: Larry Butac <larrybutac@gmail.com>

Hey Melanie,

Thanks for the response. I've called a few times to clarify some things.

Christina is planning to show us the space this Friday, 8/19; it wasn't completed when we first saw it on 8/3. Larry and I will be ready to complete the lease and pay after seeing to space this Friday.

I understand the reasoning for no portable washers; the reduced water pressure and possibility of a leak.

Larry and I come from residences that have both a washer and dryer, without use of coins. The portable washer was purchased not long ago. It will have to be sold because I can't return it for a refund. Is a small portable dryer okay to use? Because maybe I can get store credit to return the washer and purchase a small portable dryer.

Best,

James Willis

jrw1011@gmail.com> On Aug 16, 2022, at 1:38 PM, godwinprop <6496d04a612bfac7b3daa8d531382a602616e1c52372185d8eb049c4e50beaaf@godwinproperties.mailer.appfolio.us> wrote:

>

000099



Jim W <jrw1011@gmail.com>

Re: Question?

James Ray Willis <jrw1011@gmail.com>

Tue, Oct 25, 2022 at 8:35 PM

To: godwinprop

<02d1fefe9965681acdbe447dd3338090b48c03c40204f08edde3cc110f99f3ee@godwinproperties.mailer.appfolio.us>

Cc: Larry Butac <larrybutac@gmail.com>

Hello Melanie,

Hope all is well. Larry and I have been residents for 2 months now. There are still things that need to be completed that were promised to be completed within 30 days. A few things have been completed by Christina, so far. Do we need to keep in contact with her to finish things up or is there something else we can do?

Best,

James Willis

jrw1011@gmail.com

On Aug 22, 2022, at 1:03 PM, godwinprop <02d1fefe9965681acdbe447dd3338090b48c03c40204f08edde3cc110f99f3ee@godwinproperties.mailer.appfolio.us> wrote:

Hi James, thanks for your response and apologies. We do check VM's but are far more responsive on email. I've reached out to Christina in regards to the screens, window coverings and fire extinguisher. As for the carpet, I'm not sure if its new or not. If its not, you can certainly list the tear as part of your move-in inspection.

I'll get back to you.

Melanie Godwin-Rosales
Godwin Properties
925/294-5860www.godwinproperties.net

-----Original Message-----

From: James Ray Willis <616a47a6573f8e371c967da8c1fb2fddda4c95fc841dd72b5584dd33905440ca@godwinproperties.mailer.appfolio.us>

To: godwinprop@aol.com

Sent: Sun, Aug 21, 2022 2:10 pm

Subject: Lease Signed. Questions?

Hello Melanie,

We hope all is well on your end. We understand some of the team had Covid which caused a delay on work.

Larry and I visited the space on Friday with Christina. There are some pending cosmetics that are not complete. And some of the unit inventory items checked off on the lease were not present-drapes/blinds (throughout), screens throughout, fire extinguisher and there's a tear in the carpet already.

When will the estoppel certificate be provided/completed?

Larry has signed the lease already and I will finish signing it shortly after this. Just wanted to ensure that things will be taken care of soon after the lease is signed. We are open to an additional addendum if needed.

I've been calling for the past week; no answer.

000100

Thanks for your time.

Best,
James Willis
jrw1011@gmail.com

> On Aug 16, 2022, at 3:08 PM, James Ray Willis wrote:

>

> Hey Melanie,

>

> Thanks for the response. I've called a few times to clarify some things.

>

> Christina is planning to show us the space this Friday, 8/19; it wasn't completed when we first saw it on 8/3. Larry and I will be ready to complete the lease and pay after seeing to space this Friday.

>

> I understand the reasoning for no portable washers; the reduced water pressure and possibility of a leak.

>

> Larry and I come from residences that have both a washer and dryer, without use of coins. The portable washer was purchased not long ago. It will have to be sold because I can't return it for a refund. Is a small portable dryer okay to use? Because maybe I can get store credit to return the washer and purchase a small portable dryer.

>

> Best,
> James Willis
> jrw1011@gmail.com

>

>> On Aug 16, 2022, at 1:38 PM, godwinprop <6496d04a612bfac7b3daa8d531382a602616e1c52372185d8eb049c4e50beaaf@godwinproperties.mailer.appfolio.us> wrote:



Jim W <jrw1011@gmail.com>

Property Manager Position Inquiry/Interest

Jim W <jrw1011@gmail.com>

Tue, Dec 6, 2022 at 3:21 PM

To: "godwinprop@aol.com" <godwinprop@aol.com>

Cc: nelson.christina30@gmail.com

Bcc: Larry John Butac <larrybutac@gmail.com>

Hello Melanie,

I hope this email finds you well. My name is James Willis, I live in the 260 Lee Street Building in Oakland. If the Property Manager position is still available, I would like to be considered for the position.

I have a diverse background that required managing, involving corporations and small businesses. Overall, my background fields included-Retail, Marketing/Public Relations/Advertising, Transportation and Office Administration. Most of my experience (besides my former Customer Service Manager position at Walmart) does not include the title "Manager"; however, I was assigned roles that required managing. Managing was required for the following roles- Administrative Specialist, Retail Supervisor, Marketing Coordinator for Business Development, Communications Specialist, Marketing Assistant and Office Coordinator.

In addition to my work experience, I took the initiative and acted as the Property Manager for the duplex residence I lived at for 8 years before moving to 260 Lee Street. The landlord lived in Pacifica, CA and traveled often; so, I took on the responsibility of managing the property. My work history spans for more than eleven years. For the sake of time, please see attached resume with only former positions that required the most extensive management skills.

Thanks for your time.

Best,

--

James Willis

jrw1011@gmail.com

3187894326



Resume-Property Manager - Google Docs.pdf

66K

000102



Jim W <jrw1011@gmail.com>

Please Contact ASAP

James Ray Willis <jrw1011@gmail.com>

Tue, Feb 21, 2023 at 2:19 PM

To: godwinprop

<02d1fefe9965681acdbe447dd3338090b48c03c40204f08edde3cc110f99f3ee@godwinproperties.mailer.appfolio.us>

Cc: Larry Butac <larrybutac@gmail.com>

Hello Melanie,

None of my emails and calls to you, since end of August have not been responded to.

Larry and I have been residents for 6 months now. There are unfinished things that were promised to be completed before we moved in and things that have happened that we put in online tickets for that have not been tended to. Every time I speak with Christina about updates, she mentions a schedule; however, nothing has been done and new things are starting to build up like the pest, broken garage door and extremely disturbing upstairs neighbor. Is it possible for us to come to some sort of resolution? May I receive a returned phone call or email?

Best,

James Willis

jrw1011@gmail.comOn Oct 25, 2022, at 8:35 PM, James Ray Willis <jrw1011@gmail.com> wrote:

Hello Melanie,

Hope all is well. Larry and I have been residents for 2 months now. There are still things that need to be completed that were promised to be completed within 30 days. A few things have been completed by Christina, so far. Do we need to keep in contact with her to finish things up or is there something else we can do?

Best,

James Willis

jrw1011@gmail.comOn Aug 22, 2022, at 1:03 PM, godwinprop <02d1fefe9965681acdbe447dd3338090b48c03c40204f08edde3cc110f99f3ee@godwinproperties.mailer.appfolio.us> wrote:

Hi James, thanks for your response and apologies. We do check VM's but are far more responsive on email. I've reached out to Christina in regards to the screens, window coverings and fire extinguisher. As for the carpet, I'm not sure if its new or not. If its not, you can certainly list the tear as part of your move-in inspection. I'll get back to you.

Melanie Godwin-Rosales
Godwin Properties
[925/294-5860](tel:9252945860)www.godwinproperties.net

-----Original Message-----

From: James Ray Willis <616a47a6573f8e371c967da8c1fb2fdda4c95fc841dd72b5584dd33905440ca@godwinproperties.mailer.appfolio.us>

000103

To: godwinprop@aol.com
Sent: Sun, Aug 21, 2022 2:10 pm
Subject: Lease Signed. Questions?

Hello Melanie,

We hope all is well on your end. We understand some of the team had Covid which caused a delay on work.

Larry and I visited the space on Friday with Christina. There are some pending cosmetics that are not complete. And some of the unit inventory items checked off on the lease were not present-drapes/blinds (throughout), screens throughout, fire extinguisher and there's a tear in the carpet already.

When will the estoppel certificate be provided/completed?

Larry has signed the lease already and I will finish signing it shortly after this. Just wanted to ensure that things will be taken care of soon after the lease is signed. We are open to an additional addendum if needed.

I've been calling for the past week; no answer.

Thanks for your time.

Best,
James Willis
jrw1011@gmail.com

> On Aug 16, 2022, at 3:08 PM, James Ray Willis wrote:

>

> Hey Melanie,

>

> Thanks for the response. I've called a few times to clarify some things.

>

> Christina is planning to show us the space this Friday, 8/19; it wasn't completed when we first saw it on 8/3. Larry and I will be ready to complete the lease and pay after seeing to space this Friday.

>

> I understand the reasoning for no portable washers; the reduced water pressure and possibility of a leak.

>

> Larry and I come from residences that have both a washer and dryer, without use of coins. The portable washer was purchased not long ago. It will have to be sold because I can't return it for a refund. Is a small portable dryer okay to use? Because maybe I can get store credit to return the washer and purchase a small portable dryer.

>

> Best,

> James Willis

> jrw1011@gmail.com

>

>> On Aug 16, 2022, at 1:38 PM, godwinprop <6496d04a612bfac7b3daa8d531382a602616e1c52372185d8eb049c4e50beaaf@godwinproperties.mailer.appfolio.us> wrote:



Jim W <jrw1011@gmail.com>

R and S Doors Response

James Ray Willis <jrw1011@gmail.com>

Wed, Mar 29, 2023 at 7:35 PM

To: Christina Nelson <nelson.christina30@gmail.com>

Cc: godwinprop@aol.com, Larry John Butac <larrybutac@gmail.com>

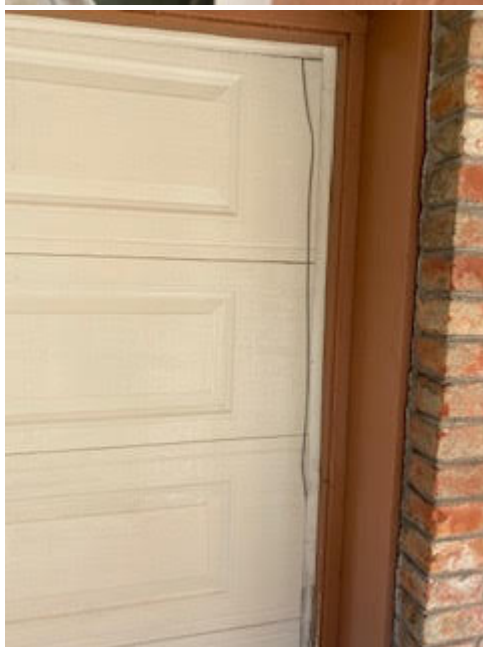
Hey Christina,

Thanks for your response.

Pedro and Abraham put the same broken cable back on; it wasn't replaced. Took about 15min. They called and told me they were leaving after they finished; they didn't use they key to ensure it was completely fixed. They were driving away as I came outside.

The lock never worked correctly. I usually have to turn the key and handle 2-3x to lock it and the cable came off again; the cable wraps around at the top then comes outside the door. Please see attached photos.

000105



Best,
James Willis
jrw1011@gmail.com

On Mar 29, 2023, at 6:11 PM, Christina Nelson <nelson.christina30@gmail.com> wrote:

Hi James,

Here is the response from R & S Doors. I recieved today. Please confirm its been repaired.

Good morning Christina,

I received your voicemail regarding the property at 260 Lee St. I just wanted to clarify a few things before calling the tenant.

When we went out to the property on February 27th, it didn't look like anything was left pending. My technician was able to get the door flush and also placed the cables back on properly.

000106

Was there another attempted break in after our initial service call?

Thank you,

On Tue, Mar 28, 2023, 6:11 PM Jim W <jrw1011@gmail.com> wrote:

Request to call below.

----- Forwarded message -----

From: **James Ray Willis** <jrw1011@gmail.com>

Date: Mon, Aug 15, 2022 at 4:00 PM

Subject: Re: Signed Holding deposit agreement

To: godwinprop <47d0f9ff4552b6d9800e6b6a3552e1ab5a51c5e2887692d4b52f72ba9df0e803@godwinproperties.mailer.appfolio.us>

Cc: Larry Butac <larrybutac@gmail.com>

Hello Melanie,

I'm not sure I understand because you mentioned "shared"; what does that mean?

I called several times today; no answer. Could you give me a call please at 3187894326?

Best,

James Willis

jrw1011@gmail.com

> On Aug 15, 2022, at 11:12 AM, godwinprop <47d0f9ff4552b6d9800e6b6a3552e1ab5a51c5e2887692d4b52f72ba9df0e803@godwinproperties.mailer.appfolio.us> wrote:
>

--

James Willis

jrw1011@gmail.com



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

Jim W (via Google Docs) <jrw1011@gmail.com>

Mon, Mar 27, 2023 at 1:21 PM

Reply-To: Jim W <jrw1011@gmail.com>

To: jrw1011@gmail.com

Cc: godwinprop@aol.com, larrybutac@gmail.com, nelson.christina30@gmail.com

Jim W attached a document



Jim W (jrw1011@gmail.com) has attached the following document:

Hello,

Please see attached Letter

Best,

James



Incomplete Maintenance Issues

This is a courtesy copy of an email for your record only. It's not the same email your collaborators received. Click [here](#) to learn more.



Incomplete Maintenance Issues.pdf

17239K

000108



Jim W <jrw1011@gmail.com>

[URGENT] USPS Notice for Owner

Jim W <jrw1011@gmail.com>

Thu, May 11, 2023 at 7:17 PM

To: godwinprop@aol.com

Cc: Larry John Butac <larrybutac@gmail.com>, Christina Nelson <nelson.christina30@gmail.com>

Melaine,

Please see attached notice from USPS about the mailboxes at 260 Lee Street.

--

James Willis

jrw1011@gmail.com



USPSLetter.jpg
3810K

000109



Jim W <jrw1011@gmail.com>

Violation-Inadequate Heating and "Repair and Deduct".

James Ray Willis <jrw1011@gmail.com>

Thu, Mar 30, 2023 at 6:14 PM

To: godwinprop@aol.com

Cc: Larry Butac <larrybutac@gmail.com>, nelson.christina30@gmail.com, godwinprop@aol.com

Under the implied warranty of habitability, landlords must provide renters with a unit suitable for habitation. Under local and state laws, this means providing essential services, including heat. There isn't adequate heating in Unit 205 at 260 Lee St. The implied warranty of habitability Cal. Civ. Code § 1941.1(a) is in violation and has been since 08/26/2023 (7 months+) due to lack of limited heating facilities and the only heating facilities (living room wall heater) in the unit is not in good working order/well-maintained. This was preventable as it was addressed during the initial inspection.

California Code of Regulations (25 CCR § 34) is in violation. Every dwelling unit and guest room used or offered for rent or lease shall be provided with heating facilities capable of maintaining a minimum room temperature of 70 degrees F at a point three feet above the floor in all habitable rooms. The bedroom, living room and kitchen/dining room are habitable rooms; there's no heat facility provided by the landlord for the bedroom and kitchen/dining rooms. And the living room wall heater is not working and not in good condition. The temperature of the habitable rooms in the unit are below 70 degrees F; see attached photo. In a rental unit, rooms such as bedrooms, the living room and kitchen require heat. Bathrooms, closets, hallways and storage rooms may remain unheated.

Oakland Housing Ordinances Healthy Homes Provisions City of Oakland, California-Chapter 15.08 OAKLAND HOUSING CODE is in violation. 15.08.340 Inadequate Sanitation. Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following: 6. lack of adequate heating facilities. Facilities is plural, meaning more than one.

The landlord has failed to maintain the property and conduct repairs upon the request of the tenant (generally the landlord is given a 30 day grace period). It's been over 7 months. The tenant may perform the repair and subtract the cost from the rent owed, or he or she may vacate the premises and be freed from any outstanding obligations under his lease [CA Civil Code Sec. 1942].

It's past the 30 day grace period for the landlord to correct these violations. The tenants are interested in seeking the legal remedy of the "repair and deduct" method. The tenants have been using 3 portable heaters to keep the habitable rooms warm (bedroom, dining room/kitchen area, living room) throughout the fall/winter months while Godwin Properties didn't respond by phone, texts and emails.

Bedroom Temperature without heat-67.2 F

Living Room Temperature without heat-68.9 F

000110



Photos attached.



000111



James Willis
3187894326
jrw1011@gmail.com



Jim W <jrw1011@gmail.com>

Audio Recordings and Photos for Maintenance Request #1219-1

James Ray Willis <jrw1011@gmail.com>

Thu, Apr 20, 2023 at 11:26 AM

To: godwinprop@aol.com

Cc: Christina Nelson <nelson.christina30@gmail.com>, Larry Butac <larrybutac@gmail.com>

Melanie,

Could you all do something about the situation?

It's been weekly and ongoing. These recordings are from unit 305 that can be heard in our unit. It is very disturbing. The husband eventually left; he typically returns. It's unfortunate that tenants on this property can not enjoy time at home in peace. I hope that you all understand that these walls are thin and the single pane windows do not reduce outside noise. I hope you all can find a resolution with the tenant.

Respectfully,

James

jrw1011@gmail.com

9 attachments**image0.jpeg**

44K

**image1.jpeg**

29K

000113



image2.jpeg
31K



image3.jpeg
36K



image4.jpeg
30K

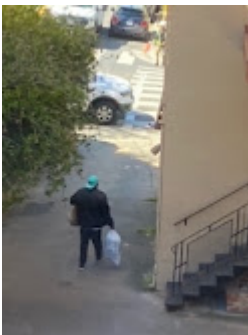


image5.jpeg
30K

 **Monte Lee Apartments 6.m4a**
528K

 **Monte Lee Apartments 5.m4a**
347K

 **Monte Lee Apartments 7.m4a**
229K



Jim W <jrw1011@gmail.com>

Re: Unit at 260 Lee St

godwinprop

<1df92aaaa8491097a1de53f9e67016a48bc79be274c510878f1303ccbcab3401@godwinproperties.mailer.appfolio.us>

Sat,
Aug
6,
2022
at
3:27
PM

To: jrw1011@gmail.com

Ok great. The next steps would be to discuss your moving timeline. We can hold the unit for you for up to 3 weeks, but we do require a holding deposit to do so in the amount of \$500. This money holds the unit and will come off your total move-in costs. The unit is available for move-in sooner however, just let me know what your plans are.

Melanie Godwin-Rosales
Godwin Properties
925/294-5860www.godwinproperties.net

-----Original Message-----

From: James Ray Willis
To: godwinprop@aol.com
Sent: Sat, Aug 6, 2022 2:23 pm
Subject: Re: Unit at 260 Lee St

Hello Melanie,

Thank you! Larry and I are happy to be pre-approved and moving forward with the process.

I contacted my previous and current landlords. _____ said he received the form and would complete it. I have not heard back from _____ yet but will follow up with him again soon.

What are the next steps?

Thanks for your time.

Best,
James Willis
jrw1011@gmail.com

> On Aug 5, 2022, at 4:58 PM, Melanie Rosales wrote:

> Hi Larry and James, thanks for applying to our unit at 260 Lee St. Your applications look great and we can approve you for the unit. We are still awaiting for your resident verification, but we can give you a preliminary approval while we wait to hear back from your current and previous landlords. If still interested, please let us know and we can discuss your moving plans.

>

> Thanks again, we look forward to hearing back from you.

>

> Melanie Godwin-Rosales

> Manager. Godwin Properties

000115



Jim W <jrw1011@gmail.com>

Violation-Broken Window/No Screens, Repair & Deduct Proposal

Jim W <jrw1011@gmail.com>

Wed, Apr 12, 2023 at 5:31 PM

To: godwinprop@aol.com

Cc: Christina Nelson <nelson.christina30@gmail.com>, Larry John Butac <larrybutac@gmail.com>

Under the implied warranty of habitability, landlords must provide renters with a unit suitable for habitation. Under local and state laws, this means providing essential services, such as effective weather protection. There is a broken window and windows without screens in Unit 205 at 260 Lee St. This was preventable as it was addressed during the initial inspection on 8/26/2022.

The implied warranty of habitability Cal. Civ. Code § 1941.1(a)(1) is presently being violated and has been since 08/26/2022 (7 months+) due to a broken window. The window is faulty due to the fact that it is broken.

Godwin Properties is in further violation according to Healthy Homes Provisions of City of Oakland, California OAKLAND HOUSING CODE. Within the code, Article X Substandard Buildings 15.08.340 states the following: *H. Faulty Weather Protection. Buildings or portions thereof shall be considered substandard when they have faulty weather protection which shall include, but not be limited to, the following: 2. deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.* As previously indicated, the window in question is substandard because of faulty weather protection. Again, this was addressed during the initial inspection on 08/26/2022 and has yet to be fixed. The maintenance supervisor, Chris Rosales, saw the broken window and window covers during his visit on Tuesday, 03/28/2023.

As these violations have not been corrected, the tenants would like to pursue the repair and deduct method to remedy the situation. The tenants purchased 3 custom polycarbonate panes specific to the dimensions of the windows that also assist with properly ventilating the unit. In addition, the tenants purchased 2 packs of screen fasteners.

\$348.40 (3 covers for the windows without screens)

\$7.92 2 (packs of screen fasteners)


\$1.64 (\$0.585 cent per mile* x (round trip from unit to Ace Hardware in Piedmont, CA 2.8 miles))

\$11.70 (\$0.585 cent per mile* x (round trip from unit to TAP Plastics in El Cerrito, CA 20 miles))


\$369.66-TOTAL AMOUNT


000116

Transaction Details


TAP PLASTICS
-\$348.40

Transaction details	
Type	Card
EL CERRITO, CA 94530	
Description	TAP PLASTICS INC #28 EL CERRITO CA
Also known as	TAP PLASTICS
Merchant type	Nondurable goods
Method	In person
Category	Shopping

Details 

Q How can we help? 

GRAND LAKE ACE
HDWE
PURCHASE
PIEDMONT CA

Amount -\$7.92

Type Debit Card

Merchant name ⓘ
[ACE HARDWARE](#)

Transaction category
Home & Utilities: Home Improvement

[Secure Area](#) [Privacy](#) [Security](#) [Advertising Practices](#)
[Legal Info & Disclosures](#) [Equal Housing Lender](#)

Bank of America, N.A. Member FDIC. © 2023 Bank of America Corporation.

**California Standard Mileage Reimbursement Rate*

--

James Willis
jrw1011@gmail.com



Jim W <jrw1011@gmail.com>

Audio Recordings and Photos for Maintenance Request #1219-1

Jim W <jrw1011@gmail.com>

Sat, May 20, 2023 at 11:28 AM

To: godwinprop@aol.com

Cc: nelson.christina30@gmail.com, larrybutac@gmail.com

Hi Melanie,

Thanks for your response.

Around 10am this morning, 5/20, there was arguing going on in unit 305. Around 10:15am. I turned on music to distract my space from the noise. The arguing got louder so I turned the music off and knocked on the ceiling. The tenant said that she was aware that I had been reporting her, accused me of disturbing and harassing her and mentioned a lot of obscenities and threats. I've never ever exchanged any words with her throughout my tenancy. I have not ever received any letters from you all stating that I'm a disturbance.

I contacted Christina and I understand she's on medical leave. Christina referred both she and I to you. It's after 11am and the tenant is still being a nuisance. This has been going on for 9 months. I understand your mentioning that there's not much you all can do.

000118

10:41



Christina >

Thu, Apr 13 at 3:33 PM

Ok.

Today 10:38 AM

I just had surgery and am on medical leave. I just told her the same thing.

Call the Godwins

Oh okay. Thanks for letting me know.



Text Message



Best,
James Willis
jrw1011@gmail.com

On Apr 20, 2023, at 3:30 PM, godwinprop@aol.com wrote:

[Quoted text hidden]



Jim W <jrw1011@gmail.com>

[URGENT] USPS Notice for Owner

godwinprop@aol.com <godwinprop@aol.com>

Fri, May 12, 2023 at 8:40 AM

Reply-To: godwinprop@aol.com

To: "jrw1011@gmail.com" <jrw1011@gmail.com>

Cc: "larrybutac@gmail.com" <larrybutac@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>

Thanks. We know, they called us as well.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

www.godwinproperties.net

-----Original Message-----

From: Jim W <jrw1011@gmail.com>

To: godwinprop@aol.com

Cc: Larry John Butac <larrybutac@gmail.com>; Christina Nelson <nelson.christina30@gmail.com>

Sent: Thu, May 11, 2023 7:17 pm

Subject: [URGENT] USPS Notice for Owner

[Quoted text hidden]

000121



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

James Ray Willis <jrw1011@gmail.com>

Tue, Mar 28, 2023 at 2:37 PM

To: "Jim W (via Google Docs)" <jrw1011@gmail.com>, godwinprop@aol.com

Cc: larrybutac@gmail.com, nelson.christina30@gmail.com

Hello Melanie,

I'm still awaiting a returned phone call from you Melanie. I have not received a returned phone call since the beginning of the lease, over 7 months ago.

It's clear the email was received despite no returned email, phone call nor text message. Your husband, Chris Rosales (Maintenance Supervisor), visited the unit at approximately 11am, without prior notice. The ongoing issues were discussed-pertaining to the unit, the overall building safety, property management communication, and follow through. A walk through was performed with Chris. As next steps, Chris assured us that the building surveillance would be attended to ASAP. He also said that all issues would be ameliorated in a timely manner along with active communication.

James Willis
jrw1011@gmail.com
3187894326

On Mar 27, 2023, at 1:22 PM, Jim W (via Google Docs) <jrw1011@gmail.com> wrote:

[Quoted text hidden]

<Incomplete Maintenance Issues.pdf>

000122



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

godwinprop@aol.com <godwinprop@aol.com>

Tue, Mar 28, 2023 at 2:58 PM

Reply-To: godwinprop@aol.com

To: "jrw1011@gmail.com" <jrw1011@gmail.com>

Cc: "larrybutac@gmail.com" <larrybutac@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>

James, you never requested a phone call from me. I've looked back on communication I've received and I have responded to all the messages that have come in. If not directly, I have forwarded them to Christina.

Regarding the cameras, Chris went out there to check the cameras and decided to knock on your door, in case you were home. He planned to tell me today if the cameras were in fact down and if they are back up. Once I knew I would've responded to you.

I'm sure Chris told you that we are locking the elevator and further covering the latch to get it open and will provide the mailman with a key to the laundry room for packages. We also are planning to move the mailboxes into the laundry as well.

As for the issues in your apartment, Chris and I will go over which are most important and begin to address them. We won't be doing any cosmetic work inside your apartment at this time, as we are stretched thin due to the rain right now, but we will address any functional or habitable issues.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

www.godwinproperties.net

[Quoted text hidden]

000123



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

Jim W <jrw1011@gmail.com>

Tue, Mar 28, 2023 at 6:07 PM

To: godwinprop@aol.com

Cc: larrybutac@gmail.com, nelson.christina30@gmail.com

Melanie, I am still awaiting a returned phone call. [3187894326](tel:3187894326)

Misspeaking about me, shifting things to Christina and lacking accountability is not very effective.

The phone records from August 2022 until now are attached below. I've called you 19 times and left 3 Voicemails/5 Attempted Voicemails (in **bold**) in over 7 months. Some of the voicemails may not have reached you because the box was sometimes full; however, I was able to leave 3 recorded voicemails. I'll also note and forward all the emails that I sent to you that got no response and the ones that you responded to, selectively, while not addressing everything mentioned to you. Even if you did forward emails to Christina, I did not receive a response for those nor any flow up. I asked Chris why you hadn't been responsive by phone, he stated that you don't do well with phone calls and that you prefer text and emails.

When Christina is unreachable and unresponsive, I reach out to you. Regardless of what Christina's duties/responsibilities are, our lease is with the landlord/property owner-Godwin Properties and your signature is on the lease; therefore, it is your duty and responsibility to respond to us as tenants. This unresponsive mood going on is a constant with other tenants in this building as well.

I was not aware that I could text the 218-585-3389 number until 03/15/2023. We communicated about the dog upstairs and the garage door. You stopped responding by text message on last Thursday 03/23/2023 when I inquired about the security cameras; photo attached below.

I am a member of the Oakland Tenants Union. Godwin Properties are in breach of the California implied warranty of habitability law and has been for over 7 months. May all the habitable things be fixed soon.

What's the update on the garage door? I asked for the use of garage "I" until you all take care of garage "J" . That door is extremely heavy to lift with the cable broken and it's not functional. It needs to be accessible daily. We pay to rent it, yet it is not functional. I requested that in the maintenance request online.

James Willis
3187894326
jrw1011@gmail.com

On Mar 28, 2023, at 2:58 PM, godwinprop@aol.com wrote:

[Quoted text hidden]

2 attachments

000124



IMG_5624.PNG
647K



Phone Log to (925) 294-5860 Godwin Properties.pdf
46K



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

godwinprop@aol.com <godwinprop@aol.com>

Wed, Mar 29, 2023 at 10:42 AM

To: "jrw1011@gmail.com" <jrw1011@gmail.com>

Cc: "larrybutac@gmail.com" <larrybutac@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>

James, I didn't misspeak about you. Some of those emails I never saw and forwarding them to Christina is precisely what we usually do, as she is the manager. If an email went into spam or was lost there is nothing I can do about it. We have had multiple vacancies listed and tons of calls, which is why my voicemail says to email me directly. You received a visit from Chris, representing our office, today, to address your issues, so lets just move forward.

The garage company told me they would reach out to you. If they haven't yet, we will call them back. Please let me know because the repair is still under warranty.

I already told you what we plan to do to address some of the theft going on and Christina and Chris will coordinate to address your unit. As I said we will focus on the functional and habitability issues first.

Can you pls tell me if you have heard the dog from 305. She said it was visiting and she removed it.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

Apartment Homes for Rent in Oakland, Castro Valley, CA

Apartment Homes for Rent in Oakland, Castro Valley, CA

Choose apartments for rent from cozy studios to penthouses with terrific views. We offer East Bay Area living spaces in Oakland & Castro Valley.

[Quoted text hidden]

000126



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

Jim W <jrw1011@gmail.com>

Wed, Mar 29, 2023 at 2:34 PM

To: "godwinprop@aol.com" <godwinprop@aol.com>

Cc: "larrybutac@gmail.com" <larrybutac@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>, godwinprop@aol.com, Melanie Rosales <c2ce820794f48fbd2dae71c17b829d2e868fd4aa6b7d5af8eaec569d8b5fc35a@godwinproperties.mailer.appfolio.us>

Melanie, your not returning calls is blatant at this point. You indeed misspoke about me when you said I never requested a call from you, when I requested a call from you multiple times and ways. Instead of apologizing, you continue to make excuses. You just misspoke in the email before this one, you said "You received a visit from Chris, representing our office, today,.. " Chris came by the unit yesterday, not today. You continue to create excuses each time factual information is provided. I called today and left a voicemail. How about you move forward, return phone calls or respond with tangible or complete solutions? There is indeed something you can do about the emails now because I re-sent them all to you.

The emails were re-sent to you; still no response from you on those, even the ones that you initially responded to. Christina responded saying she'd catch up to them.

Chris's visit was a waste of time. If he came to represent you, what he did could have been a phone call or an email. He didn't provide us with anymore information than what we were already aware of. I had already provided photos and information on what needed to be done. As he stated, he stopped by to see if there were cameras and wanted to talk to make sure we were ok. We pretty much went over all the issues. We even witnessed a guest of 305 attempting to use the elevator. He blamed everything on Christina and said that she was responsible for not following up and not completing the issues. He stated that you all had never had this issue with Christina before; meanwhile, other residents in this build have expressed Godwin Properties non-responsiveness. At least Chris had the courage to apologize about Godwin Properties' lack of responsibility and communication. I also sent a verbal request with him to have you call me.

No one at Godwin has said anything about getting me access to another garage until the one I'm assigned is functional again. No one has even offered to credit or reduce the rent fee for the garage since it's not functional but you all expect me to communicate with the garage company.

The garage company has not reached out to me at this time. Whenever, the garage company reaches out, I will redirect them to you all because there's nothing I can do. I did my part as the tenant and reported it to you all. It's not my job to be here or arrange a time for them to come fix it. That's on you all. You all should have a key. I was initially assigned garaged I on move-in day but Christina gave me the wrong key and just told me to go ahead and use garage J.

The document I sent over, in the initial email on 03/27, provides the time span of the dog situation in 305.

I've already met with some of the residents here. I'm well aware of how you all operate.

Melanie you might not ever return my call/voicemails; however, the City of Oakland will be reaching out to you.

Apologies should be in the form of corrected action, not just words. And the things that need to be completed can be done in-spite of the rain. Even the garage company came by last time in the rain.

James Willis
3187894326
jrw1011@gmail.com

[Quoted text hidden]

--

James Willis
jrw1011@gmail.com

000127



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

Jim W <jrw1011@gmail.com>

Wed, Mar 29, 2023 at 2:57 PM

To: Christina Nelson <nelson.christina30@gmail.com>

Cc: larrybutac@gmail.com, godwinprop@aol.com

Hi Christina,

Thanks for your response. Chris came over yesterday and blamed everything on you; however, I know who the real issue is and has always been Melanie. It's beyond clear at this point. Yes, Melanie I have you cc'd on this email. Although Godwin Properties lack of communication has been consistent since the beginning of this tenancy, Christina has been the most responsive out of anyone at Godwin.

No one at Godwin still hasn't said anything about getting me access to another garage until the one I'm assigned is functional again. No one has even offered to credit or reduce the rent fee for the garage since it's not functional but you all expect me to communicate with the garage company.

The garage company has not reached out to me at this time. Whenever the garage company reaches out, I will redirect them to you all because there's nothing I can do. I did my part as the tenant and reported it to you all. It's not my job to be here or arrange a time for them to come fix it. That's on you all. You all should have a key. I was initially assigned garage I on move-in day but Christina gave me the wrong key and just told me to go ahead and use garage J.

The lease agreement says garage "I" on page 2. And it says that "Any change in Tenant's parking space is to first be approved by the Owner in writing" I need a key to garage I asap.

James Willis
3187894326
jrw1011@gmail.com

[Quoted text hidden]

--

James Willis
jrw1011@gmail.com

000128



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

godwinprop@aol.com <godwinprop@aol.com>

Thu, Mar 30, 2023 at 5:12 PM

Reply-To: godwinprop@aol.com

To: "jrw1011@gmail.com" <jrw1011@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>

Cc: "larrybutac@gmail.com" <larrybutac@gmail.com>

James, Christina should be the one in most contact with you because that's her job. She holds the keys to the garages, she makes appts with the vendors. She is listed as your contact point on your lease, I knew nothing about the leftover items inside your apartment until a few days ago, except the garage and the dog complaint, which we have been texting about. I will take ownership and apologize for not responding to a few emails, although several were viewed and forwarded to be handled. I agree a response back to you was warranted. With Christina being busy and sick, she wasn't able to handle your issues and we did ask her if she needed any help with anything. I will say this is a communication breakdown on all sides, but our lease is pretty transparent as to how to submit maintenance requests and my outgoing VM does say to email me rather than leave a message.

Having said that, you are in contact with the most appropriate members of our staff. Once I became aware of your maintenance issues, I sent Chris directly to you. Chris is our maintenance supervisor and oversees all our maintenance. He went there to discuss with you and see the problems for himself and you imply it was a waste of time? Chris knows 100 times more about maintenance than I do and he was the exact right person to talk to you. Yes you sent us pictures, and we appreciate that, but sometimes we need to inspect before we schedule repairs, as pictures don't show the whole situation.

As for the garage, it made more sense to me to have them call you directly and arrange a convenient time to come and schedule the repair. We don't know your schedule and you knew more about what was done on their first attempt to fix the problem. We are not passing that off on you but merely trying to make it convenient. If you want to switch garages that is fine with us. I assumed your garage was working manually still, but Christina can get you the key for garage I.

If you want to blame me that is fine. I'll accept responsibility for the missing communication but our company is comprised of several responsible people, many of whom are better equipped to help you solve this problem than me. We'll credit your \$50 parking fee for April, as a garage credit, as well as a 3% rent reduction for April since you've had to deal with so many issues, so total off \$106.85, so just pay \$1838.15 for April rent. We will discuss your repairs and decide whether Christina or Chris will be taking the lead.

Having said all that, your emails to me are taunting and borderline harassing, implying I'm deliberately ignoring you, which is false. I have texted you multiple times recently and sent the most appropriate person to you once I became aware of your issues. I prefer to continue our conversations in writing from now on and will let you know the plan for your unit once we all talk.

Melanie Godwin-Rosales
Godwin Properties

000129

925/294-5860

Apartment Homes for Rent in Oakland, Castro Valley, CA

**Apartment Homes for Rent in Oakland,
Castro Valley, CA**

Choose apartments for rent from cozy studios to penthouses with
terrific views. We offer East Bay Area living spaces in Oakland
& Castro Valley.

-----Original Message-----

From: Jim W <jrw1011@gmail.com>

[Quoted text hidden]

000130



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

Jim W <jrw1011@gmail.com>

Fri, Mar 31, 2023 at 11:56 AM

To: godwinprop@aol.com

Cc: nelson.christina30@gmail.com, larrybutac@gmail.com

Melanie, I still haven't received the assigned key for garage I. I first requested the key when garage door J broke 42 days ago and I've asked about a solution several times. *Christina, what's the status of getting a key for garage I?*

Thanks for taking ownership for not responding to the older emails. I understand that you may forward them to Christina; I typically cc her on emails that I send you or send them afterwards. Whenever I've emailed you in the past, prior to 03/27/2023, I would connect with or attempt to connect with Christina multiple times.

Melaine, may I ask you to think about this-we would not be here at this point if everyone, including you, had done what they were supposed to do. The grace period for completing non-habitable repairs is 30 days; habitable issues are supposed to be corrected asap. It's been over 7 months, that's a total of 7 grace periods. It would have been compassionate to have seen the initial email from you lead with something like, "Thanks for reaching out by email. I apologize for this inconvenience and will look into all these matters soon. Thanks for your patience and continuing to pay your rent on-time." or something of that nature but instead you opened with "James, you never requested a call from me." And that was not true; even if you weren't aware that I requested a call by email, phone, Christina and Chris, it wasn't true. And instead of correcting that second email, it was defensive and you doubled down on not misspeaking about me when in fact you did.

On Thursday, October 27, 2022, 5 months ago, at 3:17pm, I texted Christina-"Hey, how are you? Does Godwin ever answer their phone or return messages?" Photo attached.

At 5:24pm, Christina responded, "No..what do you need? Maybe I can help" Photo attached.

Never have I ever rented from a landlord/property owner who I did not meet in person or speak with over the phone. I'm in no way saying that I desire to meet you in person; I just think that it's odd to rent from someone I've never even had a phone conversation with and now you will not return any of the calls made to you. I told Christina this back in October 2022, 5 months ago. Christina's response via text was, "All issues are handled the the managers unless it's an issue about the manager. I've agreed to stay on in a limited capacity. Kevin is taking over all maintenance. I am creating him schedule for next week to address all outstanding issues and will mark yours a priority." Photo attached.

Who is Kevin? Where is Kevin?

Christina has told me from September 2022 til February 2023, 5 months, that a schedule was being generated. After 30 days of no schedule, plans or actions, a phone call and email to you was warranted and done; neither was returned. There's no office info; just a post office box. You acknowledged not returning the few emails, 6 to be exact; but, you did not acknowledge not returning the phone calls and voice messages.

Regardless of what the lease says about who to contact, Christina being the manager and your voicemail saying to email you, that does not rule out a phone call or a returned call. If an elderly person was renting from you who doesn't know how to use email then a phone call would be the way to go. We know you don't like talking on the phone when dealing with the residential stuff, we get it, even Chris was transparent about it. Christina, Larry and I don't like talking over the phone about this either. Christina and I started sending voice memos to each other at one point. It's discomfoting to even have to type this email at this time. You say that you weren't aware of the other issues; however, Christina was aware and I emailed the both of you. Yes, you did text about the dog and the garage but you stopped responding when I inquired an update on the cameras.

Chris is the maintenance supervisor and your husband. He explicitly stated that he came over to check the cameras and make sure we were ok. Larry and I voluntarily showed him what needed to be done. He did not ask to inspect anything. He was apologetic and answered all our questions, yet nothing changed during his visit. It's interesting that this is the first time I've met or seen Chris. Never seen him or his vehicle at this property; maybe he's been here while I was not home. No one has ever referenced him here other than Christina. Yes, pictures may not show the whole situation; however, Christina was aware of what needed to be done so you all could have got with her and saved that trip he made over here. Chris's visit still didn't seem productive; everything that needs to be done, he said Christina could and would do it. He also mentioned that Christina has another job and that was taking up most of her time. He said that he'd wish he could give us something more definite about the issues but he needed to speak with you and Christina.

As for the garage, it makes no sense to have them call me directly and arrange a convenient time to come and schedule the repair. That is not my job as a tenant. Godwin Properties should have a backup key to provide to the vendor, as you said-that's Christina's job. My schedule has no dependence on whether or not the garage gets repaired. I already responded to the email Christina sent about the garage stuff. I told her what I knew and the technician names. Asking me to arrange a time with the garage people is an inconvenience for me. What would be convenient is for Christina to let me know when the key for the garage I will be ready and I'll come pick it up from her building myself. The garage door is too heavy for one person to lift with the cable off; I told Christina and Chris that I injured my arm last month trying to lift it alone. A garage door usually weighs about 130lbs; I'm not going to stress my body over the door when there's a more simple solution-the key to the original assigned garage I. I could lift 130lbs in a correct squat form, but lifting a garage door is bad form and can cause injury.

000131

So, you claim to accept responsibility for missing communication yet explicitly still decide each day not to return phone calls. Is your company really comprised of several responsible people, because look where we and other tenants are now? Who are the responsible people you speak of, because it's been over 7 months? The terms of the lease and state/local laws are not being honored.

Apology not accepted. Apologies come in the form of corrected actions and fair compensation. Thanks for crediting the account for the garage fee for the month of April (\$50) ; however, 3% (\$56.85) off the rent for dealing with issues for 7+ months isn't just. That \$106.85 credit only covers the garage door not being fully functional for a total of 64 days. Mind you, I had to use gloves twice a day for 22 days to open and close a garage door with fresh dripped feces water on it had to smell it everyday even with a face mask on. And cleaned it off myself because Christina didn't clean it completely.

Feces Leak on Garage Door-22 days

Broken Garage Door-42 days and counting until I get a key to Garage I

Total Days-64

\$50 a month garage fee divided by 30 days equals 1.66666667 times 64 days is \$106.67.

What makes my emails to you taunting and borderline harassing?

Taunting is defined as intending to provoke someone in an insulting or contemptuous manner.

What is it you think I'm trying to provoke you in an insulting or contemptuous manner?

Harassing is defined as the action of subjecting someone to aggressive pressure or intimidation.

What action is borderline subjecting you to aggressive pressure or intimidation?

I understand that most people are so used to others being indirect and phony that clear and direct communication sounds aggressive.

Melanie, you are deliberately ignoring my calls because you have not returned them and are aware that I've called. I specifically stated these things as reminders,

"I'm still awaiting a returned phone call from you Melanie. I have not received a returned phone call since the beginning of the lease, over 7 months ago."

"Melanie, I am still awaiting a returned phone call. [3187894326](tel:3187894326)"

"Melanie, your not returning calls is blatant at this point."

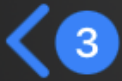
I did not imply that you're deliberately ignoring me. I clearly stated the above in quotes. And still to this day, you have not returned my calls, that is factual. And you have no plans to because you stated what you prefer. I preferred a phone call to alleviate all the emails but we're here now. I try to have conversations with people before things get to the level of documentation, allowing people a fair opportunity to be impeccable with their word.

James Willis

3187894326

jrw1011@gmail.com

12:03



Christina >

Thu, Oct 27 at 3:17 PM

Hey, how are you? Does Godwin ever answer their phone or return messages?

Thu, Oct 27 at 5:24 PM

No.. what do you need? Maybe I can help

We wanted to know what the hold up is with the rest of the things that need work in the

000133

12:03



Christina >

was never responded to. Larry and I would hope that we would have the opportunity to speak with the management company we are renting from, not just the property manager. It just seems odd that we are paying rent to a company we never had contact with beyond email or the property manager.

Fri, Oct 28 at 1:22 PM

12:03



Christina >

never had contact with beyond email or the property manager.

Fri, Oct 28 at 1:22 PM

All issues are handled the the managers unless it's an issue about the manager. I've agreed to stay on in a limited capacity. Kevin is taking over all maintenance. I am creating him a schedule for next week to address all outstanding issues and



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

James Ray Willis <jrw1011@gmail.com>

Mon, Apr 3, 2023 at 4:12 PM

To: godwinprop@aol.com

Cc: nelson.christina30@gmail.com, larrybutac@gmail.com

Melanie, the following things below are updated so far.

1. **Garage Door I**-Christina put on a new lock on the door and provided a key on Sunday, 04/02/2023.
2. **Garage Door J**-still not fixed. The door's cable is on the garage floor (photo attached). The 2 keys were returned to Christina on Sunday, 04/02/2023 (photo attached). R & S Garage Door has not returned to fix it. I hope everything works out with getting Garage J Door fixed.
3. **Garage Transfer from J to I**-Garage I had carpeting and wood inside the storage area (photo attached); it was placed inside the storage area in Garage J. Larry and I moved all of our belongings from Garage J to I. Garage J is empty (photo attached).
4. **Heating**-HVAC (Les & Frank) visited Monday, 04/03/2023. They did an assessment on the heaters only and said they would share details with property management and the owner. Nothing was cleaned nor fixed. They are awaiting instructions from you all.
5. **Pest Control**-they have not called nor visited our unit but there is a card hanger on the washroom door. (photo attached).
6. **Kitchen Breaker**-no changes.

