

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD REGULAR MEETING
March 14, 2024
6:00 P.M.
CITY HALL, HEARING ROOM # 1
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 public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10

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

When: Mar 14, 2024 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82731226224>

Or One tap mobile:+16694449171,,82731226224# US,
+16699009128,,82731226224# US (San Jose)

Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 719 359 4580 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +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), +1 305 224 1968 US

Webinar ID: 827 3122 6224

International numbers available: <https://us02web.zoom.us/j/82731226224>

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

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD 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. CONSENT ITEMS
 - a. Approval of Board Minutes, 2/22/2024 (pp.3-5)
5. APPEALS*
 - a. T23-0140, Didrickson v. Dang (pp.6-138)
6. INFORMATION AND ANNOUNCEMENTS
7. NEW BOARD BUSINESS
8. SCHEDULING AND REPORTS
9. OPEN FORUM
10. ADJOURNMENT

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

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

Accessibility: Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program (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.

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
 FULL BOARD REGULAR MEETING
 February 22, 2024
 6:00 P.M.
 CITY HALL
 1 FRANK H. OGAWA PLAZA, HEARING ROOM #1
 OAKLAND, CA 94612**

MINUTES

1. CALL TO ORDER

The Board meeting was administered in-person by B. Lawrence-McGowan from the Rent Adjustment Program (RAP), Housing and Community Development Department. B. Lawrence-McGowan explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 6:11 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
D. WILLIAMS	Tenant	X		
J. DEBOER	Tenant	X		
Vacant	Tenant Alt.			
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated			X
M. ESCOBAR	Undesignated			X
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
D. TAYLOR	Landlord			X
K. BRODFUEHRER	Landlord	X		
C. JACKSON	Landlord Alt.		X	
Vacant	Landlord Alt.			

Staff Present

Braz Shabrell	Deputy City Attorney
Marguerita Fa-Kaji	Senior Hearing Officer (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)
Nyila Webb	Administrative Assistant II

3. PUBLIC COMMENT

- a. One member of the public spoke during public comment.

4. NOMINATION AND ELECTION OF OFFICERS

- a. Member K. Brodfuehrer moved to re-elect D. Ingram as Board Chair and to re-elect C. Oshinuga as Vice Chair. Member J. deBoer seconded the motion.

The Board voted as follows:

Aye: D. Ingram, D. Williams, J. deBoer, K. Brodfuehrer
Nay: None
Abstain: None

The motion was approved.

5. CONSENT ITEMS

- a. Approval of Board Minutes, 1/25/2024: Chair Ingram moved to approve the Board Minutes from 1/25/2024. Member J. deBoer seconded the motion.

The Board voted as follows:

Aye: D. Ingram, D. Williams, J. deBoer, K. Brodfuehrer
Nay: None
Abstain: None

The minutes were approved.

6. RESOLUTION ADOPTING AMENDMENTS TO THE REGULATIONS FOR THE JUST CAUSE FOR EVICTION ORDINANCE (OAKLAND MUNICIPAL CODE 8.22.300 ET SEQ.) TO: (1) UPDATE RENT PROGRAM CONTACT INFORMATION AND OTHER LANGUAGE THAT MUST BE INCLUDED IN TERMINATION AND CURE OR QUIT NOTICES PURSUANT TO O.M.C. 8.22.360B6; (2) DELETE REGULATIONS FOR A SECTION OF THE ORDINANCE THAT NO LONGER EXISTS; AND (3) UPDATE THE FORM NOTICE TO CEASE ATTACHED TO THE REGULATIONS AS APPENDIX A TO CORRECT RENT PROGRAM CONTACT INFORMATION

- a. Member K. Brodfuehrer moved to adopt the proposed amendments to the Just Cause for Eviction Ordinance Regulations. Member D. Williams

seconded the motion.

The Board voted as follows:

Aye: D. Ingram, D. Williams, J. deBoer, K. Brodfuehrer
Nay: None
Abstain: None

The motion was approved.

7. INFORMATION AND ANNOUNCEMENTS

- a. Board Secretary, Briana Lawrence-McGowan, announced to the Board that she has been promoted and is transferring from RAP over to HCD's Director's Office. Briana also introduced RAP's Administrative Assistant II, Nyila Webb, as the Board's new secretary.

8. NEW BOARD BUSINESS

- a. The Board discussed ideas and concerns that they would like to bring forth and discuss at future Board meetings.

9. SCHEDULING AND REPORTS

- a. None

10. OPEN FORUM

- a. No members of the public spoke during open forum.

11. ADJOURMENT

- a. The meeting was adjourned at 6:39 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T23-0140

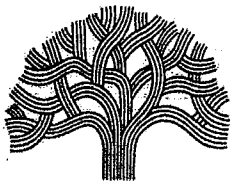
Case Name: Didrickson v. Dang

Property Address: 2230 Lakeshore Avenue, Oakland, CA 94606

Parties: Carlos & Glenda Didrickson (Tenants)
Ted Dang (Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 25, 2023
Owner Response filed	October 19, 2023
Owner Submission	October 23, 2023
Revised Owner Response filed	December 8, 2023
Tenant Submission	December 20, 2023
Administrative Decision mailed	January 3, 2024
Tenant Appeal filed	January 23, 2024



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

T23-0140 SM/AS

For Rent Adjustment Program date stamp.

RECEIVED

SEP 25 2023

OAKLAND RENT
ADJUSTMENT PROGRAM

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

Street Number: 2230 Street Name: LAKESHORE AVE Unit Number: 7 Oakland, CA 94606
Zip Code

Move-in Date: Dec 2006 Initial Rent at Move-In: \$ 2500⁰⁰ Current Rent: \$ 2577⁵⁴

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

Are you current on rent? Yes (*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.)
 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")?
 I first received the RAP Notice on: NOV 2012
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

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

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

First Name: CARLOS Last Name: DIDRICKSON
Mailing Address (if different from above): _____
Primary Telephone: 510-444-7589 Other Telephone: _____ Email: DRIBE510@YAHOO.COM

First Name: Glenda Last Name: DIDRICKSON
Mailing Address (if different from above): _____
Primary Telephone: 510-444-7584 Other Telephone: _____ Email: _____

Tenant Representative (Check one) No Representative Attorney Non-Attorney

First Name: _____ Last Name: _____ Firm/Organization (if any): _____
Mailing Address: _____
Phone Number: _____ Email: _____

Property Owner Information

Property Owner

First Name Ted dang

Last Name dang

Company/LLC/LP (if applicable):

COMMON WEALTH INC

Mailing Address: 1305 FRANKLIN ST SUITE 500

Phone Number: 510-832-2628

Email: TWD113@AOL.COM

Property Manager (if applicable)

First Name

Last Name

Name of Management Company

Mailing Address:

Phone Number:

Email:

GROUND S 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.)
		<input type="checkbox"/> (A4) Before serving the rent increase notice, the property owner failed to substantially comply with the annual registration and reporting obligations as required under Oakland Municipal Code, Section 8.22.510.
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>

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

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

Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
July 7 2023	9-1-2023	\$ 2577.54	\$ 3134.15	<input checked="" 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>

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

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

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1	Electric main breaker keeps kicking	Dec 10-2012	Nov 10 2012	Never Fixed	\$ 65.00 p/month

2.	BROKEN PATIO DOOR HANDLE	AUG 2013	sept 2013	never fixed	\$ 20 ⁰⁰ per mo
3.	LEAKING HEATER VENT	Feb 2013	sept 2013	never fixed	\$ 45 ⁰⁰ per mo
4.					\$

Complete this section a copy of the grounds for petition falls under category A above.

List all rent increases you wish to contest. If you have received the RFP Notice, you can contest all past increases. See the "Important Information" page at the end of the petition packet for more information on the time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.

For petitions concerning a rent increase on the grounds that the unit has been used by a government agency for serious health, safety, or public use purposes, you must attach a copy of the petition to your petition being processed. Failure to attach a copy of the petition may result in your petition being dismissed.

Date received rent increase notice	Amount of increase	Date rent increase was first effect		Date received rent increase notice
		FROM	TO	
10/1/2012	\$ 215.00	9/1/12	9/1/12	10/1/2012
	\$			
	\$			
	\$			
	\$			
	\$			

Disputed Housing Services

Complete this section a copy of the grounds for petition falls under category B above.

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

You are not required to submit documentary evidence, photographs, inspection reports, correspondence with your landlord, etc. (together with your petition, evidence may be submitted up to 30 calendar days prior to your hearing).

You may wish to have a City Inspector come inspect your unit. It is possible to file a complaint with the City of Dallas (311) to request a City Inspector (topical) may be scheduled to inspect your petition. To schedule an inspection, contact the City of Dallas Code Enforcement Unit at (214) 241-2361 or by e-mailing code.enforcement@cityofdallas.gov. While the City Inspector is on-site, you may wish to have a photo taken of the unit. You may also wish to have a copy of the petition filed with the City of Dallas. If you have a copy of the petition, you may wish to have a copy of the petition filed with the City of Dallas.

Description of problem or disputed housing service (list each one)	Date problem or disputed service started (month/year)	Date problem or disputed service ended (month/year)	Date problem or disputed service fixed (month/year)	What is the dollar value of your claim?
Water leak in kitchen	10/1/12	10/1/12	10/1/12	\$ 100.00

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.

Carls Dub

Tenant 1 Signature

9-22-2023
Date

Gloria Dub

Tenant 2 Signature

9-22-2023
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 and other parties may send certain documents (except a response to petition) 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 (普通话)
- Other: _____

-END OF PETITION-



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

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

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 complete but unsigned copy of this **PROOF OF SERVICE** form to the person(s) being served together with the documents being served.
- 4) File your completed and signed 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: 09 / 21 / 2023 I served a copy of (check all that apply):

- TENANT PETITION** plus 28 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):

- 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.

///

///

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PERSON(S) SERVED:

Name	Ted dang
Address	1305 FRANKLIN st suite 500
City, State, Zip	OAKLAND, CA 94612

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.

CARLOS Didrickson

PRINTED NAME

Carlos Didrickson

SIGNATURE

9-22-23

DATE SIGNED

FEB 15 2013

2013 OCT 29 PM 3:46

CLERK OF THE SUPERIOR COURT
By Elaine Kabling, Exec. Off./C

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

TED DANG
Plaintiff,

v.

CARLOS DIDRICKSON, ET AL
Defendant.

Civil No. R612 - 658369

STIPULATION RE:
DISMISSAL/JUDGMENT

ORDER OF COURT

Plaintiff, TED DANG, and Defendant(s), CARLOS DIDRICKSON

GLENDIA DIDRICKSON, hereby stipulate and agree to the following:

1. Defendant(s) will remain a tenant on the premises located at 2230 LAKEHURST
AVE #7 OAKLAND, CA. Defendant(s) agree(s) to pay \$8175, an agreed
upon sum for rental arrearages owed through 2/28/13, in the following manner:

A) DEFENDANTS SHALL PAY \$5,000.00 TOWARD ARREAR
TO PLAINTIFF ON OR BY 2/28/13;

B) DEFENDANTS SHALL PAY \$3,175 TOWARD
ARREARAGES, AS A FINAL PAYMENT, ON OR
BY 3/31/13.

C) DEFENDANTS SHALL RESUME TIMELY PAYMENT
OF RENT IN MARCH, 2013.

Any payments due on a weekend or holiday shall be due on the next business day. There shall be
no penalty for pre-payment of the rental arrearages.

1 2. If Defendant(s) comply with paragraph 1, above, Plaintiff shall forthwith file with
2 this Court a request for dismissal with prejudice of this action. In the event that Plaintiff fails to
3 file a request for dismissal with prejudice, the parties agree that the Court may order that the
4 matter be dismissed with prejudice upon Plaintiff's failure to appear at the compliance hearing.
5

6 3. If Defendant(s) fail to comply with paragraph 1, above, Plaintiff upon filing a
7 declaration under penalty of perjury to that effect with this court, and upon twenty-four (24)
8 hours telephone notice to Eviction Defense Center, at (510) 452-4541, and Defendant(s) at
9 (510) 444-7589, shall be entitled to judgment for possession of the

10 premises and an immediate writ of execution thereon, PLUS RENT, COSTS, AND DAMAGES
11 PER THE COMPLAINT LESS ANY PAYMENTS RECEIVED PURSUANT TO TP 1

12 4. The Plaintiff hereby waives any and all claims for rent, and daily damages for the
13 Premises through 2/28/13, EXCEPT AS TO PARAGRAPH 1.

14 5. The parties waive any and all claims to fees and costs associated with this action.

15 6. In response to any inquiry regarding Defendant or Defendant's tenancy in the
16 Premises, Plaintiff and Plaintiff's agents and employees, shall provide no negative reference.

17 7. THIS MATTER SHALL REMAIN MASKED AND NOT
18 MADE PUBLIC.

19 8. PLAINTIFF SHALL MAKE NEEDED REPAIRS TO
20 THE FOLLOWING ON OR BY MARCH 17, 2013,
21 INCLUDING: A) HEAT VENT LEAKS WATER; B) ELECTRICAL
22 CIRCUIT BREAKERS FAIL FROM NORMAL USE; C) BROKEN
23 ENTRY DOOR HANDLE; D) FLOOR BOARDS ON PATIO STICK OUT
24 AND PROTRUDE; E) UNEVEN AND LOOSE FLOORBOARDS IN THE
25 HOUSE

26
27 9. THE RENT SHALL REMAIN AT \$2,725.00 UNTIL
28 AUGUST 31, 2013. THE RENT IS ACKNOWLEDGED AS
\$2,725 FROM SEPT. 1, 2012. ANY RENT INCREASE
AFTER AUGUST 31, 2013 SHALL BE PURSUANT TO
THE LAW.

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DATED: 2/15/13

DATED: 2/15/13

Mendel Dickson

andrew

Defendant

Plaintiff

DATED: 2-15-13

DATED: _____

Carls Dickson

Defendant

Plaintiff

APPROVED AS TO FORM:
[Signature]

APPROVED AS TO FORM:
[Signature]

Attorney for Defendant

Attorney for Plaintiff

IT IS SO ORDERED.

DATED: 2-15-13

[Signature]
JUDGE OF THE SUPERIOR COURT
C. DON CLAY

OSC SET FOR 04-18-13 @ 9:00 am D-1
FAILURE TO APPEAR SHALL
RESULT IN DISMISSAL

Exhibit 1

Residential Lease

Apartment-Condominium-House

By this agreement made and entered into on DECEMBER 07, 2006,
between SUNG PASKEWITZ herein referred to as Lessor,
and CARLOS AND ALENDA DIDRICKSON herein referred to as Lessee.
Lessor leases to Lessee the premises situated at 2230 LAKESHORE WENUE No 1, in the City
of OAKLAND, County of ALAMEDA, State of
CALIFORNIA, and more particularly described as follows:

together with all appurtenances, for a term of 2 years, to commence on DECEMBER 15, 2006
and to end on DECEMBER 14, 2008, at 6:00 o'clock P. m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of TWENTY FIVE HUNDRED Dollars (\$ 2,500.00) per month in advance on the 1ST day of each calendar month beginning JANUARY, 2007, at 2230 LAKESHORE, City of OAKLAND, State of CALIFORNIA, or at such other place as Lessor may designate. 2230 LAKESHORE AVENUE No. 1 OAKLAND CA 94606

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to SUNG PASKEWITZ

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 6th AFTER 5 DAYS Dollars (\$ 150.00).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of TWENTY FIVE Dollars (\$ 25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor FIVE THOUSAND Dollars (\$ 5000.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 4 persons, consisting of 3 adults and 1 children under the age of 18 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenable condition.

10. Keys. Lessee will be given 2 key(s) to the premises and 2 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged TWENTY FIVE Dollars (\$ 25.00).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that WATER - GARAGE shall be provided by Lessor.

19. Right of Inspection. Lessor and his or her agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

_____ Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last 30 days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she has a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party. JANUARY 1, 2009

28. **Notice of Intent to Vacate.** [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. **Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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

35. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable; then such provision shall be deemed to be written, construed and enforced as so limited.

Request for Service: Tenant Complaint

Property Address: 2230 LAKE SHORE AVE. Unit No. #7 Inspection Date: 3/
Complaint No. 1900895 Inspector: RANDY SCHUMM Phone No. (510) 238-3846
Complainant's Name: CARLOS D DRICKSON Phone No. (510) 444-7589
Owner/Manager: TED DANG Phone No. (510) 832-2628

INSPECTION:

PROPERTY MAINTENANCE:

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

BUILDING MAINTENANCE:

- Electrical: BREAKERS TRIPPING
- Plumbing: _____
- Plumbing leak: _____
- Clogged sink/toilet: _____
- Building sewer blockage: _____
- Lack of/defective heating system: _____
- Mechanical: _____
- Wall/ceiling/floor defects: _____
- Others: SLIDING PATIO DOOR FRAME LOOSE, BROKEN HANDLE
- Others: WATER LEAK AT BEDROOM CEILING VENT
- Others: ELECTRICAL BREAKERS TRIPPING
- Extensive surface mold present on _____

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

See brochure for remediation guild lines. (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 to Abate by the inspector.

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

Signature: Carlos Drickson

Date: 3-11-19

At this point, you will be assessed fees and an invoice will be mailed separately with the exact amount to pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm, who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238-3846 and by email at : rschimm@oaklandca.gov.

If you do not notify your inspector, why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged for inspection and administrative costs, which can total \$1,077.00. A separate invoice will be mailed.
- The City will petition the court on _____ to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,017.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,413.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5,000.00
- The Notice of Violation may be recorded on your property in the amount of \$1,414.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,



Digitally signed by Randy Schimm
Date: 2021.04.30 11:41:44
-0700*

Specialty Combination Inspector

Enclosures as applicable:

- Blight brochure
- Property Owner Certification
- Lead Paint brochure
- Photographs

- Residential Code Enforcement brochure
- Mold and Moisture brochure
- Undocumented Dwelling Units brochure
- Stop Work brochure

- Vehicular Food Vending brochure
- Pushcart Food Vending brochure
- Smoke Alarms brochure
- Condominium Conversion brochure

County Assessor Display

Assessor Parcel Record for APN 023- -0414-013-00

Parcel Number:	23-414-13
Property Address:	2230 LAKESHORE AVE, OAKLAND 94606
Owner Name:	WILLIAMS JOHN F & 421 ASSOCIATES
Care of:	TED W DANG
Attention:	
Mailing Address:	1305 FRANKLIN ST 500, OAKLAND CA 94612-3224
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.
Recorder Number:	2014-196663
Recorder Date:	8/8/2014
Mailing Address Effective Date:	8/8/2014
Last Document Input Date:	10/20/2014
Deactivation Date:	
Exemption Code:	

[Home](#) [Enter Assessor Property](#) [Property](#) [GIS Parcel Map](#) [Alameda County Web Site](#) [Use Codes](#)

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WILLIAMS JOHN F & 421 ASSOCIATES
 Care of: TED W DANG
 1305 FRANKLIN ST 500,
 OAKLAND CA 94612-3224

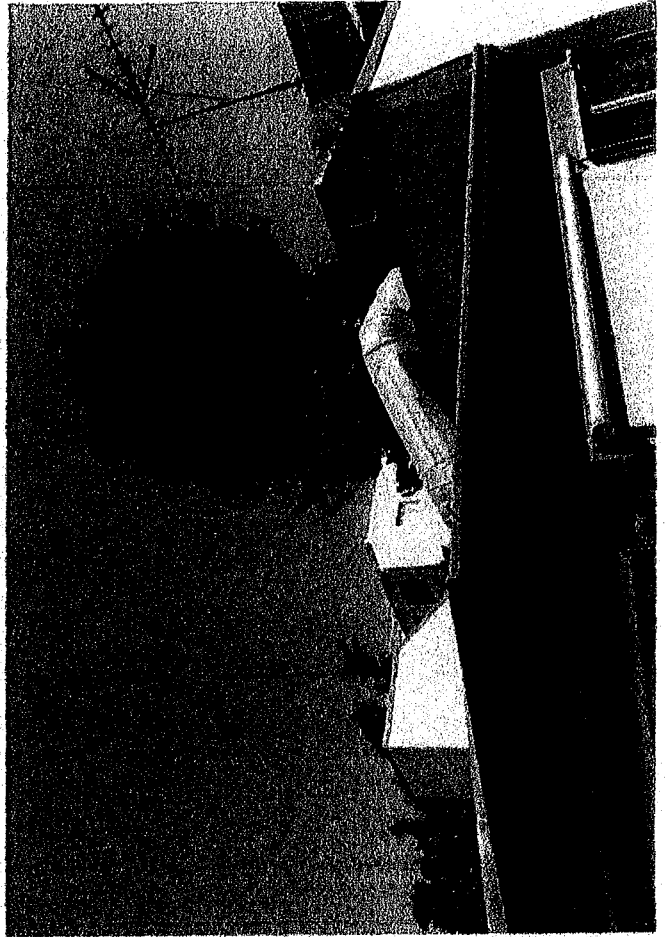
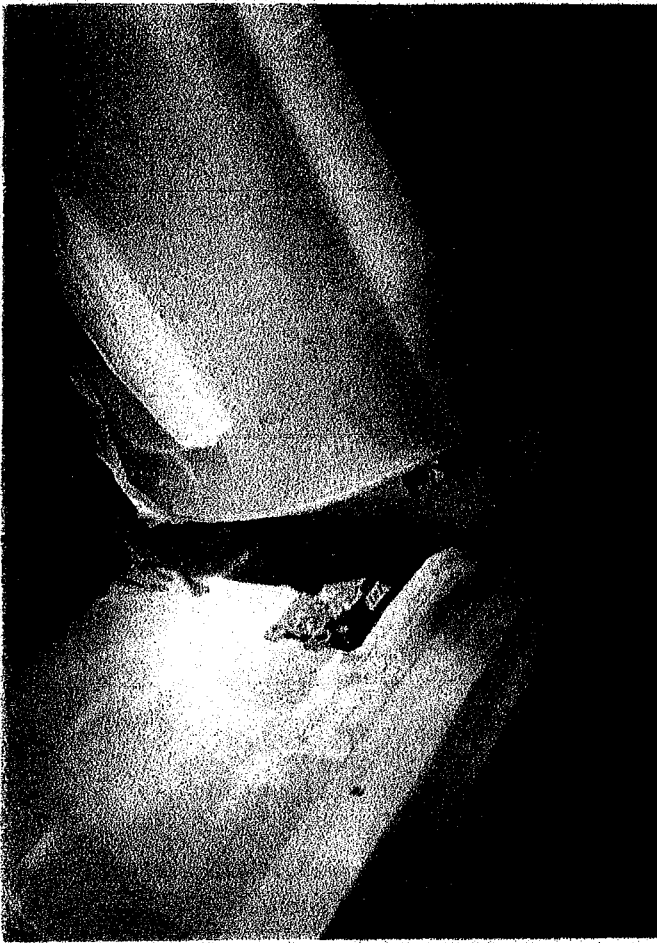
Sent To
Street, A or PO B.
City, Sta. 1900895 | NOV | 2230 LAKESHORE AVE | ASR | 3/21/19

