

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD MEETING
May 11, 2023
7:00 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: May 11, 2023 07:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89720634438>

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

+1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), +1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +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, +1 309 205 3325 US, +1 312 626 6799 US (Chicago). +1 360 209 5623 US

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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, 4/13/2023 (pp. 3-9)
- b. Approval of Board Panel Minutes, 4/20/2023 (pp. 10-18)

5. APPEALS*

- a. T19-0186/T19-0235, Didrickson v. Dang (pp.19-120)
- b. T22-0202, Joseph v. Jones (pp. 121-209)

6. INFORMATION AND ANNOUNCEMENTS

7. OPEN FORUM

8. 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, Cantonés, 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 MEETING
 April 13, 2023
 7:00 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 7:05 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant	X*		
D. WILLIAMS	Tenant	X		
J. DEBOER	Tenant Alt.			X
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated		X	
M. ESCOBAR	Undesignated Alt.			X
Vacant	Undesignated Alt.			
D. TAYLOR	Landlord	X		
Vacant	Landlord			
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.			X

*Member Nickens left the meeting at 7:40 pm

Staff Present

Kent Qian	Deputy City Attorney
Marguerita Fa-Kaji	Senior Hearing Officer (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)

3. WELCOME NEW BOARD MEMBERS

- a. Newly appointed Board members, DéSeana Williams and Demitri Taylor were introduced and welcomed by staff and fellow Board members.

4. PUBLIC COMMENT

- a. No members of the public spoke during public comment.

5. CONSENT ITEMS

- a. Approval of Board Minutes, 3/23/2023: Member D. Williams moved to approve the Board Minutes from 3/23/2023. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Taylor, R. Nickens, D. Williams
Nay: None
Abstain: None

The minutes were approved.

5. APPEALS*

- a. T22-0124, Benafield v. Equity Avg. LLC

Appearances: Andrew Zacks Owner Representative
Kevin Benafield Tenant

This case involved an owner appeal related to a decreased housing services claim decision. The Hearing Officer granted some decreased housing services claims. The Hearing Officer also found that the owner illegally passed through garbage charges to tenant, in violation of the Oakland regulation rule on splitting utilities. The owner appealed the decision, arguing that 1.) waste management bills were charged separately for each unit and attached new evidence with quarterly bills for each unit; and 2.) because the waste management bills were addressed the owner, the Hearing Officer assumed that the owners were dividing the bill, while in fact waste management was individually billing by each unit. The following issue was presented to the Board:

- 1.) Does substantial evidence support the Hearing Officer’s conclusion that charging for garbage collection by the owner violated the rent regulations prohibition on splitting utilities?

The owner representative contended that they believe there was an error made because the Hearing Officer determined that the property owner was not entitled to be reimbursed for garbage services that were provided to the tenant and had been provided to the tenant since the conception of the tenancy. The owner representative argued that prior to the current owner obtaining the property, the tenant had always paid for the garbage by paying the landlord. The owner representative contended that the prior landlord paid for the garbage, and after the landlord paid for the garbage services, it was then billed to the tenant. The owner representative argued that in this case, after the property owner purchased the property, there was some delay in billing the tenant for the garbage services, and at some point, a bill was sent, then this dispute arose over the garbage services. The owner representative contended that the reason they believe there was an error of law in this case is because the Hearing Officer relied on a rent board rule that provides that when you have shared utility services that are billed together, that you cannot pass through the costs of that utility to the tenant. The owner representative argued that there's no evidence for the Hearing Officer to find that there were shared utility services in this case, that each one of the units in this building receives a separate bill for garbage services—which is what previously occurred before the current ownership.

The owner representative contended that there is no basis for concluding that these are shared in any way and that it is undisputed that the tenant is responsible under the lease for this service. The owner representative argued that the lease is very clear, that the landlord is entitled to collect for all utilities and services, and that the landlord is not responsible for any of those services. The owner representative contended that the Hearing Officer misapplied the Oakland rent board rule and did not correctly analyze the facts, which were that there were separate bills for each unit—not shared bills, and there is no evidence whatsoever in this record that would allow for the application of the shared utility rule to this circumstance. The owner representative contended that they're urging the Board to remand the case back to the Hearing Officer for a new hearing to consider the facts in their entirety. The owner representative argued that the Hearing Officer should be ordered to reinstate the property owner's right to collect for the garbage services as is provided for by the lease and allowable under the Oakland rent board rules and regulations.

The owner representative contended there was a \$70 decrease in rent awarded for a failure to maintain landscaping at the property because there was a complaint made by the tenant that the grass had died and wasn't being watered—however, at the time, California had been suffering drought conditions, and most property owners in Oakland and Northern California were being urged not to water their lawns. The owner representative argued that they believe it's an incorrect policy decision to force a landlord to suffer a reduction in rent, when as the result of drought conditions, water was not being applied to a yard. The

owner representative contended that everyone had to share in the implications of being in a record drought and that the rule could have been applied differently. The owner representative urged the Rent Board not to require property owners to not be good stewards and not follow sound environmental policies.

The owner representative contended that perhaps there was some delay by the property owner when attempting to collect the garbage fee from the tenant and apologized on behalf of the property owner. The owner representative argued that the Board should follow the law and their own ordinance and regulations, and that the Hearing Officer did not make any findings that the payments were not being allowed as the result of a delay by the property owner. The owner representative apologized on behalf of the owner if there was miscommunication around the eviction notice.

The tenant contended that he and his family have lived at the property for 10 years. The tenant argued that prior to the current owner taking ownership, the owners paid the garbage, and then they paid it by an invoice provided by the previous property manager, as they assumed that they had to pay for it. The tenant contended that when the new owner took ownership, the owner started paying the garbage and they stopped receiving invoices for their unit. The tenant argued that they then received an invoice to pay the garbage for three years, and that they were confused because they assumed that the new owners were paying for the garbage. The tenant argued that the property manager admitted in the last hearing that he didn't get around to sending the invoices because of COVID. The tenant contended that there weren't just issues related to the garbage—the owners also stopped a lot of services, such as landscaping. The tenant argued that in July, the owner gave them a three-day notice to pay the garbage or get out after 10 years—and since they didn't know the law, they paid them. The tenant contended that they have paid their rent every single month on time, and it seems like the owner didn't agree with what the Hearing Officer decided, so they tried to get a new one. The tenant argued that they had to hire an attorney to stop the eviction notice.

The tenant contended that landscaping was previously done weekly, every single Friday, and that the property looked great; however, it doesn't now, and they are requesting for this service to be reinstated. The tenant argued that one of the issues that the Hearing Officer found is that they were entitled to reimbursement because of this. The tenant contended that the new owner bought the building, then discontinued a lot of services and it doesn't seem fair to the tenants. The tenant argued that the new owner began to pay for the garbage and the garbage invoices for their unit disappeared until they got the three-year bill and that they don't think this is fair.

After parties' arguments, questions to the parties, and Board discussion, Chair Ingram moved to remand the case back to the Hearing Officer on the limited

issue of the waste management charges and for the Hearing Officer to identify what evidence in the record was relied on and supported their finding that the waste management was split. Vice Chair Oshinuga seconded the motion. Vice Chair Oshinuga withdrew his second and made a friendly amendment to include that evidence in the record includes sworn testimony from the hearing. Chair Ingram accepted the amendment. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Taylor, D. Williams
Nay: None
Abstain: None

The motion was approved.

b. L22-0057, Bajaj v. Tenants

Appearances: Anita Bajaj Owner

This case involved an owner petition for capital improvements. The owner's petition was dismissed due to owners' non-appearance at the Zoom hearing. The owner appealed the decision, arguing that they should receive a new hearing because they never received the Zoom invitation or remote hearing notice—despite requesting the Zoom invitation before the hearing date and on the hearing date. The following issue was presented to the Board:

1.) Was there a good cause provided by the owner for the owner's non-appearance at the hearing?

The owner contended that there was something wrong with the e-mail system around the time of the hearing. The owner argued that staff said that emails had been going to the wrong email inbox and argued that staff hadn't been responding to their emails. The owner contended that a staff person, Marvin Nettles, had been helping throughout the process since she was not getting information from the Hearings Unit. The owner argued that a notice was sent stating that there would be a hearing and that a Zoom link would be provided by the end of November 2022; but she never got that e-mail. The owner contended that mid-December, she asked Marvin what the status of her hearing was, and Marvin said that an e-mail had been sent and that she should have received it. The owner contended that he attached a copy to the email, but that was the first time she had received any notification that there was going to be a hearing and that the zoom meeting link would be sent via e-mail.

The owner argued that she immediately sent an e-mail to the Hearings Unit and asked for them to send the Zoom meeting link to both her and her assistant—however, they never got the e-mail. The owner contended that on the day of the hearing, they looked frantically for the Zoom link and couldn't find it, so she reached out to Marvin and various other people at the City. The owner argued that staff finally sent a Zoom meeting link—but it was provided 15-17 minutes after the hearing start time, so the personal meeting link didn't work. The owner contended that she is now getting regular emails from the Hearings Unit, and everything is working fine now—but for about six or seven months, there were issues. The owner contended that this was her second appeal submission because after the first submission she was not getting any e-mail responses. The owner requested for the Board to allow the hearing to continue.

After parties' arguments, questions to the parties, and Board discussion, Chair Ingram moved to remand the case back to the Hearing Officer for a full hearing, as there was good cause for the owner not to be present at the hearing. Member D. Williams seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Taylor, D. Williams
Nay: None
Abstain: None

The motion was approved.

6. RESOLUTION TO RECOMMEND AMENDMENTS TO THE RENT ADJUSTMENT REGULATIONS

- a. The Board discussed changes to the resolution to recommend amendments to the Rent Adjustment Regulations. Member D. Williams moved to postpone the agenda item to a future meeting. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Taylor, D. Williams
Nay: None
Abstain: None

The motion was approved.

7. INFORMATION AND ANNOUNCEMENTS

- a. Deputy City Attorney Kent Qian informed the Board that the CED Committee met on Tuesday to discuss the proposed phase-out and lifting of the eviction moratorium.
- b. Chair Ingram announced to the Board that there is another resolution being proposed to City Council by the City Administrator that would extend the local emergency as it relates to COVID and separate the local emergency from the eviction moratorium.

8. SCHEDULING AND REPORTS

- a. Briana Lawrence-McGowan announced that there is a Special Panel Meeting scheduled for Thursday, April 20, 2023, and that the Full Board Meeting that was scheduled for Thursday, April 27, 2023, has been canceled. The following Full Board Meeting is scheduled for Thursday, May 11, 2023.

9. OPEN FORUM

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

10. ADJOURNMENT

- a. The meeting was adjourned at 9:04 p.m.

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
 PANEL SPECIAL MEETING
 April 20, 2023
 7:00 P.M.
 CITY HALL
 1 FRANK H. OGAWA PLAZA, CITY COUNCIL CHAMBERS
 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 7:07 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant	X		
D. WILLIAMS	Tenant			X
J. DEBOER	Tenant Alt.			X
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated			X
Vacant	Undesignated			
M. ESCOBAR	Undesignated Alt.			X
Vacant	Undesignated Alt.			
D. TAYLOR	Landlord			X
Vacant	Landlord			
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.	X		

Staff Present

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

3. PUBLIC COMMENT

No members of the public spoke during public comment.

4. APPEALS*

- a. L22-0050, Lu v. Tenants

No parties were present. The Board moved on to the next appeal case.

- b. T19-0272 & T19-0325, Jeffers v. BD Opportunity 1 LP

Appearances:	Helen Grayce Long	Owner Representative
	David Hall	Tenant Representative

This case involved an owner appeal of a remand decision granting the tenant restitution in an amount of \$35,340.00 for decrease housing services. The tenant petition was filed in April 2019, contesting rent increases, and alleging decreased housing services. After a hearing, the Hearing Officer found that no RAP notice had been provided to the tenant, therefore invalidating prior rent increases—and making a finding of decreased housing services in an amount of \$25,110.00 between October 1, 2016, and February 29, 2020. The owner filed an appeal, and the case came before the Board for the first time in September 2020. The Board remanded the case back to the Hearing Officer to recalculate the restitution amount so that the amount granted for May 2019 did not exceed 100% of the rent, to limit the restitution period to the date of the hearing, and for the Hearing Officer to consider prior cases from the Board regarding decreased housing services so that the reductions were consistent with prior cases.

A remand hearing decision was issued in August 2021, and this decision lowered the restitution amount by \$165 to account for May 2019—but was otherwise unchanged. There was then an appeal of the remand decision, and this came before the Board for a second time in February 2022. The Board again remanded for the Hearing Officer to limit the restitution period to the date of the hearing, and to again consider prior decisions of restitution for decreased housing services to make the decision consistent. A second remand decision was issued in January 2023, and the decision held that there were so many violations of the health and safety code that the unit had no rental value, and the lawful rent was \$0.00. The amount of restitution from October 2016 to January 13, 2020, was changed from \$24,945 to \$35,340. This is an appeal of that remand decision and there are numerous grounds for the appeal, including that the Hearing Officer did not follow Board instructions, the decision isn't supported by substantial evidence, and the Hearing Officer is biased. In addition, the appeal also requested that this case be

heard by or reviewed by a different Hearing Officer. The following issues were presented to the Board:

- 1.) Did the Hearing Officer exceed the scope of remand and/or fail to follow the Board's prior instructions,
- 2.) Is the Hearing Officer's decision supported by substantial evidence, and
- 3.) When, if ever, is it appropriate for a case to be heard by a different Hearing Officer?

The owner representative contended that in 2019 the Hearing Officer failed to review the entire record and was not consistent with prior decisions. The owner representative argued that a previous Hearing Officer did a site inspection in 2017, saw the property, said there was nothing wrong with the property—and only reduced the rent because the laundry facility had been taken away. The owner representative contended that the owner waived rent and completed many repairs on the property, which was in good condition in 2016 and 2017. The owner representative argued that the issue related to the RAP notice is where the three years' worth of restitution came from because at the time when the tenant filed these two petitions in 2019, no RAP notice had been given to her. The owner representative contended that at the initial hearing in 2019, the tenant only testified that she did not receive a RAP notice at the inception of her tenancy, and that she didn't say she didn't receive one at the time of the hearing—however, the Hearing Officer assumed that she hadn't and did not read whole record.

The owner representative argued that when the case was remanded back again, the Hearing Officer raised the restitution amount by \$11,000 and decided with no evidence and no site inspection that the property was worth \$0 rent for three years. The owner representative contended that this exceeded the scope of the remand and that the Hearing Officer failed to follow the Board's instructions. The owner representative argued that the decision was not supported by substantial evidence and that it is appropriate for the case to be heard by a different Hearing Officer. The owner representative contended that the Hearing Officer did not review the full record and with no justification the restitution amount was increased by \$11,000, which is a violation of due process.

The owner representative contended that they are not trying to put new evidence in front of the Board, and that they are arguing about what's on the record. The owner representative argued that one of the reasons for an appeal is that the remand decision was inconsistent with the prior Hearing Officer's decision in this case and that there was a site inspection in 2017. The owner representative argued that they are not adding new facts, that the owner has the right to have the record reviewed, and that the Hearing Officer had a duty to look at the record. The owner representative contended that the fact that three years of restitution

was awarded is not based on substantial evidence and that no reasonable person who reviewed this file could make these rulings. The owner representative argued that the rules aren't being followed, the owner shouldn't be penalized by this, and that this case is completely inequitable.

The tenant representative contended that this appeal is almost identical to the appeal heard on September 10, 2020, and the appeal heard on February 24, 2022. The tenant representative argued that the grounds of those two appeals are very clear, and that the 2022 appeal was designed to do two things: recalculate the restitution amount for 2019, such that did not exceed 100% of the rent; and to consider prior decisions of the Board regarding rent reduction for similar housing services. The tenant representative contended that the first of these was done on remand, as the Hearing Officer decreased the amount so that it did not exceed 100% of the rent—and the Hearing Officer also limited the end date of restitution to the date of the hearing. The tenant representative argued that the only issue left was whether prior decisions of the Board regarding rent reductions for similar housing service reductions were met.

The tenant representative argued that the appellant has not provided convincing argument or evidence that the rent reduction falls outside the bounds of Rent Board's precedents. The tenant representative contended that in the 2020 appeal decision, the Board found in the respondent's favor on the following issues that they could go back 36 months to calculate restitution, and that this was proper. The tenant representative argued that appeal hearings should be based on the record as presented to the Hearing Officer, unless the appeal body determines that an evidentiary hearing is required—and that the regulations of the Rent Adjustment Program say that allowing new evidence to be considered in this appeal would be inconsistent with prior board decisions. The tenant representative contended that allowing the appellant to present new evidence would render the initial hearing both meaningless and irrelevant.

The tenant representative contended that the remand decision never said that the Hearing Officer had to change the decision, it just stated that the decision had to be justified, and this burden was met. The tenant representative argued that for this case, the Board should focus on the body of the record for this appeal, and that none of the evidence that the owner representative is citing was presented at the hearing and should not be considered. The tenant representative contended that at the original hearing, the appellant didn't send an attorney, which was the owner's decision—and that there was evidence that was presented, which is being used to determine this case. The tenant representative argued that the tenant can't start the case all over again, unless there is some sort of cogent and quantified argument as to why that why these numbers are out of whack, what the numbers should be, or what the ballpark of these numbers should be. The tenant representative contended that it would not be appropriate to remand this case again or to do a De Novo hearing.

After parties' arguments, questions to the parties, and Board discussion, Member K. Sims moved to remand the case back to the Hearing Officer to recalculate the award on decreased housing services and by limiting the timeframe from January 29, 2019, to November 7, 2019—and to provide justification for the \$0 rent determination. Chair Ingram seconded the motion.

The Board voted as follows:

Aye: D. Ingram, K. Sims
Nay: R. Nickens
Abstain: None

The motion was approved.

c. T19-0184, Beard v. Meridian Management Group

Appearances:	James Beard	Tenant
	Nancy Conway	Tenant Representative
	Gregory McConnell	Owner Representative

This case involved a tenant appeal of a tenant petition that was denied. The petition was contesting a single rent increase and alleged decrease housing services based on a noisy refrigerator and a garage water leak. The owner filed a response, alleging that the rent increase did not exceed CPI and that the decreased housing services claims were already addressed and decided in a prior hearing decision. The petition was denied in an administrative decision without a hearing.

The tenant appealed and this case came before the Board in January 2023. The Board remanded the case on two issues: 1.) to determine if the issue is a new leak or an old leak considered in the prior case and 2.) consider the factual basis on the refrigerator issue as a decreased housing service. The case was remanded, and a hearing was held in June 2022. A remand hearing decision was issued in September 2022, again denying the tenant's petition. The remand decision found that the leak was the same leak that was considered in prior cases—and even if the Hearing Officer were to treat the leak as a new leak, the Hearing Officer still could have denied the decreased housing services claim because the owner acted reasonably to install drain trench and dump to address the issue.

On the issue of the refrigerator, the Hearing Officer found that the tenant's testimony of a noisy refrigerator was not credible. The Hearing Officer also based this decision on the basis that the tenant received a new refrigerator in 2019, and

that the tenant's old refrigerator continued working in another unit. The Hearing Officer also denied the quiet enjoyment claims based on the noisy refrigerator. Both claims for decreased housing services were denied.

On appeal, the tenant argues that the Hearing Officer failed to decide whether the water leak was new, that the Hearing Officer failed to precisely explain what leak was previously denied and how those leaks relate to the current leak, that the resident manager's testimony that the tenant's old refrigerator was given to a neighbor was not truthful, that the tenant's inability to determine exact dates of sound recordings of the refrigerator did not take away from the fact that the refrigerator was loud and disturbed the tenant—and that the Hearing Officer misapplied the case of Larson to mean that an intrusive and disruptive sound from a noisy refrigerator cannot be the basis for a decreased housing services claim. The following issues were presented to the Board:

- 1.) Does substantial evidence support the Hearing Officer's conclusion that the water leak in this case does not constitute a decreased housing services claim?
- 2.) Was the denial of water leak claim by the Hearing Officer supported by substantial evidence?
- 3.) Was the denial of refrigerator claim as a decreased housing service by the Hearing Officer supported by substantial evidence?

The tenant representative contended that the reason it was requested for the Board to watch the refrigerator video is because there was a notice posted for the first hearing date in January 2019, prior to COVID. The tenant representative argued that the Hearing Officer said she had no idea what the date was for the video because the tenant didn't announce it—but there are records, including the video. The tenant representative contended that in this case, after the tenant filed this petition, he received an unlawful detainer based on non-payment of rent. The tenant representative argued that this important because the tenant was current on his rent, his rent was not allowed to be mailed to the landlord or to be deposited into a bank account for the landlord—they were only allowed to be deposited in an unmanned mailbox in the lobby of the building.

The tenant representative argued that the tenant asked for an appeal previously, that the Board determined that the matter depended on how loud the refrigerator was, and that the Hearing Officer should review the video and listen to it. The tenant representative contended that the tenant had submitted a thumb drive with the video and that a copy was requested to be sent to the Board, but the Hearing Officer said she didn't have it. The tenant representative argued that it took until February 2023 to get a copy of the video after filing a formal request. The tenant representative contended that a part of the Hearing Officer's decision stated that the tenant couldn't remember dates of the videos. The tenant representative argued that during the hearing, the owner's representative questioned the tenant

about certain dates with a copy of the petition in front of him, but neither the tenant or tenant representative had a copy of the petition in front of them at the time—so the tenant responded that he was not sure, that he would have to look at the petition, and that the petition would reflect what the dates are.

The tenant representative contended that the decision was not supported by substantial evidence because the Hearing Officer based her decision in part on the property managers testimony. The tenant representative argued that the building was bought, and the new owners were trying to get rid of long-term tenants. The tenant representative contended that several evictions took place at this property and the other properties that the owners bought in Oakland and that uncorroborated evidence supported the denying the refrigerator petition. The tenant representative argued that regarding the leak, another Hearing Officer made a decision a long time ago—which gave the tenant a rent reduction because this storage area that he rents in the garage had become full of mold and leaky, and needed to be repaired.

The owner representative contended that the owner objects to the introduction of evidence at the appeal hearing. The owner representative argued that the Hearing Officer reviewed the record and made findings that not only was the refrigerator noise reviewed by the property manager, it was also reviewed by a technician that was brought in. The owner representative argued that the refrigerator was put in the storage and subsequently was put into another tenant's unit—and that there have been no complaints about it. The owner representative contended that the Hearing Officer found that the property manager who was at the hearing had credible testimony—and that the Hearing Officer is the finder of fact who reviews credibility. The owner representative argued that they also object to the reference made to an unlawful detainer case and any of its history because it's not a part of this case. The owner representative argued that the Hearing Officer would not allow that testimony either because she knew that the purpose of it was to prejudice the case and to make it appear that something was done inappropriately in another forum.

The owner representative argued that the Hearing Officer's decision regarding the leak was credible, she made a finding that the issue had been raised before, and she made a finding that the tenant in his own petition stated that this was the same leak that occurred in April. The owner representative contended that there is ample evidence to support this and that the Hearing Officer also found that the tenant attempted to mislead her when he said he was swimming in water. The owner representative argued that the Hearing Officer found out from the tenant's own videos that the water that he was referring to were trickles of water less than 1/4 inch. The owner representative contended that a standard practice is that if you find that a person misrepresents the facts, you can discount or find everything that he or she says to not be credible. The owner representative argued that this is the Hearing Officer's job and that she decided the case based

upon substantial evidence in the record. The owner representative contended that regarding the refrigerator and breach of quiet enjoyment, RAP and the Board does not have authority over those cases and that the Hearing Officer's decision is sustainable by substantial evidence in the record and the decision should be affirmed.

The owner representative argued that the Hearing Officer must make a decision based upon the evidence in the record, that the Hearing officer has a right to determine the credibility of the witnesses—and that in this case, it was determined that the manager, the manager's husband, and the technician testified credibly. The owner representative contended that they did not hear, see, or discover any problems with the refrigerator—so they placed it in storage and then they gave it to somebody else. The owner representative argued that regarding the issue of the leak, the tenant signed the petition under penalty of perjury, stating that this was the same leak that had not been repaired in a prior case. The owner representative contended that the Hearing Officer clearly said that the water was water that comes about periodically because the garage is below grade and when it rains hard, water comes through—which is a common occurrence in garages in Oakland. The owner representative argued that the tenant has not demonstrated that there was a decreased service on the garage, and that the tenant had the burden of proof, not the owner. The owner representative contended that the tenant did not prove that there was a noisy refrigerator that disturbed his peace and enjoyment—and that if there was one, that's not the kind of case that RAP decides, that claim would have to be pursued in court.

After parties' arguments, questions to the parties, and Board discussion, Chair Ingram moved affirm the Hearing Officer's decision. Member K. Sims seconded the motion.

The Board voted as follows:

Aye: D. Ingram, K. Sims, R. Nickens
Nay: None
Abstain: None

The motion was approved.

d. L22-0050, Lu v. Tenants

Appearances: Kibret Fisseha Tenant

The owner appellant was not present. Chair Ingram moved dismiss the appeal. Member R. Nickens seconded the motion.

The Board voted as follows:

Aye: D. Ingram, K. Sims, R. Nickens
Nay: None
Abstain: None

The motion was approved.

5. OPEN FORUM

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

6. ADJOURMENT

- a. The meeting was adjourned at 9:00 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T19-0186 & T19-0235

Case Name: Didrickson v. Dang/Commonwealth Inc.

Property Address: 2230 Lakeshore Avenue, Oakland, CA 94606

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

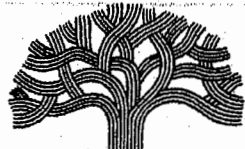
OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (T19-0186)	February 5, 2019
Tenant Petition filed (T19-0235)	March 26, 2019
Tenant Exhibits submitted	February 5 & March 26, 2019
Property Owner Response filed (T19-0186)	July 11, 2019
Property Owner Exhibits submitted	July 11 & 18, 2019
Hearing Date (T19-0186 & T19-0235)	September 24, 2019
Hearing Decision mailed	December 23, 2019

Tenant Appeal filed	January 13, 2020
Owner Response to Appeal submitted	January 15, 2020
Supplemental Explanation of Appeal submitted	January 27, 2020
Appeal Hearing Date	April 8, 2021
Appeal Decision mailed	May 7, 2021
Remand Hearing Exhibits submitted	September 27, 2021
Property Owner Exhibits submitted	September 28, 2021
Remand Hearing Date	October 4, 2021
Remand Decision mailed	January 25, 2022
Owner Appeal filed	February 2, 2022

T19-0186 PC/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2019 FEB -5 AM 11:50
	TENANT PETITION	

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

Please print legibly

Your Name Carlos & Glenda Didrickson	Rental Address (with zip code) 2230 Lakeshore Av #7 Oakland Ca 94606	Telephone: 510 444 7589 E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Commonwealth Co Ted Dang	Mailing Address (with zip code) 1305 Franklin St Oakland Ca 94612 Suite 500	Telephone: 510 832 2628 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 8

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

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

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

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

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

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

Date you moved into the Unit: December 2006 Initial Rent: \$ 2,500.⁰⁰ /month

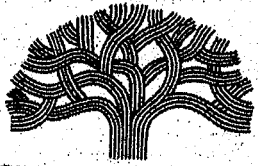
When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Nov. 2012. If never provided, enter "Never."

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

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

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

T19:0235 PC/MA



CITY OF OAKLAND

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

For date stamp.

26 PM 2:21

TENANT PETITION

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

Please print legibly

Your Name Carlos & Glenda Oidrickson	Rental Address (with zip code) 2230 Lakeshore Av. Oakland Cal #7 94606	Telephone: 510 444 7589 E-mail: DTTBO @yahoo.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Commonwealth Inc Ted Dang	Mailing Address (with zip code) 1305 Franklin St. Oak Cal Suite 500 94612	Telephone: 510 832 2628 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 8

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

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

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

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

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

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

Date you moved into the Unit: Dec 2006 Initial Rent: \$ 2500.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Nov 2012. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
8-13-18	UNKNOWN	\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T-13 - T-14 - T-15 - T-16 - T-17 - T-18

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Carly Didi
Tenant's Signature

3-26-19
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T13, T14, T15, T16, T17, T18

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Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Glenda Didriksen
Tenant's Signature Carla Du

Feb 5, 2019
Date

- 1) gas heater not working from Nov. 2018 to Jan 31, 2019 (repaired 1-31-19)
- 2) patio not replaced - patio boards removed Feb 2017, with NO legal permit.
- 3) bedroom vent leaks rainwater when heavy rain.
- 4) patio door handle broken, patio door frame separates from Glass.

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2009 FEB 5 AM 11:50

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

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

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

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

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

Tenant's Signature Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

City of Oakland, Planning and Building Department, Bureau of Building, Inspection Division

250 Frank H. Ogawa Plaza, 2nd Floor, Suite 2340, Oakland, California 94612-2031
www.oaklandnet.com, (510) 238-6402, FAX: (510) 238-2959, TDD: (510) 238-3254

2019 MAR 26 PM 2:21

Request for Service: Tenant Complaint

Property Address: 2230 LAKE SHORE AVE. Unit No. #17 Inspection Date: 3/

Complaint No. 1900895 Inspector: Randy Schuman Phone No. (510) 238-3846

Complainant's Name: CARLOS DICKSON 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 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 Dickson Date: 3-11-19



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.