000136





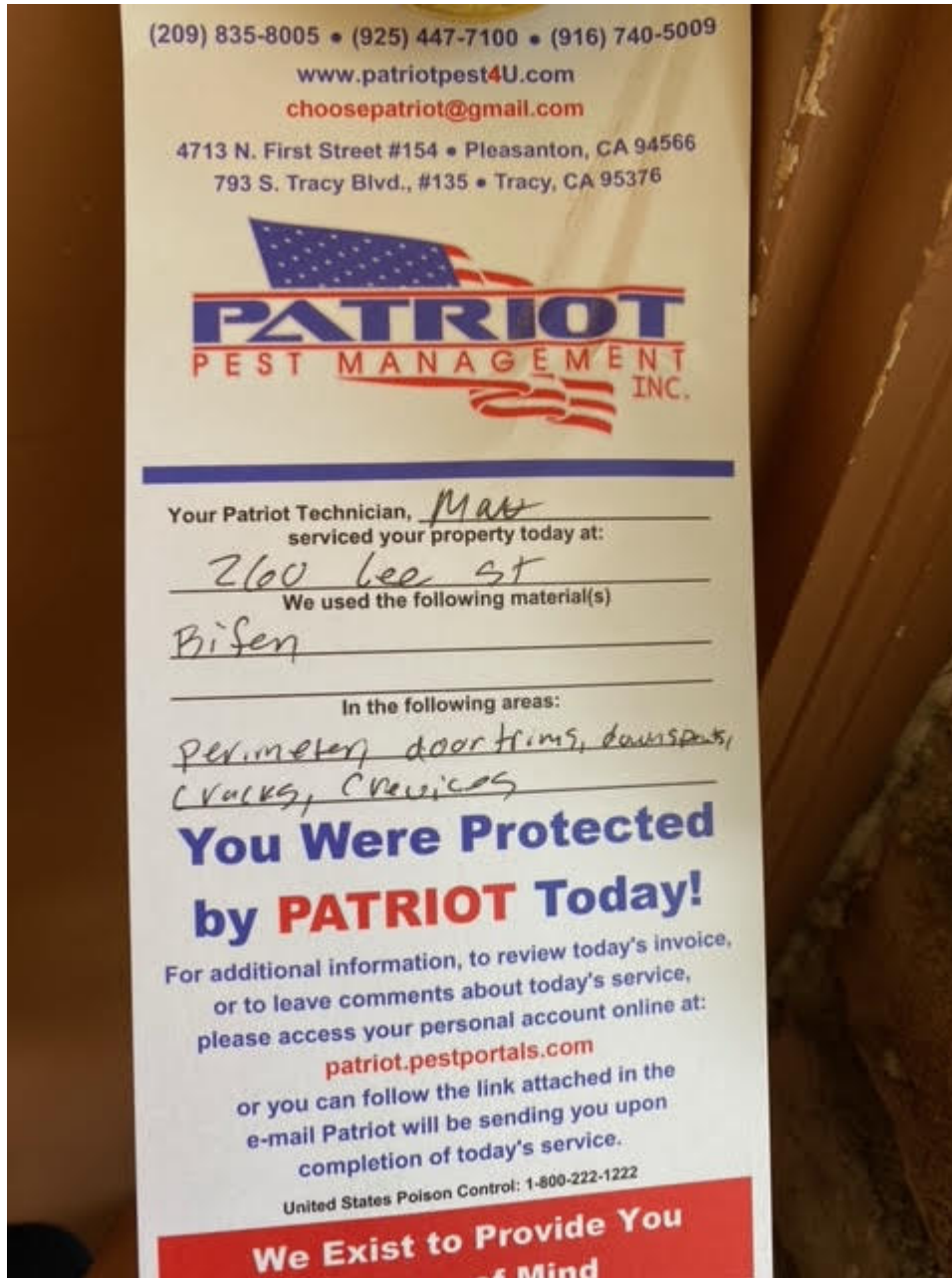


000139





000141



Best,
 James Willis
 3187894326
jrw1011@gmail.com

On Mar 31, 2023, at 11:57 AM, Jim W <jrw1011@gmail.com> wrote:

[Quoted text hidden]
 [Quoted text hidden]
 <image0.png>
 <image1.png>
 <image2.png>

[Quoted text hidden]

000142



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 05 / 26 / 2023 I served a copy of (check all that apply):

TENANT PETITION plus 131 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

NOTICE TO PROPERTY OWNER OF TENANT PETITION

Other: _____

by the following means (check one):

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

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

///

///

///

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales
Address	PO Box 2128
City, State, Zip	Livermore, CA 94551

Name	
Address	
City, State, Zip	

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

James Willis, Larry Butac

PRINTED NAME

James Willis *Larry John Butac Jr.*
Tenant 1 Signature Tenant 2 Signature

05/26/2023

DATE SIGNED

July 1, 2023

Godwin Properties
P.O. Box 2128
Livermore, CA 94551

The Property Owner Response to the Tenant Petition was received by mail June 29, 2023. As of July 1, 2023, the Property Owner Response has not been uploaded to the City of Oakland Rent Adjustment Program dashboard.

Larry Godwin is listed as the Property Owner in the Property Owner Response. Larry Godwin is not listed on the Lease. The Tenants have not had any contact with anyone at Godwin Properties with the name Larry Godwin.

The Property Owner Larry Godwin requested the mediation program through RAP on the Property Owner Response. The Lessor & General Manager Melanie Godwin-Rosales has not returned any of the Tenants phone calls since the beginning of the lease and has not sought out any means to mediate with the Tenants prior to the Property Owner's Response. The tenants followed up with Property Manager Christina Nelson about Godwin's lack of response to email and calls when she admitted that they do not return calls. See page 47 of the original petition attachment.

The uncompleted issues listed in the move-in inspection and the issues filed in the maintenance portal were not completed within 30 days. The uncompleted issues and some of the completed issues were not completed within 35 days after filing the petition.

The attachments to the Owner's response to the Tenant petition lacked the evidence, proof and documentation needed to support their claims of "In progress". The only evidence provided was the notice to enter the unit and some of the email thread for the bathroom mold remediation process.

The online maintenance portal is for issues that took place during the tenancy. The Tenants reported issues that happened during the tenancy. The issues that were present at the time of move-in and during the move-in inspection were not the responsibility of the Tenants to enter into the online portal; it was Godwin's responsibility to fix them, whether it be the property manager, maintenance supervisor or maintenance technician. After Management refused to resolve the issues after 7 months, that's when the Tenants entered the issues in the online portal. Even the maintenance issues that the Tenants entered during the tenancy, like the bathroom leak, weren't resolved until June 2023 (7.5 months later).

The Tenants requested submission of the initial move-in inspection to the Property Manager, Christina Nelson in August 2022. Property manager Christina Nelson made an oral agreement with the Tenants to finish all the work that wasn't completed before move in, to be completed within 30 days after moving in. Property Manager informed the Tenants not to use the online portal for the maintenance requests if they were already documented in the move-in inspection. That's why the move-in issues from August of 2022 were not entered into the maintenance portal until March 2023 because after 7 months of not completing the issues the Tenants needed to make sure it was on the portal although those issues happened before move in.

The Tenants followed up with Godwin Properties via several phone calls. Godwin Properties has not returned any calls as of 07/01/2023. The Tenants followed up with Godwin via email about the unresolved move in issues on 08/22/2022, 10/25/2022, 2/21/2023. See pages 27-28 of the original petition attachments. The Tenants made contact with Godwin Properties before the move-in issues were entered in the online maintenance portal.

All evidence of communication prior to May 26, 2023 was attached to the petition, except the inspection report. The inspection report was removed from the premises when problem # 13 was addressed. The Tenants have requested a copy of the move-in inspection on March 28, 2023 and June 29, 2023 during Maintenance Supervisor Chris Rosales' visits, and via email on June 30, 2023 to Lessor Melaine Godwin-Rosales.

Little progress has been made since the maintenance requests and the petition request has been filed; however, more than half of the issues are still uncompleted. Only 1 of completed issues received a decrease in rent for the delay. Godwin Properties has not provided any tangible plans nor schedules have been offered for the remaining repairs or issues.

The 260 Lee Street property does not have an on-site manager. The term "On-site" manager was used to refer to the new Maintenance Technician Brian Qualls in the supplemental document to the property owners response to the petition. Maintenance Technician Brian Qualls lives on the 266 Adams Street property; therefore, he is not the "On-site" manager for the property at 260 Lee Street. Godwin Properties stretches him between multiple properties.

Item #	Response
--------	----------

1.	<p>Brian's stopped working in the bathroom Monday, 06/26/2023.</p> <p>There's now a small leak under the bathroom sink. Maintenance Request #1267-1.</p> <p>Rent Credits for Bathroom Remediation/Work- 12 days (06/15-06/26) \$1945 rent divided by 30 days=\$64.83 \$64.83 a day times 12 days=\$777.96</p> <p>Rent Credits for Water Damage Treatment delayed repairs- \$1945 rent times 6%=\$116.70 \$116.70 times 7.5 months delay=\$875.25 \$777.96 plus \$875.25=\$1,653.21 \$1945 rent minus \$1,653.21=\$291.79</p> <p>Grand Total of Credits=\$1,653.21 granted on 06/28/2023 and 06/29/2023 by Lessor Melanie Godwin-Rosales. Rent deduction was honored due to delay.</p>
2.	<p>Completed.</p> <p>Heating was inspected during April 2023. Repairs inside the unit were completed on April 26, 2023. See pages 71-73 of the original petition attachments. The \$106.85 credit was not for the heat. Lessor Melanie Godwin-Rosales said in an email on Mar 30, 2023, 5:12 PM "as well as a 3% rent reduction for April since you've had to deal with so many issues, so total off \$106.85". She credited the Tenants as a whole, not for just the heat. Rent deduction is requested due to delay. See attachment for email.</p>
3.	<p>Uncompleted.</p> <p>Lesser Melanie Godwin Rosales was sent an update by the tenants on 06/22/2023. No one has come out to measure the broken window and/or replace the screens. The City of Oakland Code Inspector called and visited the unit to inspect the window again on 06/21/2023 and said Godwin Properties hadn't responded to their calls or mail. Rent deduction is requested due to delay.</p>
4.	<p>Uncompleted.</p> <p>Expansion gap refers to the gap between the flooring in the bathroom and the bathtub. There's rust and black colored mold within the expansion gap. It was suggested that the gap be covered. Spoke with Maintenance Supervisor Chris Rosales during the walk through visit on 03/28/2023. Rent deduction is requested due to delay.</p>
5.	<p>Completed.</p> <p>Tenants are still requesting a decrease in rent for the delay and reimbursement on the supplies used to resolve the issue.</p>
6.	<p>Uncompleted.</p> <p>The pest company arrived on April 3, 2023. They treated the following areas around the property: perimeter, door trims, downspouts, cracks, and crevices. We notified Godwin Properties on the same day. Please see the 132th page of the original petition attachments titled "Incomplete Maintenance Issues" from Mon, Apr 3, 2023 at 4:12 PM. We updated Lessor Melanie Godwin Rosales on 06/22/2023, again. Tenants are still requesting a decrease in rent for the delay and supplies used to temporarily add the issue.</p>
7.	<p>Uncompleted.</p> <p>Mailbox is still broken. An update was provided in the petition attachment. Status hasn't changed since the initial report. A USPS supervisor left a notice about the mailbox. See page 11 of the original petition attachment. It was also attached to maintenance request #1231-1 on May 11, 2023 in addition to maintenance request #1192-1 on March 27, 2023. Lessor Melanie Godwin Rosales mentioned, in several emails starting with one dated Tue, Mar 28, 2023 at 2:58 PM, plans to order mailboxes and install inside them the laundry room. No progress or action has been taken. Rent deduction is requested due to delay.</p>
8.	<p>Completed.</p> <p>It was resolved on April 2, 2023. Rent deduction is requested due to delay.</p>
9.	<p>Uncompleted.</p> <p>An update was provided in the petition attachment. Status hasn't changed since the initial report. Lessor Melanie Godwin-Rosales has not requested an update from the tenants since the petition was filed</p>

	05/26/2023. As of 07/01/2023, no notice, plans or arrangements have been made with the Tenants. Rent deduction is requested due to delay.
10.	Uncompleted. An update was provided in the petition attachment. Status hasn't changed since the initial report. Lessor Melanie Godwin-Rosales has not requested an update from the tenants since the petition was filed 05/26/2023. As of 07/01/2023, no notice, plans or arrangements have been made with the Tenants. Rent deduction is requested due to delay.
11.	Uncompleted. As of 07/01/2023, a few things were spontaneously done during the mold remediation from problem #1 between 6/15 and 6/26; however, everything wasn't completed. As of 07/01/2023, no notice, plans or arrangements have been made with the Tenants. Rent deduction is requested due to delay.
12.	Uncompleted. An update was provided in the petition attachment. Status hasn't changed since the initial report. Lessor Melanie Godwin-Rosales has not requested an update from the tenants since the petition was filed 05/26/2023. As of 07/01/2023, no notice, plans or arrangements have been made with the Tenants. Rent deduction is requested due to delay.
13.	Uncompleted. An update was provided in the petition attachment. Status hasn't changed since the initial report. Lessor Melanie Godwin-Rosales has not requested an update from the tenants since the petition was filed 05/26/2023. As of 07/01/2023, no notice, plans or arrangements have been made with the Tenants. Tenants are still requesting a decrease in rent for the delay. Please refer to pg. 14 of the petition for status update. Rent deduction is requested due to delay.
14.	Uncompleted. Lessor Melanie Godwin-Rosales didn't provide an update in their response to the petition. However they did respond within an email dated June 28, 2023 after another security incident took place. It was addressed via email on 06/28/2023. See attachment for email. Maintenance Supervisor Chris Rosales is supposed to be in contact with the security camera company to schedule a visit to the property. The tenants were initially told the company would visit the property in March 2023. Rent deduction is requested due to delay.
15.	Uncompleted. The elevator doors need new locks and installed latch guards. On June 29, 2023 at 3:10 PM, the tenants met with Chris Rosales, the maintenance supervisor, and Brian Qualls, a maintenance worker, and they confirmed that the elevator door lock on the ground floor is still not fixed.
16.	Completed. It was resolved on October 3, 2022. Rent deduction is requested due to delay.
17.	Completed. Rent deduction is requested due to delay.
18.	Addressed. See attachments for emails. Rent deduction is requested due to delay.
19.	Addressed. See pages 7-10 of the original petition attachment. Rent deduction is requested due to delay.

Respectfully,

James Willis, Larry Butac
Tenants

000147



Jim W <jrw1011@gmail.com>

Incomplete Maintenance Issues

godwinprop@aol.com <godwinprop@aol.com>

Thu, Mar 30, 2023 at 5:12 PM

Reply-To: godwinprop@aol.com

To: "jrw1011@gmail.com" <jrw1011@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>

Cc: "larrybutac@gmail.com" <larrybutac@gmail.com>

James, Christina should be the one in most contact with you because that's her job. She holds the keys to the garages, she makes appts with the vendors. She is listed as your contact point on your lease, I knew nothing about the leftover items inside your apartment until a few days ago, except the garage and the dog complaint, which we have been texting about. I will take ownership and apologize for not responding to a few emails, although several were viewed and forwarded to be handled. I agree a response back to you was warranted. With Christina being busy and sick, she wasn't able to handle your issues and we did ask her if she needed any help with anything. I will say this is a communication breakdown on all sides, but our lease is pretty transparent as to how to submit maintenance requests and my outgoing VM does say to email me rather than leave a message.

Having said that, you are in contact with the most appropriate members of our staff. Once I became aware of your maintenance issues, I sent Chris directly to you. Chris is our maintenance supervisor and oversees all our maintenance. He went there to discuss with you and see the problems for himself and you imply it was a waste of time? Chris knows 100 times more about maintenance than I do and he was the exact right person to talk to you. Yes you sent us pictures, and we appreciate that, but sometimes we need to inspect before we schedule repairs, as pictures don't show the whole situation.

As for the garage, it made more sense to me to have them call you directly and arrange a convenient time to come and schedule the repair. We don't know your schedule and you knew more about what was done on their first attempt to fix the problem. We are not passing that off on you but merely trying to make it convenient. If you want to switch garages that is fine with us. I assumed your garage was working manually still, but Christina can get you the key for garage I.

If you want to blame me that is fine. I'll accept responsibility for the missing communication but our company is comprised of several responsible people, many of whom are better equipped to help you solve this problem than me. We'll credit your \$50 parking fee for April, as a garage credit, as well as a 3% rent reduction for April since you've had to deal with so many issues, so total off \$106.85, so just pay \$1838.15 for April rent. We will discuss your repairs and decide whether Christina or Chris will be taking the lead.

Having said all that, your emails to me are taunting and borderline harassing, implying I'm deliberately ignoring you, which is false. I have texted you multiple times recently and sent the most appropriate person to you once I became aware of your issues. I prefer to continue our conversations in writing from now on and will let you know the plan for your unit once we all talk.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

[Apartment Homes for Rent in Oakland, Castro Valley, CA](#)

000148

Apartment Homes for Rent in Oakland, Castro Valley, CA

Choose apartments for rent from cozy studios to penthouses with terrific views. We offer East Bay Area living spaces in Oakland & Castro Valley.

-----Original Message-----

From: Jim W <jrw1011@gmail.com>

[Quoted text hidden]

000149



Jim W <jrw1011@gmail.com>

Trespassing

godwinprop@aol.com <godwinprop@aol.com>

Wed, Jun 28, 2023 at 12:55 PM

Reply-To: godwinprop@aol.com

To: "blair.auguste@gmail.com" <blair.auguste@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>, "jrw1011@gmail.com" <jrw1011@gmail.com>, "quallsbrian@gmail.com" <quallsbrian@gmail.com>

Thanks Blair, I'm very sorry that happened. We've always seen an uptick in crime during the summer months, but you did the right thing in calling the cops. We would never ask our managers to confront anyone either, so it's best to call the authorities. There's not much we can do except try to make the mail and elevator as secure as possible.

We recently locked the elevator and are planning to move the mailboxes inside the laundry room. I've spoken with Chris and he will order the mailbox today. We have tried to reach out to Reed Brothers to come and fix the cameras and will try again and ask for an expedited appt. Cameras don't really deter anyone however, which has been our experience, but do give us something to hand over to the police. Over the years we have enclosed the side walkway to deter homeless traffic. I will also talk to Amazon about a storage box for packages. We've been thinking of doing that for awhile, but we've never wanted to hand over keys to anyone other than staff and tenants, which is why we haven't moved forward yet.

Please expect some of these things to get done as soon as we have bandwidth and finances to do so.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

www.godwinproperties.net

[Quoted text hidden]

000150

Cc: Chris Rosales <cjrosales2112@gmail.com>, Christina Nelson <nelson.christina30@gmail.com>, Brian Qualls <quallsbrian11@gmail.com>, Larry Butac <larrybutac@gmail.com>, Blair Auguste <blair.auguste@gmail.com>
Bcc: brittany@bettsonline.com, kjcarmouche1027 <kjcarmouche1027@gmail.com>, Nadia Mashni <nmashni@gmail.com>, Kai Walker <walkerka1@yahoo.com>

Hi Melanie,

The subject that was at unit 305's door was involved in the vehicular crime that occurred and the cops were looking for him. Oakland Police report #23-032771. If the cameras are working, there should be a view of the subject fleeing the scene and entering the property.

[Quoted text hidden]

--

James Willis
jrw1011@gmail.com

Jim W <jrw1011@gmail.com>

Wed, Jun 28, 2023 at 6:02 AM

To: Godwin Properties <godwinprop@aol.com>

Cc: Chris Rosales <cjrosales2112@gmail.com>, Christina Nelson <nelson.christina30@gmail.com>, Brian Qualls <quallsbrian11@gmail.com>, Larry Butac <larrybutac@gmail.com>, Blair Auguste <blair.auguste@gmail.com>

*typo-Unit 302 not 305. The subject was running from the police trying to get into the elevator then tried to get into unit 302. Then eventually laid down on the ground to hide.

[Quoted text hidden]

--

James Willis
jrw1011@gmail.com

godwinprop@aol.com <godwinprop@aol.com>

Wed, Jun 28, 2023 at 12:59 PM

Reply-To: godwinprop@aol.com

To: "jrw1011@gmail.com" <jrw1011@gmail.com>

Cc: "cjrosales2112@gmail.com" <cjrosales2112@gmail.com>, "nelson.christina30@gmail.com" <nelson.christina30@gmail.com>, "quallsbrian11@gmail.com" <quallsbrian11@gmail.com>, "larrybutac@gmail.com" <larrybutac@gmail.com>, "blair.auguste@gmail.com" <blair.auguste@gmail.com>

Thanks James, I just read Blaire's account. Chris said he hasn't been able to reach the camera company. We have another bldg in San Leandro that needs repair as well. He'll try again today. The best thing to do is call the cops. We would never ask our manager

000151

or tenant to confront anyone or take this on themselves. When we know about the camera appt I'll let you know.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

www.godwinproperties.net

[Quoted text hidden]

Jim W <jrw1011@gmail.com>

Wed, Jun 28, 2023 at 9:07 PM

To: godwinprop@aol.com

Cc: Larry Butac <larrybutac@gmail.com>, Blair Auguste <blair.auguste@gmail.com>

Hi Melanie,

Thanks for your response.

I called the police when Blair called me. I didn't approach the subject. I approached the police that were already on the street while on the phone with the dispatcher and Blair.

Thanks for the camera system update.

Best,

James Willis

jrw1011@gmail.com

On Jun 28, 2023, at 12:59 PM, godwinprop@aol.com wrote:

[Quoted text hidden]

godwinprop@aol.com <godwinprop@aol.com>

Thu, Jun 29, 2023 at 3:41 PM

To: Jim W <jrw1011@gmail.com>

Cc: Larry Butac <larrybutac@gmail.com>, Blair Auguste <blair.auguste@gmail.com>

You're welcome. We hope to have a further update today. Chris planned to walk into their office and try and get an appt.

Melanie Godwin-Rosales

Godwin Properties

925/294-5860

www.godwinproperties.net

[Quoted text hidden]

000152

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed Loss?
1.	Bathroom Wall Leak	10/28/2022	10/28/2022	06/26/2023	\$1,699
2.	Inadequate Heating	08/26/2022	08/26/2022	04/26/2023	\$4,903
3.	Broken Living Room Window, No Screens	08/26/2022	08/26/2022		\$1,349
4.	Mold in Expansion Gap	08/26/2022	08/26/2022		\$1,349
5.	Garage Pipe Leak and Feces Leakage on Garage Door	11/14/2022	11/14/2022	12/06/2022	\$234
6.	Baby Pest Issue	02/09/2023	02/09/2023	07/21/2023	\$631
7.	Broken Mailbox	08/26/2022	08/26/2022		\$110
8.	Incorrect Garage Assignment	08/26/2022	08/26/2022	04/02/2023	\$22
9.	Unfinished Work-Kitchen/Dining Area	08/26/2022	08/26/2022		\$608
10.	Unfinished Work-Living Room	08/26/2022	08/26/2022		\$1,026
11.	Unfinished Work-Bathroom	08/26/2022	08/26/2022		\$182
12.	Unfinished Work-Bedroom	08/26/2022	08/26/2022		\$572
13.	Kitchen Breaker for Microwave Outlet and Hoodfan	08/26/2022	08/26/2022	10/03/2022	\$1
14.	Security Cameras Malfunctioning	11/23/2022	11/26/2022	07/10/2023	\$21
15.	Elevator Break-ins, Sleeping, Smoking, Urination and Defecation	02/15/23	02/15/23		\$1
16.	Bedroom Walk in Closet Light Fixture	08/26/2022	08/26/2022	10/03/2022	\$81

17.	Broken Garage Door J	02/16/2023	02/17/2023	04/02/2023	\$42
18.	Upstairs Domestic Violence Disturbance (Unit 305)	08/26/2022	09/08/2022	05/21/2023	\$168
19.	Upstairs Pet Disturbance (Unit 305)	03/15/2023	03/15/2023	03/25/2023	\$458

James Willis, Larry Butac
 260 Lee Street, Apt 205
 Oakland, CA 94610
 318-789-4326, 559-920-5791
jrw1011@gmail.com, larrybutac@gmail.com

August 13, 2023

Lease Dates: 08/26/2022-08/25/2023 (1 year)

To: Melanie Godwin-Rosales, General Manager of Godwin Properties
 PO Box 2128
 Livermore, CA 94551
 925-294-5860
godwinprop@aol.com
www.godwinproperties.net

Subject: Petition Attachments Updates.

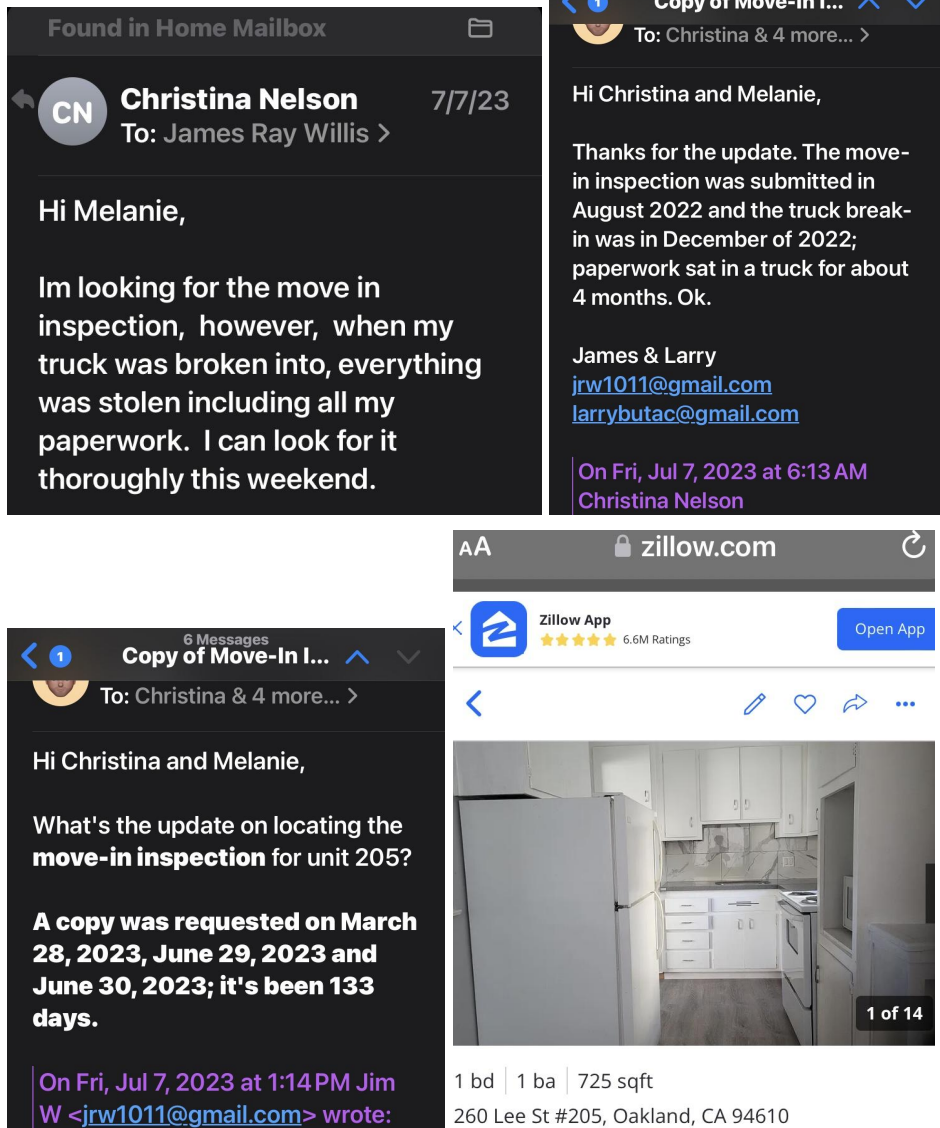
-Issues

- a. Complete: 11 (8 before the petition was filed; 1 within 35 days after petition; 2 past the 35 days after petition.
- b. **Incomplete: 8**
 - i. **# 3 is in violation with the city code.**
- c. Total: 19.

-Requested copy of move-inspection; Godwin Properties has not been able to provide one.

-General Manager Melanie Godwin-Rosales still has not returned the Tenants phone calls.

-General Manager Melanie Godwin-Rosales issued partial credits for a few of the issues.



1. **PROBLEM: Bathroom Ceiling Leak**

DATE(S): 10/28/2022, 06/26/2023

LENGTH OF TIME: 7.92 months/241 days

STATUS: Complete.

UPDATE(S): The methane odor and plumber's recommendations urged them to repair it. A mold remediation took place from 06/15-26/2023 (12 days). Rent Credits for

MAINTENANCE TICKET(S)#: 1075-1; Attached photo to online maintenance portal.

Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE: \$1,699.

Bathroom Remediation/Work-

12 days (06/15-06/26)

\$1945 rent divided by 30 days=\$64.83

$\$64.83 \text{ a day times } 12 \text{ days} = \777.96
 Rent Credits for Water Damage Treatment delay-
 $\$1945 \text{ rent times } 6\% = \116.70
 $\$116.70 \text{ times } 7.5 \text{ months delay} = \875.25
 $\$777.96 \text{ plus } \$875.25 = \$1,653.21$
 $\$1945 \text{ rent minus } \$1,653.21 = \$291.79$

Grand Total of Credits = \$1,653.21

Total Temporary Relocation Expenses = \$1,554
 Interest rate - 6% times \$1,554 equals \$93.24
 06/26/2023-08/13/2023 equals 48 days/1.58 months
 1.58 months times \$93.24 equals \$145.32
 Amount owed - \$1,554 plus \$145.32 equals \$1,699.32

SUPPORTING EVIDENCE:

Expense Report-

https://docs.google.com/spreadsheets/d/e/2PACX-1vTdGLzAeXfPr1Lb0yn_IHK1bz-xU1h-6pFRqyx5HZ406-BhRDpEyJAF-rZ6K6dy3CrAKo97NB1stX77/pubhtml

Expense Report Attachments (Receipts)-

https://docs.google.com/document/d/e/2PACX-1vSen4eMw1KbUL1qGj5ERq48vhxlqX5XYJVorML6relxvXLCryGiebl3vieps5EZqLH6PveE0JC_W9QP/pub

2. PROBLEM: Inadequate Heating

DATE(S): 08/26/2022, 04/26/2023

LENGTH OF TIME: 8.1 months/243 days

STATUS: Complete.

UPDATE(S): Neglected for 8 months. Inconvenience of not being able to close the door in the bedroom at night. Purchased 3 heaters. 3 peak hours and 13 off peak hours (16 hours); heat not in use during 8 hours work day. Peak hours M-F 5-8pm; Off Peak Hours 8:01pm-4:59pm. Once fixed, the gas heater in the living room does not heat the entire apartment efficiently.

MAINTENANCE TICKET(S)#: 1205-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Photos attached to the online portal and included below.

ESTIMATE(S): \$4,903.

1300 Watts and 2-1500 Watts

Peak hours-3 and Off Peak hours-13; 16 hours total

Residential Pricing Plan March 1st-April 26th 2023 (56 days)

41 days Peak time (123 hours) and 56 days Off Peak time (728 hours)

Peak \$0.27/kWh and Off Peak \$0.24/kWh

[For 1300 Watts heater] Peak usage 3.9 kWh, \$1.05 per day times 41 days equals \$43.05; Off Peak usage 16.9 kWh, \$4.06 per day times 56 days equals \$227.36. Total \$270.41

[For 2-1500 Watts heaters] Peak usage 4.5 kWh, \$1.22 per day times 41 days equals \$50.02 times 2 equals \$100.04, Off Peak usage 19.5 kWh, \$4.68 per day times 56 days equals \$262.08 times 2 equals \$524.16. \$574.18

Residential Pricing Plan October 1st 2022-February 28th 2023 (150 days)

107 days Peak time (321 hours) and 150 days Off Peak time (1,950 hours)

Peak \$0.25/kWh and Off Peak \$0.23/kWh

[For 1300 Watts heater] Peak usage 3.9 kWh, \$0.98 per day times 107 days equals \$166.60;

Off Peak usage 16.9 kWh, \$3.89 per day times 150 days equals \$583.50. Total \$750.10

[For 2-1500 Watts heaters] Peak usage 4.5 kWh, \$1.13 per day times 107 days equals \$120.91

times 2 equals \$241.82, Off Peak usage 19.5 kWh, \$4.49 per day times 150 days equals

\$673.50 times 2 equals \$1347. Total \$1,588.82

Residential Pricing Plan August 2022-September 30th 2022 (35 days)

26 days Peak time (78 hours) and 35 days Off Peak time (455 hours)

Peak \$0.31/kWh and Off Peak \$0.22/kWh

[For 1300 Watts heater] Peak usage 3.9 kWh, \$1.21 per day times 26 days equals \$31.46; Off

peak usage 16.9 kWh \$3.72 per day times 35 days equals \$130.20. Total \$161.66

[For 2-1500 Watts heater] Peak usage 4.5 kWh, \$1.40 per day times 26 days equals \$36.40

times 2 equals \$72.80; Off Peak usage 19.5 kWh, \$4.29 per day times 35 days equals \$154.44

times 2 equals \$308.88. Total \$381.68

Source: PG&E

[https://www.pge.com/en_US/residential/rate-plans/rate-plan-options/time-of-use-base-plan/time-of-use-plan.page#:~:text=Time%2Dof%2DUse%2D\(Peak%2D](https://www.pge.com/en_US/residential/rate-plans/rate-plan-options/time-of-use-base-plan/time-of-use-plan.page#:~:text=Time%2Dof%2DUse%2D(Peak%2D)

Pricing%205%20%2D%208%20p.m.,on%20weekends%20and%20most%20holidays.

https://www.pge.com/pge_global/common/pdfs/rate-plans/how-rates-work/Residential-Rates-Plan-Pricing.pdf

<https://www.calculator.net/electricity-calculator.html>

Maximum Energy Use from all 3 electric heaters: \$3,727.

Cost of 3 heaters-Four Seasons \$75.40 and 2 Mainstays \$155.72 equals \$231.12.

\$1945 times 6% equals \$116.70.

\$116.70 times 8.1 months equals \$945.27.

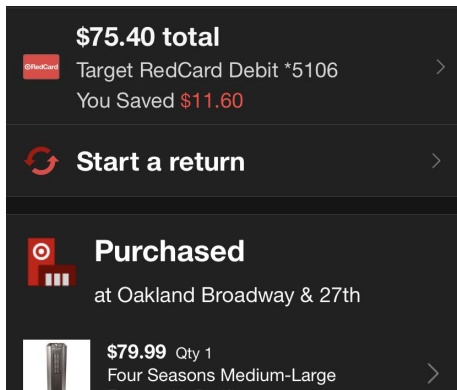
Total \$3, 727 plus \$231 plus \$945 equals \$4,903.



SUPPORTING EVIDENCE:



Item	Qty	Total
<u>Mainstays 1500W Electric</u>	2	\$129.72
<u>Infrared Cabinet</u>		
<u>Heater,Indoor,Black,</u>		
<u>DF1911</u>		
\$64.86		



Walmart Protection Plan Delivery

Item	Qty	Total
<u>2-Year Protection Plan For</u>	1	\$7.00
<u>Hardware \$60-\$79.99</u>		
\$7.00		
<u>2-Year Protection Plan For</u>	1	\$7.00
<u>Hardware \$60-\$79.99</u>		
\$7.00		

Order summary

Order subtotal:	\$143.72
Careplan & Services:	\$14.00
Walmart shipping	FREE
Total tax	\$12.00
Order total	\$155.72

Billing information

Billing address	Payment method(s)
James Willis	Gift Card ending in 9861

3. PROBLEM: **Broken Window/No Screens**

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56 months/352 days

STATUS: Incomplete.

UPDATE(S): General Manager, Melanie Godwin-Rosales has only credited the tenants for the window covers, screen fasteners and mileage. The tenants purchased 3 custom polycarbonate panes specific to the dimensions of the windows that also assist with properly ventilating the unit. In addition, the tenants purchased 2 packs of screen fasteners.

MAINTENANCE TICKET(S) #: It's connected to tickets 1196-1, 1197-1 and 1199-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales.

ESTIMATE(S): \$1,349.

\$348.40 (3 covers for the windows without screens)

\$7.92 2 (packs of screen fasteners)

\$1.64 (\$0.585 cent per mile* x (round trip from unit to Ace Hardware in Piedmont, CA 2.8 miles))

\$11.70 (\$0.585 cent per mile* x (round trip from unit to TAP Plastics in El Cerrito, CA 20 miles))


\$1945 times 6% interest equals \$116.70

\$116.70 times 11.56 months equals \$1,349.05

\$348.40 plus 7.92 plus \$1.64 plus \$11.70 plus \$1,349.05 equals \$1,718.71

\$1,718.71 minus the \$369.66 credits equals \$1,349.05

SUPPORTING EVIDENCE:

 CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031
 Planning & Building Department (510) 238-6402
 Bureau of Building FAX:(510) 238-2959
 Building Permits, Inspections and Code Enforcement Services TDD:(510) 238-3254
 inspectioncounter@oaklandnet.com

Request for Service: Tenant Complaint

Property Address: 260 Lee St Unit No. 205 Inspection Date: 5/10/23
 Complaint No. 2302143 Inspector: T. Platt Phone No. (570) 238-7124
 Complainant's Name: James Willis Phone No. (918) 787-4326
 Owner/Manager: Melanie Godwin Phone No. (925) 394-5862

INSPECTION:

PROPERTY MAINTENANCE:

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

BUILDING MAINTENANCE:

Electrical: _____
 Plumbing: _____
 Plumbing leak: _____
 Clogged sink/toilet: _____
 Building sewer blockage: _____
 Lack of/defective heating system: _____
 Mechanical: _____
 Wall/ceiling/floor defects: _____
 Others: _____
 Others: _____
 Others: _____
 Surface mold present on _____
 See brochure for remediation guidelines. (Description required, e.g. bedroom wall under window, tub ceiling)

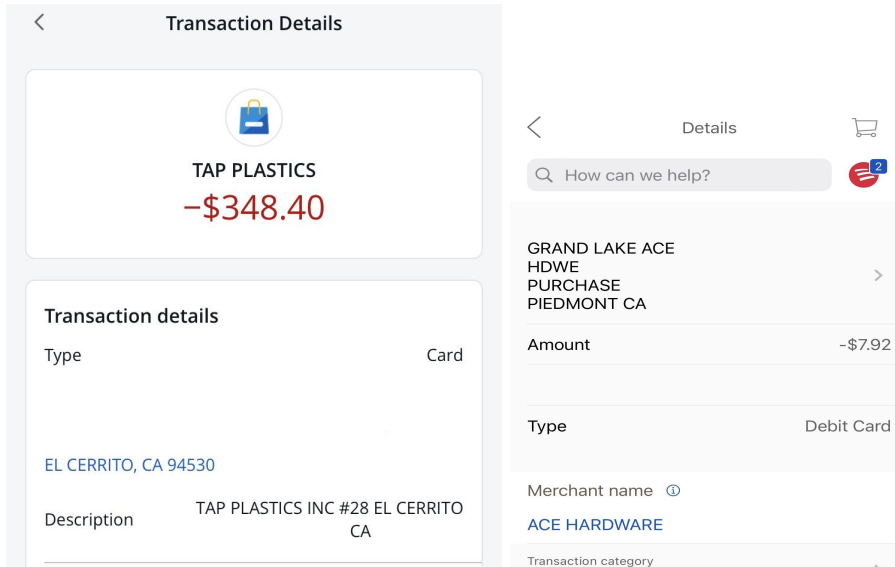
Window defects: Don't close properly
 Lack of window egress: _____
 Lacks of light/ventilation: _____
 Mice/rodents/roaches: _____
 Roof leaking/damaged: _____
 Doors/locks: _____
 Stairs/decks/railing: _____
 Exterior walls/windows/trim: _____
 Blocked exits: _____
 No resident manager (required 16 units or more)
 Unpermitted work: _____
 Unpermitted work: _____
 Undocumented residential unit: _____
 Missing/Inoperative smoke/carbon monoxide detectors: _____

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 of Violation 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: James Willis Date: 5/10/2023

Request for Service: Tenant Complaint form (revised 5/2016)



4. **PROBLEM: Mold in Bathroom/Expansion Gap**

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56 months/352 days

STATUS: Incomplete.

UPDATE(S): Scheduled to complete in August 2023. There's rust and black colored mold in the expansion gap between the wood floor and tub. Due to lack of proper waterproofing for the expansion gap and the floor not being in good repair. This was preventable as it was addressed during the inspection. Installing a vinyl plank or transition strip would have prevented this. The bathroom doesn't have a window so when showering/bathing, the tenants use the bathroom fan and leave the door open as agreed in the lease. One of the tenants is allergic to mold. The expansion gap was mentioned in the move-in inspection.

MAINTENANCE TICKET(S)#: 1200-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Attached photos to online maintenance portal.

ESTIMATE(S): \$1,349.

\$1945 times 6% is \$116.70

\$116.70 times 11.56 months is \$1,349.05

SUPPORTING EVIDENCE:



5. PROBLEM: Garage Pipe Leak and Feces Leakage on Garage Door

DATE(S): 11/14/2022-12/06/2022

LENGTH OF TIME: 22 days

STATUS: Complete.

UPDATE(S): Plumbing company came and fixed the leak; however, Property Manager, Christina Nelson didn't properly clean the feces leakage off the entire garage door. Tenant, James Willis, sent photos afterwards. Because the feces water dried up, it could not be cleaned with wet wipes. Tenant James purchased a water hose, washed and cleaned the garage door himself. The water hose on the premises that belongs to the property did not reach far enough to clean the garage door. Tenant James had to open and close a garage for 22 days with feces water on it and smelly. Neglected for 22 days; the tenant cleaned it up.

MAINTENANCE TICKET(S) #: N/A; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$234.

Garage \$50 a month divided 30 days is \$1.66 per day. 22 days times \$1.66 is \$36.67.

Water hose \$19.99

Cleaning cost \$62.34

6% of \$50 equals 3

\$3 times 11.56 months is \$34.68

\$199 plus \$34.68 equals \$233.68


SUPPORTING EVIDENCE:



Shipment 1 of 2

FREE Prime Delivery

Delivered

	Ovareo Garden Hose, Flexible and Expandable Garden Hoses, Heavy Duty...	\$19.99
	Qty: 1	
	Sold By: LightHose	

6. PROBLEM: Baby Pest Issue

DATE(S): 02/09/2023-07/21/2023

LENGTH OF TIME: 5.32 months/162 days

STATUS: Complete.

UPDATE(S): Patriot Pest Management sprayed and laid traps inside of the unit on 07/21/2023.

MAINTENANCE TICKET(S) #: 1156-1; Photos attached. Attached photos to online maintenance portal. Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$631.

Door insulation-\$9.90.

\$1945 rent times 6% interest rate equals \$116.70.

\$116.70 interest times 5.32 months equals \$620.84.

\$620.84 plus \$9.90 door insulation equals \$630.74.

SUPPORTING EVIDENCE:



Order # 115-192/561-/168216
 Order total \$9.90 (1 item)

Shipment details

FREE Prime Delivery

Delivered

Delivery Estimate

Thursday, May 18, 2023 by 10pm



HomeProtect Door Draft Stopper 36 Inch - Adjustable Under Door Draft... \$8.98

Qty: 1
 Sold By: wmwmm

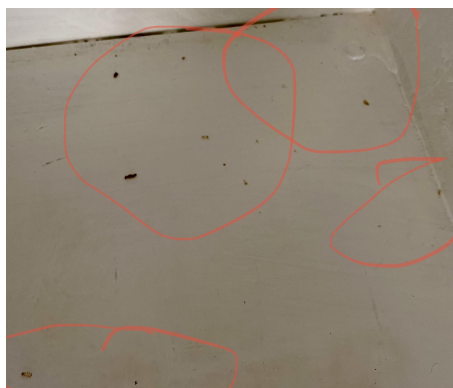
Payment information

Payment Method

Visa ending in 9118

Billing Address

260 LEE ST APT 205
 OAKLAND, CA 94610-4211



7.PROBLEM: Broken Mailbox

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56months/352 days

STATUS: Incomplete.

UPDATE(S): There's a repeat theft subject that continuously steals mail and packages from residents at this property. Packages and mail are still being stolen. A report was filed with USPS. The mailbox key hole is not secure; it doesn't always lock and any key can open it if you rig it well enough. A USPS Supervisor left a notice for management on 05/11/2023. The notice was uploaded to the management portal system and sent to the Owner/Landlord's email; they acknowledge receipt of it. The online management portal says the request has been completed; The mailboxes have not been fixed or replaced. Multiple mailboxes (8 out of 15) are broken into and haven't been replaced. Residents have been victims of identity theft as well. The Tenants mailbox is not secured; repeatedly broken into. Unreliable lock.

MAINTENANCE TICKET(S) #: #1192-1, #1231-1, #1288-1; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$110.