PS Form 3800, August 2005 See Reverse for Instructions

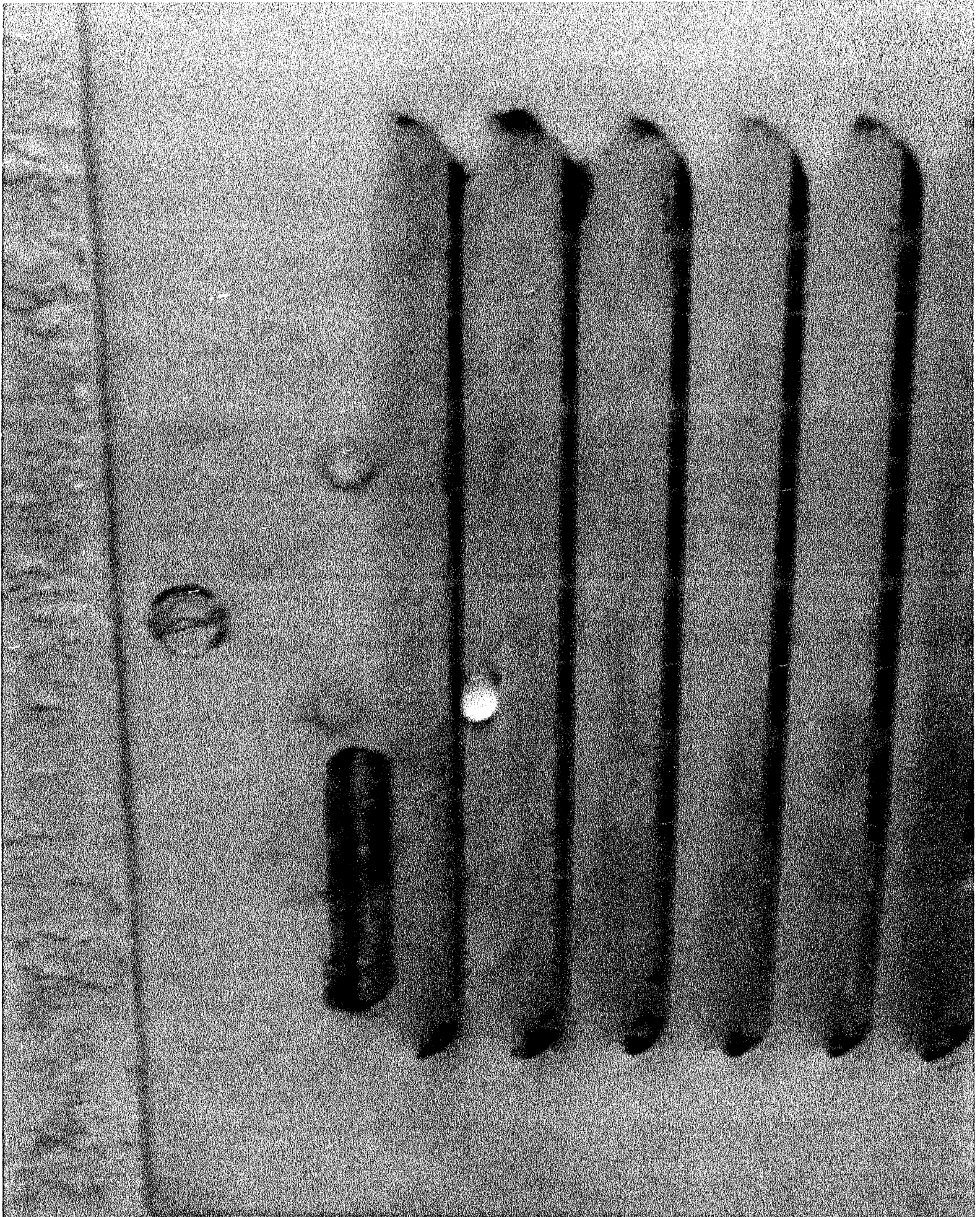
CASE # 1900895

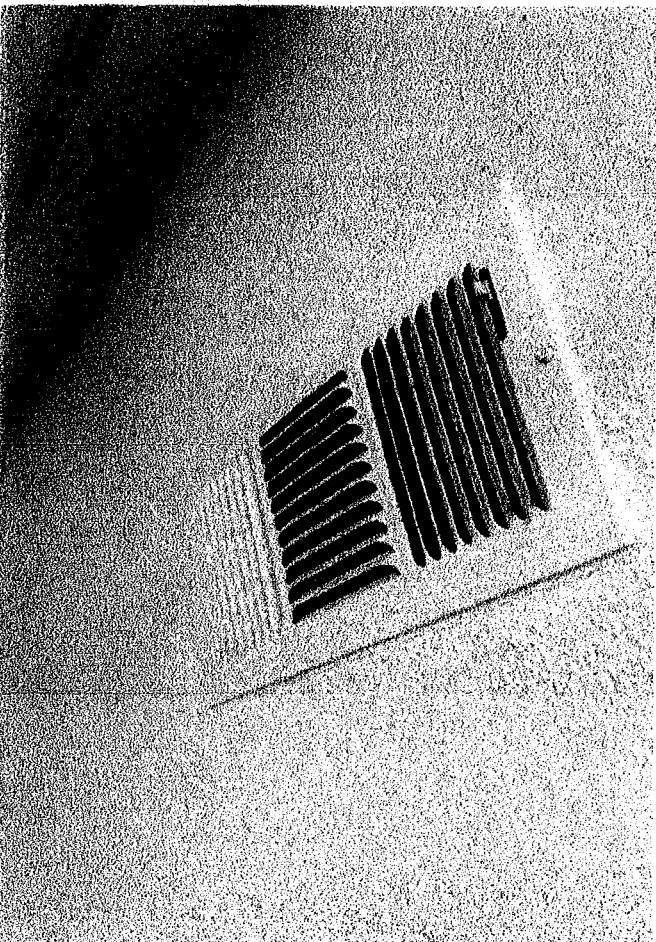
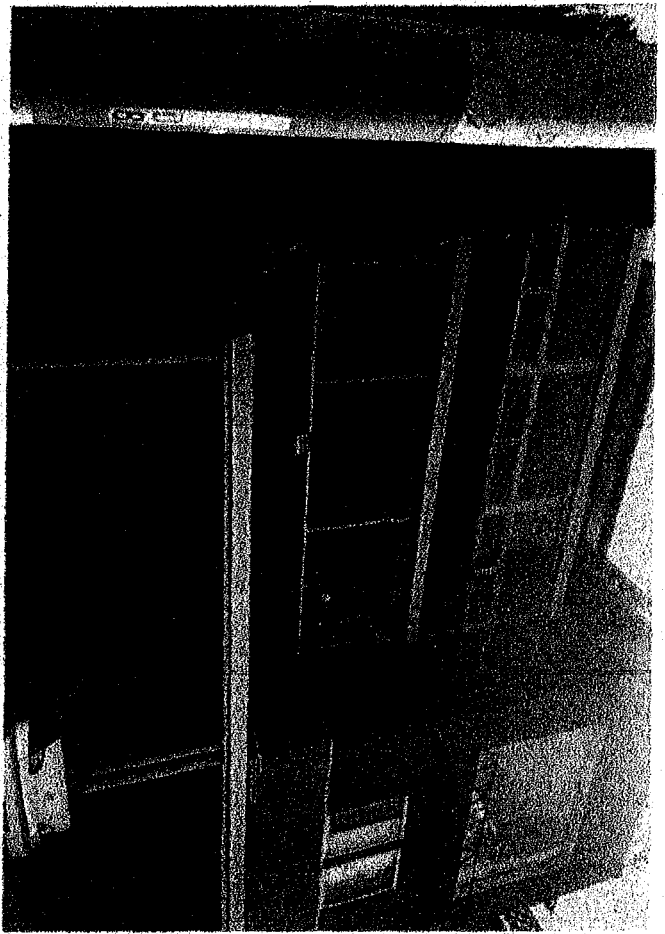
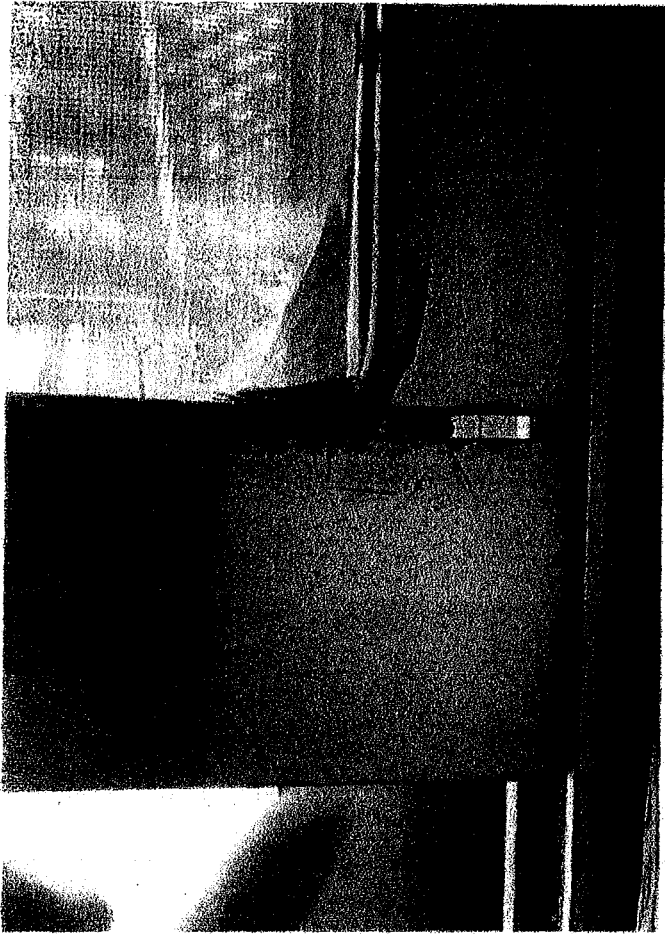
2230 LAKE SHORE AVE, #7

3-11-2019



000024





CASE # 1900895

2230 LAKESHORE AVE, #7

3-11-2019



CITY OF OAKLAND

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

Planning and 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

NOTICE OF VIOLATION

March 19, 2019

Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES
C/O TED W DANG
1305 FRANKLIN ST 500
OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895
Property: 2230 LAKESHORE AVE, Unit 7
Parcel Number: 023 -0414-013-00
Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on March 11, 2019 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

May 2018

Scan to: Code Enforcement-Chronology-Abatement Activities

Notice of Violation

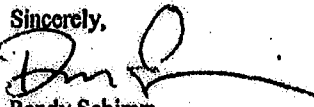
000027

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **April 24, 2019** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,

 Randy Schimm
 Specialty Combination Inspector
 Planning and Building Department

Enclosures as applicable:

- | | | |
|--|---|---|
| <input type="checkbox"/> Blight brochure | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input checked="" type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00
<i>Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee</i>	

Property Address: 2230 LAKESHORE AVE, Unit 7

Complaint #: 1900895

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.	15.08.050
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing/upgrading of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

Zoning

Description of Violation	Required Action	OMC Section



County Assessor Display

Assessor Parcel Record for APN 23-414-13 (023 041401300)

Format Parcel 23-414-13	Property Address 2230 LAKESHORE AVE, OAKLAND, 94606	Owner Name WILLIAMS JOHN & LIMING W TRS & 421 ASSOCIATES LLC
Care Of	Attention	Mailing Address 1305 FRANKLIN ST, #500 , OAKLAND CA, 94612- 3224
Use Code Multiple residential building of 5 or more units.	Recorder Number 2020 - 311836	Recorder Date 11/16/2020
Mailing Address Effective Date 11/16/2020	Last Document Input Date 02/22/2021	Deactivation Date
Exemption Code		

Date Printed: 03-29-2022

1 / 5

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postmark Here	
WILLIAMS JOHN & LIMING W TRS & 421 ASSOCIATES LLC	
1305 FRANKLIN ST #500	
OAKLAND CA, 94612-3224	
RE-INSP: 2230 LAKESHORE AVE-	
1900895-3/30/22 -DSR	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

000030



CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Inspections, Permits and Code Enforcement Services

bbcode-inspect@oaklandca.gov

(510) 238-3381

TDD:(510) 238-3254

RE-INSPECTION NOTICE

March 29, 2022

Certified and Regular mail

Williams John & Liming W TRS & 421 Associates LLC

1305 FRANKLIN ST, #500

OAKLAND CA, 94612- 3224

Code Enforcement Case No.: 1900895

Property Address: 2230 LAKESHORE AVE

Parcel Number: 023 041401300

Prior Notice Date: 06/18/2022

Correction not later than: April 6, 2022

(Violations not abated by the Correction date will be subject to further enforcement including fee assessments)

Re-inspection timeline: April 6, 2022 or April 7, 2022

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 03/24/2022 and:

- Determined partial violation corrections were completed.
- Confirmed/ Re-confirmed the violations of the Oakland Municipal Code (OMC).

At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay.

Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 3846 and by email at rschimm@oaklandca.gov.

If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged \$222.00 and administrative costs. A separate invoice will be mailed.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000.
- Further enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.
- The City will petition the court on _____ to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,455.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Digitally signed by Randy Schimm
Date: 2022.03.29 14:32:07 -0700'

Specialty Combination Inspector

CC:

Attachment: Enforcement notice/posting/Notice of Violation

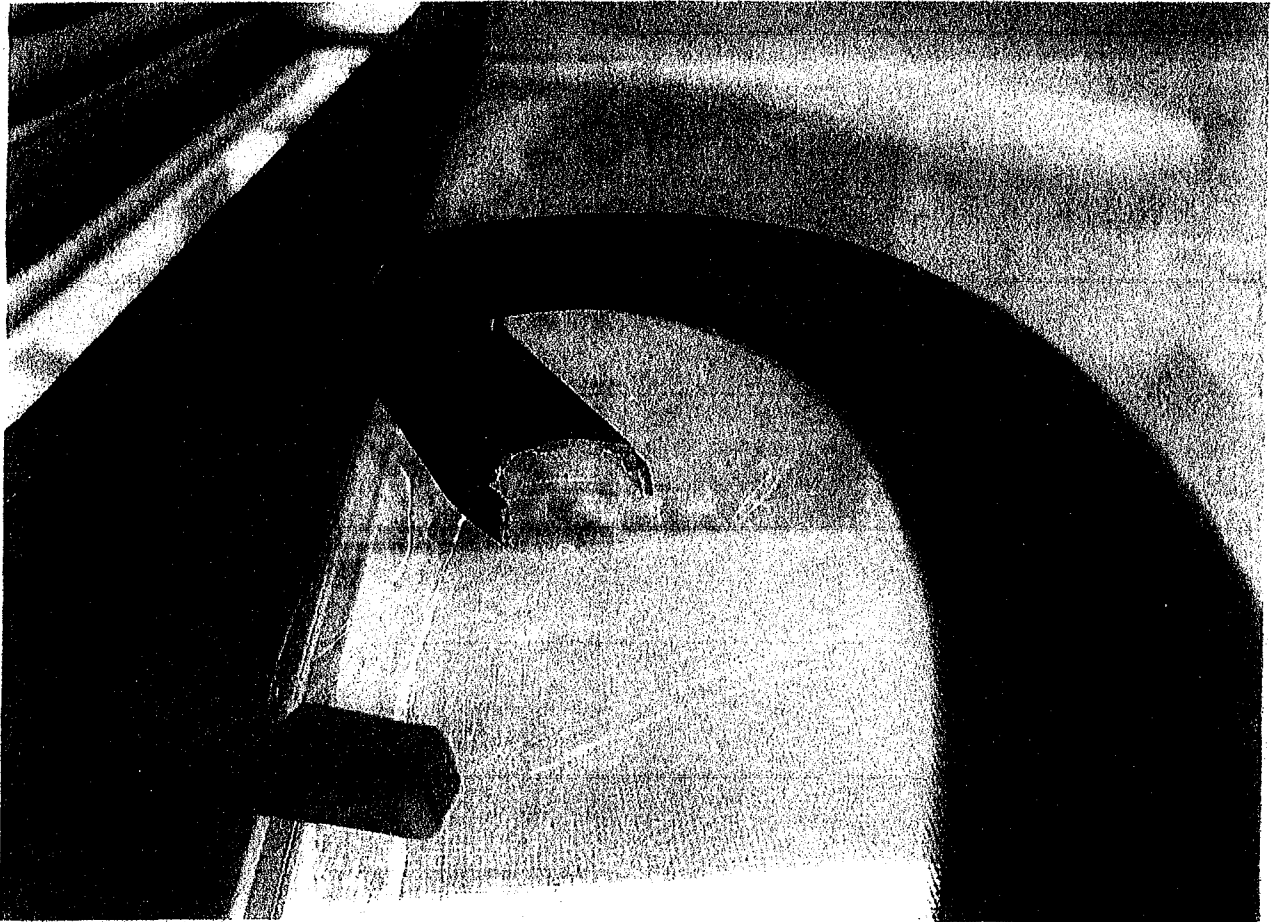
January 2022

000031

CASE # 1900895

2230 LAMESMORE AVE.

3-24-2022



000032



CITY OF OAKLAND

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

Planning and Building Department
Bureau of Building
bbcode-inspect@oaklandca.gov

(510) 238-3381
TDD:(510) 238-3254

PROPERTY OWNER CERTIFICATION

**REMOVED VIOLATIONS
OR
CORRECTED ALLEGATIONS**

Property: 2230 LAKESHORE AVE

Parcel no. 023 041401300

Case no.: 1900895

Owner: Williams John & Liming W TRS &

Deadline to Respond: April 6, 2022

I certify that I have corrected the following violations or allegations identified in the Re-inspection Notice I received from the City of Oakland:

Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. Remove the violations marked below and/or cross out the violations that are not present and sign this form.
3. Before the Deadline to Respond shown at the left, return this signed form with dated photographs of your property to verify the violations were removed or not present.

E-mail: bbcode-inspect@oaklandca.gov
Facsimile: 510/238-2959
Mail: City of Oakland
Bureau of Building
250 Frank H. Ogawa Plaza Suite 2340
Oakland, CA 94612-2031
(Envelope enclosed - no postage required)

- | | | | | | |
|--|--|---|---|----------------------------------|--|
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Storage | <input type="checkbox"/> Trash and Debris | <input type="checkbox"/> Fencing | <input type="checkbox"/> Odors | <input type="checkbox"/> Building Exterior |
| <input type="checkbox"/> Building Interior | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Electrical | <input type="checkbox"/> Heating | <input type="checkbox"/> Parking | <input type="checkbox"/> Concrete Paving |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Barbed/Razor Wire | | <input type="checkbox"/> Sidewalk Display/Advertising | | |
| <input type="checkbox"/> Unapproved Home Business | <input type="checkbox"/> Exterior lighting | | <input type="checkbox"/> Excessive Noise | | |
| <input type="checkbox"/> Unapproved Sidewalk Display | <input type="checkbox"/> Unapproved Advertising | <input type="checkbox"/> Unapproved Mobile Food Vending | | | |
| <input type="checkbox"/> Roosters on Property | <input type="checkbox"/> Dumpsters/Garbage/Green Waste/Recycle Cans (left in view, left on sidewalk) | | | | |
| <input type="checkbox"/> | | | | | |

Property Owner Certification

Williams John & Liming W TRS & 421 Associates LLC
Print Name (print)

Date

Property Owner Signature

Day time telephone (_____) _____



CITY OF OAKLAND

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

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Inspections, Permits and Code Enforcement Services

bbcode-inspect@oaklandca.gov

RE-INSPECTION NOTICE

May 16, 2022

Certified and Regular mail

WILLIAMS JOHN & LIMING W TRS &

Code Enforcement Case No.: 1900895

421 ASSOCIATES LLC

Property Address: 2230 LAKESHORE AVE #7

1305 FRANKLIN ST, #500

Parcel Number: 023 041401300

OAKLAND CA, 94612

Prior Notice Date: 03-31-22

Correction not later than: 06-20-22

(Violations not abated by the Correction date will be subject to further enforcement including fee assessments)

Re-inspection timeline: 06-20-22, 06-21-22, 06-22-22

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 05-16-22 and:

- Determined partial violation corrections were completed.
- Confirmed/ Re-confirmed the violations of the Oakland Municipal Code (OMC).

At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay.

Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector C. Scyphers who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 7692 and by email at cscyphers@oaklandca.gov.

If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged \$222.00 and administrative costs. A separate invoice will be mailed.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000.
- Further enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.
- The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,455.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Specialty Combination Inspector

CC:

Attachment: Enforcement notice/posting/Notice of Violation

January 2022

000034



CITY OF OAKLAND

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

Planning and Building Department
Bureau of Building
bbcode-inspect@oaklandca.gov

(510) 238-3381
TDD:(510) 238-3254

PROPERTY OWNER CERTIFICATION

REMOVED VIOLATIONS OR CORRECTED ALLEGATIONS

Property: 2230 LAKESHORE AVE #7

Parcel no. 023 041401300

Case no.: 1900895

Owner: WILLIAMS JOHN & LIMING W T

Deadline to Respond:

I certify that I have corrected the following violations or allegations identified in the Re-inspection Notice I received from the City of Oakland:

- Landscaping Storage Trash and Debris Fencing Odors Building Exterior
- Building Interior Plumbing Electrical Heating Parking Concrete Paving
- Fencing Barbed/Razor Wire Sidewalk Display/Advertising
- Unapproved Home Business Exterior lighting Excessive Noise
- Unapproved Sidewalk Display Unapproved Advertising Unapproved Mobile Food Vending
- Roosters on Property Dumpsters/Garbage/Green Waste/Recycle Cans (left in view, left on sidewalk)
- _____

Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. Remove the violations marked below and/or cross out the violations that are not present and sign this form.
3. Before the Deadline to Respond shown at the left return this signed form with dated photographs of your property to verify the violations were removed or not present.

E-mail: bbcode-inspect@oaklandca.gov
 Facsimile: 510/238-2959
 Mail: City of Oakland
 Bureau of Building
 250 Frank H. Ogawa Plaza Suite 2340
 Oakland, CA 94612-2031
 (Envelope enclosed - no postage required)

Property Owner Certification

WILLIAMS JOHN & LIMING W TRS &
Print Name (print)

Date

Property Owner Signature

Day time telephone (_____) _____

Commonwealth Management, Inc.