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 upgradeing of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

Zoning

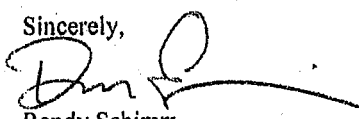
Description of Violation	Required Action	OMC Section

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, 1.08.601.12). 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
Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee	

RC/MA



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

For date stamp
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JUL 11 PM 2:10
PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19-0186

Your Name <i>421 Associates</i>	Complete Address (with zip code) <i>1305 Franklin Ste #500 Oakland CA 94612</i>	Telephone: <i>510-832-2628</i>
		Email: <i>_____ twd113@aol.com</i>
Your Representative's Name (if any) <i>Allen Sam</i>	Complete Address (with zip code) <i>1305 Franklin Ste #500 Oakland CA 94612</i>	Telephone: <i>510-832-2628</i>
		Email: <i>asam@commonwealthpropco.com</i>
Tenant(s) Name(s) <i>Carlos & Blenda Didrickson</i>	Complete Address (with zip code) <i>2230 Lakeshore Ave #7 Oakland CA 94612</i>	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property

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

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

Date on which you acquired the building: *8/15/12*

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
7/1/18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

The tenant moved into the rental unit on 12/07/06.

The tenant's initial rent including all services provided was: \$ 2500 / month.

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

If yes, on what date was the Notice first given? 9/17/2012

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
5/14/15	7/1/18	\$ 2983.31	\$ 3084.74	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3/25/17	7/1/17	\$ 2699.14	\$ 2983.31	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

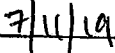
If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

V. VERIFICATION

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



Property Owner's Signature



Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

Commonwealth Companies

– REAL ESTATE –

BRE#: 0442390

July 11th, 2019

City of Oakland
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612

RE: T19-0186

Commonwealth Companies recently received a notice from the City of Oakland dated June 26th, 2019 regarding Case No. T19-0186, notifying us that one of our residents, Carlos & Glenda Didrickson has filed a petition to the Rent Adjustment Board alleging a decrease in housing services, specifically citing the four issues below:

1. Gas Heater not working from Nov. 2018 – Jan. 2019
2. Patio not replaced – patio boards removed Feb. 2017 with no legal permit
3. Bedroom vent leaks rainwater when heavy rain
4. Patio door handle broken, patio door frame separates from glass

Our position for each issue:

1. Gas Heater not working from Nov. 2018 – Jan. 2019

By tenant's own admission, we successfully repaired the gas heater. Coordination between residents and contractors proved to be difficult due to a variety of reasons:

- a. Resident's insistence on being present for all work.
- b. Resident's refusal to communicate via email or phone.
- c. Ownership not receiving notice of malfunction from tenant in a timely manner. Claims malfunction in November, but verbal notice from manager not received until December, and written notice not received until January.
- d. Difficulty in aligning time when tenants would be present and contractor's availability.
- e. Multiple visits required. First contractor we hired was unable to fix the heater, which exacerbated the issue. We were able to find another contractor who was able to fix the heater.

2. Patio not replaced

The City of Oakland inspected the patio years ago and ruled that it was not up to code. Current owner was unaware that the previous owner installed the patio without any permits. This issue was addressed in Case No. T17-0327, ruling in favor of the tenant. Effective July 1, 2017, tenant was granted an ongoing rent decrease of \$298.33 unless the patio was properly rebuilt. The owner has honored the ruling of the Rent Adjustment Board since the day it took effect.

3. Bedroom vent leaks rainwater when heavy rain

MNJ Roofing and AT Mechanical independently address the roofing and venting systems in the past to complete repairs. In April 2019, our in-house repairman inspected the unit and verified that the bedroom vent was in working order and no longer leaking. We received no follow-up from the tenants since that time.

4. Patio door handle broken, patio door frame separates from glass

Quoting from the hearing decision dated February 6th, 2019 on case T18-0305:

"In T17-0327, the Hearing Officer conducted a site inspection again held that the repair was sufficient and the door operated far better than it was in prior inspection. This claim was denied in T17-0327 and the decision became final when the tenants dismissed their appeal on October 10th, 2018."

In April 2019, our in-house repairman inspected the unit and verified that the patio door and the handle was functioning without issue. We received no follow-up from the tenants since that time.

We hope that after reviewing the evidence, as well as all previous judgments between Commonwealth and the Didricksons, that the Hearing Officer will come to the conclusion that we have been acting in good faith and complying with each and every part of the previous rulings.

Commonwealth Companies

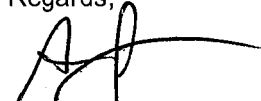
– REAL ESTATE –

BRE#: 0442390

We request that the owner be paid for the outstanding rent amount of \$2847.10 (not including any late fees or interest accrued). Attached to the letter is a chart of rent payments as of January 2018, which includes all the adjustments provided from the rulings of T17-0327, T18-0238, T18-0305, and the pending case of T19-0186. We feel that this back rent is properly owed to us based on prior judgments, but have held off on pursuing the difference while this case is being appealed again, and do not wish to complicate the matter until the Rent Adjustment Board confirm the previous Final Decision.

We also request the City of Oakland consider issuing sanctions to the Didricksons to prevent any further attempts at appealing the Rent Adjustment Board's ruling regarding the patio. This multi-year dispute has already been heard and ruled on multiple times, with several in-person mediation sessions between both parties in front of a hearing officer. The Didricksons continue to appeal and act as if these previous hearings were somehow unjust, despite any new evidence or rationale. At this point it's just a waste of time and resources for all parties, and shows a complete lack of respect towards the process and judgments of the Rent Adjustment Board.

Regards,



Allen Sam
Commonwealth Companies

	Base Rent	Patio Adjustment	Other Adjustments	Rent Owed	Resident Payment	Notes	Difference
Jan-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.95		
Feb-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.00
Mar-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Apr-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
May-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jun-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jul-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Aug-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Sep-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Oct-18	\$3,084.74	\$298.33	\$149.17	\$2,637.24	\$2,517.54	tarp ruling reimbursement	\$119.70
Nov-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Dec-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jan-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Feb-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Mar-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Apr-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
May-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jun-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jul-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
							\$268.87
NOTE: July 2018 base rent increase of 3.4% from \$2983.31 to \$3084.74 per the City of Oakland allowable CPI adjustment							\$2,847.10



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 MAR 26 PM 2:21

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) 238-6402
inspectioncounter@oaklandnet.com

PROPERTY OWNER CERTIFICATION

CORRECTED OR REMOVED VIOLATIONS

Date: March 19, 2019

Property: 2230 LAKESHORE AVE, Unit 7

Parcel no. 023 -0414-013-00

Case no.: 1900895

Owner: WILLIAMS JOHN F & 421 ASSOCIATES

Courtesy Notice date: N/A

Re-inspection date: April 24, 2019

Return to: Randy Schimm

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 \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive a 30-day Notice of Violation 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

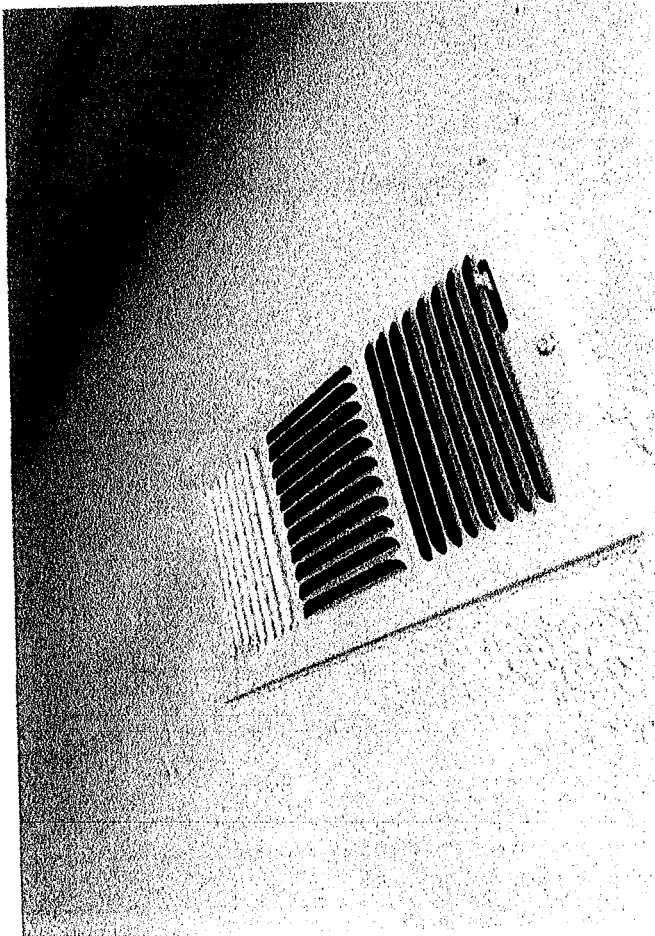
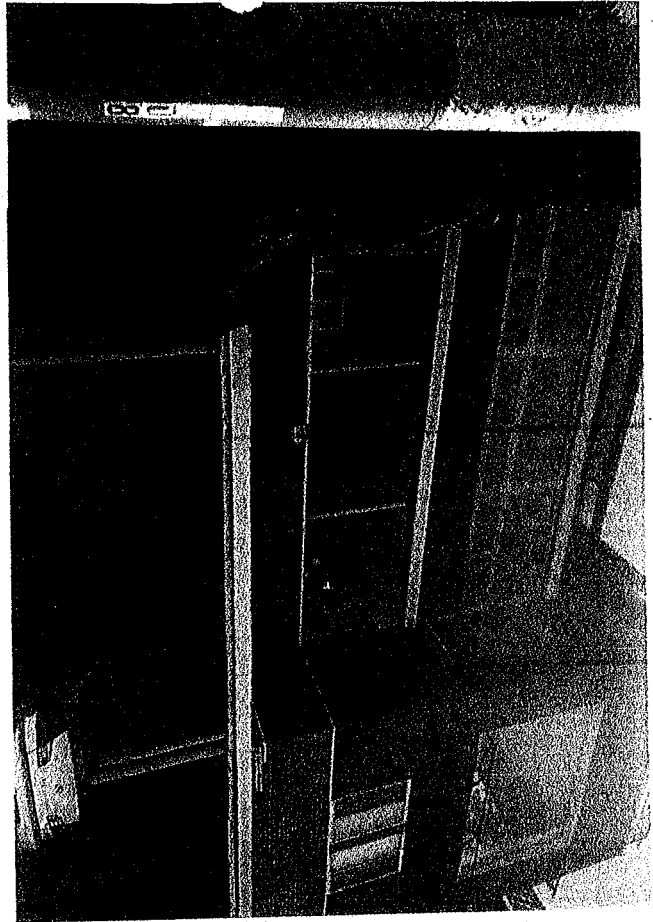
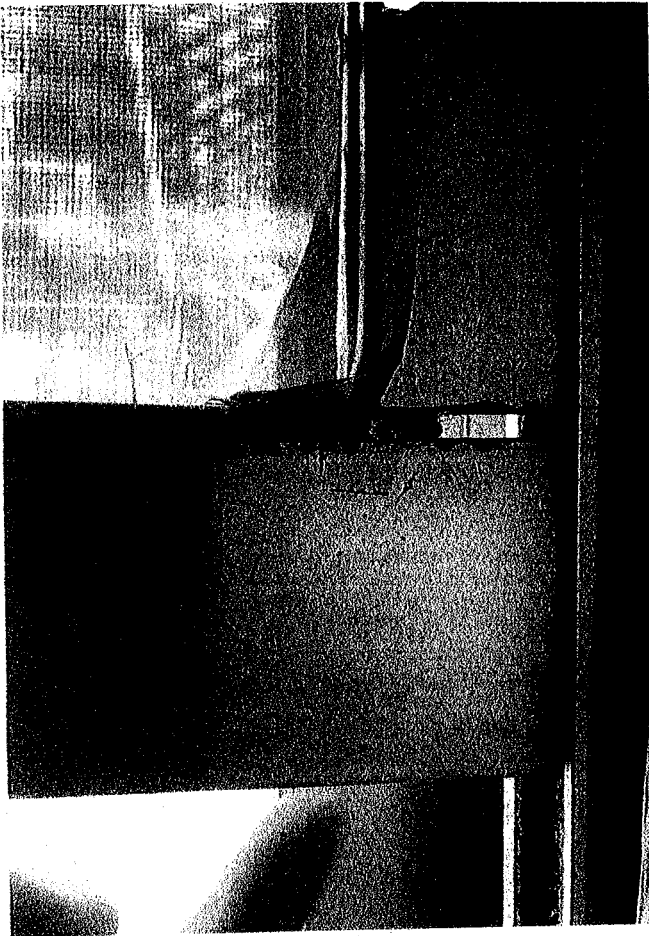
1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

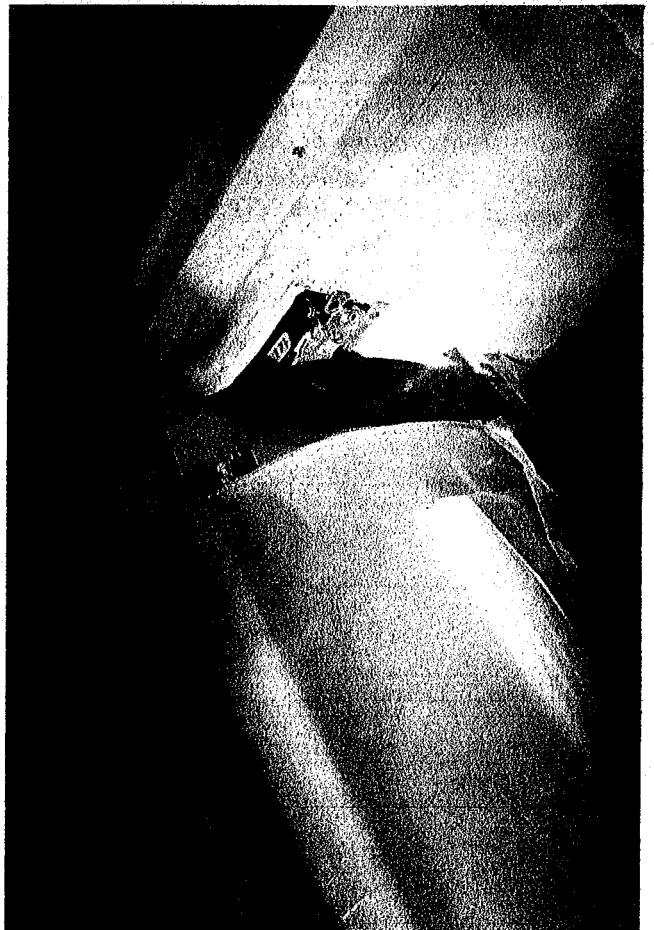
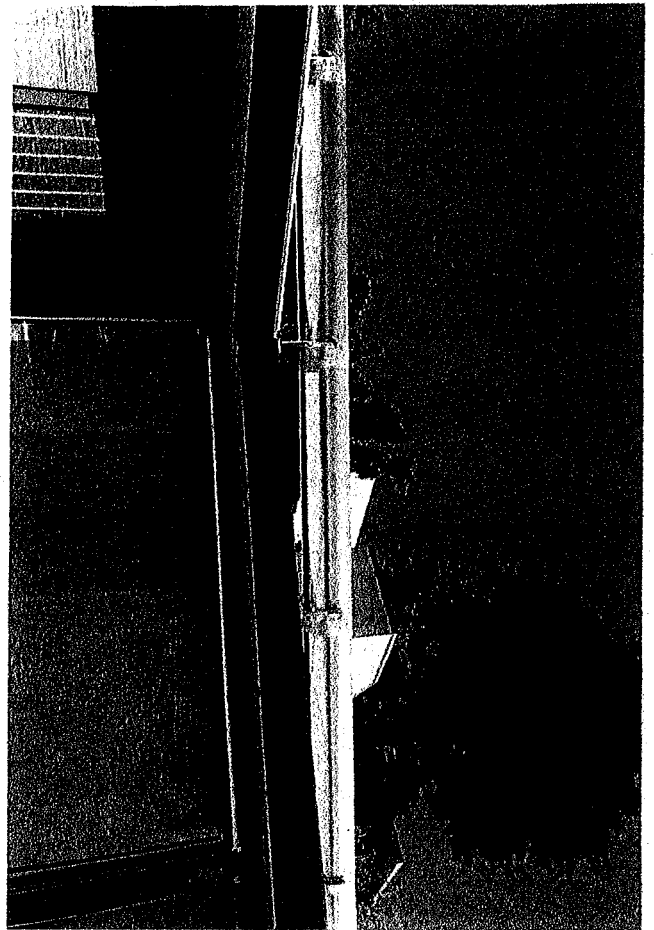
E-mail: inspectioncounter@oaklandnet.com
Facsimile: 510/ 238-2959
Mail: City of Oakland
 Bureau of Building
 250 Frank H. Ogawa Plaza Suite 2340
 Oakland, CA 94612-2031
 (Envelope enclosed – no postage required)

CASE # 1900895

2230 LAKESHORE AVE, #7

3-11-2019



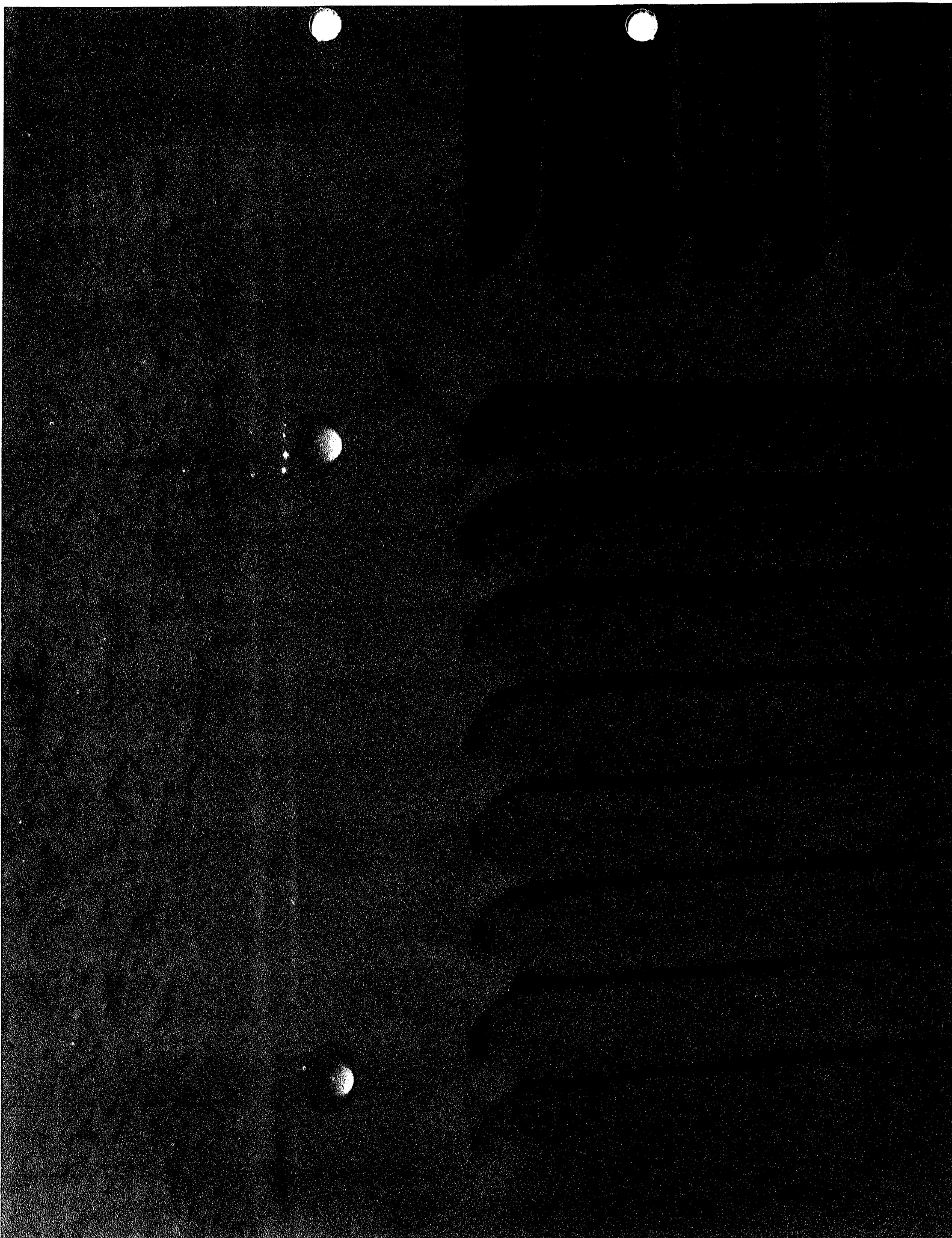


CASE # 1900895

2230 LAKE SHORE AVE, #7

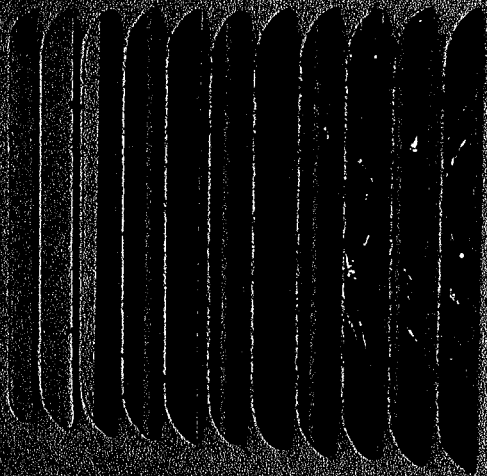
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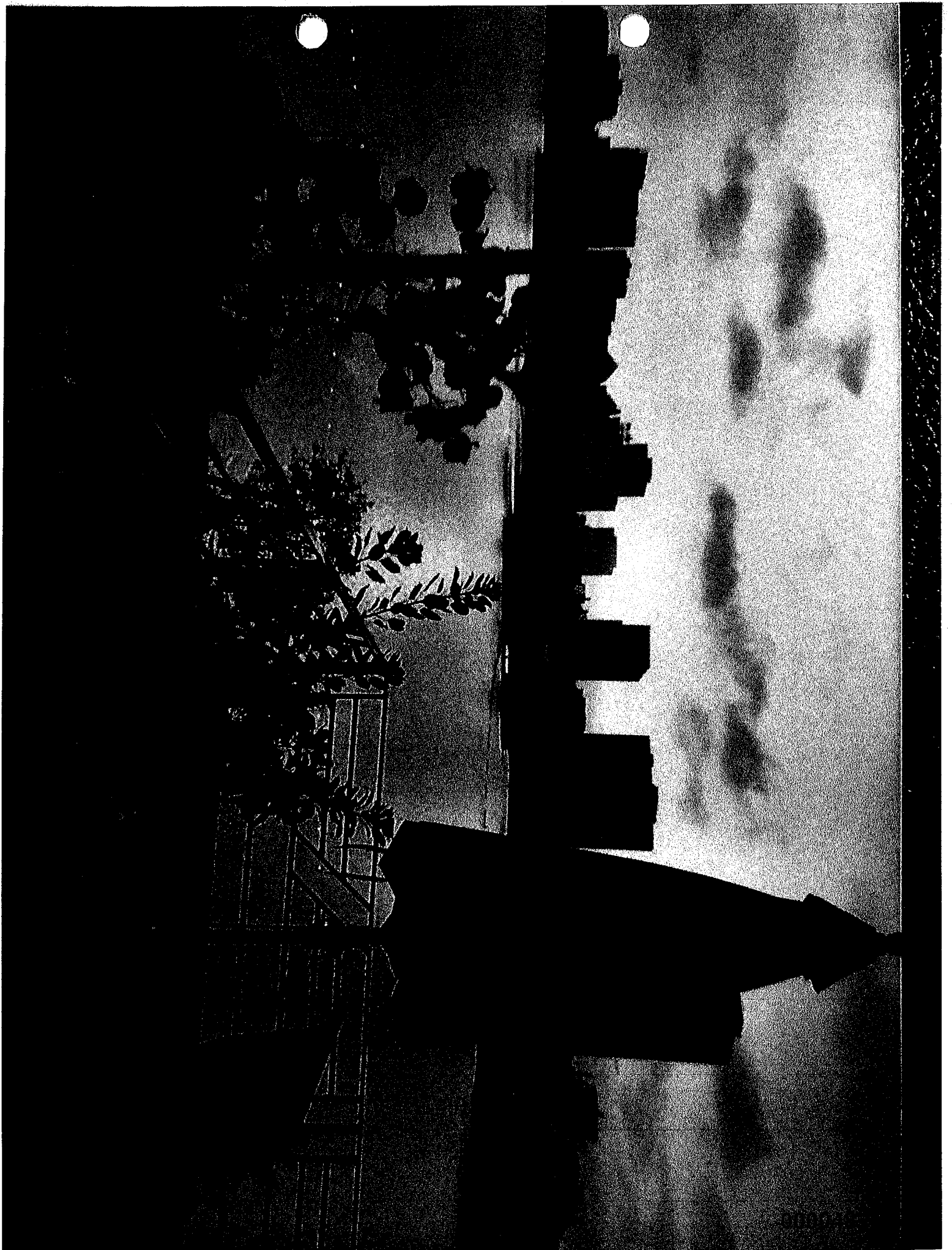


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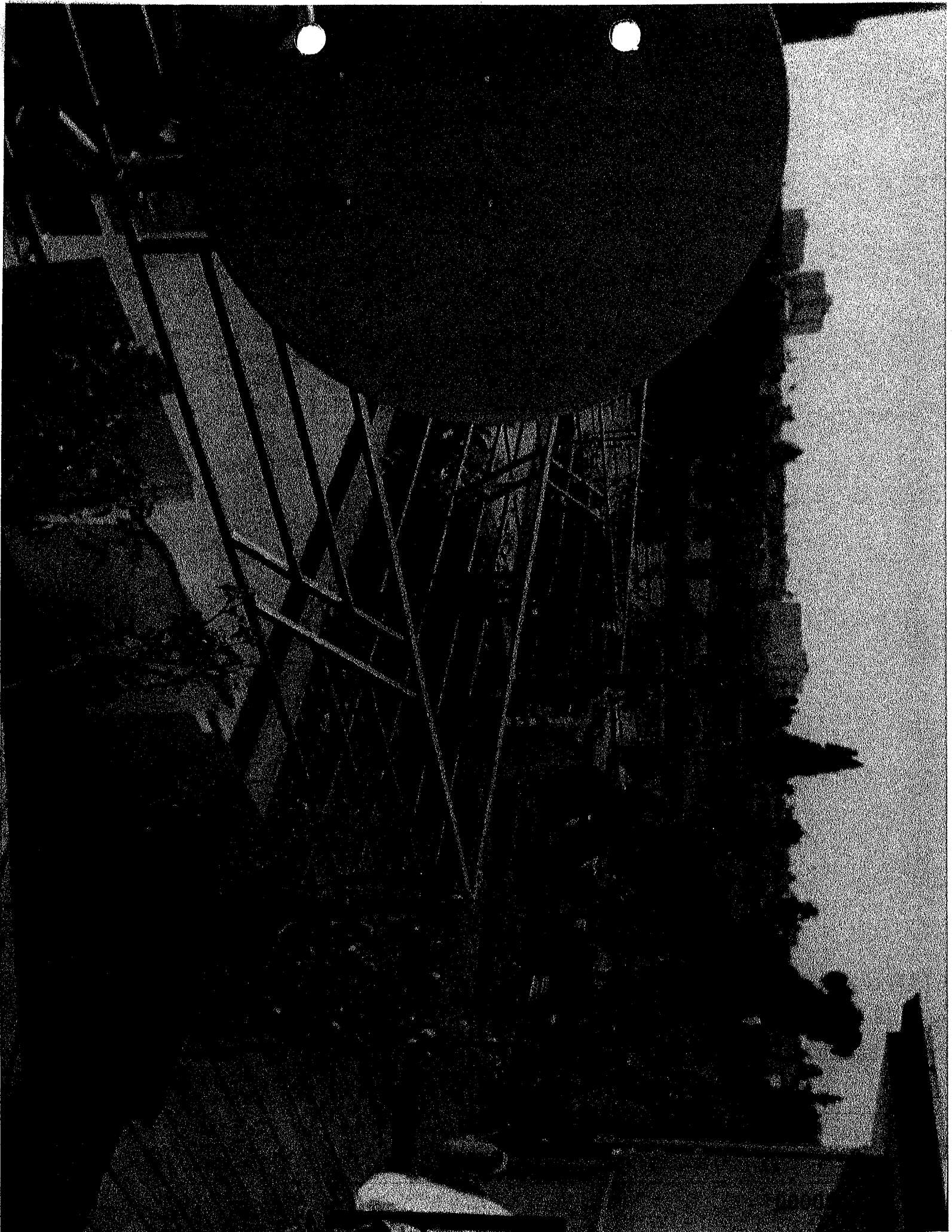






UNSAFE

FOR A LONG TIME





PROOF OF SERVICE

Case Number T19-0186

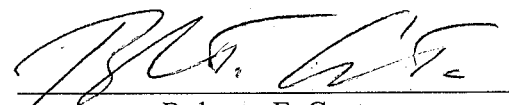
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

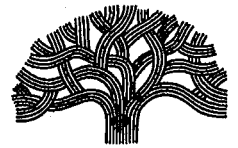
Carlos & Glenda Didrickson
2230 Lakeshore Avenue, Apt. #7
Oakland, CA 94606

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 July 18, 2019 in Oakland, California.



Roberto F. Costa
Oakland Rent Adjustment Program



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

Housing and Community Development
Department Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0186, Didrickson v. Commonwealth Company
T19-0235, Didrickson v. Commonwealth Company

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

DATE OF HEARING: September 24, 2019

DATE OF DECISION: December 20, 2019

APPEARANCES: Glenda Didrickson, Tenant
Carlos Didrickson, Tenant
Allen Sam, Property Manager

SUMMARY OF DECISION

The Tenant Petition is denied.

CONTENTIONS OF THE PARTIES

On February 5, 2019, the tenants filed a Tenant Petition, alleging code violations and decreased housing services. On March 26, 2019, the tenants filed another Tenant Petition alleging additional decreased housing services.

On July 11, 2019, the owner filed a timely response, denying the allegations.