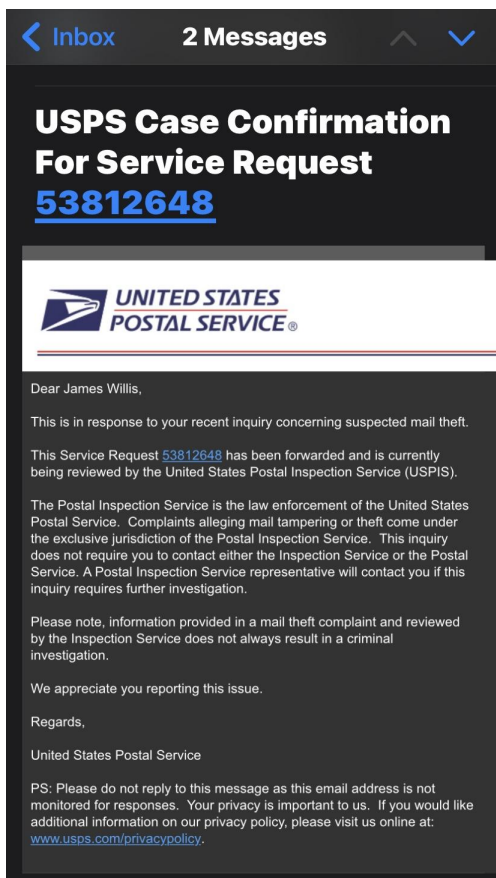
PO Box costs \$4.50 a month times 12 months equals \$54. Source:

<https://www.usps.com/manage/po-boxes.html>

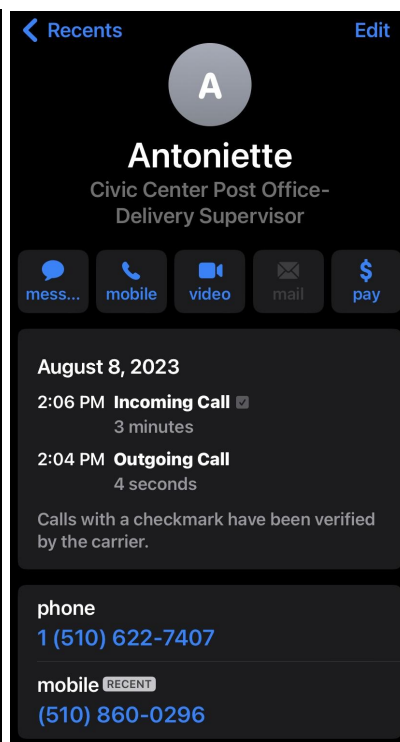
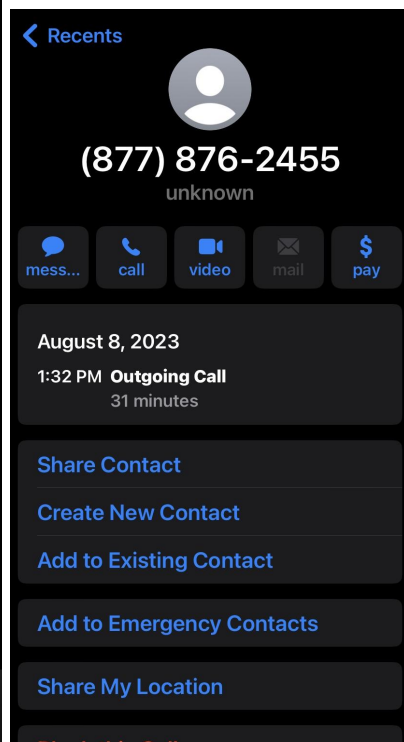
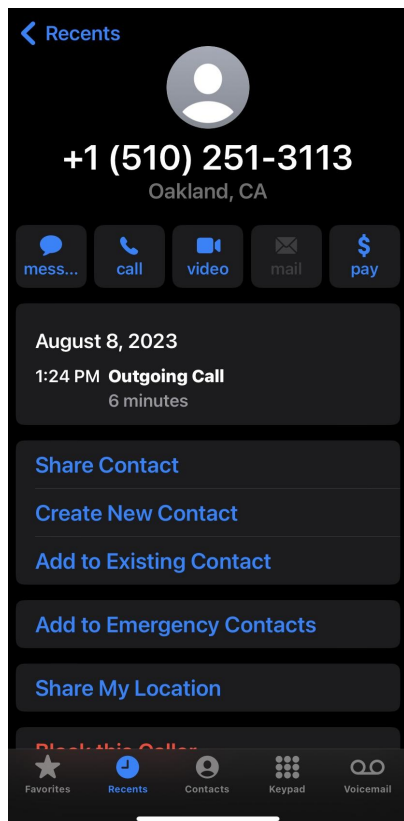
Reimbursement for stolen package \$50.




The 6% interest rate of \$104 is \$6.24.


\$104 plus \$6.24 for delay equals \$110.24.



SUPPORTING EVIDENCE:



 **Inbox** **4 Messages**  

 **Godwin Properties** Tuesday
To: Chris & 4 more... >

Mailboxes

Thanks for letting us know. Chris told me you talked. He did have an idea to upgrade the mailboxes, but it does require some construction to install that version, so we'll most likely order a new, simple mailbox for the time being.

Melanie Godwin-Rosales
Godwin Properties
925/294-5860
www.godwinproperties.net

On Tuesday, August 8, 2023, 03:19:37 PM PDT, Jim W <jrw1011@gmail.com> wrote:

Hello Melanie and Chris,

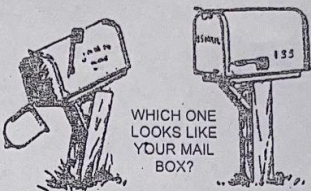
We spoke with the USPS supervisors at the Civic Center and West Grand locations in Oakland. They have no knowledge of you all reaching out to them; however, that doesn't automatically mean y'all have not called. I also spoke with the USPS theft inspection department as well; reference [#53812648](#). USPS said they are only responsible for replacing the Master Key Lock and that the property owners are responsible for fixing the mailbox and individual box locks. They said they would order a master lock to have it replaced although the master lock to the mailbox that the mail carrier uses is not broken. It's the individual mailboxes that are broken. Brian replaced the lock on unit 302's (Blair's) mailbox and it broke again. The entire box is outdated and needs to be replaced. We understand that y'all are aware: we spoke with



Your Mailbox Needs Attention

11 May 2023
(Date)

Owner/Manager 260 Lee St.



WHICH ONE LOOKS LIKE YOUR MAIL BOX?

Postal regulations require customers to provide and erect at their own expense rural mail boxes which meet official standards. A recent inspection disclosed the following faults.

1. Your box is not an approved box	10. The Signal Flag needs attention
2. The door needs attention	11. Your box is too near the road
3. Box must be located so carrier can serve it without leaving vehicle	12. Your box is too far from the road
4. Your box is not waterproof	13. Your box should face the road.
5. Your box should be raised _____ inches	14. Your box should be securely fastened to its support
6. Your box should be lowered _____ inches	15. Your box should be made level, and the post firmly planted
7. Your box must be located on the right-hand side of the road in the carrier's direction of travel	16. A new post for your box should be provided
8. The approach to your box should be filled and properly graded & kept unobstructed at all times	17. The rural box number must be printed in numerals not less than one inch high on the side of the box visible to the carrier as they approach it or on the box door if the boxes are grouped
9. The approach to your box should be kept clear of snow, vehicles, and other obstacles.	18. Your box should be painted to prevent rusting
	19. Your house number must be clearly displayed _____ on your house or _____ on your box

20. Other Faults

Broken mailboxes are to be replaced immediately. Mail delivery will be suspended and mail will be held until 25 May 2023. After 25 May 2023 All mail will be returned to sender NO Mail Receipts.

Please help us provide you with better service by correcting these faults by Immediately. After this date, delivery service may be suspended until the faults are corrected. Your cooperation is greatly appreciated.

If you have any questions please see your carrier or contact me.

*for any questions or concerns
Call: 510 622 7407
510 860 0296*

Antoinette Harris
(Postmaster)
SHS

ANTOINETTE HARRIS

PS Form 4036, February 1991

8. PROBLEM: Incorrect Garage Assignment \$22

DATE(S): 08/26/2022

LENGTH OF TIME: 7.23 months/220 Days

STATUS: Complete.

UPDATE(S): Property Manager, Christina Nelson, said she would provide the tenant with the key but didn't until Sunday, 04/02/2023. The lease agreement says garage "I" on page 2. And it says that "Any change in Tenant's parking space is to first be approved by the Owner in writing". I was initially assigned garage I on move-in day but Christina gave me the wrong key and just told me to go ahead and use garage J. It was never in writing.

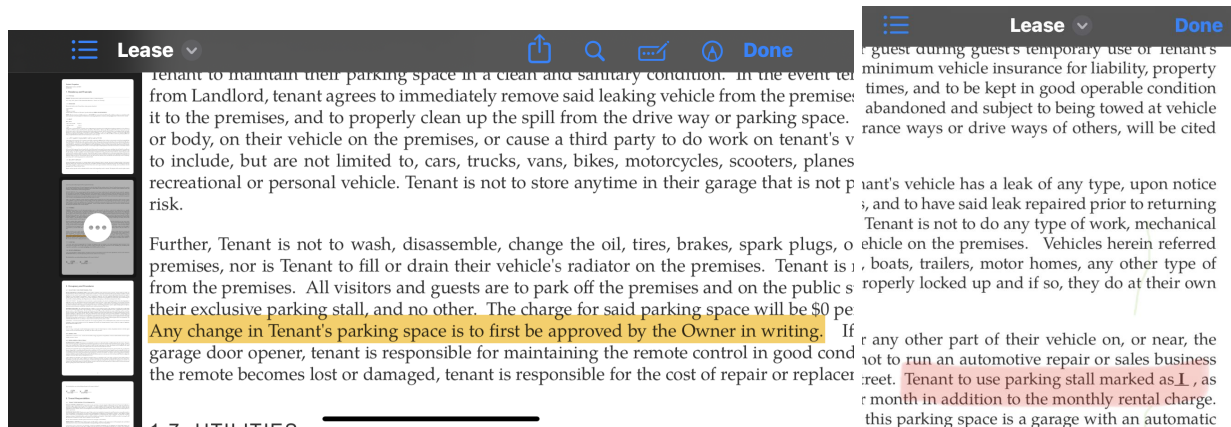
MAINTENANCE TICKET(S)#: 1201-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$22.

\$50 garage rent times 6% equals \$3

\$3 times 7.23 months equals \$21.69

SUPPORTING EVIDENCE:



9. PROBLEM: Unfinished Work-Kitchen/Dining Area

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56 months (352 days)

STATUS: Incomplete.

UPDATE(S): Scheduled to complete in August 2023. Kitchen/dining room window needs a screen, blinds, and screen clips. Tenants, Larry Butac and James Willis, purchased screen clips and window cover. All the cabinetry is missing latches. Backsplash is missing caulking. All this is in the move in inspection.

MAINTENANCE TICKET(S)#: 1196-1; Communication with Property Manager, Christina Nelson via text messages. Attached photos to online maintenance portal.

ESTIMATE(S): \$608

Kitchen square footage is 68; Dining room square footage is 66. Total 134 square feet.

\$1945 divided by 725 square feet (entire apartment) equals \$2.68 per square foot

\$2.68 a square foot times 134 square feet equals \$359.12

\$359.12 times 6% interest equals \$21.55

\$21.55 times 11.56 months equals \$249.11

\$359.12 plus \$249.11 equals \$608.24.

SUPPORTING EVIDENCE:



10. PROBLEM: Unfinished Work-Living Room

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56 months/352 days

STATUS: Incomplete.

UPDATE(S): Scheduled to be completed in August of 2023. Living room window needed a screen and screen clips. Tenant, Larry Butac, bought screen clips. Tenant James Willis purchased polycarbonate sheets to cover the windows that had no screens. Window does not fully close; the opening causes more cold air to enter inside the apartment and more heat to leave the apartment when on; resulting in a high electric bill. The windows are single pane. The tenants purchased heavy velvet curtains to help keep out some of the cold air. Counter is missing a countertop. A mirror is used to cover the hole. The heater was left unclean and not working. All of this was in the move in inspection. The management still has not provided a copy to the tenants.

MAINTENANCE TICKET(S)#: 1197-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Attached photos to online maintenance portal.

ESTIMATE: \$1,026.

Living Room square footage is 226.

\$1945 rent cost times 725 square feet (entire apartment) is \$2.68 per square foot.

\$2.68 per square foot times 226 square feet equals \$605.68.

\$605.68 area cost times 6% interest rate equals \$36.34.

\$36.34 interest times 11.56 months equals \$420.09.

\$605.68 area cost plus \$420.09 total interest equals \$1,025.77.

SUPPORTING EVIDENCE:



11. PROBLEM: Unfinished Work-Bathroom

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56 months/352 days

STATUS: Incomplete.

UPDATE(S): Some of the work was done during the bathroom remediation in June; everything isn't completed and additional issues have happened. Some of the walls and ceiling were painted. The lever behind the sink was replaced. The door painting was left unfinished. No caulk or transition strip between floor and bathtub. One towel rack isn't secured. Bathroom heater was fixed and cleaned by the HVAC Company. Bathroom fan needs cleaning and insects fall from the fan into the sink. This was mentioned in the move-in inspection. On 05/29/2023, a strong odor began in the bathroom and is still in there; maintenance have made efforts to resolve the smell; but, have not used all troubleshooting options. There's a sink leak from 06/26/2023. A new leak in the ceiling on 08/10/2023.

MAINTENANCE TICKET(S) #: 1198-1, 1244-1, 1245-1, 1267-1, 1297-1; communication with Property Manager, Christina Nelson and Property Owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$182.

Bathroom square footage-40 square feet.

\$1945 rent divided by 725 square feet (entire apartment) equals \$2.68 per square foot.

\$2.68 a square foot times 40 square feet equals \$107.31.

\$107.31 area cost times 6% interest rate equals \$6.44.

\$6.44 times 11.56 months delay equals \$74.43.

\$107.31 area cost plus \$74.43 interest equals \$181.74.

SUPPORTING EVIDENCE:





Pacific Gas and Electric Company®

SERVICE REPORT

PG&E Visited your Property Today to Service Your Account

Valued Customer: 260 Lee St apt 205 Oakland Address

Service Date/Time: 5/30/23 A.M./P.M.

Service Technician: Morua Confirmation/Field Order # _____

Transaction Type: unknown odor

SORRY WE MISSED YOU: Unfortunately we were not able to complete your service request because it requires your presence or the presence of an adult. Please call us at 1-800-743-5000

SORRY WE MISSED YOU: Please see reverse side for additional information

Gas Service							
Service/Inspection of Gas Equipment							
Appliance Type	Inspected	Cleaned Burner Pilot	Filter Inspected	Adjusted	Repaired	Gas Leak Repaired	Appliance Parts Replace Program Available Condition Identified Refer to Licensed Contractor
Range							
Oven							
Water Heater							
Heating Appliance							
Dryer							
Pool/Spa Heater							
Other							

Electric Service					
Service/Inspection of Electric Equipment					
Equipment Type	Inspected	Voltage Read	Problem Corrected	Parts/Contractor Referral	Unsafe Condition Identified Refer to Dealer
Service Panel					
Voltage Problem					
Complete Outage					
Partial Outage					
Electric Range					
Electric Water Heater					
Other					

Remarks:
Advised of strong unknown odor is not natural Gas.

Pacific Gas and Electric Company

SERVICE REPORT

PG&E Visited your Property Today to Service Your Account

Valued Customer: 260 Lee St #205 Oakland Address

Service Date/Time: 06-14-23 A.M./P.M.

Service Technician: Robert C Confirmation/Field Order # _____

Transaction Type: 06-14-23 Gas odor complaint

SORRY WE MISSED YOU: Unfortunately we were not able to complete your service request because it requires your presence or the presence of an adult. Please call us at 1-800-743-5000

SORRY WE MISSED YOU: Please see reverse side for additional information

Gas Service								Electric Service								
Service/Inspection of Gas Equipment								Service/Inspection of Electric Equipment								
Appliance Type	Inspected	Cleaned Burner Pilot	Filter Inspected	Adjusted	Repaired	Gas Leak Repaired	Appliance Parts Replace Program	Unsafe Condition Identified	Refer to Licensed Contractor	Equipment Type	Inspected	Voltage Read	Problem Corrected	Parts/Contractor Referral	Unsafe Condition Identified	Refer to Dealer
Range										Service Panel						
Oven										Voltage Problem						
Water Heater										Complete Outage						
Heating Appliance	x									Partial Outage						
Dryer										Electric Range						
Pool/Spa Heater										Electric Water Heater						
Other										Other						

Remarks:

No leaks found on sweeps.
Safety checked wall furnace.
No issues found.
Odor not gas related.

12. PROBLEM: Unfinished Work-Bedroom

DATE(S): 08/26/2022

LENGTH OF TIME: 11.56 months (352 days)

STATUS: Incomplete.

UPDATES: Scheduled to complete in August 2023. Bedroom window needed a screen and screen clips. Tenants, Larry Butac & James Willis, purchased window cover and screen clips. Bedroom door is misaligned and doesn't close properly. Ceiling paint spots are incomplete. No transition strip between carpet and floor for bedroom and the closet door. The carpet is unraveling. This was in the move-in inspection. The blinds provided do not cover the entire window. The floor boards aren't secure; it makes noises and is disturbing to the downstairs neighbors.

MAINTENANCE TICKET(S) #: 1199-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$572.

The bedroom square footage-126 square feet.

\$1945 rent divided by 725 square feet (entire apartment) equals \$2.68 per square foot.

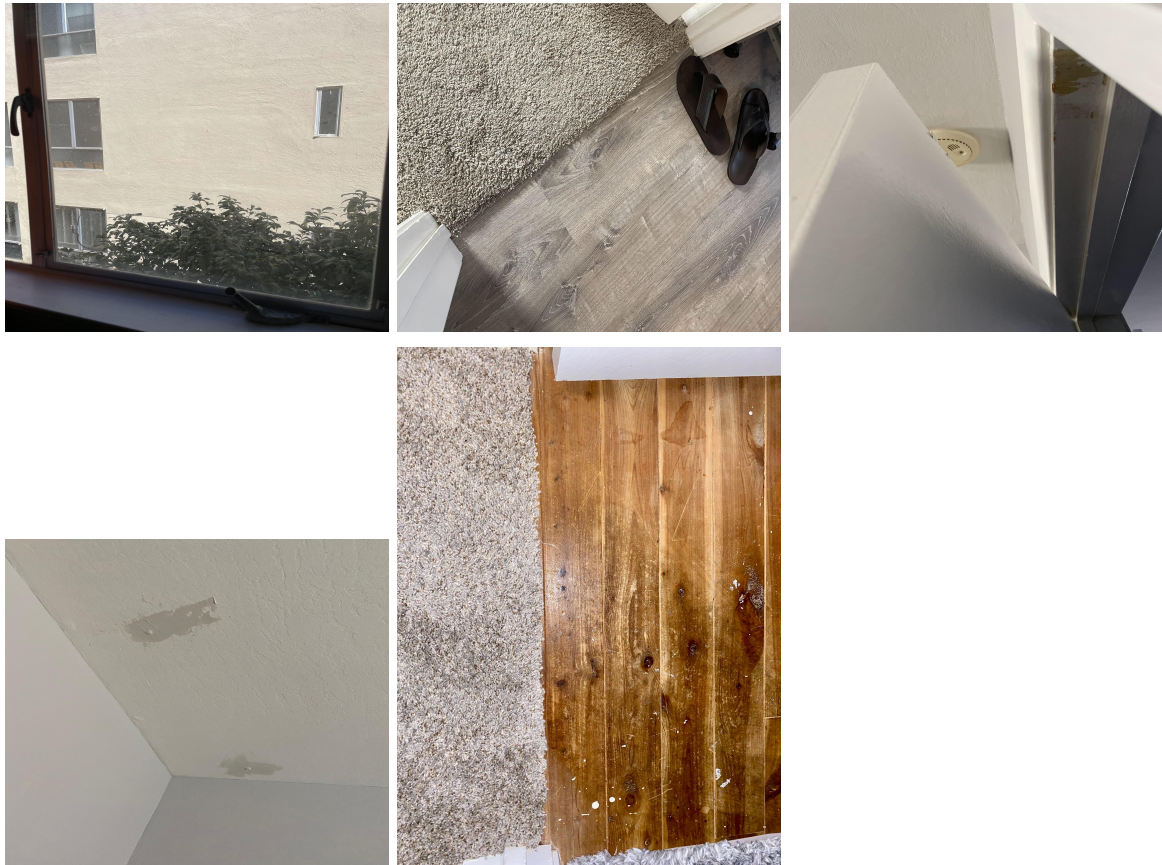
\$2.68 a square foot times 126 square feet equals \$337.68.

\$337.68 area cost times 6% interest rate equals \$20.26.

\$20.26 times 11.56 months equals \$234.21

\$337.68 plus \$234.21 equals \$571.89.

SUPPORTING EVIDENCE:



13. PROBLEM: Kitchen Breaker for Microwave Outlet and Hoodfan

DATE(S): 08/26/2022, 10/03/2022, 04/07/2023

LENGTH OF TIME: 7.36 months/224 days

STATUS: Complete.

UPDATE(S): Was unable to use multiple appliances at once without the breaker going out. Went 38 days without a functioning microwave outlet and hood fan. Property Manager, Christina Nelson, rigged the outlet to make it and the hoodfan work but the kitchen did not allow for multiple appliances to be used without the breaker going out. It was fixed sometime between April 6 and 7th; although those days were not days that permission was allowed to enter the unit, we noticed that the breaker no longer went out when using multiple appliances at once. It may have been fixed outside the unit or something, not sure how it got fixed.

MAINTENANCE TICKET(S) #: 1195-1; communication with Property Manager, Christina Nelson and Property Owner, Melanie Godwin-Rosales via email/text messages.

ESTIMAT(S):\$1 (connected to "Unfinished Work-Kitchen)

14. PROBLEM: Security Cameras Malfunctioning

DATE(S): 11/23/2022, 07/03/2023

LENGTH OF TIME: 7.29 months/222 days

STATUS: Complete.

UPDATE(S): The cameras were fixed on 07/03/2023. Was unable to provide theft/incident footage to police, USPS and Amazon during the time the cameras were down.

MAINTENANCE TICKET(S) #: #1194-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Chris Rosales came by on 03/38/2023 to observe the cameras.

ESTIMATE(S): \$21.

Security camera monitoring cost range \$10-50 a month/\$30 average.

Source: <https://www.forbes.com/home-improvement/home-security/home-security-system-cost/#:~:text=All%20home%20security%20systems%20charge.how%20advanced%20the%20services%20are.>

\$30 divided by 15 unit property equals \$2 per unit.

\$2 per unit times 7.29 months is \$14.58.

Interest rate 6% of \$14.58 is \$0.87.

\$0.87 interest rate times 7.29 month delay equals \$6.34.

\$14.58 cost of use plus \$6.34 interest equals \$20.92

SUPPORTING EVIDENCE:

Re: Trespassing

Chris told me the cameras are working now and he checked them himself.

Melanie Godwin-Rosales
Godwin Properties
925/294-5860
www.godwinproperties.net

On Monday, July 10, 2023, 01:56:44 PM PDT, Jim W
<jrw1011@gmail.com> wrote:

Hi Melanie,

Following up on Maintenance Request #1194-1 submitted on 03/27/2023; camera systems have been down since November 2022. 101+ days ago. I saw the Security Camera Technician on Monday as he was waiting for Brian to arrive. Any updates on this?



15. PROBLEM: Elevator Break-ins, Sleeping, Smoking, Urination and Defecation

DATE(S): 02/15/2023, 05/05/2023, 06/28/2023, 08/01/2023, 08/11-13/2023

LENGTH OF TIME: 11.56 months/352 days

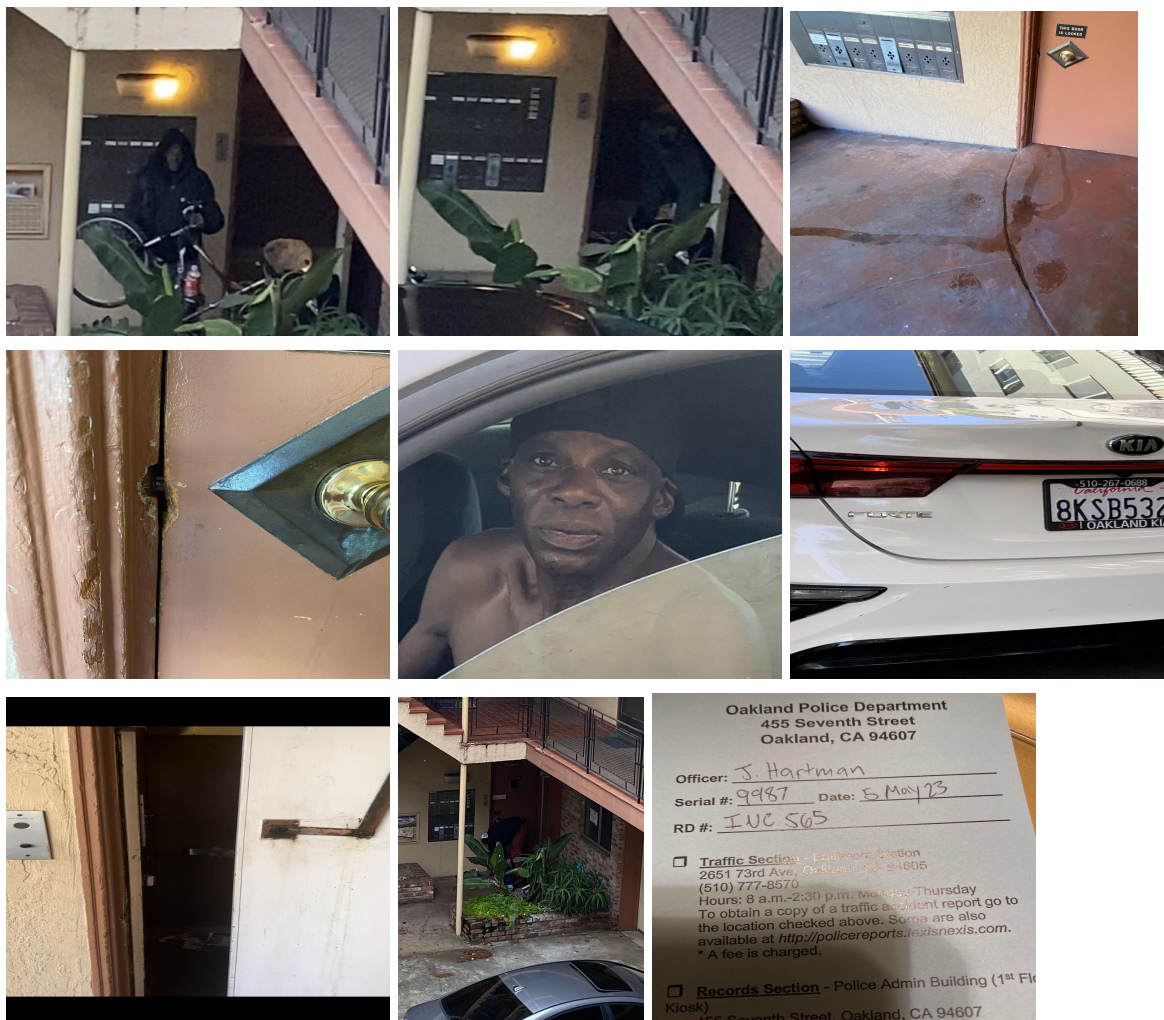
STATUS: Incomplete.

UPDATE(S): Neglecting to secure elevator entrance and property. The elevator door has no door seal, like the laundry room door; therefore, it's easy for anyone to pick the lock and break in. The third floor elevator door does not lock. This is a safety concern because anyone can access the elevator. The same subject who steals packages and breaks in the mailboxes is the same person who breaks in the elevator. The subject also smokes, sleeps, urinates and defecates inside the elevator. The subject sometimes stores items inside the elevator. A report

was filed with the Oakland Police Department by the Property Manager and Tenants on 2/15/2023 over the phone. There was a prior incident where a subject who was running from the police attempted to hide in the elevator then laid down on the top floor. The most recent break in was the weekend of 08/11-13/2023; the subject's photo and police report information is below. MAINTENANCE TICKET(S) #: #1193-1, #1229-1, #1218-1, #1226-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages. Attached photos to online maintenance portal.

ESTIMATE(S): \$1. (Could not figure out how to calculate an amount here.)

SUPPORTING EVIDENCE:





Godwin Properties Tuesday
To: Brian & 4 more... >

Elevator and laundry room Locks

As far as I know they had to re-order the locks for the elevator doors because they were too old. We placed the order before we left for vacation but Chris will follow up today. The idea was to key the laundry and elevator entrances to the same key, so keep the key you were given.

Melanie Godwin-Rosales
Godwin Properties
925/294-5860
www.godwinproperties.net

On Tuesday, August 8, 2023, 03:03:46 PM PDT, Jim W <jrw1011@gmail.com> wrote:

16. PROBLEM: Bedroom Walk in Closet Light Fixture

DATE(S): 08/26/2022, 10/03/2022

LENGTH OF TIME: 1.27 months/38 days

STATUS: Complete.

UPDATE(S): The light fixture in the bedroom did not work. After constantly following up multiple times with Property Manager, Christina Nelson, she came and fixed it. Had to use a flashlight and bedroom light to see into the closet for 38 days after move-in.

MAINTENANCE TICKET(S) #: N/A; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$81.

Bedroom closet square footage-28 square feet.

\$1945 rent cost divided by 725 square feet (entire apartment) equals \$2.68 per square foot.

\$2.68 per square foot times 28 square feet equals \$75.04.

\$75.04 area cost times 6% interest rate equals \$4.50.

\$4.50 times 1.27 delay equals \$5.72.

\$75.04 area cost plus \$5.72 total interest equals \$80.76.

17. PROBLEM: Broken Garage Door J

DATE(S): 02/16/2023, 04/02/2023

LENGTH OF TIME: 1.5 months/45 days

STATUS: Complete.

UPDATE(S): Neglected to provide access to the correct garage door. 45 days without a functioning garage door. A transfer from Garage J to Garage I took place. Property Manager-Christina Nelson Christina put on a new lock on Garage door I and provided a key on Sunday, 04/02/2023. The Landlord/Owner-Melanie Godwin-Rosales credited the Tenant's rental account \$50 (30 day credit). The credit was applied to the April 2023 rent payment. **The initial maintenance ticket #: 1160-1 was removed by management from the management online portal; it's no longer visible to the Tenants.** A fair credit would have been at least \$75 (1.5 month) because the door wasn't functional for 45 days. This could have been resolved in 2-3 days; it took Christina 3 days to get a new lock and key for Garage I, which was the original assigned garage for the unit, according to the lease. The door is too heavy to lift with the broken cable not functioning properly. Tenant, James Willis, requested use of Garage I until Garage J was fixed; a key was not provided. On 2/27/2023, Pedro and Abraham from R&S Overhead Garage Door, Inc. attempted to fix the door. They stated that the door was completed and left without testing it with the key. Instead of replacing the broken frame and broken cable, they tried to salvage the broken cable. The door did not lock properly; it took 2-3x to turn then lock. The cable came off the door again. The door's cable is on the garage floor (photo attached). The 2 keys were returned to Christina on Sunday, 04/02/2023 (photo attached). R & S Garage Door has not returned to fix Garage J. Garage I had carpeting and wood inside the storage area (photo attached); it was placed inside the storage area in Garage J. The Tenants moved their belongings from Garage J to I. Garage J is empty (photo attached).

MAINTENANCE TICKET(S)#: 1160-1, 1183-1; Attached photos to online maintenance portal. communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$42.

\$50 a month to rent garage.

\$50 rent divided by 30 days is \$1.67 a day.

A \$50 credit was issued by management in April.

45 days total minus 30 days equals 15 remaining days without credit/compensation.

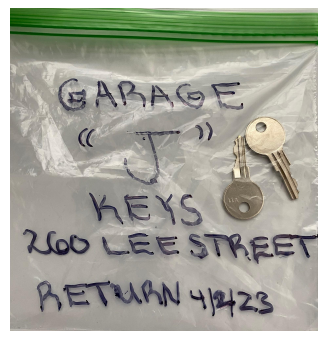
15 days times \$1.67 per day is \$25.05.

6% interest of \$25.05 is \$1.50.

\$1.50 times 11.56 months delay equals \$17.34.

\$25.05 plus \$17.34 equals \$42.39.

SUPPORTING EVIDENCE:



18. PROBLEM: Upstairs Domestic Violence Disturbance (Unit 305)

DATE(S): 08/26/2022, 05/20/2023

LENGTH OF TIME: 9.04 months/275 days

STATUS: Complete.

UPDATE(S): Neglected to resolve issue for 9.2 months. Police were involved 3 times. There hasn't been anymore domestic violence issues or disturbances since 05/20/2023. General Manager Melanie Godwin-Rosales responded to the issue via email.

MAINTENANCE TICKET(S) #: 1202-1, 1219-1; Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE: \$168.

Disturbances occurred at least an hour a week.

24 hours a day times 30 days is 720 hours a month.

\$1945 rent per month divided by 720 hours a month equals \$2.70 per hour.

40 weeks in 9.2 months.

40 weeks times \$2.70 an hour equals \$108.

6% interest of \$108 is \$6.48.

\$6.48 interest times 9.2 months delay equals \$59.62.

\$108 time disrupted plus \$59.62 interest for delay equals \$167.62.

SUPPORTING EVIDENCE:



19. PROBLEM: Upstairs Pet Disturbance (Unit 305)

DATE(S): 03/15/2023, 03/20/2023

LENGTH OF TIME: 10 days

STATUS: Complete.

UPDATE(S): Pets are not allowed on premises at all. Matter was not resolved within a reasonable time. Constant dog noise (barking and walking on hardwood floors).

MAINTENANCE TICKET(S) #: 1184-1; communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$458.

Dog noise (barking and walking) occurred for 2/3rds of each day for 10 days.
\$1945 in rent per month divided by 30 days equals \$64.83 a day.

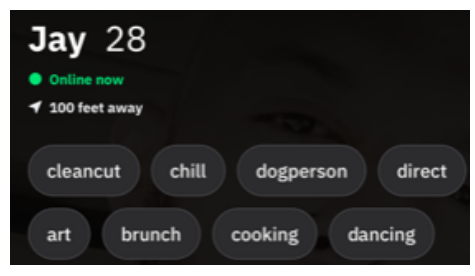
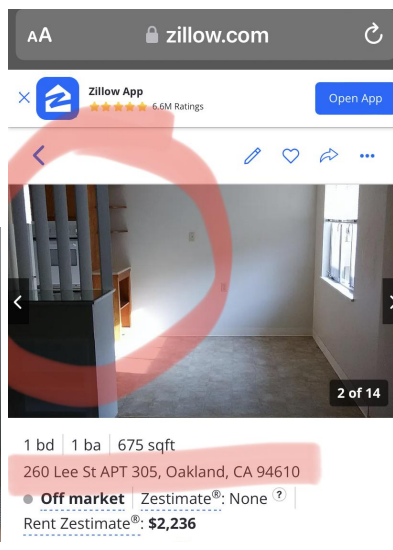
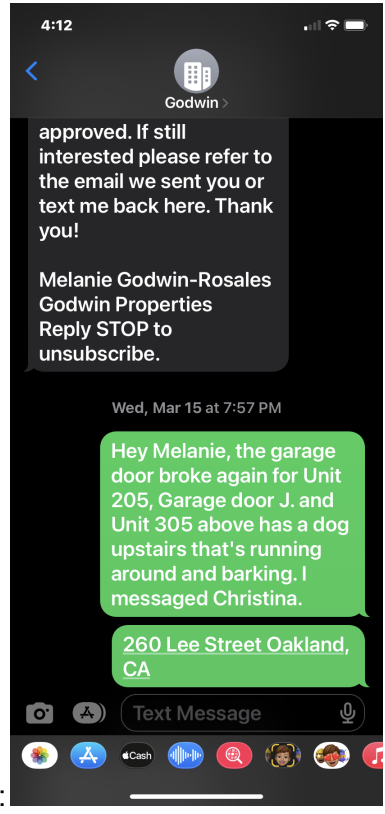
2/3rds of \$64.83 is \$43.22 a day

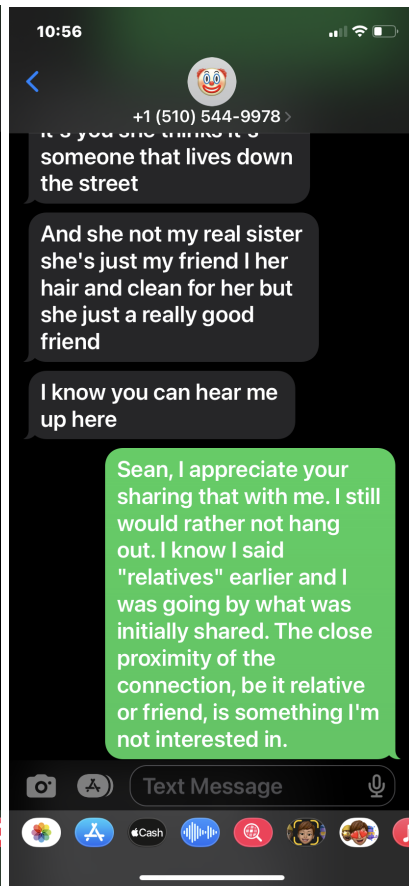
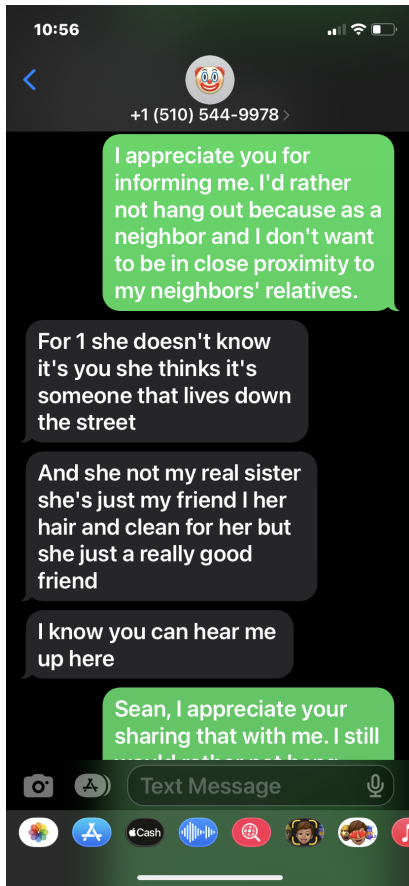
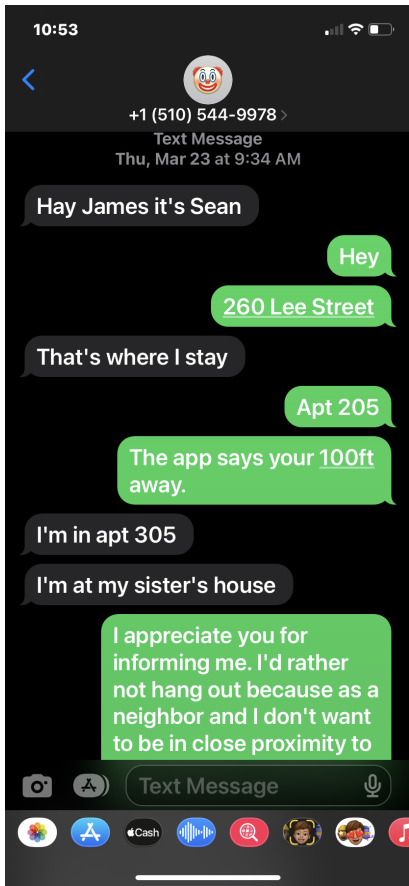
\$43.22 a day times 10 days is \$432.20

6% interest rate times \$432.20 equals \$25.93.

\$432.20 time disturbed plus \$25.93 interest for delay equals \$458.13.

SUPPORTING EVIDENCE:





Lease ▾

twenty consecutive days, or thirty (30) calendar days within a calendar year, tenant must notify Owner in writing and tenant agrees to have guests(s) complete an "application for rent" form, and if approved by Owner, add said Guest(s) to the rental agreement. Owner reserves the right to make adjustments to Tenant's rent accordingly, so as to compensate for added wear and tear on the premises caused by additional persons present in the unit. If Owner does not approve the application(s), tenant agrees to have guests leave the premises within forty eight (48) hours of notice from Landlord to do so. Tenant agrees to be responsible for any damage incurred by guests while on the premises, and to hold Landlord harmless for any damage or injury tenant or tenant's guest may incur or cause.

POSSESSION: If Tenant shall be unable to enter into and occupy the premises at the commencement date, Owner shall not be liable for damages to Tenant caused thereby, nor shall this Agreement be voidable, but during the period Tenant is unable to occupy said premises, Tenant shall not be liable for rent.

2.2 PETS

PETS: No dog, cat, bird, fish, or other domestic pet or animal of any kind may be kept on, or about, the premises without Landlord's prior written consent, nor shall Tenant do any "pet sitting" for others on the premises.

Lease ▾

charge.

2. Personal checks that are returned for any reason require a return check fee of \$15.00, in addition check has more than two returned checks, owner will no longer accept tenant's personal checks, and in that order.

QUIET ENJOYMENT, COMPLIANCE WITH LAWS, TENANT OBLIGATIONS AND CONDUCT:

3. Only those tenants whose names are listed on the rental agreement will be allowed as occupants.

4. No pets will be allowed in the unit, at any time, by the tenant, or by the tenants' guests.

5. Do not put garbage, sanitary napkins, cigarettes, rice, matches, rags, or paper towels down the toilet.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: Updated Petition Attachments
(insert name of document served)

And Additional Documents

33

and (write number of attached pages) 33 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales
Address	PO Box 2128
City, State, Zip	Livermore, CA 94551

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

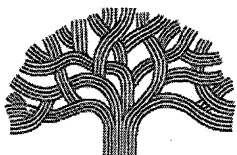
To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 08/14/23 (insert date served).

James Willis
PRINT YOUR NAME

James Willis
SIGNATURE

08/14/2023
DATE



CITY OF OAKLAND

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

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay 711
www.Oaklandca.gov/RAP

NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name: Willis v. Godwin Properties
Property Address: 260 LEE ST 205 Oakland, CA
Case Number: T23-0075

Please take notice that in order to protect the health and welfare of the parties and City of Oakland employees, the Settlement Conference and Hearing will be held remotely, by audio or videoconferencing.

The Settlement Conference and/or Hearing (if there is no settlement conference) will begin on:

Date: August 22, 2023
Time: 10:00 AM
Place: REMOTELY.

Settlement Conference

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption or if not all parties are present. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

Remote Hearings

In the next few weeks, the program analyst assigned to your case will contact you by telephone or email to determine whether you have access to a computer or a phone with video technology and either cellular service or hi-speed internet, so that the Hearing could be conducted using videoconferencing through Zoom, a free videoconferencing application. If you do not have access to these services or if any party does not have access, the Hearing will be conducted by Zoom as an "audio only" Hearing, which allows parties to use a toll-free number on a telephone to participate. There is no charge to use Zoom.

Please be sure that the Rent Adjustment Program has a working email address and telephone number for you so that we can contact you when necessary.

Please note that if you do not have access to any of the necessary technology to be a participant in a remote Hearing, please call the analyst on your case (noted below.)

000189

Order to Produce Evidence/Submission of Additional Documents

You must submit all additional proposed tangible evidence (including but not limited to documents and photographs) you wish to have considered **at least seven days before the Hearing**. Please note that you may have been required to submit certain documents with your initial petition. Please number sequentially all documents sent to the RAP. If possible, please submit your evidence by email. Please note that most smart phones have scanning capability. If you do not have access to scan and email your documents you may submit them by mail. (If you are mailing, always send copies and keep the originals for yourself.) Please notify the analyst if you have submitted your documents by mail. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers.

Proposed evidence presented late may be excluded from consideration unless there is good cause for the late filed evidence. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

The analyst in your case is Brittni Lothlen and his/her email address is blothlen@oaklandca.gov. Submit all documents by email to the analyst in your case and, by mail to the opposing parties. Additionally, you must submit a document to the RAP entitled Proof of Service, establishing that you provided the same documents you submitted to the RAP to the opposing parties.

Interpreter

The Hearing must be conducted in English. The Rent Adjustment Program will provide an interpreter on request providing the request is made at least 14 days in advance of the scheduled Hearing, including ASL interpreters. If you wish to bring someone to help you understand the proceeding, in addition to the official interpreter provided by the RAP, you may, but only the official interpreter's interpretation will be considered as a part of the record.

Request to Change Date

A request for a change in the date or time of Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates from the opposing parties. If an agreement cannot be reached, check the appropriate box on the form. A continuance will be granted only for good cause.

Hearing Record

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If the settlement is reached, the Hearing Officer will draft an Order listing the terms of the agreement.

Inspections

During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer or mutually agreed upon by the parties present at the Hearing. No testimony will be taken at the inspection.

Representatives

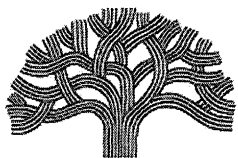
Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

Failure to Appear for Hearing

If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing, or conduct the Hearing and render a decision without the respondent's participation.

Accessibility

To request disability-related accommodations, please email the analyst on your case blothlen@oaklandca.gov or call (510) 238-6415 or California relay service at 711 at least five working days before the meeting.



CITY OF OAKLAND

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

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay 711
www.Oaklandca.gov/RAP

July 10, 2023

Petitioner

Tenant
James Willis
260 Lee Street Unit 205
Oakland, CA 94610

Respondent

Manager
Christina Nelson, Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Respondent

Owner
Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551

RE: Notice to Parties of Petition Filed

Dear Parties:

The Rent Adjustment Program has received a Petition filed by the **Petitioner** listed above. The Proof of Service filed with the Petition states that the Petition was served on the **Respondent(s)** listed above. If you are a Respondent, and you did not receive the Petition, please contact the case analyst (listed below).

As instructed on the Petition, the Respondent(s) have 30 days from the date of service (if served personally) and 35 days (if served by mail) to file a Response to the Petition. To file a Response, the Respondent(s) must serve a Response on the Petitioner and file the Response (along with a Proof of Service) with the Rent Adjustment Program.

Both the Tenant and Property Owner Response forms can be found at <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. Each response form contains additional filing instructions.

If you do not file a timely Response, the Petition may be granted without a Hearing, or, if a Hearing does occur, you may not be permitted to produce testimony or evidence.

The case has been assigned Case No. T23-0075

The case title is Willis v. Godwin Properties

The analyst assigned to your case is Brittini Lothlen , who can be contacted either by telephone at (510) 238-6415 or by email at blothlen@oaklandca.gov.

Please note that you are required to serve a copy of any documents filed with the Rent Adjustment Program on the other party (or parties). You must file a Proof of Service with the Rent Adjustment Program together with the document(s) being filed indicating that the document(s) have been served.

Property Owner Petitions that include more than 25 pages of additional documents with the petition are exempt from this requirement, and the owner may choose to not serve all tenants with those documents. If the Owner Petition indicates that additional documents exist that are not being served pursuant to this exception, a tenant may request a copy of the documents in their Tenant Response form or view the documents by scheduling a file review with RAP. If the Tenant Response form indicates that the tenant wishes to receive copies of all filed documents, the owner must provide them within 10 days.

All documents filed by either party are available for review at the Rent Adjustment Program Office **by appointment only**. If you wish to review the case file, call (510) 238-3721 to schedule an appointment.

If you have questions or need additional information, please contact your assigned analyst.

Thank you.

Rent Adjustment Program

PROOF OF SERVICE

Case Number: T23-0075

Case Name: Willis v. Godwin Properties

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, Oakland, California, addressed to:

Documents Included

Notice of Remote Settlement Conference and Hearing
Notice to Parties
Copy of Tenant Petition
Landlord Response Form

Manager

Christina Nelson, Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Owner

Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551

Tenant

James Willis
260 Lee Street Unit 205
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 10, 2023** in Oakland, California.

