

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
January 26, 2023
5:00 P.M.
Meeting Will Be Conducted Via Zoom

AGENDA

PUBLIC PARTICIPATION

The public may observe and/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: Jan 26, 2023 5:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85483799588>

Or One tap mobile :

US: +16694449171,,85483799588# or +16699009128,,85483799588#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 9128 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000

Webinar ID: 854 8379 9588

International numbers available: <https://us02web.zoom.us/j/85483799588>

COMMENT:

There are two ways to submit public comments.

• To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).

• To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “*6”.

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

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL 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, 1/12/2023 (pp. 4-12)
5. APPEALS*
 - a. T19-0184, Beard v. Meridian Management Group (pp. 20-116)
 - b. T19-0326, Williams v. Crane Management (pp. 117-188)
6. INFORMATION AND ANNOUNCEMENTS
 - a. Board Training Session—Measure V Overview (pp. 13-19)
7. SCHEDULING AND REPORTS
8. OPEN FORUM
9. ADJOURNMENT

Note: Appeal parties do not need to comment on their case during public comment or open forum.

**Staff appeal summaries will be available on the Rent Adjustment Program's website and the City Clerk's office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.B and 2.20.090*

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

Accessibility:

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

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

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

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

January 12, 2023

5:00 P.M.

VIA ZOOM CONFERENCE

OAKLAND, CA

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 5:03 p.m.

2. ROLL CALL

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

Staff Present

Braz Shabrell
Harman Grewal
Maimoona Ahmad
Briana Lawrence-McGowan
Mike Munson

Deputy City Attorney
Business Analyst III (HCD)
Acting Senior Hearing Officer (RAP)
Administrative Analyst II (RAP)
KTOP

3. PUBLIC COMMENT

- a. Kevin Dawson stated that he has an appeal hearing and wanted to make sure that it was scheduled for tonight’s meeting. Staff confirmed that his appeal hearing was scheduled for tonight and that he would have the opportunity to speak once his case was called.

4. CONSENT ITEMS

- a. Renewal—Adoption of AB 361 Resolution & Approval of Board Minutes, 10/27/2022: Chair Ingram moved to renew the adoption of AB 361 resolution and to approve the Board Minutes from 10/27/2022. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, T. Williams, J. deBoer, M. Goolsby
Nay: None
Abstain: None

The motion and minutes were approved.

5. APPEALS*

- a. T22-0111, Williams v. Dawson

Appearances:	Kevin Dawson	Owner
	Robert Williams	Tenant

This case involved an owner appeal of an administrative decision that granted a tenant petition. Administrative Decisions are decisions that are issued without a hearing, and in this case, it's based on a tenant petition that contested three rent increases. The tenant’s petition was filed in June 2022 and the tenant submitted evidence of the rent increase notices that they were contesting along with the petition. The owner did not file a response. Since the owner did not file a response, and the Hearing Officer determined that there was enough information to make a decision without a hearing, an Administrative Decision was issued. The decision granted the tenant’s petition, and all three rent increases were found to be invalid on various grounds. First, all of the notices failed to comply with noticing requirements imposed by the City's rent increase moratorium. The moratorium requires any rent increase notices served during the local emergency, which is still in effect and was in effect at the time of this decision, to have language in them advising tenants of the moratorium and providing information about the Rent Adjustment Program. This was required for all rent

increase notices, but was not found. The first rent increase from \$700 to \$770 was also invalid because it exceeded the CPI and because the rent increase notice indicated that the increase was based on capital improvements—despite the owner not having filed a petition with the Rent Adjustment Program. The second rent increase from \$770 to \$866 was also deemed invalid as an unlawful attempt to pass on utility fees, the notice was served without the required RAP notice, the increase exceeded the CPI and violated the moratorium, and the increase was the second rent increase imposed within a 12-month period. The third rent increase from \$847 to \$943 was also invalid because it exceeded the CPI and violated the moratorium; therefore, the petition was granted, and all three rent increases were held to be invalid.