ISSUES

- (1) Have the tenants' housing services decreased, and if so, by what amount?

EVIDENCE

Background and Rent History

The tenants' unit is located in a residential building consisting of... The tenants moved into their unit in December of 2006, at an initial m... \$2,500.00. The tenants filed several petitions in the past that address... issues raised in the current petition, including setting the base rent, r...

decreased housing services and ongoing reduction due to the loss of the deck.¹ Official Notice is taken of the prior cases and Orders in those cases will be honored.

RAP Notice

It is undisputed that the tenants received their first notice of the existence of the Rent Adjustment Program (RAP Notice) in 2012 and they also received the RAP Notice with subsequent rent increases.

Prior Hearing Decisions Regarding Decreased Housing Services

At the time of the hearing, the parties agreed that the loss of the wooden patio deck, issues with the patio door and handle, and heating vent leak were previously raised, addressed, and adjudicated in cases T15-0374, T16-0175, T17-0327, T18-0238, and T18-0305. As such, the only remaining issues to be addressed are as follows: (1) Gas Heater; (2) CO/Smoke Detector; and (3) Electric Breaker.

Gas Heater: The tenants testified that their gas heater stopped working in November of 2018, and wasn't repaired until January 31, 2019. They reported the issue to the owner in November of 2018, and the owner attempted repairs but the gas heater stopped working again. A new contractor was hired and the gas heater was repaired on January 31, 2019.

The property manager testified that he was not notified of the issue with the gas heater until December of 2018. He further testified that the repair required multiple visits and the delay in completing repairs was due to difficulty coordinating repairs with the tenants. He confirmed that the gas heater was repaired on January 31, 2019.

CO/Smoke Detectors: The tenants testified that an Inspector from the City of Oakland Code Enforcement Services conducted an inspection of the subject unit on March 11, 2019, and noted that a CO/Smoke detector was missing in the living room. The owner installed a CO/Smoke detector in July of 2019, but installed it on the support beam instead of the ceiling.

The property manager testified that he was not aware that the CO/Smoke detector in the living room was missing until the inspection on March 11, 2019. Prior to that, it was his understanding that all CO/Smoke detectors were in working order. Once he became aware of the issue, he attempted to coordinate installation of a new CO/Smoke detector on multiple occasions but the tenants were unresponsive and it was very difficult to schedule a time with them to install the CO/Smoke detector. He was eventually able to coordinate repairs and a CO/Smoke detector was installed in the living room and in the hallway in July of 2019.

Electric Breaker: The tenants testified that the electric breaker short circuits if the stove, dishwasher, and television are all on at the same time. The property manager

¹ T15-0374, T16-0175, T17-0327, T18-0238 and T18-0305.

testified that his electrician looked at the problem and told him that the tenants are overloading the circuit breaker. If the tenants don't turn everything on at once, they won't have any issues with the circuit breaker.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered 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 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. The tenants have 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.

Gas Heater: The property manager testified credibly that he was notified of this issue in December of 2019 and the gas heater was repaired in January of 2019. The property manager was responsive and any delay in completing repairs was due to difficulty coordinating and communicating with the tenants. The property manager's response was reasonable and compensation for this claim is denied.

CO/Smoke Detectors: A CO/Smoke detector was installed in the living room after the property manager was notified that it was missing. The property manager testified credibly that the delay in installing the CO/Smoke detector was due to difficulty communicating and coordinating with the tenants, who insisted on being present for all repairs. The issue has been resolved and compensation for this claim is denied.

Electric Breaker: The tenants testified that the circuit breaker short circuits if multiple appliances are on at the same time. The property manager testified credibly that the tenants are overloading the circuit breaker, and if they stop turning everything on at once, the circuit breaker won't short circuit. This issue does not affect the habitability of the unit, and compensation for this claim is denied.

ORDER

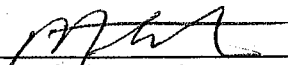
1. The Tenant Petitions T19-0186 and T19-0235 are denied.
2. The claims for decreased housing services are denied.

² O.M.C. §8.22.070(F)

³ O.M.C. §8.22.110(E)

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: December 20, 2019



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0186; t19-0235

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

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

Documents Included

Hearing Decision

Owner

Ted Dang, 421 Associates
1305 Franklin Street Suite 500
Oakland, CA 94612

Owner Representative

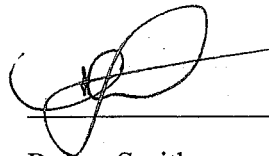
Allen Sam
1305 Franklin Street #500
Oakland, CA 94612

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



Raven Smith

Oakland Rent Adjustment Program

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	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp: 2020 JAN 13 AM 9:50
		<u>APPEAL</u>

Appellant's Name CARLOS Glenda Didrickson		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 2230 LAKESHORE AVE #7 OAKLAND, CA. 94606		
Appellant's Mailing Address (For receipt of notices) SAME		Case Number T19-0186 T19-0235
		Date of Decision appealed 1-13-2020
Name of Representative (if any)		Representative's Mailing Address (For notices)

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*
 PLEASE Refer to Letter Dated 1-14-20

For more information phone (510) 238-3721.

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

(PLEASE REFER TO LETTER DATED 1-14-20)

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 1-13-20, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	TED DANG 421 ASSOCIATES
Address	1305 FRANKLIN ST. SUITE 500
City, State Zip	OAKLAND, CA. 94612
Name	Allen Sam
Address	1305 FRANKLIN ST. ST500
City, State Zip	OAKLAND, CA 94612

Carlos Dadech Blanka Dadech	1-13-20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

BOYE

W PLEASE REFER TO LETTER DATED 1-14-20 WHICH REFERS TO
ME TRYING TO GET COPIES OF AUDIO FOR THE SEPT 28 HEARING IN 2019
AND DISCREPANCIES IN THE HEARING DECISION - WAS DENIED TO
SPEAK ABOUT UNRESOLVED ISSUES ALONG WITH THE BUILDING INSPECTOR'S
REPORT ON HEALTH & SAFETY VIOLATIONS

CALLS [Signature] 1-13-20

Commonwealth Management
- REAL ESTATE -
BRE#: 00821583

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2020 JAN 15 AM 11:57

January 15th, 2020

City of Oakland
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612

RC/MA

RE: T19-0186 & T19-0235 Appeal Response

421 Associates recently received a copy of an appeal dated January 13th, 2020 from Carlos & Glenda Didrickson, protesting the decisions of previous cases T19-0186 & T19-0235. They allege the decisions made by the Rent Adjustment Board is not supported by substantial evidence.

Ironically, their appeal lacks in anything substantive to respond to.

On the appeal that we received dated 1-13-2020, they attached a letter dated 1-13-2020 asking the reader to refer to "the letter dated 1-14-2020" – which was not included. They either forgot to or decided not to include "the letter dated 1-14-2020". It is also possible that the letter wasn't written yet (assuming that the dates on all the documents are accurate). There seemed to be plenty of space on the letter attached for Carlos & Glenda Didrickson to state their case, but they elected not to.

421 Associate's position on the matters previously adjudicated by the RAP Board remain consistent. We continue to comply with all the terms of the previous decisions, and will defend ourselves against further appeals.

421 Associates expects that Carlos & Glenda Didrickson will continue to appeal as long as they have the ability to, as they have had for several years now. We reluctantly participate out of respect for the RAP Board's procedural process, but we hope the RAP Board can review the progression of this dispute over time, and see how silly and redundant having to deal with this situation has become.

Regards,



Allen Sam
Commonwealth Management

PS: We have attached our copy of the appeal sent to us by the Didricksons for your review.

RECEIVED

APPEAL: T19-0186
T19-0235

DEC -9 2020

RENT ADJUSTMENT PROGRAM
OAKLAND

RECEIVED
RENT ADJUSTMENT PROGRAM
2020 JAN 27 PM 12:37

INTRODUCTION

Carlos and Glenda Didrickson are submitting this appeal in response to the RAP decision entered on December 20, 2019 by Maimoona S. Ahmad.

During the course of over two weeks, I, Carlos Didrickson, contacted the RAP (numerous times) in an effort to obtain the documentary record necessary to prepare this appeal. However, because of bureauratic red tape, I did not receive all of the requested record until January 13, 2020, the very last day for the timely filing of the RAP appeal form.

In the appeal record, I have included a letter to the RAP Manager/Director, dated January 14, 2020. This letter has provided (in detail) my unsuccessful efforts to receive the requested information in a reasonable and timely manner. Also, because of the bureaucratic problems I have experienced in obtaining the RAP record, I asked for additional time to submit this appeal. However, inexplicably, I was not afforded additional time.

My appeal will be based on two grounds. First, the fact that the hearing officer's decision is not supported by substantial evidence (E). And secondly, the fact that the decision (OTHER) is based on personal bias in favor of the landlord/owner (H).

ARGUMENT

According to RAP rules and Board regulations, a landlord has 35 days to respond to a petition submitted by a tenant. However,

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Commonwealth did not submit a response until July 11, 2019, almost five full months after the tenants' petitions were filed.

In her ruling, Ms. Ahmad indicated that Commonwealth had filed a "timely" response in this matter. However, not only is this statement erroneous and false, it clearly is not supported by substantial evidence.

This fact also is important because the landlord was afforded additional rights and privileges against me. Rights, privileges and advantages that Commonwealth would not otherwise have had. Moreover, a decisive preference of this magnitude suggests real bias against me.

I became even more aware of this bias during the course of the hearing on September 24, 2019. During the hearing, only three issues were actually addressed--even though I did present evidence of two additional issues in my petitions.

The three issues addressed at the hearing were my problems with the gas heater, CO/smoke detector and the electric breaker.

While discussing problems with my CO/smoke detector, I explained that (because I am retired) I would be at home to let the repairman in at any given time. In addition, a review of the CD recording will show that I never insisted on being present because I would actually be at home any way. More importantly, however, is Ms. Ahmad's assertion that the issue had been resolved. It has not been resolved, and I informed her of that fact.

Why did Ms. Ahmad simply ignore my claim? While it is true that a CO/smoke detector was installed, it has never worked properly and still needs to be replaced.

In addition to the above, Ms. Ahmad's ruling that the issue had been resolved is not supported by substantial evidence. When

I submitted my petition (T19-0235), I attached a copy of the NOTICE OF VIOLATION issued by the City of Oakland. The notice documented the problems relating to the CO/smoke detector, the broken patio door handle, leaking bedroom vent and the defective electrical breaker. More importantly, I explained to Ms. Ahmad that these problems still remained unresolved. I am attaching another copy of the NOTICE OF VIOLATION.

On January 21, 2020, the Building Inspector, Mr. Randy Schimm, returned to my unit and noted/documented the above-referenced problems in a second NOTICE OF VIOLATION. Not much has actually changed. Furthermore, according to Mr. Schimm, the second notice will go out later this week.

In addressing the electrical breaker issue, a review of the CD recording will reveal evidence of clear bias by Ms. Ahmad. How exactly? When Allen Sam testified during the hearing, he openly admitted that he ^{was} not an electrician and actually knew nothing about electrical matters. However, as a solution to the electrical breaker problem, he suggested that we just stop turning everything on at once.

Well, there were no facts or statements suggesting that we turned everything on at once. We simply mentioned that our electricity went dead when the stove and oven were on at the same time. This is normal stuff; nothing out of the ordinary here.

In addition to the above, When Ms. Ahmad suggested that Allen Sam (Property Manager) "credibly testified" that we are overloading the circuit breaker and should stop turning everything on at once, she actually was assuming facts not in evidence. Was Allen Sam

even there? NO! Was Ms. Ahmad there? NO! More importantly, neither I nor my wife said anything about turning everything on at once. A review of the CD recording will substantiate this.

Consequently, Ms. Ahmad's determination that Allen Sam testified credibly was based on nothing short of sheer bias. In addition, there no facts to suggest that Allen Sam knew anything about how or why the electrical overload occurred. It was all speculation, and Ms. Ahmad just ate it all up. Moreover, our inability to cook meals at home does materially affect habitability. Therefore, our claim for an offset should be respected.

Also, Ms. Ahmad's ruling is not supported by substantial evidence for yet another reason. Even though the problem with my patio sliding door handle and leaking bedroom vent are specifically noted in the NOTICE OF VIOLATION (dated 3/11/19), she would not address these very real and legitimate issues at the hearing or in her decision.

CONCLUSION

Given the potential for disparate and/or material issues of fact in this matter, I am asking that this case be referred to a hearing before the Rent Board. Also, given the foregoing, I am asking that the previous ruling be reversed and that we receive decreased housing services consideration for the heater, smoke detector, electrical breaker, broken patio door handle and leaking bedroom vent.



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

Housing and Community Development Department
Rent Adjustment Program

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

**Housing, Residential Rent
and Relocation Board (HRRRB)**

APPEAL DECISION

CASE NUMBER: T19-0186, T19-0235, Didrickson v. Commonwealth Co.

APPEAL HEARING: April 8, 2021

PROPERTY ADDRESS: 2230 Lakeshore Avenue, No. 7
Oakland, CA

APPEARANCES: Carlos Didrickson Tenant Appellant
Eric Wright Tenant Appellant Representative
Ted Dang Owner Respondent

BACKGROUND

On February 5, 2019, tenants Glenda Didrickson and Carlos Didrickson filed a petition alleging the following decreased housing services:

- Gas heater not working 11/18 to 1/31/19.
- Patio not replaced (patio boards removed 2/17 with no legal permit).
- Bedroom vent leaks rainwater when heavy rain.
- Patio door handle broken; door frame separates from glass.

The RAP staff sent the owner a copy of the tenant petition on June 25, 2019. The owner filed a timely response to the tenants' petition on July 11, 2019.

On March 26, 2019, the tenants filed a second supplemental petition alleging health and safety code violations in addition to the claim of decreased housing services, including:

- No legal permit to remove patio deck.
- No legal permit to install heating duct on roof above bedroom.
- Water dripping from heater duct in bedroom.
- Sliding patio door frame handle broken, frame shows a gap and separates from glass door.

- Electrical breaker trips when multiple appliances on.
- No smoke/carbon dioxide detector in the living room.

The second tenant petition cited a building inspection performed by the City of Oakland on March 11, 2019 and included as an attachment documentation related to said inspection.

The owner did not file a response to the second petition (T19-0235).

The hearing on the tenants' petitions took place on September 24, 2019. Both parties were present.

RULING ON THE CASE

The Hearing Officer issued a Hearing Decision on December 23, 2019, denying the tenants' petitions. At the start of the hearing, the Hearing Officer noted that the tenants' petition listed various claims that had already been decided in prior hearing decisions, of which the Hearing Officer took official notice¹. The hearing was therefore limited in scope to only three items in the petitions which had not been addressed in prior cases: the gas heater, the smoke/carbon monoxide detectors, and the electric breaker.

The claim regarding the gas heater was denied on the grounds that, based on the owner's testimony, the heater had been repaired, the owner's response to the repair request had been reasonable, and that any delay in completing the repair was due to difficulty coordinating and communicating with the tenants.

The claim regarding the smoke/carbon monoxide detectors was also denied on the grounds that, based on the owner's testimony, a detector had been installed, the issue had been resolved, and that any delay in installing the detector was due to difficulty communicating and coordinating with the tenants, who insisted on being present for all repairs.

The claim regarding the electric breaker was denied based on the owner's testimony that the tenants were overloading the circuit breaker, that if the tenants stopped turning everything on at once the breaker would not short circuit, and that this issue did not affect the habitability of the unit.

GROUND FOR APPEAL

On January 13, 2020, the tenants filed an appeal on the grounds that the hearing decision was not supported by substantial evidence. The tenants also alleged that they were denied an opportunity to speak about unresolved issues during the hearing, along with the building inspector's report on health and safety violations.

¹ See Case Nos. T15-0374, T16-0175, T17-0327, T18-0238 and T18-0305.

On January 27, 2020, the tenants filed a supplemental explanation of the grounds for their appeal, raising the following issues:

- 1) The Hearing Officer was biased and gave preferential treatment towards the property owner.
- 2) The hearing decision is not supported by substantial evidence.

The tenants contend that only three issues were addressed in the hearing even though the tenants presented evidence of two additional issues in their petitions.

- a. The CO-smoke detector issue had not in fact been resolved, which the tenant stated during the hearing and which was reflected in the Notice of Violation submitted with the tenants' petition. The tenants also disputed insisting on being present for this repair.
- b. The finding regarding the electric breaker was not supported by substantial evidence because the property manager who testified on this issue was not an electrician and knew nothing about electrical matters, the tenants never stated that the problem only occurred when everything was turned on at once, and the conclusion that the problem would be resolved by not turning on everything at once was not supported by fact. Moreover, the tenants disputed that the issue did not affect habitability.
- c. The problems with the patio door handle and leaking bedroom vent should have been addressed but were not.

BOARD APPEAL DECISION

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, A. Graham made a motion to remand the case to the Hearing Officer. R. Stone offered a friendly amendment to remand the case to the Hearing Officer to address only (1) whether the issues in the March 19, 2019, Notice of Violation were resolved, (2) if the issues constituted reduction of housing service, and, if so, (3) the value, if any, of the reduction, with the parties allowed to submit new evidence on remand only with regard to the Notice of Violation and any subsequent City action regarding that Notice. A. Graham accepted the amendment. R. Stone seconded the motion.

The Board voted as follows:

Aye: T. Hall, R. Auguste, R. Stone, A. Graham, S. Devuono-Powell
Nay: K. Friedman
Abstain: 0

The Motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

5/7/21

CHANEE FRANKLIN MINOR	DATE
BOARD DESIGNEE	
CITY OF OAKLAND	
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD	

PROOF OF SERVICE
Case Number T19-0186

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

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

Documents Included

Appeal Decision

Owner

Ted Dang, 421 Associates
1305 Franklin Street Suite 500
Oakland, CA 94612

Owner Representative

Allen Sam
1305 Franklin Street #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 **May 07, 2021** in Oakland, CA.

Brittni Lothlen _____

Brittni Lothlen
Oakland Rent Adjustment Program

000070

PC

RECEIVED

SEP 27 2021

RENT ADJUSTMENT PROGRAM
OAKLAND

September 20, 2021

Ms. M.S. Ahmad
Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, Calif. 94612

RE: T19-0186
T19-0235

Dear Ms. Ahmad:

At the scheduled hearing on September 24, 2019, I provided you with a copy of our tenant complaint, dated March 11, 2019 and the Notice of Violation issued by the City of Oakland, dated March 19, 2019. I am resubmitting copies to you now, exhibits one and two.

In addition, I have included the two subsequent reinspection notices issued by the City of Oakland, dated February 10, 2020 and June 18, 2021 (exhibits three and four). Furthermore, in spite of all these notices issued to him by the City of Oakland, Ted Dang has stubbornly refused to correct these violations or make the mandated requests for repairs.

In order to make certain this document package is not lost or discarded, I am submitting it to you via e-mail and priority mail delivery. Also, as requested, I have provided a copy to Ted Dang.

Sincerely,



Carlos Didrickson

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Request for Service: Tenant Complaint

Property Address: 2230 LAKESHORE AVE. Unit No. #17 Inspection Date: 3/
Complaint No. 1900895 Inspector: Randy Schimm Phone No. (510) 238-3846
Complainant's Name: CARLOS DIDICKSON 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: SLANG 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 Didickson Date: 3-11-19



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

2

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.

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 Parcel Number](#) [Property List](#) [Assessments](#) [Property Details](#) [GIS Parcel Map](#) [Alameda County Web Site](#) [Use Codes](#)

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

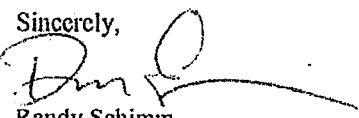
Description of Violation	Required Action	OMC Section

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 Processing Fee	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Reschedule Hearing	\$ 931.00
	\$ 329.00

Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee



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
inspectioncounter@oaklandca.gov

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

3

RE-INSPECTION NOTICE

February 10, 2020

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
Notice of Violation Date: March 19, 2019
Re-inspection Date: February 26, 2020

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 **January 21, 2020** and:

- Determined partial violation corrections were completed but the violations marked below continue to be present.
- Re-confirmed the violations of the Oakland Municipal Code (OMC) marked below are present.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
	Building Maintenance (Code)		
	*****Previous Violations Included*****		
X	Unapproved mechanical warm air duct installed on roof of building without permits.	Roof/bedroom	15.08.260 15.08.120 15.08.140
X	Smoke/CO detector fell off ceiling mount.	Replace	15.08.320
X	Cracks in drywall at bedroom ceiling/warm air vent area	Repair/refinish	15.08.050 15.08.230 O

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.



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

inspectioncounter@oaklandca.gov

RE-INSPECTION NOTICE

June 18, 2021

Certified and Regular mail

To: 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
Notice of Violation Date: 03/19/2019

Correction not later than: 07/07/2021
Re-inspection timeline: 007/07/2021 or 07/08/2021

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

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 04/28/2021 and:

- Determined partial violation corrections were completed but the violations marked below continue to be present.
- Re-confirmed the violations of the Oakland Municipal Code (OMC) marked below are present.

Photo	Description of Violation	Location	OMC Section
Property Maintenance			
X	Blight - Open storage at garage. *****Abated*****	Parking garage	8.24.020 D 10 8.24.040
Building Maintenance			
X	Garage light bulbs are too dim and/or burnt out causing tripping hazard at step up. Verified circuit breaker trips off when using range. *****Not Abated*****	Replace bulbs to make well light area for tenants. Consult electrical professional to resolve electrical wiring problem.	15.08.050 15.08.260 C 15.08.260 C 15.08.120 15.08.140



CITY OF OAKLAND

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

Planning & Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Inspections, Permits and Code Enforcement Services

www.oaklandca.gov

Property Address: 2230 Lakeshore AVE

Complaint #: 1900895

Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
Verified Smoke detectors not fastened to mount. *****Abated*****	Secure smoke detectors to mount.	15.08.320
Verified Sliding patio door handle broken and loose.****Not Abated****	Replace handle and fasten securely.	15.08.050
Verified ceiling and vent at bedroom have previous water damage.*****Not Abated*****	Replace vent and repair/refinish ceiling in an approved manner.	15.08.050 15.08.230 N

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,

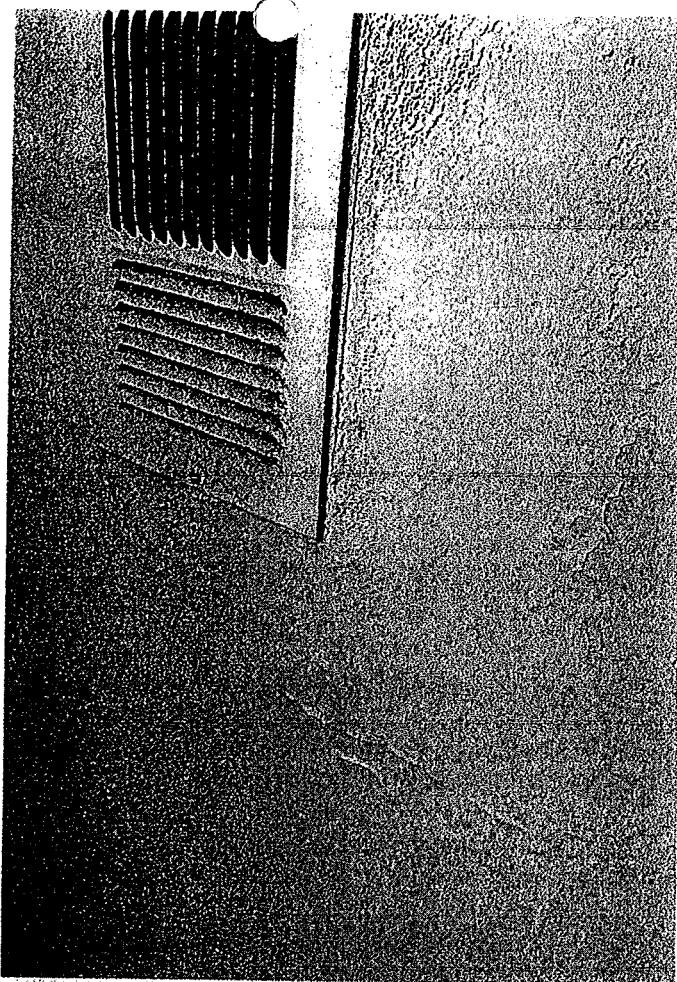


Digitally signed by Randy Schimm
Date: 2021.04.30 11:41:44 -0700

Specialty Combination Inspector

Enclosures as applicable:

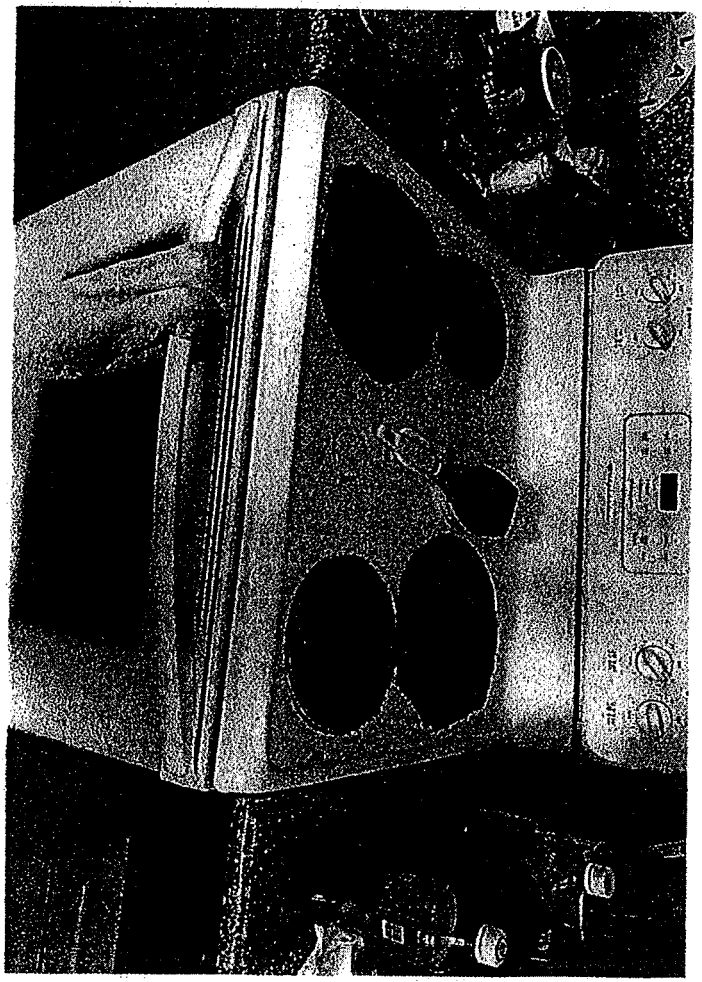
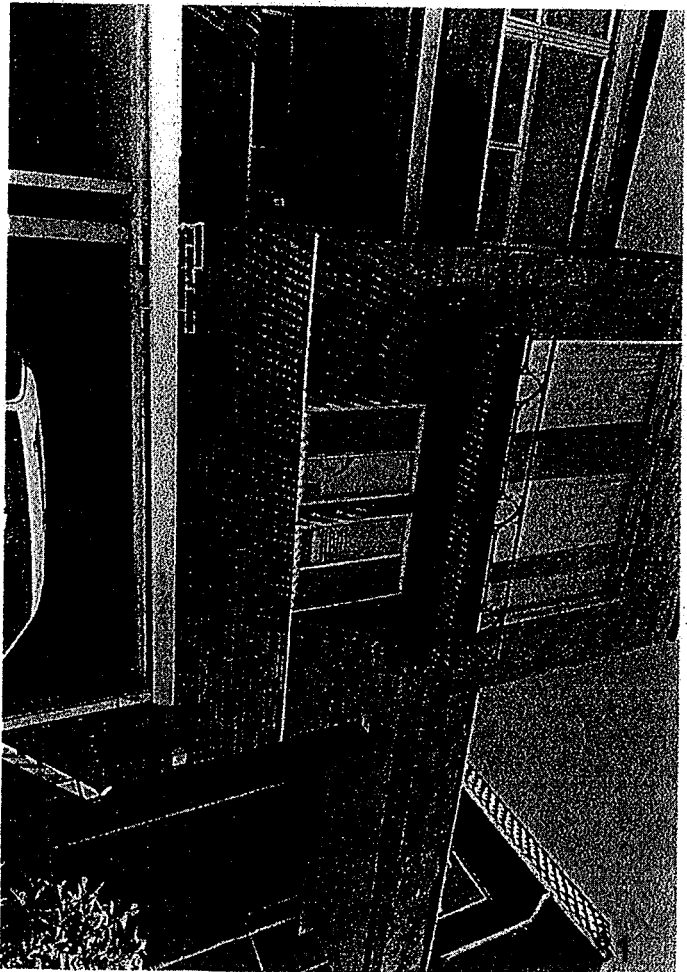
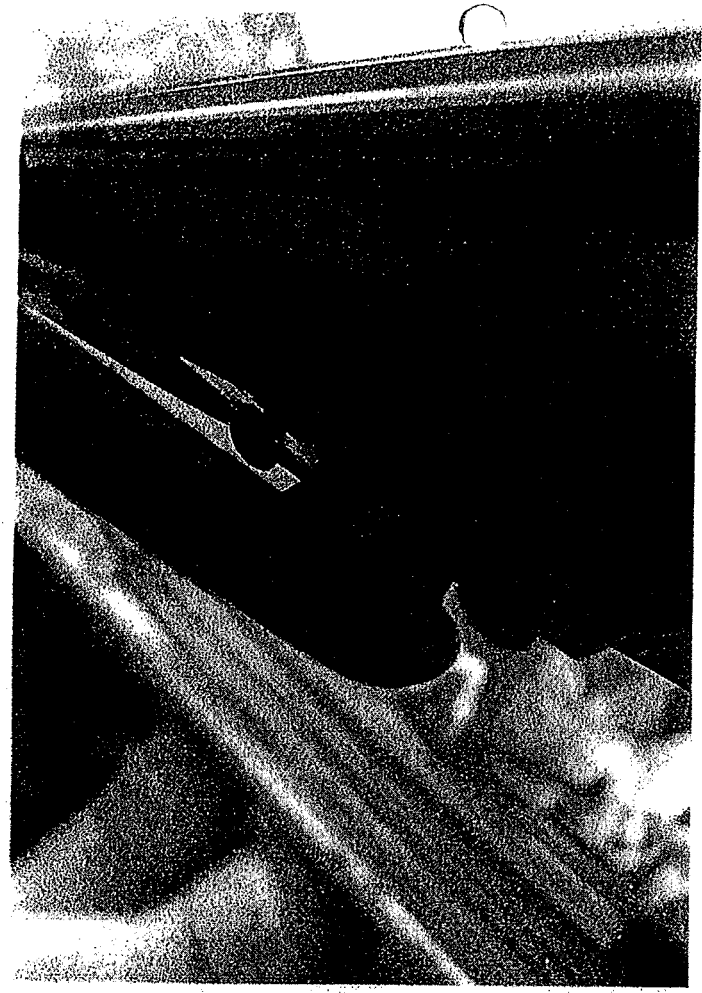
- | | | |
|--|---|---|
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| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |



CASE# 1900895

2230 LAKE SHORE AVE, #

5-18-2021



9-25-21
(2) 5

From: Allen Sam
Sent: Friday, January 10, 2020 7:33 PM
To: marvinishai3022@gmail.com
Subject: Re: Heater in Carlos: Apartment

I don't know that phrase. Is he saying that it doesn't work?