000194

Deborah Griffin

Deborah Griffin
Oakland Rent Adjustment Program



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

TEL (510) 238-3721
FAX (510) 238-6181
CA RELAY 711

**ZOOM INVITATION FOR RAP REMOTE HEARING
T23-0075 Willis v. Godwin Properties**

To the Parties:

Your hearing scheduled will take place on **August 22, 2023 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

Topic: 2023.8.22_Rent Adjustment Hearing Audio-Video_ T23-0075 Willis v. Godwin Properties

Time: Aug 22, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83277536469?pwd=cEFLVnhuMmUxczVMZG9zSlcyVDRRdz09>

Meeting ID: 832 7753 6469

Passcode: 955902

One tap mobile

+16699009128,,83277536469#,,,,*955902# US (San Jose)

+16694449171,,83277536469#,,,,*955902# US

Dial by your location

- +1 669 900 9128 US (San Jose)
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)

000196

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US

Meeting ID: 832 7753 6469

Passcode: 955902

Find your local number: <https://us02web.zoom.us/j/kdwprzxuc0>

To download Zoom:

On a smartphone:

1. Go to the “App store,” “Google play,” “Android Apps,” or the “Play Store”
2. Search for Zoom
3. Download “Zoom” or “Zoom Cloud Meetings.”

On a computer:

1. Open a browser (Firefox, Internet Explorer, Google Chrome, or any other web browser)
2. Search for “Zoom” in the search box; or type in “zoom.us” in the address bar

*In either case, you will be directed to the Zoom website. Create a Zoom account.

If you have technical questions, I find the following link helpful in navigating Zoom:

<https://support.zoom.us/hc/en-us/articles/115004954946-Joining-and-participating-in-a-webinar-attendee->

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties connecting to the meeting or to discuss your technology access, please contact me immediately.

Cordially,

Brittini Jackson

City of Oakland

Housing and Community Development
Department

Rent Adjustment Program 250 Frank H.
Ogawa Plaza, 5th Floor Oakland, CA
94612

Main: (510) 238 - 3721

Telephone: (510) 238 - 6415

Fax: (510) 238 - 6181

PROOF OF SERVICE

Case Number: T23-0075

Case Name: Willis v. Godwin Properties

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, Oakland, California, addressed to:

Documents Included

Zoom Invitation for RAP Remote Hearing

Manager

Christina Nelson, Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Owner

Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551

Tenant

James Willis
260 Lee Street Unit 205
Oakland, CA 94610

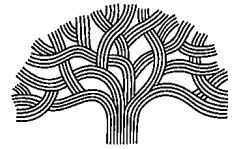
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 18, 2023** in Oakland, California.

Brittini Jackson

Brittini Jackson

Oakland Rent Adjustment Program



HEARING DECISION

CASE NUMBER: T23-0075

CASE NAME: Willis v. Godwin

PROPERTY ADDRESS: 260 Lee Street, Unit 205
Oakland, CA

DATE OF HEARING: August 22, 2023

APPEARANCES: James Willis, Tenant
Melanie Godwin Rosales, Owner

SUMMARY OF DECISION

The Tenant’s Petition is granted, in part.

INTRODUCTION

The Tenant submitted a petition on May 26, 2023, alleging the Owner is providing fewer housing services than I previously received and/or I am being charged for services originally paid for by the Owner.

The Petition alleged the following decreased housing services: 1) ceiling leak; 2) broken window; 3) broken mailbox; 4) miscellaneous repairs; 5) unfinished kitchen and dining room; 6) unfinished living room; 7) unfinished bathroom; 8) bathroom leak; 9) unfinished bedroom; 10) elevator vandalism; 11) neighbor nuisance; 12) pet nuisance; 13) heating; 14) mold; 15) garage door; 16) pest control; 17) incorrect garage assignment; 18) kitchen electrical breaker; 19) security cameras; 20) bedroom walk-in closet; and 21) broken Garage-J door.

No Owner Response was filed with the Rent Adjustment Program (RAP).

ISSUES PRESENTED

1. When, if ever, was the Tenant given written notice of the Rent Adjustment Program (RAP Notice¹)?
2. Has the Tenant suffered decreased housing services?
3. What, if any, restitution is owed to the Tenant, and how does that impact the rent?

EVIDENCE

James Willis

After being duly sworn, James Willis provided the following testimony:

He moved into the subject property on August 20, 2022. The subject unit is a one-bedroom, one-bathroom, which, including the patio, is 725 square feet and was advertised as such. The rent for the subject unit is \$1,945.00² per month, and the payments are current.

At the move-in inspection, the property manager, Christina Nelson, said all items that needed repair would be fixed within thirty days of moving in. All items noted at the move-in inspection were listed on the move-inspection report. The property, including the patio, is 725 square feet and was advertised as such. The monthly rent includes the exclusive right of use to the entire property.

Upon move-in, they received a RAP Notice³ in English only.

Decreased Housing Services

Ceiling Leak

The leak in the unit began on October 28, 2022, is ongoing and remains at the time of this hearing. There was one failed attempt to repair the leak.

//

¹ Notice to Tenants of the Residential Rent Adjustment Program.

² The Tenant calculated that based upon his rent, he paid \$2.68 per square foot to the unit.

³ Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

Window

Eight of the seventeen glass panels on the unit's living room window are broken. The windowpanes were reported broken on August 26, 2022, and included on the property move-in inspection report submitted to the Owner.

Initially, the request for compensation was \$2,123.00 for the broken windowpanes based on personal expenditures for thermal curtains, three covers for each window frame without screens, mileage to retrieve the aforementioned items, and 30% heat energy loss. The broken window causes approximately 30% of the heat or energy used in the house to be lost.

The Owner provided reimbursement for the window screens and mileage. The request for compensation was amended to \$1,349.00, calculated using 6% of the total monthly rent⁴, or \$116.17 per month for eleven- and one-half months.

Broken Mailbox

The mailbox has been and continues to be broken since August 22, 2023, and was reported on that date. No alternative mailbox or mailbox service was obtained.

Initially, the request for monetary compensation was the amount of \$246.00 for the broken mailbox. The request for compensation was amended to a total of \$110.00, which includes \$54.00, the yearly cost of mailbox services, and \$50.00 for a stolen Amazon package.

Unfinished Kitchen and Dining Room

At the move-in inspection, the kitchen and dining room were reported to the Owner as unfinished and included in the report submitted to the Owner. Approximately 65% of the kitchen and dining room square footage is usable.

Initially, the request for monetary compensation was the amount of \$367.00 for the unfinished kitchen and dining room. The request for compensation was amended to a total of \$608.00, calculated as 6% of the monthly rent for the square footage, which was unusable. The Tenant calculated the square footage of his unit, based on the unusable portion of the kitchen and dining room, which are estimated to be 134 square feet for eleven and one-half months.

Unfinished Living Room

⁴ The total monthly rent for the subject unit is \$1,945.00.

At the move-in inspection, the living room was reported to the Owner as unfinished and included in the report submitted to the Owner. Approximately 65% of the living room square footage is usable.

Initially, the request for monetary compensation was \$148.00 for the unfinished living room in his Petition. The request for compensation was amended to \$1,026.00, calculated as 6% of the monthly rent for the square footage, which was unusable. The unusable portion of the kitchen and dining room are estimated to be 226 square feet for eleven and one-half months.

Unfinished Bathroom

At the move-in inspection, the bathroom was also reported to the Owner as unfinished and included in the report submitted to the Owner. Approximately 66% of the bathroom's square footage is usable for eleven- and one-half months. The unusable portion of the unfinished bathroom is estimated to be 40 square feet for eleven and one-half months.

The request for compensation was amended to \$182.00, calculated as 6% of the monthly rent for the unusable square footage for eleven and one-half months.

Bathroom Leak

The bathroom leaked into the wall beginning in October 2022. The Owner made repair efforts. The leak has been ongoing despite repair efforts in June 2023.

After the seven-and-a-half-month delay in repairing the leak, the Owner offered compensation in the form of a rent credit for \$1,653.27. The rent credit was calculated as 6% of the monthly rent for seven-and-a-half months to compensate for the time between when the leak was first reported and the repair in June 2023. The \$1,653.27 credit was applied to the July 2023 rent payment. In July 2023, the total rent paid was \$291.79.

A relative who visited the unit viewed the bathroom, took pictures, and determined the leak was not repaired after the Owner had conducted the earlier repairs. Upon surface-level visual inspection, the bathroom leak appears to be repaired. However, there were leaking and wet pipes behind the wall panel.

The request for compensation was amended to \$1,699.00, calculated as \$1,554.00, to reimburse the cost of relocation for the twelve days, \$93.42, or 6% of the

monthly rent for the twelve days the unit was unavailable, and \$145.42, or 6% of the monthly rent monthly from June 26, 2023, to August 13, 2023.

Unfinished Bedroom

At the move-in inspection, the bedroom was unfinished and included on the property move-in inspection report submitted to the Owner. Approximately 75% of the bedroom square footage is usable. The unusable portion of the unfinished bedroom is estimated to be 126 square feet for eleven and one-half months.

The request for compensation was amended to \$572.00, calculated at 6% of the monthly rent for the square footage, calculated as \$1,554.00,

Elevator Vandalism

Beginning February 15, 2023, the elevator was observed to be vandalized by human urine and feces. This vandalism is suspected to be a result of continuous elevator break-ins. Negligence in maintaining and operating elevator door locks is alleged to have caused the vandalism.

The first-floor elevator is only accessible with a key; however, the lock is not secure and is easily broken. Any key will work to open the door. The second-floor elevator door is locked but presents the same security issues as the first floor. The third-floor elevator door is not locked and has been accessed by non-tenants on the property.

The building is indoor/outdoor, and people can access the second and third floors from outside the building without a key.

The keys provided do not indicate a statement prohibiting duplication.

The request for compensation was amended to \$136.00, calculated at the Tenant's hourly salary rate and time spent contacting the police department and filing reports.

Neighbor Nuisance

For 40 weeks, the upstairs neighbors argued, created a disturbance, and used slurs, violating his right to the quiet enjoyment of the subject property and an implied warranty of habitability. There were disturbances of domestic violence noise disturbances in the form of yelling, beating on the floor, and arguing.

Harassment

On May 20, 2023, the neighbors on the floor above his unit beat and talked through the floor. The conversation and noises were audible through the ceiling. The neighbors called him slurs and stated their belief that the Tenant reported them to the Owner.

Domestic Violence

The noise nuisance and his suspicion of domestic violence were reported to the Property Manager, Christina Nelson. Ms. Nelson responded via text message to contact the onsite manager. The police were not contacted for this occurrence.

The police were contacted on two prior occasions for domestic violence noise disturbances in the apartment unit directly above the subject unit.

The first incident was on September 8, 2022. An unknown party called the police, and police officers erroneously reported to the subject unit and were redirected to the unit upstairs.

On September 10, 2022, the police were contacted about a domestic violence noise disturbance.

The Owner could have prevented the loud arguing, yelling, and domestic violence noise disturbance by sending a notice to the neighbor in the upstairs unit to cease the noise disturbances. He sent both audio and visual evidence of the nuisance.

The noise disturbances occurred at varying times during both the day and night. Half of the disturbances occurred during the day.

Initially, the request for monetary compensation was the amount of \$233.00. The request for compensation was amended to \$168.00, calculated as 6% of the monthly rent multiplied by 40 weeks.

Pet Nuisance

The upstairs neighbor's loud barking dog caused noise disturbances for ten days. Dogs, cats, fish, birds, and all other domestic pets and animals are prohibited on the property per his lease agreement. He believed his upstairs neighbor had the same lease and should not have been permitted to have pets. The Owner confirmed that his neighbor was not permitted to have pets.

Initially, the request for monetary compensation was the amount of \$553.00. The request for compensation was amended to \$458.00.

Heating

At the move-in inspection, the gas heating unit on the property was reported broken on August 26, 2022, and included on the property move-in inspection report submitted to the Owner.

The gas heater was repaired on April 26, 2023, and remains operable. The electric heater in the bathroom is operational.

Three electric heaters were purchased and utilized to compensate for the lack of heating from the gas heater. The heaters operated on average sixteen hours per day, on most days, and as needed, depending on the weather. The electric heaters were utilized at nighttime during all seasons.

Between August 26, 2022, and April 26, 2023, the utility bills totaled \$3,727.00. The overall utility bills are higher now that the heater is operable. The cost of utilizing the heaters was not bifurcated from costs incurred by other electrical equipment used at the property. He also was not able to subtract days the heater was not used.

Requested Remedy

Initially, the request for monetary compensation was the amount of \$4,903.00, calculated based on the utility charges of \$3,727.00 between August 26, 2022, to April 26, 2023, the wattage for each electric heater, multiplied by sixteen hours per day at three different Pacific Gas & Electric Company rates, and the purchase cost of \$213.12 for the three heaters.

According to the Pacific Gas & Electric online statement, the average electric usage for the subject unit was \$61.70 monthly from August 26, 2022, to April 26, 2023, and \$23.00 monthly from April 27, 2023, to the most recent bill.

Mold

Mold was present in the expansion gap between the bathtub and the floor in the bathroom. The mold was reported on August 26, 2022, and included on the property move-in inspection report submitted to the Owner. The mold was removed on August 21, 2023.

The request for compensation was \$1.00 because the mold damages are included in the unfinished bathroom claim.

Garage Door

A pipe leaked feces on the garage door and was reported to the Owner on November 14, 2022. The pipe repair date is unknown. The Tenant cleaned the feces on December 6, 2022, which took ninety minutes.

A plumbing company was commissioned to repair the pipe leak. The feces leaked onto the garage door for twenty-two days. Although the garage was accessible during the twenty-two-day period, it had to be hosed off to wash the feces from the garage door whenever the garage was accessed. A water hose from Amazon was purchased to hose down the garage door.

The request for compensation is \$234.00, 6% of the monthly rental amount for the twenty-two days, 19.99 for the hose, and \$62.34 for the cleaning costs.

Pest Control

Small (baby) cockroaches were seen outside the subject unit but within the apartment complex on February 9, 2023, and was reported to the Owner on the same day. The pest issue was resolved on July 21, 2023. Pest control suggested a door seal as a preventive measure to keep pests out of the property unit.

The request for compensation is \$631.00, calculated at 6% of the monthly rental amount for the 5.32 months and \$9.90 for the cost of the door seal.

Incorrect Garage Assignment

The garage was incorrectly assigned and did not match the garage assignment on the lease. The incorrect garage assignment was reported on August 26, 2022, and included on the property move-in inspection report submitted to the Owner. The correct garage was assigned on April 2, 2023.

Had the correct garage been assigned, time and money would not have been expended on reporting the pipe leaking feces and the subsequent clean-up. Additionally, the garage door broke twice.

A considerable amount of time was spent meeting with repair companies for the incorrectly assigned garage.

The request for compensation is \$631.00, calculated at 6% of the monthly garage rental amount for the 7.32 months, the amount of time they could not access the assigned garage.

Kitchen Electrical Breaker

The kitchen breaker, microwave, microwave outlet, and hood fan were broken. The issues were identified at the time of move-in and partially repaired on October 3, 2022. The partial repair caused other electrical issues in the kitchen area. All electrical was repaired on April 7, 2023.

The request for compensation is \$1.00 in nominal damages as the kitchen breaker, microwave, microwave outlet, and hood fan damages were previously included in the Unfinished Kitchen portion of his claim.

Security Cameras

On November 23, 2022, it became apparent that the property's security cameras were broken and reported to the Owner on the same day. The security camera repairs were completed on July 3, 2023.

Personal deliveries were stolen. The local police department was contacted for the property thefts. Because the cameras were inoperable, police investigative efforts were compromised.

The request for compensation is \$21.00, calculated based on a Forbes magazine article published in 2023, which detailed that camera monitoring systems range between \$10.00 to \$50.00 per month, using an average of \$30 per month, divided between all units on the property to arrive at \$2.00 per month, per unit. The cameras were inoperable for the subject unit, \$2.00 per month multiplied by 7.29 months.

Bedroom Walk-in Closet

On August 26, 2022, he discovered the broken bedroom walk-in closet. This matter was reported on August 26, 2022, and included on the property move-in inspection report submitted to the Owner. The walk-in closet repairs were completed on October 3, 2022. At the move-in inspection, a thirty-day timeframe for repairs was agreed to. The repair timeframe on the closet was exceeded by eight days. The request for compensation is \$81.00, calculated based on 6% of the monthly rental rate, for the unusable 28 square feet of space.

Broken Garage-J Door

On February 16, 2023, the Garage J door was broken and reported to the Owner on the same day. The garage door was never fixed. Access to Garage-I was issued on April 2, 2023.

The garage assigned as stipulated in the property lease was Garage-I. Garage-J was inappropriately assigned at the inception of the tenancy.

Garage labeled I was used with difficulty. It was a struggle to lift the one-hundred-and-sixty-pound door or ask for assistance lifting the garage door. On days the garage door could not be lifted, the garage would not be used.

The Owner issued a \$50.00 rent credit for April 2023.

The request for compensation is \$42.00, calculated at 6% of the monthly rental amount for the eleven-and-a-half months the incorrect garage unit was assigned.

Quality of Life

The inconvenience of all the damages mentioned above reduced the quality of life for Tenant and his partner. The total compensation requested for all the damages totals \$13,457.00.

Move-in Inspection Report

He no longer has a completed copy of the move-in inspection report. The Property Manager initially provided him with a copy of the move-in inspection report. He had a copy of the move-in report in his property unit on a table. The report could not be located after the Property Manager completed repairs at the subject unit. He was informed that she had a copy in her vehicle; however, the vehicle was burglarized, and the move-in inspection report could not be located after that.

Melanie Godwin Rosales

After being duly sworn, Melanie Godwin Rosales provided the following testimony:

She served her Response as indicated on the proof of service on June 26, 2023. She filed the Response at 250 Frank H. Ogawa Plaza. It was unclear if the Response included proof of payment of the Rent Adjustment Service Fee, compliance with the rent registry, and whether the business license was attached.

Lease

The lease was prepared and signed by the Tenant in her presence. She was unsure if she provided the RAP notice in the three required languages but confirmed it was provided in English. She never received the move-in inspection report from the Property Manager.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the Tenant given written notice of the Rent Adjustment Program (RAP Notice⁵)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy⁵ and together with any notice of rent increase or change in the terms of a tenancy.⁶

The Tenant's testimony that he was not given a copy of the RAP Notice in Spanish or Chinese at the inception of the tenancy is undisputed. Moreover, the testimony Accordingly, the Tenant was not given written notice of the RAP Program at the inception of his tenancy.

Has the Tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁷ and may be corrected by a rent adjustment.¹⁸ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, the loss of a service that is required to be provided by either law or a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the Tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the Tenant, the Petition must be filed within 90 days after of whichever is later: (1) the date the Tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the Tenant first receives the RAP Notice.

Where the RAP notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years

⁵ Notice to Tenants of the Residential Rent Adjustment Program.

from the date the Petition was filed.⁶ The evidence established that the Tenant was never given a RAP notice.

If the decreased housing service is for a condition that is ongoing (e.g., a leaking roof), the Tenant may file a petition at any point but is limited in restitution for 90 days before the Petition is filed.²⁰ Since the evidence established that the Tenant did not receive the RAP notice at the inception of the tenancy, the Tenant is not limited to restitution for 90 days before the Petition was filed.

To grant a tenant's claim for decreased housing services, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Decreased Housing Services

Window

The evidence that eight of the seventeen glass panels on the unit's living room window are broken and have been since August 22, 2023, when it was reported on that date, is undisputed. Furthermore, the testimony of the Tenant that the broken windowpanes were reported broken on August 22, 2022, went uncontradicted by the Owner. The Tenant testified credibly that the items reported at the move-in inspection were to be repaired within 30 days, or approximately September 22, 2022. Thus, the Tenant is entitled to a 6% rent credit, \$116.70, from October 2022 through December 2023. The Tenant is entitled to an ongoing rent credit of 6% until the window is repaired.

As the Owner provided reimbursement for the window screens and mileage. The request for reimbursement of the same is denied.

Broken Mailbox

The evidence that the mailbox has been and continues to be inoperable since August 22, 2023, and was reported on that date, is undisputed. Thus, the Tenant is entitled to a rent credit from October 2022 through December 2023. The Tenant is entitled to an ongoing \$4.50 rent credit until the mailbox is repaired.

Unfinished Kitchen and Dining Room

The evidence that the kitchen and dining room were reported to the Owner as unfinished and included in the move-in inspection report submitted to the Owner

⁶ O.M.C. Section 8.22.090(A)(3)(a) and Appeal Decision in Case No. T12-0332, Sherman v. Michelsen

on August 22, 2022, is undisputed. The Tenant's testimony that the unusable portion of the kitchen and dining room are estimated to be 134 square feet is undisputed. Thus, the Tenant is entitled to a rent credit for \$359.12 per month from October 2022 through December 2023. Thereafter, the Tenant is entitled to an ongoing rent credit for \$359.12 until the kitchen and dining room are repaired.

Unfinished Living Room

The evidence that the living room was reported to the Owner as unfinished and included in the move-in inspection report submitted to the Owner on August 22, 2022, is undisputed. The Tenant's testimony that the unusable portion of the living room is estimated to be 226 square feet is undisputed. Thus, the Tenant is entitled to a \$605.68 monthly rent credit from October 2022 through December 2023. The Tenant is entitled to an ongoing \$605.68 rent credit until the living room is repaired.

Unfinished Bathroom

The evidence that the bathroom was reported to the Owner as unfinished and included in the move-in inspection report submitted to the Owner on August 22, 2022, is undisputed. The Tenant's testimony that the unusable portion of the bathroom is estimated to be 40 square feet is undisputed. Thus, the Tenant is entitled to a \$107.20 monthly rent credit from October 2022 through December 2023. Thereafter, the Tenant is entitled to an ongoing rent credit for \$107.20 until the bathroom is repaired.

Bathroom Leak

The evidence that the bathroom leaked into the wall beginning in October 2022 and that the Owner attempted repair was undisputed, as was the evidence that the Owner offered compensation in the form of a rent credit for \$1,653.27.

Likewise, the uncontradicted evidence established that the Tenant was required to relocate for twelve days to allow for repair of the unit. The Tenant's undisputed testimony was that the cost of relocation was \$1,554.00. Thus, the Tenant is entitled to a rent credit of 1,554.00.

Unfinished Bedroom

The evidence that the bedroom was reported to the Owner as unfinished and included in the move-in inspection report submitted to the Owner on August 22, 2022, is undisputed. The Tenant's testimony that the unusable portion of the

bedroom is estimated to be 126 square feet is undisputed. Thus, the Tenant is entitled to a \$337.68 monthly rent credit from October 2022 through December 2023. The Tenant is entitled to an ongoing \$337.68 rent credit until the bathroom is repaired.

Elevator Vandalism

There is no dispute that the elevator was observed to be vandalized by human urine and feces. The Tenant's testimony is that this vandalism results from continuous elevator break-ins. The Tenant alleges the Owner is negligent in maintaining and operating elevator door locks and is alleged to have caused the vandalism. However, vandalism is an intervening criminal act over which the Owner has limited control. To justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, the loss of a service that is required to be provided by either law or a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the Tenant's unit. The Owner's failure to prevent criminal vandalism is insufficient to establish a claim of decreased housing services. Thus, the Tenant's claim is denied.

Neighbor Nuisance/Harassment/Domestic Violence/Pet Nuisance

Neighbors are an unfortunate but common problem faced by urban apartment dwellers. If an owner is told that some tenants are disturbing others in the building, the Owner's choices are limited. They may first try to resolve the situation through discussion. If that fails, eviction is the only lawful option.

O.M.C. 8.22.300, the "Just Cause for Eviction" Ordinance, states that an Owner may not recover possession of a residential rental unit unless there is "good cause." One such "good cause" is that a tenant "has continued, following written notice, to cease to be so disorderly as to destroy the peace and quiet of other tenants at the property."⁷ Therefore, to evict a tenant for disorderly behavior, an owner must file an Unlawful Detainer action and meet the standard of proof outlined in the Ordinance. The Tenant has not proven by a preponderance of the evidence that the neighbors' behavior has risen to the level where the Owner would probably prevail in an Unlawful Detainer action against them. Therefore, this claim is denied.

Further, this claim is essentially a loss of quiet enjoyment of the Tenant's unit. A California Court of Appeals considered the authority of the San Francisco Rent

⁷ O.M.C. Section 8.22.360.

Board.⁸ The Court decided that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature and specifically held that the loss of quiet enjoyment is not such a claim. (Larson, at p. 1281).

Heating

The evidence that the gas heating unit was reported to the Owner as broken and included in the move-in inspection report submitted to the Owner on August 26, 2022, is undisputed. The Tenant's testimony that the unusable portion of the The gas heater was repaired on April 26, 2023, and remains operable. The electric heater in the bathroom is operational.

Thus, the Tenant is entitled to a rent credit of 3% of the monthly rent, or \$58.35 per month, from October 2022 through April 2023, when the unit was repaired.

Mold

The evidence that mold was reported to the Owner and included in the move-in inspection report submitted to the Owner on August 26, 2022, is undisputed. Thus, the Tenant is entitled to a \$1.00 monthly rent credit from October 2022 through August 2023, when the mold was repaired.

Garage Door

The evidence that a pipe leaked feces on the garage door for twenty-two days and was reported to the Owner on November 14, 2022, is undisputed. The Tenant testified that a plumbing company was commissioned to repair the pipe leak and that the repair date of the leak was unknown. To grant a tenant's claim for decreased housing services, an owner must have notice of a problem and a reasonable opportunity to make needed repairs. There was no evidence that repairing the leaked pipe in twenty-two days was unreasonable. Accordingly, the Tenant's claim is denied.

Pest Control

The evidence that Small (baby) cockroaches were seen outside the subject unit but within the apartment complex on February 9, 2023, and reported to the Owner on the same day was uncontradicted. There was no testimony that the infestation breached the subject unit. Accordingly, the Tenant's claim is denied.

Incorrect Garage Assignment

⁸ Larson v. City and County of San Francisco, 192 Cal. App. 4th 1263 (2011)

That the Tenant was assigned the incorrect garage was undisputed. However, there was no evidence to establish that having access to a particular parking garage decreased housing services. Accordingly, the Tenant's claim is denied. Had the correct garage been assigned, time and money would not have been expended on reporting the pipe leaking feces and the subsequent clean-up. Additionally, the garage door broke twice.

Kitchen Electrical Breaker

The evidence that the kitchen breaker, microwave, microwave outlet, and hood fan were broken was reported to the Owner and partially repaired on October 3, 2022, which is undisputed. Thus, the Tenant is entitled to a \$1.00 rent credit per month from October 2022 through April 7, 2023, when all the electrical was repaired.

Security Cameras

On November 23, 2022, the security cameras were reported to the Owner as the property was undisputed. There was no evidence that the security cameras were operable at the inception of the tenancy. Therefore, the Tenant's claim is denied.

Bedroom Walk-in Closet

The Tenant discovered and reported the broken bedroom walk-in closet. On August 26, 2022, and included on the property move-in inspection report submitted to the Owner, was undisputed. The walk-in closet repairs were completed on October 3, 2022. At the move-in inspection, a thirty-day timeframe for repairs was agreed to. There was no evidence that the repair timeframe on the closet, which exceeded eight days, was unreasonable. Accordingly, the Tenant's claim is denied.

Broken Garage-J Door

The Garage J door was reported to the Owner as broken on February 16, 2023, which is undisputed. As an alternative to repairing the door, the Tenant was provided access to Garage-I on April 2, 2023. There was no evidence that the timeframe in which the alternative garage was provided was unreasonable. The Owner compensated the Tenant for not having access to the garage. Accordingly, the Tenant's claim is denied.

//

//

//

What, if any, restitution is owed to the Tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$1,945.00 per month. The Tenant is entitled to restitution for the overpayment of rent for decreased housing services through December 31, 2023.

Service Lost	From	To	VALUE OF LOST SERVICES		Decrease /month	No. of Months	Amount Overpaid
			Rent	% Rent Decrease			
Window	1-Oct-22	31-Dec-23	\$1,945.00	6%	\$116.70	15	\$1,749.54
Mailbox	1-Oct-22	31-Dec-23	\$1,945.00		\$4.50	15	\$67.46
Unfinished Kitchen and Dining Room	1-Oct-22	31-Dec-23	\$1,945.00		\$359.12	15	\$5,383.85
Unfinished Living Room	1-Oct-22	31-Dec-23	\$1,945.00		\$605.68	15	\$9,080.22
Unfinished Bathroom	1-Oct-22	31-Dec-23	\$1,945.00		\$107.20	15	\$1,607.12
Bathroom Leak relocation			\$1,945.00				\$1,554.00
Unfinished bedroom	1-Oct-22	31-Dec-23	\$1,945.00		\$337.68	15	\$5,062.42
Heat	1-Oct-22	30-Apr-23	\$1,945.00	3%	\$58.35	7	\$404.77
Mold	1-Oct-22	7-Aug-23	\$1,945.00		\$1.00	10	\$10.00
Kitchen Breaker	1-Oct-22	7-Apr-23	\$1,945.00		\$1.00	6	\$6.00
TOTAL LOST SERVICES							\$24,925.39
RESTITUTION							
MONTHLY RENT							\$1,945.00
TOTAL TO BE REPAID TO TENANT							\$24,925.39
TOTAL AS PERCENT OF MONTHLY RENT							1281.51%
AMORTIZED OVER				MO. BY REG. IS			
OR OVER 65				MONTHS BY HEARING OFFICE			
							\$383.47

The chart above indicates rent overpayments for decreased housing services valued at \$24,925.39. Restitution is usually awarded over a 12-month period, but extending the restitution period is proper when the Tenant is owed 1281.51% of the monthly rent.⁹ The restitution period is amortized over 65 months to allow for credit of the ongoing decreased housing services. The restitution amount is \$383.47 per month.

Therefore, the Tenant’s monthly restitution amount is subtracted from the current legal rent of \$1,945.00, less the rent credit for ongoing decreased housing services in the amount of \$1560.88. After 65 months, the rent will revert to the current legal rent.

//

⁹ Regulations Section 8.22.110(F)

ORDER

1. Petition T23-0075 is granted, in part.
2. The base rent for the subject unit is \$1,945.00.
3. The total overpayment by the Tenant is \$24,925.39 for past decreased housing services.
4. The Tenant's rent is stated below:

Base rent	\$ 1,945.00
Less restitution	\$ 383.47
Less ongoing decreased housing services	\$ 1,530.88
Net Rent	\$ 30.65

5. If the Owner wishes to, they can repay the restitution owed to the Tenant at any time. If they do so, the monthly restitution decreases when the Tenant is provided restitution.
6. When the Owner repairs the broken window, and upon property notice in accordance with Section 827 of the California Civil Code, the rent may be restored by \$116.70.
7. When the Owner provides a secure mailbox, and upon property notice in accordance with Section 827 of the California Civil Code, the rent may be restored by \$4.50.
8. When the Owner repairs the unfinished kitchen and dining room, and upon property notice in accordance with Section 827 of the California Civil Code, the rent may be restored by \$359.12.
9. When the Owner repairs the unfinished living room, and upon property notice in accordance with Section 827 of the California Civil Code, the rent may be restored by \$605.68.
10. When the Owner repairs the unfinished bathroom, and upon property notice in accordance with Section 827 of the California Civil Code, the rent may be restored by \$107.20.

11. When the Owner repairs the unfinished bedroom, and upon property notice in accordance with Section 827 of the California Civil Code, the rent may be restored by \$337.68.

12. Nothing in this order prevents the Owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 6 months after the Tenant is served with the RAP Notice in English, Spanish, and Chinese.

13. Nothing in this order prevents the Owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 12 months from the last rent increase.

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 seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: November 28, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T23-0075

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

Manager

Christina Nelson, Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Owner

Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551

Tenant

James Willis
260 Lee Street Unit 205
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 30, 2023** in Oakland, CA.

Brittni Jackson

Brittni Jackson
Oakland Rent Adjustment Program



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Melanie Godwin-Rozales		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 260 Lee St #205, Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) PO Box 2128 Livermore, CA 94550		Case Number T23-0075	Date of Decision appealed 11-28-23
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

- 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 the Owner's 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.)

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: 23.

- 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 December 14, 2023, 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	James Willis
Address	260 Lee St #205
City, State Zip	Oakland, CA 94610
Name	Larry Butac
Address	260 Lee St #205
City, State Zip	Oakland, CA 94610

<u>MM Rood</u>	12/14/23
----------------	----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

GODWIN PROPERTIES

P. O. Box 2128, Livermore, CA 94551 Tel. (925) 294-5860 Fax (925) 294-5841

December 8, 2023

City of Oakland
Rent Adjustment Program
250 Frank H Ogawa Plaza, Ste 5313
Oakland, CA 94612

This is a supplement to the appeal form, attached for case #T23-0075. We would like to appeal this decision for the following reasons:

1) **The decision is inconsistent with Rent Board Regulations.** Regulation 8.22.090(B) provides that owner may file a response to a petition and provide certain information to the Rent Board in support of that response. Owner Melanie Rosales timely submitted the required documentation but the hearing officer did not consider it stating that no response was filed. A proof of service of the response is attached showing proper and timely response. Regulation 8.22.010(E)(3)(e) and California Government Code 11513 provide in pertinent part that each party shall have the right to rebut evidence submitted against that party and to submit exhibits. The hearing officer refused to consider any evidence provided by Owner to rebut claims by Tenant on grounds that no response was filed when it had been. This is a violation of Regulations and California Government Code in two aspects: first, evidence to rebut is clearly allowed under 8.22.010(E)(3)(e) and second, it is manifestly unjust and an abuse of due process to refuse to entertain the submitted response.

2) **The decision violated Federal, State and Local Law.** The decision violates Federal, State and Local Law concerning due process. The United States Constitution Amendments 5 and 14 provide that no person shall be deprived of life, liberty, or property without due process of law. California State Constitution Section 7 similarly provides that no person shall be denied life, liberty, or property without due process of law nor denied equal protection of the laws. Owner was denied due process by not allowing submission of her response and exhibits thereto. Had the hearing examiner allowed introduction of owner response and testimony, the record would reflect that the RAP notice with all three languages was indeed provided to the tenant at lease inception. This would in and of itself greatly reduce the damages awarded by limiting time to 90 days rather than the entire tenancy or 15 months.

3) **The decision is not supported by substantial evidence.** Substantial means significant and important more than fleeting and foundation. As set forth in more detail in the appeal response, there was no reliable evidence provided by tenant as to amount of area affected as it went un rebutted by owner because the hearing officer would not allow rebuttal evidence. No evidence was heard concerning proper valuation of decrease in services.

4) **The Owner was denied Opportunity to Respond to Tenant's Claim.** Hearing officer refused to allow testimony by the owner and refused to consider the

000221

response to the tenant petition. Owner was shut down in all efforts to rebut unsupported allegations of Petitioner. For all reasons set forth above, the decision should be overruled and resubmitted for new hearing so that Owner is afforded proper opportunity to rebut claims made by petitioner.

Had hearing examiner reviewed response and allowed testimony by owner the decision would be manifestly different as follows:

1. **Repetitive Credits.** The hearing decision has duplicated the rent credit in certain areas. For example, the tenant is offered a rent credit for their window and heater, in addition to a rent credit for living room "unfinished work." Both the heater and window are in the living room and were listed under "unfinished work" on the tenants petition. This is a duplicate credit and we'd like the credit for unfinished living room to be removed or reduced. The heater and window are the largest items in this space. The remaining items outside the window and heater, were a screen, clip and a dirty furnace.

The hearing decision awarded the tenant \$1554 for the bathroom leak, stating that we offered them \$1,653.27. We didn't offer them this credit, but already gave the tenants this credit and credited their rent accordingly. The accounting is settled on this matter. We'd like this amount removed.

2. **Inflated Unusable Living Space.** The tenant is being awarded for 486 total sq. ft of unusable space and that is not true at all. Specific repairs listed on his petition should be the basis for reimbursement and the rent board should determine what percentage that is. It appears the hearing decision was based on the tenants arbitrary percentage per room he testified with at the hearing, regardless of whether that is a true determination of unused living space or not.

These are the items below that the tenant listed under "unfinished work" along with the tenants determination of unusable space.

Kitchen/Dining room, 134 sq ft listed as unusable: Backsplash missing caulking; Cabinet latches; Screen and clip - completed

Living room, 226 listed as unusable sq ft: One screen and clip - completed; Window doesn't close, Furnace left unclean, cleaned and repaired April 2023

Bedroom, 126 listed as unusable sq ft: Screen and clip, completed
Blind, completed Transition strip, completed, Paint splotches

We are disputing that 486 sq ft of living space is unusable, as well as the overlapping rent credits.

3. RAP Notice. I was questioned about the RAP notice, for which we always attach to every lease and it is attached here, with the tenants signatures and dated. I was confused and didn't realize I could add the attachment during the hearing, nor did I think about it once I was told I couldn't testify. The tenant testified that he did not receive the RAP notice in 3 languages and then proceeded to show our Godwin Properties RAP addendum, which he pasted into the chat. That document he pasted was not the RAP notice but a document our company adds to the lease acknowledging the RAP program. The official RAP notice the tenants received is attached with signatures, dated 8/20/2022.
4. Bias and Inequality. The hearing started off with notification that not only did the rent board not receive my response, which was mailed on time, with proof of service, and it attached, but was barring me from testifying during the hearing. The hearing officer claimed I was denied from testifying because my RAP response was not received. The tenants received theirs. I had a second hearing the following week and everyone received their copy as well. This was unjust and biased to say the least. I was never told, nor was it written that I would be denied to testify. I sat for 5 hours while the tenant was allowed to speak and I was denied that right. I was only able to cross examine, not an easy thing when I have never cross examined anyone before.

Upon cross examining, I was denied asking questions that were pertinent to the case. The hearing officer also led the petitioner during my cross examination. I asked what items in the kitchen or living room, bedroom, etc were not usable, but when challenged by the tenant, the hearing officer, essentially led me into not asking the question. When I tried to refer to the petition where the tenant listed each item as unusable in each room, as reference to show that the unusable space was far less than he said, I was told by the hearing officer, that the petition data wasn't part of the hearing. Items the tenant listed as broken or unfinished in their petition wasn't relevant? This question was relevant to show the unusable space was far less than was listed.

5. Lack of Due Process. This was not a fair hearing by any means. I was not allowed to testify, sat for 5 hours while the tenant testified and then was silenced when trying to cross examine. Had I been able to testify, I would've said the window panes were never broken, but 7 of the 17 or so panels didn't close properly, mere millimeters of space was left open. There were no broken panes. The heater was not broken but didn't work as efficiently as the tenant liked. I also never saw the hearing officer's face. They had their camera off the entire time. I find this very unprofessional and questionable. My hearing a week later showed the officer's face clearly.

Since the hearing, we've tried to gain access to the unit to check the leak and replace the window and were denied access unless we credited the tenant for repairs. However the tenant has recently told us the leak is contained.

The window has been replaced with a brand new window, however we had to contact the city twice to ask for more time because the tenant denied us access, forcing us to serve him a 3 day notice to cease.

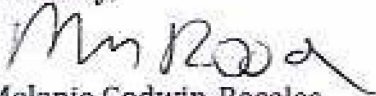
Cosmetic or not, we have no problems going in and taking care of these items and have tried to several times, but this is an abundantly inflated amount of unusable space.

We appeal the entire decision and request another hearing, where we are able to testify fully, where our rights are not diminished due to paperwork and where we can reasonably come up with a more reasonable percentage, as these appear to be based on an arbitrary percentage of space the tenant came up and the board willingly agreed with, I assume without inspecting the unit themselves.

As an Oakland landlord, operating in the city for over 40 years, I can honestly say this is the most awful experience we've ever had. This tactic designed to silence our voice and use inconsequential items, like not receiving my response, as a way to quell testimony and debate, while later listing the tenants petition as "undisputed" is bad business. We feel we were not given due process, per federal and California law.

We have always trusted and understood the need for the Rent Program and have been upstanding owners for many years, but this current situation is a blatant abuse of an overall good system designed to assist tenants and keep landlords in check. This is not the way for Oakland renters and owners to come to better terms and work with each other.

Sincerely,



Melanie Godwin-Rosales
Godwin Properties

Attachments:

1. Our original response to the petition, plus proof of service, dated 6/26/23
1. Actual RAP signed handout, not new evidence, it was brought up during the hearing, 1st page and signature page, signed 8/20/22
2. Tenant maintenance requests, with actual items listed for "unfinished work". Also not new evidence, tenant listed all these items in their original petition.



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

CASE NUMBER T - _____

PROPERTY OWNER RESPONSE TO TENANT PETITION

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

Rental Unit Information

260 Street Number Lee St. Street Name 205 Unit Number Oakland, CA 94610 Zip Code

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

Type of unit(s) (check one): Single family home Condominium Apartment, room, or live-work
Number of units on property: 15
Date acquired property: 2005

Case number(s) of any relevant prior Rent Adjustment case(s): no

Tenant Information

Name of Tenant Petitioner(s): James Willis and Larry Butac

Date tenant(s) moved into rental unit: 8/26/22 Initial rent amount: \$ 1945 Is/are tenant(s) current on rent? Yes No

Property Owner Information

Larry First Name Godwin Last Name
Company/LLC/LP (if applicable): Godwin Properties
Mailing address: PO Box 2128 Livermore, CA 94551
Primary Telephone: 925 299 5860 Other Telephone: _____ Email: godwinprop@aol.com

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

Melanie First Name Rosales Last Name _____ Firm/Organization (if any)
Mailing Address: same
Phone Number: _____ Email: _____

5

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below.</p> <p><input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>8/26/22</u></p> <p><input type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p>

PROPERTY OWNER CLAIM OF EXEMPTION

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

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). *If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.*
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 3. Was the prior tenant evicted for cause?
 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 6. Did the petitioning tenant have roommates when he/she moved in?
 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. *(Attach documentation.)*
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. *(Attach copy of Certificate of Occupancy.)*
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. *(Attach copy of Certificate of Exemption.)*
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. *(Attach documentation.)*

86

RESPONSE TO TENANT PETITION

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

A. Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
		\$	\$	<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 the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

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

B. Decreased Housing Services

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

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

C. Other

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

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

OWNER VERIFICATION

(Required)

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


Property Owner 1 Signature

6/26/23
Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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


Property Owner Signature

6/26/23
Date

INTERPRETATION SERVICES

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

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

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

-END OF RESPONSE-

108



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 06/26/23 I served a copy of (check all that apply):

PROPERTY OWNER RESPONSE TO TENANT PETITION plus 8 attached pages
 (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)

Other: _____

by the following means (check one):

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

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

PERSON(S) SERVED:

Name	James Willis
Address	260 Lee St #205
City, State, Zip	Oakland, CA 94610

Name	Lenny Butar
Address	260 Lee St #205
City, State, Zip	Oakland, CA 94610

9

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

Chris Rosales

PRINTED NAME

CR Rosales

SIGNATURE

6/26/23

DATE SIGNED



10

GODWIN PROPERTIES

P. O. Box 2128, Livermore, CA 94551 Tel. (925) 294-8866 Fax (925) 294-5841

June 21, 2023

City of Oakland
Rent Adjustment Program
250 Frank H Ogawa Plaza, Ste 5313
Oakland, CA 94612

This is a supplemental document as part of our petition response enclosed, addressing only those items that were still pending at the time of the petition.

I will say that although the tenants imply these items were ignored for 7+ months, both tenants had access to our maintenance portal and communicating via text with us through that system from the time they moved in. This portal was listed in our lease, as well as attached as an addendum. With the exception of a couple of emails we saw, they did not use the maintenance portal to submit any of these requests until March 2023.

Item 1: Bathroom ceiling leak was found and repaired from 6/16-23, roughly. The wall was cut, leak repaired, sheet rocked, painted and cleaned. As compensation, we offered the tenants' their daily rate of rent, \$64.84 for the duration of the repair, 6/15 until completion as well as 6% off their rent for 7.5 months due to the delay in the repair. This total is roughly, \$875.25, plus at least 5 days of rent at \$84.84, totaling an estimate of \$1199.45 compensation.

On-site manager still working inside the unit to fix the faucet and repair an additional leak in the ceiling. This repair is underway.
*attachment

2. Heating was inspected and repaired in April 2023. We credited a total of \$106.85 to the tenants.

3. Window doesn't fully close and we are planning to replace it once the bathroom leak is repaired.

4. Need to talk to tenant. Don't know what this is.

5. Completed

6. Tenants update, pest company came but didn't get in to spray. We will arrange this again.



||

000231

7. Asking for update from the tenants.
8. Completed.
9. Will replace screen and need update on the rest, In process
10. In process
11. In process
12. In process
13. Completed
15. We have secured the elevator with a lock to deter more break-ins.
16. Repaired
17. Completed
- 18/19 Addressed

Any questions, please call our office at 925/294-5860

Sincerely,



Melanie Godwin-Rosales
Godwin Properties

Attachement 1

~~12~~ 12

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00092930

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA WILSON MARY J ETAL

BUSINESS LOCATION 260 LEB ST
OAKLAND, CA 94610-4252

BUSINESS TYPE 02 Rental - Apartment

EXPIRATION DATE
12/31/2023



Starting January 1, 2021, Assembly Bill 1677 requires the provision of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <http://www.dca.ca.gov/publications>



WILSON MARY J ETAL
GODWIN PROPERTIES
PO BOX 2128
LIVERMORE, CA 94551-2128

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.

FULL PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED!

000233

13

Guest

[Home](#) [Report a Problem](#)

[Find Account](#) → [Registration](#) → [Calculation](#) → [Payment](#) → [Receipt](#)

Account # 00092930
WILSON MARY 1 ETAL

Business License Online Renewal 

PRINT THIS PAGE FOR YOUR RECORD

The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 228-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date 4/13/2023
Confirmation # 327829 (3849290947)


Account Information

Account # 00092930
Expire Date 12/31/2023
Name WILSON MARY 1 ETAL
Address 260 LEE ST
City OAKLAND
Phone (925) 294-5860

Summary

	Input	Amount
Tax Calculation		
Current Year Business Tax - Residential/Non-Residential Rental	266,466	\$3,717.20
BT 581185 (A81378)	1	\$4.00
BT Recordation and Tech	1	\$4.50
Total # of Employees, Excluding Owners - report only employees that work within Oakland	1	\$5.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	15	\$1,515.00
Total Due		\$5,245.70
Payment Information		
Bank Account #		x8152
Payment Amount		\$5,245.70

After printing or saving this page for your records, you may close this browser window/tab.

 14

Godwin Properties

PO Box 2128 • Livermore, CA 94551
925/294-5880

10. NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

10.1 CITY OF OAKLAND

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

Community and Economic Development Agency

Rent Adjustment Program

(510) 238-3721

FAX (510) 238-3691

TDD (510) 238-3254

10.2 NOTICE

The City of Oakland has a Residential Rent Adjustment Program (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 Rent Adjustment Program office. This Program limits rent increases and changes in tenancy terms for covered residential rental property in Oakland.