Real Estate Brokers License 0821583
1305 Franklin St #500, Oakland, Ca. 94612
Office: (510)832-2628 Fax:(510)834-7660

July 7, 2023

Carlos & Glenda Didrickson
2230 Lakeshore Ave #7
Oakland, Ca. 94606

Attached is a copy of the allowable rent increase, per the City of Oakland Rent Adjustment Program and a copy of the Notice to Tenants regarding this program that you previously acknowledged.

Your rent has not been adjusted since September 1,2022. The City allows a 3% increase for current adjustments.

Effective September 1,2023, your rent shall be increased to \$3134.15

Very truly yours,



Ted W. Dang
Property Manager

000037

(1)

Sept 2023

Our current monthly rent at 2230 Lakeshore Ave Oak Ca 94606 #7 is \$2517.54. A proposed rent increase to \$3134.15 effective Sept. 1 2023 would be approx 24% ^{which is higher than} ~~however~~ the City of Oakland's allowable rent increase is 2.5%.

Although we have repeatedly brought up year after year The Superior Court decision signed by Mr Dang in 2013 notice, that he could increase the rent After he makes the repairs, which are still unresolved As noted by the Oakland building inspector notice of violations after I was told to go ask for an inspection recommended by the Rent Adjustment Board.

Please see attached notices of violations dated 2019, 2020, 2021, 2022 and still unresolved. Ted Dang Commonwealth Co lost his appeal. - see attached ... Rental Agreement, Superior Court Stipulation's signed by Ted Dang, in 2013, Letter of Rent INCREASE Sept 2013

- (1) Electrical Breaker still kicks when using just the stove
- (2) Heater vent in Bedroom still Leaking when Heavy Rain
- (3) Patio Door Handle still Broken
- (4) Notice of violations still UNResolved

000038

(2)

I have heard ^{of} no notice of repairs as of this date.

Nothing about reducing the rent, the latest paperwork - See attached - says \$298.33 for loss of patio space. The patio is Approx 600sq ft. And is bigger than the following bedrooms 1) approx 8' x 12' 2) 10' x 15 3) 10' x 15 - 600sq ft is bigger than any one bedroom of our unit.

The deduction of \$298.33 should be closer to the amount of a one or two bedroom apt. or at least a \$1,000⁰⁰ amo deduction. I was never given the opportunity to contest that amount, I was told That is what I am being given.

When we first moved into 2230 Lakeshore Ave in Dec 2006 - 10 years before Ted Dang - Commonwealth Co bought the building 2230 Lakeshore, I paid an extra \$2500 deposit for a total of \$5000⁰⁰ deposit. Because of the patio which he had removed. But he replaced the patio of Apt 8 - on the same floor.

(3)

MR dang WANTS TO INCREASE the RENT, but never addresses the AMOUNT of Deduction FOR NO PATIO, the \$298.33 stays the SAME year AFTER year when I spoke with the coowner MR. JOHN W. WILLIAMS we spoke ABOUT RAISING the Rent AFTER the PATIO has been replaced, but NOT FOR the AMOUNT OF time that we were without A PATIO in its ORIGINAL condition. JUST LIKE they replaced APT 8 PATIO SAME FLOOR, AND ALSO REPLACING DESTROY PRIVATE PROPERTY.

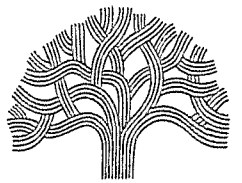
I HAVE spoken to MR Christopher Scyphers OAKLAND Building Inspector who LAST VISITED in 2022 who SAID his OFFICE has RECEIVED NOTHING from ted dang COMMONWEALTH TAX. ABOUT the NOTICE OF VIOLATION BEING REPAIRED, He MR. SCYPHERS HAS SEEN VIDEO TAKEN in Dec 2022 OF the HEATER VENT LEAKING AND the HALLWAY LEAKING DURING HEAVY RAIN. AND the APPEAL FROM MR dang WAS DENIED UNANIMOUSLY by the APPEAL BOARD ON CASES TIQ-0186 TIQ-0235 ON MAY 11 2023, FAIR AND IMPARTIAL IS ALL THAT I ASK.

SEPT 22 2023

Carlos Pedraza

APT 7 2230 Lakeshore AVE
OAKLAND, CA 94606

000040



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 - 23 ?

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

2230 Street Number Lakeshore Ave Street Name 7 Unit Number Oakland, CA 94606 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: 8
Date acquired property: 8/2014

Case number(s) of any relevant prior Rent Adjustment case(s): T21-161, T20-193, T19-235, T19-186, T19-403, T18-305, T17-327, T17-141, T16-175, T15-374, T14-492, T13-296

Tenant Information

Name of Tenant Petitioner(s): Didriksen

Date tenant(s) moved into rental unit: 12/2006 Initial rent amount: \$ 2500 Is/are tenant(s) current on rent? Yes No

Property Owner Information

TED First Name DANG Last Name

Company/LLC/LP (if applicable): Communicate Management, Inc

Mailing address: 1305 Fienblin ST # 500, Oakland, CA 94612

Primary Telephone: 510 832-2628 Other Telephone: _____ Email: ted@1305@aol.com

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

First Name Last Name Firm/Organization (if any)

Mailing Address: _____

Phone Number: _____ Email: _____

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
<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	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. <input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>9/17/12</u> <input type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

PROPERTY OWNER CLAIM OF EXEMPTION

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

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). **If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.**
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 3. Was the prior tenant evicted for cause?
 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 6. Did the petitioning tenant have roommates when he/she moved in?
 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. (Attach documentation.)

RESPONSE TO TENANT PETITION

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

A. Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase: (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	
7/7/23	9/1/23	\$ 344.43	\$ 3544.67 *	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CPI
7/23/22	9/1/22	\$ 3341.20	\$ 3218.90	<input checked="" type="checkbox"/>	<input type="checkbox"/>	u
7/10/21	9/1/21	\$ 3218.90	\$ 3341.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	u
7/10/20	9/1/20	\$ 3192.70	\$ 3218.90	<input checked="" type="checkbox"/>	<input type="checkbox"/>	u
7/24/19	9/1/19	\$ 3084.14	\$ 3192.70	<input checked="" type="checkbox"/>	<input type="checkbox"/>	u

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. * Net \$ 3134.15 after deductions for decrease in services

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.	Electric breakers replaced No further interruptions in service reported.
(B2) Tenant(s) is/are being unlawfully charged for utilities.	Tenant using roof as deck without permission. Lock should not be repaired as tenant is not entitled to access.

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.

[Signature]
Property Owner 1 Signature

10/01/23
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

Date

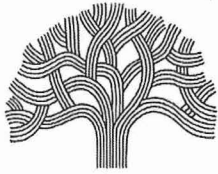
INTERPRETATION SERVICES

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

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

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

-END OF RESPONSE-



CITY OF OAKLAND

**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: 10 / 19 / 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	<u>Carlos e Glenda Didrickson</u>
Address	<u>2230 Lakeshore Ave # 7</u>
City, State, Zip	<u>Oakland. CA 94606</u>

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.

TED ANS

PRINTED NAME

Ted Ans

SIGNATURE

10/19/22

DATE SIGNED



Guest

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Account # 00153400

WILLIAMS JOHN F & 421 ASSOCIATES

Business License Online Renewal Secure

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) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date 2/4/2023
Confirmation # 408302

Account Information

Account # 00153400
Expire Date 12/31/2023
Name WILLIAMS JOHN F & 421 ASSOCIATES
Address 2230 LAKESHORE AVE
City OAKLAND
Phone (510) 832-2628 x222

Summary

	Input	Amount
Tax Calculation		
Current Year Business Tax – Residential/Non-Residential Rental	213,052	\$2,972.08
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$4.50
Total # of Employees, Excluding Owners - report only employees that work within Oakland		\$0.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	8	\$808.00
Total Due		\$3,788.58

Payment Information

Payment Amount \$3,788.58

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For Assistance
Email: btwebsupport@oaklandca.gov
Phone: (510) 238-3704

City of Oakland
250 Frank H Ogawa Plaza, Suite 132

Commonwealth Management, Inc.

Real Estate Brokers License 0821583
1305 Franklin St #500, Oakland, Ca. 94612
Office: (510)832-2628 Fax:(510)834-7660

September 29, 2023

City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza #5313
Oakland, Ca. 94612 - 0243

By posting online and regular mail

RE: Didrickson v Dang

This letter includes additional information for consideration in response to the tenant petition dated 9/22/2023.

Tenant petition should be dismissed for the following reasons:

- 1) Improper service – The tenant petition did not include the Notice to Property Owner as required by the City Ordinance.
- 2) The tenant was and is not current on his rent at the time of filing
- 3) Tenant did not and will not comply with the hearing officers' orders for the following cases T16-175 dated 8/9/16, T17-141 and T17-327 dated 12/12/17, and T18-305 dated 2/6/19. T22-0178. **Tenant has violated these orders with impunity. Sanctions should be imposed.**
- 4) Annual rent increases have been based only on the allowable rate as established by the city. Legal rent is \$3441.43 effective 9/1/22. With CPI increase of 3%, legal rent is \$3544.67 effective 9/1/23. After deductions of \$293.33 for loss of deck, \$55.73 for leak, \$27.86 for electrical problem, and \$27.86 for door handle, net rent is \$3134.15.
- 5) We are requesting that all deductions for loss of housing services be eliminated for the following reasons:

Tenant has been accessing the former deck/current roof for storage just like it was a deck without permission. He is damaging the roof. He should remove all of his personal belongings or forfeit the credit. The door handle to the patio door accessing the roof was not replaced to discourage tenant from accessing roof. See attached photos showing Tenant's current use of the roof in 2023 and former use of the deck in 2016.

The monthly credit of \$293.33 for loss of use of the deck should be cancelled. If the credit is not cancelled, we request authorization to permanently prevent further access and damage to the roof by nailing the doors shut and removing the door handle. The credit of \$27.86 for the door handle should also be cancelled.

The fire inspector recently pointed out that a possible cause of premature electric breakers tripping can be caused by the old Pacific Breakers that were in the electric subpanel. We have replaced all of those breakers as of January 2023 and no further reports of breakers tripping have been received. A copy of the invoice is attached. The credit for electrical problems of \$27.86 should be cancelled.

A roofing contractor, a mechanical contractor and two handymen have all examined the vent and roof above the tenant's bedroom. They added caulking to several additional areas and have confirmed that there is no visible leak. Tenant has not produced any evidence of any further leaks. The credit of \$55.73 should be cancelled.

Very truly yours,



Ted W. Dang
Property Manager



2230 LACESTORE AVE #7
PLAINTIFF'S DECK

2016

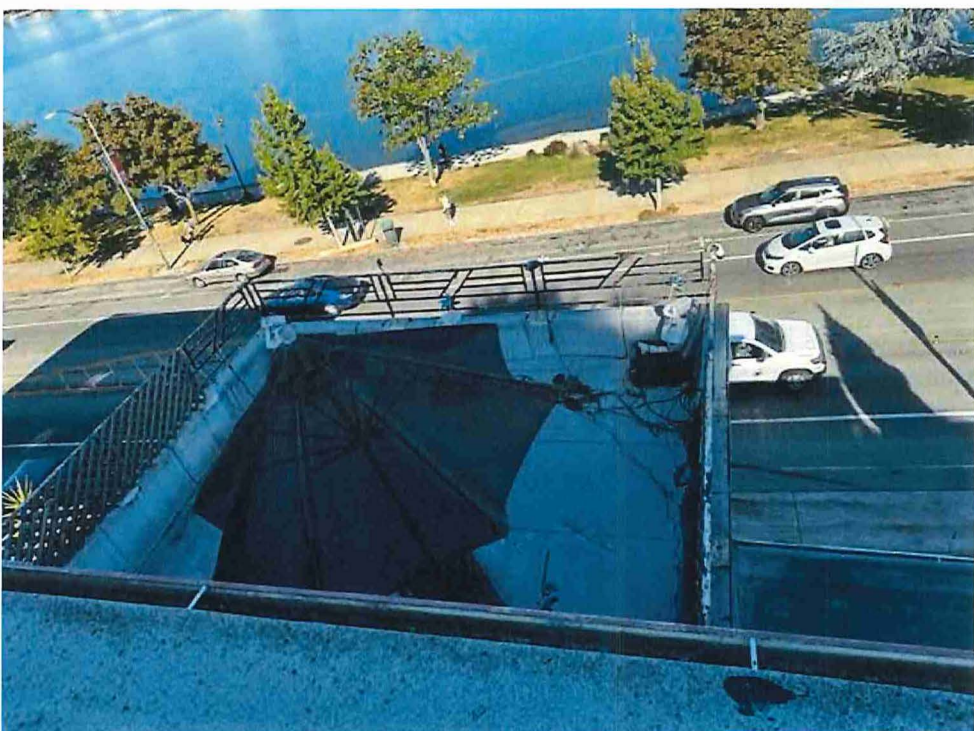
5A



2230 LAKESHORE AVE # 7
PLAINTIFF'S DECK BEFORE

APPROX 2016

12/16/23



Gerrard Electric

99 Ardmore Rd.
Kensington, CA 94707

Invoice

Date	Invoice #
1/13/2023	1176

Bill To
Commonwealth Co 1305 Franklin St Oakland, CA

Ship To
2230 Lakeshore Ave Oakland, CA

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		1/13/2023			

Quantity	Item Code	Description	Price Each	Amount
1	Electrical Work	Change out house subpanel. Establish ground bond for new subpanel. Provide dedicated circuit for alarm. <i>2230</i>	1,950.00	1,950.00

Total \$1,950.00

000053

DECLARATION OF RESIDENTIAL PROPERTY RENT REGISTRATION COMPLIANCE OR EXEMPTION

Purpose of This Form: Oakland Municipal Code, Section 8.22.090.B.1.c.ii states that, after July 1, 2023, property owners are required to provide evidence of registration with the Rent Adjustment Program (RAP) for each affected covered unit in the building prior to the petition or response being filed. Given that July 1, 2023 was a Saturday, property owners' actual deadline to register was July 3, 2023.

Since July 3, 2023, certain property owners have filed petitions or responses using old RAP forms that did not include this new requirement. Thus, the purpose of this form is to allow property owners who were registered prior to filing their petition or response to submit to RAP evidence of registration AND to serve the tenant with this evidence.

Deadline to Serve and Submit This Declaration: Property owners must submit this declaration (and the accompanying documents) within thirty (30) days from the date the Notice of Incomplete Petition / Response was served with a proof of service on the tenant(s).

Dismissal for Failure to Provide Evidence of Registration: RAP will dismiss any property owner petition or response submitted after July 3, 2023, if the property owner does not provide evidence of registration.

Tenant's Challenge: Tenants can challenge the owner's rent registration declaration. To do so, at least seven (7) days prior to the hearing date, tenants must serve on the property owner and file any supporting evidence of the tenant's challenge (along with any other supporting evidence of their case) with RAP. If the tenant decides to challenge the owner's declaration, the tenant will have to provide evidence that, for instance, the owner misrepresented information in their registration about the dwelling unit, failed to provide publicly available information, or failed to even ask the tenant for any missing information that was required on the rent registration forms. If a Hearing Officer finds in favor of the tenant on the tenant's challenge to the owner's declaration of rent registration compliance, any requested rent increase will be subject to penalties outlined in OMC 8.22.510.C.

Rent Registration Copies For Pending RAP Petition Cases: For purposes of a pending rent adjustment petition case, property owners and tenants of the residential dwelling units subject to a pending rent adjustment petition can request a copy of the Property Registration and Residential Unit Registration forms or a copy of a document containing the registration data related to property registration and residential unit registration if the registration was done through RAP's online registration portal by directly emailing RAP's Rent Registry Unit at rentregistry@oaklandca.gov.

When making a request for copies, please provide your name, property address, residential unit number(s) if applicable, and RAP petition case number if already assigned to your case. The subject line of your email requesting registration information should read *REGISTRATION COPY FOR PETITION PURPOSES/[street number]/[street name]*.

For property owners: If the property registration was done online or via email, please use the same email address used for the registration or copy that email address if you are requesting information on behalf of the property owner.

Requests for registration information NOT related to a pending RAP petition case or submitted by other than the parties to a pending RAP petition case or their representatives should be submitted through NextRequest



at: <https://www.oaklandcityattorney.org/how-do-i/request-public-records/>

PROPERTY OWNER'S DECLARATION OF RENT REGISTRATION COMPLIANCE:

Case Name/Number: T23-0140
Property Address: 2230 Lakeshore Ave

- (1) On _____, I 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.

To support this declaration, I am providing:

If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building.

If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online.

OR

- (2) Declaration of Exemption:

The above listed residential property is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, this petition or response is not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

I/We declare under penalty of perjury pursuant to the laws of the State of California that this declaration is true and that all the documents attached to this declaration are true copies of the originals.

BO DANG
(Print Name)

[Signature]
(Signature)

10/20/23
(Date)

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

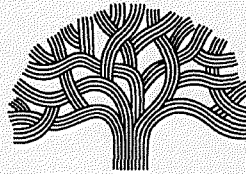
**ACCOUNT
NUMBER**
00153400

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 WILLIAMS JOHN F & 421 ASSOCIATES

BUSINESS LOCATION 2230 LAKESHORE AVE
OAKLAND, CA 94606-1019

BUSINESS TYPE O2 Rental - Apartment



EXPIRATION DATE
12/31/2023

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>



TED DANG
1305 FRANKLIN ST STE 500
OAKLAND, CA 94612-3224

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!

000056

Overview

Parcel Number : 023041401300 | Site Address : 2230 LAKESHORE AVE OAKLAND CA 94606 US | Year Built : 1953
Assessor Total Unit Count : 8 | Total Units Added : 8 | Property Status : Registration Completed

← Back

INSTRUCTIONS TO REGISTER YOUR PROPERTY

Step 1: Update Contact Information. Scroll down to "Contacts" and click "Add Contact" to add necessary contacts (Primary Owner and Property Manager). You must add BOTH a Primary Owner and Property Manager contact. If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. After you have added both contacts, use "Contact Preferences" button to designate who should receive future rent registry communications.

Step 2: Add Units. Scroll down to "Unit Inventory" and click on "Add Unit" (top right) and add ALL residential units to the unit inventory. After adding units to inventory, you may claim individual unit(s) exempt by clicking on each unit's yellow "Action" button.

Step 3: Claim Exemption(s). Once all units are added, use each unit's yellow "Action" button to claim an exemption for individual units (e.g., "Owner-occupied"). Note: If you believe your entire property is exempt from rent registration requirements, then use the blue property "Action" button to submit a property-wide exemption.

Step 4: Submit for Registration: After you have added all units and/or claimed any exemptions, use the blue property "Action" button at the top right corner of the page to submit property for registration. After submitting, you will receive a confirmation email from RAP.

Address

Address

2230 LAKESHORE AVE OAKLAND CA 94606 US

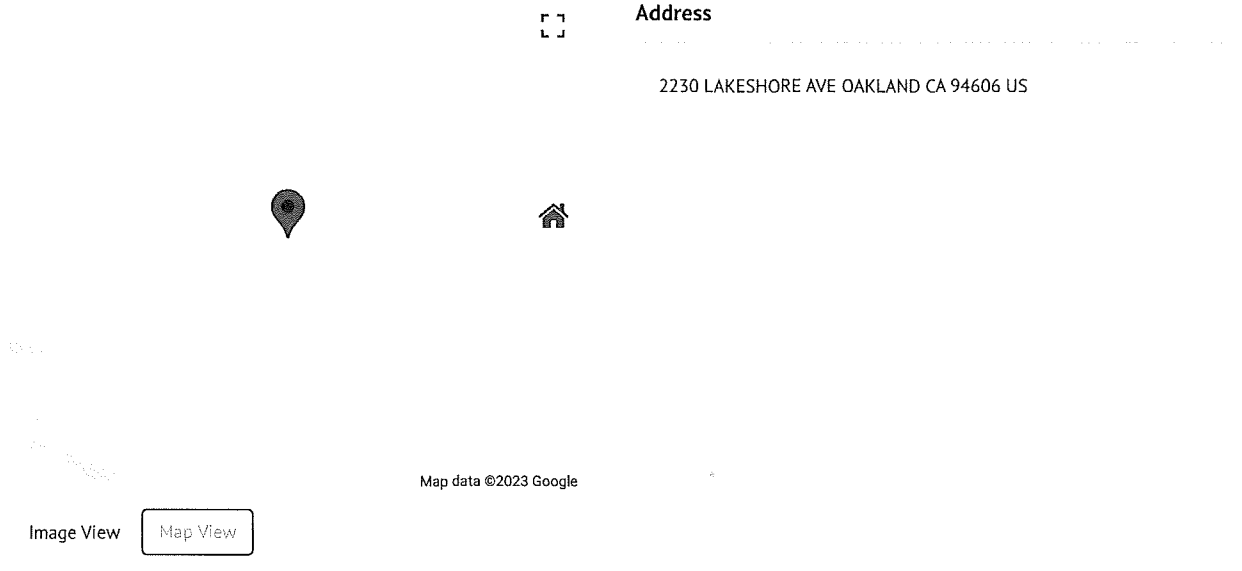


Image View Map View

Click on green "Add Contacts" button to add necessary contacts (Primary Owner and Property Manager). **You must add BOTH a Primary Owner and Property Manager contact in order to submit your property for registration.** If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. Use Action buttons next to each contact name to edit address and other contact information. After you have added both an Owner and Property Manager contact, use "Contact Preferences" button to designate who should receive future Rent Registry communications.

Contacts

Columns ▶ ↻ Search... Q

✚ Contact Preferences

Associated to asset as	Contact Type	Name	Address ↑	Phone Number	Em
					000057

order to increase the rent after the repairs the owner must provide the necessary notices pursuant to Civil Code § 827.

Should the owner wish to, he can pay the restitution owed to the tenants in one lump sum. If the owner pays the restitution, the tenants must stop deducting the \$167.03 per month from their current legal rent.

The owner may otherwise be entitled to a rent increase under the Rent Adjustment Ordinance and California Law that goes into effect at any time after July 1, 2018.