Allen

On Fri, Jan 10, 2020 at 5:31 PM <marvinishai3022@gmail.com> wrote:

Hi Allen,

Carlos told me this morning that a heater in his apartment is still on the blink. Would you look into this. I really don't know much about this issue, but apparently Carlos has contacted Commonwealth about this before.

Let me know if I can help.

Thanks,

Marvin

Sent from Mail for Windows 10

Allen Sam
Commonwealth Companies
1305 Franklin Street Suite 500
Oakland, CA 94612
DRE# 01905720

000082

9-205-21 (1)

Notice To Enter Dwelling Unit/Premises

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to all persons in the premises located at: **2230 Lakeshore Avenue Unit #7 , Oakland, CA 94606.**

Owner/ Agent or Owner's/ Agent's employee(s) will enter said premises, all storage areas and common areas on or about:

Tuesday, February 18th, 2020 between 10:00 AM – 4:00 PM

for the reason below,

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- **8. To exhibit the rental unit to workman, contractors and/or inspectors**
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To install, repair, test and/or maintain the smoke detector
- 12. When the resident has abandoned or surrendered the premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by resident

You **DO NOT** need to be present for the inspection.

000083

18th-19th february no show

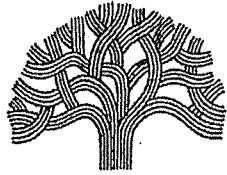
From: 510 (dtribe510@yahoo.com)

To: asam@commonwealthpropco.com

Date: Wednesday, February 19, 2020, 07:54 PM PST

i waited here both days february 18th and the 19th as per your notices that you put under the doorthanks for nothing.....replacing patio equals closure.....carlos apt 7 2230 lakeshore ave 94606.....commonwealth once offered me money to move and it would cost you less money to replace the patio.....i am just trying to save you money 😊

<u>LOST HOUSING SERVICES</u>	<u>DATE OF LOSS</u>	<u>NOTICE OF LOSS</u>	<u>VALUE OF LOSS PER MONTH</u>
Leaking heater vent	DEC, 2012	SEPT, 2013	\$45
Broken patio door handle	AUG, 2013	SEPT, 2013	\$20
Electrical Curcuit Breaker	FEB, 2013	SEPT, 2013	\$65
Broken Smoke/CO Detector	JAN, 2013	SEPT, 2013	\$35



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

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) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 3) File a completed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 9 / 25 / 21 I served a copy of (check all that apply):

- TENANT PETITION** plus 15 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- Other: _____

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Commercial Carrier.** I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.
- 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	TED DANG
Address	1385 FRANKLIN ST #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

9-25-21

DATE SIGNED

**BACK UP INFORMATION ON HEARINGS T19-0186 AND T19-0235
2230 LAKESHORE AVENUE, APT 7, OAKLAND, CA. 94606**

CIRCUIT BREAKER – THERE HAS BEEN NO CHANGE IN THE ELECTRICAL SYSTEM SINCE TENANT MOVED IN 12/2006. LICENSED ELECTRICIAN HAS CONFIRMED THAT TRIPPING CAN BE CAUSED BY TENANT OVERLOADING CIRCUIT. HEARING OFFICER FOR THE CITY OF OAKLAND RENT ADJUSTMENT PROGRAM INSPECTED STOVE IN 2015, FOUND NO PROBLEM WITH OVERLOADING. TENANT ADVISED TO BALANCE ELECTRIC USE BY USING DIFFERENT OUTLETS. (See attached excerpt from City hearing officer #2)

SMOKE DETECTORS – TWO NEW COMBINATION CO2/SMOKE DETECTORS WERE INSTALLED AROUND 4/2019. (See photos #3a/3b). THESE WERE KIDDE UNITS WITH 10 YEAR BATTERIES. TENANT CLAIMS BOTH UNITS FELL DOWN ON THEIR OWN AND ARE NOT WORKING. SEVERAL ATTEMPTS WERE MADE TO ARRANGE FOR REPAIR/REPLACEMENT BUT TENANT WAS NOT COOPERATIVE. (appointment scheduled for 4/19/21 was properly noticed but tenant cancelled abruptly by contacting city building inspector. (See 4a/4b/4c)

ANOTHER APPOINTMENT WAS MADE FOR 5/14/21. TWO NEW COMBINATION CO2/SMOKE DETECTORS WERE INSTALLED. TWO ADDITIONAL BATTERY OPERATED DETECTORS WERE INSTALLED IN BEDROOMS. ONE OF THE BEDROOM SMOKE DETECTORS WAS MISSING A BATTERY BUT WORKED FINE. (See 4d)

SLIDING PATIO DOOR HANDLE - OWNER WAS ORDERED TO REMOVE UNPERMITTED DECK IN 2013. PERMIT WAS TAKEN OUT TO REPLACE PATIO DECK AND REPLACE PATIO DOOR WITH FIXED WINDOW. TENANT REFUSED TO ALLOW CONTRACTOR TO PROCEED WITH WORK. (See 7a/7b/7c)

IN 2017, THE ROOF UNDERNEATH THE DECK WAS IN NEED OF REPLACEMENT AND THE DECK WAS REMOVED TO ALLOW REPLACEMENT. TENANT WAS GIVEN A CREDIT ON THE RENT FOR THE LOSS OF USE OF THE DECK.

TENANT SHOULD NOT BE STEPPING ON THE ROOF TO AVOID CREATING LEAKS. TENANT IS NO LONGER IS ENTITLED TO ACCESS ROOF AREA BUT HAS CONTINUED TO USE THE ROOF TO STORE POTTED PLANTS AND TO MAINTAIN UNAUTHORIZED SURVEILLANCE CAMERAS. (See photos #6)

PATIO DOOR HANDLE WAS LAST REPAIRED APRIL 2019 (See 2019 letters) HOWEVER CONTINUED, UNAUTHORIZED USE OF ROOF HAS CAUSED THE PATIO DOOR LOCK TO BECOME LOOSE. (See attached photos).

BEDROOM HEATER VENT TENANT CLAIMS HEATER VENT LEAKS WHENEVER IT RAINS. BOTH MNJ ROOFING (LICENSED ROOFERS) AND AT MECHANICAL (LICENSED MECHANICAL CONTRACTORS) HAVE EXAMINED THE ROOF AND DUCT ABOVE THE VENT AND COULD FIND NO EVIDENCE OF LEAKS. THERE IS SOME RUST ON ONE SIDE OF THE VENT AND ONE THEORY IS THAT THE RUST IS CAUSED BY CONDENSATION. TENANT CLAIMS HE HAS VIDEO OF WATER LEAKING BUT HAS REFUSED TO SHOW IT.

Tenant Ledger					
Carlos Didrickson (cardid)					
2230 Lakeshore Ave #5					
Date	Description	Charges	Payments	Balance	Comments
				\$ (3,159.74)	
1/1/2017	Rent	\$ 2,587.63		\$ (572.11)	(\$2895.73 base rent less \$308.10)
1/5/2017	chk# 1612		\$ 2,587.63	\$ (3,159.74)	
2/1/2017	Rent	\$ 2,587.63		\$ (572.11)	
2/3/2017	chk# 1615		\$ 2,587.63	\$ (3,159.74)	
2/8/2017	2017 rent fee	\$ 34.00		\$ (3,125.74)	
3/1/2017	Rent	\$ 2,587.63		\$ (538.11)	
3/3/2017	chk# 1617		\$ 2,587.63	\$ (3,125.74)	
3/3/2017	chk# 1618		\$ 34.00	\$ (3,159.74)	
4/1/2017	Rent	\$ 2,619.14		\$ (540.60)	(\$2983.31 base rent - \$364.17)
4/5/2017	chk# 1620		\$ 2,587.63	\$ (3,128.23)	per T17-0327
5/1/2017	Rent	\$ 2,619.14		\$ (509.09)	
5/3/2017	chk# 1622		\$ 2,587.63	\$ (3,096.72)	
6/1/2017	Rent	\$ 2,619.14		\$ (477.58)	
6/1/2017	credit for fan	\$ (35.63)		\$ (513.21)	
6/6/2017	chk# 1624		\$ 2,552.00	\$ (3,065.21)	
7/1/2017	Rent	\$ 2,619.14		\$ (446.07)	
7/6/2017	chk# 1626		\$ 2,619.00	\$ (3,065.07)	
8/1/2017	Rent	\$ 2,619.14		\$ (445.93)	
9/1/2017	Rent	\$ 2,983.31		\$ 2,537.38	(\$2983.31 base rent restored)
9/6/2017	chk# 1630		\$ 2,619.00	\$ (81.62)	per T16-0175
10/1/2017	Rent	\$ 2,983.31		\$ 2,901.69	
10/3/2017	chk# 1632		\$ 2,619.00	\$ 282.69	
11/1/2017	Rent	\$ 2,983.31		\$ 3,266.00	
11/3/2017	chk# 1634		\$ 2,619.00	\$ 647.00	
12/1/2017	Rent	\$ 2,983.31		\$ 3,630.31	
12/5/2017	chk# 1636		\$ 2,619.00	\$ 1,011.31	
1/1/2018	Rent	\$ 2,517.95		\$ 3,529.26	(\$2983.31 base rent - \$298.33 deck-167.03)
1/2/2018	chk# 1638		\$ 2,517.95	\$ 1,011.31	per T17-0141 and T17-0327 order 4 & 5
2/1/2018	Rent	\$ 2,517.95		\$ 3,529.26	
2/2/2018	chk# 1641		\$ 2,517.54	\$ 1,011.72	
2/8/2018	2018 rent fee	\$ 34.00		\$ 1,045.72	
3/1/2018	Rent	\$ 2,517.95		\$ 3,563.67	

3/5/2018	chk# 1643		\$ 34.00	\$ 3,529.67				
3/5/2018	chk# 1645		\$ 2,517.54	\$ 1,012.13				
4/1/2018	Rent	\$ 2,517.95		\$ 3,530.08				
4/2/2018	chk# 1647		\$ 2,517.54	\$ 1,012.54				
5/1/2018	Rent	\$ 2,517.95		\$ 3,530.49				
5/4/2018	chk# 1651		\$ 2,517.54	\$ 1,012.95				
6/1/2018	Rent	\$ 2,517.95		\$ 3,530.90				
6/4/2018	chk# 1652		\$ 2,517.54	\$ 1,013.36				
7/1/2018	Rent	\$ 2,517.95		\$ 3,531.31				
7/3/2018	chk# 1654		\$ 2,517.54	\$ 1,013.77				
8/1/2018	Rent	\$ 2,517.95		\$ 3,531.72				
8/3/2018	chk# 1656		\$ 2,517.54	\$ 1,014.18				
9/1/2018	Rent	\$ 2,517.95		\$ 3,532.13				
9/5/2018	chk# 1659		\$ 2,517.54	\$ 1,014.59				
10/1/2018	Rent	\$ 2,684.98		\$ 3,699.57				(\$2983.31 base rent - \$298.33 deck)
10/5/2018	chk# 1661		\$ 2,517.54	\$ 1,182.03				per T17-0141 and T17-0327 order 5
11/1/2018	Rent	\$ 2,786.41		\$ 3,968.44				(\$3084.74 base rent - \$298.33 for loss of deck)
11/5/2018	chk# 1662		\$ 2,517.54	\$ 1,450.90				per T18-0305 order 4
12/1/2018	Rent	\$ 2,786.41		\$ 4,237.31				
12/7/2018	chk# 1665		\$ 2,517.54	\$ 1,719.77				
1/1/2019	Rent	\$ 2,786.41		\$ 4,506.18				
1/4/2019	chk# 1667		\$ 2,517.54	\$ 1,988.64				
2/1/2019	Rent	\$ 2,786.41		\$ 4,775.05				
2/4/2019	chk# 1670		\$ 2,517.54	\$ 2,257.51				
3/1/2019	Rent	\$ 2,953.44		\$ 5,210.95				(\$3084.74 base rent - \$298.33 deck)
3/1/2019	2019 rent fee	\$ 34.00		\$ 5,244.95				per T18-0305 order 4
3/4/2019	chk# 1672		\$ 2,517.54	\$ 2,693.41				
3/4/2019	chk# 1673		\$ 34.00	\$ 2,659.41				
4/1/2019	Rent	\$ 2,953.44		\$ 5,612.85				
4/3/2019	chk# 1676		\$ 2,517.54	\$ 3,095.31				
5/1/2019	Rent	\$ 2,953.44		\$ 6,048.75				
5/3/2019	chk# 1680		\$ 2,517.54	\$ 3,531.21				
6/1/2019	Rent	\$ 2,953.44		\$ 6,484.65				
6/4/2019	chk# 1683		\$ 2,517.54	\$ 3,967.11				
7/1/2019	Rent	\$ 2,786.41		\$ 6,753.52				(\$3084.74 base rent - \$298.33 deck)
7/3/2019	chk# 1686		\$ 2,517.54	\$ 4,235.98				per T18-0305 order 4
8/1/2019	Rent	\$ 2,786.41		\$ 7,022.39				

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8/5/2019	chk# 1687		\$ 2,517.54	\$ 4,504.85			
9/1/2019	Rent	\$ 2,894.37		\$ 7,399.22	(\$3192.70 base rent - \$298.33 for deck)		
9/5/2019	chk# 1692		\$ 2,517.54	\$ 4,881.68	3.5% allowed increase		
10/1/2019	Rent	\$ 2,894.37		\$ 7,776.05			
10/2/2019	chk# 1695		\$ 2,517.54	\$ 5,258.51			
11/1/2019	Rent	\$ 2,894.37		\$ 8,152.88			
11/4/2019	chk# 1698		\$ 2,517.54	\$ 5,635.34			
12/1/2019	Rent	\$ 2,894.37		\$ 8,529.71			
12/2/2019	chk# 1703		\$ 2,517.54	\$ 6,012.17			
1/1/2020	Rent	\$ 2,894.37		\$ 8,906.54			
1/6/2020	chk# 1706		\$ 2,517.54	\$ 6,389.00			
2/1/2020	Rent	\$ 2,894.37		\$ 9,283.37			
2/1/2020	2020 rent fee	\$ 50.50		\$ 9,333.87			
2/4/2020	chk# 1708		\$ 2,517.54	\$ 6,816.33			
2/21/2020	chk# 1711		\$ 50.50	\$ 6,765.83			
3/1/2020	Rent	\$ 2,894.37		\$ 9,660.20			
3/4/2020	chk# 1713		\$ 2,517.54	\$ 7,142.66			
4/1/2020	Rent	\$ 2,894.37		\$ 10,037.03			
4/17/2020	chk# 1715		\$ 2,517.54	\$ 7,519.49			
5/1/2020	Rent	\$ 2,894.37		\$ 10,413.86			
5/5/2020	chk# 1717		\$ 2,517.54	\$ 7,896.32			
6/1/2020	Rent	\$ 2,894.37		\$ 10,790.69			
6/5/2020	chk# 1720		\$ 2,517.54	\$ 8,273.15			
7/1/2020	Rent	\$ 2,894.37		\$ 11,167.52			
7/3/2020	chk# 1722		\$ 2,517.54	\$ 8,649.98			
8/1/2020	Rent	\$ 2,894.37		\$ 11,544.35			
8/5/2020	chk# 1725		\$ 2,517.54	\$ 9,026.81			
9/1/2020	Rent	\$ 3,006.11		\$ 12,032.92	(\$3304.44 base rent less \$298.33 for loss of deck)		
9/4/2020	chk# 1727		\$ 2,517.54	\$ 9,515.38	2.7% allowed increase		

EXCERPT FROM HEARING DECISION OF BARBARA COHEN
FOR T15-0314 DIDRICKSON V DANG
FEBRUARY 2, 2016

Decreased Services (Didricksons):

Circuit Breaker: The tenants testified that the circuit breaker that controls their unit "kicks" at least once a month. They have an electric oven in their unit and if they use multiple burners and the oven at once, or multiple appliances at the same time, all the electricity turns off in their unit. They then have to go downstairs to flip the circuit breaker to get the electricity to work again. There is an electric subpanel in their unit, but that subpanel does not "kick". When there is a problem with the electricity it is the master switch that causes the problem.

Dang testified that since the *Stipulation* was reached in Superior Court in 2013, he has had 2 licensed electricians check the system and he has been told there is nothing wrong with the system. The problem is caused by the load exceeding the capacity of the system. Dang testified that part of the problem might be caused by the microwave oven, which is plugged into the same circuit as the stove. Dang has considered installing a gas stove, but would only do so if he could pass on the costs as a capital improvement.

At the Inspection by this Hearing Officer, the tenants turned on all the burners to the stove. The breaker did not turn "kick". The Hearing Officer was in the unit for approximately 10 minutes.

The tenant further testified that in the time period between the two Hearings (November 25, 2015-January 26, 2016), the electricity went off on one occasion. They have tried moving the microwave to a different circuit but that hasn't solved the problem.

The tenants' claims of decreased services are discussed below:

Circuit Breaker: While the tenants occasionally have a problem with the circuit breaker "kicking" in their apartment, the owner was convincing that he has had two electricians look into the problem and there is nothing wrong with the system other than that the load the tenants occasionally put on the system exceeds the capacity of the system. While the owner agreed to "make needed repairs" to the "electrical circuit

breakers" the owner is not required to rewire the entire building to ensure that the circuit breakers never trip. Since electricians have investigated and say there is nothing wrong, there is no "repair" that needs to be made. There was no evidence offered by the tenants that this condition has worsened over time or is different from when they moved in. This claim is therefore denied.

From: dgerrardone@gmail.com,
To: TWD113@aol.com,
Subject: Lakeshore Ave letter
Date: Tue, May 25, 2021 2:36 pm

To whom it may concern,

My name is David Gerrard. I have been a licensed electrician since 1976. I have inspected the electric stove at 2230 Lakeshore Ave, Apt 7 in Oakland.

The stove was working fine. The circuit is old and has limited capacity (amps).

The tenant was advised to plug in other appliances on other circuits to avoid overload.

Best,
David Gerrard
Contractor license #404874C10

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Commonwealth Companies

- REAL ESTATE -

Brokers License #0442390

1305 Franklin St #500, Oakland, Ca. 94612 * Office: (510)832-2628 Fax:(510)834-7660

3/28/2019

Carlos & Glenda Didrickson
2230 Lakeshore #7
Oakland, CA 94612

RE: unit repairs

Carlos & Glenda,

We have received a list of required actions from the Building Department and would like to fix the issues for you in a timely manner. This includes the following:

1. Heater vent in bedroom currently dripping
2. Sliding patio door handle malfunctioning
3. Tripping breakers when attempting to use electric range

We have tried in the past to coordinate a time with you to do these repairs with no cooperation or follow up on your end. Therefore, we will arrange to have a contractor go out to inspect and repair during normal business hours as soon as we are able to arrange one.

You have the choice of replying directly to this letter via mail to 1305 Franklin Suite 500, Oakland CA 94612, or by email at asam@commonwealthpropco.com by April 5th 2019. If we do not hear from you in either capacity, we will provide you with a 24 hour notice to enter instead.

Regards,


Allen

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Commonwealth Companies
- Real Estate -
Brokers License 0442390
1305 Franklin St #500, Oakland, Ca. 94612
Office: (510)832-2628 Fax:(510)834-7660

4/10/19

Carlos & Glenda Didrickson
2230 Lakeshore #7
Oakland, CA 94612

RE: unit repairs

Carlos & Glenda,

This letter serves both as a followup to the last letter we sent on March 28th, 2019, as well as a notice to enter to fix the various issues cited for your unit.

Since you did not reply to this letter in either mail form, phone call, or email, we will send someone over this Friday morning, April 12th, 2019, between the hours of 10am and 11am to repair the following:

- Dripping from bedroom heater vent
- Sliding patio door handle malfunctioning

You do not have to be present while the work is being done as we will be using our pass keys.

Regards,


Allen Sam – Property Manager

Commonwealth Companies

- REAL ESTATE -

Brokers License #0442390

1305 Franklin St #500, Oakland, Ca. 94612 * Office: (510)832-2628 Fax:(510)834-7660

4/22/2019

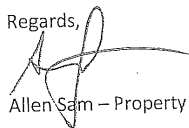
Carlos & Glenda Didrickson
2230 Lakeshore #7
Oakland, CA 94612

RE: unit repairs followup

Carlos & Glenda,

Lai has verified that he has gone into your unit with your permission, and has confirmed that repairs for the bedroom vent and patio door have been completed.

Regards,



Allen Sam – Property Manager

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Commonwealth Management, Inc
- Real Estate-
Brokers License 821583
1305 Franklin St #500, Oakland, Ca. 94612 * Office: (510)832-2628

April 14, 2021

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

Dear Carlos:

I understand that the City inspector will be viewing your apartment on Monday, April 19, 2021 to verify that smoke detectors are properly installed and the at the patio door lock is functioning.

My associate, Allen Sam, confirmed that those repairs were already completed back in 2020. This notice is to inform you that I will also be present on Monday along with my handyman to take care of any repairs immediately should it be needed.

We can schedule any repairs earlier if you would like to offer an alternative date and time.

Yours truly,

Ted Dang

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Commonwealth Management, Inc
- Real Estate -
Brokers License 821583
1305 Franklin St #500, Oakland, Ca. 94612 * Office: (510)832-2628

May 11, 2021

Carlos Didrickson
2230 Lakeshore Ave #7
Oakland, Ca. 94606
By: email and posting

Dear Carlos:

I understand that the City inspector has confirmed that smoke detectors need to be reinstalled, the patio door lock needs to be repaired, and the ceiling leak needs to be painted.

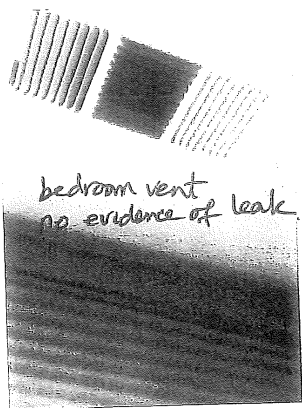
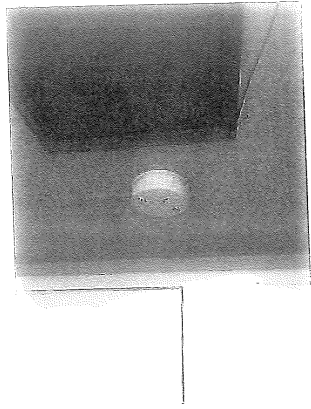
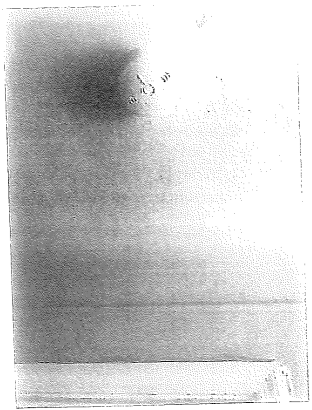
I have arranged for my repairmen to be available on Friday May 14, 2021. One is coming at 10am to rehang the smoke detectors and check the vent. Another is coming at 3pm to repair the patio door lock. If you are not home, I will provide access as these items must be taken care of before May 17th.

Yours truly,



Ted Dang

000101



bedroom vent
no evidence of leak.



Plants on roof



Portable A/C venting
@ patio door.



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

7A

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

7B
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 \$337.00	ADDRESS FEE \$66.00 \$44.00
TYPE OF WORK (circle one)		Site Plan Review 1-4 cars \$1337.00 5-20 cars \$1590.00 21-40 cars \$1706.00 41-120 cars \$1830.00 121-300 cars \$1952.00 >300 cars \$2076.00			
(1) NEW CONSTRUCTION (2) REPAIR (3) ADDITION (4) CELL SITE (5) ALTERATION /T.I.					
(6) DEMOLITION (____ SF) (7) SOLAR PANELS (SE) (8) RETROFIT (9) C.O. /S.A. (10) CHANGE IN USE					
IS THIS APPLICATION RELATED TO ANY OTHER PERMIT? TO ANY OTHER COMPLAINT?		IF YES, INDICATE PERMIT #, PLANNING CASE FILE # OR COMPLAINT #: <u>1303348</u>			
<input checked="" type="radio"/> YES <input type="radio"/> 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="radio"/> NO <input type="radio"/> YES					
EXTERIOR WORK ON BUILDING <input type="radio"/> NO <input checked="" type="radio"/> YES (PHOTOS REQUIRED. PLEASE ATTACH)					
VALUATION OF PROPOSED WORK \$	EXISTING # OF RESIDENTIAL UNITS 8	# OF STORIES: 4	<input type="radio"/> SFD/DUPLEX <input checked="" type="radio"/> APARTMENTS <input type="radio"/> COMMERCIAL <input type="radio"/> INDUSTRIAL		
	PROPOSED # OF UNITS <u>NA</u>	FIRE SPRINKLER <input type="radio"/> YES <input checked="" type="radio"/> NO			
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>awel.</u>		DATE 7/31/13		

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



Address History (Beginning ≈ 1987)

2230, LAKESHORE, AVE

APN	Unit #	Record ID	Date Opened	Status	Status Date	Description
023	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.
041401300						
023		<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
041401300						
023		<u>1900895</u>	3/4/2019	Violation Verified	1/21/2020 12:00:00 AM	Tenant Complaint: Heater vent is leaking.
041401300						
023		<u>1800213</u>	1/22/2018	Abated	8/27/2018 12:00:00 AM	Eight unit apartment complex. Unit 1 (second fir) Broken plate glass window (10' x 10' at least) hole and ft crack. states tenant's responsibility.
041401300						
023		<u>1701771</u>	4/25/2017	Non-Actionable	4/26/2017 12:00:00 AM	Working on deck and roof on expired permit B1304601
041401300						
023		<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.)
041401300						
023		<u>M1500625</u>	4/7/2015	Final	8/4/2015 12:00:00 AM	Complete M1400346 Mechanical to replace fireplace flue.
041401300						
023		<u>M1400346</u>	6/18/2014	Expired	12/12/2015 1:04:30 AM	Mechanical to replace fireplace flue.
041401300						
023		<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 of a roof deck that was built without permits.
041401300						
023		<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.
041401300						
023		<u>1305404</u>	10/31/2013	Closed	8/4/2015 12:00:00 AM	CHIMENY ALTERED W/O PERMITS
041401300						
023		<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 ADJACENTWINDOWS- PIPE ALSO CHANGED ROOF- BUILDING NOT ZONED FOR FIREPLACE
041401300						
023		<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>

5/27/2021

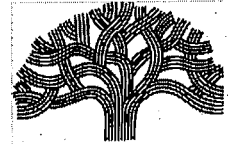
To whom it may concern.

2230 Lakeshore unit 7 Oakland CA

I replaced the ductwork to the register in question and found no condensation issues.

That being said common factors in an older building can produce rusty grills. Condensation from a kitchen or bathroom shower can rust grills.
Ive included a picture of my bathroom grill as evidence of my point.

Tony Jimerson (owner)
A T Mechanical CSLB# 717720
510 604 5832



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

Housing and Community Development Department
Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER: T19-0186, Didrickson v. Commonwealth Company
T19-0235, Didrickson v. Commonwealth Company

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

DATE OF HEARING: September 24, 2019

DATE OF DECISION: December 23, 2019

DATE OF APPEAL HEARING: April 8, 2021

DATE OF APPEAL DECISION: May 7, 2021

DATE OF REMAND HEARING: October 4, 2021

APPEARANCES: Glenda Didrickson, Tenant
Carlos Didrickson, Tenant
Eric Wright, Tenant Representative
No Appearance by Owner

PROCEDURAL HISTORY

A Hearing Decision in the above-referenced cases was issued on December 23, 2019, which denied the tenant petitions. The Hearing Decision noted that the tenant petitions listed various claims that had already been decided in prior hearing decisions, of which the Hearing Officer took Official Notice. The hearing was therefore limited in scope to only three items in the petitions which had not been addressed in prior cases; issues with the gas heater, the smoke/carbon monoxide detectors, and the electric breaker. The Hearing Decision denied all three of these claims.

The tenants appealed the Hearing Decision. An Appeal Hearing was held on April 8, 2021, and an Appeal Decision was issued on May 7, 2021. The Board remanded the Hearing Decision back to the Hearing Officer to address only (1) if the issues in the March 19, 2019, Notice of Violation were resolved, (2) if the issues constituted a reduction in housing services, and if so, (3) the value, if any, of the

reduction, with the parties allowed to submit new evidence only with regard to the Notice of Violation and any subsequent City action regarding that Notice.