You have a right to file a petition with the Rent Adjustment Program to contest rent increases which are greater than the annual general rent increase (the CPI increase). A landlord can increase rents more than the CPI increase for certain costs increases including: 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 current annual increase is online at <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html> or call the office.

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 your petition within sixty (60) days after first receiving written notice of the Residential Rent Adjustment Program using the Rent Program's form, or within sixty (60) days of receiving a notice of rent increase or change in 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, including the contested increase, until you file your petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage, but only if the CPI increase amount has been set out separately on the notice of rent increase. If it has not been separately stated, you must only pay the rent you were paying before the rent increase notice.

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.

In most Rent Units, Oakland does not permit evictions except where the landlord has certain just causes to evict. The just causes that allow a landlord to evict a tenant include: non-payment of rent, breach of the rental agreement, using the Rent Unit for illegal activities, damage to the Rental Unit, move-in by the landlord or the landlord's relative, and major code related repairs.

Oakland charges landlords a \$24 per unit Rent Program Service Fee. The landlord is entitled to get half of the fee (\$12) per unit from you. The \$12 you pay for the annual fee is not part of the rent.

The Oakland Municipal Code requires 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. See the Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) for more information.

I received a copy of this notice on 08/26/2022

15

By signing below, you acknowledge and agree to the terms in Section 10.

X *Larry John Butac Jr*

Lessee

IP Address: 73.202.93.93
08/20/2022 09:59pm PDT

X *James Ray Willis*

Lessee

IP Address: 73.202.93.93
08/20/2022 10:14pm PDT

Ad 16



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
 TOD (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/ohca/ra/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner is / is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____

(Date)

(Tenant's signature)

此份通告 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Revised 2/10/17

17

Godwin Properties

PO Box 2128 • Livermore, CA 94551
925/294-5660

13

Oakland_Rent_Pgrm._Mult_Lanugage_.pdf

X *Larry John Butac Jr*

Lessee

IP Address: 73.202.93.93
08/20/2022 09:59pm PDT

X *James Ray Willis*

Lessor

IP Address: 73.202.93.93
08/20/2022 10:14pm PDT

18

[« Back to search results](#)

Service Request #1197 [Edit](#)

RESIDENT

Description

Unfinished Work-Living Room. Living room window needs a screen and screen holders. Window does not fully close. Counter is missing a countertop. A mirror is used to cover the hole. Furnace was left unclean.

Created on: 03/27/2023

Created by: James R. Willis

Priority: Normal

Permission to enter: Yes

Recent Work Orders for Unit:

0 Open

PROPERTY Monte Lee - 205	OWNER Godwin Properties-Wilson Acct	RESIDENT James R. Willis
------------------------------------	--	------------------------------------

1 Work Order [Add](#)

Work Order #1197-1 **NEW**

4/11/2023

Job Description

Unfinished Work-Living Room. Living room window needs a screen and screen holders. Window does not fully close. Counter is missing a countertop. A mirror is used to cover the hole. Furnace was left unclean.

[Print](#)

[Text](#)

[Email](#)

Owner approved: No

Estimates

FEEDBACK

[Request Owner Approval](#)

There are no estimates at this time.

[Request Estimate\(s\) from Vendor](#) or [Enter Estimates](#)

Vendor Trade

No Trade Assigned

Portal Uploaded Images

19

[« Back to search results](#)

Service Request #1196 [Edit](#)

RESIDENT

Description

→ Unfinished Work-Kitchen/Dining Area. Kitchen window needs a screen, blinds, and screen clips. Cabinetry is missing latches. Backsplash is missing caulking.

Created on: 03/27/2023

Created by: James R. Willis

Priority: Normal

Permission to enter: Yes

Recent Work Orders for Unit:

0 Open

PROPERTY Monte Lee - 205	OWNER Godwin Properties-Wilson Acct	RESIDENT James R. Willis
------------------------------------	--	------------------------------------

1 Work Order [Add](#)

Work Order #1196 NEW

[« Back](#)

Job Description

Unfinished Work-Kitchen/Dining Area. Kitchen window needs a screen, blinds, and screen clips. Cabinetry is missing latches. Backsplash is missing caulking.

[Print](#)

[Text](#)

[Email](#)

Owner approved: No

Estimates

[FEEDBACK](#)

[Request Owner Approval](#)

There are no estimates at this time.

[Request Estimate\(s\) from Vendor](#) or [Enter Estimates](#)

Vendor Trade

No Trade Assigned

Portal Uploaded Images

 20

000240

Service Request #1199 [Edit](#)

RESIDENT

Description

→ Unfinished Work-Bedroom. Bedroom window needs a screen, blinds, and screen clips. No transition strips at bedroom door or closet door. Bedroom door is also misaligned and doesn't close properly. Ceiling paint spots are incomplete.

Created on: 03/27/2023

Created by: James R. Willis

Priority: Normal

Permission to enter: Yes

Recent Work Orders for Unit:

0 Open

PROPERTY Monte Lee - 205	OWNER Godwin Properties-Wilson Acct	RESIDENT James R. Willis
------------------------------------	--	------------------------------------

1 Work Order [Add](#)

Work Order #1199 NEW

ACTIVE

Job Description

Unfinished Work-Bedroom. Bedroom window needs a screen, blinds, and screen clips. No transition strips at bedroom door or closet door. Bedroom door is also misaligned and doesn't close properly. Ceiling paint spots are incomplete.

[Print](#)

[Text](#)

[Email](#)

Owner approved: No

Estimates

[FEEDBACK](#)

[Request Owner Approval](#)

There are no estimates at this time.

[Request Estimate\(s\) from Vendor](#) or [Enter Estimates](#)

Vendor Trade

No Trade Assigned

Portal Uploaded Images

AS 21

[« Back to search results](#)

Service Request #1198 [Edit](#)

RESIDENT

Description

→ Unfinished Work-Bathroom. Painting of walls, ceiling, and door left unfinished. No caulk between floor and bathtub. One towel rack is weak and faulty. Bathroom heater was left uncleaned. Unable to use face bowl stopper in sink because the lever behind the faucet can't be lifted; the lever is fleshed with the granite. Hood fan needs cleaning and bugs fall from the hood fan into the sink.

Created on: 03/27/2023

Created by: James R. Willis

Priority: Normal

Permission to enter: Yes

Recent Work Orders for Unit:

0 Open

PROPERTY Monte Lee - 205	OWNER Godwin Properties-Wilson Acct	RESIDENT James R. Willis
------------------------------------	--	------------------------------------

1 Work Order [Add](#)

Work Order #1198-1 **NEW**

[Action](#)

Job Description

[Print](#)

[Text](#)

[Email](#)

Unfinished Work-Bathroom. Painting of walls, ceiling, and door left unfinished. No caulk between floor and bathtub. One towel rack is weak and faulty. Bathroom heater was left uncleaned. Unable to use face bowl stopper in sink because the lever behind the faucet can't be lifted; the lever is fleshed with the granite. Hood fan needs cleaning and bugs fall from the hood fan into the sink.

Owner approved: No

Estimates


[FEEDBACK](#)

[Request Owner Approval](#)

There are no estimates at this time.

[Request Estimate\(s\) from Vendor](#) or [Enter Estimates](#)

Vendor Trade



000242

**Proof of service
Case #T23-0075**

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.

Today, I served the attached documents listed below by placing a true copy in the City of Livermore post office mail collection, located at 220 S. Livermore Avenue, Livermore, CA 94550, as well as placing a true copy at the Oakland Rent Adjustment Program office drop off.

Documents included:

Hearing decision appeal and supporting documents

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


Tenants:

James Willis
260 Lee St #205
Oakland, CA 94610

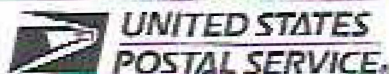
And

Larry Butac
260 Lee St #205
Oakland, CA 94610

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 14, 2023 in Livermore, CA.



Christian Rosales



Certificate Of Mailing

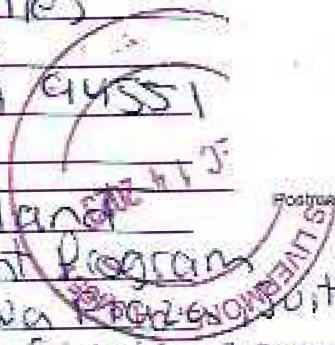
This Certificate of Mailing provides evidence that mail has been presented to USPS for mailing. This form may be used for domestic and international mail.

From: Godwin Popastro's
PO Box 2128
Livermore, CA 94551



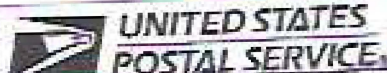
RDC 99

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



Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mail

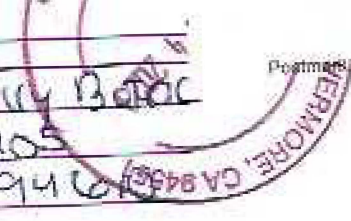
This Certificate of Mailing provides evidence that mail has been presented to USPS for mailing. This form may be used for domestic and international mail.

From: Godwin Popastro's
PO Box 2128
Livermore, CA 94551



RDC 99

To: James Willis/Larry Bator
260 Lee St #205
Oakland, CA 94612



Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name James Willis, Larry Butac	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 260 Lee Street, Unit 205 Oakland, CA 94610	
Appellant's Mailing Address (For receipt of notices) 260 Lee Street, Unit 205 Oakland, CA 94610	Case Number T23-0075
	Date of Decision appealed
Name of Representative (if any)	Representative's Mailing Address (For notices)

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

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

- 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 the Owner's 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.)

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: 12.

- 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 December 20th., 2023, 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	Melanie Godwin-Rosales, Godwin Properties
Address	PO Box 2128
City, State Zip	Livermore, CA 94551
Name	
Address	
City, State Zip	

	12/20/2023
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

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 responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 15 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 20 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional 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 that you want the Board to review must be pre-designated to Rent Adjustment Staff.



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: T23-0075 Petitioners' Appeal (insert name of document served) and
 And Additional Documents

(write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales, Godwin Properties
Address	P0 Box 2128
City, State, Zip	Livermore, CA 94551
Email Address	godwinprop@aol.com

Name	Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243
Email Address	rap@oaklandca.gov

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 12/20/2023 (insert date served).

James Willis, Larry Butac

PRINT YOUR NAME

James Willis Larry Butac

SIGNATURE

12/20/2023

DATE

CASE NUMBER: T23-0075 Petitioners' Appeal

A public records request (23-12288) was submitted to provide the Board with a copy of the hearing recording sections that are highlighted in gray below.

Hearing Recording: (3 hours and 40 minutes)

https://us02web.zoom.us/rec/share/PASYB1FKhaXdaGGfAM4nauj4pp_oECte_DyisE1Ni81LiAj7EW3eOuV8O_a2U_G-.0AE0E_iJ2DZkSxm Passcode: %9030c.U

Grounds for Appeal

1) There are math/clerical errors that require the Hearing Decision to be updated.

Clerical Errors: 2.

Clerical Error 1-The move in date.

1. On page 2 of the HEARING DECISION under EVIDENCE and James Willis, states "He moved into the subject property on August 20, 2022."

He moved into the subject property on August 20, 2022. The subject unit is a one-bedroom, one-bathroom, which, including the patio, is 725 square feet and was advertised as such. The rent for the subject unit is \$1,945.00² per month, and the payments are current.

2. The Petitioners moved in on August 26, 2022.

On page 1 of the TENANT PETITION form, under the "Rental Unit Information" section, states "Move-in Date: 08/26/2022"

Rental Unit Information				
260	LEE STREET	205	Oakland, CA	94610
Street Number	Street Name	Unit Number	Zip Code	
Move-in Date: <u>08/26/2022</u>		Initial Rent at Move-In: \$ <u>1945.00</u>		Current Rent: \$ <u>1945.00</u>

3. There is a miscommunication between the audio and transcript. At 00:11:45 when the Hearing Officer asked, "and according to the petition, you moved into

the unit in August of 2022. Is that correct?” Zoom transcribed the date as “August 20 22.”

4. The Petitioners request the Board to please review transcript Line 113 and listen to timestamp 13 00:11:45.890 --> 00:11:53.470 section of the hearing audio recording.

Clerical Error 2-The pest issue evidence summary.

1. On page 8 of the HEARING DECISION under EVIDENCE and Pest Control states,

Pest Control

Small (baby) cockroaches were seen outside the subject unit but within the apartment complex on February 9, 2023, and was reported to the Owner on the same day. The pest issue was resolved on July 21, 2023. Pest control suggested a door seal as a preventive measure to keep pests out of the property unit.

The request for compensation is \$631.00, calculated at 6% of the monthly rental amount for the 5.32 months and \$9.90 for the cost of the door seal.

2. On page 15 of the HEARING DECISION under **FINDINGS OF FACT AND CONCLUSIONS OF LAW** under Pest Control states,

Pest Control

The evidence that Small (baby) cockroaches were seen outside the subject unit but within the apartment complex on February 9, 2023, and reported to the Owner on the same day was uncontradicted. There was no testimony that the infestation breached the subject unit. Accordingly, the Tenant’s claim is denied.

3. The Petitioner did not mention seeing cockroaches outside the unit at any point in the evidence or during the hearing. The Petitioner mentioned during the

hearing that there were baby roaches, but did not see large, mother roaches. Vector Control recommended the door seal as a preventative measure.

4. The decision to not grant the pest issue may have been made based on a misunderstanding of what was said during the hearing or what Zoom transcribed.

5. The Petitioners request that the Board please review transcript lines 1321 through 1355 and listen to **time stamps 02:26:29.340 through 02:30:09.570 section** of the hearing audio recording.

6. On the 87th page of the Tenant Petition Attachment, contains the maintenance request for the Pest Issue on 02/09/2023 in the Owner's online portal.

5/26/23, 3:50 AM Godwin Properties - Maintenance

[This request was received on 03/16/2023.](#)
[View details](#)
[Request Cancellation](#)

RECEIVED

[Baby Pest Issue](#)
[Requested by You on 02/09/2023 7:16AM](#)

[Maintenance Request #1156-1](#)

[This request was received on 02/09/2023.](#)
[View details](#)
[Request Cancellation](#)

8. The Petitioners had to endure the pest issue for 5.32 months (162 days); that's more than 5 times the 30 day reasonable time period to remedy this issue.

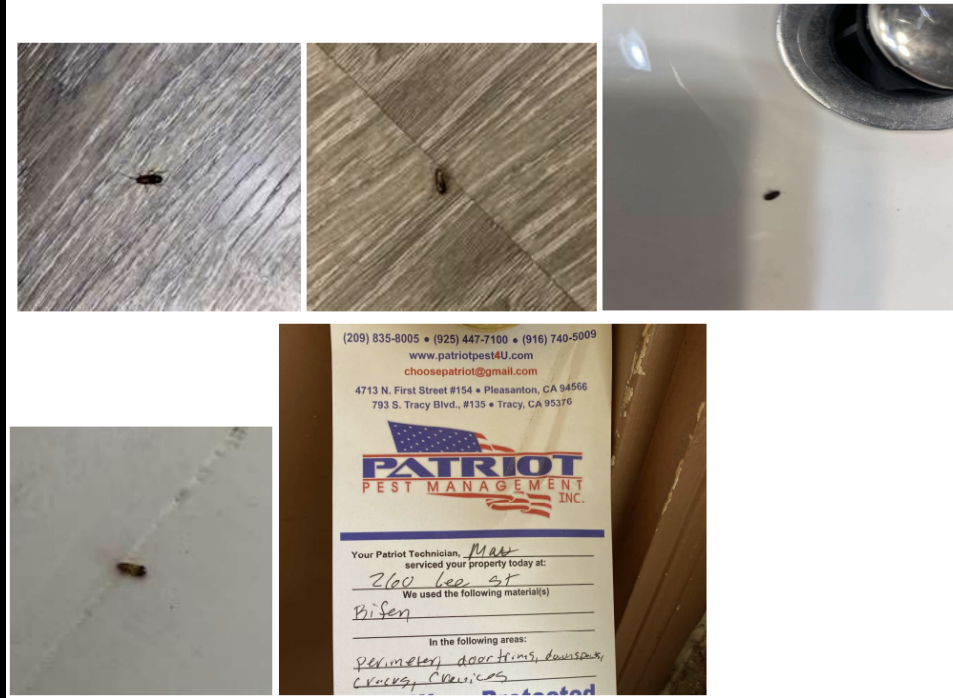
9. The upstairs tenant, in unit 305, had roaches as well.

10. Photographic evidence of pests within the unit was provided on pages 3-5 of the Tenant Petition Attachment and pages 11 and 12 of the Updated Petition Attachment.

NOTES: There are what appears to be baby roaches or wood bugs inside the apartment unit. Mountings were discovered inside the kitchen cabinets. There are also cracks/access points inside the wood of the kitchen cabinetry. Also, there are bugs that fall from the bathroom fan into

4

the face bowl/sink. Pest Control has not called nor visited the unit but there was a card hanger on the washroom door on Monday, 04/03/2023. (photo attached). They visited the property and treated the outside but did not call the Tenant nor come inside the Tenant's unit. Alameda County Vector Control Biologist visited the unit on 05/16/2023 and verified that the insects in the photos are cockroaches. Insect casings were located in the dishware kitchen cabinet. MAINTENANCE TICKET #: 1156-1; Photos attached. Attached photos to online maintenance portal. Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.



LENGTH OF TIME: 5.32 months/162 days

STATUS: Complete.

UPDATE(S): Patriot Pest Management sprayed and laid traps inside of the unit on 07/21/2023.

MAINTENANCE TICKET(S) #: 1156-1; Photos attached. Attached photos to online maintenance portal. Communication with Property Manager, Christina Nelson and Property owner, Melanie Godwin-Rosales via email/text messages.

ESTIMATE(S): \$631.

Door insulation-\$9.90.

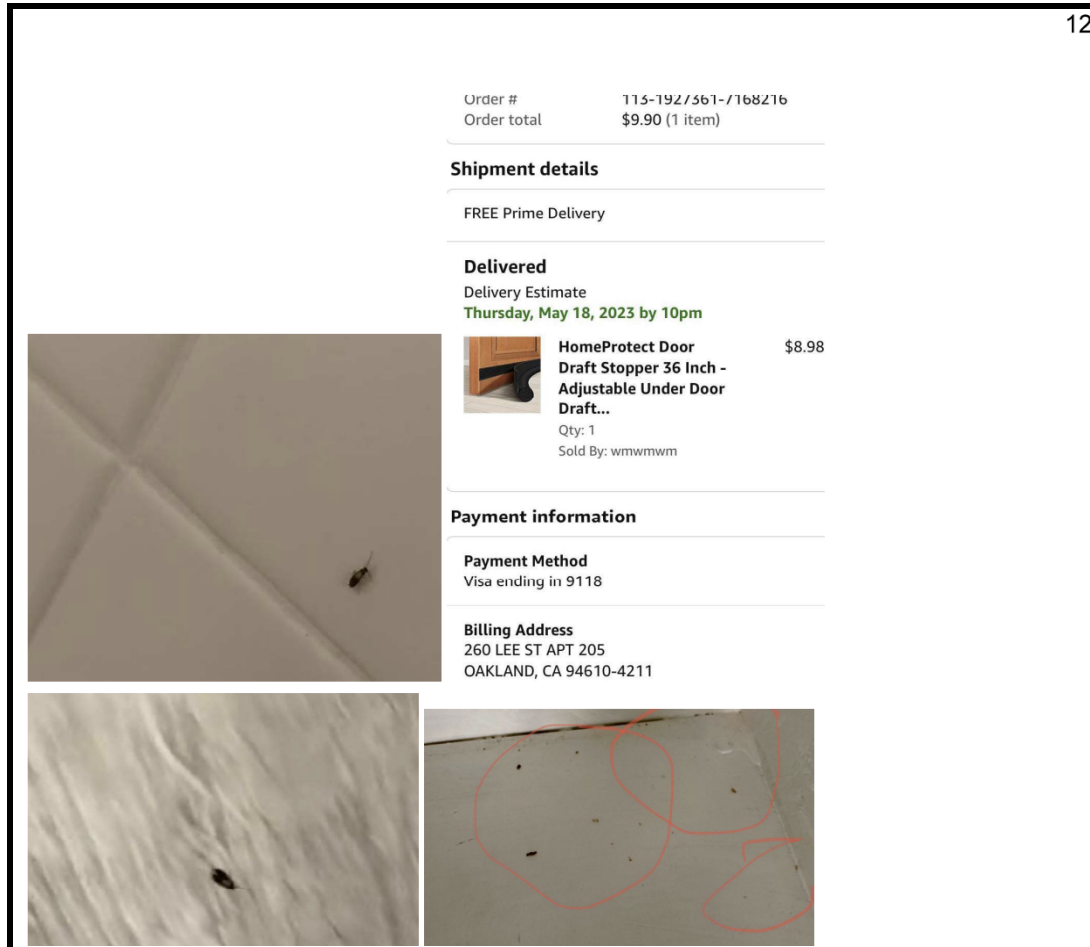
\$1945 rent times 6% interest rate equals \$116.70.

\$116.70 interest times 5.32 months equals \$620.84.

\$620.84 plus \$9.90 door insulation equals \$630.74.

SUPPORTING EVIDENCE:





11. The Petitioner also emailed videos of the pest to the Owner on 07/08/2022 and 07/10/2023 in addition to the photos uploaded to the Owner's maintenance portal 02/09/2023. Video evidence is not an accepted format file type for submitting evidence to the online OakApp portal for the Rent Adjustment Program.

12. The \$9.90 cost of the door seal was already included in the \$631.

13. After reviewing all the pest issue evidence and the audio hearing recording section, the Petitioners requests that the Board to grant the pest issue, in full or part, portion amount (\$631) on page 1 of the Updated Petition Attachment supporting document from the OakApp portal.

2) Appealing the decision for the grounds below:

h) Other.

Others: 4.

Other 1-A request to reassess the Net Rent Amount from \$30.65 to \$0.

1. On page 18 of the HEARING DECISION under the **ORDER** section 4 states,

Net Rent	\$ 30.65
----------	----------

2. There is enough restitution to cover the \$30.65.

Other 2-A request that the order includes a reassessment of the amortization period, upon all completed repairs and proper notice.

1. If all the repairs become complete and upon proper notice in accordance with Section 827 of the California Civil Code, the amortization period could substantially decrease.

2. The overpayment could be readjusted to fit a 12-month period or closer to a 12-month period.

Other 3-The Owner has not complied with the City of Oakland Mandatory Soft Story Retrofit Program-Municipal Ordinance No. 13516.

1. “The City of Oakland’s Soft Story Retrofit Program works to save lives by strengthening buildings with large ground-floor openings that are particularly prone to collapse during an earthquake. The ordinance requires residential property owners to strengthen vulnerable buildings with seismic retrofits.” The City of Oakland is lauded for its efforts to enhance the structural integrity of buildings, ultimately safeguarding lives in the event of an earthquake.

2. Municipal Ordinance No. 13516 came into effect on January 22, 2019—1,793 days or 4.91 years ago.

3. 260 Lee Street is currently classified in Compliance Tier 3 of the **City of Oakland Mandatory Soft Story Retrofit Program**, despite having 15 dwelling units. Compliance Tier 2 is designated for buildings with 5-19 dwelling units. 260 Lee Street is categorized in Compliance Tier 3 instead of Tier 2 because it was reported by the City of Oakland that the property meets the criteria of the Ordinance, but it was not listed in Oakland's mandatory screening program of 2009-2010. The property received Tier 3 status since the property joined the list of buildings in the past few years.

4. Compliance Tier 3's deadline, 02/21/2023, to perform mandatory evaluation and submit initial affidavit of compliance (15.27.050 C. and E.) passed; 303 days/9.96 months ago. This also means that the remaining compliance steps have not been fulfilled-

- A. Obtain a retrofit permit or submit Target Story evaluation report. (15.27.050 D.1. or D.2.)
- B. Perform retrofit work and obtain approval on final inspection; submit final affidavit of compliance. (15.27.050 D.3. and E.)

5. The List of Buildings for City of Oakland Mandatory Soft Story Retrofit Program was last updated August 2023. 260 Lee Street has a blank status; that is neither compiled nor exempt.

<https://cao-94612.s3.us-west-2.amazonaws.com/documents/List-of-Subject-Properties-as-of-Aug-2023.pdf> The empty status signifies that action is required. The current property owner must address the program's requirements.

5467 LAWTON AVE	3	Exempt
245 LEE ST	2	Exempt
260 LEE ST	3	
264 LEE ST	2	Exempt
265 LEE ST	2	Exempt
275 LEE ST	1-NR	
276 LEE ST	2	

17 of 26

6. On page 83 of 133 or page 1/7 of the Petition Attachments under the **Maintenance and Maintenance Requests** section, the Petitioners submitted an online maintenance request on 05/08/2023 to the Owner’s online portal regarding seismically retrofitting the building.

[Skip to main content](#)

Hello

[James Willis](#)

- [Home](#)
- [Payments](#)
- [Maintenance](#)
- [Contact Us](#)
- [Shared Documents](#)
- [Insurance](#)
- [Property Details](#)
- [Account Profile](#)
- [Help](#)
- [Log Out](#)

Property Address 260 Lee Street, #205, Oakland, CA 94610 [Log Out](#)

[menu](#)

Maintenance

Maintenance Requests

[Request Maintenance](#)

RECEIVED

[Hello Godwin Properties,](#)

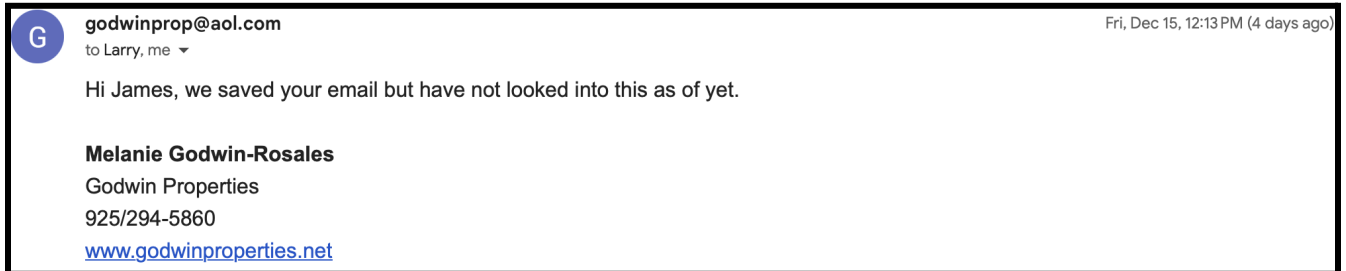
[The soft-story building we reside in, 260 Lee Street, Oakland, CA 94610, has not been seismically retrofitted. While connecting with Sarah from SPUR \(the San Francisco Bay Area Planning and Urban Research Association\), I was informed that the city of Oakland has funding available for landlords to conduct these retrofits. Please see link below and please look into this asap because there are deadlines and The Bay Area is past due for a major earthquake. There are 2 additional programs for funding at the bottom of the link's page. <https://www.oaklandca.gov/news/2023/grants-up-to-13k-for-earthquake-retrofits-of-soft-story-homes> Requested by You on 05/08/2023 6:03PM](#)

[Maintenance Request #1230-1](#)

[This request was received on 05/08/2023.](#)

7. After contacting the City of Oakland Mandatory Soft Story Retrofit Program and SPUR (San Francisco Bay Area Planning and Urban Research Association), the Petitioners emailed the Owner on 05/08/2023 and 12/04/2023.

8. On 12/15/2023 at 12:13pm, the Owner emailed the Petitioner in reference to the seismic retrofitting saying, "...we saved your email but have not looked into this as of yet."



9. "Given Oakland's location along the Hayward Fault, seismic strengthening of buildings—known as seismic retrofitting—can not only save lives, but also housing stock, better enabling Oakland to withstand the short- and long-term effects of a major disaster."

Other 4-The length of the amortization period poses a risk to the Petitioners' well-being and safety.

1. On page 17 of the HEARING DECISION the amortization period is 65 months (5.42 years).

AMORTIZED OVER	
OR OVER	65 MONTHS

2. The length of the amortization period of the overpayments would require the Petitioners to remain in a collapsed prone building, risking their safety and well-being.

3. The length of the amortization period presumes that the Owner will comply with the Municipal Ordinance No. 13516 and thereby insuring the Petitioners'

safety and welfare. As the Owner has not complied, the building is still prone to collapsing during an earthquake.

4. The length of the amortization period also presumes that the Petitioners will remain residents at the property for 65 months or 5.42 years.



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: T23-0075 Petitioners' Appeal (insert name of document served) and
 And Additional Documents
 (write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales, Godwin Properties
Address	P0 Box 2128
City, State, Zip	Livermore, CA 94551
Email Address	godwinprop@aol.com

Name	Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243
Email Address	rap@oaklandca.gov

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 12/ 20/ 2023 (insert date served).

James Willis, Larry Butac

PRINT YOUR NAME

SIGNATURE

12/20/2023

DATE



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: T23-0075 Petitioners' Appeal (insert name of document served) and
 And Additional Documents

(write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales, Godwin Properties
Address	P0 Box 2128
City, State, Zip	Livermore, CA 94551
Email Address	godwinprop@aol.com

Name	Rent Adjustment Program, Hearings Unit
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243
Email Address	hearingsunit@oaklandca.gov

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 12/20/2023 (insert date served).

James Willis, Larry Butac

PRINT YOUR NAME

James Willis Larry Butac

SIGNATURE

12/20/2023

DATE

T23-0075 Petitioners' Response to Owner's Appeal

The Petitioners received the Owner's Appeal to the Hearing Officer's Decision via USPS mail on Monday, December 18, 2023. A public records request was submitted to provide the Board with a copy of the hearing recording for the sections that are highlighted in gray below. The audio will be released under request 23-12361.

Hearing Recording: (3 hours and 40 minutes)

https://us02web.zoom.us/rec/share/PASYB1FKhaXdaGGfAM4nauj4pp_oECte_DyisE1Ni81LiAj7EW3eOuV8O_a2U_G-.0AE0E_iIJ2DZkSxm

Passcode: %9030c.U

Introduction-

The Petitioners' refute all of the Owner's grounds for appeal below-

1. 2) a) The decision is inconsistent with the OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.
2. d) The decision violates federal, state, or local law.
3. e) The decision is not supported by substantial evidence.
4. f) They were denied a sufficient opportunity to present their claim or respond to the Petitioners' claim.

Issue 1 Presented by the Owner-

The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.

Issue 1 Response from the Petitioners-

The decision is consistent with the OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. The Owner did not submit all the required documentation. The Owner was provided an opportunity to cross-examine the Petitioner's Testimony and evidence presented.

1. The Owner had the following opportunities-

A. To contact a Housing Counselor to review their Response before submitting.

On page 1 of the PROPERTY OWNER RESPONSE TO TENANT PETITION form states, **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.**

One page 1 of the IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE information sheet states, **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING**

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

B. Seek representation, Attorney or Non-attorney. On page 1 of the PROPERTY OWNER RESPONSE TO TENANT PETITION form states, **Property Owner Representative** (*Check one*): No Representative Attorney Non-attorney.

C. Submit their Response and Proof of Service to the online OAKAPPS portal or via email.

One page 1 of the IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE information sheet states, Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You

may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail.

D. Submit a Proof of Service to the Rent Adjustment Program with the Rent Adjustment Program listed as a person served on the Proof of Service.

E. To submit any documents or evidence into record during the Hearing.

2. The Owner did not follow instructions 3) and 4) of the Proof of Service-

“3) Provide a completed and unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.

4) File a completed and signed copy of this PROOF OF SERVICE form with RAP together with your signed Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.”

3. Under the Case Details of the OAKAPPS portal, there is no submission of the Owner’s Response and Proof of Service, provided from the Owner, prior to the Hearing and Hearing Officer’s Decision.

4. The Owner admitted to not listing the Rent Adjustment Program in the Proof of Service during their Hearing testimony. Please review the Hearing Audio Transcript Lines 73 through 78 and listen to Timestamps 00:08:06.8900 through 00:08:26.219.

Line 73, Timestamp 00:08:06.890 --> 00:08:08.929

Rent Adjustment Program - Hearing Officer: on the proof of service, who is listed

Line 74, Timestamp 00:08:09.670 --> 00:08:11.269

Melanie Godwin-Rosales: both of the tenants

Line 75, Timestamp 00:08:11.520 --> 00:08:13.980

Melanie Godwin-Rosales: residing 2 and Unit 2, 0 5.

Line 76, Timestamp 00:08:14.720 --> 00:08:20.010

Rent Adjustment Program - Hearing Officer: Is it your testimony that the rent adjustment program is not listed on the proof of service?

Line 77, Timestamp 00:08:21.610 --> 00:08:26.219

Melanie Godwin-Rosales: I did not list the right adjustment program on there. I just listed the tenants

5. The Owner was provided an opportunity by the Hearing Officer to submit any documents or evidence into record during the Hearing. Please review the Hearing Audio Transcript Line 1833 and listen to Timestamp 03:22:45.810 --> 03:22:57.290.

Line 1833, Timestamp 03:22:45.810 --> 03:22:57.290

Rent Adjustment Program - Hearing Officer: do either. Does either party have documentation that they want admitted that goes to a point not previously covered.

6. The Owner was provided an opportunity by the Hearing Officer to cross-examine the Petitioner's Testimony and evidence presented. Please review the Hearing Audio Transcript Lines 1600 through 1603 and listen to Timestamps 02:56:01.500 through 02:56:61.820.

Line 1600, Timestamp 02:56:01.500 --> 02:56:07.740

Rent Adjustment Program - Hearing Officer: We are now at the portion where the and then has finished his testimony.

Line 1601, Timestamp 02:56:09.040 --> 02:56:21.560

Rent Adjustment Program - Hearing Officer: either because he had something he wanted to say, or in response to my question. As a result of that, you now get to cross, examine him, which means you get to ask him questions about anything that he said thus far.

Line 1602, Timestamp 02:56:22.680 --> 02:56:26.479

Rent Adjustment Program - Hearing Officer: Generally those questions start with, who? What? When, where, how? And why?

Line 1603, Timestamp 02:56:30.120 --> 02:56:31.820

Melanie Godwin-Rosales: Okay.

Please review the Hearing Audio Transcript Lines 1831 through 1832 and listen to Timestamps 03:22:38.430 through 03:22:41.190.

Line 1831, Timestamp 03:22:38.430 --> 03:22:39.949

Rent Adjustment Program - Hearing Officer: Have more questions.

Line 1832, Timestamp 03:22:40.260 --> 03:22:41.190

Melanie Godwin-Rosales: No.

Issue 2 Presented by the Owner-

The decision violates federal, state, or local law.

Issue 2 Response from the Petitioners-

The decision does not violate federal, state, or local law concerning due process. The Owner was not denied due process. The Owner did not follow filing instructions and admitted to not doing so during their testimony. The Owner was given an opportunity to submit the documents during the testimony. The Rent Adjustment Notice along with the three languages was not provided to the Tenant at the start of the lease, in the Owner's Response to the Tenant's Petition mailed to the Tenant, nor included in the Owner's Appeal. The Owner admitted in their testimony that they did not have a copy of the Rent Adjustment Program notice on them during the time of the Hearing as well. The Owner did not object to the Rent Adjustment Notice the Petitioner

submitted during the Hearing that was provided with the lease and provided with the Owner's Response to the Tenant's Petition.

1. The Owner did not follow filing instructions and admitted to not doing so during their testimony. Please refer to "Issue 1 Response from the Petitioners" section "4." on page 3 and 4 of this document.

2. The Owner was provided an opportunity by the Hearing Officer to submit any documents or evidence into record during the Hearing. Please refer to "Issue 1 Response from the Petitioners" section "5." on page 4 of this document.

3. The Rent Adjustment Notice along with the three languages was not provided to the Tenant at the start of the lease, in the Owner's Response to the Tenant's Petition mailed to the Tenant nor included in the Owner's Appeal. Although the Owner did not follow the filing instructions for responding to the Tenant Petition, the Petitioners uploaded what they received in the mail from the Owner to the OAKAPP online portal as "Additional Documentation" on 07-01-2023.

4. The Rent Adjustment Notice, without the three languages, was provided in section 10 of the electronic lease on pages 20 and 21; and it was provided in the Owner's Response to the Tenant Petition that the Petitioners received in the mail. The Owner did not object to section 10 pages 20 and 21 of the lease when the Petitioner submitted it into evidence during the Hearing. During the Owner's testimony, they admitted to not providing a copy of the notice that is required. They also said it was not in the packet they had during the Hearing. Please review Hearing Audio Transcript lines 68 through 70 and listen to Timestamps 00:07:44.180 through 00:08:00.839.

Line 68 Timestamp 00:07:44.180 --> 00:07:51.810

Rent Adjustment Program - Hearing Officer: Did you provide a copy of the wrap? Notice that you provided to the tenant as required by your response.

Line 69, Timestamp 00:07:54.340 --> 00:07:58.749

Melanie Godwin-Rosales: I don't know. I thought I did, but it's not in. It's not right here.

Line 70, Timestamp 00:07:58.820 --> 00:08:00.839

Melanie Godwin-Rosales: Next in this packet I have.

6. The Owner did not object to the Rent Adjustment Notice the Petitioner submitted into evidence during the Hearing that was provided with the lease and provided with the Owner's Response to the Tenant's Petition. The Owner had two opportunities to object to the notice submitted during the Hearing. Please see Audio Recording Transcript Lines 1944 through 1965 and listen to Timestamps 03:34:56.970 through 03:37:34.080.

Line 1944, Timestamp 03:34:56.970 --> 03:35:01.270

Rent Adjustment Program - Hearing Officer: you don't dispute that. That's an accurate

Line 1945, Timestamp 03:35:01.410 --> 03:35:02.420

Melanie Godwin-Rosales: sorry

Line 1946, Timestamp 03:35:03.660 --> 03:35:11.769

Rent Adjustment Program - Hearing Officer: you don't just view that the document placed in the chat is an accurate representation of the wrap. Notice that was provided to the tenant in its entirety.

Line 1947, Timestamp 03:35:11.810 --> 03:35:13.360

Melanie Godwin-Rosales: No, that's our notice.

Line 1948, Timestamp 03:35:13.820 --> 03:35:29.230

Rent Adjustment Program - Hearing Officer: Alright. Let the record reflect that the the document added into the chat. Appears to be a 2 page document. The first phase does have a title from the respondents entity Godwin properties with their

Line 1949, Timestamp 03:35:29.270 --> 03:35:41.680

Rent Adjustment Program - Hearing Officer: with what presumably is their Po box. This section is titled section 10. Notice to tenants of residential rent adjustment program, and it has text

Line 1950, Timestamp 03:35:41.870 --> 03:35:43.080

Rent Adjustment Program - Hearing Officer: in the

Line 1951, Timestamp 03:35:43.210 --> 03:35:46.440

Rent Adjustment Program - Hearing Officer: notice

Line 1952, Timestamp 03:35:53.540 --> 03:35:55.250

Rent Adjustment Program - Hearing Officer: and

Line 1953, Timestamp 03:35:55.350 --> 03:36:00.759

Rent Adjustment Program - Hearing Officer: towards the bottom of the document. It in fact states

Line 1954, Timestamp 03:36:01.230 --> 03:36:27.280

Rent Adjustment Program - Hearing Officer: and I quote Oakland charges landlords \$24 per unit rent program service fee. The landlord is entitled to get half of the fee parentheses, \$12 in parentheses per unit from you the \$12 you pay for the annual fee is not part of the rent. But the record also reflected the current rent adjustment program fee is \$101 per unit

Line 1955, Timestamp 03:36:28.180 --> 03:36:30.929

Rent Adjustment Program - Hearing Officer: the document

Line 1956, Timestamp 03:36:32.080 --> 03:36:36.130

Rent Adjustment Program - Hearing Officer: put into the chat is partially blocked

Line 1957, Timestamp 03:36:36.310 --> 03:36:38.449

Rent Adjustment Program - Hearing Officer: on my end by a

Line 1958, Timestamp 03:36:39.710 --> 03:36:53.079

Rent Adjustment Program - Hearing Officer: weird image that I don't know what it is on the second page has signatures of Lacy's listed as Larry, John Blu-tak, B. Utr. As well as James

Line 1959, Timestamp 03:36:53.100 --> 03:36:59.109

Rent Adjustment Program - Hearing Officer: Ray Willis. I do believe the block picture is obscuring the date.

Line 1960, Timestamp 03:36:59.510 --> 03:37:02.280

Rent Adjustment Program - Hearing Officer: I'm gonna mark the document

Line 1961, Timestamp 03:37:02.380 --> 03:37:08.720

Rent Adjustment Program - Hearing Officer: as exhibit a do either of you have an objection to that document being admitted into evidence.

Line 1962, Timestamp 03:37:09.630 --> 03:37:10.450

Melanie Godwin-Rosales: No.

Line 1963, Timestamp 03:37:12.660 --> 03:37:23.069

Rent Adjustment Program - Hearing Officer: James, I'm assuming that you're Mr. Willis. I'm assuming that you're not objecting to the document, as you put it into the chat. Oh, no, your honor, I don't object to it. That icon is at the bottom

Line 1964, Timestamp 03:37:23.260 --> 03:37:26.849

James W: corner. That's the screen of the zoom call.

Line 1965, Timestamp 03:37:27.810 --> 03:37:34.080

Rent Adjustment Program - Hearing Officer: Oh, got it okay. Exhibit a hearing. No objection is admitted into evidence.

Issue 3 Presented by the Owner-

The decision is not supported by substantial evidence.

Issue 3 Response from the Petitioners-

The decision is supported by substantial evidence. Documented and oral testimonial evidence was provided. The Petitioners provided nearly 200 pages of evidence. The Hearing provided

3.67 hours of testimony, if the Settlement Conference had been included that would be nearly 5 hours of audio. The Rent Adjustment Program Regulations states on page 15, All oral testimony must be given under oath or affirmation to be admissible. Documented evidence from various third parties including, the City of Oakland Planning & Building Department-Code Inspection, PG&E, USPS, Patriot Pest Management, California Apartment Association (CAA) and Oakland Police Department corroborates the Petitioners claims. The documented evidence also showed the Owner's constant negligence when it came to responding to the Petitioners and repairs. The Owner did not provide substantial evidence, refute any of the evidence presented in the testimony, nor objected to any evidence submitted during the Hearing.

Issue 4 Presented by the Owner-

They were denied a sufficient opportunity to present their claim or respond to the Petitioners' claim.

Issue 4 Response from the Petitioners-

The Owner was not denied a sufficient opportunity to present their claim or respond to the Petitioners' claim. The Owner did not follow filing instructions and admitted to not doing so during their testimony. The Owner was given an opportunity to submit the documents during the testimony. The Owner was provided an opportunity, by the Hearing Officer, to submit any documents or evidence into record during the Hearing. The Owner was provided an opportunity, by the Hearing Officer, to cross examine the Petitioner's Testimony and evidence presented. According to the Rent Adjustment Program Regulations, the Owner had these rights:

- a. To call and examine witnesses
- b. To introduce exhibits

- c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination
 - d. To impeach any witness regardless of which party called first called him or her to testify
 - e. To rebut the evidence against him or her
 - f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal.
4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

The Hearing Officer never prohibited the Owner from asking questions. The Hearing Officer prohibited the Petitioner from responding to one of the Owner's questions because the question presumed knowledge on the basis of the witness that they had not established. The Owner told the Hearing Officer that they didn't have any more questions on **Line 1769, Timestamp 03:16:01.690 --> 03:16:03.339** of the Hearing Audio.

Please see Audio Recording Transcript Lines 1764 though 1782 and listen to Timestamps 03:15:16.250 through 03:17:18.150.

Line 1764, Timestamp 03:15:16.250 --> 03:15:18.489

Rent Adjustment Program - Hearing Officer: So your question is.

Line 1765, Timestamp 03:15:18.620 --> 03:15:27.649

Rent Adjustment Program - Hearing Officer: why, after providing written documentation to your agent at the time of move in and inspection. He didn't then repeat his complaints.

Line 1766, Timestamp 03:15:29.910 --> 03:15:33.410

Melanie Godwin-Rosales: Yeah, not repeat, but send them directly to us.

Line 1767, Timestamp 03:15:48.240 --> 03:15:51.639

Rent Adjustment Program - Hearing Officer: The witness doesn't have to answer the question.

What's your next question?

Line 1768, Timestamp 03:15:51.860 --> 03:15:53.330

James W: Thank you, your honor.

Line 1769, Timestamp 03:16:01.690 --> 03:16:03.339

Melanie Godwin-Rosales: I don't have any more questions.

Line 1770,, Timestamp 03:16:05.170 --> 03:16:07.000

Rent Adjustment Program - Hearing Officer: You can ask other questions.

Line 1771, Timestamp 03:16:08.470 --> 03:16:10.100

Rent Adjustment Program - Hearing Officer: I'm not prohibiting you from

Line 1772, Timestamp 03:16:10.200 --> 03:16:17.190

asking other questions. Your question in it, the one that I'm pro the one question I'm prohibiting

Line 1773, Timestamp 03:16:17.310 --> 03:16:26.159

Rent Adjustment Program - Hearing Officer: a response to presumes knowledge on the basis of the witness that you have not established, which is.

Line 1774, Timestamp 03:16:27.570 --> 03:16:33.969

Rent Adjustment Program - Hearing Officer: you had an agent there who communicated with the tenant who executed a lease with the tenant.

Line 1775, Timestamp 03:16:34.660 --> 03:16:39.690

Rent Adjustment Program - Hearing Officer: and your question is. why didn't he follow up with you sooner?

Line 1776, Timestamp 03:16:40.890 --> 03:16:46.629

Rent Adjustment Program - Hearing Officer: But you're in your question. In the facts, to your question you outlined that

Line 1777, Timestamp 03:16:48.100 --> 03:16:51.960

Rent Adjustment Program - Hearing Officer: at the point that he contacted you, he was escalating

Line 1778, Timestamp 03:16:52.800 --> 03:16:57.040

Rent Adjustment Program - Hearing Officer: the dispute from your agent to the owner.

Line 1779, Timestamp 03:16:57.620 --> 03:17:02.090

Rent Adjustment Program - Hearing Officer: Your difficulties with your agent are not on the tenant's burden.

Line 1780, Timestamp 03:17:03.880 --> 03:17:05.439

Melanie Godwin-Rosales: No, I agree with that.