The owner filed an appeal of the Administrative Decision on October 1, 2022, alleging that the decision is inconsistent with prior decisions and that the owner was denied a sufficient opportunity to respond to the petitioner's claims. Specifically, the owner is alleging that the Administrative Decision is inconsistent with a prior decision issued by the Rent Adjustment Program in 2021, and the owner also alleges that the decision violates a settlement agreement, which was executed in March 2022. The owner also claims that the third rent increase is valid on the basis of banking. In regard to not filing a response to the petition, the owner alleges that he was recovering from COVID, and house bound for over 30 days, and did not receive the mail until after the response timeframe had passed. There were two issues presented to the Board:

1. Was there good cause for failure to file a response? A party who does not file a response and does not have good cause for failing to file a response is not permitted to present new evidence. Since the owner appeal presents and is largely based on new evidence, the Board must determine if the owner has established good cause for failure to file a response.
2. If there is not good cause for the owner's failure to file a response, the Board can still consider whether the owner has raised any issues with the Administrative Decision as a matter of law—specifically whether there is a legal inconsistency between the prior decision from 2021 and the decision in this case in 2022.

The owner contended that he owns a private investment equity LLC, which owns 546, 548, and 550 37th Street in Oakland. The owner argued that he bought the property in 2019, it was in dilapidated condition, and that he spent over \$400,000 during the pandemic to renovate the property. The owner contended that Mr. Williams has occupied the property for 25 years, and that when he raised the rent in 2020, the tenant had an attorney, who received a copy of the RAP notice. The owner argued that the representations that he did not follow the regulations are false and that he honors tenants' rights in the City.

The owner argued that he was sick with COVID and didn't receive the notice in the mail, which was sent to his P.O. box, until after the timeframe for him to file a response had passed. The owner contended that the Hearing Decision rendered on October 5, 2021 was based on the same evidence that Mr. Williams is alleging in this case and that she ruled that the rent was \$770. The owner argued that the Hearing Officer also ruled on the water charges and determined there was no pass through of increased expenses. The owner contended that the tenant was paying his own water bill, which was about \$240 bi-monthly, and that during the renovations, landscaping contractors tapped into the water from Mr. Williams' unit. The owner argued that rather than have Mr. Williams pay for water he wasn't using, he waved the water cost so that he had no expenses for water at all, and that he passed on the City of Oakland's sewer charge in the amount of \$96 per month, which the tenant was paying for anyway. The owner also argued that the tenant filed a suit against him and the previous owner, that the tenant was paid through his insurance company, and that the tenant is violating a general release.

The tenant contended that he has resided at 548 37th Street since 1997 and that he has had to pay the utilities, including water and PG&E, along with the rent. The tenant argued that when Mr. Dawson purchased this property, there were notices of violations from the City of Oakland and repairs needed to be made. The tenant contended that his house had flooded, and that code violations noted all of the damage that was done, which was to be repaired at the owner's expense. The tenant contended that the required action from the City of Oakland was repairs with permits, inspection, and approval, and plans drawn by a qualified architect, engineer, or draftsman for stairs and guardrail repairs. The tenant argued that he received a copy of a permit with some of Mr. Dawson's documents, and that the permit included the name of the son of the owner of the building, who had passed away in 2012, and that it was signed in 2019. The tenant contended that he has never seen any architectural design prepared by an architect to complete the repairs.

The tenant argued that regarding the water, the owner did a lot of work to replace the pipes—but once the work was done and the water was working again, he was paying the bill. The tenant contended that he received a water bill in the amount of \$500 and brought the matter to the attention of an attorney that he had at the time. The tenant contended that he then requested for the attorney to challenge the owner on the water bill, and she did by providing the owner with a copy of the documentation that the tenant provided to her. The tenant argued that as a result, the owner decided to take the water bill, put it in his name, and then began charging the tenant \$96 a month. The tenant contended that he has proof that he was paying the water bill and always has. The tenant argued that Mr. Dawson has four electrical meters at the property, although there are only three units, and that the owner sent him bill for electricity, that he doesn't know where this bill came from, and that the owner is in violation for false statements.

After parties' arguments, questions to the parties, and Board discussion, Member T. Williams moved to remand the case back to the Hearing Officer for a full hearing, as the owner has demonstrated good cause for failure to submit a response—and to allow the owner 14 calendar days to submit their response. Member J. deBoer seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, T. Williams, J. deBoer,
M. Goolsby
Nay: None
Abstain: None

The motion was approved.

b. L14-0065, 525-655 Hyde Street CNML Properties, LLC v. Tenants

Appearances:	Stan Amberg	Tenant Representative
	Angie Sandoval Montenegro	Owner Representative