ISSUES

1. Have the issues raised in the March 19, 2019 Notice of Violation been resolved?
2. If not resolved, do the issues constitute a decrease in housing services, and if so, by what amount?

EVIDENCE

Background and Rent History

The tenants' unit is located in a residential building consisting of eight (8) units. The tenants moved into their unit in December of 2006, at an initial monthly rent of \$2,500.00. Official Notice is taken of Case Number T18-0305 Didrickson v. Commonwealth Company. In that case the Hearing Officer held that the tenants' base rent is \$3,084.74 per month. Additionally, the Hearing Officer noted that the tenants had previously been granted an ongoing rent reduction in the amount of \$298.33 in Case Number T17-0327 Didrickson v. Commonwealth Company for loss of patio space. Therefore, the Hearing Officer determined that the tenants current legal rent was \$2,786.41, effective March 1, 2019. The Hearing Decision in T18-0305 was appealed but the appeal was administratively dismissed with prejudice on March 8, 2019. Therefore, the Hearing Decision in T18-0305 issued on February 15, 2019, is a final decision of the Rent Adjustment Program.

At the remand hearing, the tenants testified that they are currently paying \$2,517.54 in rent monthly, instead of the current legal rent of \$2,786.41, as ordered in T18-0305, due to ongoing decreased housing services and pending appeals.

RAP Notice

It is undisputed that the tenants received their first notice of the existence of the Rent Adjustment Program (RAP Notice) in 2012 and they also received the RAP Notice with subsequent rent increases.

Issues Raised in the March 19, 2019, Notice of Violation

The scope of the remand hearing is limited to the issues raised in the March 19, 2019, Notice of Violation. As such, the only issues to be addressed are as follows: (1) Water Dripping from Heating Vent in Bedroom; (2) Broken Sliding Patio Door Handle; and (3) Issues with the Electric Breaker.

Water Dripping from Heating Vent in Bedroom: The tenants testified that the hearing vent in their bedroom ceiling leaks during heavy rain. They made the identical claim in all prior cases and previously received a 2% rent reduction in T15-0374 for past and ongoing decreased housing services for this claim. In Case Number T18-0238, the parties agreed that this issue had already been decided in prior cases. The Hearing Decision in T18-0238 was affirmed on appeal and became a final decision of the Rent Adjustment Program on June 15, 2021.

At the remand hearing, the tenants submitted a Notice of Violation dated March 19, 2019, which cites the leak in the bedroom heating vent as an ongoing issue.¹ The tenants also submitted Re-Inspection Notices dated February 10, 2020, and June 18, 2021, showing that the issue has not been abated.²

Broken Sliding Patio Door Handle: This issue was raised, addressed, and adjudicated in prior cases T15-0374, T16-0175, and T17-0327. The Hearing Officer conducted a site inspection in T15-0374 and ordered a rent reduction until the repair was made. In T17-0327, the Hearing Officer conducted a site inspection again and held that the repair was sufficient and the door operated far better than it did in the prior inspection. This claim was denied in T17-0327 and the decision became final when the tenants dismissed their appeal on October 10, 2018.

At the remand hearing, the tenants testified that the patio door handle was still broken. The owner attempted repairs several times but used screws that were too small so the handle still falls off. The broken patio door handle was cited in the March 19, 2019, Notice of Violation.³ The Re-Inspection Notices dated February 10, 2020, and June 18, 2021, show that the issue has not been abated.⁴

Issues with Electric Breaker: At the remand hearing, the tenants testified that the main electric breaker trips regularly. They testified that it trips even if just one appliance is plugged in, and the circuit breaker isn't overloaded. The electric breaker was cited in the March 19, 2019, Notice of Violation.⁵ The Re-Inspection Notices dated February 10, 2020, and June 18, 2021, show that the issue has not been abated.⁶

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent⁷ and may be corrected by a rent adjustment.⁸ However,

¹ Exhibit 2

² Exhibit 3 and 4

³ Exhibit 2

⁴ Exhibit 3 and 4

⁵ Exhibit 2

⁶ Exhibit 3 and 4

⁷ O.M.C. §8.22.070(F)

⁸ O.M.C. §8.22.110(E)

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. The tenants have 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.

Water Dripping from Heating Vent in Bedroom: The Notice of Violation dated March 19, 2019, shows that the leak in the bedroom heating vent is still an ongoing issue and has not been abated as of the June 18, 2021, Re-Inspection Notice. Therefore, the tenants are entitled to a 2% rent reduction from March 19, 2019, date of the Notice of Violation, to October 4, 2021, date of remand hearing. The tenants are also entitled to an ongoing rent reduction of 2% until the issue is resolved. See chart below.

Broken Sliding Patio Door Handle: The Notice of Violation dated March 19, 2019, shows that the broken sliding patio door handle is still an ongoing issue and has not been abated as of the June 18, 2021, Re-Inspection Notice. Therefore, the tenants are entitled to a 1% rent reduction from March 19, 2019, date of the Notice of Violation, to October 4, 2021, date of remand hearing. The tenants are also entitled to an ongoing rent reduction of 1% until the issue is resolved. See chart below.

Issues with Electric Breaker: The Notice of Violation dated March 19, 2019, shows that the electric breaker tripping is still an ongoing issue and has not been abated as of the June 18, 2021, Re-Inspection Notice. Therefore, the tenants are entitled to a 1% rent reduction from March 19, 2019, date of the Notice of Violation, to October 4, 2021, date of remand hearing. The tenants are also entitled to an ongoing rent reduction of 1% until the issue is resolved. See chart below.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. of Months	Amount Overpaid
Leak in Bedroom Vent	1-Mar-19	1-Oct-21	\$2,786.41	2%	\$55.73	31.07	\$1,731.39
Patio Door Handle	1-Mar-19	1-Oct-21	\$2,786.41	1%	\$27.86	31.07	\$865.70
Electric Breaker	1-Mar-19	1-Oct-21	\$2,786.41	1%	\$27.86	31.07	\$865.70
TOTAL LOST SERVICES							\$3,462.78

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

PROOF OF SERVICE

Case Number: T19-0186 & T19-0235

Case Name: Didrickson v. Commonwealth Company

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

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

Documents Included

Remand Hearing Decision

Owner

Ted Dang, 421 Associates
1305 Franklin Street Suite 500
Oakland, CA 94612

Owner Representative

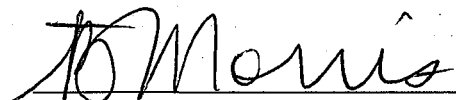
Allen Sam
1305 Franklin Street #500
Oakland, CA 94612

Tenant

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

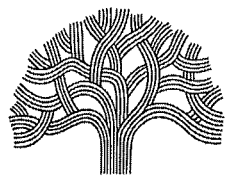
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 25, 2022** in Oakland, California.



Teresa Brown-Morris
Oakland Rent Adjustment Program

000113



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

FEB - 2 2022

RENT ADJUSTMENT PROGRAM
OAKLAND

APPEAL

Appellant's Name COMMONWEALTH CO.		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 2230 LAKESHORE AVE . OAKLAND . CA 94606			
Appellant's Mailing Address (For receipt of notices) 1305 FRANKLIN ST #500 OAKLAND . CA 94612		Case Number T19-0188 / T19-0235	
		Date of Decision appealed 1/25/22	
Name of Representative (if any) TED DANG		Representative's Mailing Address (For notices) SAME	

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: 5.

• 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 1/31, 2022, 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	CARLOS & SIENNA DIDRICKSON
Address	2230 LAKESHORE AVE # 7
City, State Zip	OAKLAND, CA 94606
Name	
Address	
City, State Zip	

	1/31/22
---	---------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

ADDENDUM TO APPEAL OF T19-0186/T19-0235

DIDRICKSON V. COMMONWEALTH

1/25/2022 DECISION

B. INCONSISTENCY - THE CITY BUILDING DEPT ORDERED THE DECK BE REMOVED AND THE ACCESS TO THE DECK BE SEALED. TENANT IS RECEIVING A MONTHLY CREDIT FOR LACK OF USE OF THE DECK. TENANT HAS REFUSED TO ALLOW THE ACCESS DOORS TO BE SEALED. TENANT HAS NO RIGHTS TO USE THE DOORS OR THE DOOR HANDLE TO ACCESS THE DECK. THERE IS NO DECK, THERE IS ONLY THE FINISHED ROOF. ANY TRAFFIC ON THIS ROOF MAY LEAD TO LEAKS. TENANT HAS VIOLATED THE BUILDING DEPT DIRECTIVE BY USING THE ROOF FOR PLACEMENT OF PLANTS, GARBAGE, AND CAMERAS.

D. VIOLATION OF LAW – TENANT IS NOT ELIGIBLE TO FILE A RENT ADJUSTMENT PETITION UNLESS THE TENANT IS CURRENT ON HIS RENT OR LEGALLY WITHOLDING RENT. TENANT HAS AND CONTINUES TO BE BEHIND IN HIS RENT SINCE 9/1/2017. HIS FAILURE TO PAY THE RENT AMOUNT ORDERED BY PRIOR HEARING OFFICER DECISIONS SHOWS A FLAGRANT DISREGARD OF THE RENT ADJUSTMENT PROGRAM. THE BALANCE OF RENT DUE THROUGH 9/30/21 WAS \$15,947.88. A COMPLETE LEDGER OF THE TENANT CHARGES AND CREDITS HAS BEEN PROVIDED BUT DISREGARDED. ANY TENANT PETITIONS AND DECISIONS PERTAINING TO THOSE PETITIONS SHOULD BE VOIDED. SANCTIONS SHOULD BE IMPOSED ON TENANT FOR NOT FOLLOWING THE RENT HEARING OFFICER DECISIONS.

E. LACK OF EVIDENCE- THE TENANT HAS COMPLAINED NUMEROUS TIMES ABOUT A LEAK FROM THE HVAC VENT IN HIS BEDROOM. A LICENSED ROOFER AND HVAC CONTRACTOR BOTH EXAMINED THE VENT AND DETERMINED THAT THERE IS NO LEAK. TENANT COMPLAINED ABOUT THE LEAK TO A CITY BUILDING INSPECTOR, THE INSPECTOR NOTED THESE COMMENTS, BUT THE INSPECTOR DID NOT SEE ANY LEAK. TENANT CLAIMS HE HAS A VIDEO OF THE LEAK BUT HAS NOT SHOWN IT TO ANYONE.

RESTITUTION TO THE TENANT FOR LACK OF USE OF THE DOOR HANDLE AND LEAKING VENT SHOULD BE CANCELLED.

10/22

Tenant Ledger					
Carlos Didrickson (cardid)					
2230 Lakeshore Ave					
Date	Description	Charges	Payments	Balance	
	Balance Forward			\$ (3,159.74)	
1/1/2017	Rent	\$ 2,587.63		\$ (572.11)	\$2895.73 base less \$308.10
1/5/2017	chk# 1612		\$ 2,587.63	\$ (3,159.74)	
2/1/2017	Rent	\$ 2,587.63		\$ (572.11)	
2/3/2017	chk# 1615		\$ 2,587.63	\$ (3,159.74)	
2/8/2017	2017 RAP fee	\$ 34.00		\$ (3,125.74)	
3/1/2017	Rent	\$ 2,587.63		\$ (538.11)	
3/3/2017	chk# 1617		\$ 2,587.63	\$ (3,125.74)	
3/3/2017	chk# 1618		\$ 34.00	\$ (3,159.74)	
4/1/2017	Rent 2983.31-364.14	\$ 2,619.14		\$ (540.60)	\$2983.31 base less \$364.17
4/5/2017	chk# 1620		\$ 2,587.63	\$ (3,128.23)	per T17-0327
5/1/2017	Rent	\$ 2,619.14		\$ (509.09)	
5/3/2017	chk# 1622		\$ 2,587.63	\$ (3,096.72)	
6/1/2017	Rent	\$ 2,619.14		\$ (477.58)	
6/1/2017	credit for fan	\$ (35.63)		\$ (513.21)	
6/6/2017	chk# 1624		\$ 2,552.00	\$ (3,065.21)	
7/1/2017	Rent	\$ 2,619.14		\$ (446.07)	
7/6/2017	chk# 1626		\$ 2,619.00	\$ (3,065.07)	
8/1/2017	Rent	\$ 2,619.14		\$ (445.93)	
9/1/2017	Rent	\$ 2,983.31		\$ 2,537.38	\$2983.31 base restored
9/6/2017	chk# 1630		\$ 2,619.00	\$ (81.62)	per T16-0175
10/1/2017	Rent	\$ 2,983.31		\$ 2,901.69	
10/3/2017	chk# 1632		\$ 2,619.00	\$ 282.69	
11/1/2017	Rent	\$ 2,983.31		\$ 3,266.00	
11/3/2017	chk# 1634		\$ 2,619.00	\$ 647.00	
12/1/2017	Rent	\$ 2,983.31		\$ 3,630.31	
12/5/2017	chk# 1636		\$ 2,619.00	\$ 1,011.31	
1/1/2018	Rent	\$ 2,517.95		\$ 3,529.26	
1/2/2018	chk# 1638		\$ 2,517.95	\$ 1,011.31	
2/1/2018	Rent	\$ 2,517.95		\$ 3,529.26	
2/2/2018	chk# 1641		\$ 2,517.54	\$ 1,011.72	\$2983.31 base less \$298.33 deck less \$167.03
2/8/2018	2018 City of Oakland Rent Program fe	\$ 34.00		\$ 1,045.72	per T17-0141 and T17-0327 order 4 & 5
3/1/2018	Rent	\$ 2,517.95		\$ 3,563.67	

3/5/2018	chk# 1643		\$ 34.00	\$ 3,529.67				
3/5/2018	chk# 1645		\$ 2,517.54	\$ 1,012.13				
4/1/2018	Rent	\$ 2,517.95		\$ 3,530.08				
4/2/2018	chk# 1647		\$ 2,517.54	\$ 1,012.54				
5/1/2018	Rent	\$ 2,517.95		\$ 3,530.49				<i>4/2018 Tenant petition</i>
5/4/2018	chk# 1651		\$ 2,517.54	\$ 1,012.95				
6/1/2018	Rent	\$ 2,517.95		\$ 3,530.90				
6/4/2018	chk# 1652		\$ 2,517.54	\$ 1,013.36				
7/1/2018	Rent	\$ 2,786.41		\$ 3,799.77	\$3084.74 less \$298.33			
7/3/2018	chk# 1654		\$ 2,517.54	\$ 1,282.23	per T18-305 order 2			
8/1/2018	Rent	\$ 2,786.41		\$ 4,068.64				
8/3/2018	chk# 1656		\$ 2,517.54	\$ 1,551.10				
9/1/2018	Rent	\$ 2,786.41		\$ 4,337.51				
9/5/2018	chk# 1659		\$ 2,517.54	\$ 1,819.97				
10/1/2018	Rent	\$ 2,684.98		\$ 4,504.95	\$2983.31 base less \$298.33 deck less \$167.03			
10/5/2018	chk# 1661		\$ 2,517.54	\$ 1,987.41	per T17-0141 and T17-0327 order 5			
11/1/2018	Rent	\$ 2,786.41		\$ 4,773.82	\$3084.74 base less \$298.33			
11/5/2018	chk# 1662		\$ 2,517.54	\$ 2,256.28	per T18-0305 order 4			
12/1/2018	Rent	\$ 2,786.41		\$ 5,042.69				
12/7/2018	chk# 1665		\$ 2,517.54	\$ 2,525.15				
1/1/2019	Rent	\$ 2,786.41		\$ 5,311.56				
1/4/2019	chk# 1667		\$ 2,517.54	\$ 2,794.02				
2/1/2019	Rent	\$ 2,786.41		\$ 5,580.43				
2/4/2019	chk# 1670		\$ 2,517.54	\$ 3,062.89				
3/1/2019	Rent	\$ 2,953.44		\$ 6,016.33	\$3084.74 base less \$298.33			
3/1/2019	2019 RAP fee <i>inc 167.03 underpayment</i>	\$ 34.00		\$ 6,050.33	per T18-0305 order 4			
3/4/2019	chk# 1672		\$ 2,517.54	\$ 3,532.79				
3/4/2019	chk# 1673		\$ 34.00	\$ 3,498.79				
4/1/2019	Rent	\$ 2,953.44		\$ 6,452.23				
4/3/2019	chk# 1676		\$ 2,517.54	\$ 3,934.69				
5/1/2019	Rent	\$ 2,953.44		\$ 6,888.13				
5/3/2019	chk# 1680		\$ 2,517.54	\$ 4,370.59				
6/1/2019	Rent	\$ 2,953.44		\$ 7,324.03				
6/4/2019	chk# 1683		\$ 2,517.54	\$ 4,806.49				
7/1/2019	Rent	\$ 2,786.41		\$ 7,592.90	\$3084.74 base less \$298.33			
7/3/2019	chk# 1686		\$ 2,517.54	\$ 5,075.36	per T18-0305 order 4			
8/1/2019	Rent	\$ 2,786.41		\$ 7,861.77				

8/5/2019	chk# 1687		\$ 2,517.54	\$ 5,344.23				
9/1/2019	Rent	\$ 2,894.37		\$ 8,238.60	\$3192.70 base less \$298.33			
9/5/2019	chk# 1692		\$ 2,517.54	\$ 5,721.06	3.5% increase allowed			
10/1/2019	Rent	\$ 2,894.37		\$ 8,615.43				
10/2/2019	chk# 1695		\$ 2,517.54	\$ 6,097.89				
11/1/2019	Rent	\$ 2,894.37		\$ 8,992.26				
11/4/2019	chk# 1698		\$ 2,517.54	\$ 6,474.72				
12/1/2019	Rent	\$ 2,894.37		\$ 9,369.09				
12/2/2019	chk# 1703		\$ 2,517.54	\$ 6,851.55				
1/1/2020	Rent	\$ 2,894.37		\$ 9,745.92				
1/6/2020	chk# 1706		\$ 2,517.54	\$ 7,228.38				
2/1/2020	Rent	\$ 2,894.37		\$ 10,122.75				
2/1/2020	2020 RAP fee	\$ 50.50		\$ 10,173.25				
2/4/2020	chk# 1708		\$ 2,517.54	\$ 7,655.71				
2/21/2020	chk# 1711		\$ 50.50	\$ 7,605.21				
3/1/2020	Rent	\$ 2,894.37		\$ 10,499.58				
3/4/2020	chk# 1713		\$ 2,517.54	\$ 7,982.04				
4/1/2020	Rent	\$ 2,894.37		\$ 10,876.41				
4/17/2020	chk# 1715		\$ 2,517.54	\$ 8,358.87				
5/1/2020	Rent	\$ 2,894.37		\$ 11,253.24				
5/5/2020	chk# 1717		\$ 2,517.54	\$ 8,735.70				
6/1/2020	Rent	\$ 2,894.37		\$ 11,630.07				
6/5/2020	chk# 1720		\$ 2,517.54	\$ 9,112.53				
7/1/2020	Rent	\$ 2,894.37		\$ 12,006.90				
7/3/2020	chk# 1722		\$ 2,517.54	\$ 9,489.36				
8/1/2020	Rent	\$ 2,894.37		\$ 12,383.73				
8/5/2020	chk# 1725		\$ 2,517.54	\$ 9,866.19				
9/1/2020	Rent	\$ 2,980.57		\$ 12,846.76	\$3278.90 base less \$298.33			
9/4/2020	chk# 1727		\$ 2,517.54	\$ 10,329.22	2.7% increase allowed			
10/1/2020	Rent	\$ 2,980.57		\$ 13,309.79				
10/3/2020	chk# 1729		\$ 2,517.54	\$ 10,792.25				
11/1/2020	Rent	\$ 2,980.57		\$ 13,772.82				
11/4/2020	chk# 1735		\$ 2,517.54	\$ 11,255.28				
12/1/2020	Rent	\$ 2,980.57		\$ 14,235.85				
12/3/2020	chk# 1736		\$ 2,517.54	\$ 11,718.31				
1/1/2021	Rent	\$ 2,980.57		\$ 14,698.88				
1/6/2021	chk# 1737		\$ 2,517.54	\$ 12,181.34				

119-403 - rent owed.

2/1/2021	Rent	\$ 2,980.57		\$ 15,161.91				
2/1/2021	2021 RAP fee	\$ 50.50		\$ 15,212.41				
2/3/2021	chk# 1741		\$ 2,517.54	\$ 12,694.87				
2/8/2021	chk# 1742		\$ 50.50	\$ 12,644.37				
3/1/2021	Rent	\$ 2,980.57		\$ 15,624.94				
3/4/2021	chk# 1745		\$ 2,517.54	\$ 13,107.40				
4/1/2021	Rent	\$ 2,980.57		\$ 16,087.97				
4/5/2021	chk# 1746		\$ 2,517.54	\$ 13,570.43				
5/1/2021	Rent	\$ 2,980.57		\$ 16,551.00				
5/4/2021	chk# 1747		\$ 2,517.54	\$ 14,033.46				
6/1/2021	Rent	\$ 2,980.57		\$ 17,014.03				
6/4/2021	chk# 1748		\$ 2,517.54	\$ 14,496.49				
7/1/2021	Rent	\$ 2,980.57		\$ 17,477.06				
7/6/2021	chk# 1750		\$ 2,517.54	\$ 14,959.52				
8/1/2021	Rent	\$ 2,980.57		\$ 17,940.09				
8/3/2021	chk# 1751		\$ 2,517.54	\$ 15,422.55				
9/1/2021	Rent	\$ 3,042.87		\$ 18,465.42	\$3341.20 base less \$298.33			
9/3/2021	chk# 1752		\$ 2,517.54	\$ 15,947.88	1.9% increase			

$\langle 3462.78 \rangle$ rest.
12485.10

CHRONOLOGICAL CASE REPORT

Case No.: T22-0202

Case Name: Joseph v. Jones

Property Address: 567 Oakland Avenue, Oakland, CA 94611

Parties: Robert Jones (Owner)
Nicholas Drobocky, Woodminister Real Estate Inc (Manager)
Kimberly Roehn (Owner Representative)
Michael Joseph (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 10, 2022
Property Owner Response filed	December 7, 2022
Owner Documents submitted	December 7, 2022
Owner Documents submitted	December 8, 2022
Exhibits submitted	December 10, 2022
Notice of Incomplete Tenant Petition mailed	December 13, 2022
POS submitted	December 29, 2022

000121

Notice of Incomplete Owner Response mailed	January 10, 2023
Owner Documents submitted	January 26, 2023
Administrative Decision mailed	February 28, 2023
Owner Appeal filed	March 20, 2023



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

T22-0202 EL

TENANT PETITION

RECEIVED

NOV 10 2022

RENT ADJUSTMENT PROGRAM
OAKLAND

Property Address: 567 OAKLAND AV
Case: Petition: 16261
Date Filed: 11-10-2022

Party	Name	Address	Mailing Address
Manager	Nicholas Drobocky Woodminster Real Estate Inc	5021 Woodminster Lane Oakland, CA 94602	5021 Woodminster (510) 336-0202 Lane Oakland, California 94602
Owner	Robert Duncan Jones	2922 Thorne Creek Ln Houston, TX 77073	2922 Thorne Creek Ln Houston, Texas 77073
Tenant	Michael Joseph	567 Oakland Avenue 304 Oakland, CA 94611	(909) 907-4559 michael@unce.us

Number of units on the property 20 to 49 Units

Type of unit you rent Condominium

Are you current on your rent? Yes

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

Grounds for Petition

For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

I received a rent increase above the allowable amount.



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

TENANT PETITION

Rental History

Date you moved into the Unit	5/1/2021
Initial Rent	\$ 2,050.00 /month
Current Rent	\$ 2,050.00 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?	I first received the RAP Notice on 4/17/2021
List the case numbers of any relevant prior Rent Adjustment case(s):	



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Oakland, CA 94612
(510) 238-3721

TENANT PETITION

List all rent increases that you want to challenge*.

Date you received the notice	10-26-2022
Date increase goes into effect	12-01-2022
Monthly rent increase From	\$ 2,050.00
Monthly rent increase To	\$ 2,234.50
Did You Receive a Rent Program Notice With the Notice Of Increase?	Yes

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

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



TENANT PETITION

Description of Decreased or Inadequate Housing Services

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

Mediation

Mediation is an optional process offered by the Rent Adjustment Program to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. The purpose of mediation is to find a mutual agreement that satisfies both parties. A trained third party will discuss the issues with both sides, look at relative strengths and weaknesses of each position, and consider both parties' needs in the situation. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing process. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

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

I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator. Yes

Consent to Electronic Service

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

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition. Yes

Interpretation Services

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

I request an interpreter fluent in the following language at my Rent Adjustment proceeding: No



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

TENANT PETITION

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

Michael Joseph

11/10/2022

Signature

Date

City of Oakland Rent Adjustment Program

Owner Response

Case **T22-0202**
Property Address **567 OAKLAND AV, 304**

Parties

Party	Name	Address	Mailing Address
Tenant	Michael Joseph (909) 907-4559 michael@unce.us	567 Oakland Avenue 304 Oakland, CA 94611	
Manager	Nicholas Drobocky Woodminster Real Estate Inc (510) 336-0202	5021 Woodminster Lane Oakland, CA 94602	5021 Woodminster Lane Oakland, California 94602
Owner	Robert Duncan Jones	2922 Thorne Creek Ln Houston, TX 77073	2922 Thorne Creek Ln Houston, Texas 77073

Business Information

Date of which you aquired the building	2-6-1979
Total Number of Units	1
Is there more than one street address on the parcel?	No
Type of Unit	Condominium
Is the contested increase a capital improvements increase?	No
Business License	00059896
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program Service Fee (\$101 per unit)?	Yes

Rent History

The tenant moved into the rental unit on	5-1-2021
Initial monthly rent	2050

City of Oakland Rent Adjustment Program

Owner Response

Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	4-17-2021
Is the tenant current on the rent?	Yes

City of Oakland Rent Adjustment Program

Owner Response

Are you claiming an Exemption? **Yes**

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions:	Yes
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?	No
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?	No
3. Was the prior tenant evicted for cause?	No
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?	No
5. Is the unit a single family dwelling or condominium that can be sold separately?	Yes
6. Did the current tenant(s) have roommates when they moved in?	No
7a. Type of unit you rent	Condominium
7b. Did you purchase the unit?	Yes
8. Did you purchase the entire building?	No
9. From whom did you purchase it:	Eugene S. and Mattie S. Lewis
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.	No
The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983.	No
On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days.	No

City of Oakland Rent Adjustment Program

Owner Response

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction.	No
The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.	No
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.	No

Owner Responses on Petition Grounds

Questions	Owner Response
Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s)	Tenant was served by mail on October 26, 2022 with the 30-Day Notice of Change of Monthly Rent and the Notice to Tenants of the Residential Rent Adjustment Program. Proof of Service can be provided.
A government agency has cited the unit for serious health, safety, fire, or building code violations.	No Response Submitted
The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	No Response Submitted
Tenant(s) is/are being unlawfully charged for utilities.	No Response Submitted
Rent was not reduced after a prior rent increase period for capital improvements.	No Response Submitted

City of Oakland Rent Adjustment Program

Owner Response

Tenant is contesting exemption based on fraud or mistake.

The property at 567 Oakland Ave., Unit 304 is a condominium exempt from rent increase limitations.

Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080C).

No Response Submitted

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 the documents attached to the response are true copies of the originals.

Carolann Hinkle

12/7/2022

Signature

Date

-----END OF RESPONSE-----

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00059896

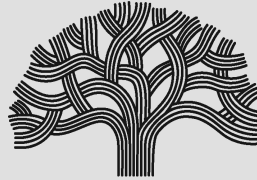
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental 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 JONES ROBERT D JR

BUSINESS LOCATION 567 OAKLAND AVE 304
OAKLAND, CA 94611-5046

BUSINESS TYPE M Rental - Residential Property

EXPIRATION DATE
12/31/2022



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>



JONES ROBERT D JR
WOODMINSTER REALTY
5021 WOODMINSTER LN
OAKLAND, CA 94602-2694

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!

30 Day Notice of Change of Monthly Rent

To: Michael Reuben Joseph *(And all other occupants in possession)*
for the premises located at:

567 Oakland Ave Apt 304
Oakland, CA 94611-5046

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or **November 1, 2022**, whichever is later, your monthly rent is payable in advance on or before the 1st day of each month, will be the sum of **\$2,234.50, instead of \$2,050.00**, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations.

October 26, 2022
Date



Nicholas Drobocky, Broker/Agent for Owner

000134

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare that I served the following notices:

- 1. 30 Day Notice of Change of Monthly Rent**
- 2. Notice to Tenants of the Residential Rent Adjustment Program ("RAP Notice")**

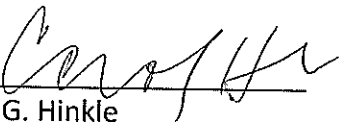
on the 26th day of October, 2022, on the tenant(s) / resident(s) in possession, in the manner indicated below:

- BY PERSONALLY DELIVERING a copy of the Notice to the following tenant(s) / resident(s):
- BY LEAVING a copy for each tenant / resident with a person of suitable age and discretion at the residence or usual place of business of the tenant(s) / resident(s), said tenant(s) / resident(s) being absent thereof;
AND MAILING by first class mail on said date a copy to each tenant / resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the tenant(s)/resident(s) at their place of residence.
- BY POSTING a copy for each tenant / resident in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said tenant(s) / resident(s);
AND MAILING by first class mail on said date a copy to each tenant / resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the tenant(s) / resident(s) at his/her/their place of residence.
- BY MAIL a copy was mailed to each tenant (and all other occupants in possessions):

Michael Reuben Joseph
567 Oakland Ave Apt 304
Oakland, CA 94611-5046

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

Executed this 26th day of October, 2022, in Oakland, California.