Line 1781, Timestamp 03:17:05.460 --> 03:17:11.790

Rent Adjustment Program - Hearing Officer: That's your burden, and what I hear you implying is your agent

Line 1782, Timestamp 03:17:12.340 --> 03:17:18.150

Rent Adjustment Program - Hearing Officer: fail to live up to her duties? But I can't burn the tenant. With that

Additional Response from Petitioners-

The Property Manager was not present with the Owner during the Hearing.

Owner does not have a Notice of Tenant Protection Ordinance (O.M.C. 8.22.600) posted in a common area on the premises.

The Owner has violated the Tenant Protection Ordinance (O.M.C. 8.22.600). The Owner has engaged in the following conduct-

1. Disruption of services to the rental unit.
2. Fail to perform repairs and maintenance.

3. Fail to exercise due diligence when completing repairs (ex. unreasonable delays) or follow appropriate industry protocol.
4. Abuse the owner's right of access to the rental unit.
5. Remove personal property, furnishings, or any other items without the prior written consent of the tenant.
6. Influence a tenant to vacate through fraud, intimidation, or coercion.
7. Interfere with a tenant's right to privacy.

Owner continually refused to submit a completed Rent Adjustment Proof of Service Form; they generated their own version for the Owner Appeal instead of using the correct form.

The Owner's Appeal wasn't double spaced. According to the Rent Adjustment Program Regulations 8.22.120 A.4. on page 16, says that arguments must be legible and double-spaced if typed.

Pages 17 through 22 were not included in the Petitioners' claim nor was it included in the Owner's Response to the Tenant Petition that the Petitioners received in the mail. Pages 17 through 22 appears to be something only the Owner has access to; it is not the same online portal the Petitioners have access to.

The Petitioners have not ever had any contact with Larry W. Godwin (Owner's Verification signature) listed on pages 5 and 8 of the Owner's appeal. Melanie Godwin-Rosales is listed as the Lessor on the lease only.

The Petitioners have not ever had any contact with Mary Wilson (the person mentioned on the business tax certificate and business tax renewal) on pages 13 and 14 of the Owner's Appeal.

Conclusion-

The Petitioners refute all of the Owner's grounds for appeal. The Hearing Officer's decision was not inconsistent with the Rent Board Regulations. The decision does not violate federal, state,

or local law concerning due process. The decision is supported by substantial evidence. The Owner was allowed sufficient opportunity to present their claim and respond to the Petitioners' claim.

The Owner and their Property Management company-

1. Failed to complete all repairs from the move-in inspection submission, within 360 days of the Hearing.
2. Failed to complete all repairs within 147 days after entering them into their online maintenance portal.
3. Failed to complete all the repairs following the filing of the RAP Tenant Petition within 87 days of the Hearing. The Owner had 35 days to respond and 87 to complete the repairs before the Hearing.

The Owner and their Property Management company, in addition to all the other vendors, have been in and out of the unit within 360 days prior to the Hearing. Even while the Petitioners had Covid, the Owner and their Property Management company still felt entitled to inconvenience Petitioners' lives after their failure to repair all the issues within the 360 days. The Petitioners were promised the completion of repairs 30 days after move-in (9/25/22); the Petitioners agreed to that. When the Hearing took place, it had been 360 days, that's 11 times more than what was agreed to.

Petitioner Willis' mother died unexpectedly on 05/26/2023, hours after completing the petition's submission. The Petitioners have not been allowed the space to properly grieve Willis' mother's passing. The Owner and their Property Management company have not allowed the Petitioners the space to live without constant repair interruptions. The Petitioners were not allowed the

space to fully recover from Covid before the Owner's Property Management company entered the unit.

The Petitioners have not been allowed to enjoy the premises they were entitled to provided in the lease. The Owner and their Property Management company have not allowed the Petitioners to work from home, uninterrupted. The Owner's Property Management company entered the unit without proper notice on numerous occasions, damaged property, removed personal property, invaded the privacy of the Petitioners and took unauthorized photos inside the unit. The authorities were contacted and police reports were filed.

The Owner never returned any of the Petitioners' calls from August 2022 until December 2023; that's 16 months. The Owner began returning phone calls once each party received the Hearing Officer's decision. If the Owner's responses had been more timely, had been more considerate, had been more well-organized, the appalling degree of dysfunction and resulting distress the Petitioners suffered these last 16 months would have all been justly avoided. The Owner and their Property Management company actions are the root cause of why we are at this point.

The Owner and their Property Management company manages hundreds of units in the East Bay-Oakland, San Leandro, Castro Valley and Livermore. They have 3 multi-unit residential buildings in Oakland-260 Lee St., 266 Adams St. and 301 Perkins St. There are 18 Rent Adjustment Program cases, on record, that involve the Owner and/or the Property Management Company. Four cases happened within the past year; all with the same grounds-fewer housing services/failure to repair.

There were many parts of the Owner's Appeal that were not factual and not supported by any evidence. The Petitioners decided to only refute the Owner's grounds for their appeal, without

addressing the accusatory statements made by the Owner towards the Petitioners. All of the Owner's accusations towards the Hearing Officer were false. The Owner's Appeal is inconsistent with their oral testimony during the Hearing.



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: T23-0075 Petitioners' Response to Owner's Appeal (insert name of document served) and
 And Additional Documents

(write number of attached pages) 17 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Melanie Godwin-Rosales, Godwin Properties
Address	P0 Box 2128
City, State, Zip	Livermore, CA 94551
Email Address	godwinprop@aol.com

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 01/03/2024 (insert date served).

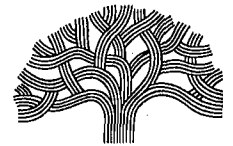
James Willis, Larry Butac

PRINT YOUR NAME

SIGNATURE

01/03/2024

DATE



Housing Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T23-0075, Willis v. Godwin Properties
APPEAL HEARING: January 25, 2024
PROPERTY ADDRESS: 260 Lee Street, Oakland, CA
APPEARANCES: Appellant/Owner: Melanie Godwin-Rosales
Respondent/Tenant: James Willis

BACKGROUND

The tenant filed a petition on May 26, 2023 alleging decreased housing services.

RULING ON THE CASE

The hearing officer partially granted the petition. The hearing decision granted decreased housing service claims for window, mailbox, unfinished kitchen/dining room, unfinished living room, unfinished bathroom, bathroom leak relocation, unfinished bedroom, heat, mold, and kitchen breaker. The hearing decision granted a total of \$24,925.39 of decreased housing services amortized over 65 months.

GROUND FOR APPEAL

The owner appealed the hearing decision on the following grounds:

1. The owner submitted a response, and hearing officer unfairly denied the owner opportunity to submit evidence on the ground that the owner failed to file a response. The owner attaches a response that the owner states was signed on June 26. The owner also attaches a letter to RAP dated on June 21, 2023. The owner also testified at the hearing that the owner submitted a response
2. The regulations in existence at the hearing give each party the right to rebut evidence and to submit exhibits.

3. The hearing decision's decreased housing service awards were duplicative and awarded rent reductions for decreased housing services that covered the same habitability issues.

The tenant also appealed the hearing decision, arguing that:

1. the hearing decision contained inaccurate statements of fact
2. The amortization period should be modified closer to a 12-month period to net out the entire rent instead of the 65-month amortization period in the decision
3. The owner failed to comply with seismic retrofit program

BOARD DECISION

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to:

- 1.) Remand the case back to the Hearing Officer for a limited hearing on the issue of whether or not the owner filed the owner response. The parties are to be allowed to submit evidence (including testimony, documentary evidence, etc.)
- 2.) If it is found that the owner did file a response, the Hearing Officer is to have a new hearing on the matter. The owner should be allowed to submit their response, plus attachments, that was served to the tenant, and to give testimony based on the owner response. The Hearing Officer is to render a new decision on all issues contained in the petition. If restitution is awarded, the Hearing Officer is to apply O.M.C. section 8.22.090.a.3.b and limit the restitution period to 90-days for any on-going decreased housing services. Neither party should be allowed to submit additional documentary evidence.
- 3.) If restitution is awarded that requires amortization, the amortization period should not exceed 12 months, unless the Hearing Officer finds that extraordinary circumstances existed to warrant a longer period, as stated in section 8.22.110.F in the RAP regulations.
- 4.) In the event that the Hearing Officer does not find that the owner filed the response and if a new hearing is not held, then: a.) the Hearing Officer should recalculate the petitioner's restitution award using the 90-day period for any on-going decreased housing services; b.) the amortization period should not exceed 12 months, unless the Hearing Officer finds that extraordinary circumstances existed to warrant a longer period, as stated in section 8.22.110.F in the RAP regulations and; c.) the Hearing Officer shall reconsider the finding that the cockroaches were not in the petitioner's unit, given the photo and testimonial evidence on the record, and make a finding as to whether they were in the unit and to determine any subsequent awards.

Member J. deBoer seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, J. deBoer, K. Brodfuehrer
Nay: None
Abstain: None



BRIANA LAWRENCE-MCGOWAN
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

March 11, 2024

DATE

PROOF OF SERVICE

Case Number T23-0075

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 Decision

Manager

Christina Nelson, Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Owner

Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551

Tenant

James Willis
260 Lee Street, Unit 205
Oakland, CA 94610

Tenant

Larry Butac
260 Lee Street, Unit 205
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 12, 2024** in Oakland, CA.

Briana Lawrence-McGowan
Briana Lawrence-McGowan (Mar 12, 2024 10:46:01)

Briana McGowan

Oakland Rent Adjustment Program

000292



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

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

NOTICE OF REMOTE SETTLEMENT CONFERENCE AND REMAND HEARING

File Name: Willis v. Godwin Properties
Property Address: 260 Lee Street 205, Oakland, CA
Case Number: T23-0075

The Settlement Conference and Hearing will be held remotely, on Zoom, a free application for audio/video conferences.

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Remand Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Remand Hearing (if there is no settlement conference) will begin on:

Date: June 4, 2024
Time: 10:00 AM
Place: REMOTELY via Zoom

You will receive the Zoom invite prior to the hearing date. Please make sure the Case Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program office remains closed and staff is working remotely. If you do not have an email address, please contact the Case Analyst by phone to discuss best ways to contact you.

Submitting Evidence

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned Case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or

credit card account numbers and Social Security numbers. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration. If you do not have access to email, the documents may be submitted to the Case Analyst by mail.

Request to Change Date

A request for a change in the date or time of the Settlement Conference and Hearing (“continuance”) must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

Hearing Record

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If a settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

Representatives

Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

Interpreter

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters if it is requested on the petition or response forms or in writing in advance of the Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant other language and they will fully interpret the proceeding to the best of their ability.

Failure to Appear for Hearing

If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer’s discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing or conduct the Hearing and render a decision without the respondent’s participation.



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

TEL (510) 238-3721
FAX (510) 238-6181
CA RELAY 711

**ZOOM INVITATION FOR RAP REMOTE REMAND
T23-0075 Willis v. Godwin Properties**

To the Parties:

Your hearing scheduled will take place on **June 4, 2024 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

Topic: T23-0075 Willis v. Godwin Properties Remand Hearing
Time: June 4, 2024 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85943638511?pwd=UExsd044M3VXYkt5RENTWUk4OWg2UT09>

Meeting ID: 859 4363 8511

Passcode: 521636

One tap mobile

+16699009128,,85943638511#,,, *521636# US (San Jose)

+16694449171,,85943638511#,,, *521636# US

Dial by your location

- +1 669 900 9128 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)

000295

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

Meeting ID: 859 4363 8511

Passcode: 521636

Find your local number: <https://us02web.zoom.us/j/85943638511>

To download Zoom:

On a smartphone:

1. Go to the “App store,” “Google play,” “Android Apps,” or the “Play Store”
2. Search for Zoom
3. Download “Zoom” or “Zoom Cloud Meetings.”

On a computer:

1. Open a browser (Firefox, Internet Explorer, Google Chrome, or any other web browser)
 2. Search for “Zoom” in the search box; or type in “zoom.us” in the address bar
- *In either case, you will be directed to the Zoom website. Create a Zoom account.

If you have technical questions, I find the following link helpful in navigating Zoom:
<https://support.zoom.us/hc/en-us/articles/115004954946-Joining-and-participating-in-a-webinar-attendee->

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties connecting to the meeting or to discuss your technology access, please contact me immediately.

Cordially,

Brittni Jackson

City of Oakland

Housing and Community Development
Department

Rent Adjustment Program 250 Frank H.
Ogawa Plaza, 5th Floor Oakland, CA
94612

Main: (510) 238 - 3721

Telephone: (510) 238 - 6415

Fax: (510) 238 - 6181

PROOF OF SERVICE

Case Number: T23-0075

Case Name: Willis v. Godwin Properties

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, Oakland, California, addressed to:

Documents Included

Notice of Remote Settlement Conference and Remand Hearing
Zoom Invitation for RAP Remote Remand Hearing

Manager

Christina Nelson, Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Owner

Melanie Godwin-Rosales, Godwin Properties
PO Box 2128
Livermore, CA 94551

Tenant

James Willis
260 Lee Street, Unit 205
Oakland, CA 94610

Tenant

Larry Butac
260 Lee Street, Unit 205
Oakland, CA 94610

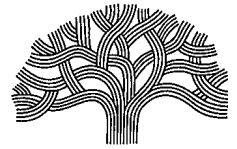
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 09, 2024** in Oakland, California.

Brittini Jackson

Brittini Jackson
Oakland Rent Adjustment Program

000297



REMAND HEARING DECISION

CASE NUMBER: T23-0075

CASE NAME: Willis v. Godwin

PROPERTY ADDRESS: 260 Lee Street, Unit 205
Oakland, CA

DATE OF HEARING: August 22, 2023

DATE OF HEARING DECISION: November 28, 2023

DATE OF APPEAL HEARING: January 25, 2024

DATE OF APPEAL DECISION: March 11, 2024

DATE OF REMAND HEARING: June 4, 2024

APPEARANCES: James Willis, Tenant
Larry Butac, Tenant
Melanie Godwin Rosales, Owner
Christian Rosales, Owner’s Witness

BACKGROUND AND SUMMARY OF THE APPEAL DECISION

A Hearing Decision in this case was issued on November 28, 2023, which granted the Tenant’s Petition. The Hearing Decision found that the Tenant’s housing services were decreased. The Hearing Decision granted the Tenant restitution in the total amount of \$24,925.39 over 65 months.

The Owner appealed, arguing that the Hearing Decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board on December 14, 2023.

The Tenant appealed, arguing that the hearing decision contained inaccurate statements of fact, that the amortization period should be modified closer to 12 months to net out the 65-month amortization period in the decision, and that the Owner failed to comply with the seismic retrofit program.

An Appeal Hearing was held on January 25, 2024. The Board remanded the matter back to the Hearing Officer for a limited hearing on the issue of whether or not the Owner filed the Owner's Response form. The Appeal Decision stated that "The parties are allowed to submit evidence (including testimony documentary evidence, etc.)."

The scope of this Remand Decision is limited to parameters outlined in the Appeal Decision.

EVIDENCE

Melanie Godwin Rosales

After being duly sworn, Melanie Godwin Rosales provided the following testimony at the initial hearing:

She served her Response as indicated on the proof of service on June 26, 2023. She filed the Response at 250 Frank H. Ogawa Plaza. It was unclear if the Response included proof of payment of the Rent Adjustment Service Fee, compliance with the rent registry, and whether the business license was attached.

Lease

The lease was prepared and signed by the Tenant in her presence. She was unsure if she provided the RAP notice in the three required languages but confirmed it was provided in English. She never received the move-in inspection report from the Property Manager.

The Respondent, Melanie Godwin-Rosales, was duly sworn and testified at the appeal hearing as follows:

"No, I didn't think I needed to" when asked if she intended to call a witness to testify. Additionally, she did not provide any additional documents for the Remand Hearing.

As part of the appeal filing, she submitted a copy of the Owner Response form with attachments. The lawyer on the Board, Vice Chair Oshinuga, told her at the appeal hearing they could see her appeal submission in the online portal.

The appeal included a page that page shows the service of the RAP Notice in all required languages as required “Oakland_Rent_Pgrm._Mult_Language_.pdf” and this document was added to the appeal and was not included in the original response.

The subject property has 15 units and is held in a Trust. They obtained a business tax certificate and paid the RAP fee for the subject property. She is an employee of the Owner of the rental property and is the property manager for the subject property and became a certified property manager years ago. She did not know about the online portal for RAP Petitions.

She said she put the response in an envelope, put a stamp on it and Chris mailed it. Then she said she could not remember but that usually Chris seals and mails things for her.

She testified that she responded to a petition in 2014 and 2020. Previously she was able to drop off her response. She was unaware of any additional steps required to respond.

She is aware of the rent registry requirement. She was unaware of any requirement to provide documentation of her compliance with the rent registry requirement. She provided no documentation of her compliance with the rent registry requirement.

She did not obtain a certificate of mailing when she submitted the Owner's Response.

She did not include the RAP Program on the proof of service and would never have considered serving the city, or the RAP Program. She did include the RAP Program when serving the appeal on her proof of service. She was unable to explain why she did not include the RAP Program when serving the appeal but did not include the City when serving the response form.

The lawyer, at the appeal hearing, told her she did not have to serve the city at the same time the Tenant was served.

Christian Rosales is the maintenance supervisor, oversees the managers, and has been with the company for over 20 years. He mailed the responses for the Owner.

She didn't think she needed him to testify, and he was not present at the start of the hearing.

She invited Mr. Rosales to join the remand hearing to testify about mailing "the envelope."

On cross-examination, she testified:

She is not a relative of the witness, he is her husband.

She did not know how many pages the appeal response was, even though she said she did not include the additional languages because she was limited on pages.

She believes that she met the requirements for filing a response. When she completed the original response to the petition, she included the addendum that she prepared, not the RAP Notice. In the appeal, she attached the document about the multi-language RAP notice. She did not include that document when she completed the Owner Response form. She did not include proof of rent registry when she completed the Owner Response form that was served on the tenant.

She did not know that there was a requirement to provide documentation of the rent registry until she was told during the original hearing by the Hearing Officer. She did not file proof of the rent registry with her appeal. She admits that at no time did she file any documents that confirm the property was registered, either with the original Owner Response form provided to the Tenant or with the Appeal form. The Owner Response form she completed was revised on 9/14/2022, her form does state that she is required to provide evidence of registration with the rent adjustment program, so she did not provide that.

The proof of service for the Owner Response form was signed by Chris Rosales. It was mailed in a manilla envelope, she believes she put a stamp on it and, she believes it was put into a mailbox at a post office, not inside at the counter. She calculated the postage by weighing the envelope and printed the stamps from stamps.com. She did not review her account to determine the amount of the postage. She thinks it was approximately five or six pages, and maybe one or one and one-half ounces.

She thinks her Response was either lost in the mail or lost at the Rent Adjustment Program but did not take steps to follow up with the piece of mail. She did not contact the postal service, she did not open a claim, she did not file a complaint, and did not call customer service. She did not follow up in any type of way.

She came to the hearing prepared to offer a compromise. She thinks the amount of unusable space was grossly inflated and was ready to offer a rent credit of 25% for the entire year because there were items in every room that required repair and was willing to offer a rent reduction, in the amount of \$100.00 per month, until they vacate the unit.

She admitted she was trying to explain why there was an error and that she didn't give the exact RAP Notice required. She was under the impression that the appeal hearing decided her response form was filed and she would get a chance to present evidence that she was not allowed to present at the first hearing.

She admits that the tenants are entitled to credits, for the repairs not completed.

85 minutes after the hearing started, the Respondent's witness joined.

Christian Rosales

The Owner's witness, Christian Rosales, was duly sworn and testified as follows:

He mailed the response to the rent board. He signed the proof of service. He mailed that on June 26, 2023, as far as he recalls, he mailed it when she gave it to him. He received the envelope sealed from the Owner.

He read the document he signed. He signed the proof of service. He did not put the documents in the envelope. The envelope he received was sealed. He walked into the post office, in Livermore, and put it in the oversized slot. He put one envelope in the slot. He doesn't remember who the envelope was addressed to and said it could've gone to the Court or the Rent Board. He did not remember mailing an envelope to the Tenant. If he was given something to mail, he mailed it.

He estimated that at least twice he mailed things in the case but wasn't able to remember when. He remembers mailing things in the summer and in the winter. He thinks it was one envelope each time.

Upon redirect, the witness said he wanted to testify for her. He replied in the affirmative when asked if he received envelopes to mail to the Tenant and the Rent Board with her responses in June. Over many years they have served lots of documents and it's also possible he put the documents in the envelope.

James Willis

The Petitioner, James Willis, was duly sworn and testified at the remand hearing as follows:

He objected to the submission of new evidence by the Respondent, as he was instructed that no new evidence was allowed.¹

The Petitioner disputed that he uploaded the Owner's Response. He stated that he uploaded a response to what the Owner sent to him, in response to his petition. In his response, uploaded it to the database and stated that the Owner's Response was not in the database, in July 2023.

The response he received listed the person who attended the hearing and the remand hearing as the Owner's Representative. He received the proof of service, signed by Christian Rosales. The response he received is 14 pages, inclusive of the Owner Response form. He did not receive any evidence of registration with the Rent Adjustment Program as provided in O.M.C. Section 8.22.510.

He did not receive the RAP Notice in 3 languages, at the inception of his tenancy as required. He only received it in English, added as an addendum to the lease.

The document that says it is the RAP language in multiple languages was added when they filed the appeal. He did not receive that document with the Owner's Response.

She did not meet the filing of requirements because she did not provide any evidence of rent registry, and despite her claim that she was unaware of that requirement, she became aware at the first hearing, when asked by the Hearing Officer. She doubled down and said that everything was included except that. At the appeal hearing, his testimony included that the Respondent was provided an opportunity to enter what she mailed into evidence and that she was not prepared to do so not having everything she claimed she mailed at the time of the original hearing.

Melanie is supposed to be the General Manager but is unable to answer basic questions about operating the business. This process has been drawn out and frustrating. The Owner has failed to make timely and prompt repairs. The move-in inspection report disappeared from our unit, and they claimed to no longer have a key to our unit.

Between the filing of the petition in May and the hearing date in August, there were over 80 days to make repairs, and none were undertaken. He did receive an apology, but the apology didn't repair anything.

The Respondent claims she was denied due process, but at the appeal hearing, was the first time the Respondent even claimed that it was lost in the mail. She also stated that at the appeal hearing, she had no proof that she mailed it.

During the appeal hearing he pointed out, to the City Attorney, that on the City of Oakland's website he reviewed a guide that stated as of April 2023, if the RAP Notice was not issued in 3 languages, the restitution could go back as far as three years.

At the appeal hearing the Tenant pointed out that the remand hearing gives the Owner yet another opportunity to prove she mailed the Owner Response form. He also pointed out that the Owner did not provide any evidence that she mailed the Owner Response form to the Rent Adjustment Program. Additionally, he pointed out that the Owner has failed to provide any evidence that she registered her units as required to have any Owner Response form accepted for filing.

DECISION ON REMAND

When, if ever, was the Tenant given written notice of the Rent Adjustment Program (RAP Notice¹)?

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the Notice to Tenants of the Rent Adjustment Program (RAP Notice) at the start of a tenancy and together with any notice of rent increase or change in the terms of a tenancy. Effective September 21, 2016, Owners are required to provide the initial RAP Notice in the following languages: English, Spanish, and Chinese.

The Tenant's testimony that he was not given a copy of the RAP Notice in Spanish or Chinese at the inception of the tenancy is undisputed. Moreover, this testimony is supported by the Owner's testimony where she admitted she was trying to explain why there was an error and that she didn't give the exact RAP Notice required. Accordingly, the finding that the Tenant was not given written notice of the RAP Program at the inception of his tenancy, remains unchanged.

The Tenant pointed out that the City of Oakland's website provided a guide, for Tenant's; when he reviewed it as of April 2023, it stated that if the RAP Notice

¹ Notice to Tenants of the Residential Rent Adjustment Program.

was not issued in 3 languages, the restitution could go back as far as three years. Additionally, the current law states:

If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for three (3) years before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.

Many of the decreased housing services were listed by the Tenant at the time of the move-in inspection and provided on the move-in inspection form to the Owner's Representative at the time of move-in. Accordingly, the owner knew or should have known about the decreased housing service. The law currently allows for three years of restitution regardless of ongoing decreased housing services. Notwithstanding, current law, or that the Tenant was not properly provided a RAP Notice at the inception of the tenancy, the Appeals Decision is limiting the Tenants' restitution to 90 days before the filing of the petition.

Did the Owner file an Owner Response form?

The Rent Adjustment Ordinance (Ordinance) states that in order for an Owner to file a response to a tenant petition or to file a petition, the owner must provide the following: evidence of a current City Business License, evidence of payment of the Rent Adjustment Program Service Fee, evidence of registration with the Rent Adjustment Program, and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed.

At the initial hearing, the Owner testified that she filed the Response at 250 Frank H. Ogawa Plaza. She was unsure if the Response included proof of payment of the Rent Adjustment Service Fee, and whether the business license was attached.

At the initial hearing, and the remand hearing, the Owner was adamant that she met the requirements for filing a response. She also clearly stated at both the initial and remand hearings that she did not provide any evidence of registration with the Rent Adjustment Program. Moreover, at the remand hearing the Owner testified when she completed the original response to the petition, she included the addendum that she prepared, not the RAP Notice.

The Rent Adjustment Program did not receive an Owner Response form from the Owner before the initial hearing. Evidence of registration with the Rent Adjustment Program and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant was not attached to the copy of the Owner Response the Tenant received. Moreover, the Owner admitted that she attached an addendum but not the RAP Notice to the Owner's Response served on the Tenants and that with the appeal, she inserted a document that was supposed to show she served the RAP Notice in all three languages. She provided no evidence that the claimant was provided the RAP Notice in all three languages at the inception of the tenancy.

At no point to date, has the Owner provided evidence of registration with the Rent Adjustment Program as required.

Moreover, a review of the rent registry online portal, on July 19, 2024, shows that the Owner did not complete the 2023 or 2024 registration for the subject property as seen below:

Case Number	Created On Entity	Case Type	Created On	Updated Date	Status
RR2024-25227749	APN: 010078801500	Rent Registry	03/29/2024 01:57 AM	03/29/2024 01:57 AM	Registration Open
RR2023-2346683	APN: 010078801500	Rent Registry	04/05/2023 10:21 AM	03/29/2024 01:58 AM	Registration Not Submitted

Initially, the Owner's witness and husband testified that he mailed one envelope in the summer of 2023. He testified the envelope was sealed and he dropped it in the mail, and that he mailed the response to the rent board on June 26, 2023, as far as he recalls, by going into the post office, in Livermore, and putting the envelope in the oversized slot. He seemed clear when stating he put one envelope in the slot but didn't remember who the envelope was addressed to and said it could've gone to the Court or the Rent Board. But then, he stated that he did not remember mailing an envelope to the Tenant. The witness seemed clear that he mailed only one envelope.

However, on cross-examination by his wife, the witness replied in the affirmative when asked if he received envelopes from her to mail to the Tenant and the Rent Board, which had her responses in June. He reiterated that he wanted to testify to help her and that over many years he has served lots of documents. The witness's

testimony that he served her responses to the Tenant and the Rent Board conflicted with his testimony that he received the envelope sealed. Likewise, the witness's testimony, on cross-examination contradicted his initial testimony that he mailed only one envelope.

Evidence Code Section 780 states: [T]he court or jury may consider in determining the credibility of a witness any matter that has any tendency in reason to prove or disprove the truthfulness of his testimony at the hearing, including but not limited to any of the following:

- (a) His demeanor while testifying and the manner in which he testified.
- (b) The character of his testimony.
- (c) The extent of his capacity to perceive, to recollect, or to communicate any matter about which he testified.
- (d) The extent of his opportunity to perceive any matter about which he testifies.
- (e) His character for honesty or veracity or their opposites.
- (f) The existence or nonexistence of a bias, interest, or other motive. . .
- (h) A statement made by him that is inconsistent with any part of his testimony at the hearing.
- (i) The existence or nonexistence of any fact testified to by him.
- (j) His attitude toward the action in which he testifies . . .

Accordingly, after considering the above, in light of the testimony of the Owner's witness and husband and that the Tenant acknowledged receipt of the Owner's Response, it is found that he did mail the one envelope to the tenant and that the Response was not sent to the Rent Adjustment Program.

Nonetheless, had the Owner Response Form been sent to the Rent Adjustment Program as received by the tenant, it would have been incomplete. It is well established by Rent Adjustment Program procedures that to be complete and considered filed, a response by an Owner must include the following: the owner must provide the following: evidence of a current City Business License, evidence of payment of the Rent Adjustment Program Service Fee, evidence of registration with the Rent Adjustment Program, and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition or response being filed.

Here, the Owner did not provide evidence of the evidence of registration with the Rent Adjustment Program, and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition or response being filed. Additionally, the Tenant's testimony that he received the RAP Notice only in

English remains undisputed. The property remains unregistered, as shown above, and by admission, the Owner did not provide a copy of the RAP notice with her response, only her addendum. Accordingly, it is found that the Owner did not file a response.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Has the Tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁷ and may be corrected by a rent adjustment.¹⁸ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, the loss of a service that is required to be provided by either law or a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the Tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the Tenant, the Petition must be filed within 90 days after of whichever is later: (1) the date the Tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the Tenant first receives the RAP Notice.

Where the RAP notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years from the date the Petition was filed.² The evidence established that the Tenant was never given a RAP notice.

If the decreased housing service is for a condition that is ongoing (e.g., a leaking roof), the Tenant may file a petition at any point but is limited in restitution for 90 days before the Petition is filed.²⁰ Since the evidence established that the Tenant did not receive the RAP notice at the inception of the tenancy, the Tenant is not limited to restitution for 90 days before the Petition was filed.

To grant a tenant's claim for decreased housing services, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

//

//

² O.M.C. Section 8.22.090(A)(3)(a) and Appeal Decision in Case No. T12-0332, Sherman v. Michelsen, now codified in O.M.C. Section 8.22.090(A)(3)(b)

Decreased Housing Services

Pest Control

Upon review of the Appeal Decision the undersigned has reconsidered the finding that cockroaches were not in the petitioner’s unit, given the photo and testimonial evidence on the record, and finds that the Tenant is entitled to a 10% rent credit, \$194.50, from January 2023 through July 31, 2024. The Tenant is entitled to an ongoing rent credit of 10% until the infestation is deemed resolved.

What, if any, restitution is owed to the Tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$1,945.00 per month. The Tenant is entitled to restitution for the overpayment of rent for decreased housing services through January 31, 2024.

Service Lost	From	To	VALUE OF LOST SERVICES		Decrease /month	No. of Months	Amount Overpaid
			Rent	% Rent Decrease			
Window	1-Jan-23	31-Jul-24	\$1,945.00	6%	\$116.70	19	\$2,213.78
Mailbox	1-Jan-23	31-Jul-24	\$1,945.00		\$4.50	19	\$85.36
Unfinished Kitchen and Dining Room	1-Jan-23	31-Jul-24	\$1,945.00		\$359.12	19	\$6,812.46
Unfinished Living Room	1-Jan-23	31-Jul-24	\$1,945.00		\$605.68	19	\$11,489.67
Unfinished Bathroom	1-Jan-23	31-Jul-24	\$1,945.00		\$107.20	19	\$2,033.57
Bathroom Leak relocation			\$1,945.00				\$1,554.00
Unfinished bedroom	1-Jan-23	31-Jul-24	\$1,945.00		\$337.68	19	\$6,405.74
Heat	1-Jan-23	30-Apr-23	\$1,945.00	3%	\$58.35	4	\$228.28
Mold	1-Jan-23	7-Aug-23	\$1,945.00		\$1.00	7	\$10.00
Kitchen Breaker	1-Jan-23	7-Apr-23	\$1,945.00		\$1.00	3	\$6.00
Infestation	1-Jan-23	31-Jul-24	\$1,945.00	10%	\$194.50	19	\$3,689.64
TOTAL LOST SERVICES							\$34,528.51
RESTITUTION							
MONTHLY RENT							\$1,945.00
TOTAL TO BE REPAID TO TENANT							\$34,528.51
TOTAL AS PERCENT OF MONTHLY RENT							1775.24%
AMORTIZED OVER					MO. BY REG. IS		
OR OVER				18	MONTHS BY HEARING OFFICE		\$1,918.25

The chart above indicates rent overpayments for decreased housing services valued at \$34,528.51. Restitution is usually awarded over 12 months but extending the restitution period is proper when the monthly restitution amount would exceed the legal rent, therefore, the restitution period is amortized over 18 months to allow for

credit less than the full rental amount. The restitution amount is \$1,918.25 per month. Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$1,945.00.

Amortization

The Tenant appealed, arguing, in part, that the amortization period should be modified closer to 12 months to net out the rent. The legal rent for the subject unit is \$1945.00. In the Hearing Decision, the Tenant was awarded an ongoing rent credit for \$1,530.88, per month, for ongoing decreased housing services, leaving a maximum of \$414.12 for restitution. Accordingly, the restitution was amortized over 65 months according to O.M.C. Section 8.22.110(F). The appeal decision states the amortization period should not exceed 12 months. However, restitution over 12 months would be more than the rent for the subject unit. As the undersigned lacks statutory authority to direct the Owner to make payments to the Tenant, restitution is amortized over 18 months. Whereas the Tenant is entitled to rent credit for ongoing decreased housing services of \$1,724.50, that amount is reduced to \$387.37, as ordered by the Appeal Decision.

ORDER

1. Petition T23-0075 is granted.
2. The base rent for the subject unit is \$1,945.00.
3. The total overpayment by the Tenant is \$34,528.51 for past decreased housing services.
4. The Tenant's rent is stated below:

Base rent	\$ 1,945.00
Less restitution	\$ 1,918.25
Less ongoing decreased housing services	\$ 387.37
Net Rent	\$ 0.00

5. If the Owner wishes to, they can repay the restitution owed to the Tenant at any time. If they do so, the monthly restitution decreases when the Tenant is provided restitution.
6. All prior findings, awards, and orders remain unchanged.

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 seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: August 1, 2024

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number: T23-0075
Case Name: Willis v. Godwin Properties

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, Oakland, California addressed to::

Documents Included

Remand Hearing Decision

Manager

Christina Nelson
Godwin Properties
266 Adams Street Unit 205
Oakland, CA 94610

Owner

Melanie Godwin-Rosales
Godwin Properties
PO Box 2128
Livermore, CA 94551

Tenant

James Willis
260 Lee Street, Unit 205
Oakland, CA 94610

Tenant

Larry Butac
260 Lee Street, Unit 205
Oakland, CA 94610

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice, an enveloped placed in the mail collection receptable described above would be deposited in the United States mail with the U.S. Postal Service 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 **August 01, 2024** in Oakland, California.

Brittini Jackson

Brittini Jackson
Oakland Rent Adjustment Program



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Larry Godwin		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 260 Lee Street #205 Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) Godwin Properties P.O. Box 2128 Livermore, CA 94551-2128		Case Number 123-0075	Date of Decision appealed August 1, 2024
Name of Representative (if any) Charles A. Alfonzo		Representative's Mailing Address (For notices) Burnham Brown 2125 Oak Grove Road, Suite 105 Walnut Creek, CA 94598	

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

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

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

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively.

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

I served a copy of: Appeal form (insert name of document served)

And Additional Documents letter, original response, proof of service and RAP multi language signed form and (write number of attached pages) attached pages (not counting the Appeal Form or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

Name	James Willis
Address	260 Lee Street #203
City, State Zip	Oakland, CA 94610
Email Address	jrw1101@gmail.com
Name	Larry Butac
Address	260 Lee Street #203
City, State Zip	Oakland, CA 94610

Email Address

larrybutac@gmail.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 8/17/24 (insert date served).

Larry Godwin LARRY W. GODWIN
 PRINT YOUR NAME

Larry W. Godwin
 SIGNATURE

8/17/24
 DATE

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 responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional 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 case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

GODWIN PROPERTIES

P. O. Box 2128, Livermore, CA 94551 Tel. (925) 294-5860 Fax (925) 294-5847

August 15, 2024

City of Oakland
Rent Adjustment Program
250 Frank H Ogawa Plaza, Ste 5313
Oakland, CA 94612

This is a supplement to the appeal form, attached for case #T23-0075. We would like to appeal this decision for the following reasons:

1. Owner was again denied due process and lack of hearing on the merits. Owner's evidence showing that RAP form was properly provided to tenant and to Board for hearing was ignored and denied admissibility. Hearing officer demonstrated bias against owner by accusing owner of not understanding the process which process is not fully explained in the Rent Boards' own literature. There is no mention of the need for certificate of mailing to the rent board in the owner response packet. Indeed, in virtually all judicial or administrative hearings, a proof of service or certificate of mailing is provided to the judicial officer showing service on the opposing party, not the judicial officer or administrative agency.

2. Owner submitted evidence via the appeal, including the RAP multi-language document, the Rent Boards' own document pdf, signed by both tenants on their first day of tenancy. The hearing officer improperly dismissed and ignored the attached pdf copy incorrectly asserting it was only labeled as a hyperlink.

The tenant lied about signing the RAP notice. His signature on the document demonstrates same and tenant's claims to contrary are not supportable.

3. Owner provided a witness, stating he mailed the original response to the rent board in June 2023. The hearing officer improperly dismissed the witness claiming unsubstantiated bias and demeanor and not upon any defect with the testimony of mailing.

4. The hearing officer again demonstrated bias and hostility against Owner by asking open ended questions regarding what is needed to run a business in Oakland implying Owner did not understand how to operate a business. This was not relevant to the inquiry and inflammatory. Owner identified precisely what is needed to operate a business in Oakland but testimony was dismissed as decision provides that "Owner doesn't know how to run a business in Oakland".

The above claim is insulting, ridiculous and false. An owner's fumble or lack of understanding of the response process, in this situation, a lack of a certificate of mailing on a rent board response, is not indicative of "understanding how to run a

business in Oakland". I'd argue, since Owner has not had to file a petition response since 2014, we very much know how to run a business in Oakland, otherwise we'd have multiple petitions each year.

The tenant lied about our total petitions as well and claimed we have had 18. We have had only 1 petition prior to this case, in 2014, where a response was actually needed. The other in 2020 was dismissed due to covid, as well as another dismissal the owners didn't even know about.

5. **The decision is not supported by substantial evidence.** Substantial means significant and important more than fleeting. As set forth in more detail in the appeal response, there was no reliable evidence provided by tenant as to amount of area affected. Owner was denied due process and ability to respond as hearing officer refused any rebuttal evidence. No evidence was heard concerning proper valuation of decrease in services.

6. **The Owner was verbally abused and insulted by petitioner without ability to defend oneself.** Petitioner went on a tirade, verbally insulted the owner for well over several minutes and when trying to defend themselves, owner was denied this by the hearing officer, stating "it's not pertinent to the case, oops I guess I let this one go off the rails". Unprofessional.

7. **Decision is Inconsistent with Rent Board Regulations.** The decision incorrectly imposes a requirement of registration with rent registry at time of initial response in June 2023. Rent registrations and fees were not due until July 2023 and thus should not be a bar for participation in the process.

Had hearing examiner reviewed response and allowed testimony by owner the decision would be manifestly different as follows:

1. **Repetitive Credits.** The hearing decision has duplicated the rent credit in certain areas. For example, the tenant is offered a rent credit for their window and heater, in addition to a rent credit for living room "unfinished work." Both the heater and window are in the living room and were listed under "unfinished work" on the tenants petition. This is a duplicate credit and we'd like the credit for unfinished living room to be removed or reduced. The heater and window are the largest items in this space. The remaining items outside the window and heater, were a screen, clip and a dirty furnace.

The hearing decision awarded the tenant \$1554 for the bathroom leak, stating that we offered them \$1,653.27. We didn't offer them this credit, but already gave the tenants this credit and credited their rent accordingly. The accounting is settled on this matter. We'd like this amount removed.

2. Incorrectly described "Unusable Living Space". The tenant is being awarded for 486 total sq. ft of unusable space and that is not true at all. Specific repairs listed on his petition should be the basis for reimbursement and the rent board should determine what percentage that is. It appears the hearing decision was based on the tenants arbitrary percentage per room he testified with at the hearing, regardless of whether that is a true determination of unused living space or not.

These are the items below that the tenant listed under "unfinished work" along with the tenant's determination of unusable space. There was no unusable living space.

Kitchen/Dining room, 134 sq ft claimed as unusable and is absolutely inaccurate. The assertion is based on missing 1) caulking from the backsplash which does not in any way render the space unusable. Repair completed August 2023; 2) a few missing cabinet latches which did not prevent open and close or use. Repair completed August 2023; 3) Window screen and clip. These were repaired by the tenant and he was already provided compensation. He was provided \$369.66 in rent credits in August 2023 based on tenant calculations.

Living room, 226 sq ft claimed unusable again absolutely inaccurate. The assertion is based on 1) a missing or torn window screen and clip. This did not render space usable. Repair completed August 2023. 2) claim that a window doesn't close. This was repaired in September 2023; 3) claim that furnace left unclean. This did not prevent use of space or the furnace. It was cleaned and repaired April 2023

Bedroom, 126 sq. ft claimed as unusable again absolutely inaccurate. This assertion is based on a 1) missing window screen and clip that did not prevent use of window. This completed in August of 2023; 2) missing transition which does not affect usability of carpet. Completed August 2023. 3) A missing blind which does not affect usability of window. 4) claimed paint splotches which is not a habitability issue and does not affect usability of the unit.

Accordingly, we dispute that 486 sq ft of living space is unusable, as well as the overlapping rent credits.

3. RAP Notice. Owner was questioned about the RAP notice, which is always attached to every lease as was in this circumstance. It included the tenants signatures and was dated. I was confused and didn't realize I could add the attachment during the hearing, nor did I think about it once I was told I couldn't testify. The tenant testified that he did not receive the RAP notice in 3 languages and then proceeded to show our Godwin Properties RAP addendum, which he pasted into the chat. That document he pasted was not

the RAP notice but a document our company adds to the lease acknowledging the RAP program. The official RAP notice the tenants received is attached with signatures, dated 8/20/2022.

4. Bias and Inequality. The hearing started off with notification that not only did the rent board not receive my response, which was mailed on time, with proof of service, and was attached, but that the hearing officer was barring Owner from testifying during the hearing. The hearing officer claimed I was denied from testifying because my RAP response was not received. The tenants received theirs. I had a second hearing the following week and everyone received their copy as well. This was unjust and biased to say the least. I was never told, nor was it written that I would be denied to testify. I sat for 5 hours while the tenant was allowed to speak and I was denied that right. I was only able to cross examine, not an easy thing when I have never cross examined anyone before.

Owner was further denied due process by being prohibited from asking questions that were pertinent to the case during the remand hearing. The hearing officer stated it wasn't pertinent, but allowed the petitioner to berate the owner and go on and on. If this case was simply about whether the owner mailed something, why was the petitioner allowed to insult and use time making complaints?

5. Lack of Due Process. This was not a fair hearing by any means. All evidence was denied based on bias reasons. The United States Constitution and California Constitution, Article 1, Section 7, provides that a person may not be deprived of life, liberty, or property without due process of law or denied equal protection of the laws.

Due process requires an opportunity to be heard, a neutral arbiter, an opportunity to make and oral presentation, a means of presenting evidence, an opportunity to cross-examine witnesses or to respond to written evidence among other things. These were specifically denied by the hearing office who denied owner's ability to be heard by hamstringing what evidence could be considered, by refusing to allow proper and full cross-examination of the presentation of the tenant, by refusal to allow owner to address written evidence through testimony and documentation, and by a hearing office who openly displayed hostility towards the owner. Ultimately, governmental actors including administrative boards violate due process when they frustrate the fairness of the proceedings. The operation of the hearing smacks of a lack of fundamental fairness and equity in allowing the Owner to present relevant, probing, and material evidence.

It should be not be overlooked that the stakes here are significant and the claimed "unusable" space claim very tenuous and specious. The end result of the decision as it stands is that the tenant is essentially awarded 18 months, a

year-and-a-half, of free rent, and assertion that the unit had essentially no value for 19 months based on missing window screens, transition clip, and cabinet catch. Thus in due process analysis, the deprivation of due process to owner here is significant. The owner should rightly have the ability to address each of the claims. It is fundamentally a deprivation of due process for the hearing office to deny admissibility of evidence on point and then claim as a basis for decision that there was a lack of the very evidence submitted.

We appeal the entire decision and request that the hearing response be accepted, the RAP notice be accepted, per required by the Rent Board and that the hearing decision be re-evaluated to 90 days per unit issue and that the inflated unusable space be altered to reflect the actual damaged or affected item

As an Oakland landlord, operating in the city for over 40 years, this tactic designed to silence our voice and use inconsequential items, as a way to quell testimony and debate, while later listing the tenant's petition as "undisputed." Under the actions by the hearing officer, owner was not provided due process or equal protection under federal or California law.

We have always trusted and understood the need for the Rent Program and have been upstanding owners for many years, but this current situation is a blatant abuse of an overall good system designed to assist tenants and keep landlords in check. This is not the way for Oakland renters and owners to come to better terms and work with each other.

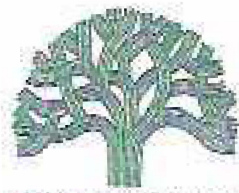
Sincerely,



Melanie Godwin-Rosales
Godwin Properties

Attachments:

1. Our original response to the petition, plus proof of service, dated 6/26/23
2. Actual RAP signed handout, not new evidence, it was brought up during the hearing, all pages, signed 8/20/22, including screenshot of signature page in lease.



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

CASE NUMBER T - _____

PROPERTY OWNER RESPONSE TO TENANT PETITION

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

Rental Unit Information

260 Street Number Lee St. Street Name 205 Unit Number Oakland, CA 94610 Zip Code

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

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

Number of units on property: 15
Date acquired property: 2005

Case number(s) of any relevant prior Rent Adjustment case(s): no

Tenant Information

Name of Tenant Petitioner(s): James Willis and Larry Butac

Date tenant(s) moved into rental unit: 8/26/22 Initial rent amount: \$ 1945 Is/are tenant(s) current on rent? Yes No

Property Owner Information

Larry First Name Godwin Last Name

Company/LLC/LP (if applicable): Godwin Properties

Mailing address: PO Box 2128 Livermore, CA 94551

Primary Telephone: 925 294 5860 Other Telephone: _____ Email: godwinprop@aol.com

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

Melanie First Name Rosales Last Name _____ Firm/Organization (if any)

Mailing Address: same

Phone Number: _____ Email: _____

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below.</p> <p><input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>8/26/22</u></p> <p><input type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p>

PROPERTY OWNER CLAIM OF EXEMPTION

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

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 3. Was the prior tenant evicted for cause?
 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 6. Did the petitioning tenant have roommates when he/she moved in?
 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. (Attach documentation.)