This case involved a tenant appeal of an owner petition for exemption based on substantial rehabilitation. Substantial rehabilitation of a property was previously grounds for exemption from the Rent Adjustment Program. If a property owner spent a certain threshold of money rehabilitating the property, they could petition the Rent Adjustment Program for exemption—and if the threshold was met, then they were exempt. The dollar amount that needed to be spent on the rehabilitation project needed to equal at least 50% of what the costs are for new construction—therefore, there is a detailed formula as to how to calculate this number. If an owner spends a certain amount of money on a project, then they were allowed to be granted exemption, and in this case, there was a petition for exemption filed in 2014. The initial hearing was held back in 2015, and at the hearing, the Hearing Officer found that the dollar threshold amount had not been met and denied the owner's petition. The owner appealed the decision and the Board affirmed that decision. The owner then filed a writ in Superior Court challenging the Hearing Officer's decision and the Board's decision, and the court agreed with the owner and determined that the Hearing Officer had erred in their calculation of costs. The court directed for the costs to be recalculated. The tenant then moved for reconsideration of this decision, which was denied. The tenant then appealed, and the California Court of Appeals affirmed the Superior Court decision, agreeing with the property owner, and denied the tenant's appeal. Pursuant to the court's order, the matter was then remanded back to the Hearing Officer, which was a different Hearing Officer. The Hearing Officer issued a Reconsideration Decision in 2021 based on the court's order. In the Reconsideration Decision, the Hearing Officer found that the threshold had

been met and the owner's petition was granted. This Reconsideration Decision was issued without a new hearing. The tenant then appealed that Reconsideration Decision and requested that the matter be scheduled for another hearing to allow for evidence and argument, specifically regarding the costs of the balcony space in the building.

The appeal went before the Board in March 2022 and the Board voted to allow the tenant's request for a hearing on the very limited issue of whether the balcony space was properly calculated. The matter went to another remand hearing in July 2022 on the limited issue of the balconies and the Hearing Officer came to the same conclusion and found that the square footage of the balcony area properly was categorized under elevated decks and balconies, as opposed to falling under the category of apartment space. The decision that granted the owner's petition is now being appealed. The tenants are arguing again that there is an error as a matter of law in the interpretation of what constitutes an apartment versus balcony space. The following issue was presented to the Board:

1. Is the Hearing Officer's finding that the balcony area falls under the elevated decks and balconies category of calculation construction costs, rather than the apartment category supported by substantial evidence?

The tenant representative contended that he is representing tenants Amberg, McMahan, and Oda, and stated that as the board deliberates, it should keep in mind that there is much more at stake here than the apartments occupied by those three tenants. The tenant representative argued that this case is about removing all tenants' apartments from the rent protections of a Rent Adjustment Program, as the owner is asking to have the entire building exempted. The tenant representative contended that there are 16 apartments in the building and every tenant in those 16 apartments is at risk of being stripped of the rent protections of the Rent Adjustment Program. The tenant representative argued that the balconies are fenced in and that the common meaning of the word unenclosed is "not fenced in". The tenant representative contended that the common meaning of unenclosed is relevant to the Oakland planning code definition of floor area, which states, "the floor area of balconies is included unless the balcony is unenclosed" and the ordinary meaning of unenclosed is "not fenced in". The tenant representative argued that each of the 15 balconies is fenced in, is included in the planning code definition of floor area, and therefore is within the apartment category of Table A and should be posted at \$127 per square foot.

The tenant representative argued that it was the owner who first injected the planning code definition of floor area into this case, but by doing so, the owner led the Hearing Officer into an error as a matter of law. The tenant representative

contended that the owner invited the Hearing Officer to rewrite the planning code definition of floor area and that the Hearing Officer did so, which changed the definition so that a balcony would not be included unless the balcony was “entirely closed to the elements”. The tenant representative argued that the planning code, as written by the Oakland City Council, states that a balcony is included if the balcony is fenced in. The tenant representative contended that in the planning code as altered by the Hearing Decision, a balcony is included only if it is entirely closed to the elements. The tenant representative contended that there is a major difference between not fenced in and entirely closed to the elements, and that a Hearing Officer has no authority to rewrite, amend, or change a section of the planning code. The tenant representative argued that preparing, amending, or changing the planning code is exclusively a legislative function and that legislative functions are performed by the Oakland City Council. The tenant representative contended that the Superior Court said that it is permissible for the Board, when exercising its discretion, to consider the actual cost of rehabilitating the balconies, and that with the discretion granted by the Superior Court, the Board can cost the balconies at \$127 without committing legal error. The tenant representative argued that the owner failed to satisfy its burden to prove that the building is exempt .