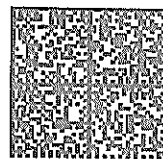
Carolann G. Hinkle
Declarant

000135

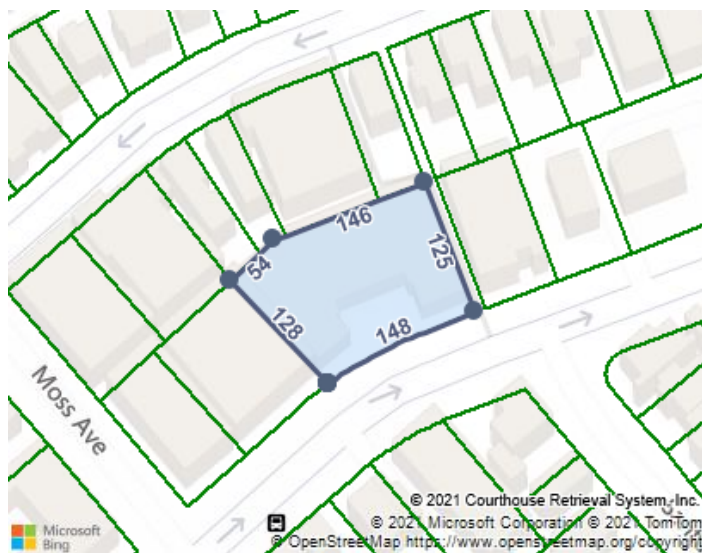


5021 Woodminster Lane, Oakland, CA 94602

Michael Reuben Joseph
(And all other occupants in possession)
567 Oakland Ave Apt 304
Oakland, CA 94611-5046



02 1P
0002766882 OCT 24 2022
MAILED FROM ZIP CODE 94602
UNITED STATES POSTAGE
PITNEY BOWES
\$ 000.570



LOCATION

Property Address 567 Oakland Ave
Oakland, CA 94611-5094

Subdivision

Carrier Route C038

County Alameda County, CA

GENERAL PARCEL INFORMATION

APN/Tax ID 10-815-54

Alt. APN 010-0815-054-00

Account Number

Tax Area 17-001

2010 Census Trct/Blk 4040/1

Assessor Roll Year 2021

PROPERTY SUMMARY

Property Type Residential
Land Use Condominium Unit Residential
Improvement Type Condominium Unit Residential
Square Feet 745
of Buildings 1

CURRENT OWNER

Name Jones Robert D Jr
Mailing Address 2922 Thorne Creek Ln
Houston, TX 77073-3424

Owner Occupied No

SCHOOL INFORMATION

These are the closest schools to the property

Piedmont Avenue Elementary School 0.6 mi
Elementary: K to 5 Distance
Westlake Middle School 0.6 mi
Middle: 6 to 8 Distance
Oakland Technical High School 0.8 mi
High: 9 to 12 Distance

SALES HISTORY THROUGH 10/04/2021

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
3/1/1979	3/1/1979		Jones Robert D Jr				79038467

TAX ASSESSMENT

Tax Assessment	2021	Change (%)	2020	Change (%)	2019
Assessed Land	\$59,084.00	\$606.00 (1.0%)	\$58,478.00	\$1,146.00 (2.0%)	\$57,332.00

Assessed Improvements	\$41,441.00	\$425.00 (1.0%)	\$41,016.00	\$804.00 (2.0%)	\$40,212.00
Total Assessment	\$100,525.00	\$1,031.00 (1.0%)	\$99,494.00	\$1,950.00 (2.0%)	\$97,544.00
Exempt Reason					
% Improved	41%				

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2020			\$2,721.30
2019			\$2,525.06
2018			\$2,475.94
2017			\$2,345.92
2016			\$2,178.78
2015			\$2,163.20
2014			\$2,078.76
2013			\$2,053.48

MORTGAGE HISTORY

No mortgages were found for this parcel.

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Condominium Unit Residential	Condition	Units
Year Built	1970	Effective Year	Stories
BRs	1	Baths	1 F H
Total Sq. Ft.	745		
Building Square Feet (Living Space)		Building Square Feet (Other)	

- CONSTRUCTION

Quality	B	Roof Framing
Shape		Roof Cover Deck
Partitions		Cabinet Millwork
Common Wall		Floor Finish
Foundation		Interior Finish
Floor System		Air Conditioning
Exterior Wall		Heat Type
Structural Framing		Bathroom Tile
Fireplace		Plumbing Fixtures

- OTHER

Occupancy	Building Data Source
------------------	-----------------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Condominium Unit Residential	Lot Dimensions
Block/Lot		Lot Square Feet
		22,133

Latitude/Longitude	37.820537°/-122.251891°	Acreage	0.51
---------------------------	-------------------------	----------------	------

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	School District
Zoning Code	
Owner Type	

LEGAL DESCRIPTION

Subdivision	Plat Book/Page
Block/Lot	Tax Area 17-001

Description

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0059G	08/03/2009

79-038467

Recorded at the request of

Return to

Robert Duncan Jones, Jr.

567 Oakland Ave., #304

Oakland, California

Escrow No. 26079

RECORDED at REQUEST OF
Northwestern Title Co.
At 10:30 A.M.
MAR - 1 1979
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

CITY
TAX
PAID

TRANSFER
TAX PAID
ALAMEDA COUNTY

Grant Deed

For value received EUGENE S. LEWIS and MATTIE S. LEWIS, husband and wife

GRANT..... to ROBERT DUNCAN JONES, JR., a single man

all that real property situate in the City of Oakland

County of Alameda, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

Alameda County Account No. 10-815-54

Signed - Party or Agent
DOCUMENTARY TRANSFER TAX \$
Firm Name

City of Oakland tax \$ 368.00
of 1% of full value conveyed

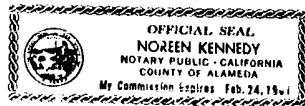
DOCUMENTARY TRANSFER TAX \$ 53.90
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE
Northwestern Title Co.
Noreen Kennedy
Signature of declarant or agent determining tax firm name
CITY OF Oakland Unincorporated

Dated February 6, 1979

x Mattie S. Lewis
Mattie S. Lewis

x Eugene S. Lewis
Eugene S. Lewis

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS TO

Same as above

STATE OF CALIFORNIA
COUNTY OF Alameda } SS.

On February 22, 1979 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Eugene S. Lewis,
Mattie S. Lewis

known to me
to be the person whose name etc. subscribed to the within
instrument and acknowledged that they executed the same.

Signature Noreen Kennedy

Name (Typed or Printed)

Northwestern Title Company of Alameda County

26079 ©

D E S C R I P T I O N EXHIBIT "A"

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL A:

Unit 304, including Balcony and or Patio Number B-304 as shown on that certain Condominium Plan hereinafter referred to as the "Plan" and attached to that certain Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for Oak Point Condominiums, executed by Oak Point Associates, a Limited Partnership on January 29, 1976, and recorded in the Office of the Recorder of the County of Alameda, State of California, as Instrument No. 76-13915, Reel 4242, Image 402 and following, the Restrictions apply to the subdivided property set forth on that certain Subdivision Map entitled Tract 3360, Oak Point Condominiums, a Condominium Project, filed in the Office of the Recorder of the County of Alameda State of California, on January 16, 1976, Series No. 76-7063, Book 86, Map, Pages 76 and 77.

Excepting and reserving, however, the following:

1. Any portion of the Common Area lying within said Unit.
2. Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units.

PARCEL B:

Together with the following appurtenant easements:

1. Nonexclusive easements for support of said Parcel A through the Common Area and for repair of said Parcel A through all other Units and through the Common Area.
2. An exclusive easement to use Parking Space No. 32 as shown on the Plan.

Excepting and reserving, however, the nonexclusive easements described herein as Parcel D.

PARCEL C:

An undivided 2.459 percent interest as tenant in common in an to the Common Area, as shown on the Plan.

Excepting and reserving, however, the following:

1. Non exclusive easements appurtenant to all Units for support and repair; and
2. Exclusive easements appurtenant to each Unit for use of Parking Spaces not granted herein, for use of the other Units, as shown on the Plan.

PARCEL D:

Together with nonexclusive easements appurtenant to the Common Area through each Unit and Parking Space, for support and repair of the Common Area.

Commonly known as: 567 Oakland Avenue #304
Alameda County Account No. 10-815-54.

2021-2022 INTERNET COPY

For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
10-815-54	02602500	17-001	

Location of Property
567 OAKLAND AVE, OAKLAND
Assessed to on January 1, 2021

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
PER CA GOV CODE §6254.21

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	1,005.25
VOTER APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0041 %	4.11
CITY OF OAKLAND 1	0.2011 %	202.16
SCHOOL UNIFIED	0.1202 %	120.83
SCHOOL COMM COLL	0.0407 %	40.91
BAY AREA RAPID TRANSIT	0.0060 %	6.03
EAST BAY REGIONAL PARK	0.0020 %	2.01
TOTAL AD VALOREM TAX (AV TAX)	1.3741 %	1,381.30

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck is free of charge; Accepted through June 30, 2022 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @www.acgov.org/mobile/apps/ through June 30, 2022. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of October 20, 2021 3:46 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	1.74
CSA PARAMEDIC	925-867-3400	35.56
VEC CNTRL MSR A 84	800-273-5167	7.20
CITY EMERG MEDICAL	510-238-2942	16.22
CITY PARAMEDIC SRV	510-238-2942	12.92
CSA LEAD ABATEMENT	510-567-8280	10.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASUREG1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	118.76
CITY LIBRARY SRV-D	510-238-2942	83.94
MEAS-W OAKLAND VPT	855-831-1188	3,000.00
* 2020 OAK MEASURE Q	510-238-2942	153.52
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	1.30
HAZ WASTE PROGRAM	800-273-5167	6.64
VECTOR CNTRL ASMT	800-273-5167	3.04
MOSQUITO ASMT 2008	800-273-5167	1.50
EBRPD CFD NO A/C-3	888-512-0316	12.00
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	114.50
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		202.76
Total Fixed Charges and/or Special Assessments		4,372.60

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	59,084		
FIXTURES	41,441		
TOTAL REAL PROPERTY	100,525		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	100,525	1.3741 %	1,381.30
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
TOTAL AD VALOREM TAX	100,525	1.3741 %	1,381.30
Ad Valorem Tax plus Special Assessments			5,753.90
First Installment	Second Installment	Total Amount Due	
\$ 2,876.95	\$ 2,876.95	\$ 5,753.90	

SECOND INSTALLMENT PAYMENT, 2021-2022

PARCEL NO. 10-815-54
TRACER NO. 02602500

2

INTERNET COPY

THIS AMOUNT DUE FEB 1, 2022 ==> \$ 2,876.95



After APRIL 10, 2022 pay
\$ 3,174.64
(Includes delinquent penalty of 10% and \$10.00 cost)

Amounts Not Valid After
Thu, Jun 30, 2022

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

22022 2026025002 1000287695 00000000

FIRST INSTALLMENT PAYMENT, 2021-2022

PARCEL NO. 10-815-54
TRACER NO. 02602500

1

INTERNET COPY

THIS AMOUNT DUE NOV 1, 2021 ==> \$ 2,876.95



After DECEMBER 10, 2021 pay
\$ 3,164.64
(Includes delinquent penalty of 10%)

Amounts Not Valid After
Thu, Jun 30, 2022

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

22022 4026025001 1000287695 00000000

000142

Additional Fixed Charges and/or Special Assessments

Description		
EBMUD WETWEATHER	866-403-2683	120.34
* EAST BAY TRAIL LLD	888-512-0316	5.44
CITY LANDSCP/LIGHT	510-238-2942	76.98
Total Additional Fixed Charges and/or Special Assessments		202.76

IMPORTANT REMINDERS

1. Partial payments are not acceptable - payments made for less than the total installment due will be returned to the taxpayer.
2. Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.
3. Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
4. New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT

Due: FEBRUARY 1, 2022
 Delinquent: 5 p.m., APRIL 10, 2022

Do Not Use This Stub After June 30, 2022
 2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT

Due: NOVEMBER 1, 2021
 Delinquent: 5 p.m., DECEMBER 10, 2021

Do Not Use This Stub After June 30, 2022
 TO PAY BOTH INSTALLMENTS SEND **BOTH** STUBS

INFORMATION ABOUT 2021-2022 SECURED TAX BILL

1. **Property Assessment and Attachment of Tax Lien:** The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
 - (a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
 - (b) Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
2. **Your Tax Collector does not determine the amount you pay in taxes.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
3. **The Total Amount Due is payable in two installments:**
 - (a) The 1st installment is due on **NOVEMBER 1, 2021** and is delinquent at 5 p.m. **DECEMBER 10, 2021** after which a 10% penalty attaches.
 - (b) The 2nd installment is due on **FEBRUARY 1, 2022** and is delinquent at 5 p.m. **APRIL 10, 2022** after which a 10% penalty and \$10 cost attach.
 - (c) In order to pay both installments at the same time, remit the **TOTAL AMOUNT DUE** with both installment payment stubs by DECEMBER 10, 2021.
 - (d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
4. **If the amount due is unpaid at 5 p.m. June 30, 2022**, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

5. Full Value Exemption Legend:

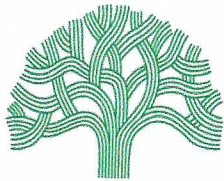
- | | |
|--------------------------|----------------------------|
| C- Church | D- Welfare/Hospital |
| G- Cemetery | H- Homeowner |
| M- Miscellaneous | R- Religious |
| S- Public School | V- Veteran |
| W- Welfare/Others | X- Combination |

6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2021, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2021. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill.

8. Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons. The State Controller's Office(SCO) administers the Property Tax Postponement(PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their residence. PTP applications are accepted from October 1 to February 10 each year. For more information, go to http://www.sco.ca.gov/ardtax_prop_tax_postponement.html. If you have any questions, call (800)952-5661 or email postponement@sco.ca.gov.

000143



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

I served a copy of: Owner Resonse Petition 16261 for 567 Oakland Ave. Unit 304
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

PERSON(S) SERVED:

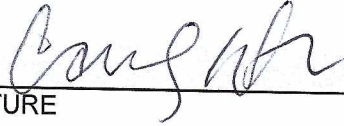
Name	Michael Joseph
Address	567 Oakland Ave., Unit 304
City, State, Zip	Oakland, CA 94611

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 12/8/22 (insert date served).

Carolann G. Hinkle

PRINT YOUR NAME

SIGNATURE



12/8/22
DATE

30 Day Notice of Change of Monthly Rent

To: Michael Reuben Joseph *(And all other occupants in possession)*
for the premises located at:

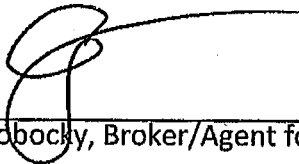
567 Oakland Ave Apt 304
Oakland, CA 94611-5046

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or **November 1, 2022**, whichever is later, your monthly rent is payable in advance on or before the 1st day of each month, will be the sum of **\$2,234.50**, instead of **\$2,050.00**, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations.

October 26, 2022
Date



Nicholas Drobocky, Broker/Agent for Owner

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare that I served the following notices:

- 1. 30 Day Notice of Change of Monthly Rent**
- 2. Notice to Tenants of the Residential Rent Adjustment Program ("RAP Notice")**

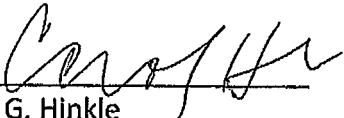
on the 26th day of October, 2022, on the tenant(s) / resident(s) in possession, in the manner indicated below:

- BY PERSONALLY DELIVERING a copy of the Notice to the following tenant(s) / resident(s):
- BY LEAVING a copy for each tenant / resident with a person of suitable age and discretion at the residence or usual place of business of the tenant(s) / resident(s), said tenant(s) / resident(s) being absent thereof;
AND MAILING by first class mail on said date a copy to each tenant / resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the tenant(s)/resident(s) at their place of residence.
- BY POSTING a copy for each tenant / resident in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said tenant(s) / resident(s);
AND MAILING by first class mail on said date a copy to each tenant / resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the tenant(s) / resident(s) at his/her/their place of residence.
- BY MAIL a copy was mailed to each tenant (and all other occupants in possessions):

Michael Reuben Joseph
567 Oakland Ave Apt 304
Oakland, CA 94611-5046

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

Executed this 26th day of October, 2022, in Oakland, California.



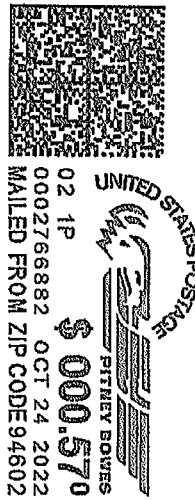
Carolann G. Hinkle
Declarant

000147



5021 Woodminster Lane, Oakland, CA 94602

Michael Reuben Joseph
(And all other occupants in possession)
567 Oakland Ave Apt 304
Oakland, CA 94611-5046



Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

Henry C. Levy, Treasurer and Tax Collector
11 Oak Street, Room 131
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
10-815-54	02602500	17-001	

Location of Property
7 OAKLAND AVE, OAKLAND
Assessed on January 1, 2021

SESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
R CA GOV CODE §6254.21

Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	1.74
CSA PARAMEDIC	925-867-3400	35.56
VEC CNTRL MSR A 84	800-273-5167	7.20
CITY EMERG MEDICAL	510-238-2942	16.22
CITY PARAMEDIC SRV	510-238-2942	12.92
CSA LEAD ABATEMENT	510-567-8280	10.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASUREG1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	118.76
CITY LIBRARY SRV-D	510-238-2942	83.94
MEAS-W OAKLAND VPT	855-831-1188	3,000.00
* 2020 OAK MEASURE Q	510-238-2942	153.52
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	1.30
HAZ WASTE PROGRAM	800-273-5167	6.64
VECTOR CNTRL ASMT	800-273-5167	3.04
MOSQUITO ASMT 2008	800-273-5167	1.50
EBRPD CFD NO A/C-3	888-512-0316	12.00
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	114.50
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		202.76
Total Fixed Charges and/or Special Assessments		4,372.60

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	1,005.25
CITY APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0041 %	4.11
CITY OF OAKLAND 1	0.2011 %	202.16
SCHOOL UNIFIED	0.1202 %	120.83
SCHOOL COMM COLL	0.0407 %	40.91
CITY AREA RAPID TRANSIT	0.0060 %	6.03
CITY BAY REGIONAL PARK	0.0020 %	2.01
TOTAL AD VALOREM TAX (AV TAX)	1.3741 %	1,381.30

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	59,084		
FIXTURES	41,441		
TOTAL REAL PROPERTY PERSONAL PROPERTY	100,525		
GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION	100,525	1.3741 %	1,381.30
TOTAL AD VALOREM TAX	100,525	1.3741 %	1,381.30
Ad Valorem Tax plus Special Assessments			5,753.90
First Installment	\$ 2,876.95	Second Installment	\$ 2,876.95
		Total Amount Due	\$ 5,753.90

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

SECOND INSTALLMENT PAYMENT, 2021-2022

PARCEL NO. 10-815-54
TRACER NO. 02602500

2 INTERNET COPY

THIS AMOUNT DUE FEB 1, 2022 ==> **\$ 2,876.95**



After APRIL 10, 2022 pay
\$ 3,174.64
(Includes delinquent penalty of 10% and \$10.00 cost)

Amounts Not Valid After
Thu, Jun 30, 2022

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

22022 2026025002 1000287695 00000000

ECheck is free of charge; Accepted through June 30, 2022 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @<http://www.acgov.org/mobile/apps/> through June 30, 2022. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of October 20, 2021 3:46 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

FIRST INSTALLMENT PAYMENT, 2021-2022

PARCEL NO. 10-815-54
TRACER NO. 02602500

1 INTERNET COPY

THIS AMOUNT DUE NOV 1, 2021 ==> **\$ 2,876.95**



After DECEMBER 10, 2021 pay
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000149

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5. Full Value Exemption Legend:

- | | |
|-------------------|---------------------|
| C- Church | D- Welfare/Hospital |
| G- Cemetery | H- Homeowner |
| M- Miscellaneous | R- Religious |
| S- Public School | V- Veteran |
| W- Welfare/Others | X- Combination |

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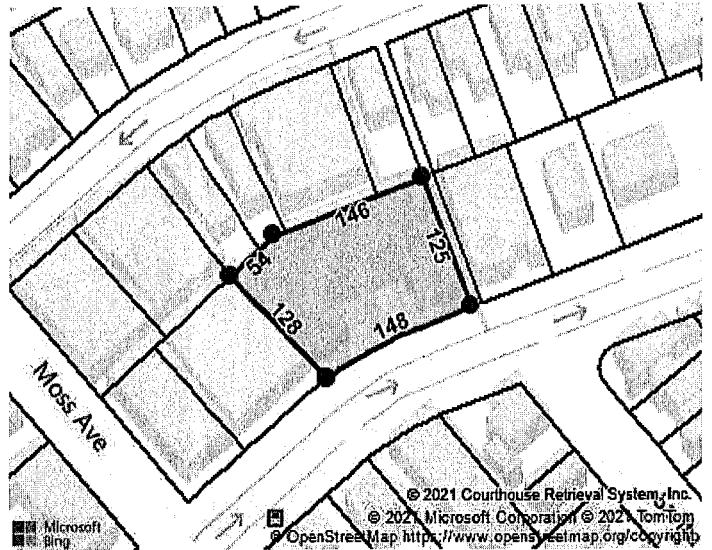
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Wednesday, October 20, 2021



No Images Available



LOCATION

Property Address 567 Oakland Ave
Oakland, CA 94611-5094

Subdivision

Carrier Route C038

County Alameda County, CA

GENERAL PARCEL INFORMATION

APN/Tax ID 10-815-54

Alt. APN 010 -0815-054-00

Account Number

Tax Area 17-001

2010 Census Trct/Blk 4040/1

Assessor Roll Year 2021

PROPERTY SUMMARY

Property Type Residential

Land Use Condominium Unit Residential

Improvement Type Condominium Unit Residential

Square Feet 745

of Buildings 1

CURRENT OWNER

Name Jones Robert D Jr

Mailing Address 2922 Thome Creek Ln
Houston, TX 77073-3424

Owner Occupied No

SCHOOL INFORMATION

These are the closest schools to the property

Piedmont Avenue Elementary School 0.6 mi
Elementary: K to 5 Distance

Westlake Middle School 0.6 mi
Middle: 6 to 8 Distance

Oakland Technical High School 0.8 mi
High: 9 to 12 Distance

SALES HISTORY THROUGH 10/04/2021

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
3/1/1979	3/1/1979		Jones Robert D Jr				79038467

TAX ASSESSMENT

Tax Assessment	2021	Change (%)	2020	Change (%)	2019
Assessed Land	\$59,084.00	\$606.00 (1.0%)	\$58,478.00	\$1,146.00 (2.0%)	\$57,332.00

Assessed Improvements	\$41,441.00	\$425.00 (1.0%)	\$41,016.00	\$804.00 (2.0%)	\$40,212.00
Total Assessment	\$100,525.00	\$1,031.00 (1.0%)	\$99,494.00	\$1,950.00 (2.0%)	\$97,544.00
Exempt Reason					
% Improved	41%				

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2020			\$2,721.30
2019			\$2,525.06
2018			\$2,475.94
2017			\$2,345.92
2016			\$2,178.78
2015			\$2,163.20
2014			\$2,078.76
2013			\$2,053.48

MORTGAGE HISTORY

No mortgages were found for this parcel.

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Condominium Unit Residential	Condition	Units
Year Built	1970	Effective Year	Stories
BRs	1	Baths 1 F H	Rooms
Total Sq. Ft.	745		
Building Square Feet (Living Space)		Building Square Feet (Other)	

- CONSTRUCTION

Quality	B	Roof Framing
Shape		Roof Cover Deck
Partitions		Cabinet Millwork
Common Wall		Floor Finish
Foundation		Interior Finish
Floor System		Air Conditioning
Exterior Wall		Heat Type
Structural Framing		Bathroom Tile
Fireplace		Plumbing Fixtures

- OTHER

Occupancy	Building Data Source
-----------	----------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Condominium Unit Residential	Lot Dimensions
Block/Lot		Lot Square Feet 22,133

Latitude/Longitude	37.820537°/-122.251891°	Acreage	0.51
--------------------	-------------------------	---------	------

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	School District
Zoning Code	
Owner Type	

LEGAL DESCRIPTION

Subdivision	Plat Book/Page
Block/Lot	Tax Area 17-001

Description

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0059G	08/03/2009

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

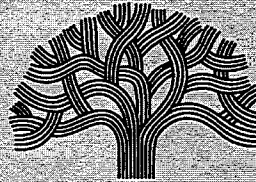
**ACCOUNT
NUMBER**
00059896

DBA JONES ROBERT D JR

BUSINESS LOCATION 567 OAKLAND AVE 304
OAKLAND, CA 94611-5046

BUSINESS TYPE M Rental - Residential Property

EXPIRATION DATE
12/31/2022



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>



JONES ROBERT D JR
WOODMINSTER REALTY
5021 WOODMINSTER LN
OAKLAND, CA 94602-2694

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!

79-038467

S/M wife

Recorded at the request of

Return to

Robert Duncan Jones, Jr.

567 Oakland Ave., #304

Oakland, California

Escrow No. 26079

RECORDED at REQUEST OF
 Northwestern Title Co.
 At 10:30 A.M.
 MAR - 1 1979
 OFFICIAL RECORDS OF
 ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
 COUNTY RECORDER



Grant Deed ()

For value received EUGENE S. LEWIS and MATTIE S. LEWIS, husband and wife

GRANT..... to ROBERT DUNCAN JONES, JR., a single man

all that real property situate in the City of Oakland

County of Alameda, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

Alameda County Account No. 10-815-54

DOCUMENTARY TRANSFER TAX \$ _____
 Signed - Party or Agent _____
 Firm Name _____

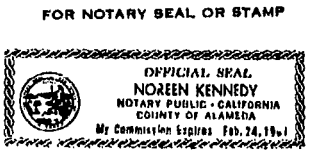
City of Oakland tax \$ 368.00
 of 1% of full value conveyed

DOCUMENTARY TRANSFER TAX \$ 53.90
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
 REMAINING THEREON AT TIME OF SALE
Northwestern Title Co
 Signature of declarant or agent determining tax with name
 CITY OF Oakland Unincorporated

Dated February 6, 1979

x *Mattie S. Lewis*
 Mattie S. Lewis

x *Eugene S. Lewis*
 Eugene S. Lewis



MAIL TAX STATEMENTS TO

Same as above

STATE OF CALIFORNIA }
 COUNTY OF Alameda } SS.
 On February 22, 1979 before me,
 the undersigned, a Notary Public in and for said County and State,
 personally appeared Eugene S. Lewis
Mattie S. Lewis

..... known to me
 to be the person whose name is subscribed to the within
 instrument and acknowledged that they executed the same.

Signature *Noreen Kennedy*

Name (Typed or Printed)

Northwestern Title Company of Alameda County
 26079

DESCRIPTION EXHIBIT "A"

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL A:

Unit 304, including Balcony and or Patio Number B-304 as shown on that certain Condominium Plan hereinafter referred to as the "Plan" and attached to that certain Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for Oak Point Condominiums, executed by Oak Point Associates, a Limited Partnership on January 29, 1976, and recorded in the Office of the Recorder of the County of Alameda, State of California, as Instrument No. 76-13915, Reel 4242, Image 402 and following, the Restrictions apply to the subdivided property set forth on that certain Subdivision Map entitled Tract 3360, Oak Point Condominiums, a Condominium Project, filed in the Office of the Recorder of the County of Alameda State of California, on January 16, 1976, Series No. 76-7063, Book 86, Map, Pages 76 and 77.

Excepting and reserving, however, the following:

1. Any portion of the Common Area lying within said Unit.
2. Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units.

PARCEL B:

Together with the following appurtenant easements:

1. Nonexclusive easements for support of said Parcel A through the Common Area and for repair of said Parcel A through all other Units and through the Common Area.
2. An exclusive easement to use Parking Space No. 32 as shown on the Plan.

Excepting and reserving, however, the nonexclusive easements described herein as Parcel D.

PARCEL C:

An undivided 2.459 percent interest as tenant in common in an to the Common Area, as shown on the Plan.

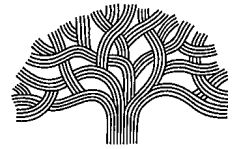
Excepting and reserving, however, the following:

1. Non exclusive easements appurtenant to all Units for support and repair; and
2. Exclusive easements appurtenant to each Unit for use of Parking Spaces not granted herein, for use of the other Units, as shown on the Plan.

PARCEL D:

Together with nonexclusive easements appurtenant to the Common Area through each Unit and Parking Space, for support and repair of the Common Area.

Commonly known as: 567 Oakland Avenue #304
Alameda County Account No. 10-815-54.



NOTICE OF INCOMPLETE TENANT PETITION

CASE NUMBER: T22-0202
CASE NAME: Joseph v. Jones
PROPERTY ADDRESS: 567 Oakland Avenue, Unit 304

The Rent Adjustment Program (hereinafter “RAP”) received a *Tenant Petition* from you on November 10, 2022

In order to be complete and considered filed, a petition by a tenant must include:

- a. A statement that the tenant is current on their rent or lawfully withholding rent;
- b. A substantially completed petition on the form prescribed by the Rent Adjustment Program signed under oath; and
- c. If your claim involves a claim of decreased housing services, a statement of the services that have been reduced or eliminated (along with a document listing the claimed value of the services.)
- d. Proof of service by first-class mail or in person of the tenant petition and any supporting documents on the opposing party (owner, subtenant, or primary tenant)

The petition which you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Proof of service of the tenant petition and any supporting documents on the Owner.	X

Notice to Property Owner of Tenant Petition Page was not affixed to the front of the Petition served on the property Owner (see attached Proof of Service Instructions)	X
--	---

You have 30 days from the date of the mailing of this letter to provide a completed petition. If you do not do so, your petition will be dismissed. Since your petition is not complete, the RAP is unable to accept the petition.