RESPONSE TO TENANT PETITION

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

A. Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase:	Date rent increase went into effect:	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
(mm/dd/yy)	(mm/dd/yy)	\$	\$	<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 the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

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

B. Decreased Housing Services

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

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

C. Other

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

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

OWNER VERIFICATION

(Required)

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


Property Owner 1 Signature

6/26/23
Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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


Property Owner Signature

6/26/23
Date

INTERPRETATION SERVICES

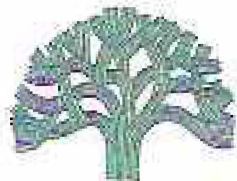
If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

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

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

-END OF RESPONSE-

108



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 06/26/23 I served a copy of (check all that apply):

PROPERTY OWNER RESPONSE TO TENANT PETITION plus 8 attached pages
(number of pages attached to Response not counting the Response form or PROOF OF SERVICE)

Other: _____

by the following means (check one):

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

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

PERSON(S) SERVED:

Name	James Willis
Address	260 Lee St #205
City, State, Zip	Oakland, CA 94610

Name	Larry Butler
Address	260 Lee St #205
City, State, Zip	Oakland CA 94610

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

Chris Rosales

PRINTED NAME

Chris Rosales

SIGNATURE

6/26/23

DATE SIGNED



10



erry J. Butac and James R. Willis

Lease Status: **Fully Executed**

Signed on 08/29/2022 at 03:10 pm

Print to PDF

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:

<https://www2.oaklandnet.com/Government/of/ocid/o/RentAdjustment>

If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.

Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.

Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.

Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

The owner ___ is ___ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS' SMOKING POLICY DISCLOSURE

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

John Butac Jr

IP Address: 73.202.93.93
08/20/2022 09:59pm PDT

es Ray Willis

IP Address: 73.202.93.93
08/20/2022 10:14pm PDT

8. Apartment and Bull
Rules

9. PROPOSITION 65 W
Q & ADDENDUM TO
AGREEMENT/LEASE

10. NOTICE TO TENANTS
RESIDENTIAL RENT A
PROGRAM

11. GP_Maintenance_and
pdf

12. Lead_paint_pamphlet

13. Oakland_Rent_Pgrm_
ge.pdf

ACCEPTANCE

✍ Sign and Accept

12

ew for Larry J. Butac and James R. Willis

Lease Status: Fully Executed
Signed on 08/29/2022 at 03:10 pm

Print to PDF

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del período de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland, también puede visitar: <http://www2.oaklandnet.com/Government/ohed/ohed/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por cada vivienda al año. Si la tarifa es menor a \$1000, el propietario debe depositarla a favor de la tarifa.

- 8 Apartment and Building House Rules
- 9 PROPOSITION 65 WARNING AND Q & A ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT
- 10 NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM
- 11 GP_Maintenance_and_Online_Form.pdf
- 12 Lead_paint_pamphlet.pdf
- 13 Oakland Rent Prgm_Mult_Language.pdf

ACCEPTANCE

✍ Sign and Accept

X Larry John Butac Jr

Lessee

IP Address: 73.202.93.93
08/20/2022 09:59pm PDT

X James Ray Willis

Lessee

IP Address: 73.202.93.93
08/20/2022 10:14pm PDT

Print to PDF

致函： 舊金山住房諮詢中心 (Housing Assistance Center) 的租客援助計劃 (RAP) 中心設於案板 - 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/ohcd/orRentAdjustment>.

- 如果您對租金調漲有異議，在提出陳情之前，您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付，您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊，請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年會向業主收取每個出租單位的「租金計劃服務費」 (Rent Program Service Fee)。若業主準時支付這筆費用，就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為，並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金，則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住戶單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙 (圈選一項)。 (若租客所住的建築物中同時包含可吸煙和不可吸煙的單位，應對上一項可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 _____。

我於 _____ (日期) _____ (租客簽名) 收到本通知書

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.

2/10/17 修訂
HK1rap201702h C11

X Larry John Butac Jr
Lesser IP Address: 73.202.93.93
08/20/2022 09:59pm PDT

X James Ray Willis
Lessee IP Address: 73.202.93.93
08/20/2022 10:14pm PDT

- 8. Apartment and Building House Rules ✓
- 9. PROPOSITION 65 WARNING AND Q & ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT ✓
- 10. NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ✓
- 11. GP_Maintenance_and_Online_form.pdf ✓
- 12. Lead_paint_pamphlet.pdf ✓
- 13. Oakland_Rent_Pgrm_Mat_Laoga.ge.pdf ✓

ACCEPTANCE

Sign and Accept ✓

19



Godwin Properties

PO Box 2128 • Livermore, CA 94551
925/294-5860

13

Oakland_Rent_Pgrm._Mult_Lanugage_.pdf

X *Larry John Butac Jr*

Lessee

IP Address: 73.202.93.93
08/20/2022 09:58pm PDT

X *James Ray Willis*

Lessee

IP Address: 73.202.93.93
08/20/2022 10:14pm PDT

OWA

18

CHRONOLOGICAL CASE REPORT

Case No.: L24-0025

Case Name: Sun v. Tenant

Property Address: 534 31st Street Oakland, CA, 94609

Parties: Gordon Sun (Owner)
Janet Sun (Owner)
Tedros Kifle (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Submitted Notice of Termination of Tenancy	January 30, 2024
Owner Petition Filed with Exhibits	May 1, 2024
Remote Hearing Date	July 1, 2024
Administrative Decision Mailed	July 2, 2024
Owner Appeal Filed	July 12, 2024

**Notice to Cease
(Oakland Municipal Code Sec. 8.22.300, et seq.)**

To: Adam Kifle, Embarfrash Gele, Tserha Kifle, Tedros Kifle, Yusef Abbe, and all others
in possession at:

534 31st Street, #1

Oakland, CA 94609

RECEIVED

JAN 30 2024

RENT ADJUSTMENT PROGRAM
OAKLAND

NOTICE TO CEASE

Pursuant to the Just Cause for Eviction Ordinance (OMC 8.22.300), you are hereby notified that you are denying landlord access to the unit as required by state law.

Specifically, you are engaging in the following conduct:

You refused to allow your landlord and/or your landlord's agents to access the premises to make necessary repairs on January 14, 2024 after a lawful written 24-hour notice to enter was served to you pursuant to California Civil Code Section 1954.

Pursuant to the Just Cause for Eviction Ordinance (OMC 8.22.300) you are hereby notified that you are engaging in nuisance conduct and are so disorderly as to destroy the peace and quiet of other tenants at the property. You threatened to and/or committed violent acts on your landlord, trespassed into another rental unit in your building, and prevented your landlord from making necessary repairs to your rental unit.

Specifically, you are engaging in the following conduct: You refused to allow your landlord and/or their agents access into your rental unit, thereby preventing them from making necessary repairs. You failed to report a water intrusion issue that required immediate repair, causing additional damage to the subject premises. Your actions create potential safety hazards at the subject premises. You trespassed into a neighboring rental unit without permission. When your landlord refused to grant you permission to enter the neighboring unit, you violently pushed the door against them and trespassed into the unit by force.

Pursuant to the Just Cause for Eviction Ordinance (OMC 8.22.300), you are hereby notified that you are substantially violating the following material terms of your tenancy:

(7) Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

Specifically, you are engaging in the following conduct:

You have failed to maintain the subject premises in a clean and sanitary condition. You refused to allow your landlord make necessary repairs to your unit and you have allowed the unit to be further damaged by neglect. You have caused damage to your rental unit by failing to report a water intrusion issue that required immediate repairs.


Please take notice that if the conduct described above is repeated, not stopped, or not cured, your Landlord may initiate eviction proceedings against you.

000332

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

Copies of the Just Cause for Eviction Ordinance and implementing regulations, information on mediation services, lists of eviction counseling agencies, and legal service providers are available by contacting Oakland's Rent Adjustment Program, 250 Frank H. Ogawa Plaza, #5313, Oakland, CA 94612. Telephone (510) 238-3721, e-mail at rap@oaklandca.gov.

Dated: 1/23/2024

By: 

Daniel Bornstein, Esq.
Attorney for Landlord
Bornstein Law
507 Polk Street, Suite 310
San Francisco, CA 94102

Sun



L24-0025
EL/BJ

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

PROPERTY OWNER PETITION

RECEIVED
MAY -1 2024
RENT ADJUSTMENT PROGRAM
OAKLAND

Property Address: 534 31st Street, Oakland, CA, USA
Case: Petition: 16669
Date Filed: 05-01-2024

PARTIES

Party Owner
Name Gordon Sun
Address 2981 Northwood Drive
Alameda, 94501

Address 2981 Northwood Drive
Mailing Address Alameda, 94501
(415) 877-0152
gordon.sun.sf@gmail.com

Party Representative
Name Janet Sun
Address 2981 Northwood Dr
Alameda, 94501

Address 2981 Northwood Dr
Mailing Address Alameda, 94501
(415) 877-0152
gordon.sun.sf@gmail.com

Party Tenant
Name Tedros Kifle
Address 534 31st Street, Oakland, CA, USA
Unit 1
Oakland, CA

Address (510) 830-6533
Mailing Address kiflededros594@gmail.com

Total number of units on property	4
Date on which you acquired the building	05-05-2015
Type of units	Apartment, Room or Live-work



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

PROPERTY OWNER PETITION

Property Address: 534 31st Street, Oakland, CA, USA
Case: Petition: 16669
Date Filed: 05-01-2024
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?" No

On what date was the RAP Notice first given?

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.) No

Oakland Business License number 00172495

Have you paid the Rent Adjustment Program Service Fee (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. Note: If RAP fee is paid on time, the property owner may charge the tenant one half of the per-unit RAP Service fee. No

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

Evidence of registration for all affected cover units

Is the subject property exempt from the registration requirement? No

On 01-01-2024 I/we used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown. I Declare: Yes

Is property registered online? : No



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

PROPERTY OWNER PETITION

Property Address: 534 31st Street, Oakland, CA, USA
Case: Petition: 16669
Date Filed: 05-01-2024

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.

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by:

**Tenant Not Residing in Unit as
Principal Residence**

Mediation

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

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



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

PROPERTY OWNER PETITION

Property Address: 534 31st Street, Oakland, CA, USA
Case: Petition: 16669
Date Filed: 05-01-2024

Consent to Electronic Service

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

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition. **Yes**

Interpretation Services

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

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

Declaration Re: Attachments greater than 25 pages

The documents to be submitted to the Rent Adjustment Program with the Property Owner Petition exceed 25 pages and the owner is opting, as allowed by law, to not serve the attachments on the affected tenants unless requested. The documents will be available for review at the Rent Adjustment Program. Additionally, if any tenant requests the attachments in writing, the owner will provide the attachments to the requesting tenant within ten days of the request.

The Owner provided additional documents to the RAP that exceed 25 pages and is choosing to not provide the documents to the tenant(s) unless requested. **No**

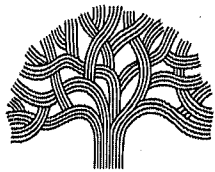
I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this petition is true and that all the documents attached to the petition are true copies of the originals.

Gordon Sun

5/1/2024

Signature

Date



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

On the following date: 05 / 01 / 2024 I served a copy of (check all that apply):

PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE plus 23 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)

NOTICE TO TENANTS OF PROPERTY OWNER PETITION

Other: _____

by the following means (check one):

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

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

PERSON(S) SERVED:

Name	Tedros Kifle
Address	534 31st St Unit 1
City, State, Zip	Oakland, CA 94609

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

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

Janet Sun

PRINTED NAME



SIGNATURE

05/01/2024

DATE SIGNED

Case Overview

← Back

Case Number : RR2023-2338216 | Type : Rent Registry | Address : 534 31ST ST OAKLAND CA 94609 US | Status : Registration Completed
Deadline Date :

APN : 009071501100 | Assessor Total Unit Count : 4 | Total Units Added : 4 | Created On : 04/05/2023 10:21 AM
Modified On : 09/24/2023 07:34 PM | Date Registration Submitted : 07/11/2023 | Submitter's Name : Janet Sun
Submitter's Title : Property Manager

Intake Form

Contact Info

Documents

Comments

Rent Registry (RR2023-2338216)



No details available for case

Over No Unit Number

Parcel Ass Unit Number

1

Back

INST Property Type

Step 1 BOTH same: Multifamily Property - Two or More Residential Units

it add ne is.

This refers to any property that has more than one dwelling unit. Includes the following: Duplexes; triplexes; apartment buildings; and single-family homes with an ADU, junior ADU, in-law, cottage unit, or any other additional dwelling units.

Step 2 you m

ntory,

Step 3 Year Property Built (as reflected in Alameda county records)

Note: 1900

exemp

Was this unit created the same year as the property built?

Step 4 page 1

Yes No Unknown

e

Occupant Type

Tenant

Ac

Number of Bedrooms

1

Number of Bathrooms

1

Unknown Tenancy Start Date

Number of Occupants

1

Unknown Number of Occupant

Amount of Security Deposit Provided at Start of Tenancy

\$ 200.00

le

Amount of Security Deposit

Date of Most Recent Rent Increase

07/01/2015

Unknown Date of Most Recent Rent Increase

Click c
contac
same:
Propel

Amount of Most Recent Rent Increase

\$ 34.00

ger
the

Unknown Amount of Most Recent Rent Increase

Services Included with Rent

- Water
- Refuse/Recycle
- Natural Gas
- Electricity
- Parking
- Laundry
- Storage
- Internet
- Other
- N/A

es

000341

No Unit Number

Unit Number

Property Type

0

0

This refers to any property that has more than one dwelling unit. Includes the following: Duplexes; triplexes; apartment buildings; and single-family homes with an ADU, junior ADU, in-law, cottage unit, or any other additional dwelling units.

Year Property Built (as reflected in Alameda county records)

1900

Was this unit created the same year as the property built?

Yes No Unknown

Occupant Type

Click c
may cl

Number of Bedrooms

Unit

Number of Bathrooms

Drag

Unknown Tenancy Start Date

Number of Occupants ⓘ

534 Unknown Number of Occupant
OAK
946C

Amount of Security Deposit Provided at Start of Tenancy

534 Unknown Amount of Security Deposit
OAK
946C

Date of Most Recent Rent Increase ⓘ

534 Unknown Date of Most Recent Rent Increase
OAK
946C

Amount of Most Recent Rent Increase

Unknown Amount of Most Recent Rent Increase

Services Included with Rent

Water Refuse/Recycle Natural Gas Electricity Parking Laundry Storage
 Internet Other N/A

000342

No Unit Number

Unit Number

Property Type

This refers to any property that has more than one dwelling unit. Includes the following: Duplexes; triplexes; apartment buildings; and single-family homes with an ADU, junior ADU, in-law, cottage unit, or any other additional dwelling units.

Year Property Built (as reflected in Alameda county records)

1900

Was this unit created the same year as the property built?

Yes No Unknown

Occupant Type

Prop **Number of Bedrooms**

Number of Bathrooms

Unknown Tenancy Start Date

Number of Occupants ⓘ

Unknown Number of Occupant

Amount of Security Deposit Provided at Start of Tenancy

Unknown Amount of Security Deposit

Date of Most Recent Rent Increase ⓘ

Unknown Date of Most Recent Rent Increase

Amount of Most Recent Rent Increase

Unknown Amount of Most Recent Rent Increase

Services Included with Rent

- Water
- Refuse/Recycle
- Natural Gas
- Electricity
- Parking
- Laundry
- Storage
- Internet
- Other
- N/A

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**
00172495

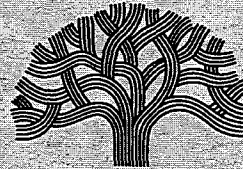
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA SUN GORDON & JANET

BUSINESS LOCATION 534 31ST ST
OAKLAND, CA 94609-3222

BUSINESS TYPE O2 Rental - Apartment

EXPIRATION DATE
12/31/2024



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications>



SUN GORDON & JANET
2981 NORTHWOOD DR
ALAMEDA, CA 94501-1669

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!

000344



CITY OF OAKLAND

Revenue Division - Business Tax Section
250 Frank H. Ogawa Plaza, #1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

Acknowledgement of Payment Received

Date: January 09, 2024

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00172495
Account Name: SUN GORDON & JANET
Account Address: 2981 NORTHWOOD DR ALAMEDA, CA 94501-1669
Account Paid: O - RESIDENTIAL RENTAL PROPERTY
Business Address: 534 31ST ST OAKLAND, CA 94609-3222

Please keep this acknowledgement for your records. Thank you.

Payment received by: TA

2024	
BT Recordation and Tech EFT	\$5.00
BT Gross Receipts O Tax EFT	\$117.85
BT SB1186 (AB1379) EFT	\$4.00
RAP Rent Adjustment Program (O) EFT	\$202.00
Total	\$328.85



www.oaklandnet.com/bustax.html

000345

Owner Statements Regarding Tenant Not Residing in Unit as Principal Residence of 534 31st Street, Unit 1

The tenant Tedros claims to be living in unit 1 as principal residence, but fails to meet the minimum of 6 months occupancy/year. Therefore the owner is petitioning to set initial rents without restriction pursuant to Costa Hawkins (California Civil Code § 1954.53(d)), with evidence as follows:

- Tedros Kifle has not occupied the unit for more than 6 months / year and is not occupying the unit now:
 - For 10-plus months, Tedros Kifle's location was reported to be Africa. He was not seen on the premises. Unknown persons occupied his unit. This was from before December 2022 until around September 2023,
 - For all of 2024, Tedros Kifle has not occupied his unit. There is 24-hour video surveillance of the building premises demonstrating no entries or exits by Tedros Kifle. There have also been 21 on-site visits, and 10 maintenance visits inside the unit without Tedros Kifle present.
 - Note: As soon as possible, notices were provided to the tenant in January 2023, June 2023, September 2023 regarding the lack of residence and reserving rights to the Costa Hawkins rent increase.
- Except for paying rent, Tedros Kifle has stopped performing tenant activities and has assigned his responsibilities to another occupant:
 - For more than 12 months Tedros Kifle was unreachable to landlord contact. Voicemail and text messages went unanswered. The lack of contact lasted from approximately June 2022 until October 2023.
 - Tedros Kifle has delegated communications, maintenance and other unit decisions to the unit occupant Adam Kifle.
- Tedros Kifle is the sole tenant of unit 1 and the only original occupant:
 - Per signed rental agreement dated June 5, 2015, Tedros Kifle has been the only tenant and paying rent. Landlord does not accept rent from any other persons.
 - Tedros Kifle is the only remaining original occupant of the unit. No other original occupants occupy or claim principal residence.

Rental Agreement and Rent Payment Instructions (3 pages)

RENTAL AGREEMENT
(MONTH - TO - MONTH TENANCY)

THIS AGREEMENT, entered into this 2nd day of June 2015 by and between Janet Sun & Gordon Sun and Tedros Kifle hereinafter called respectively lessor and lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of lessee, said lessor does hereby demise and let unto the lessee, and lessee hires from lessor for use as a residence those premises described as located at **534 31st Street, Apt #1, Oakland California 94609** for a tenancy from month-to-month commencing on the 1st day of July and at a monthly rent of \$704 Dollars per month, payable monthly in advance on the 1st day of each and every month. *notified on July 30*

It is further mutually agreed between the parties as follows:

- (1) Said premises is a 1-bedroom apartment and shall be occupied by no more than 2 adults and 1 child.
- (2) Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.
- (3) Lessee shall not violate any city ordinance or state law in or about said premises.
- (4) That all alterations, additions, or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties hereto, be the property of Lessor and shall remain upon and be surrendered with the premises.
- (5) Lessee shall not sub-let the demised premises, or any part thereof, or assign this agreement without the lessor's written consent.
- (6) Any failure by lessee to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall at the option of the lessor, and after lawful notice given, forthwith terminate this tenancy.
- (7) Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

000348

(8) Except as to any condition which makes the premises untenable, lessee hereby waives all right to make repairs at the expense of lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided in Section 1941 of said Civil Code.

(9) The LESSOR agrees to properly cultivate, care for, and adequately water the lawn, shrubbery, trees and grounds.

(10) The LESSOR shall pay for all water & garbage service supplied to the said premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services except as herein provided, supplied to the said premises.

(11) Nothing contained in this agreement shall be construed as in conflict with or waiving any of lessor's rights under the laws of the State of California.

(12) This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than 30 days prior notice in writing.

(13) The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

(14) Remarks:

Based on previous rental agreement
+ rent increases.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.


LESSOR


LESSEE

Original agreement signed between previous owner and tenant on November 1st 1993,

WOLCOTTS FORM 1030—REV. 10-77

000349

INSTRUCTIONS FOR DEPOSITING CASH AT BANK BRANCH

Tedros Kifle
534 31st St
Oakland, CA 94609

Dear Tedros Kifle,

Should you wish, payments can be made in person at the below address:

[REDACTED]
[REDACTED]
[REDACTED]
M-F 9:00am - 5:00pm
[REDACTED]

to the account described below:

[REDACTED]
[REDACTED]
Account Holder name: Janet Sun, Gordon Sun
[REDACTED]

Please feel free to contact me with any questions at: 415-877-0152.

Thank you,

Janet Sun Member # [REDACTED] C/O Patelco

or Mail to:

Janet Sun
Member # [REDACTED] -10
C/O Patelco
71 x 77. 1 40

Notice of reservation of rights June 8, 2023 (2 Pages)

We prepared and served a reservation of rights as soon as we learned of some of the potential names of the current occupants of the unit. This notice was served on all known and unknown occupants in order to preserve our rights to a Costa-Hawkins rent increase.

Notice of Reservation of Rights by Landlord

To: Original Occupant: Tedros Kifle, Yusef Abbe,

Subsequent Occupants: Adam Kifle, Embarfrash Gele, Tserha Kifle,

And all others occupying the premises described below.

Premises to which this Notice relates: 534 31st Street, #1
City of Oakland and County of Alameda, California, ZIP: 94609

PLEASE TAKE NOTICE THAT THE OWNER IS RESERVING ALL RIGHTS:

Under the Oakland Residential Rent Adjustment Program Ordinance, the Landlord may set rents without restriction when a covered unit is sublet or assigned and none of the original occupants permanently reside in the covered unit.

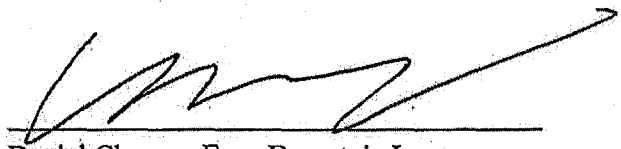
California Civil Code Section 1954.53(d)(2) provides: "If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996." Landlord reserves the right to increase the rent under that law when the last Original Occupant vacates.

Neither the actions of Landlord in compliance with any state or local laws with regards to replacement roommates, nor the giving of this Notice, nor the failure to object or take action as a result of a new occupant residing with Original Occupant, nor the acceptance of rent constitutes any approval of the occupancy by a new occupant, or acknowledgment of that tenant being a Tenant in Possession as defined under the Oakland Residential Rent Adjustment Program Ordinance Section 8.22.010, or any waiver of any rights of Landlord under Oakland Residential Rent Adjustment Program Ordinance Section 8.22.080(D), California Civil Code Section 1954.53(d)(2), or otherwise constitute an acceptance of, or consent to, any additional occupant, or a waiver of any rights the landlord may have under the terms of the existing rental agreement or any current or future law.

In the event that the rental agreement contains a provision requiring all modifications to be in writing, you are reminded of that requirement and advised that the Landlord intends to enforce it, and it may not be waived by the statement of persons in the employ of Landlord who are not authorized to make leasing decisions. You cannot rely on oral statement by others.

Dated: 6/8/23

By:


Daniel Cheung, Esq., Bornstein Law
Attorneys and Duly Authorized Agent for Landlord

Sun

DECLARATION OF SERVICE OF NOTICE TO TENANT

1. At the time of service I was at least 18 years of age and not a party to this action, and I served copies of the (specify documents):
NOTICE OF RESERVATION OF RIGHTS BY LANDLORD

2. a. Party served: TEDROS KIFLE

b. Person served:

3. By delivery at:
534-31ST STREET #1, OAKLAND, CA 94609

a. ON, the date of: 6/8/2023 b. AT, the time of: 7:53 PM

4. I served the party named in item 2 by:

- (1) By delivering a copy to the tenant personally.
(2) If he or she is absent from his or her place of residence, and from his or her usual place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the tenant at his or her place of residence.
(3) If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there can not be found, then by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the tenant at the place where the property is situated. Service upon a subtenant may be made in the same manner.

(b) The notices required by Section 1161 may be served upon a commercial tenant by any of the following methods:

- (1) By delivering a copy to the tenant personally.
(2) If he or she is absent from the commercial rental property, by leaving a copy with some person of suitable age and discretion at the property, and sending a copy through the mail addressed to the tenant at the address where the property is situated.
(3) If, at the time of attempted service, a person of suitable age or discretion is not found at the rental property through the exercise of reasonable diligence, then by affixing a copy in a conspicuous place on the property, and also sending a copy through the mail addressed to the tenant at the address where the property is situated. Service upon a subtenant may be made in the same manner.

(c) For purposes of subdivision (b), "commercial tenant" means a person or entity that hires any real property in this state that is not a dwelling unit, as defined in subdivision (c) of Section 1940 of the Civil Code, or a mobilehome, as defined in Section 798.3 of the Civil Code.

Date Copies Mailed:

From: MAILING DECLARATION ATTACHED

5. Person serving (name, address and telephone No.):



STEVEN PONTIFLET
ACTION ATTORNEY SERVICE
P.O. BOX 19255
OAKLAND, CA 94619
CELL (510) 326-9605 ALAMEDA. #1255

- a. Fee for service: \$ 100
b. Not a registered California process server.
c. Exempt from registration under B&P § 22350(b).
d. Registered California process server.
(1) Employee or independent contractor
(2) Registration No.: ALAMEDA REG# 1593
(3) County

6. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
7. I am a California sheriff, marshal, or constable and I certify that the foregoing is true and correct.

Date: 6/10/2023

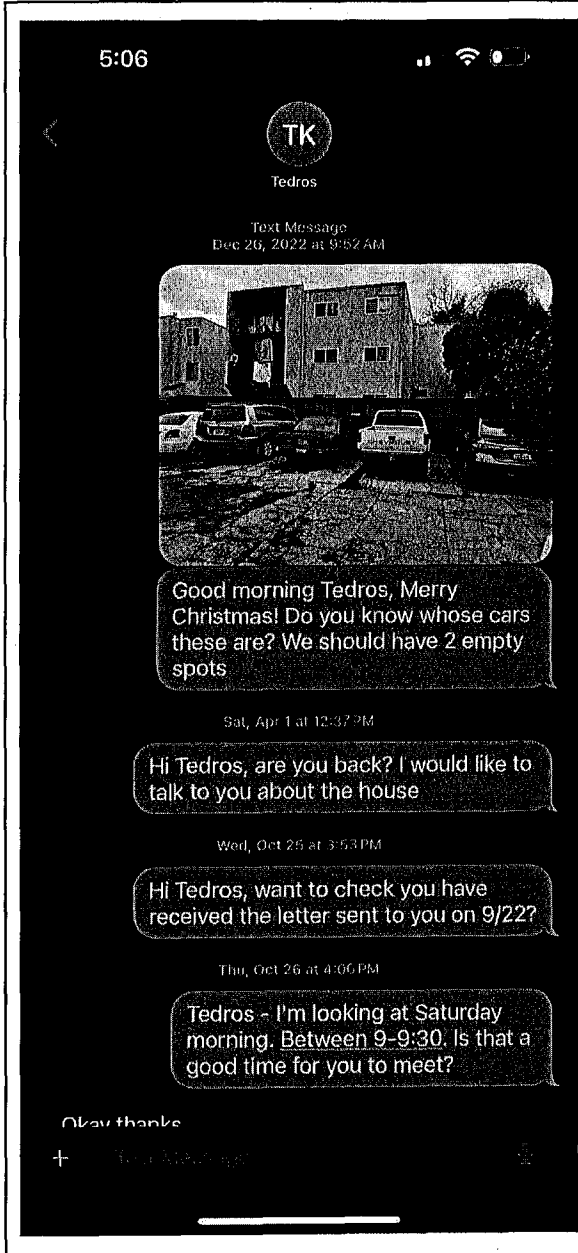
Handwritten signature and line for signature.

30653

(SIGNATURE)

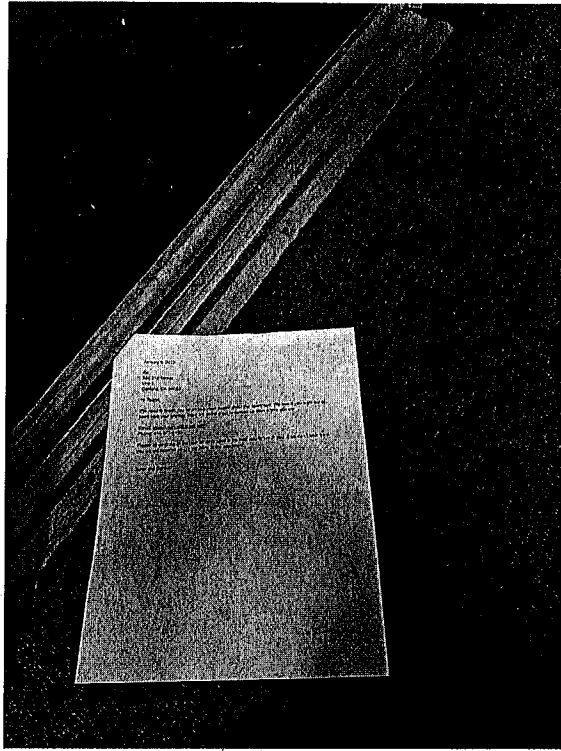
NOTICE TO RESIDENT
(Tenant)

Communications with Tedros Kifle, Tserha Kifle, and Adam Kifle 2022 - 2024 (8 pages)



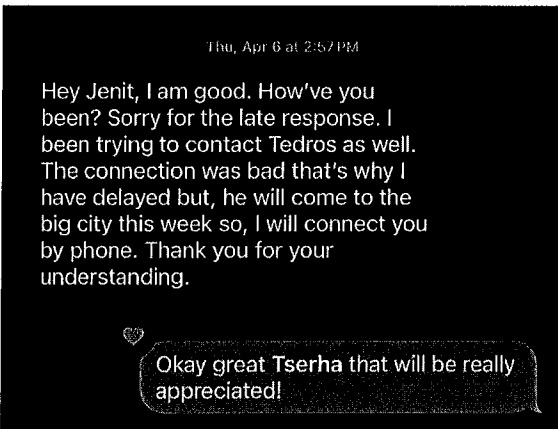
December 2022

Tedros Kifle has been unresponsive to landlord contacts. Phone calls have been unanswered for several months. Not responding to text messages.



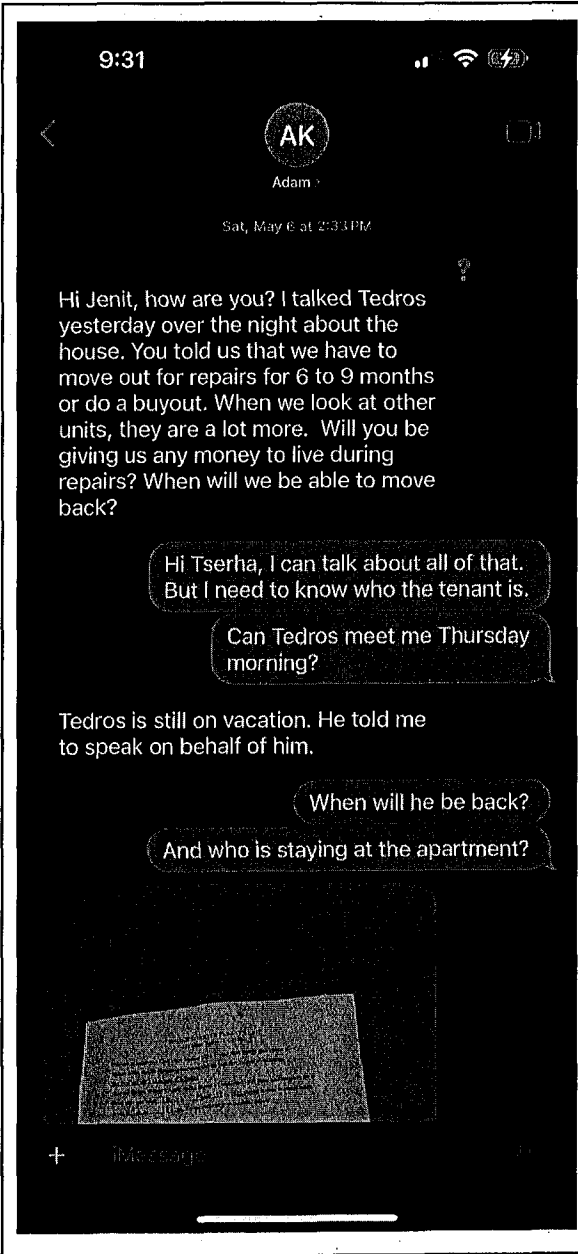
January 6, 2023

Notice is provided to Tedros Kifle to contact the landlord in 30 days.



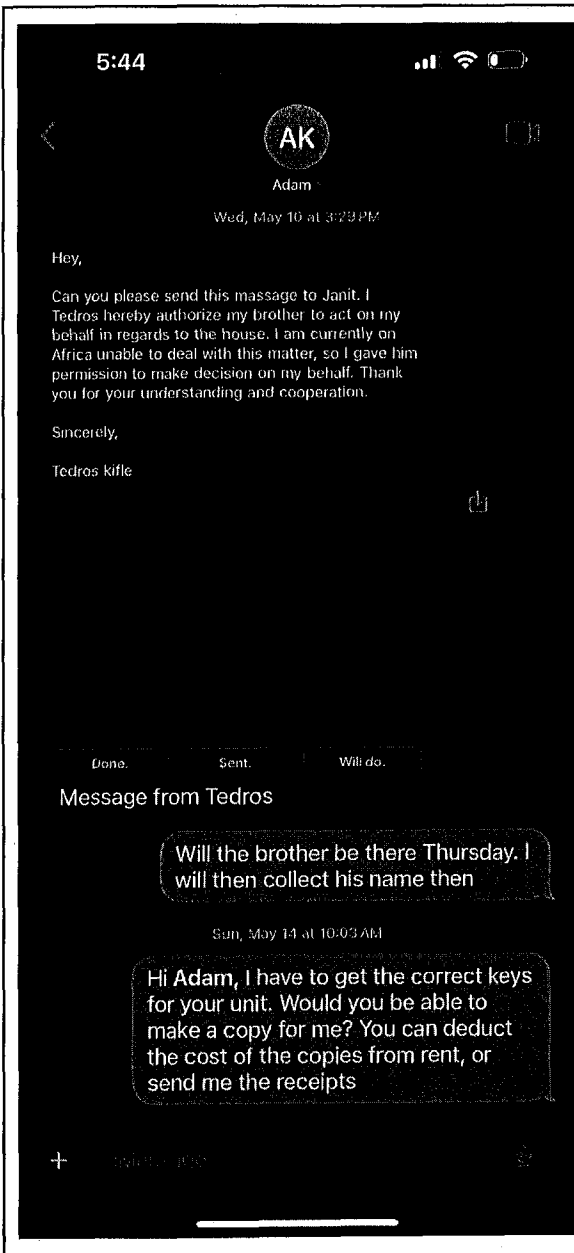
Jan 6, 2023 - April 6, 2023

Tserha Kifle, Adam Kifle - sister and brother of Adam Kifle send phone and text messages that they're trying to contact Tedros Kifle



May 6, 2023- May 10, 2023

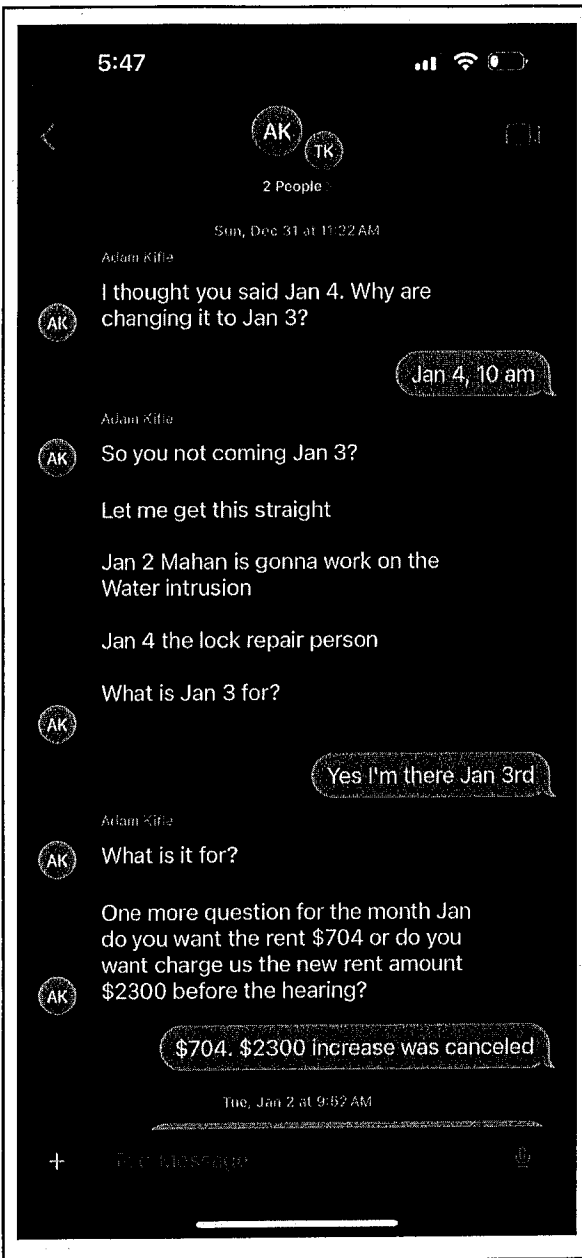
Adam Kifle initiates buyout negotiation for Tedros Kifle: "Tedros is still on vacation. He told me to speak on behalf of him"



Tedros Kifle delegates tenant responsibilities:

"I am currently on Africa unable to deal with this matter."

"I Tedros hereby authorize my brother to act on my behalf in regards to the house"



Dec 2023 - 2024

Adam Kifle continues to be the primary tenant contact.

Communications and decision that Adam Kifle presides over:

- Maintenance
- Rent inquiries
- Move-out negotiations

\$40,000,
\$10,000 paid on contract signed,
\$30,000 paid on moveout

Moveout date: Nov 1st
Pay rent: Yes
Early Moveout Bonus:
equal to rent for each month until Nov
1

Example: if move out is June 1, then
extra bonus is 5x \$704 (or 5x \$792 if
rent increase is approved)= \$3520 (or
\$3960 if rent increase approved)

Tue, Jan 16 at 8:36 AM

Hey Adam and Tedros, I found out the
City of Oakland estimates only a 8
month lead time whole house remodel
permit. So it will not make sense for us
to sign the Nov 1 agreement. I'm sorry
about that

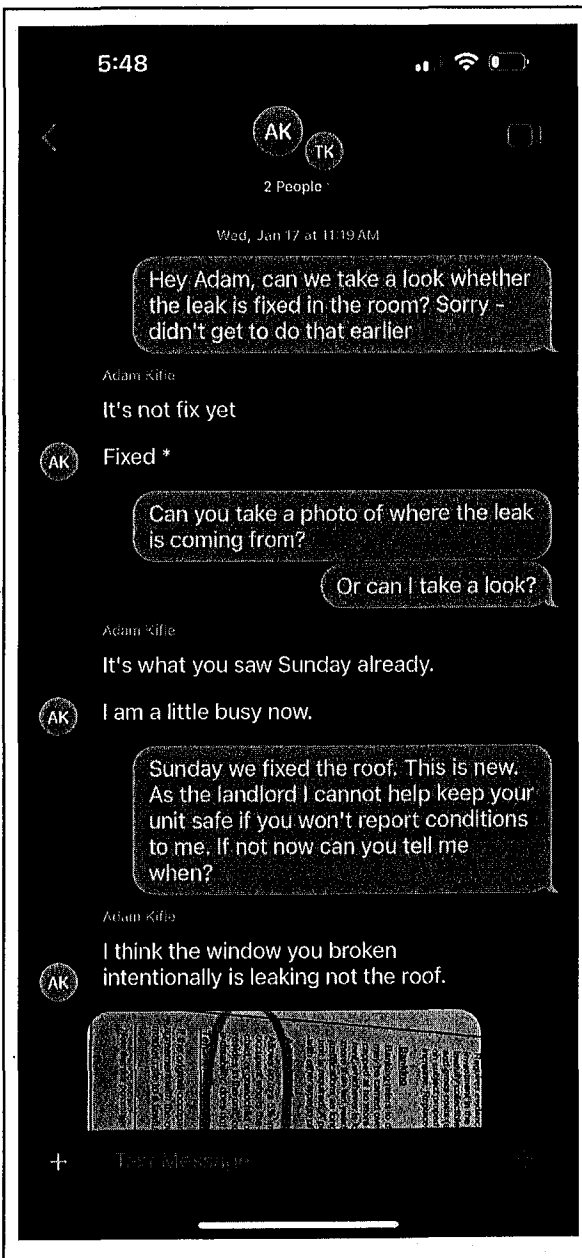
Latest will be September 1.

Adam Kifle

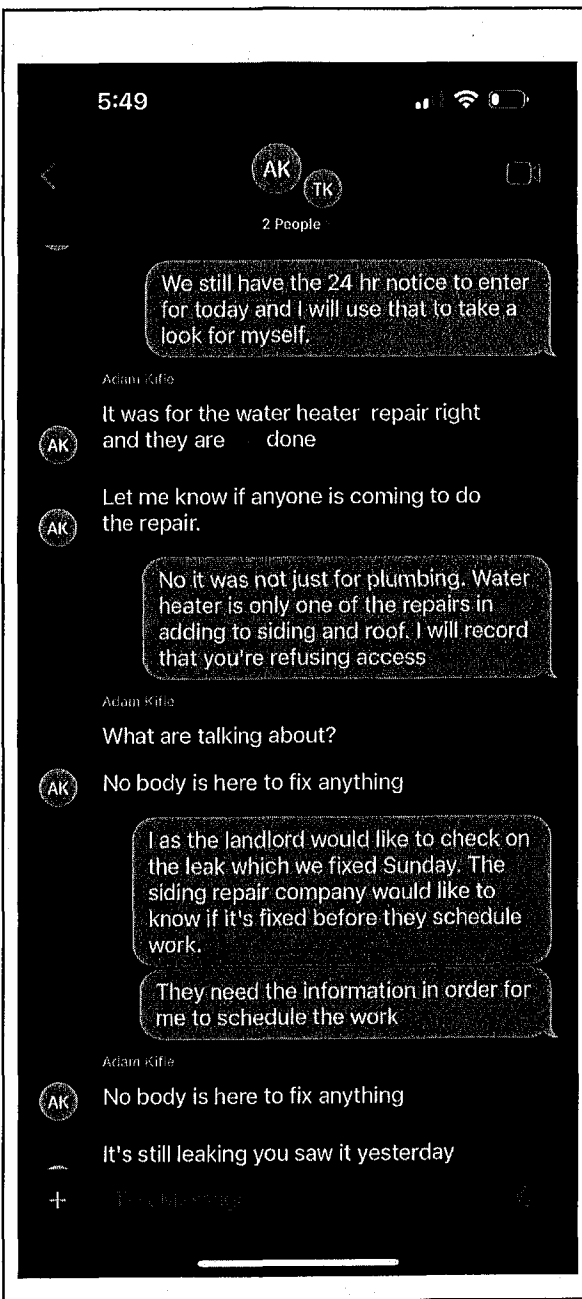
Janet it's important for us to have the
Nov 1 date to move out just in case. It
don't mean we gonna stay that long,
but we need to have the peace of
mind. We have a mother older than 70.



Adam Kifle negotiates a buyout on behalf of
Tedros Kifle.