The owner representative contended that they are asking for the Board to affirm the Remand Hearing Decision. The owner representative argued the petitioners’ strategy is to delay this process for however long the Rent Board will allow and that the arguments that the petitioners are making are similar to the arguments they made back in 2014. The owner representative contended that the petitioners continue to make the same arguments by trying to redefine how substantial rehabilitation exclusions should be calculated. The owner representative argued that the Superior Court, as well as the Hearing Officer, have held that there is substantial evidence to support the finding that the property includes both an apartment space and deck and balcony spaces, and that Table A sets out the specific descriptions that apply to projects or parts of projects. The owner representative contended that Table A provides a matrix of variables to determine the appropriate cost based on the description of the construction, and that Table A states that \$127 per square foot is the appropriate multiplier for the costs associated with apartment space and \$41.16 per square fee is the appropriate multiplier for determining cost for the elevated decks and balcony space. The owner representative argued that the Hearing Officer heard the testimony of witnesses and reviewed all the evidence that has been filed over the years. The owner representative contended that this testimony included testimony of the building inspector and testimony of tenant Julie Amberg—and after hearing all the evidence, the Hearing Officer found that the appropriate multiplier for the deck space is \$41.16.

The owner representative argued that the Board and the Hearing Officer do not have the discretion over how to treat each space, and that they must apply the

specific category listed in Table A, which determines the cost of new construction per square foot to the corresponding project or part of project. The owner representative contended that Table A clearly distinguishes apartment and balcony space, and that the Hearing Officer, after hearing all the evidence, found that the balcony area is an outdoor space and is different from apartment space since it's open to the outside elements and cannot be entirely enclosed. The owner representative argued that based on the evidence that the Rent Adjustment Program has on record, there's sufficient evidence to reaffirm the Remand Hearing Decision.

After parties' arguments, questions to the parties, and Board discussion, Member T. Williams moved to affirm the Hearing Officer's decision based on substantial evidence. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, T. Williams, J. deBoer, M. Goolsby
Nay: None
Abstain: None

The motion was approved.

c. T22-0078, Bolanos v. Wu

Chair Ingram announced that this appeal hearing has been postponed.

6. INFORMATION AND ANNOUNCEMENTS

- a. Briana Lawrence-McGowan announced that RAP is offering a Spanish Rent Registry workshop on January 25, 2023 at 5:30 pm via Zoom.
- b. Deputy City Attorney Braz Shabrell reminded the Board that their annual election of officers will take place during the second meeting in February. The Board will have the opportunity to elect a new chair and vice chair or to re-elect the current chair and vice chair.
- c. Member Williams asked if the Rent Registry had been passed by City Council. Deputy City Attorney Braz Shabrell informed Member Williams that the Rent Registry was passed, and staff informed the Board that a follow-up presentation on the Rent Registry would be requested by RAP staff.

- d. Member Torres asked if the Board would be returning to in-person meetings in March. Chair Ingram and staff informed Member Torres that this is possible, if there are no additional changes made to the law that allows the Board to continue to meet virtually.

7. SCHEDULING AND REPORTS

- a. None

8. OPEN FORUM

- a. James Vann from the Oakland Tenant's Union spoke and reminded the Board that next month they will be having their election of officers. Mr. Vann mentioned that the governor has lifted the state of emergency that permits meetings to be held virtually and stated that the City Attorneys have informed City Council that as of March 2023, they will have to start meeting in person. Mr. Vann informed the Board that RAP staff went to City Council and requested that the start date for the Rent Registry be pushed back because of delays. Mr. Vann also stated that in 2019 and 2020, the Board and City Council passed an Efficiency Ordinance, and that this ordinance changed the times related to appellant and respondent testimony in appeal hearings. Mr. Vann mentioned that the ordinance is not being followed and stated that he is wondering if there is a reason why the Efficiency Ordinance is not being applied.
- b. Briana Lawrence-McGowan informed the Board that the Rent Registry reporting date has been pushed back to July 1, 2023.

9. ADJOURMENT

- a. The meeting was adjourned at 7:36 p.m.