If you have any questions or concerns, consult the undersigned by email or phone. The email address is hearingsunit@oakandca.gov and the telephone number is 510-238-3721.

Dated: December 12, 2022

City of Oakland
Rent Adjustment Program



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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

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

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

➤ TO RESPOND:

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

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

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

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



CITY OF OAKLAND

**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) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 3) File a completed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

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

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

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Commercial Carrier.** I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

PRINTED NAME

SIGNATURE

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

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

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

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

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

SERVICE ON PROPERTY OWNER

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

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

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

FILING YOUR PETITION

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

Via email: hearingsunit@oaklandca.gov

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

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

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

AFTER PETITION IS FILED

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

FILE/DOCUMENT REVIEW

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

JURISDICTION

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

FOR MORE INFORMATION

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

PROOF OF SERVICE

Case Number: T22-0202

Case Name: Joseph v. Jones

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

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

Documents Included

Notice of Incomplete Tenant Petition

Proof of Service form

Manager

Nicholas Drobocky, Woodminster Real Estate Inc
5021 Woodminster Lane
Oakland, CA 94602

Owner

Robert Duncan Jones
2922 Thorne Creek Ln
Houston, TX 77073

Tenant

Michael Joseph
567 Oakland Avenue 304
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 13, 2022** in Oakland, California.

Brittni Lothlen

Brittni Lothlen

Oakland Rent Adjustment Program

000164



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

PROOF OF SERVICE

TENANT PETITION

Electronic Petition number: 16261

I declare under penalty of perjury under the laws of the State of California that on 11-10-2022 I, Michael Joseph, served a copy of the following document(s), Tenant Petition, the Notice to Property Owner of Tenant Petition and all attached 0 pages, to each opposing party, whose names and addresses are listed below, by United States mail.

Names of Served Document(s)

Addressee(s) Information

Addressee: Robert Duncan Jones
2922 Thorne Creek Ln
Houston TX 77073

Addressee: Nicholas Drobocky
5021 Woodminster Ln
Oakland CA 94602

Michael Joseph

11-10-2022

City of Oakland Rent Adjust Program
Date Printed: 11-10-2022

000165



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

PROOF OF SERVICE

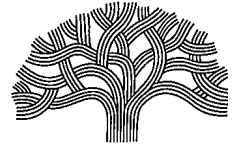
TENANT PETITION

Electronic Petition number: 16261

Michael Joseph

SIGNATURE OF PETITIONER OR
DESIGNATED REPRESENTATIVE

DATE: 11/10/2022



Housing and Community Development Department
Rent Adjustment Program

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

NOTICE OF INCOMPLETE OWNER RESPONSE

CASE NUMBER: T22-0202
CASE NAME: Joseph v. Jones
PROPERTY ADDRESS: 567 Oakland Avenue, Unit 304
Oakland, CA

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Response* from you on December 7, 2022

To be complete and considered filed, a response by a property owner must include:¹

- a. Proof of payment of the City of Oakland Business License Tax;
- b. proof of payment of the Rent Program Service Fee;²
- c. Evidence that the Owner has provided the RAP Notice to all Tenants affected by the petition or response.³
- d. A substantially completed petition on the form prescribed by the RAP signed under oath;
- e. For a rent increase, organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. For an exemption, organized documentation showing your right to the exemption.
- f. For all owner responses, the Owner must provide proof of service by first class mail or in person of the response and any supporting documents on the tenants of all units affected by the petition. (Note that if the supporting documents exceed 25 pages, the Owner is not required to serve the supporting documents on the affected tenants provided that the owner petition was served as required and the petition or attachment indicates

¹ See O.M.C. § 8.22.090 (B).

² See O.M.C. § 8.22.500.

³ This can be done initially by affirming that all notices have been sent but may require additional evidence if the statement is contested.

that the additional documents are or will be available at the RAP and that the Owner will provide copies of the supporting documents to the tenant upon written request within 10 days.)

The response that you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Proof of service of the response (and attachments where required) by first class mail or in person on all tenants in units affected by the response	X
Proof of payment of Business License Tax.	X
Proof of payment of the RAP Fee.	X
Agreement to participate in Mediation as requested by the Petitioner.	X

You have 30 days from the date of the mailing of this letter to provide a completed response. If you do not do so, your response will be dismissed. Since your response is incomplete, the RAP cannot accept the response, and any scheduled hearing will be postponed, if scheduled to occur in less than 30 days.

If you have any questions or concerns, consult RAP by email or phone. The email address is hearingsunit@oakalndca.gov, and the telephone number is 510-238-3721.

Dated: January 4, 2023

City of Oakland
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T22-0202

Case Name: Joseph v. Jones

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

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

Documents Included

Notice of Incomplete Owner Response

Manager

Nicholas Drobocky, Woodminster Real Estate Inc
5021 Woodminster Lane
Oakland, CA 94602

Owner

Robert Duncan Jones
2922 Thorne Creek Ln
Houston, TX 77073

Tenant

Michael Joseph
567 Oakland Avenue 304
Oakland, CA 94611

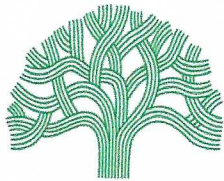
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 10, 2023** in Oakland, California.

Brittni Lothlen

Brittni Lothlen

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.

PROOF OF SERVICE

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

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

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

I served a copy of: Owner Resonse Petition 16261 for 567 Oakland Ave. Unit 304
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

PERSON(S) SERVED:

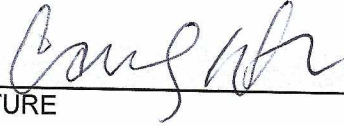
Name	Michael Joseph
Address	567 Oakland Ave., Unit 304
City, State, Zip	Oakland, CA 94611

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 12/8/22 (insert date served).

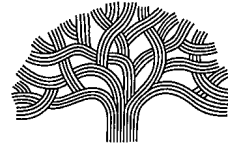
Carolann G. Hinkle

PRINT YOUR NAME

SIGNATURE



12/8/22
DATE



ADMINISTRATIVE DECISION

CASE NUMBER T22-0202

CASE NAME: Joseph v. Jones

PROPERTY ADDRESS: 567 Oakland Street, Unit 304
Oakland, CA

PARTIES: Michael Joseph, Tenant

SUMMARY OF DECISION

The Tenant's Petition is granted.

INTRODUCTION

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

BACKGROUND

On November 10, 2022, the Tenant filed the petition herein. The petition contests a rent increase alleged from \$2,050.00 to \$2,234.50, effective December 1, 2022, on the following grounds that the rent increase exceeds the legally allowable amount. The petition, completed under penalty of perjury, acknowledges receipt of the RAP Notice¹ on April 17, 2021, and with the Notice of Rent Increase challenged

¹ Notice to Tenants of the Residential Rent Adjustment Program.

A Notice of Incomplete Owner Response was sent to the Respondent on January 10, 2023.² The Respondent was given 35 days to file the necessary documents and a proof of service of their petition. To date, no new documents were filed, no proof of service was filed, and the response was not completed. Therefore, the response cannot be considered filed and complete. Accordingly, any documentation submitted with the response is inadmissible.³

RATIONALE FOR ADMINISTRATIVE DECISION

Rent Increase

Oakland City Council Ordinance 13589 CMS, adopted on March 27, 2020, states as follows at Section 4: .

Rent Increase Moratorium.

For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency, unless required to provide a fair return. Any notice of rent increase served during the Local Emergency . shall include the following statement in bold underlined 12-point font: **“During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (3-5% until June 30, 2020), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510.) 238—37.21 for additional information and referrals.”**

When the Rent Increase Moratorium was enacted, the CPI Rent Adjustment was 3-5%. The Moratorium clearly states that this CPI is in effect “until June 30, 2020.” As of July 1, 2022, the CPI Rent Adjustment is 3%. The Local Emergency remains in the City of Oakland. Therefore, increasing the Tenant’s base rent above 3%, or \$76.50, violates the Rent Increase Moratorium. The Owner’s 2022 Notice of Rent Increase was issued for \$184.50. Although the amount of the rent increase is less than the maximum allowed,

² O.M.C. Section 8.22.090(B)

³ O.M.C. Section 8.22.070(C). *Santiago v. Vega*, Case

When the Rent Increase Moratorium (Moratorium) was enacted, the CPI Rent Adjustment was 3-5%. The Moratorium clearly states that this CPI is “until June 30, 2020.” As of July 1, 2022, the CPI Rent Adjustment is 3%. The Local Emergency remains in the City of Oakland. Therefore, increasing the Tenant’s base rent above 3%, or \$61.50, violates the Moratorium. Therefore, the Owner’s Notice of Rent Increase of \$184.50 is invalid. Additionally, it would appear that the Notice of Rent Increase did not include the required statement in bold, underlined 12-point font, and is likewise on this basis invalid as well.

ORDER

1. Petition T22-0202 is granted.
2. The legal rent for the subject unit remains \$2,050.00.

Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: February 24, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number: T22-0202
Case Name: Joseph v. Jones

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

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

Documents Included

Administrative Decision

Manager

Nicholas Drobocky, Woodminster Real Estate Inc
5021 Woodminster Lane
Oakland, CA 94602

Owner

Robert Duncan Jones
2922 Thorne Creek Ln
Houston, TX 77073

Tenant

Michael Joseph
567 Oakland Avenue 304
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 28, 2022** in Oakland, California.

Brittni Lothlen

Brittni Lothlen
Oakland Rent Adjustment Program

000175



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Robert Jones		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant									
Property Address (Include Unit Number) 567 Oakland Ave., #304, Oakland CA 94611											
Appellant's Mailing Address (For receipt of notices) Robert Jones 2922 Thorne Creek Ln. Houston, TX 77073		Case Number T22-0202									
		Date of Decision appealed 2/24/2023 (served via US Mail on 2/28/2023)									
Name of Representative (if any) Kimberly Roehn, Attorney; Nicholas Brobocky, Manager, Woodminster Real Estate Inc.		Representative's Mailing Address (For notices) <table border="0"> <tr> <td>Kimberly Roehn</td> <td>Nicholas Brobocky</td> </tr> <tr> <td>Roehn Law Offices LLP</td> <td>Woodminster Real Estate Inc.</td> </tr> <tr> <td>1990 N. California Blvd., #800</td> <td>5021 Woodminster Ln.</td> </tr> <tr> <td>Walnut Creek, CA 94596</td> <td>Oakland, CA 94602</td> </tr> </table>		Kimberly Roehn	Nicholas Brobocky	Roehn Law Offices LLP	Woodminster Real Estate Inc.	1990 N. California Blvd., #800	5021 Woodminster Ln.	Walnut Creek, CA 94596	Oakland, CA 94602
Kimberly Roehn	Nicholas Brobocky										
Roehn Law Offices LLP	Woodminster Real Estate Inc.										
1990 N. California Blvd., #800	5021 Woodminster Ln.										
Walnut Creek, CA 94596	Oakland, CA 94602										

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

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

- 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: Appeal Attachment (6 pgs); Exhibits (26 pgs).*

- **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 March 20, 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Michael Joseph
<u>Address</u>	567 Oakland Ave., #304
<u>City, State Zip</u>	Oakland, CA 94611
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

DocuSigned by:  209BD01C0DC44E2...	3/20/2023
---	-----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

ATTACHMENT - OWNER APPEAL

Owner/Appellant Robert Jones (hereinafter “the owner”) files the following Appeal to the Administrative Decision dated February 24, 2023, wherein the Tenant Petition contesting the rent increase was granted without hearing and without consideration of the properly filed Owner Response, including supporting evidence.

The owner respectfully submits that the Rent Adjustment Program (“RAP”) lacks jurisdiction over the condominium unit at issue, which is exempt from the Oakland Rent Adjustment Program Ordinance (Article 1) (hereinafter “RAP Ordinance”), and the Administrative Decision must be reversed in full.

I. PROCEDURAL FACTS

The owner purchased the condominium at 567 Oakland Ave., #304, in Oakland on March 1, 1979. Tenant/Appellee Michael Joseph (hereinafter “the tenant”) began residing in the condominium on May 1, 2021.

On October 26, 2022, the owner served the tenant with a notice stating that effective December 1, 2022, the monthly rent would increase from \$2,050 to \$2,234.50, or 9%.

The tenant contested the increase by filing a Tenant Petition (petition no. 16261) with the RAP on November 10, 2022; **the Petition identified the unit as a condominium.** (See **Exhibit 1.**¹) The owner then filed an Owner Response on December 7, 2022, both electronically and via US Mail, which stated that the condominium is exempt from the rent control ordinance; the owner included 12 pages of documentary evidence with the response. The RAP confirmed receipt of the owner’s electronic filings. (See **Exhibit 2.**)

On December 12, 2022, the RAP sent the tenant a Notice of Incomplete Tenant Petition citing failure to file a proof of service with his petition. In response to this notice, the tenant filed a *new* petition on December 24, 2022 (petition no. 16267), which was essentially identical to the original petition but included a proof of service. The owner did not submit a new, identical response given that these filings were clearly intended to be a continuation of the same case. To the owner’s knowledge, only one case number (T22-0202) was generated despite the filing of two petitions.

On January 10, 2022, the RAP sent the owner a Notice of Incomplete Owner Response, which failed to mention any of the owner’s filed materials and requested documentation that had already been filed. (See **Exhibit 3.**)

RAP Hearing Officer Elan Lambert issued an Administrative Decision dated February 24, 2022 granting the tenant’s petition without hearing. The decision noted the owner had not filed any new document or complete response, but also does not mention that the owner filed *any* response or what was “incomplete.” Officer Lambert cited only one basis for invalidating the rent increase:

¹ Only one page of relevance is included in an attempt to adhere to the Appeal Board’s requested page limitation. Additional documentation is available upon request.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L22-0202 (Jones v. Joseph)

Oakland City Council Ordinance 13589, the emergency rent increase moratorium limiting increases to 3%. (See **Exhibit 4.**)

The owner appeals on the grounds that the condominium is not a “covered unit” under the RAP Ordinance and the city lacks jurisdiction over the unit or rent increase at issue.

II. STANDARD OF APPEAL

The owner appeals the Administrative Decision on the following grounds:

1. The decision violates federal, state, or local law;
2. The decision is inconsistent with OMC Chapter 8.22, the Regulations, or prior decisions of the Board;
3. The decision is inconsistent with decisions issued by other Hearing Officers;
4. The owner was denied a sufficient opportunity to present his claim or respond to the petitioner’s claim.

Because the basis of appeal is legal error (i.e. that the Hearing Officer misinterpreted and/or misapplied a law or precedent), the applicable standard of review is *de novo*. (*People v. Cromer* (2001) 24 Cal.4th 889; *Pineda v. Williams-Sonoma Stores, Inc.* (2011) 51 Cal.4th 524.) The Appeal Board therefore does not defer to the Hearing Officer’s judgment, and instead reviews the issues independently.

III. DISCUSSION

The sole issue is whether the hearing officer erroneously exercised jurisdiction over a condominium that is exempt from Oakland’s RAP Ordinance.

a. The decision violates federal, state, or local law.

The threshold issue in any case—whether at the RAP or other court—is whether the tribunal has authority to decide the matter before it. Here, Officer Lambert did not address this threshold issue.

Per the Oakland Municipal Code (“OMC”) section 8.22.020, Oakland’s rent control provisions apply only to “covered units”, which are defined as:

"Covered Unit" means any dwelling unit, including joint living and work quarters, and all housing services located in Oakland and used or occupied in consideration of payment of rent with the exception of those units designated in Section 8.22.030 A. as exempt. "Covered Unit" includes a vehicular residential facility, as defined in Oakland Planning Code Section 17.10.700, rented or offered for rent for living or dwelling purposes, whether rent is paid for the recreational vehicle and the lot upon which it is located, or rent is paid for the lot alone. (OMC § 8.22.020, emphasis added.)

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L22-0202 (Jones v. Joseph)

The relevant exemption that applies to the property here is contained in OMC section 8.22.030(A)(7):

A. Types of Dwelling Units Exempt. The following dwelling units are not covered units for purposes of this Chapter, Article I only (the Just Cause for Eviction Ordinance (Chapter 8.22, Article II) and the Ellis Act Ordinance (Chapter 8.22, Article II)) have different exemptions):

7. Dwelling units exempt pursuant to Costa-Hawkins (California Civil Code § 1954.52).

California Civil Code section 1954.52 states:

(a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.²

Here, the property is a condominium (Assessor's Parcel No. 10-810-54) that was purchased as a single unit by the owner in 1979. It "is alienable separate from the title to any other dwelling unit" under *Costa-Hawkins*, and is therefore exempt from Oakland's RAP Ordinance.

The Owner Response (submitted online and via US Mail on December 7, 2022) clearly states the unit is an exempt property in several places and includes ample documentation supporting that fact. Even the Tenant Petition identifies the unit as a condominium. (See **Exhibits 1, 2.**)

In addition, all of the following are **public records** available to (if not created and maintained by) the City of Oakland which clearly identify the property as a condominium:

- Owner's Grant Deed, recorded 3/1/1979 (also filed with Owner Response on 12/7/2022);
- Alameda County Assessor's Parcel Map (available at: <https://assessormaps.acgov.org/BK010/0100815.00.PDF>)
- Alameda County Assessor's Parcel Details (available at: https://propinfo.acgov.org/?PRINT_PARCEL=10-815-24)
- The current Alameda County Secured Property Tax Bill for the subject property (available at: https://www.acgov.org/ptax_pub_app/RealSearch.do)

There is no circumstance under which the Tenant Petition, as filed, was eligible to be granted by Administrative Decision. Even if Officer Lambert had somehow not seen the Owner's Response identifying the exemption (which, again, was confirmed received by the RAP), the Tenant Petition itself identifies the property as condominium, and thus the Petition should have never been granted via Administrative Decision.

//

² Civil Code § 1952.54(a)(3)(B) identifies certain exceptions, none of which apply to this property or tenancy.

RAP personnel have a duty to exercise basic due diligence in order to evaluate the threshold issue of jurisdiction to confirm they are acting within the bounds of the of the authority granted by the Chapter 8.22 of the Oakland Municipal Code. This consideration is fundamental to the due process rights of those that appear before the RAP.

The law is clear that this unit is exempt from Oakland's RAP Ordinance, both under local and state law. As such, Officer Lambert had no authority to strike down the increase; the decision is invalid and void for lack of jurisdiction and must be reversed in its entirety.

b. The decision is inconsistent with OMC Chapter 8.22, the Regulations, and prior decisions of the Board, as well as decisions of other hearing officers.

For the reasons stated above, the decision in this case is improper under OMC section 8.22.020 et. seq. The subject property is not a "covered unit" and is exempt from the rent regulations under section 8.22.030(A)(7).

This Board has a long history of upholding this well-settled law and exemption. See, for example, the case of *Hill v. Brown* (T02-0190), wherein the Board held that a separately alienable single-family dwelling or condominium is exempt from Ordinance pursuant to Costa-Hawkins.

This decision is also inconsistent with the multitude of other cases where RAP hearing officers properly acknowledged exempted condominium units (e.g., L19-0060, L19-0210-L19-0252).

c. The owner was denied a sufficient opportunity to present his claim or respond to the Petitioner's claim.

Procedural due process is guaranteed in administrative hearings, and requires a fair hearing before an impartial, unbiased decisionmaker. (*Bracy v. Gramley* (1997) 520 U.S. 899, 904-905; *Nightlife Partners, Ltd. v. City of Beverly Hills* (2003) 108 Cal.App.4th, 81, 90.)

The RAP office sets out policies and procedures for parties to follow that, seemingly, are in place to ensure due process in its proceedings. However, a pattern has emerged wherein procedures and policies are not uniformly applied across hearing officers, and as a result the process and outcomes are inconsistent and often biased.

This case is one of many which demonstrate a pattern of Officer Lambert's bias in favor of tenants.

Here, the tenant identified the unit as a condominium in the Petition. Then, the owner properly and timely filed a complete Owner Response, including supporting evidence and documentation; the owner's documents were filed both electronically and via US Mail to ensure receipt and properly served on all parties. The Proof of Service was also filed.

In summary, all the substantive and procedural requirements were met for Officer Lambert to appropriately dismiss the Tenant Petition. (See OMC § 8.22.090, 8.22.110). Yet, Officer Lambert claimed to have never received any owner documents. **This is demonstrably false**; the RAP itself confirmed receipt of the owner documents. (See **Exhibit 2**, confirmation at PDF page 22.)

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

Case: L22-0202 (Jones v. Joseph)

Based on this false “deficiency”, an Administrative Decision was improperly issued without consideration of filed evidence or an opportunity to be heard, thereby denying the owner’s rights under Oakland and California Law.

This is far from the first time Officer Lambert has claimed not to have access to owner-filed documents, has demanded documentation irrelevant to the claims, issued improper deficiency notices, or granted tenant petitions in full via Administrative Decision based on incorrect allegations of owner deficiencies. (Compare **Exhibits 2 & 3.**) In fact, as an attorney representing owners in RAP cases for several years, I have never had a case where Officer Lambert did not issue the owner a deficiency notice claiming filed documents were missing, nor have I ever even had a case proceed to a hearing on the record.

Officer Lambert has exhibited a pattern of conduct wherein owners and tenants are held to different standards. She enforces an elevated standard of proof against owners that is over and above what is required by the OMC, California law, or precedent, making it nearly impossible for an owner to prevail before her. **This is the definition of bias and denial of due process.**

Examples of these issues are detailed in a previously confidential Request for Reassignment presented to the RAP, which served as the basis for prior Senior Hearing Officer Barbara Kong-Brown to grant several reassignment requests on the basis of bias (cases L20-0057, L20-0071, L21-0039). (See **Exhibit 5.**³)

Since that time, Officer Lambert has continued to demonstrate a lack of neutrality, but requests for reassignment have been denied by Officer Kong-Brown’s successor, Officer Marguerita Fa-Kaji. After being denied reassignment, my owner-clients have suffered the same pattern of conduct.^{4,5}

Officer Lambert’s lack of neutrality and pattern of bias against owners have also been raised before the Appeal Board in several cases (e.g. L19-007, L19-270, L19-0272, L19-0325).

In summary, the owner has been denied a hearing and a fair consideration of the evidence in this case, which is part of a larger pattern of inappropriate conduct that the owner respectfully urges this Board to consider and address.

//

³ Exhibits to the letter dated 12/10/2020 are intentionally omitted for brevity, but available upon request.

⁴ For example, in L21-0063, the owners were issued a deficiency notice on 2/7/2022--less than 48 hours before the 2/9/2022 hearing--stating the owner had not filed “documentation showing the justification and detailing the calculations”, which was inaccurate. The hearing was continued 1.5 months and the stated “deficiency” was addressed. Yet at the rescheduled hearing, Ofc. Lambert refused to go on the record and issued a *new* deficiency notice demanding the owner provide proof of service of the RAP notice, despite no tenant contesting receipt of the Notice nor was any tenant contesting the rent increase. Ofc. Lambert’s demand was directly contrary to OMC § 8.22.060 (B), which states that sufficient evidence of compliance with the RAP Notice “can be a statement of compliance given under oath.” Ultimately, the case was withdrawn, re-filed, and the owner petition granted by a different hearing officer.

⁵ A further example, in L22-0017, Ofc. Lambert issued a deficiency notice stating that the owner failed to produce adequate evidence that they served the RAP Notice despite the owner’s verified attestation in the petition and the absence of any tenant challenge (which is adequate under OMC § 8.22.060 (B) as discussed above in FN 4).

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM - APPEAL

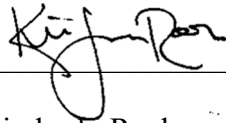
Case: L22-0202 (Jones v. Joseph)

IV. CONCLUSION

The subject property, a condominium, is exempt from the restrictions defined in Oakland's RAP Ordinance. The Hearing Officer in this case disregarded available evidence and filings and, as a result, incorrectly granted the Tenant/Appellee's petition without authority to do so. Therefore, the owner respectfully requests the decision be reversed and the rent increase reinstated effective the date of the original notice: December 1, 2022. The owner further requests that a Certificate of Exemption be issued.

Dated: March 20, 2023

Respectfully submitted,



Kimberly Roehn
Attorney for Owner/Appellant



City of Oakland Rent Adjustment Program
 250 Frank H. Ogawa Plaza, Suite 5313
 Oakland, CA 94612
 (510) 238-3721

TENANT PETITION

Property Address: 567 OAKLAND AV
Case: Petition: 16261
Date Filed: 11-10-2022

Party	Name	Address	Mailing Address	
Manager	Nicholas Drobocky Woodminster Real Estate Inc	5021 Woodminster Lane Oakland, CA 94602	5021 Woodminster Lane Oakland, California 94602	(510) 336-0202
Owner	Robert Duncan Jones	2922 Thorne Creek Ln Houston, TX 77073	2922 Thorne Creek Ln Houston, Texas 77073	
Tenant	Michael Joseph	567 Oakland Avenue 304 Oakland, CA 94611		(909) 907-4559 michael@unce.us

Number of units on the property 20 to 49 Units

Type of unit you rent Condominium

Is your rent subsidized or controlled by any government agency (such as HUD or Section 8), other than the Oakland Rent Adjustment Program? (Note: If your rent is controlled or subsidized by any other governmental agency, the Oakland Rent Adjustment Program may not have jurisdiction over your claim.) Please see the Jurisdiction notice on page 1 of this form. No

Are you current on your rent? Yes

City of Oakland Rent Adjust Program
 Date Printed: 11-10-2022



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

Owner Response

Case **Petition: 16261**
Property Address **567 OAKLAND AV, 304**

Parties

Party	Name	Address	Mailing Address
Tenant	Michael Joseph	567 Oakland Avenue 304Oakland, CA 94611	
	(909) 907-4559 michael@unce.us		
Manager	Nicholas Drobocky	5021 Woodminster Lane Oakland, CA 94602	5021 Woodminster Lane Oakland, California 94602
	Woodminster Real Estate Inc (510) 336-0202		
Owner	Robert Duncan Jones	2922 Thorne Creek Ln Houston, TX 77073	2922 Thorne Creek Ln Houston, Texas 77073

Business Information

Date of which you aquired the building	2-6-1979
Total Number of Units	1
Is there more than one street address on the parcel?	No
Type of Unit	Condominium
Is the contested increase a capital improvements increase?	No

City of Oakland Rent Adjust Program
Date Printed: 12-08-2022



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

Owner Response

Business License	00059896
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program Service Fee (\$101 per unit)?	Yes

Rent History

The tenant moved into the rental unit on	5-1-2021
Initial monthly rent	2050
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	4-17-2021
Is the tenant current on the rent?	Yes

City of Oakland Rent Adjust Program
Date Printed: 12-08-2022

000186⁰⁰³



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

Owner Response

Are you claiming an Exemption? Yes

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions:	Yes
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?	No
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?	No
3. Was the prior tenant evicted for cause?	No
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?	No
5. Is the unit a single family dwelling or condominium that can be sold separately?	Yes
6. Did the current tenant(s) have roommates when they moved in?	No
7a. Type of unit you rent	Condominium
7b. Did you purchase the unit?	Yes
8. Did you purchase the entire building?	No
9. From whom did you purchase it:	Eugene S. and Mattie S. Lewis

City of Oakland Rent Adjust Program
Date Printed: 12-08-2022



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

Owner Response

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.	No
The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983.	No
On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days.	No
The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction.	No
The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.	No
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.	No

Owner Responses on Petition Grounds

Questions	Owner Response
Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s)	Tenant was served by mail on October 26, 2022 with the 30-Day Notice of Change of Monthly Rent and the Notice to Tenants of the Residential Rent Adjustment Program. Proof of Service can be provided.
A government agency has cited the unit for serious health, safety, fire, or building code violations.	No Response Submitted

City of Oakland Rent Adjust Program
Date Printed: 12-08-2022



City of Oakland Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

Owner Response

The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.

No Response Submitted

Tenant(s) is/are being unlawfully charged for utilities.

No Response Submitted

Rent was not reduced after a prior rent increase period for capital improvements.

No Response Submitted

Tenant is contesting exemption based on fraud or mistake.

The property at 567 Oakland Ave., Unit 304 is a condominium exempt from rent increase limitations.

Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080C).

No Response Submitted

-----**END OF RESPONSE**-----

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**
00059896

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 JONES ROBERT D JR

BUSINESS LOCATION 567 OAKLAND AVE 304
OAKLAND, CA 94611-5046

BUSINESS TYPE M Rental - Residential Property

EXPIRATION DATE

12/31/2022



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.



JONES ROBERT D JR
WOODMINSTER REALTY
5021 WOODMINSTER LN
OAKLAND, CA 94602-2694

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

Woodminster Real Estate Co., Inc.



Bill #20010 - PAID

Vendor	City of Oakland Business Tax	Ref No.		
Bill Date	02/12/2022	Due Date	02/12/2022	
Terms	NET 30	Description	Oakland Business Taxes and license fee 2022, and RAP fees	
Last Modified By	chinkle - 02/12/2022 3:51 PM	Attached to	WO #21010	
Bill Splits				
Portfolio/Building	Unit	Account	Comments	Amount
JONES/ 567OAKLND304		61000 - Business Licenses and ...	Business License fee, taxes 2022	\$435.45
Total				\$435.45
Payments				
Date	Paid From	Payment Method		Amount
02/12/2022	1015 - New Trust Account	Check (15914)		\$435.45

79-038467

Recorded at the request of

Return to

Robert Duncan Jones, Jr.