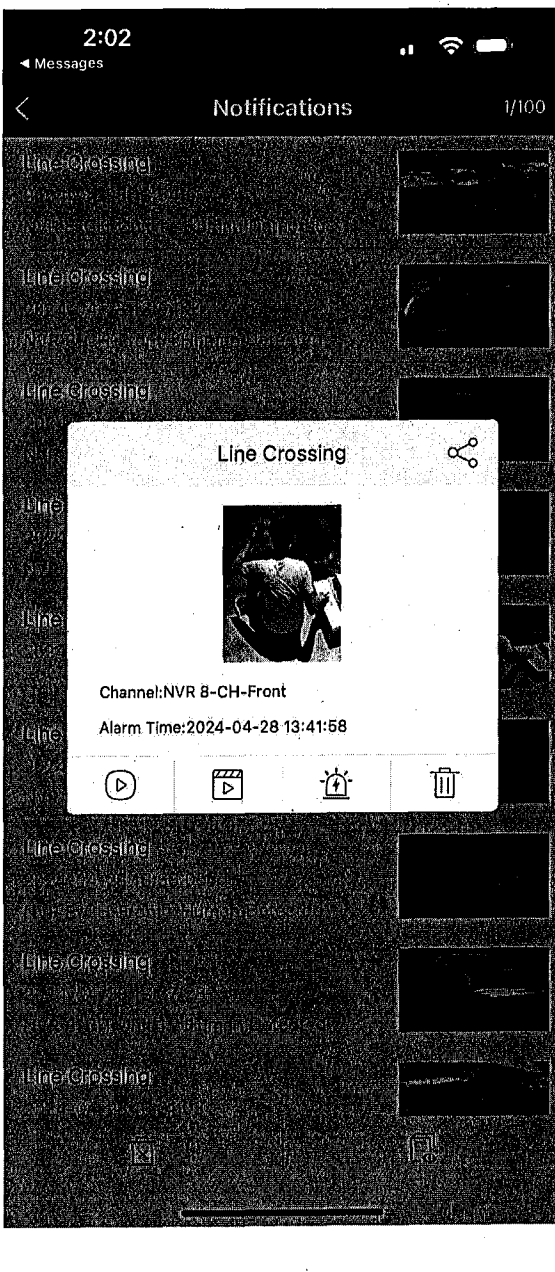


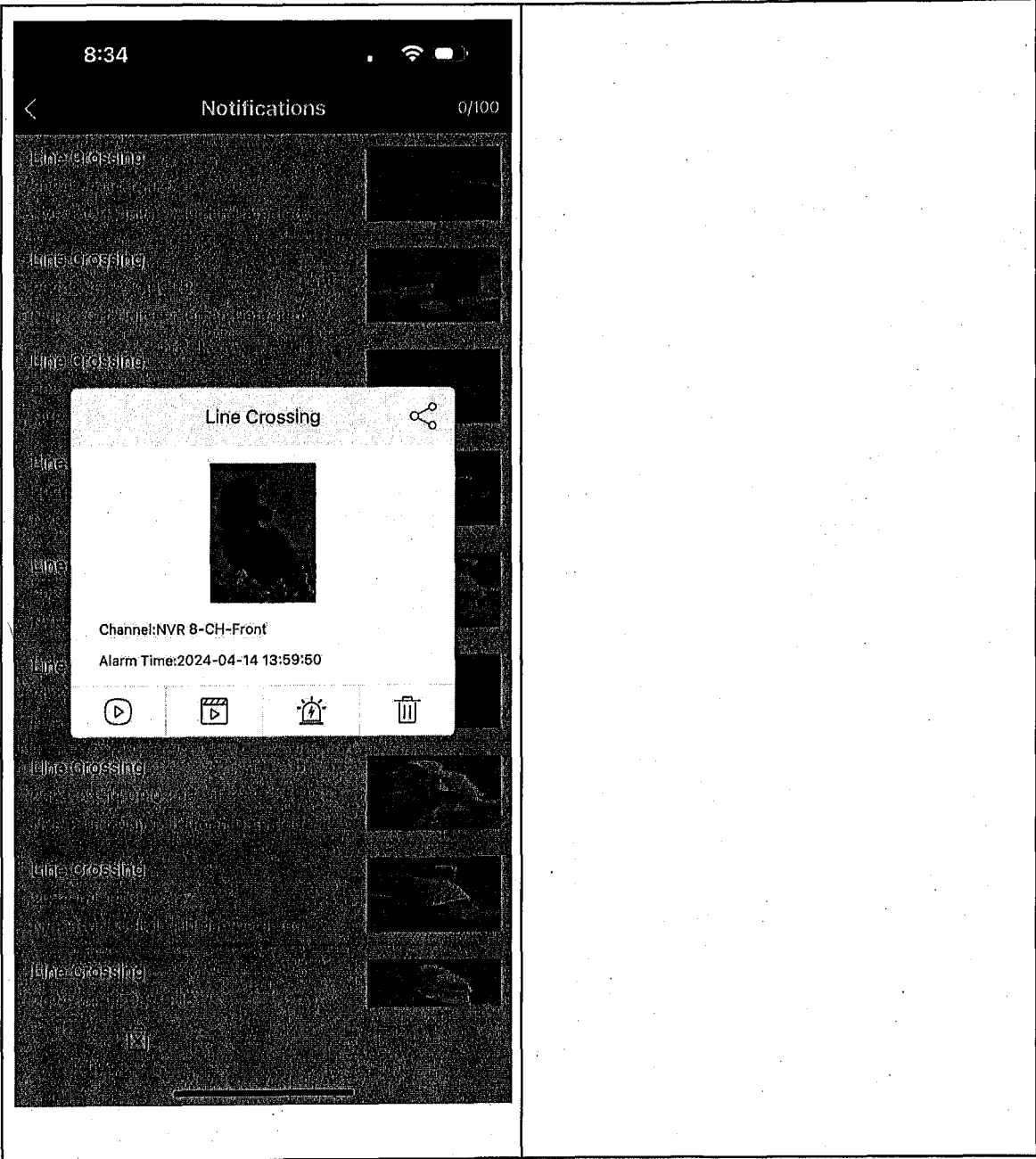
Adam Kifle presides over whether to report the condition of the unit to the landlord.

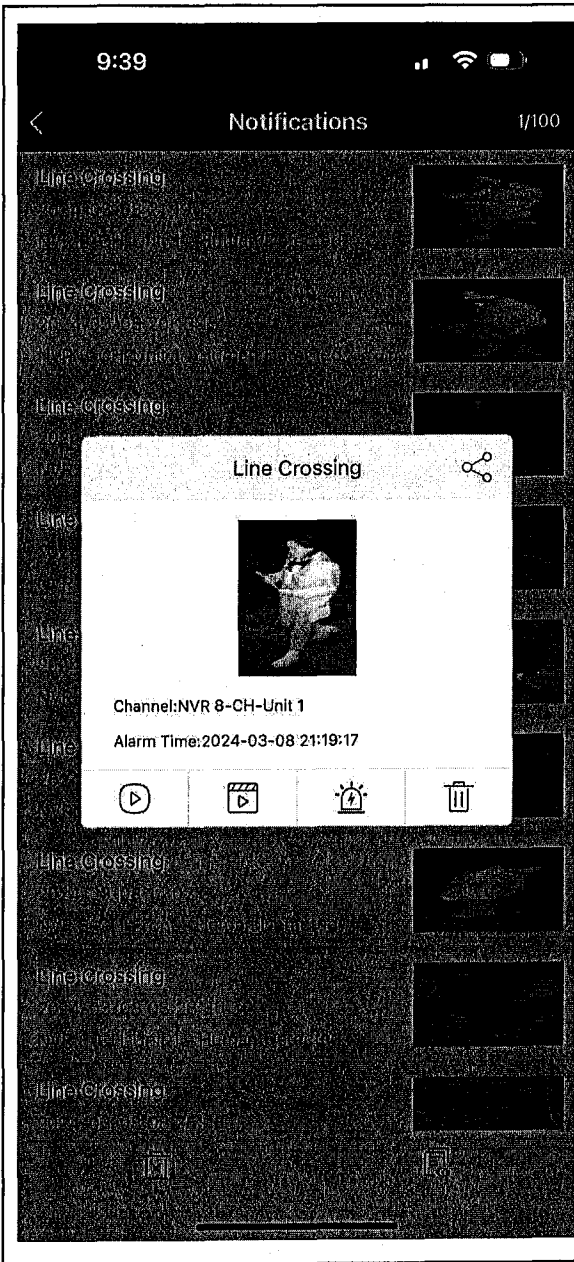


Adam Kifle decides what constitutes a repair and whether to allow notified access for repairs.

24 hr Video Surveillance of Building Premises - No Records of Tedros Kifle (4 pages)

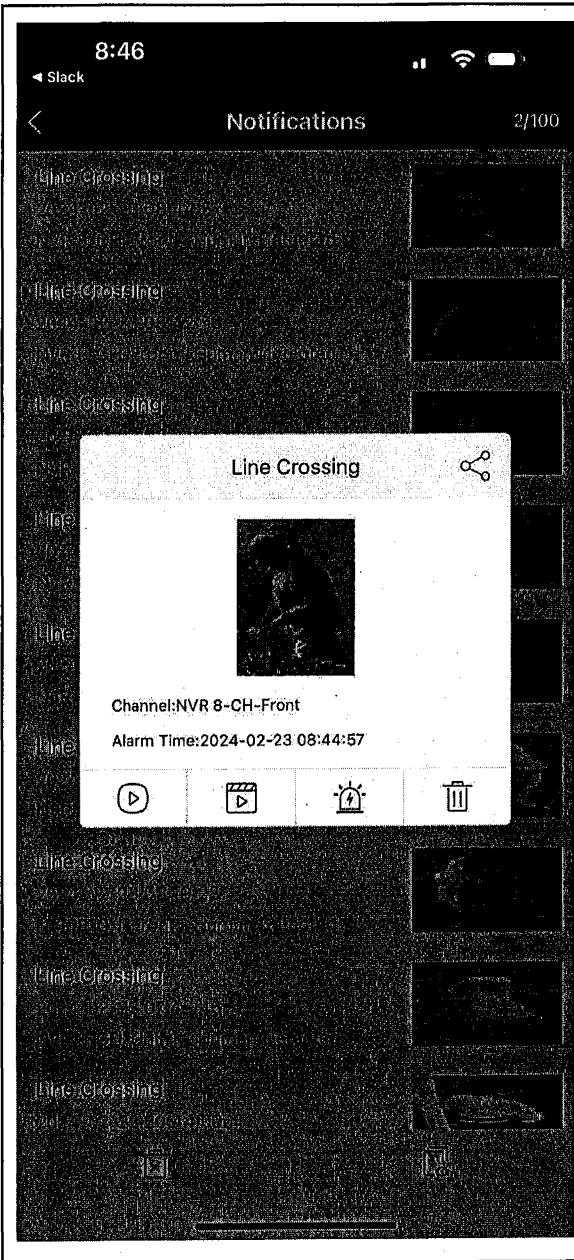
	<p>24-hr surveillance system.</p> <p>Tedros Kifle is not present.</p> <p>All below recordings are available:</p> <ul style="list-style-type: none">• Near-daily crossings occupants of the unit• Weekly/monthly crossings by regular vendors and landlord• Occasional crossings by neighbors and delivery persons
--	---





Daily / near-daily crossings by other occupants (Adam Kifle and mother)

Regular crossings by landlord (Janet Sun)



Vendor crossings

9:45

Remote Playback

2024-04-01 14:28:48

04 06 08 10 12 14 16 18 20 22 00

Sun Mon Tue Wed Thu Fri Sat

31 1 2 3 4 5 6

Recording Type Deselect all

- AI Event-Line Crossing
- AI Event-Intrusion
- Other AI Events
- Manual

Delivery person crossings

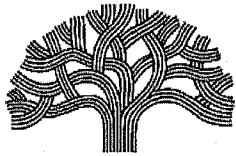
Recording Type	Time	Duration	File Name	Size	Format
Folder	Apr 15 - Apr 14		Apr 15, 2024 at 8:56PM		Folder
Folder	Apr 15 - May 1		Apr 15, 2024 at 6:22PM		Folder
Folder	Feb 1 - Feb 18		Mar 10, 2024 at 6:20PM		Folder
Folder	Feb 19 - Mar 10		Apr 1, 2024 at 9:40PM		Folder
Folder	Mar 11 - Mar 29		Apr 1, 2024 at 9:28PM	637 KB	AVI movie
AI Event-Line Crossing	Front_2024031161340.avi	Apr 1, 2024 at 9:28PM		873 KB	AVI movie
AI Event-Line Crossing	Front_20240312073192.avi	Apr 1, 2024 at 9:28PM		539 KB	AVI movie
AI Event-Line Crossing	Front_20240312073506.avi	Apr 1, 2024 at 9:28PM		659 KB	AVI movie
AI Event-Line Crossing	Front_20240312074059.avi	Apr 1, 2024 at 9:28PM		669 KB	AVI movie
AI Event-Line Crossing	Front_20240312082012.avi	Apr 1, 2024 at 9:28PM		849 KB	AVI movie
AI Event-Line Crossing	Front_20240312082857.avi	Apr 1, 2024 at 9:29PM		374 KB	AVI movie
AI Event-Line Crossing	Front_20240312100009.avi	Apr 1, 2024 at 9:29PM		741 KB	AVI movie
AI Event-Line Crossing	Front_20240312133008.avi	Apr 1, 2024 at 9:29PM		668 KB	AVI movie
AI Event-Line Crossing	Front_20240312133027.avi	Apr 1, 2024 at 9:29PM		874 KB	AVI movie
AI Event-Line Crossing	Front_20240312140224.avi	Apr 1, 2024 at 9:29PM		728 KB	AVI movie
AI Event-Line Crossing	Front_20240312155910.avi	Apr 1, 2024 at 9:29PM		625 KB	AVI movie
AI Event-Line Crossing	Front_20240312154403.avi	Apr 1, 2024 at 9:29PM		825 KB	AVI movie
AI Event-Line Crossing	Front_20240312155148.avi	Apr 1, 2024 at 9:29PM		655 KB	AVI movie
AI Event-Line Crossing	Front_20240312084412.avi	Apr 1, 2024 at 9:29PM		680 KB	AVI movie
AI Event-Line Crossing	Front_20240312084820.avi	Apr 1, 2024 at 9:29PM		621 KB	AVI movie
AI Event-Line Crossing	Front_20240312085786.avi	Apr 1, 2024 at 9:29PM		723 KB	AVI movie

Backups videos

Landlord Unit 1 On-site Logs

Date	In Unit 1?	Tenant Contact
1/08/2022	N	
2/5/2022	N	
3/13/2022	Y	Tedros Kifle
4/1/2022	N	
5/5/2022	N	
5/7/2022	N	
6/6/2022	N	
6/20/2022	N	
6/30/2022	N	
8/6/2022	N	
9/3/2022	N	
10/1/2022	N	
11/19/2022	N	
12/3/2022	N	
12/26/2022	N	
1/3/2024	N	
1/6/2023	N	
2/11/2023	N	
3/18/2023	N	
5/13/2023	Y	Adam Kifle
6/12/2023	N	
7/8/2023	N	
8/12/2023	N	
9/9/2023	N	

10/7/2023	N	
11/18/2023	N	
12/15/2023	N	
12/24/2023	Y	Adam Kifle
1/4/2024	Y	Adam Kifle
1/6/2024	Y	Adam Kifle
1/7/2024	Y	Adam Kifle
1/10/2024	N	
1/11/2024	N	
1/14/2024	Y	Adam Kifle
1/15/2024	Y	Adam Kifle
1/17/2024	N	
1/18/2024	Y	Adam Kifle
1/19/2024	Y	Adam Kifle
1/23/2024	N	
1/25/2024	N	
1/26/2024	N	
1/27/2024	N	
1/28/2024	N	
1/29/2024	Y	Adam Kifle
2/4/2024	N	
2/9/2024	N	
2/17/2024	N	
2/21/2024	Y	Adam Kifle
3/8/2024	N	
04/05/2024	N	



CITY OF OAKLAND

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

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

NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name: Sun v. Tenant
Property Address: 534 31st Street, Oakland, CA, USA , Oakland, CA
Case Number: L24-0025

The Settlement Conference and Hearing will be held remotely, on Zoom, a free application for audio/video conferences.

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Hearing (if there is no settlement conference) will begin on:

Date: July 1, 2024
Time: 10:00 AM
Place: REMOTELY via Zoom

You will receive the Zoom invite prior to the hearing date. Please make sure the Case Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program office remains closed and staff is working remotely. If you do not have an email address, please contact the Case Analyst by phone to discuss best ways to contact you.

Submitting Evidence

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned Case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or credit card account numbers and Social Security numbers. The Hearing Officer can also use the

000369

official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration. If you do not have access to email, the documents may be submitted to the Case Analyst by mail.

Request to Change Date

A request for a change in the date or time of the Settlement Conference and Hearing (“continuance”) must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

Hearing Record

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If a settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

Representatives

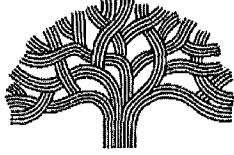
Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

Interpreter

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters if it is requested on the petition or response forms or in writing in advance of the Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant other language and they will fully interpret the proceeding to the best of their ability.

Failure to Appear for Hearing

If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer’s discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing or conduct the Hearing and render a decision without the respondent’s participation.



CITY OF OAKLAND

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

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay 711
www.Oaklandca.gov/RAP

May 09, 2024

Petitioner

Owner
Gordon Sun
2981 Northwood Drive
Alameda, CA 94501

Owner Representative
Janet Sun
2981 Northwood Dr
Alameda, CA 94501

Respondent

Tenant
Tedros Kifle
534 31st Street, Oakland, CA, USA Unit 1
Oakland, CA 94609

RE: Notice to Parties of Petition Filed

Dear Parties:

The Rent Adjustment Program has received a Petition filed by the **Petitioner** listed above. The Proof of Service filed with the Petition states that the Petition was served on the **Respondent(s)** listed above. If you are a Respondent, and you did not receive the Petition, please contact the case analyst (listed below).

As instructed on the Petition, the Respondent(s) have 30 days from the date of service (if served personally) and 35 days (if served by mail) to file a Response to the Petition. To file a Response, the Respondent(s) must serve a Response on the Petitioner and file the Response (along with a Proof of Service) with the Rent Adjustment Program.

Both the Tenant and Property Owner Response forms can be found at <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. Each response form contains additional filing instructions.

If you do not file a timely Response, the Petition may be granted without a Hearing, or, if a Hearing does occur, you may not be permitted to produce testimony or evidence.

The case has been assigned Case No. L24-0025

The case title is Sun v. Tenant

The analyst assigned to your case is Brittini Jackson, who can be contacted either by telephone at (510) 238-6415 or by email at blothlen@oaklandca.gov.

Please note that you are required to serve a copy of any documents filed with the Rent Adjustment Program on the other party (or parties). You must file a Proof of Service with the Rent Adjustment Program together with the document(s) being filed indicating that the document(s) have been served.

Property Owner Petitions that include more than 25 pages of additional documents with the petition are exempt from this requirement, and the owner may choose to not serve all tenants with those documents. If the Owner Petition indicates that additional documents exist that are not being served pursuant to this exception, a tenant may request a copy of the documents in their Tenant Response form or view the documents by scheduling a file review with RAP. If the Tenant Response form indicates that the tenant wishes to receive copies of all filed documents, the owner must provide them within 10 days.

All documents filed by either party are available for review at the Rent Adjustment Program Office by **appointment only**. If you wish to review the case file, call (510) 238-3721 to schedule an appointment.

If you have questions or need additional information, please contact your assigned analyst.

Thank you.

Rent Adjustment Program

PROOF OF SERVICE

Case Number: L24-0025

Case Name: Sun v. Tenant

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, Oakland, California, addressed to:

Documents Included

Notice of Remote Settlement Conference and Hearing
Notice to Parties
Copy of Landlord Petition
Tenant Response Form

Owner

Gordon Sun
2981 Northwood Drive
Alameda, CA 94501

Owner Representative

Janet Sun
2981 Northwood Dr
Alameda, CA 94501

Tenant

Tedros Kifle
534 31st Street, Oakland, CA, USA Unit 1
Oakland, CA 94609

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 **May 09, 2024** in Oakland, California.

000373

Deborah Griffin

Deborah Griffin
Oakland Rent Adjustment Program

000374



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

TEL (510) 238-3721
FAX (510) 238-6181
CA RELAY 711

**ZOOM INVITATION FOR RAP REMOTE HEARING
L24-0025 Sun v. Tenant**

To the Parties:

Your hearing scheduled will take place on **July 1, 2024 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

Topic: Hearing L24-0025 Sun v. Tenant

Time: July 01, 2024 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82220942161?pwd=K0I1YXAxNWFZeeFtLzdreGh3a0dnUT09>

Meeting ID: 822 2094 2161

Passcode: 558830

One tap mobile

+16699009128,,82220942161#,,,*558830# US (San Jose)

+16694449171,,82220942161#,,,*558830# US

Dial by your location

• +1 669 900 9128 US (San Jose)

• +1 669 444 9171 US

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

000375

- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US

Meeting ID: 822 2094 2161

Passcode: 558830

Find your local number: <https://us02web.zoom.us/j/82220942161>

To download Zoom:

On a smartphone:

1. Go to the “App store,” “Google play,” “Android Apps,” or the “Play Store”
2. Search for Zoom
3. Download “Zoom” or “Zoom Cloud Meetings.”

On a computer:

1. Open a browser (Firefox, Internet Explorer, Google Chrome, or any other web browser)
 2. Search for “Zoom” in the search box; or type in “zoom.us” in the address bar
- *In either case, you will be directed to the Zoom website. Create a Zoom account.

If you have technical questions, I find the following link helpful in navigating

Zoom: <https://support.zoom.us/hc/en-us/articles/115004954946-Joining-and-participating-in-a-webinar-attendee->

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties connecting to the meeting or to discuss your technology access, please contact me immediately.

Cordially,

Brittini Jackson

City of Oakland

Housing and Community Development
Department

Rent Adjustment Program 250 Frank H.
Ogawa Plaza, 5th Floor Oakland, CA
94612

Main: (510) 238 - 3721

Telephone: (510) 238 - 6415

Fax: (510) 238 – 6181

PROOF OF SERVICE
Case Number: L24-0025
Case Name: Sun v. Tenant

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, Oakland, California, addressed to:

Documents Included

Zoom Invitation for RAP Remote Hearing

Owner

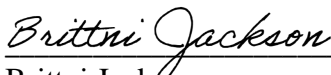
Gordon & Janet Sun
2981 Northwood Drive
Alameda, CA 94501

Tenant

Tedros Kifle
534 31st Street Unit 1
Oakland, CA 94609

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 **May 28, 2024** in Oakland, California.



Brittni Jackson
Oakland Rent Adjustment Program



ADMINISTRATIVE DECISION

CASE NUMBER: L24-0025

CASE NAME: Sun v. Tenant

PROPERTY ADDRESS: 534 41st Street, Unit 1
Oakland, CA

PARTIES: Janet Sun, Owner’s Representative

SUMMARY OF DECISION

The Owner’s petition is denied.

INTRODUCTION

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

BACKGROUND

On May 1, 2024, the Owner, by and through their representative, filed the petition herein for approval of a rent increase on the ground that the Tenant in Unit 1 was not residing in the unit as their principal residence.¹ The Tenant did not file a response to the petition.

On May 21, 2024, the Owner reported that the unit was vacant pursuant to a no-fault eviction.

¹ O.M.C. § 8.22.070(C)(f)

RATIONALE FOR ADMINISTRATIVE DECISION

On May 1, 2024, the Owner, filed the petition herein for approval of a rent increase on the ground that the Tenant in Unit 1 was not residing in the unit as their principal residence.²

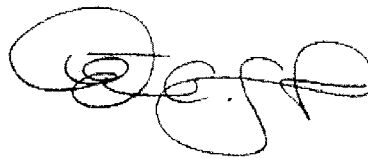
The Rent Adjustment Ordinance defines a tenant as a person entitled to the use or occupancy of any covered unit by written or oral agreement.³

On May 21, 2024, the subject unit was reported as vacant by the Owner, effective May 16, 2024. Accordingly, the issue raised in the petition no longer exists and cannot be addressed. Therefore, the Owner's petition is denied.

ORDER

1. Petition L24-0025 is denied.
2. The Remote Settlement Conference and Hearing, scheduled for July 1, 2024, 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 seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: June 28, 2024

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

² O.M.C. § 8.22.070(C)(f)

³ O.M.C. § 8.22.020

PROOF OF SERVICE
Case Number L24-0025

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

Administrative Decision

Owner

Gordon & Janet Sun
2981 Northwood Drive
Alameda, CA 94501

Tenant

Tedros Kifle
534 31st Street, Unit 1
Oakland, CA 94609

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 2, 2024** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program



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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Gordon Sun	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 534 31st Street, Unit 1, Oakland, CA 94609	
Appellant's Mailing Address (For receipt of notices) 2981 Northwood Drive, Alameda, CA 94501	Case Number L24 - 0025
	Date of Decision appealed 07/12/2024
Name of Representative (if any) Janet Sun	Representative's Mailing Address (For notices) 2981 Northwood Drive, Alameda, CA 94501

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

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

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

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.*

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

I served a copy of: Appeal for L24 - 0025 (insert name of document served)

And Additional Documents

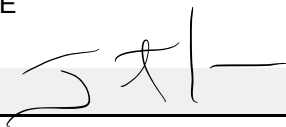
and (write number of attached pages) 4 attached pages (not counting the Appeal Form or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<u>Name</u>	Tedros Kifle
<u>Address</u>	304 FAIRMOUNT AVE APT 1
<u>City, State Zip</u>	OAKLAND, CA 94611
<u>Email Address</u>	kifletedros594@gmail.com
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

Email Address	
----------------------	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 7/12/2024(insert date served).

Janet Sun
PRINT YOUR NAME

SIGNATURE

7/12/2024
DATE

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 responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional 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 case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

Appeal - L24-0025

This is an appeal of the administrative decision on case number L24-0025 issued 07/01/2024. The grounds for appeal and explanations are listed below:

1. I was denied a sufficient opportunity to present my claim

The administrative decision was based on a May 16, 2024 owner-reported unit vacancy that was not part of the petition. I was not aware the owner-reported unit vacancy would be used to render the decision or that the decision would use evidence from after May 1, 2024 the date of the petition. The evidence that would have been presented are:

- a. the circumstances of the no-fault eviction where the tenant reserves the right to return and therefore remains subject to the rent and allowed rent increases (attached)
- b. The evidence that the tenant failed to reside in the unit from May 1, 2024 - May 15, 2024 until the relocation.
 - i. The tenant continued to be completely absent from the unit from May 1, 2024 - May 6, 2024
 - ii. The tenant continued to not use the unit as sleeping quarters from May 1, 2024 - May 15, 2024, despite visiting the unit for the first time on May 7, 2024 one day after the notice of the petition was delivered.

2. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.

The administrative decision classified Tedros Kifle as someone not a tenant and not “entitled to the use or occupancy of any covered unit by written or oral agreement”. However under the no-fault eviction exercised (OMC 8.22.360), Tedros Kifle holds a first right to return to the premises at the same rent and pursuant to a rental agreement, and therefore is a person entitled to the use or occupancy of the covered unit by written or oral agreement.

The rationale for the administrative decision incorrectly states that the issue raised in the petition “cannot be addressed”. However the issue can be addressed by rent increase after the tenant’s return to the unit under OMC 8.22.360.

3. The decision violates federal, state, or local law.

The rationale for the administrative decision incorrectly stated that the issue raised in the petition “no longer exists”. This statement conflicts with the determination of principal residence (California Code, Revenue and Taxation Code 18662, Section 121 Internal Revenue Code) based on a prior period and/or the last tax year. The evidence in the petition holds valid for tenant not residing in the unit as principal residence even after applying all of the following periods and therefore should be considered:

- Last 12 months from today (July 12, 2024)
- Last 12 months from the date of the relocation (May 16, 2024)

000384

- Last 12 months from the date of the petition (May 1, 2024) and
- Last tax year (TY 2023)

temporarily moving out agreement

Tedros Kifle <kifletedros594@gmail.com>
To: janet.sun@gmail.com

Tue, May 14, 2024 at 8:53 AM

Tedros Kifle

534 31st APT#1 Oakland CA 94609

kifletedros594@gmail.com
(510)830-6533
05/09/2024

Janet Sun
[2981 Northwood Dr Alameda, 94501](#)

Dear Janet

I am writing to inform you of my decision to temporarily vacate the premises at 534 31st APT#1 Oakland California 94609 due to the notice you have provided. After careful consideration, I have determined that it is in my best interest to comply with the terms outlined in the notice and temporarily relocate since we have been without a bedroom for the past three months. Please be assured that my intention is to return to the property once the specified period of time has elapsed. I am committed to fulfilling my obligations as a tenant and maintaining a positive landlord-tenant relationship. I am willing to discuss any necessary matters during my absence. I kindly request that you acknowledge receipt of this letter and confirm your understanding of my temporary relocation plans. Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me at

Tedros Kifle
(510)830-6533 Or My brother
Adam (510)880-9295
kifletedros594@gmail.com Or My brother
Adam adamhkifle@gmail.com
Mail address

000386

OAKLAND, CA 94611

Sincerely,

Tedros Kifle.



MEMORANDUM

Date: November 26, 2024
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Oliver Luby, Deputy City Attorney
Re: Appeal Memo in T23-0075, Willis v. Godwin Properties
Appeal Hearing Date: December 3, 2024

Property Address: 260 Lee Street, Oakland, CA

BACKGROUND

The tenant filed a petition on May 26, 2023, alleging decreased housing services. A hearing was held on August 22, 2023. The hearing officer determined that an owner response was not filed and partially granted the petition. The hearing decision issued on November 30, 2023, granted decreased housing service claims for window, mailbox, unfinished kitchen/dining room, unfinished living room, unfinished bathroom, bathroom leak relocation, unfinished bedroom, heat, mold, and kitchen breaker. The hearing decision granted a total of \$24,925.39 for past decreased housing services amortized over 65 months, consisting of:

- \$1,554 for bathroom leak relocation;
- \$58.35/month reduction for heat (7 months);
- \$1.00/month reduction for mold (10 months);
- \$1.00/month for kitchen breaker (6 months);
- various monthly reductions (6% or less each totaling \$1,530.88/month) for six different decreased services from 10/1/22 – 12/31/23 (15 months each).

The owner and the tenant appealed. The owner’s appeal stated that a response had been filed, that the hearing officer unfairly denied the owner the opportunity to submit evidence regarding the petitioner’s claims, and the Rent Regulations gave each party the right to rebut evidence and submit exhibits. After the Board heard the appeals

and issued a decision, the appeal decision was served to the parties on March 12, 2024.

The Board's decision remanded the case back to the hearing officer for a limited hearing on the issue of whether or not the owner filed a response. The decision further directed that, if it was found that the owner did file a response, the hearing officer must have a new hearing on the matter, for which the owner would be allowed to submit their response and testify based on the response, and render a new decision on all issues in the petition. If it was found that the owner did not file a response, the Board's decision directed that the hearing officer reconsider the cockroaches finding. Whether or not it was found that the owner filed a response, the decision directed that the hearing officer (1) apply the 90-day limit on restitution from OMC Section 8.22.090.A.3.b and (2) limit any amortization period to 12 months, unless the hearing officer found extraordinary circumstances existed to warrant a longer period, as provided by Rent Regulation Section 8.22.110.F.

RULING ON REMAND

After a remand hearing was held on June 4, 2024, the hearing officer issued a remand hearing decision on August 1, 2024, finding based on testimony that the owner mailed a copy of the response to the tenant but did not mail a copy to the Rent Adjustment Program. The hearing officer further found the owner failed two additional requirements necessary in order to file a response, (1) evidence of registration with the Rent Adjustment Program¹ and (2) evidence of service of written notice of the existence and scope of the Rent Adjustment Program on the tenant (RAP notice). The hearing officer determined that the owner did not satisfy the RAP notice requirement for purposes of being able to respond based on testimony from the tenant that the RAP notice provided at the inception of tenancy was only in English, not also Spanish and Chinese.

After noting the direction from the Board's appeal decision to limit restitution for ongoing decreased housing services to 90 days before the petition was filed, the hearing officer disregarded the direction, declaring that the lack of RAP notice at the inception of tenancy eliminated the 90-day limit. The remand hearing decision granted a total of \$34,528.51 for past decreased housing services amortized over 18 months, consisting of:

- \$1,554 for bathroom leak relocation;
- \$58.35/month reduction for heat (reduced to 4 months);
- \$1.00/month reduction for mold (reduced to 7 months);
- \$1.00/month for kitchen breaker (reduced to 3 months);

¹ The Hearing Officer determined that the owner failed to register with RAP by reviewing the rent registry online portal.

- various monthly reductions (6% or less each totaling \$1,530.88/month) for six different decreased services for the changed time period of 1/1/23 – 7/31/24 (increased to 19 months each);
- a new award of a 10% reduction (\$194.50/month) for cockroach infestation from 1/1/23 – 7/31/24 (19 months).

The hearing decision noted that extending the amortization period past 12 months to 18 months was proper when the monthly restitution amount amortized across 12 months would exceed the lawful rent.

GROUND FOR APPEAL

The owner appealed the remand hearing decision on the following grounds: the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board; the decision violates federal, state or local law; denial of sufficient opportunity to respond to petitioner’s claim; other. The owner’s complaints about the remand hearing decision include:

- the hearing officer ignored the owner’s proper filing of the response;
- the hearing officer improperly disregarded the owner’s witness regarding filing of the response;
- the hearing officer demonstrated bias and hostility towards the owner;
- the owner complied with the RAP notice requirement;
- the decreased housing service awards were not supported by substantial evidence, included duplicative awards, and did not reflect rent credits already provided by the owner or repair dates from 2023;
- the rent registry requirement for responses did not apply at the time the response was due;
- lack of due process.

ISSUES

1. Was the remand hearing decision’s finding that the owner failed to file a response with the Rent Adjustment Program supported by substantial evidence?
2. Did the remand hearing decision follow the correct law regarding the applicable limitation on restitution for ongoing decreased housing services for the period prior to the filing of the petition?
3. Were the hearing decision’s decrease housing service awards supported by substantial evidence?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Conduct of Hearings (Regulation 8.22.110.E)

A. Prior law

E. Conduct Of Hearings Before Hearing Officers

1. Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath, as appropriate, that will be submitted to the Hearing Officer at the commencement of the hearing. All Notices of Appearance shall become part of the record.
2. All oral testimony must be given under oath or affirmation to be admissible.
3. Each party shall have these rights:
 - a. To call and examine witnesses;
 - b. To introduce exhibits;
 - c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination;
 - d. To impeach any witness regardless of which party called first called him or her to testify;
 - e. To rebut the evidence against him or her;
 - f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal.
4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

B. Current law effective 12/5/23²

E. Conduct Of Hearings Before Hearing Officers

1. Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath, as appropriate, that will be submitted to the Hearing Officer at the commencement of the hearing. All Notices of Appearance shall become part of the record.
2. All oral testimony must be given under oath or affirmation to be admissible.
3. Each party shall have these rights:
 - a. To call and examine witnesses;
 - b. To introduce exhibits, provided that the party provides the exhibits to the Rent Adjustment Program and serves copies to the other party not less than seven (7) days before the hearing unless the party has good cause for late filing;
 - c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination;

² The changes made to Rent Board Regulation Section 8.22.110.E included the addition of subsection 3.g, which codified precedent from past Board decisions (see T02-0404, *Santiago v. Vega*).

- d. To impeach any witness regardless of which party called first called him or her to testify;
 - e. To rebut the evidence against him or her;
 - f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal;
 - g. A party who fails to file a timely response to a petition is prohibited from calling or examining witnesses or introducing oral or written evidence and is limited to cross-examination, unless the party has good cause for failing to file a response.
4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

II. Decreased Housing Services Petitions and Restitution Period (OMC 8.22.090.A.3)

A. Prior law (applicable when petition filed)

3. For a petition claiming decreased housing services:
- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (90) days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
 - b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.

B. Current law effective 12/19/23

3. For a petition claiming decreased housing services:
- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (90) days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.

- b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for three (3) years before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.

C. Past Board Decision (T18-0438, *Martinez v. Carino*)

Board remanded case to recalculate restitution period to end as of the date of the hearing, rather than the date of the hearing decision.

III. Amortization Period for Rent Adjustments (Regulation 8.22.110.F.4)

- 4. The Hearing Officer may order Rent adjustment for overpayments or underpayments over a period of months, however, such adjustments shall not span more than a twelve (12) month period, unless longer period is warranted for extraordinary circumstances. The following is a schedule of adjustments for underpayment and overpayments that Hearing Officers must follow unless the parties otherwise agree or good cause is shown:
 - a. If the underpayment or overpayment is 25% of the Rent or less, the Rent will be adjusted over 3 months;
 - b. If the underpayment or overpayment is 50% of the Rent or less, the Rent will be adjusted over 6 months;
 - c. If the underpayment or overpayment is 75% of the Rent or less, the Rent will be adjusted over 9 months;
 - d. If the underpayment or overpayment is 100% of the Rent or more, the Rent will be adjusted over 12 months.

IV. Owner requirements for response to tenant petition (OMC 8.22.090.B.1)

A. Prior law (applicable when petition filed and response due) [**Bold** added for emphasis]

- 1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the rent adjustment program service fee;
 - c.
 - i. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
 - ii. **After July 1, 2023**, evidence of registration with the Rent Adjustment Program as provided in O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;

- d. A completed response or petition on a form prescribed by the rent adjustment program;
- e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
- f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

B. Current law effective 12/19/23

- 1. In order for an owner to file a response to a tenant petition or to file a petition, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the Rent Adjustment Program service fee or evidence of exemption from the fee;
 - c.
 - i. Evidence of service of written notice of the existence and scope of the Rent Adjustment Program as required by Section 8.22.060 on all tenants in covered units affected by the petition or response;
 - ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. Section 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;
 - d. A completed response or petition on a form prescribed by the Rent Adjustment Program;
 - e. Organized documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
 - f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the

tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

V. Consequence of failure to give RAP Notice (OMC 8.22.060.B)

Evidence of Giving Notice. When filing an owner's response to a tenant petition or an owner's petition for a rent increase, the owner must submit evidence that the owner has given the notice required by this section to the affected tenants in the building under dispute in advance of the filing. When responding to a tenant petition, the owner may allege that the affected dwelling units are exempt in lieu of providing evidence of complying with the notice requirement. If an owner fails to submit the evidence and the subject dwelling unit is not exempt, then the owner's petition or response to a tenant's petition must be dismissed. This evidence can be a statement of compliance given under oath, however, the tenant may controvert this statement at the hearing. An owner's filing the notice in advance of petition or response prevents the owner's petition or response from being dismissed, but the owner may still be subject to the rent increase forfeiture if the notice was not given at the commencement of the tenancy or within the cure period set out in Section 8.22.060(C).

RECOMMENDED OUTCOME

In determining the owner failed to file a response to the tenant petition (which prevents a party from introducing evidence, pursuant to longstanding Board decision precedent, currently codified in Rent Regulation Section 8.22.110.F.3.g), the remand hearing decision provided that the owner did not satisfy the rent registry requirement, however, the text of the requirement notes that it not apply until July 1, 2023, which was after the owner's proof of service of filing the response that the tenant acknowledged receiving. The response form that was used by the owner in June of 2023 even lacked a section for indicating compliance with the registry requirement.

Nevertheless, the remand hearing decision further found that the owner did not file the response to the tenant petition with the Rent Adjustment Program. While the owner met the response requirement of providing evidence of provision of the RAP notice per OMC 8.22.090.B.1.c.i. (OMC 8.22.060.B provides that such evidence need only be a statement under oath, such as indicating on the response form under penalty of perjury that the RAP notice was provided), the hearing decision found that the owner's evidence was controverted by the tenant's testimony and that, therefore, the requirements for being able to respond were also not met.

In addition, the remand hearing decision noted yet disregarded specific direction from the Board decision indicating that the law applicable at the time of the petition and original hearing (OMC 8.22.090.A.3.b) limited restitution for ongoing decreased housing service awards to going no farther back than 90 days before the petition was filed.

Instead of applying the correct law, the remand hearing invoked current law which was adopted December 19, 2023, which allows restitution for ongoing decreased housing service awards to go back up to three years before the petition was filed. The remand hearing decision also stated that the 90-day limit did not apply because a complete RAP notice was not given at the inception of tenancy. No such cessation of the 90-day limit (now the 3-year limit) exists in the Rent Adjustment Ordinance and the remand hearing decision appears to be confusing the tenant petition deadline in OMC 8.22.090.3.a for noticed or discrete decreased housing services (the petition deadline is unlimited if no RAP notice has been filed) with the restitution limit for ongoing decreased housing service awards in 8.22.090.3.b.

Applying the 90-day limit based on the May 26, 2023, petition date limits restitution for ongoing decreased housing service awards in this case to beginning no earlier than February 26, 2023. Had the Board decision's direction been followed, this would have resulted in all of the monthly awards in the original hearing decision being changed from beginning on October 1, 2022, to beginning on February 26, 2023, reducing the amount of the awards accordingly.

Furthermore, the Board decision directed that, if the hearing officer found the owner did not file a response as required and no new hearing on all issues was conducted, the hearing officer was only to (1) recalculate the restitution based on the 90-day limit before the petition, (2) revise amortization based on the requirements in the Regulations, and (3) reconsider the cockroach infestation finding, based on the evidence in the record. While the hearing officer did (2) and (3), the remand hearing decision also provided various adjustments to the restitution awards, including decreasing three awards by three months each, increasing six awards by 4 months each, and entirely revised the dates for each of the ongoing awards (in the original decision, most of the awards were for the period of 10/1/22 – 12/31/23, whereas these periods were changed to 1/1/23 – 7/31/24 in the remand hearing decision). No explanation is provided in the remand hearing decision for these changes.

Both decisions also issued awards well past the date of the applicable hearing, which assumes facts not yet established and contravenes Board decision precedent. Since the remand hearing did not include submission of additional evidence regarding the ongoing decreased housing service awards continuing, there is no substantial evidence supporting that the end dates noted in the original hearing decision should be lengthened.

Accordingly, the Office of the City Attorney recommends that the Board remand the decision to:

(1) reverse the finding that the owner failed the required response requirement of providing evidence of compliance with the rent registry, since this requirement did not apply in June of 2023;

(2) revise the decreased housing service awards to (a) begin on February 26, 2023, and end on August 22, 2023 (the date of the original hearing), except for the heat,

mold, and kitchen breaker, which had different specific end dates, and (b) pro-rate the amount of the award for partial months (February and August 2023);

(3) reconsider whether amortization longer than 12 months is appropriate under Regulation 8.22.110.F.4, given the reduction in the decreased housing service awards.



MEMORANDUM

Date: September 6, 2024
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Memo and Recommendation in L24-0025, Sun v. Tenant
Appeal Hearing Date: September 12, 2024

Property Address: 534 31st Street, Unit 1, Oakland CA
Appellant/Owner: Janet Sun
Respondent/Tenant: Tedros Kifle

BACKGROUND

On May 1, 2024, the owner filed a petition seeking approval of an unlimited rent increase based on the owner’s contention that the tenant no longer resides in the unit as their primary residence. A remote hearing was scheduled for July 1, 2024.

RULING ON THE CASE

On June 28, 2024, the Hearing Officer issued an Administrative Decision denying the owner’s petition. The petition was denied on the basis that, on May 21, 2024, the unit was “reported as vacant” by the owner. Therefore, the issue raised in the petition no longer existed and could not be addressed by the Hearing Officer.

GROUND FOR APPEAL

The owner filed an appeal on the grounds that the owner was denied a sufficient opportunity to present their claim and the decision is inconsistent with the law. The dismissal is based on information the owner reported to the Rent Registry that was not part of the petition. The Administrative Decision’s classification of the respondent as someone who is not a tenant and not “entitled to the use or occupancy of any covered

unit by written or oral agreement” is incorrect because the respondent maintains the right to return to the premises and the issue of whether the owner is entitled to set a new rent can be addressed when the tenant returns to the unit.

ISSUES

1. Is the Hearing Officer’s finding that the “issue raised in the petition no longer exists and cannot be addressed” supported by substantial evidence?
2. Does the registration status of a unit in the Rent Registry constitute an undisputed fact as to the occupancy status of a unit for purposes of a RAP proceeding?

APPLICABLE LAW AND PAST BOARD DECISIONS

Hearing Procedure & Administrative Decisions

- OMC 8.22.110A. “Hearing Officer. A hearing shall be set before a Hearing Officer to decide the issues in the petition.”
- OMC 8.22.110F. A Hearing Officer may issue an Administrative Decision in lieu of holding a hearing in the following situations:
 - a. The petition or response forms have not been properly completed or submitted;
 - b. The petition or response forms have not been filed in a timely manner;
 - c. The required prerequisites to filing a petition or response have not been met;
 - d. A certificate of exemption was previously issued and is not challenged by the tenant; or
 - e. The petition and response forms raise no genuine dispute as to any material fact, and the petition may be decided as a matter of law.

Rent Increase Based on Tenant Not Occupying as Primary Residence

- OMC 8.22.070C. “Rent Increases in Excess of the CPI Rent Adjustment or Banking.
 1. For Rent increases based on grounds other than the CPI Rent Adjustment or Banking, an Owner must first petition the Rent Program and receive approval for the Rent increase before the Rent increase can be imposed. A Rent increase in excess of the CPI Rent Adjustment or a Banking increase must be justified on one or more of the following grounds:
 - a. Capital improvement costs, including financing of capital improvement costs;
 - b. Uninsured repair costs;
 - c. Increased housing service costs;

- d. The rent increase is necessary to meet constitutional or fair return requirements;
 - e. The rent increase is imposed for an additional occupant, as defined by Section 8.22.020.
 - f. The unlimited rent increase is imposed because the tenant is not residing in the unit as their principal residence.
- Regulation 8.22.070 (f): “An Owner who seeks to impose a rent increase without limitation because the Tenant is not residing in the unit as their principal residence must petition for approval of the unrestricted rent increase based on a determination made pursuant to a hearing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed. The Hearing Officer shall not consider evidence in support of a petition that is obtained in violation of California Civil Code Section 1954 or the Oakland Tenant Protection Ordinance.”

Temporary Vacancy for Repairs

- OMC 8.22.360A10; OMC 15.60. When an owner requires a tenant to vacate a unit to allow the owner to complete necessary repairs that cannot be completed while the unit is occupied, such vacancy shall be temporary in nature and does not operate to terminate a tenancy. Tenants who vacate pursuant to such notice from an owner have a right to reoccupy the unit immediately upon completion of the necessary repairs. OMC 8.22.360A10a:
 - a. As soon as the tenant vacates the rental unit, the owner of record shall proceed without unreasonable delay to complete the needed repairs. The tenant shall not be required to vacate pursuant to this Section, for a period in excess of three (3) months; provided, however, that such time period may be extended for good cause upon application to, and approval by, the Rent Adjustment Program. The Rent Board shall adopt rules and regulations to implement the application procedure.
 - b. Upon completion of the needed repairs, the owner of record shall offer the tenant the first right to return to the premises at the same rent and pursuant to the same terms of the rental agreement in effect as of the date of the notice to vacate, subject to the owner of record's right to petition the Rent Adjustment Program for a rent increase as provided by the Residential Rent Adjustment Ordinance.

RECOMMENDED OUTCOME

The Office of the City Attorney recommends that the Board remand the matter for a hearing on the merits. The Administrative Decision states that the unit “was reported as vacant by the Owner.” It is not clear from the record how or why such determination was

made. Presumably, the Hearing Officer checked the Rent Registry on their own initiative and concluded that the owner's self-reported occupancy status of the unit rendered the issues raised in the petition as moot. However, the unit's rent registry status is not a part of the record, nor does such information establish that there is no genuine dispute as to any material fact. If anything, the unit's registration status as "vacant" would create a dispute as to the facts alleged in the petition.

When a tenant permanently vacates a rental unit—i.e., when either a tenant or an owner lawfully terminates a tenancy—a petition to increase the former tenant's rent would be moot. Here, there is no evidence in the record as of the date of the Decision that the underlying tenancy had been terminated or that the unit was no longer occupied. In their appeal, the owner presents evidence suggesting that the owner provided the tenants with a notice instructing the tenants to temporarily vacate, presumably due to code enforcement activity. Without discussing the legality of the owner's actions, it is important to note that if the tenants were required to vacate temporarily—whether lawfully or unlawfully—any such temporary vacancy would not terminate the tenancy and the tenants would be entitled to reoccupy the unit as soon as the unit is made habitable, at the same rental rate as before the tenants temporarily vacated.