Housing, Residential Rent and Relocation Board (HRRRB) Training Schedule 2023

The Housing, Residential Rent and Relocation Board is a quasi-judicial body comprised of seven (7) regular members and six (6) alternate members who are appointed by the Mayor and subsequently approved by City Council. Board members are categorized as either Property Owners, Tenants, or Undesignated. Board members each serve 3-year terms and engage in a variety of trainings while serving the City of Oakland as public officials.

New and current board members participate in extensive trainings at the beginning of and throughout their terms—which includes ranging topics such as Robert’s Rule of Order, the Brown Act, and the Role and Function of the Board. In addition to predetermined scheduled trainings, Board members are also encouraged to collectively come up with and select special topics trainings to be administered—which ensures that Board members can gain increased knowledge and understanding of specific board related matters and topics.

The Housing, Residential Rent and Relocation Board will continue to participate in multiple trainings throughout 2023 and during some of the full board meetings, beginning in January. The special topics training will be administered last, and the topic will be decided on by the Board.

Full Board Meeting: January 26, 2023

Measure V Overview

Full Board Meeting: February 23, 2023

Role of the Board & Role of Board Members as Public Officials –
Quasi-Judicial, Policy, & Rule Making Responsibilities

Full Board Meeting: April 27, 2023

The Brown Act

Full Board Meeting: June 22, 2023

Robert’s Rules of Order

Full Board Meeting: September 28, 2023

Rules of Evidence & Appeals

Full Board Meeting: November 9, 2023

Special Topics Training (*as decided by the Board*)



Measure V

Kent Qian

January 26, 2023

000014

Measure V

- Shall the Measure amending the Just Cause for Eviction Ordinance to: (1) prohibit no-fault evictions of children and educators during the school year; (2) extend eviction protections to tenants in recreational vehicles (RVs), tiny homes on wheels, and newly constructed units except during the first 10 years after issuance of the certificate of occupancy; (3) remove failure to sign a new lease as grounds for eviction; and (4) make other clarifying amendments, be adopted?

Results

Yes	84,685	68.31 %
No	39,292	31.69 %

Key Changes

- New construction - 10 year rolling exemption
- RV and tiny homes covered
- Removal of failure to sign new lease as Just Cause
- Protects children and educators from eviction during Oakland Unified school year

When does Measure V take effect

- Effective date
 - SECTION 9. Effective Date. This Measure shall be effective only if approved by a majority of the voters voting thereon and shall go into effect ten (10) days after the vote is declared by the City Council.
- Grandparenting
 - SECTION 4. Applicability and Grandparenting. The amendments set out in this Measure apply to all notices terminating tenancy that have been served as of the effective date of this Measure, but where such rental unit has not been vacated or an unlawful detainer judgment has not been issued as of the effective date of this Measure



Questions?

CHRONOLOGICAL CASE REPORT

Case No.: T19-0184

Case Name: Beard v. Meridian Management Group

Property Address: 1470 Alice Street, Oakland, CA 94612

Parties: James Beard (Tenant)
Nancy Conway (Tenant Representative)
Russel Flynn, Meridian Management Group (Owner)
Greg McConnell (Owner Representative)

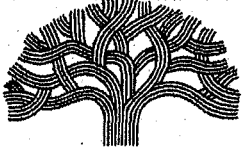
TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 4, 2019
Notice of Violation Submitted	February 4, 2019
Owner Response filed	July 18, 2019
Tenant Additional Documents submitted	September 3, 2019
Owner's Memorandum	September 10, 2019
Request to Change Hearing Date	September 17, 2019
Administrative Decision mailed	September 19, 2019

Tenant Appeal filed	October 8, 2019
Appeal Hearing date	January 23, 2020
Appeal Decision mailed	August 13, 2020
Owner Supplemental Documentation	November 9, 2021
Remand Hearing date	June 21, 2022
Remand Decision mailed	October 6, 2022
Tenant Appeal submitted	October 26, 2022
Owner Response to Appeal submitted	November 18, 2022
Request to Change Hearing Date	November 28, 2022
Order Granting Postponement	December 1, 2022

T19-0184 KM/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 -4 PM 1:41
	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 James Beard	Rental Address (with zip code) 1470 Allice St #204 Oakland, CA 94612	Telephone: 510-289-5301 E-mail:
Your Representative's Name Nancy Conway	Mailing Address (with zip code) 345 Franklin St San Francisco 94102	Telephone: 415-241-1140 Email: Nancy@conwaylaw.com
Property Owner(s) name(s) Russel Flynn	Mailing Address (with zip code) 1145 Bush St San Francisco, CA 94109	Telephone: 415-434-9700 Email:
Property Manager or Management Co. (if applicable) Meridian Management Group	Mailing Address (with zip code) 1145 Bush St San Francisco, CA 94109	Telephone: Email:

Number of units on the property: 21

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.