ORDER

1. Petition T17-0141 and T17-0327, are granted in part and denied in part.
2. The base rent for the unit, effective July 1, 2017, is \$2,983.31.
3. Due to the loss of their wooden patio deck, the tenants are entitled to an ongoing rent decrease of 10% of the rent. Before consideration of restitution, the tenants current legal rent is \$2,684.98 a month, effective January 1, 2018.
4. The tenants are owed restitution in the amount of \$1,503.23 due to the combination of underpaid rent and past decreased housing services. This overpayment is adjusted by a rent decrease for the next 9 months in the amount of \$167.03 a month.
5. The Didricksons' rent for the months of January 2018 through September of 2018 is \$2,517.95 a month. Unless a comparable wooden deck is provided and proper notices sent (see below), their rent reverts to the current legal rent of \$2,684.98 per month in October of 2018.
6. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33 a month. **In order to increase the rent after repairs are made, the owner must provide the necessary notice pursuant to Civil Code § 827. However, rent restoration after repairs are made is not considered a rent increase for the purposes of the Rent Adjustment Ordinance.**
7. Nothing in this Order prevents the owner from noticing a rent increase to increase the Didricksons' rent according to the laws of the Rent Adjustment Ordinance and the State of California as long as the rent increase does not go into effect before the anniversary date of July 1, 2018.

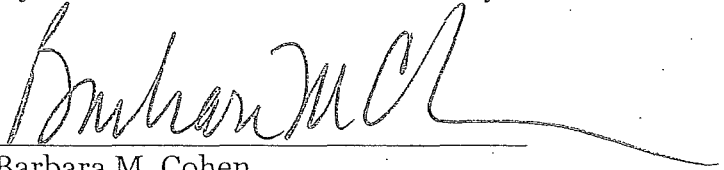
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8. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be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

Dated: December 12, 2017



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

Accordingly, the tenants underpaid their rent by \$668.12 (\$167.03 per month x 4 months).

The CPI is calculated from the base rent. The allowable CPI for the period from July 1, 2018, to June 30, 2019 is 3.4%, which is \$101.43 of \$2,983.31. The new base rent with the CPI totals \$3,084.74. This is before any reduction. The CPI was properly calculated and the new proposed base rent increase is valid.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent⁶ and may be corrected by a rent adjustment.⁷ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."⁸ The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, the tenants must establish they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief.

Patio Door and Handle: This identical claim was raised, addressed, adjudicated and denied in prior case T17-0327. This Hearing Decision became final. Therefore, this claim is denied.

Heating Vent Leak: This claim will not be addressed because it is currently pending on appeal in case T18-0238. Therefore, this claim is dismissed.

Loss of Wooden Patio Deck: Since the condition remains unchanged, the tenants will continue to receive an on-going reduction of \$298.33 per month as ordered for this item in T17-0327. This claim is granted.

ORDER

1. The Tenant Petition T18-0305 is granted in part and denied in part.
2. Effective July 1, 2018, the tenant's new base rent is \$3,084.74 per month.

⁶ O.M.C. §8.22.070(F)

⁷ O.M.C. §8.22.110(E)

⁸ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

3. The claim for an on-going decreased housing services is granted in the amount of \$298.33 and will continue as ordered in T17-0327. Before any adjustments/restitutions, the tenants current legal rent is \$2,786.41, effective March 1, 2019.

4. The tenants underpaid their rent when they continued paying \$2,517.95 instead of \$2,684.98 for October through February (4 months) by \$668.12 (\$167.03 x 4 months). This amount will increase the monthly rent by \$167.03 for the next 4 months to offset the underpayment. The rent will be \$2,953.44 (\$2,786.41 + \$167.03) for the next four months (March, April, May and June). In July of 2019, the rent will revert to the current legal rent of \$2,786.41.

5. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33. In order to increase the rent after restoration of services, the owner must provide the necessary notice pursuant to Civil Code §827 and the Rent Adjustment Ordinance.

6. The owner is otherwise entitled to a rent increase according to the law of the Rent Adjustment Ordinance and the State of California as long as the effective date of the rent increase is not before July 1, 2019.

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

Dated: February 6, 2019



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

T19-0186
T19-0235

RESTITUTION

		MONTHLY RENT	
		TOTAL TO BE REPAID TO TENANT	\$3,462.78
		TOTAL AS PERCENT OF MONTHLY RENT	
AMORTIZED OVER	12	MO. BY REG. IS	\$288.57
OR		MONTHS BY HEARING	
OVER		OFFICER IS	

ORDER

1. The tenant petitions are granted with respect to the issues raised in the March 19, 2019, Notice of Violation.

2. Pursuant to Case Number T18-0305, the tenants' base rent is \$3,084.74 effective July 1, 2018. Due to ongoing decreased housing services granted in prior cases in the amount of \$298.33 for loss of patio space, the tenants' legal rent is \$2,786.41, effective March 1, 2019, before consideration of any restitution ordered by this Remand Hearing Decision.

3. Due to ongoing decreases in housing services granted in this Remand Hearing Decision, the tenants' rent is reduced by 4% (\$111.45). The tenants' new current legal rent, before consideration of restitution, is \$2,674.96 a month. The tenants may begin paying the reduced rent of \$2,674.96 once this Hearing Decision is final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties

4. Due to past decreased services, the tenants are owed restitution in the amount of \$3,462.78. However, the tenants have been underpaying rent by paying \$2,517.54 instead of \$2,786.41 since at least March 1, 2019, if not earlier. Therefore, the owner is instructed to deduct the restitution from the total rent owed due to rent underpayments.

5. If the owner repairs the leak in the bedroom ceiling heating vent, the owner can increase the rent by 2% (\$55.73 a month), if the owner repairs the patio sliding door handle, the owner can increase the rent by 1% (27.86 a month), and if the owner repairs the electric breaker, the owner can increase the rent by 1% (27.86 a month). In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code § 827 and the Rent Adjustment Ordinance

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received

within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 25, 2022

Maimoona Ahmad

Maimoona Ahmad
Hearing Officer
City of Oakland Rent Adjustment Program

Tenant Ledger					
Carlos Didrickson (cardid)					
2230 Lakeshore Ave					
Date	Description	Charges	Payments	Balance	
9/1/2017	Rent	\$ 2,983.31		\$ 2,983.31	\$2983.31 base restored
9/6/2017	chk# 1630		\$ 2,619.00	\$ 364.31	per T17-0141
10/1/2017	Rent	\$ 2,983.31		\$ 3,347.62	
10/3/2017	chk# 1632		\$ 2,619.00	\$ 728.62	
11/1/2017	Rent	\$ 2,983.31		\$ 3,711.93	
11/3/2017	chk# 1634		\$ 2,619.00	\$ 1,092.93	
12/1/2017	Rent	\$ 2,983.31		\$ 4,076.24	
12/5/2017	chk# 1636		\$ 2,619.00	\$ 1,457.24	
1/1/2018	Rent	\$ 2,517.95		\$ 3,975.19	
1/2/2018	chk# 1638		\$ 2,517.95	\$ 1,457.24	
2/1/2018	Rent	\$ 2,517.95		\$ 3,975.19	
2/2/2018	chk# 1641		\$ 2,517.54	\$ 1,457.65	\$2983.31 base less \$298.33 deck less \$167.03
2/8/2018	2018 City of Oakland Rent Program fe	\$ 34.00		\$ 1,491.65	per T17-0141 and T17-0327 order 4 & 5
3/1/2018	Rent	\$ 2,517.95		\$ 4,009.60	
3/5/2018	chk# 1643		\$ 34.00	\$ 3,975.60	
3/5/2018	chk# 1645		\$ 2,517.54	\$ 1,458.06	
4/1/2018	Rent	\$ 2,517.95		\$ 3,976.01	
4/2/2018	chk# 1647		\$ 2,517.54	\$ 1,458.47	
5/1/2018	Rent	\$ 2,517.95		\$ 3,976.42	
5/4/2018	chk# 1651		\$ 2,517.54	\$ 1,458.88	
6/1/2018	Rent	\$ 2,517.95		\$ 3,976.83	
6/4/2018	chk# 1652		\$ 2,517.54	\$ 1,459.29	
7/1/2018	Rent	\$ 2,786.41		\$ 4,245.70	\$3084.74 less \$298.33
7/3/2018	chk# 1654		\$ 2,517.54	\$ 1,728.16	per T18-305 order 2
8/1/2018	Rent	\$ 2,786.41		\$ 4,514.57	
8/3/2018	chk# 1656		\$ 2,517.54	\$ 1,997.03	
9/1/2018	Rent	\$ 2,786.41		\$ 4,783.44	
9/5/2018	chk# 1659		\$ 2,517.54	\$ 2,265.90	
10/1/2018	Rent	\$ 2,684.98		\$ 4,950.88	\$2983.31 base less \$298.33 deck less \$167.03
10/5/2018	chk# 1661		\$ 2,517.54	\$ 2,433.34	per T17-0141 and T17-0327 order 5
11/1/2018	Rent	\$ 2,786.41		\$ 5,219.75	\$3084.74 base less \$298.33
11/5/2018	chk# 1662		\$ 2,517.54	\$ 2,702.21	per T18-0305 order 4
12/1/2018	Rent	\$ 2,786.41		\$ 5,488.62	

000064

12/7/2018	chk# 1665		\$ 2,517.54	\$ 2,971.08				
1/1/2019	Rent	\$ 2,786.41		\$ 5,757.49				
1/4/2019	chk# 1667		\$ 2,517.54	\$ 3,239.95				
2/1/2019	Rent	\$ 2,786.41		\$ 6,026.36				
2/4/2019	chk# 1670		\$ 2,517.54	\$ 3,508.82				
3/1/2019	Rent	\$ 2,674.96		\$ 6,183.78	\$3084.74 base less \$298.33			
3/1/2019	2019 RAP fee	\$ 34.00		\$ 6,217.78	per T18-0305 order 4			
3/4/2019	chk# 1672		\$ 2,517.54	\$ 3,700.24	revised to \$2674.96			
3/4/2019	chk# 1673		\$ 34.00	\$ 3,666.24	per T19-0186			
4/1/2019	Rent	\$ 2,674.96		\$ 6,341.20	w/addl \$111.45 credit			
4/3/2019	chk# 1676		\$ 2,517.54	\$ 3,823.66				
5/1/2019	Rent	\$ 2,674.96		\$ 6,498.62				
5/3/2019	chk# 1680		\$ 2,517.54	\$ 3,981.08				
6/1/2019	Rent	\$ 2,674.96		\$ 6,656.04				
6/4/2019	chk# 1683		\$ 2,517.54	\$ 4,138.50				
7/1/2019	Rent	\$ 2,674.96		\$ 6,813.46				
7/3/2019	chk# 1686		\$ 2,517.54	\$ 4,295.92				
8/1/2019	Rent	\$ 2,674.96		\$ 6,970.88				
8/5/2019	chk# 1687		\$ 2,517.54	\$ 4,453.34				
9/1/2019	Rent	\$ 2,782.92		\$ 7,236.26	\$3192.70 base less \$298.33			
9/5/2019	chk# 1692		\$ 2,517.54	\$ 4,718.72	3.5% increase allowed			
10/1/2019	Rent	\$ 2,782.92		\$ 7,501.64	less 111.45			
10/2/2019	chk# 1695		\$ 2,517.54	\$ 4,984.10				
11/1/2019	Rent	\$ 2,782.92		\$ 7,767.02				
11/4/2019	chk# 1698		\$ 2,517.54	\$ 5,249.48				
12/1/2019	Rent	\$ 2,782.92		\$ 8,032.40				
12/2/2019	chk# 1703		\$ 2,517.54	\$ 5,514.86				
1/1/2020	Rent	\$ 2,782.92		\$ 8,297.78				
1/6/2020	chk# 1706		\$ 2,517.54	\$ 5,780.24				
2/1/2020	Rent	\$ 2,782.92		\$ 8,563.16				
2/1/2020	2020 RAP fee	\$ 50.50		\$ 8,613.66				
2/4/2020	chk# 1708		\$ 2,517.54	\$ 6,096.12				
2/21/2020	chk# 1711		\$ 50.50	\$ 6,045.62				
3/1/2020	Rent	\$ 2,782.92		\$ 8,828.54				
3/4/2020	chk# 1713		\$ 2,517.54	\$ 6,311.00				
4/1/2020	Rent	\$ 2,782.92		\$ 9,093.92				
4/17/2020	chk# 1715		\$ 2,517.54	\$ 6,576.38				

5/1/2020	Rent	\$ 2,782.92		\$ 9,359.30				
5/5/2020	chk# 1717		\$ 2,517.54	\$ 6,841.76				
6/1/2020	Rent	\$ 2,782.92		\$ 9,624.68				
6/5/2020	chk# 1720		\$ 2,517.54	\$ 7,107.14				
7/1/2020	Rent	\$ 2,782.92		\$ 9,890.06				
7/3/2020	chk# 1722		\$ 2,517.54	\$ 7,372.52				
8/1/2020	Rent	\$ 2,782.92		\$ 10,155.44				
8/5/2020	chk# 1725		\$ 2,517.54	\$ 7,637.90				
9/1/2020	Rent	\$ 2,869.12		\$ 10,507.02	\$3278.90 base less \$298.33			
9/4/2020	chk# 1727		\$ 2,517.54	\$ 7,989.48	2.7% increase allowed			
10/1/2020	Rent	\$ 2,869.12		\$ 10,858.60	less 111.45			
10/3/2020	chk# 1729		\$ 2,517.54	\$ 8,341.06				
11/1/2020	Rent	\$ 2,869.12		\$ 11,210.18				
11/4/2020	chk# 1735		\$ 2,517.54	\$ 8,692.64				
12/1/2020	Rent	\$ 2,869.12		\$ 11,561.76				
12/3/2020	chk# 1736		\$ 2,517.54	\$ 9,044.22				
1/1/2021	Rent	\$ 2,869.12		\$ 11,913.34				
1/6/2021	chk# 1737		\$ 2,517.54	\$ 9,395.80				
2/1/2021	Rent	\$ 2,869.12		\$ 12,264.92				
2/1/2021	2021 RAP fee	\$ 50.50		\$ 12,315.42				
2/3/2021	chk# 1741		\$ 2,517.54	\$ 9,797.88				
2/8/2021	chk# 1742		\$ 50.50	\$ 9,747.38				
3/1/2021	Rent	\$ 2,869.12		\$ 12,616.50				
3/4/2021	chk# 1745		\$ 2,517.54	\$ 10,098.96				
4/1/2021	Rent	\$ 2,869.12		\$ 12,968.08				
4/5/2021	chk# 1746		\$ 2,517.54	\$ 10,450.54				
5/1/2021	Rent	\$ 2,869.12		\$ 13,319.66				
5/4/2021	chk# 1747		\$ 2,517.54	\$ 10,802.12				
6/1/2021	Rent	\$ 2,869.12		\$ 13,671.24				
6/4/2021	chk# 1748		\$ 2,517.54	\$ 11,153.70				
7/1/2021	Rent	\$ 2,869.12		\$ 14,022.82				
7/6/2021	chk# 1750		\$ 2,517.54	\$ 11,505.28				
8/1/2021	Rent	\$ 2,869.12		\$ 14,374.40				
8/3/2021	chk# 1751		\$ 2,517.54	\$ 11,856.86				
9/1/2021	Rent	\$ 2,931.42		\$ 14,788.28	\$3341.20 base less \$298.33			
9/3/2021	chk# 1752		\$ 2,517.54	\$ 12,270.74	1.9% increase			
10/1/21	Rent	\$ 2,931.42		\$ 15,202.16	less 111.45			

10/4/21	ck 1753		\$ 2,517.54	\$ 12,684.62				
11/1/21	Rent	\$ 2,931.42		\$ 15,616.04				
11/3/21	ck 1754		\$ 2,517.54	\$ 13,098.50				
12/1/21	Rent	\$ 2,931.42		\$ 16,029.92				
12/3/21	ck 1755		\$ 2,517.54	\$ 13,512.38				
1/1/22	Rent	\$ 2,931.42		\$ 16,443.80				
1/4/22	chk# 1737		\$ 2,517.54	\$ 13,926.26				
2/1/22	Rent	\$ 2,931.42		\$ 16,857.68				
2/3/22	ck 1757		\$ 2,517.54	\$ 14,390.64				
2/17/22	2022 RAP fee	\$ 50.50		\$ 14,441.14				
3/1/22	Rent	\$ 2,869.12		\$ 17,310.26				
3/4/22	ck 1760		\$ 2,517.54	\$ 14,792.72				
4/1/22	Rent	\$ 2,869.12		\$ 17,661.84				
4/2/22	ck 1762		\$ 2,517.54	\$ 15,144.30				
5/1/22	Rent	\$ 2,869.12		\$ 18,013.42				
5/5/22	ck 1763		\$ 2,517.54	\$ 15,495.88				
6/1/22	Rent	\$ 2,869.12		\$ 18,365.00				
6/3/22	ck 1764		\$ 2,517.54	\$ 15,847.46				
7/1/22	Rent	\$ 2,869.12		\$ 18,716.58				
7/5/22	ck 1765		\$ 2,517.54	\$ 16,199.04				
8/1/22	Rent	\$ 2,869.12		\$ 19,068.16				
8/1/22	ck 1765		\$ 2,517.54	\$ 16,550.62				
9/1/22	Rent	\$ 2,931.42		\$ 19,482.04	\$3341.20 base less \$298.33			
9/3/22	ck 1769		\$ 2,517.54	\$ 16,964.50	1.9% increase			
10/1/22	Rent	\$ 2,931.42		\$ 19,895.92	less 111.45			
10/4/22	ck 1771		\$ 2,517.54	\$ 17,378.38				
11/1/22	Rent	\$ 2,931.42		\$ 20,309.80				
11/4/22	ck 1772		\$ 2,517.54	\$ 17,792.26				
12/1/22	Rent	\$ 2,931.42		\$ 20,723.68				
12/2/22	ck 1774		\$ 2,517.54	\$ 18,206.14				
1/1/23	Rent	\$ 2,931.42		\$ 21,137.56				
1/4/23	ck 1775		\$ 2,517.54	\$ 18,620.02				
2/1/23	Rent	\$ 2,931.42		\$ 21,551.44				
2/1/23	ck 1776		\$ 2,517.54	\$ 19,084.40				
2/17/23	2023 RAP fee	\$ 50.50		\$ 19,134.90				
3/1/23	Rent	\$ 2,931.42		\$ 22,066.32				
3/4/23	ck 1777		\$ 2,517.54	\$ 19,548.78				

4/1/23	Rent	\$ 2,931.42		\$ 22,480.20					
4/1/23	ck 1779		\$ 2,517.54	\$ 19,962.66					
5/1/23	Rent	\$ 2,931.42		\$ 22,894.08					
5/1/23	ck 1780		\$ 2,517.54	\$ 20,376.54					
6/1/23	Rent	\$ 2,931.42		\$ 23,307.96					
6/1/23	ck 1781		\$ 2,517.54	\$ 20,790.42					
7/1/23	Rent	\$ 2,931.42		\$ 23,721.84					
7/1/23	ck 1784		\$ 2,517.54	\$ 21,204.30					
8/1/23	Rent	\$ 2,931.42		\$ 24,135.72					
8/1/23	ck 1785		\$ 2,517.54	\$ 21,618.18					
9/1/23	Rent	\$ 2,931.42		\$ 24,549.60					
9/1/23	ck 1786		\$ 2,517.54	\$ 22,032.06					
10/1/23	Rent	\$ 2,931.42		\$ 24,963.48					
10/1/23	ck 1788		\$ 2,517.54	\$ 22,445.94					

Commonwealth Management, Inc.

Real Estate Brokers License 0821583
1305 Franklin St #500, Oakland, Ca. 94612
Office: (510)832-2628 Fax:(510)834-7660

December 8, 2023

City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza #5313
Oakland, Ca. 94612 - 0243

By posting online and regular mail

RE: Didrickson v Dang T23-0140

This letter replaces the previous letter dated September 29,2023 and is revised in response to request for additional documents from hearing officer, Ana Silveira and additional documents submitted by Didrickson

1. Proof of business license - Page 1
2. Proof of rent registration compliance - Pages 2-4
3. Copies of prior rent adjustment officer orders – Pages 5-14
T16-175 dated 8/9/16, T17-141 and T17-327 dated 12/12/17, and
T18-305 dated 2/6/19 and T22-0178 dated 8/25/23
4. Tenant rent ledger from 9/1/2017 thru 10/1/2023 Pages 15-19

The above documents are clear evidence that tenant was and is not current on his rent at the time of filing his petition. His current petition and future petitions should be denied until the rent is current.

The tenant has not complied with prior hearing officers' orders. Tenant has violated these orders with impunity. Administration citations and sanctions are requested.

Annual rent increases have always been based only on the allowable rate as established by the city. Legal rent is \$3441.43 effective 9/1/22. With CPI increase of 3%, legal rent is \$3544.67 effective 9/1/23. After deductions of \$293.33 for loss of deck, \$55.73 for leak, \$27.86 for electrical problem and \$27.86 for door handle, net rent is \$3134.15.

The deck was removed in order to replace the leaking roof. It was not replaced because it was not permitted in the first place. Pages 20-23

Deductions for loss of housing services should be eliminated for the following reasons: Tenant has been accessing former deck/current roof and using it like a deck without approvals. He has installed patio furniture and sunbrellas, security cameras, garbage, and recyclables and is damaging the roof. See photos showing tenant's use of roof in 2023 and 2016. These items must be removed immediately and the credits for loss of use of the deck and the door handle should be returned. The door handle to the patio

000069

was not repaired to discourage use. Otherwise, we will need to permanently seal the patio door. Pages 24-26

A roofing contractor, mechanical contractor, and two handymen have all examined the roof and vent above the tenant's bedroom. Caulking was added and there is no evidence of any further leak. Tenant claims he has a video of the leak. This video was not shared as required by the proof of service and should not be allowed as evidence.

There have been no changes in the electrical system since tenant has moved in. Tenant has been using more appliances than the existing panel allows. We updated the circuit breakers but may need to bring in an additional line from PGE. The electrician is working on a possible solution. Page 27.

Very truly yours,



Ted W. Dang

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**
00153400

DBA

WILLIAMS JOHN F & 421 ASSOCIATES

BUSINESS LOCATION

2230 LAKESHORE AVE
OAKLAND, CA 94606-1019

BUSINESS TYPE

O2 Rental - Apartment

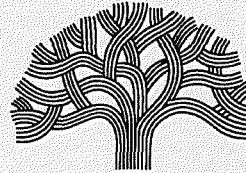


TED DANG
1305 FRANKLIN ST STE 500
OAKLAND, CA 94612-3224

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.

EXPIRATION DATE

12/31/2023



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>

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!

000071



at: <https://www.oaklandcityattorney.org/how-do-i/request-public-records/>

PROPERTY OWNER'S DECLARATION OF RENT REGISTRATION COMPLIANCE:

Case Name/Number: T23-0140
Property Address: 2230 Lakeshore Ave

(1) On _____, I 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.