567 Oakland Ave., #304

Oakland, California

Escrow No. 26079

RECORDED at REQUEST OF
Northwestern Title Co.
At 10:30 A.M.
MAR - 1 1979
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

CITY
TAX
PAID

TRANSFER
TAX PAID
ALAMEDA COUNTY

Grant Deed ()

For value received EUGENE S. LEWIS and MATTIE S. LEWIS, husband and wife

GRANT..... to ROBERT DUNCAN JONES, JR., a single man

all that real property situate in the City of Oakland

County of Alameda, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

Alameda County Account No. 10-815-54

Signed - Party or Agent
DOCUMENTARY TRANSFER TAX \$
Firm Name

City of Oakland tax \$ 368.00
of 1% of full value conveyed

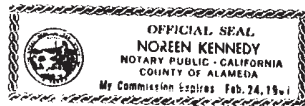
DOCUMENTARY TRANSFER TAX \$ 53.90
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE
Northwestern Title Co.
Noreen Kennedy
Signature of declarant or agent determining tax firm name
CITY OF Oakland Unincorporated

Dated February 6, 1979

x Mattie S. Lewis
Mattie S. Lewis

x Eugene S. Lewis
Eugene S. Lewis

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS TO

Same as above

STATE OF CALIFORNIA
COUNTY OF Alameda } SS.

On February 22, 1979 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Eugene S. Lewis,
Mattie S. Lewis

known to me
to be the person whose name etc. subscribed to the within
instrument and acknowledged that they executed the same.

Signature Noreen Kennedy

Name (Typed or Printed)

Northwestern Title Company of Alameda County

26079 ©

D E S C R I P T I O N EXHIBIT "A"

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL A:

Unit 304, including Balcony and or Patio Number B-304 as shown on that certain Condominium Plan hereinafter referred to as the "Plan" and attached to that certain Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for Oak Point Condominiums, executed by Oak Point Associates, a Limited Partnership on January 29, 1976, and recorded in the Office of the Recorder of the County of Alameda, State of California, as Instrument No. 76-13915, Reel 4242, Image 402 and following, the Restrictions apply to the subdivided property set forth on that certain Subdivision Map entitled Tract 3360, Oak Point Condominiums, a Condominium Project, filed in the Office of the Recorder of the County of Alameda State of California, on January 16, 1976, Series No. 76-7063, Book 86, Map, Pages 76 and 77.

Excepting and reserving, however, the following:

1. Any portion of the Common Area lying within said Unit.
2. Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units.

PARCEL B:

Together with the following appurtenant easements:

1. Nonexclusive easements for support of said Parcel A through the Common Area and for repair of said Parcel A through all other Units and through the Common Area.
2. An exclusive easement to use Parking Space No. 32 as shown on the Plan.

Excepting and reserving, however, the nonexclusive easements described herein as Parcel D.

PARCEL C:

An undivided 2.459 percent interest as tenant in common in an to the Common Area, as shown on the Plan.

Excepting and reserving, however, the following:

1. Non exclusive easements appurtenant to all Units for support and repair; and
2. Exclusive easements appurtenant to each Unit for use of Parking Spaces not granted herein, for use of the other Units, as shown on the Plan.

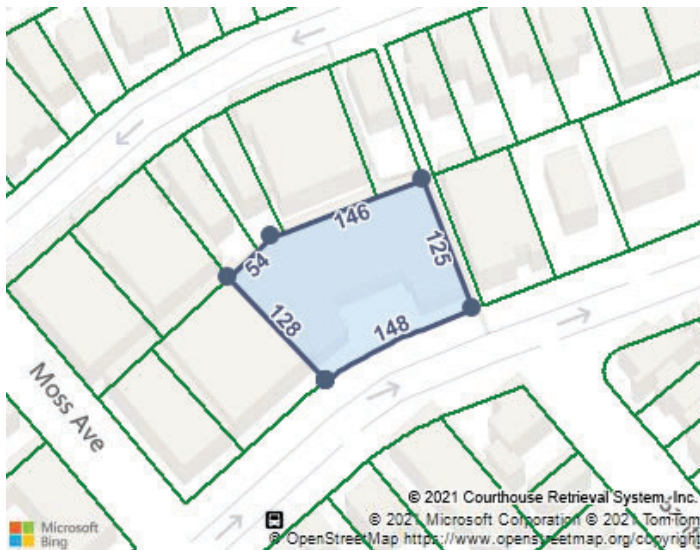
PARCEL D:

Together with nonexclusive easements appurtenant to the Common Area through each Unit and Parking Space, for support and repair of the Common Area.

Commonly known as: 567 Oakland Avenue #304
Alameda County Account No. 10-815-54.



No Images Available



LOCATION

Property Address	567 Oakland Ave Oakland, CA 94611-5094
Subdivision	
Carrier Route	C038
County	Alameda County, CA

GENERAL PARCEL INFORMATION

APN/Tax ID	10-815-54
Alt. APN	010-0815-054-00
Account Number	
Tax Area	17-001
2010 Census Trct/Blk	4040/1
Assessor Roll Year	2021

PROPERTY SUMMARY

Property Type	Residential
Land Use	Condominium Unit Residential
Improvement Type	Condominium Unit Residential
Square Feet	745
# of Buildings	1

CURRENT OWNER

Name	Jones Robert D Jr
Mailing Address	2922 Thorne Creek Ln Houston, TX 77073-3424
Owner Occupied	No

SCHOOL INFORMATION

These are the closest schools to the property

Piedmont Avenue Elementary School	0.6 mi
Elementary: K to 5	Distance
Westlake Middle School	0.6 mi
Middle: 6 to 8	Distance
Oakland Technical High School	0.8 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 10/04/2021

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
3/1/1979	3/1/1979		Jones Robert D Jr				79038467

TAX ASSESSMENT

Tax Assessment	2021	Change (%)	2020	Change (%)	2019
Assessed Land	\$59,084.00	\$606.00 (1.0%)	\$58,478.00	\$1,146.00 (2.0%)	\$57,332.00

Assessed Improvements	\$41,441.00	\$425.00 (1.0%)	\$41,016.00	\$804.00 (2.0%)	\$40,212.00
Total Assessment	\$100,525.00	\$1,031.00 (1.0%)	\$99,494.00	\$1,950.00 (2.0%)	\$97,544.00
Exempt Reason					
% Improved	41%				

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2020			\$2,721.30
2019			\$2,525.06
2018			\$2,475.94
2017			\$2,345.92
2016			\$2,178.78
2015			\$2,163.20
2014			\$2,078.76
2013			\$2,053.48

MORTGAGE HISTORY

No mortgages were found for this parcel.

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Condominium Unit Residential	Condition	Units
Year Built	1970	Effective Year	Stories
BRs	1	Baths	1 F H
Total Sq. Ft.	745		
Building Square Feet (Living Space)	Building Square Feet (Other)		

- CONSTRUCTION

Quality	B	Roof Framing
Shape		Roof Cover Deck
Partitions		Cabinet Millwork
Common Wall		Floor Finish
Foundation		Interior Finish
Floor System		Air Conditioning
Exterior Wall		Heat Type
Structural Framing		Bathroom Tile
Fireplace		Plumbing Fixtures

- OTHER

Occupancy	Building Data Source
------------------	-----------------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Condominium Unit Residential	Lot Dimensions
Block/Lot		Lot Square Feet
		22,133

Latitude/Longitude	37.820537°/-122.251891°	Acreage	0.51
---------------------------	-------------------------	----------------	------

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	School District
Zoning Code	
Owner Type	

LEGAL DESCRIPTION

Subdivision	Plat Book/Page
Block/Lot	Tax Area 17-001

Description

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0059G	08/03/2009

From: City of Oakland - Applications <oakapps@oaklandca.gov>
Sent: Wednesday, December 7, 2022 5:50 PM
To: services@woodminsterrealty.com
Subject: Owner Response - Rent Adjust Program



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

Owner Response Submission Confirmation

Thank you for submitting your response to case number .

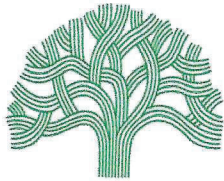
Your response number is **1252**

Before your response will be processed, you must upload a proof of service document declaring that you have mailed (or personally delivered) a copy of your owner response, and any documents you uploaded in support of your response and a copy of the proof of service form to the tenant and/or tenant's designated representative.

You may have already received written confirmation with an assigned case number(which is different than the electronic petition number), the name of your analyst and hearing date in the mail. If not, you will receive these documents shortly. You may submit any additional documentation until 7 days before the hearing either through the portal or by mail (if by mail, the documents must be received at the RAP by the due date). You may review the other party's submitted documents by appointment. Please contact our office to schedule an appointment for File Review.

Pay close attention your email and your mail for information regarding any next steps.

If you have any questions please contact RAP staff at Phone: (510) 238-3721.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

I served a copy of: Owner Resonse Petition 16261 for 567 Oakland Ave. Unit 304
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 12 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

PERSON(S) SERVED:

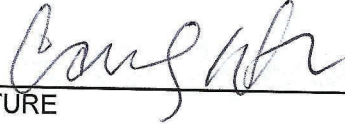
Name	Michael Joseph
Address	567 Oakland Ave., Unit 304
City, State, Zip	Oakland, CA 94611

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 12/8/22 (insert date served).

Carolann G. Hinkle

PRINT YOUR NAME

SIGNATURE



12/8/22
DATE



CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

NOTICE OF INCOMPLETE OWNER RESPONSE

CASE NUMBER: T22-0202
CASE NAME: Joseph v. Jones
PROPERTY ADDRESS: 567 Oakland Avenue, Unit 304
Oakland, CA

The Rent Adjustment Program (hereinafter "RAP") received a *Property Owner Response* from you on December 7, 2022

To be complete and considered filed, a response by a property owner must include:¹

- a. Proof of payment of the City of Oakland Business License Tax;
- b. proof of payment of the Rent Program Service Fee;²
- c. Evidence that the Owner has provided the RAP Notice to all Tenants affected by the petition or response.³
- d. A substantially completed petition on the form prescribed by the RAP signed under oath;
- e. For a rent increase, organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. For an exemption, organized documentation showing your right to the exemption.
- f. For all owner responses, the Owner must provide proof of service by first class mail or in person of the response and any supporting documents on the tenants of all units affected by the petition. (Note that if the supporting documents exceed 25 pages, the Owner is not required to serve the supporting documents on the affected tenants provided that the owner petition was served as required and the petition or attachment indicates

¹ See O.M.C. § 8.22.090 (B).

² See O.M.C. § 8.22.500.

³ This can be done initially by affirming that all notices have been sent but may require additional evidence if the statement is contested.

that the additional documents are or will be available at the RAP and that the Owner will provide copies of the supporting documents to the tenant upon written request within 10 days.)

The response that you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Proof of service of the response (and attachments where required) by first class mail or in person on all tenants in units affected by the response	X
Proof of payment of Business License Tax.	X
Proof of payment of the RAP Fee.	X
Agreement to participate in Mediation as requested by the Petitioner.	X

You have 30 days from the date of the mailing of this letter to provide a completed response. If you do not do so, your response will be dismissed. Since your response is incomplete, the RAP cannot accept the response, and any scheduled hearing will be postponed, if scheduled to occur in less than 30 days.

If you have any questions or concerns, consult RAP by email or phone. The email address is hearingsunit@oakalndca.gov, and the telephone number is 510-238-3721.

Dated: January 4, 2023

City of Oakland
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T22-0202

Case Name: Joseph v. Jones

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

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

Documents Included

Notice of Incomplete Owner Response

Manager

Nicholas Drobocky, Woodminster Real Estate Inc
5021 Woodminster Lane
Oakland, CA 94602

Owner

Robert Duncan Jones
2922 Thorne Creek Ln
Houston, TX 77073

Tenant

Michael Joseph
567 Oakland Avenue 304
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 10, 2023** in Oakland, California.

Brittini Lothlen

Brittini Lothlen

Oakland Rent Adjustment Program

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER T22-0202

CASE NAME: Joseph v. Jones

PROPERTY ADDRESS: 567 Oakland Street, Unit 304
Oakland, CA

PARTIES: Michael Joseph, Tenant

SUMMARY OF DECISION

The Tenant's Petition is granted.

INTRODUCTION

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

BACKGROUND

On November 10, 2022, the Tenant filed the petition herein. The petition contests a rent increase alleged from \$2,050.00 to \$2,234.50, effective December 1, 2022, on the following grounds that the rent increase exceeds the legally allowable amount. The petition, completed under penalty of perjury, acknowledges receipt of the RAP Notice¹ on April 17, 2021, and with the Notice of Rent Increase challenged

¹ Notice to Tenants of the Residential Rent Adjustment Program.

A Notice of Incomplete Owner Response was sent to the Respondent on January 10, 2023.² The Respondent was given 35 days to file the necessary documents and a proof of service of their petition. To date, no new documents were filed, no proof of service was filed, and the response was not completed. Therefore, the response cannot be considered filed and complete. Accordingly, any documentation submitted with the response is inadmissible.³

RATIONALE FOR ADMINISTRATIVE DECISION

Rent Increase

Oakland City Council Ordinance 13589 CMS, adopted on March 27, 2020, states as follows at Section 4: .

Rent Increase Moratorium.

For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency, unless required to provide a fair return. Any notice of rent increase served during the Local Emergency . shall include the following statement in bold underlined 12-point font: **“During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (3-5% until June 30, 2020), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510.) 238—37.21 for additional information and referrals.”**

When the Rent Increase Moratorium was enacted, the CPI Rent Adjustment was 3-5%. The Moratorium clearly states that this CPI is in effect “until June 30, 2020.” As of July 1, 2022, the CPI Rent Adjustment is 3%. The Local Emergency remains in the City of Oakland. Therefore, increasing the Tenant’s base rent above 3%, or \$76.50, violates the Rent Increase Moratorium. The Owner’s 2022 Notice of Rent Increase was issued for \$184.50. Although the amount of the rent increase is less than the maximum allowed,

² O.M.C. Section 8.22.090(B)

³ O.M.C. Section 8.22.070(C). Santiago v. Vega, Case

When the Rent Increase Moratorium (Moratorium) was enacted, the CPI Rent Adjustment was 3-5%. The Moratorium clearly states that this CPI is “until June 30, 2020.” As of July 1, 2022, the CPI Rent Adjustment is 3%. The Local Emergency remains in the City of Oakland. Therefore, increasing the Tenant’s base rent above 3%, or \$61.50, violates the Moratorium. Therefore, the Owner’s Notice of Rent Increase of \$184.50 is invalid. Additionally, it would appear that the Notice of Rent Increase did not include the required statement in bold, underlined 12-point font, and is likewise on this basis invalid as well.

ORDER

1. Petition T22-0202 is granted.
2. The legal rent for the subject unit remains \$2,050.00.

Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: February 24, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number: T22-0202
Case Name: Joseph v. Jones

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

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

Documents Included
Administrative Decision

Manager
Nicholas Drobocky, Woodminster Real Estate Inc
5021 Woodminster Lane
Oakland, CA 94602

Owner
Robert Duncan Jones
2922 Thorne Creek Ln
Houston, TX 77073

Tenant
Michael Joseph
567 Oakland Avenue 304
Oakland, CA 94611

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 28, 2022** in Oakland, California.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program



CONFIDENTIAL

Via Email

To: Barbara Kong-Brown (BKong-Brown@oaklandca.gov)
 CC: Chanee Franklin Minor (CFranklinMinor@oaklandca.gov)

From: Kimberly Roehn, Owner Representative (kim@roehnlaw.com)

Date: December 10, 2020

**Re: *Request for Reassignment of Hearing Officer in Cases:
 L20-0057 – Sweet Rentality LLC v. Tenant,
 L20-0071 – Hertzell Enterprises LLC v. Tenants.***

Dear Ms. Kong-Brown,

I am writing to you confidentially to request that the above-titled cases be reassigned on the grounds that I do not believe my clients will receive a fair or unbiased hearing with the current hearing officer, Elan Lambert, presiding.

Currently, case no. L20-0057 (Sweet Rentality LLC v. Tenant) is set for hearing on January 20, 2021. Case no. L20-0071 (Hertzell Enterprises LLC v. Tenants) is not yet set.

The context of this request is as follows: I am an attorney and have been representing owners in Rent Adjustment Program (“RAP”) matters for the past several years. This is the first such request I have made; the issues and mishandling I have witnessed are exclusive to this particular hearing officer.

The first case I had assigned to Hearing Officer Lambert (“H.O. Lambert”) was a straight-forward petition for certificate of exemption (L19-0060 et. al.). The case began in January 2019 and was just submitted at hearing yesterday—a hearing which occurred only after the case was reassigned to a new hearing officer, who reversed H.O. Lambert’s prior incorrect orders and promptly set the matter to be heard. The handling of this case under H.O. Lambert illustrates the basis for my instant request to re-assign other cases.

In summary, over the past nearly **two years** of this case, H.O. Lambert issued unsolicited pre-hearing "Orders" that were plainly contrary to law and facts, gave contradictory and inconsistent instructions regarding petition procedures and deficiencies, demanded unnecessary information, repeatedly canceled and re-set hearings without notice (pre-COVID), and ultimately refused to set the matter despite repeated requests.

The petition was filed on 1/24/2019 and sought certificates of exemption for each unit in a 45-unit building (there is one certificate of occupancy, each has a separate APN). Initially I received instructions to file one petition for all units.

The petition was filed and set for hearing on 9/25/2019; however, when my client and I appeared for the hearing, H.O. Lambert turned us away based on her incorrect insistence that a deficiency existed related to RAP fees. No deficiency notice had been



issued on these grounds. Yet, at the outset, H.O. Lambert insisted a deficiency existed and demanded proof of payment of RAP fees; however, the Business Tax Office had already, years prior, determined my clients were exempt from paying RAP fees for this building based on the date of the certificate of occupancy. This is standard operating procedure at Business Tax - they do not charge RAP fees to “new construction” based on the code, and staff notes the exemption in their system (which was done here). Thus, my clients had not been assessed the fees and had a \$0 balance. This has never been a controversial process until H.O. Lambert insisted that she, not the Business Tax Office, determines who owes RAP fees, and she would not proceed in any fashion.

After this, I was met with roadblocks at literally every turn. For example, H.O. Lambert soon insisted we re-file 44 separate petitions in place of the original single petition, despite prior instruction to file a single petition (and subsequent commentary from RAP staff that we, indeed, should not have been made to file more than one petition). I was repeatedly told these 44 petitions would be consolidated and handled together given the same underlying facts and evidence (ie. same certificate of occupancy). I complied with each of H.O. Lambert’s requests despite my belief that they were not warranted or required by the code.

On 3/3/2020, my client was issued a Deficiency Notice on the same RAP fees issue; I provided a detailed response on 3/13/2020 which was not acknowledged or provided a response.

As of 9/8/2020, I had been in communication with H.O. Lambert, through analysts and directly, regarding:

1. my request for confirmation that the 3/3/2020 Deficiency Notice was resolved and no deficiencies remained;
2. consolidation of the 44 petitions, which was necessary and proper under the applicable law, and which I had been repeatedly reassured would occur;
3. my request that the hearing be heard remotely given the pandemic and the current public health directives.

On 9/8/2020, I was suddenly told:

1. I had *never* requested consolidation. I disputed this and provided copies of **ten prior emails** where I had, in fact, requested and discussed consolidation;
2. I was also told that my failure to provide email addresses of all tenants – something never before requested or required (and something I have never do out of concern for tenant privacy) was a bar to my request to set the hearing remotely; and
3. My status request regarding the deficiency notice was, again, ignored entirely.

In the days following, several subsequent emails were exchanged in an attempt to clarify the situation. Although these emails were being sent by the analyst, my understanding was the instructions and content of the RAP’s responses were coming directly from H.O. Lambert. (Emails attached hereto as Exhibit A.)



On 9/22/2020, H.O. Lambert issued an unsolicited “Order” against my clients without providing them an opportunity to be heard on legal issues that required factual analysis and potentially testimony. The Order denied my request for consolidation with no stated basis, denied my request for remote hearing with no stated basis, and again failed to speak to the deficiency status. That order is attached hereto as Exhibit B.

The Order raised more questions than it answered. I was dumbfounded by the proceedings and requested clarification. (See Exhibit A.)

Based on the entirety of this case, it became clear to me that H.O. Lambert’s conduct rose above simple mistake or inadvertence, and my clients were all but guaranteed to fail on account of H.O. Lambert’s bias.

On its own initiative, on 10/21/2020 the RAP reassigned the case to a new hearing officer who ***immediately reversed H.O. Lambert’s orders in their entirety*** and set the consolidated case for remote hearing on 12/9/2020. (See Exhibit C.) The hearing was straight-forward and completed in under 20 minutes.

Recently I have had two other cases assigned to H.O. Lambert. In one of these cases, L20-0057, I am already experiencing similar issues: months after filing the case, I realized I had not yet received a hearing date despite having dates set on several other petitions that were filed much later. I requested a status update but my email was ignored. Soon thereafter, I received a completely erroneous Deficiency Notice; it was immediately clear that the notice entirely ignored the petition’s contents and attachments. I immediately responded to the notice by re-sending the 33 pages of documents that were filed with the original petition and citing page numbers of the documents claimed to be missing.

I still have not received any response to that email, nor to my subsequent request for confirmation that the deficiencies are resolved. As of today, a hearing date still has not been set. This is all too reminiscent of the treatment I came to expect of H.O. Lambert, which has cost my clients far more time and expense than would be necessary in an ordinary case that proceeds efficiently, reasonably, and fairly.

In summary, I am confident H.O. Lambert cannot provide a fair, unbiased, or proper decision in any matter I am involved in based on her past conduct. Accordingly, I request my cases be reassigned to a new hearing officer.

Sincerely,

Kimberly Roehn

Enclosures: Exhibits A-C



MEMORANDUM

Date: May 8, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Summary in T19-0186, T19-0235
Didrickson v. Commonwealth Company
Appeal Hearing Date: May 11, 2023

Property Address: 2230 Lakeshore Avenue, No.7, Oakland, CA
Appellant/Owner: Commonwealth Company
Respondents/Tenants: Glenda Didrickson
Carlos Didrickson

BACKGROUND

On February 5, 2019, tenants Glenda Didrickson and Carlos Didrickson filed a petition alleging the following decreased housing services:

- Gas heater not working 11/18 to 1/31/19;
- Patio not replaced (patio boards removed 2/17 with no legal permit);
- Bedroom vent leaks rainwater when heavy rain;
- Patio door handle broken; door frame separates from glass.

On March 26, 2019, the tenants filed a second, supplemental petition alleging health and safety code violations in addition to the claim of decreased housing services, including:

- No legal permit to remove patio deck;
- No legal permit to install heating duct on roof above bedroom;
- Water dripping from heater duct in bedroom;
- Sliding patio door frame handle broken, frame shows a gap and separates from glass door;

- Electrical breaker trips when multiple appliances on;
- No smoke/carbon dioxide detector in the living room.

RULING ON THE CASE

On December 23, 2019, the Hearing Officer issued a Hearing Decision, denying the tenants' petitions. At the start of the hearing, the Hearing Officer noted that the tenants' petition listed various claims that had already been decided in prior hearing decisions, of which the Hearing Officer took official notice. The hearing was therefore limited in scope to only three items in the petitions which had not been addressed in prior cases: the gas heater, the smoke/carbon monoxide detectors, and the electric breaker.

The claims regarding the gas heater and smoke/carbon monoxide detectors were denied on the grounds that, according to the owner's testimony, repairs had been made, and any delay in completing the repairs were due to difficulty coordinating with the tenants.

The claim regarding the electric breaker was denied based on the owner's testimony that the tenants were overloading the circuit breaker, that if the tenants stopped turning everything on at once the breaker would not short circuit, and that this issue did not affect the habitability of the unit.

FIRST APPEAL (2020)

The tenants filed an appeal on several grounds, including that they were denied an opportunity to speak about unresolved issues and the building inspector's report on the health and safety violations, and that the Hearing Officer failed to consider the Notice of Violation issued by the building inspector.

The appeal came before the Board on April 8, 2021. The Board remanded the case to the Hearing Officer to address only the following: (1) whether the issues in the March 19, 2019, Notice of Violation were resolved, (2) if the issues constituted reduction of housing service, and, if so, (3) the value, if any, of the reduction, with the parties allowed to submit new evidence on remand only with regard to the Notice of Violation and any subsequent City action regarding that Notice.

REMAND DECISION (2021)

A remand hearing was held on October 4, 2021. Both parties submitted documentary evidence in advance of the hearing. The Hearing Officer issued a Remand Hearing Decision on January 25, 2022, granting the decreased housing service claims for the heating vent leak, the broken patio door handle, and issues with the electrical breaker. The findings were based on the fact that the 2019 Notice of Violation indicated

that these were ongoing issues, and subsequent re-inspection notices from February 2020 and June 2021 indicate that the issues had not been abated.

The owner submitted evidence in advance of the hearing but did not attend.

CURRENT APPEAL

The owner filed an appeal of the Remand Hearing Decision on February 2, 2022. On appeal, the owner argues that the restitution for the door handle and leaking vent are improper. Regarding the door handle, the city ordered that the deck be removed and access to the deck be sealed. The tenant has refused to allow the access doors to be sealed, and has no right to be using the doors as there is no deck access allowed per the city's building department. The tenant has been receiving a monthly rent credit for the loss of the use of the deck.

Regarding the leak, this claim is not supported by evidence. A licensed roofer and HVAC contractor have examined the vent and found no leak. The city building inspector noted the tenant's complaints but did not see any leak. Tenant claims to have a video of the leak but has not shown it to anyone.

Finally, the owner argues that the tenant is not eligible to file a petition because the tenant has been behind on rent since September 2017.

ISSUES

1. Are the decreased housing service awards for the door handle and the leak supported by substantial evidence?



MEMORANDUM

Date: May 8, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Summary in T22-0202, Joseph v. Jones
Appeal Hearing Date: May 11, 2023

Property Address: 567 Oakland Street, Unit 304, Oakland, CA
Appellant/Owner: Robert Duncan Jones (owner)
Nicholas Drobocky (manager)
Respondent/Tenant: Michael Joseph

BACKGROUND

Tenant Michael Joseph filed a petition with the Rent Adjustment Program on November 10, 2022, contesting a single rent increase from \$2,050 to \$2,234.50 (an increase of \$184.50, or 9%). The tenant petition indicated that the unit is a condominium, and that the tenant received a RAP notice prior to moving into the unit. The owner filed a response on December 7, 2022, alleging that the property is exempt from the Rent Adjustment Program under Costa-Hawkins because it is a condominium. The owner submitted the following documentation: a copy of the rent increase notice and proof of service; tax records, a deed, and other documentation indicating that the unit is a condominium; and evidence of a current business license and proof of service of the response. Both the petition and response indicate that the tenant was provided with a RAP notice in April 2021.

On January 10, 2023, the owner was sent a “Notice of Incomplete Owner Response,” indicating that the owner’s response was missing a proof of service, proof of payment of Business License Tax, proof of payment of the RAP fee, and an agreement to mediate. The owner re-submitted a copy of the proof of service on January 26, 2023.

RULING ON THE CASE

On February 24, 2023, hearing officer Élan Consuella Lambert issued an administrative decision, granting the tenant's petition without a hearing. The hearing officer held that the owner's response was incomplete because the owner was sent a "Notice of Incomplete Owner Response" on January 1, 2023, and the owner did not file any new documents or proof of service in response to this notice. Therefore, the response could not be considered filed and any documentation submitted by the owner was therefore inadmissible.

The rent increase was found to be invalid because it exceeded CPI and did not comply with Oakland's rent increase moratorium.

GROUNDINGS FOR APPEAL

The owner filed an appeal of the administrative decision on the grounds that the unit is exempt from RAP as a condominium, and therefore RAP has no jurisdiction to invalidate the rent increase. It was improper to disregard the owner's response because the "Notice of Incomplete Owner Response" was issued in error, as the owner had in fact submitted the required documents. The tenant petition itself indicated that the unit is a condominium, and the owner submitted documentation to that effect. It was an error to disregard the owner's response and issue an administrative decision because the owner had in fact submitted the required documentation, and the deficiency notice was issued in error. The owner was denied due process and the hearing officer is biased.

ISSUES

1. Was it proper to disregard the owner's response as inadmissible?
2. Was it proper to issue an administrative decision rather than proceed with a hearing?
3. Is there sufficient evidence to support the hearing officer's findings that the rent increase is invalid, where both the tenant petition and the owner response indicate that the unit is a condominium?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Administrative Decisions

An administrative decision may be issued when petition or response forms have not been properly completed, were untimely, or filing prerequisites have not been met; where the petition and response forms raise no genuine dispute as to any material facts and the petition may be decided as a matter of law; or where the property was previously issued a certificate of exemption and is not challenged by the tenant. OMC 8.22.110F.

II. Owner Filing Requirements

In order to file a response to a tenant petition or file a petition seeking a rent increase, an owner must submit the following: evidence of possession of a current business license, evidence of payment of the RAP fee, evidence of service of the RAP notice on covered units, a completed response form, documentation supporting the owner's claim of exemption or justification for the rent increase, and proof of service of the response on the tenant. OMC 8.22.090B.

III. RAP Jurisdiction Over Condominiums

Units covered by Costa-Hawkins (California Civil Code § 1954.52) are exempt from the Rent Adjustment Program, and hearing officers do not have jurisdiction over such units. Costa-Hawkins exempts condominiums that are sold separately to a bona fide purchaser. OMC 8.22.030A7; Civil Code 1954.52. Numerous Board decisions have held that RAP does not have jurisdiction over condos that meet the criteria under Civil Code 1954.52.

IV. Rent Increase Moratorium

Oakland's rent increase moratorium only applies to units covered by the Rent Adjustment Program. It does not apply to units that are exempt from RAP.