To support this declaration, I am providing:

If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building.

If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online.

OR

(2) Declaration of Exemption:

The above listed residential property is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, this petition or response is not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

I/We declare under penalty of perjury pursuant to the laws of the State of California that this declaration is true and that all the documents attached to this declaration are true copies of the originals.

BO DANG
(Print Name)

[Signature]
(Signature)

10/20/23
(Date)

Unit Site Address	Unit Name	Unit Type	Year Unit Created	Unit Status
2230 LAKESHORE AVE OAKLAND CA 94606 US	1	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	2	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	3	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	4	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	5	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	6	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	7	Multifamily Property - Two or More Residential Units	1953	Non-Exempt
2230 LAKESHORE AVE OAKLAND CA 94606 US	8	Multifamily Property - Two or More Residential Units	1953	Non-Exempt

Services Provided	Amount of Security Deposit	Number of Occupants	Reason Previous Tenancy Ended	Date Previous Tenant Vacated	Number of Bedrooms	Number of Bathrooms
Natural Gas, Electricity, Parking, Laundry	\$ 3,500.00	2	Voluntary Vacand		2	1.5
Water, Refuse/Recycle, Parking, Laundry	\$ 1,000.00	1	Unknown		1	1
Water, Refuse/Recycle, Parking, Laundry	\$ 1,500.00	2	Unknown		2	1.5
Water, Refuse/Recycle, Laundry	\$ 2,000.00	1	Voluntary Vacand		1	1
Water, Refuse/Recycle, Laundry	\$ 1,195.00	1	Voluntary Vacand		2	1.5
Water, Refuse/Recycle, Laundry	\$ 1,000.00	1	Unknown		2	2
Water, Refuse/Recycle, Parking, Laundry, Storage	\$ 5,000.00	2	Unknown		3	1.5
Water, Refuse/Recycle, Laundry	\$ 2,800.00	1	Voluntary Vacand		2	1.5

that one keeps falling off because it is mounted vertically on the wall and not on the ceiling:

The owner testified that, after receiving the notice about the smoke detectors, his handyman went to the unit and replaced two of them in the bedrooms. The tenants did not say anything to the handyman about the one in the kitchen (the vertical one).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Issues Addressed in Prior Case

All items, except the smoke detectors, raised in the tenants' petition were addressed and adjudicated in the prior case T19-0186/T19-0235, *Didrickson v. Commonwealth Co.*, that has now become the final decision.

According to the Order in T19-0186/T19-0235, the tenants are receiving on-going rent reductions as follows: 2% for the heating vent leak; 1% for the broken door handle and 1% for the electric breaker. Therefore, these three items are denied because they were already adjudicated in the prior case, and became the final decision pursuant to the Remand Hearing Decision T19-0186/T19-0235.

Decrease Housing Service

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent² and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided due to parties' contractual obligation at the beginning of the tenancy and is no longer being provided.

The tenant has the burden of proving decreased housing services by a preponderance of the evidence, and must establish that he has given the owner notice of the problem and the opportunity to correct the problem before a claim of decreased housing services may be granted.

Smoke Detectors

It is undisputed that the handyman came to the unit and replaced smoke detectors identified by the tenants. The owner did not receive the notice of the vertical one that allegedly keeps falling off. Therefore, this claim is denied and the owner is now on notice to address this issue.

² O.M.C. §8.22.070(F)

³ O.M.C. §8.22.110(E)

ORDER

1. Tenant Petition T22-0178 is denied.
2. The claims for decreased housing services are denied.

Right to Appeal: This is the final decision of the RAP. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: August 25, 2023

Linda Moroz

Linda M. Moroz
Hearing Officer
Rent Adjustment Program

Decreased Housing Services:

Heating Vent Leak: The tenants testified that water enters around the heating vent in their bedroom ceiling during a heavy rain. They made the identical claim in Case No. T15-0374. The Hearing Officer in that case ordered an ongoing rent reduction until repairs are made, as stated in Paragraph 6 of the Order quoted above. At the Hearing in the present case, the owner did not testify that this condition has been repaired. The tenants cannot make a new claim for an issue that has already been decided and for which there is an ongoing rent reduction; the claim is denied.

Circuit Breaker: This claim was made and denied in the prior case.

Patio Door / Patio Floor Boards: These claims were made, and ongoing rent reductions were ordered, in the prior case. At the Hearing, the owner did not testify that repairs had been made.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Legal Rent: The Order in Case No. T15-0374 is honored. The Base Rent was set at \$2,875.93 per month. The CPI Rent Adjustment of 1.7% is \$48.89, for total Base Rent of \$2,924.82. The Order in the prior case states that the rent for the months March through November 2016 is \$2,369.95 per month, and the rent reverts to \$2,617 per month in December 2016.

The owner is entitled to a rent increase of \$48.89 per month, effective April 1, 2016. Therefore – before considering rent overpayments by the tenants – the rent for the months April through November 2016 is \$2,418.84 per month, and the rent from December 2016 through March 2017 is \$2,665.89 per month. Further, if the owner makes necessary repairs stated in the prior case, rent may be increased in accordance with the Order in that case.

Decreased Housing Services: Since all of the tenants' claims were raised and decided in the prior case, all claims of decreased housing services are denied.

Conclusion / Rent Overpayments: The tenants have been paying monthly rent of \$2,725 since August 2015. As shown on the following Table, the tenants have therefore overpaid rent in the amount of \$4,370. This overpayment is ordered repaid over a period of twelve months, from September 2016 through August 2017.¹

The current rent of \$2,418.84 per month is temporarily decreased by \$364.17 per month, to \$2,054.67 per month, in the months of September through November 2016. In accordance with the Order in the prior case, the rent beginning in December 2016 is increased by \$247.15 per month. Therefore, from December 2016 through March 2017 the rent will be \$2,328.82 per month. The then-current rent from April 2017 (when the owner will be eligible for an annual increase) through August 2017 will be reduced by \$364.17 per month.

¹ Regulations, Section 8.22.110(F)

T16-0175 8

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Aug-15	31-Mar-16	\$2,725	\$2,370	\$355	8	\$2,840
1-Apr-16	31-Aug-16	\$2,725	\$2,419	\$306	5	\$1,530
TOTAL OVERPAID RENT						\$4,370

RESTITUTION

MONTHLY RENT	\$2,925
TOTAL TO BE REPAID TO TENANT	\$4,370
TOTAL AS PERCENT OF MONTHLY RENT	149%
AMORTIZED OVER 12 MO. BY REG. IS	\$364.17

ORDER

- Petition T16-0175 is partly granted.
- The current rent, before a temporary decrease due to rent overpayments, is \$2,418.84 per month.
- The tenants have overpaid rent in the amount of \$4,370. The overpayment is adjusted by a temporary rent increase for twelve months.
- The rent is temporarily decreased by \$364.17 per month, to \$2,054.67 per month, in the months of September through November 2016. *3 mos*
- The rent from December 2016 through March 2017 will be \$2,328.82 per month. *4 274.15*
- The rent from April 2017 through August 2017 will be reduced by \$364.17 per month. *5 mos*
- The owner may increase the rent in accordance with the Order in Case No. T15-0374.
- The Anniversary Date for future rent increases is April 1.
- Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: August 9, 2016

Stephen Kasdin
Hearing Officer
Rent Adjustment Program

order to increase the rent after the repairs the owner must provide the necessary notices pursuant to Civil Code § 827.

Should the owner wish to, he can pay the restitution owed to the tenants in one lump sum. If the owner pays the restitution, the tenants must stop deducting the \$167.03 per month from their current legal rent.

The owner may otherwise be entitled to a rent increase under the Rent Adjustment Ordinance and California Law that goes into effect at any time after July 1, 2018.

ORDER

1. Petition T17-0141 and T17-0327, are granted in part and denied in part.
2. The base rent for the unit, effective July 1, 2017, is \$2,983.31.
3. Due to the loss of their wooden patio deck, the tenants are entitled to an ongoing rent decrease of 10% of the rent. Before consideration of restitution, the tenants current legal rent is \$2,684.98 a month, effective January 1, 2018.
4. The tenants are owed restitution in the amount of \$1,503.23 due to the combination of underpaid rent and past decreased housing services. This overpayment is adjusted by a rent decrease for the next 9 months in the amount of \$167.03 a month.
5. The Didricksons' rent for the months of January 2018 through September of 2018 is \$2,517.95 a month. Unless a comparable wooden deck is provided and proper notices sent (see below), their rent reverts to the current legal rent of \$2,684.98 per month in October of 2018.
6. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33 a month. **In order to increase the rent after repairs are made, the owner must provide the necessary notice pursuant to Civil Code § 827. However, rent restoration after repairs are made is not considered a rent increase for the purposes of the Rent Adjustment Ordinance.**
7. Nothing in this Order prevents the owner from noticing a rent increase to increase the Didricksons' rent according to the laws of the Rent Adjustment Ordinance and the State of California as long as the rent increase does not go into effect before the anniversary date of July 1, 2018.


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

Dated: December 12, 2017



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

Accordingly, the tenants underpaid their rent by \$668.12 (\$167.03 per-month x 4 months).

The CPI is calculated from the base rent. The allowable CPI for the period from July 1, 2018, to June 30, 2019 is 3.4%, which is \$101.43 of \$2,983.31. The new base rent with the CPI totals \$3,084.74. This is before any reduction. The CPI was properly calculated and the new proposed base rent increase is valid.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent⁶ and may be corrected by a rent adjustment.⁷ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."⁸ The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, the tenants must establish they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief.

Patio Door and Handle: This identical claim was raised, addressed, adjudicated and denied in prior case T17-0327. This Hearing Decision became final. Therefore, this claim is denied.

Heating Vent Leak: This claim will not be addressed because it is currently pending on appeal in case T18-0238. Therefore, this claim is dismissed.

Loss of Wooden Patio Deck: Since the condition remains unchanged, the tenants will continue to receive an on-going reduction of \$298.33 per month as ordered for this item in T17-0327. This claim is granted.

ORDER

1. The Tenant Petition T18-0305 is granted in part and denied in part.
2. Effective July 1, 2018, the tenant's new base rent is \$3,084.74 per month.

⁶ O.M.C. §8.22.070(F)

⁷ O.M.C. §8.22.110(E)

⁸ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

3. The claim for an on-going decreased housing services is granted in the amount of \$298.33 and will continue as ordered in T17-0327. Before any adjustments/restitutions, the tenants current legal rent is \$2,786.41, effective March 1, 2019.

4. The tenants underpaid their rent when they continued paying \$2,517.95 instead of \$2,684.98 for October through February (4 months) by \$668.12 (\$167.03 x 4 months). This amount will increase the monthly rent by \$167.03 for the next 4 months to offset the underpayment. The rent will be \$2,953.44 (\$2,786.41 + \$167.03) for the next four months (March, April, May and June). In July of 2019, the rent will revert to the current legal rent of \$2,786.41.

5. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33. In order to increase the rent after restoration of services, the owner must provide the necessary notice pursuant to Civil Code §827 and the Rent Adjustment Ordinance.

6. The owner is otherwise entitled to a rent increase according to the law of the Rent Adjustment Ordinance and the State of California as long as the effective date of the rent increase is not before July 1, 2019.

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

Dated: February 6, 2019



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

T19-0186
T19-0235
13

RESTITUTION

		MONTHLY RENT	
		TOTAL TO BE REPAID TO TENANT	\$3,462.78
		TOTAL AS PERCENT OF MONTHLY RENT	
AMORTIZED OVER	12	MO. BY REG. IS	\$288.57
OR		MONTHS BY HEARING	
OVER		OFFICER IS	

ORDER

1. The tenant petitions are granted with respect to the issues raised in the March 19, 2019, Notice of Violation.

2. Pursuant to Case Number T18-0305, the tenants' base rent is \$3,084.74 effective July 1, 2018. Due to ongoing decreased housing services granted in prior cases in the amount of \$298.33 for loss of patio space, the tenants' legal rent is \$2,786.41, effective March 1, 2019, before consideration of any restitution ordered by this Remand Hearing Decision.

3. Due to ongoing decreases in housing services granted in this Remand Hearing Decision, the tenants' rent is reduced by 4% (\$111.45). The tenants' new current legal rent, before consideration of restitution, is \$2,674.96 a month. The tenants may begin paying the reduced rent of \$2,674.96 once this Hearing Decision is final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties

4. Due to past decreased services, the tenants are owed restitution in the amount of \$3,462.78. However, the tenants have been underpaying rent by paying \$2,517.54 instead of \$2,786.41 since at least March 1, 2019, if not earlier. Therefore, the owner is instructed to deduct the restitution from the total rent owed due to rent underpayments.

5. If the owner repairs the leak in the bedroom ceiling heating vent, the owner can increase the rent by 2% (\$55.73 a month), if the owner repairs the patio sliding door handle, the owner can increase the rent by 1% (27.86 a month), and if the owner repairs the electric breaker, the owner can increase the rent by 1% (27.86 a month). In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code § 827 and the Rent Adjustment Ordinance

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. 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

14

within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 25, 2022

Maimoona Ahmad

Maimoona Ahmad

Hearing Officer

City of Oakland Rent Adjustment Program

Tenant Ledger					
Carlos Didrickson (cardid)					
2230 Lakeshore Ave					
Date	Description	Charges	Payments	Balance	
9/1/2017	Rent	\$ 2,983.31		\$ 2,983.31	\$2983.31 base restored
9/6/2017	chk# 1630		\$ 2,619.00	\$ 364.31	per T17-0141
10/1/2017	Rent	\$ 2,983.31		\$ 3,347.62	
10/3/2017	chk# 1632		\$ 2,619.00	\$ 728.62	
11/1/2017	Rent	\$ 2,983.31		\$ 3,711.93	
11/3/2017	chk# 1634		\$ 2,619.00	\$ 1,092.93	
12/1/2017	Rent	\$ 2,983.31		\$ 4,076.24	
12/5/2017	chk# 1636		\$ 2,619.00	\$ 1,457.24	
1/1/2018	Rent	\$ 2,517.95		\$ 3,975.19	
1/2/2018	chk# 1638		\$ 2,517.95	\$ 1,457.24	
2/1/2018	Rent	\$ 2,517.95		\$ 3,975.19	
2/2/2018	chk# 1641		\$ 2,517.54	\$ 1,457.65	\$2983.31 base less \$298.33 deck less \$167.03
2/8/2018	2018 City of Oakland Rent Program fe	\$ 34.00		\$ 1,491.65	per T17-0141 and T17-0327 order 4 & 5
3/1/2018	Rent	\$ 2,517.95		\$ 4,009.60	
3/5/2018	chk# 1643		\$ 34.00	\$ 3,975.60	
3/5/2018	chk# 1645		\$ 2,517.54	\$ 1,458.06	
4/1/2018	Rent	\$ 2,517.95		\$ 3,976.01	
4/2/2018	chk# 1647		\$ 2,517.54	\$ 1,458.47	
5/1/2018	Rent	\$ 2,517.95		\$ 3,976.42	
5/4/2018	chk# 1651		\$ 2,517.54	\$ 1,458.88	
6/1/2018	Rent	\$ 2,517.95		\$ 3,976.83	
6/4/2018	chk# 1652		\$ 2,517.54	\$ 1,459.29	
7/1/2018	Rent	\$ 2,786.41		\$ 4,245.70	\$3084.74 less \$298.33
7/3/2018	chk# 1654		\$ 2,517.54	\$ 1,728.16	per T18-305 order 2
8/1/2018	Rent	\$ 2,786.41		\$ 4,514.57	
8/3/2018	chk# 1656		\$ 2,517.54	\$ 1,997.03	
9/1/2018	Rent	\$ 2,786.41		\$ 4,783.44	
9/5/2018	chk# 1659		\$ 2,517.54	\$ 2,265.90	
10/1/2018	Rent	\$ 2,684.98		\$ 4,950.88	\$2983.31 base less \$298.33 deck less \$167.03
10/5/2018	chk# 1661		\$ 2,517.54	\$ 2,433.34	per T17-0141 and T17-0327 order 5
11/1/2018	Rent	\$ 2,786.41		\$ 5,219.75	\$3084.74 base less \$298.33
11/5/2018	chk# 1662		\$ 2,517.54	\$ 2,702.21	per T18-0305 order 4
12/1/2018	Rent	\$ 2,786.41		\$ 5,488.62	

12/7/2018	chk# 1665		\$ 2,517.54	\$ 2,971.08				
1/1/2019	Rent	\$ 2,786.41		\$ 5,757.49				
1/4/2019	chk# 1667		\$ 2,517.54	\$ 3,239.95				
2/1/2019	Rent	\$ 2,786.41		\$ 6,026.36				
2/4/2019	chk# 1670		\$ 2,517.54	\$ 3,508.82				
3/1/2019	Rent	\$ 2,674.96		\$ 6,183.78	\$3084.74 base less \$298.33			
3/1/2019	2019 RAP fee	\$ 34.00		\$ 6,217.78	per T18-0305 order 4			
3/4/2019	chk# 1672		\$ 2,517.54	\$ 3,700.24	revised to \$2674.96			
3/4/2019	chk# 1673		\$ 34.00	\$ 3,666.24	per T19-0186			
4/1/2019	Rent	\$ 2,674.96		\$ 6,341.20	w/addl \$111.45 credit			
4/3/2019	chk# 1676		\$ 2,517.54	\$ 3,823.66				
5/1/2019	Rent	\$ 2,674.96		\$ 6,498.62				
5/3/2019	chk# 1680		\$ 2,517.54	\$ 3,981.08				
6/1/2019	Rent	\$ 2,674.96		\$ 6,656.04				
6/4/2019	chk# 1683		\$ 2,517.54	\$ 4,138.50				
7/1/2019	Rent	\$ 2,674.96		\$ 6,813.46				
7/3/2019	chk# 1686		\$ 2,517.54	\$ 4,295.92				
8/1/2019	Rent	\$ 2,674.96		\$ 6,970.88				
8/5/2019	chk# 1687		\$ 2,517.54	\$ 4,453.34				
9/1/2019	Rent	\$ 2,782.92		\$ 7,236.26	\$3192.70 base less \$298.33			
9/5/2019	chk# 1692		\$ 2,517.54	\$ 4,718.72	3.5% increase allowed			
10/1/2019	Rent	\$ 2,782.92		\$ 7,501.64	less 111.45			
10/2/2019	chk# 1695		\$ 2,517.54	\$ 4,984.10				
11/1/2019	Rent	\$ 2,782.92		\$ 7,767.02				
11/4/2019	chk# 1698		\$ 2,517.54	\$ 5,249.48				
12/1/2019	Rent	\$ 2,782.92		\$ 8,032.40				
12/2/2019	chk# 1703		\$ 2,517.54	\$ 5,514.86				
1/1/2020	Rent	\$ 2,782.92		\$ 8,297.78				
1/6/2020	chk# 1706		\$ 2,517.54	\$ 5,780.24				
2/1/2020	Rent	\$ 2,782.92		\$ 8,563.16				
2/1/2020	2020 RAP fee	\$ 50.50		\$ 8,613.66				
2/4/2020	chk# 1708		\$ 2,517.54	\$ 6,096.12				
2/21/2020	chk# 1711		\$ 50.50	\$ 6,045.62				
3/1/2020	Rent	\$ 2,782.92		\$ 8,828.54				
3/4/2020	chk# 1713		\$ 2,517.54	\$ 6,311.00				
4/1/2020	Rent	\$ 2,782.92		\$ 9,093.92				
4/17/2020	chk# 1715		\$ 2,517.54	\$ 6,576.38				

5/1/2020	Rent	\$ 2,782.92		\$ 9,359.30				
5/5/2020	chk# 1717		\$ 2,517.54	\$ 6,841.76				
6/1/2020	Rent	\$ 2,782.92		\$ 9,624.68				
6/5/2020	chk# 1720		\$ 2,517.54	\$ 7,107.14				
7/1/2020	Rent	\$ 2,782.92		\$ 9,890.06				
7/3/2020	chk# 1722		\$ 2,517.54	\$ 7,372.52				
8/1/2020	Rent	\$ 2,782.92		\$ 10,155.44				
8/5/2020	chk# 1725		\$ 2,517.54	\$ 7,637.90				
9/1/2020	Rent	\$ 2,869.12		\$ 10,507.02	\$3278.90 base less \$298.33			
9/4/2020	chk# 1727		\$ 2,517.54	\$ 7,989.48	2.7% increase allowed			
10/1/2020	Rent	\$ 2,869.12		\$ 10,858.60	less 111.45			
10/3/2020	chk# 1729		\$ 2,517.54	\$ 8,341.06				
11/1/2020	Rent	\$ 2,869.12		\$ 11,210.18				
11/4/2020	chk# 1735		\$ 2,517.54	\$ 8,692.64				
12/1/2020	Rent	\$ 2,869.12		\$ 11,561.76				
12/3/2020	chk# 1736		\$ 2,517.54	\$ 9,044.22				
1/1/2021	Rent	\$ 2,869.12		\$ 11,913.34				
1/6/2021	chk# 1737		\$ 2,517.54	\$ 9,395.80				
2/1/2021	Rent	\$ 2,869.12		\$ 12,264.92				
2/1/2021	2021 RAP fee	\$ 50.50		\$ 12,315.42				
2/3/2021	chk# 1741		\$ 2,517.54	\$ 9,797.88				
2/8/2021	chk# 1742		\$ 50.50	\$ 9,747.38				
3/1/2021	Rent	\$ 2,869.12		\$ 12,616.50				
3/4/2021	chk# 1745		\$ 2,517.54	\$ 10,098.96				
4/1/2021	Rent	\$ 2,869.12		\$ 12,968.08				
4/5/2021	chk# 1746		\$ 2,517.54	\$ 10,450.54				
5/1/2021	Rent	\$ 2,869.12		\$ 13,319.66				
5/4/2021	chk# 1747		\$ 2,517.54	\$ 10,802.12				
6/1/2021	Rent	\$ 2,869.12		\$ 13,671.24				
6/4/2021	chk# 1748		\$ 2,517.54	\$ 11,153.70				
7/1/2021	Rent	\$ 2,869.12		\$ 14,022.82				
7/6/2021	chk# 1750		\$ 2,517.54	\$ 11,505.28				
8/1/2021	Rent	\$ 2,869.12		\$ 14,374.40				
8/3/2021	chk# 1751		\$ 2,517.54	\$ 11,856.86				
9/1/2021	Rent	\$ 2,931.42		\$ 14,788.28	\$3341.20 base less \$298.33			
9/3/2021	chk# 1752		\$ 2,517.54	\$ 12,270.74	1.9% increase			
10/1/21	Rent	\$ 2,931.42		\$ 15,202.16	less 111.45			

10/4/21	ck 1753		\$ 2,517.54	\$ 12,684.62				
11/1/21	Rent	\$ 2,931.42		\$ 15,616.04				
11/3/21	ck 1754		\$ 2,517.54	\$ 13,098.50				
12/1/21	Rent	\$ 2,931.42		\$ 16,029.92				
12/3/21	ck 1755		\$ 2,517.54	\$ 13,512.38				
1/1/22	Rent	\$ 2,931.42		\$ 16,443.80				
1/4/22	chk# 1737		\$ 2,517.54	\$ 13,926.26				
2/1/22	Rent	\$ 2,931.42		\$ 16,857.68				
2/3/22	ck 1757		\$ 2,517.54	\$ 14,390.64				
2/17/22	2022 RAP fee	\$ 50.50		\$ 14,441.14				
3/1/22	Rent	\$ 2,869.12		\$ 17,310.26				
3/4/22	ck 1760		\$ 2,517.54	\$ 14,792.72				
4/1/22	Rent	\$ 2,869.12		\$ 17,661.84				
4/2/22	ck 1762		\$ 2,517.54	\$ 15,144.30				
5/1/22	Rent	\$ 2,869.12		\$ 18,013.42				
5/5/22	ck 1763		\$ 2,517.54	\$ 15,495.88				
6/1/22	Rent	\$ 2,869.12		\$ 18,365.00				
6/3/22	ck 1764		\$ 2,517.54	\$ 15,847.46				
7/1/22	Rent	\$ 2,869.12		\$ 18,716.58				
7/5/22	ck 1765		\$ 2,517.54	\$ 16,199.04				
8/1/22	Rent	\$ 2,869.12		\$ 19,068.16				
8/1/22	ck 1765		\$ 2,517.54	\$ 16,550.62				
9/1/22	Rent	\$ 2,931.42		\$ 19,482.04	\$3341.20 base less \$298.33			
9/3/22	ck 1769		\$ 2,517.54	\$ 16,964.50	1.9% increase			
10/1/22	Rent	\$ 2,931.42		\$ 19,895.92	less 111.45			
10/4/22	ck 1771		\$ 2,517.54	\$ 17,378.38				
11/1/22	Rent	\$ 2,931.42		\$ 20,309.80				
11/4/22	ck 1772		\$ 2,517.54	\$ 17,792.26				
12/1/22	Rent	\$ 2,931.42		\$ 20,723.68				
12/2/22	ck 1774		\$ 2,517.54	\$ 18,206.14				
1/1/23	Rent	\$ 2,931.42		\$ 21,137.56				
1/4/23	ck 1775		\$ 2,517.54	\$ 18,620.02				
2/1/23	Rent	\$ 2,931.42		\$ 21,551.44				
2/1/23	ck 1776		\$ 2,517.54	\$ 19,084.40				
2/17/23	2023 RAP fee	\$ 50.50		\$ 19,134.90				
3/1/23	Rent	\$ 2,931.42		\$ 22,066.32				
3/4/23	ck 1777		\$ 2,517.54	\$ 19,548.78				

4/1/23	Rent	\$ 2,931.42		\$ 22,480.20				
4/1/23	ck 1779		\$ 2,517.54	\$ 19,962.66				
5/1/23	Rent	\$ 2,931.42		\$ 22,894.08				
5/1/23	ck 1780		\$ 2,517.54	\$ 20,376.54				
6/1/23	Rent	\$ 2,931.42		\$ 23,307.96				
6/1/23	ck 1781		\$ 2,517.54	\$ 20,790.42				
7/1/23	Rent	\$ 2,931.42		\$ 23,721.84				
7/1/23	ck 1784		\$ 2,517.54	\$ 21,204.30				
8/1/23	Rent	\$ 2,931.42		\$ 24,135.72				
8/1/23	ck 1785		\$ 2,517.54	\$ 21,618.18				
9/1/23	Rent	\$ 2,931.42		\$ 24,549.60				
9/1/23	ck 1786		\$ 2,517.54	\$ 22,032.06				
10/1/23	Rent	\$ 2,931.42		\$ 24,963.48				
10/1/23	ck 1788		\$ 2,517.54	\$ 22,445.94				



CITY OF OAKLAND

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

Department of Planning and Building
www.oaklandnet.com

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

NOTICE OF VIOLATION

REVISED : 12/27/13

Certified and Regular mail

To: 421 Associates & Williams John F
1305 Franklin ST 500
Oakland CA
94612-3224

Code Enforcement Case No.: 1303348
Property: 2230 Lakeshore AV
Parcel Number: 023-0414-013-00
Re-inspection Date: 08/16/13

The Code Enforcement Division inspected your property on 11/27/13 and confirmed that the violations of the Oakland Municipal Code (OMC) marked below are present. Photographs of the violations and a brochure explaining how to correct them are enclosed.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
	Building Maintenance (Code)		
	Alterations / installation of mechanical equipment / vent for fuel buning equipment installed without required permit. Remove fuel burning equipment or correct all non compliant aspects of the installation / alteration .Permits required	3 rd floor / roof front right side	15.08.050
	An occupiable roof deck has been constucted without requied permits inspections or approvals . Remove the occupiable roof deck and restore to original configuration. Permit required	3 rd floor front	15.08.050
	Doors have been installed in place of windows at the roof deck . Restore windows..	3 rd floor front	15.08.050
	Zoning		
	Planning department approval for windows and all other exterior alterations .	3 rd floor front	15.08.050



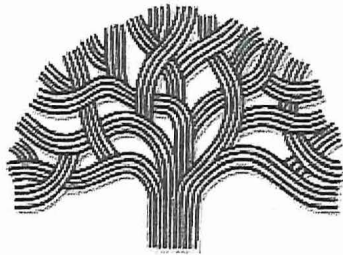
PERMIT APPLICATION WORKSHEET

21
CEDA - Permit Center
250 Frank H. Ogawa Pl.
2nd Floor, Suite 2114
Oakland, Ca 94612
(510) 238-3891
Hours:
8 am-4pm M,Tu,Th,F
9:30 am-4 pm Wed
10 am-4 pm Last Wed

PLEASE COMPLETE ALL INFORMATION. APPLICANTS WITH INCOMPLETE WORKSHEETS MAY BE ASKED TO GET A NEW NUMBER. INACCURATE INFORMATION MAY LEAD TO SUSPENSION OF THE PERMIT. ADDITIONAL PERMITS MAY BE REQUIRED, i.e., Electrical, Plumbing, Mechanical, Sewer, Obstruction.

TYPE OF PERMIT: (circle one) RIGHT OF WAY		<u>BUILDING</u>	SIGN	SCHOOL FEE (SF) Commercial \$0.36 Residential \$2.24 Change of Address for Any Occupancy	ADDRESS FEE \$66.00 \$44.00 \$337.00
TYPE OF WORK (circle one)		Site Plan Review	1-4 cars \$1337.00	5-20 cars \$1590.00	21-40 cars \$1706.00
(1) NEW CONSTRUCTION	(2) REPAIR	(3) ADDITION	41-120 cars \$1830.00	121-300 cars \$1952.00	>300 cars \$2076.00
(6) DEMOLITION (_____ SF)	(7) SOLAR PANELS (SE)	(8) RETROFIT	(4) CELL SITE	<u>(5) ALTERATION / T.I.</u>	
IS THIS APPLICATION RELATED TO ANY OTHER PERMIT? TO ANY OTHER COMPLAINT?		IF YES, INDICATE PERMIT #, PLANNING CASE FILE # OR COMPLAINT #: <u>1303348</u>			
<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO			
SITE ADDRESS/JOB LOCATION 2230 Lakeshore Ave			ASSESSOR'S PARCEL NO. 23-414-13		
DESCRIPTION OF PROPOSED WORK <u>Install new duct for existing fireplace</u> <u>Remove existing deck that infringes on duct</u>					
WORK IS VISIBLE FROM FREEWAY/BART		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES		
EXTERIOR WORK ON BUILDING		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES (PHOTOS REQUIRED. PLEASE ATTACH)		
VALUATION OF PROPOSED WORK \$	EXISTING # OF RESIDENTIAL UNITS 8	# OF STORIES: <u>4</u>	<input type="checkbox"/> SFD/DUPLEX		
	PROPOSED # OF UNITS <u>N/A</u>	FIRE SPRINKLER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> APARTMENTS		
PROPERTY OWNER'S NAME TED DANG		PROPERTY OWNER'S PHONE NUMBER 832-2628			
PROPERTY OWNER'S ADDRESS (street, city and zip code) 1305 FRANKLIN ST #500, OAKLAND 94612					
PERSON SUBMITTING PLANS / CONTACT PERSON TED DANG		PHONE NUMBER 510-832-2628	FAX NUMBER 510-834-7660		
ARCHITECT'S/DESIGNER'S NAME		PHONE NUMBER	FAX NUMBER		
CONTRACTOR'S LICENSE NUMBER		SIGNATURE OF APPLICANT <u>[Signature]</u>		DATE 7/31/13	

I ACKNOWLEDGE THAT REFUNDS ARE LIMITED PER Section 107.6 of O.B.C.. _____ INITIAL _____ DATE _____



CITY OF OAKLAND

Address History (Beginning ≈ 1987)

2230, LAKESHORE, AVE

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
023 041401300	7	<u>M2000301</u>	2/10/2020	Final	2/27/2020 12:00:00 AM	To abate CE #1900895. Install heat/cool duct for Unit #7 of multi-unit apartment bldg.
023 041401300		<u>1904565</u>	10/7/2019	Abated	10/10/2019 12:00:00 AM	MFD blighted with large pile of wood scraps and branches at the front of the property
023 041401300		<u>1900895</u>	3/4/2019	Violation Verified	1/21/2020 12:00:00 AM	Tenant Complaint: Heater vent is leaking.
023 041401300		<u>1800213</u>	1/22/2018	Abated	8/27/2018 12:00:00 AM	Eight unit apartment complex. Unit 1 (second flr) Broken plate glass window (10' x 10' at least) hole and ft crack. states tenant's responsibility.
023 041401300		<u>1701771</u>	4/25/2017	Non-Actionable	4/26/2017 12:00:00 AM	Working on deck and roof on expired permit B1304601
023 041401300		<u>R1700275</u>	4/25/2017	Completed Cert Received	5/25/2017 12:00:00 AM	Re-Roofing Certification – Obstruction permit required: Reserve curbside parking or obstruct sidewalk/street (sca canopy, fencing, dumpsters, traffic, etc.)
023 041401300		<u>M1500625</u>	4/7/2015	Final	8/4/2015 12:00:00 AM	Complete M1400346 Mechanical to replace fireplace flue.
023 041401300		<u>M1400346</u>	6/18/2014	Expired	12/12/2015 1:04:30 AM	Mechanical to replace fireplace flue.
023 041401300		<u>ZW1400136</u>	6/4/2014	Ready for Building	6/4/2014 12:00:00 AM	Okay to add dual pane glass to create a fixed window out of the existing sliding glass door as part of the approval removal of a roof deck that was built without permits.
023 041401300		<u>B1304601</u>	12/3/2013	Expired	12/12/2015 1:03:59 AM	Remove rooftop deck & replace patio sliding door w/fixed window; CE#1305404. ZW1400136.
023 041401300		<u>1305404</u>	10/31/2013	Closed	8/4/2015 12:00:00 AM	CHIMENY ALTERED W/O PERMITS
023 041401300		<u>1303348</u>	6/26/2013	Closed	8/4/2015 12:00:00 AM	BUILT & PUT IN A FIREPLACE W/O PERMITS - BLOWS SMOKE INTO ADJACENT WINDOWS- PIPE ALSO CHANGED I ROOF- BUILDING NOT ZONED FOR FIREPLACE
023 041401300		<u>X1201332</u>	7/10/2012	Permit Issued	7/10/2012 12:00:00 AM	Repair/replace sewer lateral and EXCAVATE in PUBLIC RIGHT-OF-WAY. Overflow device may be needed. Call PW/ INSPECTION prior to start: 510-238-3651. 4th FLOOR.

For real-time, direct access to information via the Internet, 24 hours a day - <https://aca.accela.com/oakland>

000092

22



Address History

ADDR_PARTIAL Begins With 2230 lakeshore
 DATE_OPENED >= 1/1/1880
 DATE_OPENED <= 12/31/2020

2230, LAKESHORE, AVE

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
023 041401300		M1400346	6/18/2014	Permit Issued	6/18/2014 12:00:00 AM	Mechanical to replace fireplace flue.
023 041401300		ZW1400136	6/4/2014	Ready for Building	6/4/2014 12:00:00 AM	Okay to add dual pane glass to create a fixed window out of the existing sliding glass door as part of the approved removal of a roof deck that was built without permits.
023 041401300		B1304601	12/3/2013	Issued	6/18/2014 12:00:00 AM	Remove rooftop deck & replace patio sliding door w/fixed window; CE#1305404. ZW1400136.
023 041401300		1305404	10/31/2013	Violation Verified		CHIMENY ALTERED W/O PERMITS
023 041401300		1303348	6/26/2013	Violation Verified		BUILT & PUT IN A FIREPLACE W/O PERMITS - BLOWS SMOKE INTO ADJACENTWINDOWS- PIPE ALSO CHANGED ON ROOF- BUILDING NOT ZONED FOR FIREPLACE
023 041401300		X1201332	7/10/2012	Permit Issued	7/10/2012 12:00:00 AM	Repair/replace sewer lateral and EXCAVATE in PUBLIC RIGHT-OF-WAY. Overflow device may be needed. Call PWA INSPECTION prior to start: 510-238-3651. 4th FLOOR.
023 041401300		SL1201285	7/10/2012	Final	7/12/2012 12:00:00 AM	Repair/replace sewer lateral and EXCAVATE in PUBLIC RIGHT-OF-WAY. Overflow device may be needed. Call PWA INSPECTION prior to start: 510-238-3651. 4th FLOOR.
023 041401300		B1202030	6/18/2012	Final	8/7/2012 12:00:00 AM	ITEMS # 2&3 ON REPORT # 79025 - OMEGA TERMITE CONTROL
023 041401300		ZC120352	2/14/2012	Approved	2/14/2012 12:00:00 AM	Zoning Clearance for home office, document shredding (small) -no stock in trade/storage, no employees/customers at home, 1 small vehicle for work
023 041401300		SS111028	7/28/2011	Expired	2/15/2012 12:00:00 AM	Level 1 screening for a 4 story, 8 unit apt. bldg. w/parking below.
023 041401300	8	ZC070485	2/20/2007	Approved	2/20/2007 12:00:00 AM	Zoning clearance for a home occupation to serve a fine art photography. All services provided off-site. Home office only
023 041401300		OB030334	6/2/2003	Permit Issued	6/2/2003 12:00:00 AM	reserve for construction
023 041401300	1,7,8	B9202109	6/2/1992	Final	10/15/1992 12:00:00 AM	DRY ROT, REPAIR AT FRONT ROOF OVER HANG
023 041401300	1,7,8	P9202017	6/2/1992	Final	10/15/1992 12:00:00 AM	NEW SHOWER PANS
023 041401300		M8638274	12/10/1986	Expired	5/11/1989 12:00:00 AM	REPLACE EXISTING WITH LENNOX G16Q3X-5D
023		B8645283	11/21/1986	Final	12/27/1988	REPAIR FIRE DAMAGE



2230 LAKESHORE AVE #7
PLAINTIFF'S DECK

2016

5A²⁵



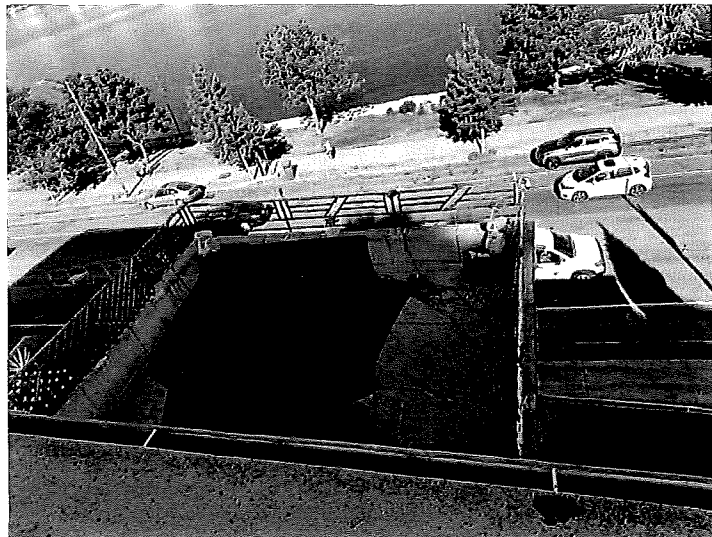
2230 LAKESHORE AVE # 7
PLAINTIFF'S DECK BEFORE

APPROX 2016

000095

12/16/23

26



000096

27

Invoice

Gerrard Electric
99 Ardmore Rd.
Kensington, CA 94707

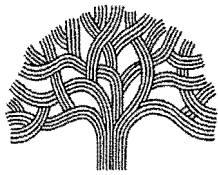
Date	Invoice #
1/13/2023	1176

Bill To
Commonwealth Co 1305 Franklin St Oakland, CA

Ship To
2230 Lakeshore Ave Oakland, CA

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		1/13/2023			
Quantity	Item Code	Description			Price Each	Amount
1	Electrical Work	Change out house subpanel. Establish ground bond for new subpanel. Provide dedicated circuit for alarm.			1,950.00	1,950.00
					Total	\$1,950.00

2230



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 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.

On the following date: 12 / 8 / 23 I served a copy of (check all that apply):

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

Other: Additional documents as requested by RAP and back up documents to Property owner Response to tenant petition

by the following means (check one):

^{Priority} First-Class Mail 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	<u>Carlos Didrickson & Gloride Didrickson</u>
Address	<u>2230 Lakeshore Ave #1</u>
City, State, Zip	<u>Oakland, CA 94606</u>

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.

 TED DANG

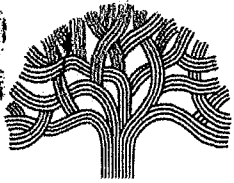
PRINTED NAME

SIGNATURE

 12/8/23

DATE SIGNED



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

RECEIVED
DEC 20 2023
RENT ADJUSTMENT PROGRAM
OAKLAND

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.

CASE #23-0140

I served a copy of: Proof of service (insert name of document served) and
 And Additional Documents

(write number of attached pages) 112 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	Ted dawg
Address	1305 FRANKLIN ST suite 500
City, State, Zip	OAKLAND CA 94612
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).

CARLOS DRICKSON
PRINT YOUR NAME

Carlos Drickson
SIGNATURE

12-20-2023
DATE



CITY OF OAKLAND

Amended

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

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

bbcode-inspect@oaklandca.gov

(510) 238-3381

TDD:(510) 238-3254

RECEIVED

DEC 20 2023

RENT ADJUSTMENT PROGRAM
OAKLAND

NOTICE OF VIOLATION

12-14-2023

Certified and Regular mail

WILLIAMS JOHN & LIMING W TRS & WINCHESTER 421 I

1305 FRANKLIN ST #500

OAKLAND CA 94612

Code Enforcement Case No.: 2305988

Property: 2230 LAKESHORE AVE UNIT 7

Parcel Number: 023 041401300

Re-inspection Date: 1-16-2024

Violation(s) must be corrected

Re-inspection will occur either on: 1-16-2023 1-17-2024 1-18-2024

Code Enforcement Services inspected your property on 12-13-2023

and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and must be remedied as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

To stop further code enforcement action, you must correct all violations and contact Inspector Mike Torres who is assigned to your case, before the re-inspection to schedule an inspection. **Your inspector is available by phone at 510-238-2389 and by email at Mtorres2 @oaklandca.gov.**

If the Property Owner Certification is included in this notice you may, in the alternative, complete the form and submit along with photographs of the corrected violations at least three (3) days prior to the reinspection date.

If it is necessary for tenants to temporarily relocate so that repairs can be made, you are required to comply with all state and local laws regarding the relocation of tenants included the Code Compliance Relocation Program (OMC 15.60.010).

If all violations have not been corrected at the time of re-inspection:

- You will be charged for inspection and administrative costs that can total \$2,718.00.
- Administrative citations may be assessed against you beginning the day of the re-inspection and continuing until all violations are corrected, Citations are \$100 the first day, \$250 the second day, and \$500 for each day thereafter until all violations are cured up to a total of \$5,000.
- The property may be declared a public nuisance.
- The City may abate Property Blight using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.

000102

Violations

Zoning (Minor) OMC Title 17

Description of Violation	Required Action	OMC Section

Zoning (Major) OMC Title 17 – *Violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please follow the process for Filing a Zoning Determination in the Appeal section of this notice.*

Description of Violation	Required Action	OMC Section

Property Maintenance (Blight) – OMC 8.24

Description of Violation	Required Action	OMC Section
Interior light in stairway on 3rd floor does not work.	Replace/Repair	8.03.100.B

Building Maintenance (Housing) – OMC 15.08

Description of Violation	Required Action	OMC Section
Missing smoke alarm in kitchen. Rear sliding handle/Lock is broken. Master bedroom heat vent on ceiling has water leaking from/around cover. Light switch cover missing in storage room in garage. Electrical in kitchen. When using oven, it triggers main breaker and shuts off power in entire unit.	Provide smoke alarm. Replace/Repair Replace/Repair Replace light switch cover. Repair/Replace Supply and maintain adequate power to unit. Any new wiring or breaker in unit will require Permits. If so Obtain Building permits, Inspections and approvals for Work.	15.08.320 15.08.240 15.08.250.B 15.08.260 15.08.260.C



CITY OF OAKLAND

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

Planning and Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
(510) 238-3381
bbcode-inspect@oaklandca.gov

PROPERTY OWNER CERTIFICATION
CORRECTED OR REMOVED VIOLATIONS

Date:

Property: 2230 LAKESHORE AVE UNIT 7

Parcel no. 023 041401300

Case no.: 2305988

Owner: WILLIAMS JOHN LIMING TRS WINCHESTER

Courtesy Notice date:

Re-Inspection Date: 1-16-2024

Return to: Mtorres2@oaklandca.gov

I certify that I have corrected the following violation(s) identified in the Notice of Violation I received from the City of Oakland.

I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.

I have corrected the following violations identified in the Notice of Violation I received from the City of Oakland:

Print Name _____

Date _____

Property Owner Signature _____

(_____) _____
Day time telephone

E-mail

Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. **If applicable, before the Re-inspection date** shown at the left, complete and return this signed form **with dated photographs** of your property to verify the violations were removed or not present:

E-mail: bbcode-inspect@oaklandca.gov

Mail: City of Oakland
Bureau of Building
250 Frank H. Ogawa Plaza Suite 2340
Oakland, CA 94612-2031
(Envelope enclosed – no postage required)

Appeal Information

You have a right to appeal.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

The Appeal Deadline is: 1-8-2024

The Bureau of Building must receive your written appeal by the Appeal Deadline, or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Failure to file a timely appeal will result in the determinations made in this Notice of Violation becoming the City's final decision on this matter. The decision becomes final on the day following the appeal deadline. Once the decision is final, it can be appealed by filing a petition for writ of mandate with the Superior Court no later than the 90th day following the date on which decision becomes final. The time within which judicial review must be sought is governed by Cal. Code of Civil Procedure 1094.6.

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of \$142 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted. A hearing will be scheduled before an independent hearing officer.

For Zoning Determinations/Appeals of Major Zoning violations: If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination to the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code Title 17. A filing fee in the amount of \$512.93 is due at the time of submittal in the manner described above. Additionally, a \$230.65 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

The Zoning Manager will issue written decision within 45 days from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within 10 days from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

Sincerely,

Michael Torres Digitally signed by Michael Torres
Date: 2023.12.13 14:15:26 -08'00'

Specialty Combination Inspector
Planning and Building Department

Attached as applicable:

- | | | |
|--|--|---|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |
| <input type="checkbox"/> Housing - Relocation Assistance Program | <input type="checkbox"/> Investor Owned Property brochure | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions | |

cc:

Mr dang , has taken me to superior court 2013 right after a rent adjustment board decision,{retaliation}, but my point is that he signed superior court documents stipulating that he would make the repairs and it is evident by the numerous notices of violations from the Oakland building code enforcement that the repairs are still unresolved,the electrical problem still remains unresolved and has gotten worse over time, now at any given time the ground fault breaker kicks off and turns off the stove and refrigerator.and it is noticed by the Oakland building inspector office that he Ted dang knows that there was a roof top garden built long before he purchased 2230 lakeshore ave. That the patio deck is legal. He continues to ask for rent increases year after year and ignores the Oakland building code enforcement notices of violations. He has been given an administrative citation in the past for not

abiding by the rent adjustment program and says that it's only \$100. Mr dang commonwealth inc and 421 associates should not be allowed to raise any rent increase and any increase in the past should not be allowed.he has breached my rent agreement by not allowing me to live in a quiet peaceful environment and not making repairs within a reasonable amount of time.he has taken away 600 square feet of patio that was there for the 6 years that I started renting at 2230 Lakeshore Ave.in December 2006

12-20-2023 Carls Diederich

- Attch. (1) Proof of service form T23-0140
(2) Letter explaining length of violations not abated
2 pages front back (3) Notice of violation dated 12-14-2023
2 picture copy's (4) Oakland Building Inspector notices paperwork
(5) Pictures of new Breaker's (2) pictures

Carlos Didrickson

Business Name:

License #:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
	Benson Wan	Follow-up Inspection	Scheduled	
	Randy Schimm	Follow-up Inspection	Cancelled	
	Christopher Scyphers	Follow-up Inspection	Cancelled	
	CEINSPECTOR CEINSPECTOR	Follow-up Inspection	Cancelled	
/2019	Randy Schimm	1st Inspection	Violation Verified	03/11/2019 - Onsite inspection, photos taken, violations verified. Water leaking from FAU vent at bedroom, broken sliding door handle, broken sliding door frame at upper right side, Missing light switch cover plate at storage in garage, rodents, vector issue at electrical room. Tenant complaining of circuit breakers tripping when using range.
1/2020	Randy Schimm	Follow-up Inspection	No Abated	01/21/2020 - Onsite inspection, photos taken, not abated. Smoke/carbon monoxide detector fell off wall, bedroom warm air vent is rusting and cracks forming at ceiling near warm air vent.
28/2021	Randy Schimm	Follow-up Inspection	Not Abated	04/28/2021 - Onsite inspection, photos taken, not abated. Additional violations including open storage at garage area, non-working lights at dark garage, circuit breaker for range trips when oven is in use and non repairs of older violations.
18/2021	Randy Schimm	Follow-up Inspection	Not Abated	05/18/2021 - Onsite inspection, photos taken, not abated. Blight abated and smoke detectors installed, however, patio slider handle not replaced, range still trips main breaker and ceiling patch and vent not refinished showing rust on vent.
/24/2022	Randy Schimm	Monitoring Inspection	Not Abated	03/24/2022 - Onsite monitoring inspection. Sliding door handle broken, missing smoke detector at bedroom, electric range still tripping circuit breaker.
5/16/2022	Christopher Scyphers	Follow-up Inspection	Not Abated	Date: 5/16/2022 05-16-22: Site visit found violations not abated
6/23/2022	Christopher Scyphers	Follow-up Inspection	No Entry	Date: 6/23/2022 06-23-22: No entry

Record ID: **1904565**

Address: **2230 LAKESHORE AVE**

APN: **023 041401300**

Unit #:

000108

Job Value: \$5,000.00

Requestor: SYRE BUILDING PERFORMANCE

:

Business Name:

License #: 962925

COMMENT DATE

COMMENTER

COMMENTS

Record ID: **B1304601**

Address: 2230 LAKESHORE AVE

APN: 023 041401300

Unit #:

Description: Remove rooftop deck & replace patio sliding door w/ fixed window; CE#1305404 ZW1400136.

Date Opened: 12/3/2013

Record Status: Expired

Record Status Date: 12/12/2015

Job Value: \$1,500.00

Requestor: 421 ASSOCIATES & WILLIAMS JOHN/Joel Sayre

:

Business Name:

License #:

COMMENT DATE

COMMENTER

COMMENTS

12/22/2014

DMILES

M.r Dang found plans from a major remodel done in 1954 , permit B51289, the plans show a "roof garden" , based on this the deck can be considered existing and does not need to be removed.

1/19/2014

PTS

[12-5-13 FC]- OK to issue permit|- Need separate permit to legalize alterations to fireplace flue|>>>
12/09/2013 08:59:03 JUL#TJ 0022

Record ID: **B2203633**

Address: 2230 LAKESHORE AVE

APN: 023 041401300

Unit #:

Description: Mandatory seismic retrofit for soft story 4story, 8-unit MFD, designed to comply with OMC Chapter 15.27.

Date Opened: 10/10/2022

Record Status: Final

Record Status Date: 1/18/2023

Job Value: \$45,000.00

Requestor: Shayan Mir

:

Business Name: SFT CONSTRUCTION CORP

License #: 1009086

000109



CITY OF OAKLAND

Address History with Comments Log

CONTACT_TYPE = Complainant, Neighbor, Tenant/Occupant, Applicant, Lienee
 CONTACT_TYPE = Blank
 STREET_NBR =
 STREET_NAME : Begins With ---
 STREET_TYPE ; Begins With
 APN = 023 041401300
 DATE_OPENED >= 1/1/2012
 DATE_OPENED <= 11/2/2023
 RECORD_TYPE_SUBTYPE <> Soft Story Retrofit Validation
 RECORD_TYPE_TYPE <>

Record ID: 1303348

Address: 2230 LAKESHORE AVE

APN: 023 041401300

Unit #:

Description: BUILT & PUT IN A FIREPLACE W/O PERMITS - BLOWS SMOKE INTO ADJACENT WINDOWS- PIPE ALSO CHANGED ON ROOF- BUILDING NOT ZONED FOR FIREPLACE

Date Opened: 6/26/2013

Record Status: Closed

Record Status Date: 8/4/2015

Job Value: \$0.00

Requestor:

:

Business Name:

License #:

COMMENT DATE	COMMENTER	COMMENTS
6/26/2013	PTS	BUILT & PUT IN A FIREPLACE W/O PERMITS - BLOWS SMOKE INTO ADJACENT WINDOWS- PIPE ALSO CHANGED ON ROOF- BUILDING NOT ZONED FOR FIREPLACE
1/21/2014	PTS	[6-27-13 Site visit , observed a large diameter vent pipe which termina]tes on what appears to be a occupiable roof deck. Observations were ma]de from the exterior of the building. There are no permits issued that]would include this vent and the vent termintes too low to be code compliant. Sent NOV and attached photos of vent taken from the front of th]e building .]>>> 07/15/2013 11:26:34 MILES#DC 0007 OWNERSHIP CHECKED; NO CHANGE IN OWNER NAME & MAILING ADDRESS NOV SENT REG & CERT W/APPEAL ON 5/15/13 - KXC]>>> 07/15/2013 15:53:37 CHENG#K 000N 10-21-13 Permits have not been issued ,submitting request for billing.]>>> 10/21/2013 13:42:21 MILES#DC 000Z 10-23-13 Reactivated case ,closed in error. Permits required to abate]>>> 10/23/2013 12:25:51 MILES#DC 000C Returning billing request to David Miles for corrections.]>>> 10/24/2013 13:32:47 HIGHS#M CASHTERM2 OWNERSHIP CHECKED; NO CHANGE IN OWNER NAME & ADDRESS NOV SENT REG & CERT ON 12/27/13 - KXC]>>> 12/27/2013 16:16:10 CHENG#K 000M

Record ID: 1305404

Address: 2230 LAKESHORE AVE

APN: 023 041401300

Unit #:

Description: CHIMNEY ALTERED W/O PERMITS

Date Opened: 10/31/2013

Record Status: Closed

Record Status Date: 8/4/2015

Job Value: \$0.00

Requestor:

:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
10/8/2019	Benson Wan	1st Inspection	Cancelled	
	Benson Wan	1st Inspection	Abated	Inspected the site, violation has been abated.

Record ID: **2304900**

Address: **2230 LAKESHORE AVE**

APN: **023 041401300**

Unit #:

Description: There was an electrical work done recently however the work was not done properly. Permit E2300246 is showing inactive.

Date Opened: 9/15/2023

Record Status: OP-1stInsp -NOVSent

Record Status Date: 9/27/2023

Job Value: \$0.00

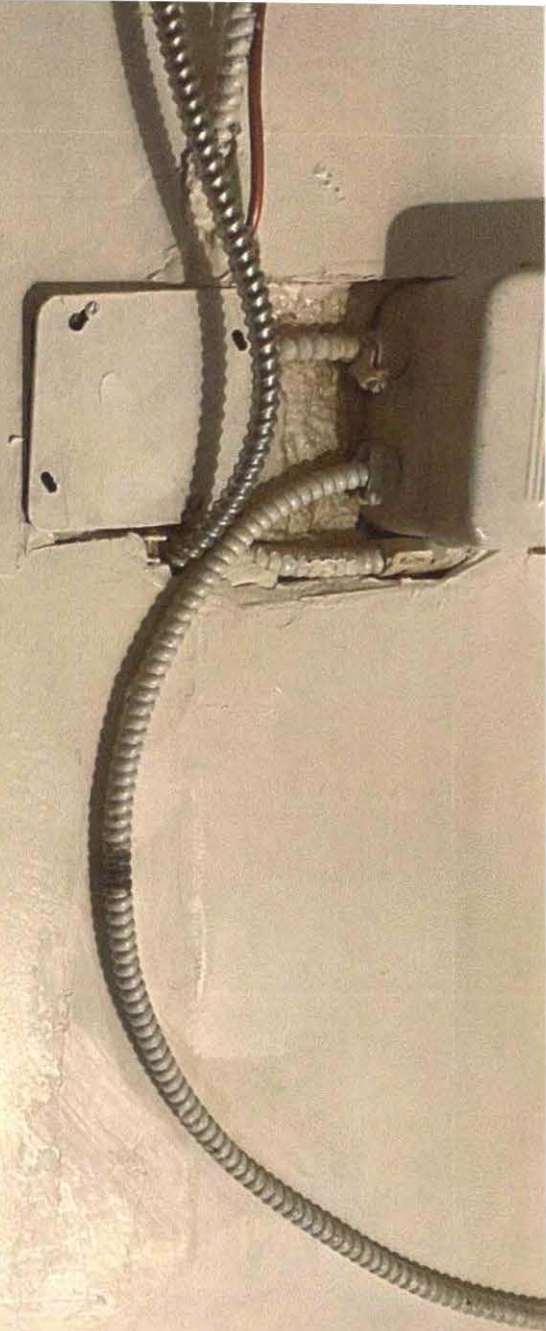
Requestor:

:

Business Name:

License #:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
	Terrell Picot	Follow-up Inspection	Scheduled	
9/19/2023	Terrell Picot	1st Inspection	Violation Verified	Date: 9/19/2023 9-19-23, 1st initial inspection to verify compliant at apartment complex. Property owner need final inspection to be completed for



000112

INSTALLATION IN A TRASH RECEPTACLE OR IN A PLACE WHERE IT WILL BE SUBJECT TO DAMAGE BY VIBRATION, SHAKING, OR OTHER MEANS IS PROHIBITED. SEE THE INSTALLATION INSTRUCTIONS FOR THE TRASH RECEPTACLE.

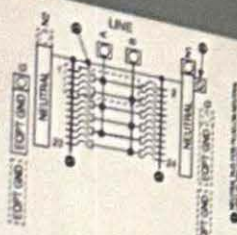
STABLE FOR USE AS SERVICE EQUIPMENT UNDER MAIN BREAKER IS INSTALLED. MARKED AS SERVICE EQUIPMENT, APPROVED MAIN BREAKER IS INSTALLED. MARKED AS SERVICE EQUIPMENT, APPROVED MAIN BREAKER IS INSTALLED. MARKED AS SERVICE EQUIPMENT, APPROVED MAIN BREAKER IS INSTALLED.

THE LIGHTS ARE NOT TO BE USED TO ILLUMINATE THE TRASH RECEPTACLE OR TO ILLUMINATE THE TRASH RECEPTACLE OR TO ILLUMINATE THE TRASH RECEPTACLE.

⚠ DANGER
 High Voltage
 Can cause death, serious injury
 or property damage.
 Only qualified personnel should
 perform work on this device.

⚠ PELIGRO
 Alto Voltaje
 Puede causar la muerte, lesiones
 graves o daños a la propiedad.
 Solo personal calificado debe
 realizar trabajos en este dispositivo.

WIRE LABEL	WIRE COLOR	WIRE SIZE	WIRE TYPE	WIRE LENGTH	WIRE WEIGHT	WIRE RESISTANCE	WIRE CAPACITY	WIRE APPLICATION
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL
ALARM	RED	14 AWG	THHN	100 FT	0.017 LB	0.00017 OHM	15 AMP	ALARM BELL

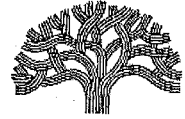


ALARM
FACP

LIGHTS
LIGHTS
ELEVATOR
LIGHT
DRIER

LIGHTS
LAUNDRY
FURNACE

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

Department of Housing and Community Development
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER/NAME: T23-0140, *Didrickson v. Commonwealth Co.*

PROPERTY ADDRESS: 2230 Lakeshore Ave., Unit #7, Oakland, CA

DATE OF DECISION: January 3, 2024

PARTIES: Carlos Didrickson, Tenant
Glenda Didrickson, Tenant
Ted Dang, Owner

BACKGROUND AND PRIOR PETITIONS

On September 25, 2023, the tenants filed a petition alleging decreased housing services relating to the electrical breaker, a broken patio door handle, and a leaking heater vent.

The following are petitions filed with the Rent Adjustment Program (RAP), involving the same parties and the same subject unit: T16-0175, T17-0141, T17-0327, T18-0305, T19-0186, T19-0235, T19-0403, T20-0193, T21-0161 and T22-0178. The decisions that became the final decisions are discussed below.

REASON FOR ADMINISTRATIVE DECISION

An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a Hearing and there are no material facts in dispute. Therefore, an Administrative Decision, without a Hearing, is being issued.

Rent History and Current Rent

Official Notice is taken of Case T18-0305, *Didrickson v. Commonwealth Co.*, where the Hearing Officer held that the tenants' base rent is \$3,084.75 per month, as of July 1,

000114

2018. Additionally, the tenants' had previously been granted an ongoing rent reduction in the amount of \$298.33 in Case T17-0327, *Didrickson v. Commonwealth Co.* for a loss of patio space. Therefore, the tenants' current legal rent was \$2,786.41, effective March 1, 2019. The Hearing Decision in T18-0305, issued on February 15, 2019, is a final decision of the RAP.

Decreased Housing Services – Issued Addressed in Prior Case

The Official Notice is taken of the Remand Hearing Decision in T19-0186/T19-0235, that was affirmed by the HRRRB (The Rent Board) at the Appeal Hearing on May 11, 2023. The Appeal Decision was issued on May 17, 2023. The parties had 90 days from the date of mailing of the decision (May 19, 2023) to seek judicial review of the Appeal Decision. Because the parties did not seek judicial review of the decision by August 17, 2023, the Remand Hearing Decision in T19-0186/T19-0235 has now become the final decision in this matter.

All items relating to decreased housing services raised in the tenants' petition were addressed and adjudicated in the prior case T19-0186/T19-0235, *Didrickson v. Commonwealth Co.*, and has now become the final decision.

According to the Order in T19-0186/T19-0235, the tenants are receiving on-going rent reductions as follows: 2% for the heating vent leak; 1% for the broken door handle and 1% for the electric breaker. Therefore, these three items are denied because they were already adjudicated in the prior case, and became the final decision pursuant to the Remand Hearing Decision T19-0186/T19-0235.

ORDER

1. Tenant Petition T23-0140 is denied.
2. The claims for decreased housing services are denied.
3. The Remote Settlement Conference and Hearing set for January 8, 2024, is cancelled.

Right to Appeal: This is the final decision of the RAP. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: January 3, 2024

Linda Moroz
Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T23-0140

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

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

Documents Included

Administrative Decision

Owner

Ted Dang
Commonwealth Management, Inc.
1305 Franklin Street, Suite 500
Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson
2230 Lakeshore Avenue Unit# 7
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 3, 2024** in Oakland, CA.



Robert F. Costa
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.

RECEIVED

JAN 23 2024

OAKLAND RENT
ADJUSTMENT PROGRAM

APPEAL

Appellant's Name CARLOS DIDRICKSON		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 2230 LAKESTHORE AVE Apt 7			
Appellant's Mailing Address (For receipt of notices)		Case Number T23-0140	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: 18.

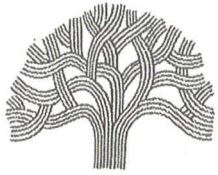
• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 1-22, 2024, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial 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	Red dang
Address	1305 FRANKLIN ST SUITE 500
City, State Zip	OAKLAND, CA. 94612
Name	
Address	
City, State Zip	

Carol DeLish Gladys Del	1-22-2024
----------------------------	-----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

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.

RECEIVED

JAN 23 2024

**OAKLAND RENT
ADJUSTMENT PROGRAM**

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 complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File your completed and signed 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: 1/12/2024 I served a copy of (check all that apply):

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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

Other: Appeal To Hearing Officer's Administrative Decision
CASE T23-0140

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	Trd dauq
Address	1305 FRANKLIN ST suite 500
City, State, Zip	OAKLAND, CA 94612

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.

CARLOS DIDRIKSON
PRINTED NAME

Carlos Didrikson
SIGNATURE

1-22-2024
DATE SIGNED

abiding by the rent adjustment program and says that it's only \$100. Mr dang commonwealth inc and 421 associates should not be allowed to raise any rent increase and any increase in the past should not be allowed. he has breached my rent agreement by not allowing me to live in a quiet peaceful environment and not making repairs within a reasonable amount of time. he has taken away 600 square feet of patio that was there for the 6 years that I started renting at 2230 Lakeshore Ave. in December 2006

I AM APPEALING THE HEARING OFFICER'S ADMINISTRATIVE DECISION ON CASE T23-0140

- (A) THE ELECTRICAL PROBLEM HAS GOTTEN WORSE SINCE 2019 AND UNRESOLVED AS NOTICED BY THE OAKLAND BUILDING INSPECTOR'S NUMEROUS NOTICE OF VIOLATIONS SINCE 2019 AND SHOULD BE AT LEAST 5% PER MONTH FOR ELECTRICAL ISSUE ALONE, AND 1% FOR HEATING VENT LEAKING, 1% PERCENT FOR SLIDING DOOR HANDLE, AND 20% FOR NOT REPLACING 600 SQ. FT. OF PATIO DECK... THIS IS PER MONTH, 600 SQ FT IS BIGGER THAN ANY OF THE 3 BEDROOMS HERE.
- (B) TED DANG HAS TAKEN ME TO SUPERIOR COURT TO RAISE MY RENT AFTER A OAKLAND RENT ADJUSTMENT BOARD HEARING DECISION... RETALIATION... AND SIGNED COURT DOCUMENTS SAYING HE WOULD MAKE THE REPAIRS

10 2013

000121

Mr dang , has taken me to superior court 2013 right after a rent adjustment board decision,{retaliation}, but my point is that he signed superior court documents stipulating that he would make the repairs and it is evident by the numerous notices of violations from the Oakland building code enforcement that the repairs are still unresolved,the electrical problem still remains unresolved and has gotten worse over time, now at any given time the ground fault breaker kicks off and turns off the stove and refrigerator.and it is noticed by the Oakland building inspector office that he Ted dang knows that there was a roof top garden built long before he purchased 2230 lakeshore ave. That the patio deck is legal. He continues to ask for rent increases year after year and ignores the Oakland building code enforcement notices of violations. He has been given an administrative citation in the past for not

Description: Tenant Complaint: heater vent is leaking.

Date Opened: 3/4/2019
Record Status: OP-Insp-No Entry
Record Status Date: 6/23/2022
Job Value: \$0.00
Requestor:
: Carlos Didrickson
Business Name:
License #:

COMMENT DATE	COMMENTER	COMMENTS
3/12/2019	RSCHIMM	03/11/2019 - Onsite inspection, photos taken, violations verified. Water leaking from FAU ven broken sliding door handle, broken sliding door frame at upper right side, Missing light switch storage in garage, rodents, vector issue at electrical room. Tenant complaining of circuit breal when using range.
3/19/2019	RSCHIMM	03/19/2019 - Submitting NOV for mailing.
3/25/2019	ASRODRIGUEZ	3/21/19: Ownership verified through County Assessor, NOV mailed reg & cert with appeal for code enforcement and smoke alarms brochures on3/21/19.....cert #.....7006 2760 0004 Re-inspection Deadline: ...4/24/19
3/25/2019	ASRODRIGUEZ	3/21/19: Ownership verified through County Assessor, NOV mailed reg & cert with appeal for code enforcement and smoke alarms brochures on3/21/19.....cert #.....7006 2760 0004 Re-inspection Deadline: ...4/24/19 - "UPLOADED" -
8/19/2019	RSCHIMM	08/19/2019 - Sent email to Ted Dang asking to change location of smoke detector from wall t
9/20/2023	CSCYPHERS	09-20-23: Todays inspection cancelled due to no new complaints and discussion with tenant
7/27/2022	DMILES	7-27-22 Approved recordation of NOV
6/21/2022	CSCYPHERS	06-21-22: 08:14 left VM
6/20/2022	CSCYPHERS	06-20-22: Left VM for the tenant for access today for the re-inspection. No response so I will tomorrow
5/17/2022	JYUN	05-17-22: Ownership verified through County Assessor, REINSP mailed reg & cert on 5-17-22 1970 0001 4186 2092, deadline to comply is 6-20-22.
5/16/2022	CSCYPHERS	05-16-22: Site visit found violations not abated
3/31/2022	DSRODRIGUEZ	03/30/22: Ownership verified through County Assessor, RE-INSP mailed via cert & reg mail w brochures on 03/30/22, cert mailing #7021 1970 0000 0535 0130, deadline to comply is 04/0
3/25/2022	RSCHIMM	03/24/2022 - Onsite monitoring inspection. Sliding door handle broken, missing smoke detect electric range still tripping circuit breaker.
3/22/2022	RSCHIMM	03/18/2022 - Received email complaint from tenant. No progress and stating there is a water garage.
8/16/2021	HCHU	08/16/2021 - Denied appeal mailed to : Please upload : Denied Billing Appeal - [REDACTED]
8/16/2021	HCHU	08/16/2021 - Billing Appeal routed to Tim Low for signature- HC
7/22/2021	RSCHIMM	Owner sent copy of appeal filed on 06-09-2021. Suspending case until appeal is approved or

6/21/2021	ALEIGHTON	Ownership verified through County Assessor. Re-Inspection Notice mailed reg & cert on 6/21/ #7019 2970 0000 3154 6424. Compliance deadline: 7/7/21
6/18/2021	RSCHIMM	06/18/2021 - Submitting Re-Inspection Notice for mailing.
5/21/2021	BLAI	05-21-21 Reviewed and forwarded Billing Request to HChu.
5/19/2021	RSCHIMM	05/19/2021 - Preparing BR for non-compliance.
5/19/2021	RSCHIMM	05/18/2021 - Onsite inspection, photos taken, not abated. Blight abated and smoke detectors however, patio slider handle not replaced, range still trips main breaker and ceiling patch and refinished showing rust on vent.
5/3/2021	ALEIGHTON	Ownership verified through County Assessor. Re-Inspection Notice mailed reg & cert on 5/3/2
4/30/2021	RSCHIMM	04/30/21 - Submitting Re-Inspection Notice for mailing.



CITY OF OAKLAND

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

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

bbcode-inspect@oaklandca.gov

NOTICE OF VIOLATION

11-13-2023

Certified and Regular mail

WILLIAMS JOHN LIMING W TRS WINCHESTER 421 LLC

1305 FRANKLIN ST Unit 500

OAKLAND CA 94612

Code Enforcement Case No.: **2305988**

Property: **2230 LAKESHORE AVE Unit 7**

Parcel Number: 023 041401300

Re-inspection Date: 12-13-2023

Violation(s) must be corrected

Re-inspection will occur either on: 12-13-2023 12-14-2023 12-15-2023

Code Enforcement Services inspected your property on **11-8-2023**

and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and must be remedied as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

To stop further code enforcement action, you must correct **all** violations and contact Inspector Mike Torres who is assigned to your case, before the re-inspection to schedule an inspection. **Your inspector is available by phone at 510-238- 2389**

and by email at Mtorres2 @oaklandca.gov.

If the Property Owner Certification is included in this notice you may, in the alternative, complete the form and submit along with photographs of the corrected violations at least three (3) days prior to the reinspection date.

If it is necessary for tenants to temporarily relocate so that repairs can be made, you are required to comply with all state and local laws regarding the relocation of tenants included the Code Compliance Relocation Program (OMC 15.60.010).

If all violations have not been corrected at the time of re-inspection:

- You will be charged for inspection and administrative costs that can total \$2,718.00.
- Administrative citations may be assessed against you beginning the day of the re-inspection and continuing until all violations are corrected. Citations are \$100 the first day, \$250 the second day, and \$500 for each day thereafter until all violations are cured up to a total of \$5,000.
- The property may be declared a public nuisance.
- The City may abate Property Blight using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.

000124

Violations

Zoning (Minor) OMC Title 17

Description of Violation	Required Action	OMC Section

Zoning (Major) OMC Title 17 – *Violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please follow the process for Filing a Zoning Determination in the Appeal section of this notice.*

Description of Violation	Required Action	OMC Section

Property Maintenance (Blight) – OMC 8.24

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing) – OMC 15.08

Description of Violation	Required Action	OMC Section
Electrical in kitchen. When using oven, it triggers main breaker and shuts off power in entire unit.	Repair/Replace Supply and maintain adequate power to unit. Any new wiring or breaker in unit will require Permits. If so Obtain Building permits, Inspections and approvals for Work.	15.08.260.C

Appeal Information

You have a right to appeal.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

The Appeal Deadline is: 12-4-2023

The Bureau of Building must receive your written appeal by the Appeal Deadline, or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Failure to file a timely appeal will result in the determinations made in this Notice of Violation becoming the City's final decision on this matter. The decision becomes final on the day following the appeal deadline. Once the decision is final, it can be appealed by filing a petition for writ of mandate with the Superior Court no later than the 90th day following the date on which decision becomes final. The time within which judicial review must be sought is governed by Cal. Code of Civil Procedure 1094.6.

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$142** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted. A hearing will be scheduled before an independent hearing officer.

For Zoning Determinations/Appeals of Major Zoning violations: If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination to the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code Title 17. A filing fee in the amount of **\$512.93** is due at the time of submittal in the manner described above. Additionally, a **\$230.65** per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

The Zoning Manager will issue written decision within **45 days** from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within **10 days** from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

Sincerely,

Michael Torres Digitally signed by Michael Torres
Date: 2023.11.08 14:14:03 -08'00'

Specialty Combination Inspector
Planning and Building Department

Attached as applicable:

- | | | |
|---|--|---|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |
| <input type="checkbox"/> Housing – Relocation Assistance Program | <input type="checkbox"/> Investor Owned Property brochure | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input checked="" type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions | |

cc:



CITY OF OAKLAND

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

Planning and Building Department
Bureau of Building
Building Permits, Inspections and Code Enforcement Services
(510) 238-3381
bbcode-inspect@oaklandca.gov

PROPERTY OWNER CERTIFICATION
CORRECTED OR REMOVED VIOLATIONS

Date:

Property: **2230 LAKESHORE AVE Unit 7**

Parcel no. 023 041401300

Case no.: **2305988**

Owner: WILLIAMS /LIMING /WINCHESTER 421 LLC

Courtesy Notice date:

Re-Inspection Date: **12-13-2023**

Return to: Mtorres2@oaklandca.gov

I certify that I have corrected the following violation(s) identified in the Notice of Violation I received from the City of Oakland.

I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.

I have corrected the following violations identified in the Notice of Violation I received from the City of Oakland:

Print Name

Date

Property Owner Signature

(____) _____
Day time telephone

E-mail

Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. **If applicable, before** the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

E-mail: bbcode-inspect@oaklandca.gov

Mail: City of Oakland
Bureau of Building
250 Frank H. Ogawa Plaza Suite 2340
Oakland, CA 94612-2031
(Envelope enclosed – no postage required)

Request for Service: Tenant Complaint

Property Address: 2230 LAKE SHORE AVE. Unit No. #17 Inspection Date: 3/
Complaint No. 1900895 Inspector: Randy Schmitt Phone No. (510) 238-3846
Complainant's Name: CARLOS DIDRICKSON Phone No. (510) 444-7589
Owner/Manager: TED DANG Phone No. (510) 832-2628

INSPECTION:

PROPERTY MAINTENANCE:

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

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

BUILDING MAINTENANCE:

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

- Missing/Inoperative smoke/carbon monoxide detectors: LIVING ROOM

- Others: SLIDING PATIO DOOR FRAME LOOSE, BROKEN HANDLE
- Others: WATER LEAK AT BEDROOM CEILING VENT
- Others: ELECTRICAL BREAKERS TRIPPING

Extensive 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 to Abate by the inspector.

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

Signature: Carlos Dadrack Date: 3-11-19



CITY OF OAKLAND

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

Planning and 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

NOTICE OF VIOLATION

March 19, 2019

Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES
C/O TED W DANG
1305 FRANKLIN ST 500
OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895
Property: 2230 LAKESHORE AVE, Unit 7
Parcel Number: 023 -0414-013-00

Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on **March 11, 2019** and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total **\$2,665.00**.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

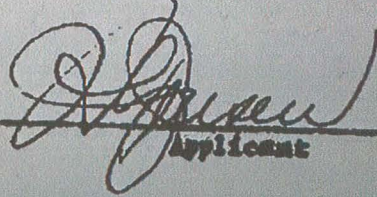
September 11, 1958

AGREEMENT:

In consideration of approval of my request for authorization to construct a new balcony on an existing apartment house at 2290 Lakeshore Avenue in accordance with final plans filed with the City Planning Commission, I hereby agree to accept the following four conditions as pre-requisites for such authorization, and for final approval of plans by the Building Inspector:

1. All new work shall match existing work.
2. The 6" x 6" beam supporting the new balcony shall have a stucco finish on all sides to match that now existing.
3. All coloring of materials and paint work shall match that now existing.
4. All landscaping damaged during construction shall be replaced.

Signature


Applicant

Witness

For City Planning Commission

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oaklandca.sharepoint.com



ing and Building - RC19007929 - 2300 Lakeshore Ave #7 COR d-ra.pdf

https://oaklandca.sharepoint.com/sites/PlanningandBuilding/Shared%20Documents/records%200...

Year	Inspector	Inspection Type	Status / Result	Result Comments
2019	Benson Wan	1st Inspection	Cancelled	
	Benson Wan	1st Inspection	Abated	Inspected the site, violation has been abated.

Record ID: 2304900

Address: 2230 LAKESHORE AVE

APN: 023 041401300

Unit #:

Description: There was an electrical work done recently however the work was not done properly. Permit E2300246 is showing inactive.

Date Opened: 9/15/2023

Record Status: OP-1stInsp -NOVSent

Record Status Date: 9/27/2023

Job Value: \$0.00

Requestor:

Business Name:

License #:

Inspection Type	Inspector	Inspection Date	Status / Result	Result Comments
Final				
Time of Day				
Follow-up Inspection		Scheduled		

000131

SLIDING PERFORMANCE

Business Name:
License #: 962925

COMMENT DATE COMMENTER

Record ID: **B1304601**
Address: 2230 LAKESHORE AVE
APN: 023 041401300
Unit #:

COMMENTS

Description: Remove rooftop deck & replace patio sliding door w/ fixed window; CE# 1305404, ZW1400136.
Date Opened: 12/3/2013
Record Status: Expired
Record Status Date: 12/12/2015

Job Value: \$1,500.00
Requestor: 421 ASSOCIATES & WILLIAMS JOHN/Joel Sayre

Business Name:
License #:

COMMENT DATE COMMENTER

COMMENTS

12/22/2014	DMILES	M.r Dang found plans from a major remodel done in 1954 , permit 851289, the plans show a "roof garden" based on this the deck can be considered existing and does not need to be removed.
1/19/2014	PTS	[12-5-13 FC]- OK to issue permit]- Need separate permit to legalize alterations to fireplace flue]>>> 12/09/2013 08:59:03 JULL#TJ 0022

Record ID: **B2203633**
Address: 2230 LAKESHORE AVE
APN: 023 041401300
Unit #:

Description: Mandatory seismic retrofit for soft story 4story, 8-unit MFD, designed to comply with OMC Chapter 15.27.

Date Opened: 10/10/2022
Record Status: Final
Record Status Date: 1/18/2023
Job Value: \$45,000.00
Requestor: Shayan Mir

Business Name: SFT CONSTRUCTION CORP
License #: 1009086

California Landlord Tenant Law: Rental Rights and Responsibilities [2024 UPDATE]

Explore the latest updates and essential information on California landlord-tenant laws for 2024, covering everything from rent control to eviction processes. This guide provides landlords the knowledge to navigate rental rights and responsibilities effectively in the Golden State.

By  Rachel Robinson | Last Updated January 4, 2024

A Guide to California Landlord-Tenant Laws



Are you venturing into California's rental market? Knowing the state's stringent rent control laws and robust tenant protections is essential for any property owner aiming for success. Despite its reputation for being challenging, California has opportunities for informed and compliant landlords.

This guide outlines your rights and responsibilities to effectively navigate California's legal landscape. From understanding rent collection to the specifics of eviction processes, we cover the essentials you need to maintain a profitable and lawful rental business.

Stay with us as we present the fast facts, explore the details of California landlord-tenant laws, and look into the rental process in the Golden State. Arm yourself with the knowledge to make the most of California's real estate market. Begin your journey to becoming a proficient landlord in California now!

Is California considered a landlord-friendly state?

California's reputation as not particularly landlord-friendly primarily stems from its stringent rent control laws and robust tenant protections. These regulations aim to safeguard renters but can present challenges for landlords, particularly in eviction processes.

Understanding and navigating these laws is vital to successful property management. However, landlords can still find opportunities in California's active real estate market with informed strategies and compliance.

As we transition to the specifics of landlord-tenant laws, these details will illuminate the path for landlords operating in this vibrant state.

California landlord tenant law fast facts

Here's a quick rundown of key points in California's landlord-tenant laws you should know:

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California Landlord Tenant Fast Facts

Is a rental license required to be a landlord?	✗
Are there any security deposit requirements?	✓
Is there rent control?	✓
Are there limits on late fees?	✓
Are there rent payments grace period laws?	✗
Is there a notice of entry law?	✓



(2)

- **Bounced check penalties:** California allows landlords to charge \$25 for the first dishonored check and \$35 for subsequent bounced checks, as specified in the California Civil Code 1719.
- **Withholding rent for repairs:** Tenants may withhold rent or conduct "repair and deduct" actions if the landlord fails to make necessary repairs affecting the unit's habitability. This should be approached cautiously and ideally with legal consultation, involving specific legal processes and potential ramifications.



As the state continues to balance the needs of landlords and tenants, these regulations serve as a framework for fair rental practices. For the most accurate and up-to-date information, landlords, tenants, and real estate professionals are encouraged to consult legal experts and official resources, as local ordinances may enhance these state-wide regulations.

California repair and maintenance laws

Maintaining habitable living conditions is a shared responsibility between landlords and tenants, governed by stringent laws and established legal precedents.

(1.5)

- **Landlord responsibilities: Implied warranty of habitability:** Stemming from the pivotal case Green v. Superior Court, California landlords must ensure rental properties are in good repair and meet basic structural, health, and safety standards. This obligation includes maintaining essential services such as plumbing, heating, and electrical systems.
- **Tenant duties:** Tenants are responsible for keeping the rental unit clean and sanitary. They are expected to undertake minor repairs and maintenance, such as replacing light bulbs and keeping the premises tidy. Tenants should promptly report more significant issues to the landlord.
- **Repair timeline:** Upon notification of a necessary repair, landlords generally have a reasonable time, up to 21 days, to address the issue. The timeframe can vary depending on the severity of the problem and the impact on habitability.
- **Repair and deduct remedy:** If a landlord fails to make necessary repairs, tenants might employ the "repair and deduct" remedy, allowing them to undertake repairs and deduct the cost from subsequent rent. This remedy is limited to the value of one month's rent and can be used up to twice in any 12 months. It's crucial that the issues qualify under the implied warranty of



Other important aspects of California's security deposit laws include:

- Landlords are not obligated to provide receipts for security deposits, pay interest on them, or keep them in separate bank accounts.
- Upon termination of the lease, landlords must return the security deposit within 21 days, along with an itemized statement of deductions for any damages beyond normal wear and tear, unpaid rent, or necessary cleaning to restore the property to its original state.
- Landlords are prohibited from unjustly withholding security deposits and must adhere to the allowable deductions. Failure to comply can lead to penalties, ensuring tenants are protected against unfair practices.

The updates to California's security deposit laws aim to balance tenant affordability and protection with landlords' rights to cover potential losses from damages, unpaid rent, or necessary cleaning. Compliance with these laws is crucial for maintaining fair and lawful rental practices.

California rent control laws

California's approach to rent control is among the most stringent in the United States, impacting landlords and tenants state-wide. The core legislation, AB 1482, or the Tenant Protection Act of 2019, sets the legal framework for rental increases and tenant rights.

- **Annual rent increase cap:** Effective from January 1, 2020, and scheduled to expire on January 1, 2030, AB 1482 limits annual rent increases to the lesser of 5% plus the local Consumer Price Index (CPI) or 10%.
- **Rent payment and cash policies:** Typically, the lease agreement will specify when rent is due, often at the beginning of the month. California landlords are prohibited from mandating cash-only rent payments unless specific conditions are met, and they must provide written receipts for cash transactions.
- **Late fees and grace periods:** The state does not mandate a grace period for late rent payments. Late fees are permitted but must be reasonable and outlined in the lease agreement. They should reflect the costs incurred by the landlord due to the late payment.

(3)

caps on rent increases and provides eviction protections, it also delineates landlords' rights within these boundaries.

Understanding and exercising these rights within the framework of current legislation is key for landlords to manage their properties effectively and legally.

California landlord responsibilities

California landlords are held to specific legal responsibilities when it comes to their rental property and their tenants. They are as follows:

- **Prompt repairs:** Property owners must complete necessary repairs within 30 days or immediately for urgent health or safety issues, like broken heaters or plumbing. Tenants may use remedies like "repair and deduct" or rent withholding for unaddressed urgent repairs but must follow legal protocols. Landlords are presumed retaliatory if evicting after repair complaints, underscoring their duty to maintain habitable conditions as per state and local codes.
- **Privacy consideration:** Property owners must give a 24-hour notice for entry, detailing the date, time, and purpose, except in emergencies like fire or flooding. Entry should occur during business hours unless under specific exceptions. Notice delivery can be in person, near the entrance, or via mail six days prior.
- **Security deposit refunds:** California landlords must refund security deposits within 21 days post-tenancy and provide valid documentation for any deductions. Non-compliance may result in penalties up to three times the deposit amount. These measures enhance renter protections state-wide.
- **Rent control:** Property owners are subject to rent control laws that limit how much they can raise rent. According to state law AB 1482, the maximum annual rent increase is limited to 5% plus the local cost-of-living adjustment.

California renters rights

California renters have numerous rights that contribute to their safety and respect while residing in a rental unit. Some of their significant rights include:

- The right to a safe and habitable living space.

* No state business license is required to rent a property, but local city regulations, such as in Sacramento, may demand a rental license. Non-compliance can lead to fines, liens, or legal action. Landlords should verify local requirements, mainly if operating in multiple locations. A real estate license is usually necessary for property management unless employed by the property owner.

Understanding landlord rights and responsibilities in California

Next, let's dive into California landlord rights and responsibilities, covering everything from rent collection to property access. These are vital for navigating the legal landscape and maintaining a successful rental business.

California landlord rights

In California, rental property owners hold authoritative rights that give them the leverage they need to manage their rentals effectively. Some of those fundamental rights include:

- **Collection of rent payments:** Landlords maintain the right to collect rent, providing a consistent income from their properties. This includes late fees, which must be reasonable and outlined in the lease agreement.
- **Security deposits:** As of 2024, landlords can charge a security deposit of up to one month's rent for any rental unit, ensuring protection against potential damages or unpaid rent. This amount is standardized for furnished and unfurnished units, with certain exceptions for small property owners.
- **Eviction process:** Landlords can initiate an eviction process for lease violations or breaches of landlord-tenant laws. New regulations, like Senate Bill 567, dictate more stringent guidelines for no-fault evictions, requiring landlords or their family members to occupy the property for a certain duration post-eviction.
- **Property access:** Landlords are permitted to access their properties for emergencies, scheduled repairs, maintenance, and showings, provided proper notice is given to tenants.
- **Rent control:** While the California Tenant Protection Act imposes



MEMORANDUM

Date: March 7, 2024
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Memo in T23-0140, Didrickson v. Commonwealth Co.
Appeal Hearing Date: March 14, 2024

Property Address: 2230 Lakeshore Ave., Unit #7, Oakland, CA

BACKGROUND

On September 25, 2023, the tenant filed a petition challenging a rent increase of \$2517.54 to \$3134.15 served on July 7, 2023. The petition also alleged decreased housing services relating to an electric breaker, a broken patio door handle, and a leaking heater vent. The tenant states that the problems started occurring in 2012-2013 and were never fixed.

The owner filed a response on October 19, 2023 and later filed a revised response on December 8, 2023. The revised response states that the rent increase served on July 7 was from \$3441.43 to \$3544.67 on the basis of CPI (reduced to \$3134.15 after reduction for ongoing decrease housing services ordered from prior hearing decisions).

The owner also asked to remove the decreased housing services deduction for the deck because the tenant was using the former deck/current roof as a deck. The owner also states that the patio door handle was removed to discourage tenants from accessing the roof, and roof and the vent issues were fixed and that the tenant did not comply with orders from prior petitions. The owner also contended that there is no change to the electrical system since the tenant moved in but the tenant has been using more appliances than existing panel allows.

The owner's response also asks the petition to be dismissed on the basis that the tenant is not current on rent. The owner later submitted a rent ledger showing a balance.

RULING ON THE CASE

The hearing officer issued an administration decision denying the tenant petition. On the decreased housing services claim, the hearing officer held that the decreased housing services claims were already addressed in prior decisions T19-0186/T19-0235, and the tenants are receiving ongoing rent decreased for those issues. The hearing decision lists the rent decided in T18-0305 issued on February 15, 2019 of \$2,786.41 but did not mention the rent increase listed on the petition.

GROUND FOR APPEAL

The owner appealed the hearing decision on the following grounds:

1. The electrical problems are worse than before;
2. The owner should not be able to increase the rent before making repairs, including repairs to the electrical system

ISSUES

1. Should the hearing decision have addressed the unlawful rent increase claim?

RECOMMENDED OUTCOME

The petition contested both a rent increase and decreased housing services claims. The hearing decision addressed only the decreased housing services claims and denied them on the basis that those claims were already decided in prior petitions and that the tenant is already receiving ongoing rent decreases.

Accordingly, the Office of the City Attorney recommends that the Board remand the decision to the hearing officer to review the tenant's unlawful rent increase claim.