<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: 3-15-2014 Initial Rent: \$ 1400.00 /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: 3-15-2014. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>11-02-2013</u>	<u>12-1-2013</u>	<u>\$ 1479.87</u>	<u>\$ 1530.19</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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:

T15-0395 + T16-0374

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.

James Ber
Tenant's Signature

2-2-2019
Date

[Empty rectangular box]

[Empty rectangular box]

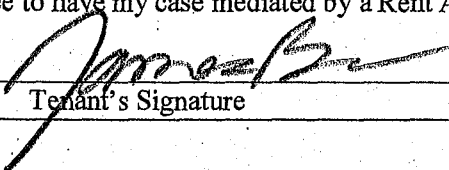
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

2-2-2019

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -4 PM 1:41

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

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX: (510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD: (510) 238-3254

inspectioncounter@oaklandnet.com

NOTICE OF VIOLATION

June 4, 2018

Certified and Regular mail

To: ALICE B BUILDING LP
1717 POWELL ST 300
SAN FRANCISCO CA 94133-2843

Code Enforcement Case No.: 1604229
Property: 1470 ALICE ST, OAKLAND 94612
Parcel Number: 008 062702700

Re-inspection Date/Correction Due Date: 7/11/18

Code Enforcement Services inspected your property on na 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 Wing Loo, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6219 and by email at wloo@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 and recording.

IN SERVICES
Notice of Violation

000026

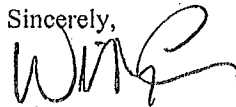
You have a right to appeal this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: 7/11/18 you will waive your right for 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,



Wing Loo
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

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

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

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
The apartment building does not have a resident manager who resides at this address.	Provide a resident manager.	15.08.230.R

Zoning

Description of Violation	Required Action	OMC Section

July 16, 2018,

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 FEB -4 PM 1:41

To : ALL TENANTS AND OCCUPANTS

IMPORTANT UPDATE CONTACT NUMBER OF RESIDENT MANAGER IS (805)757-2196

1470 Alice Street Oakland Ca 94612

RE: APPOINTMENT OF RESIDENT MANAGER

We are pleased to inform that effective as of July 1 2018, Elina Bedoya has joined the management team of 1470 Alice Street, Oakland ,Ca 94612, as your resident onsite manager. As stated she will be joining the team of Joanna and Steve. Please continue to work with Joanna and Steve for all your maintenance requests and building needs.

All rents are due on before the first of the month in the lobby box. Cash or partial payments will not be accepted. Payment will only be accepted in the form of personal check, guaranteed check made payable to : Alice B. Building L.P. . Payment will only be accepted from Tenants whose name is on lease agreement. Only one check per apartment . We will not accept checks from unauthorized occupants.

The staff for your property is as follows:

Offsite management : Joanna and Steve (415)819-5995 email: 1470alice@gmail.com

Resident manager : Elina Bedoya (805)757-2196

Thank you for your cooperation.

Jeanne Robertson, Property supervisor

000029

2019 FEB

TENANT MAINTENANCE

All maintenance requests have to be submitted ~~online~~
called in, it has to be followed up with this form.

If you are experiencing an outage, please call the PG&E
you smell natural gas, or suspect another emergency
1-1 or PG&E at 1-800-743-5000.

Tenant's Name: James

Address: 1470 Alice St
Street

Phone Numbers: Cell 289-5301 Home _____

Request: ① Seal the water

14. (Fill email photo)

② Replace Noisy R

Please indicate whether you have any pets, or other concerns ~~in~~
unit:

I understand that in submitting this maintenance request, I am ~~above~~
my apartment as necessary to inspect the work requested
agents deem it necessary.

Signed: James B
(Tenant on Lease)

After completing the items above, deliver

* * *

Received by: _____

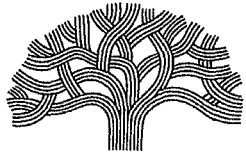
Work Completed By _____

Charge Cost To Tenant: _____ Yes

Reason to Charge: _____

Action Taken: _____

Comments: _____

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2019 JUL 18 AM 11:37
		<p align="center"><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>

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

CASE NUMBER T19 -0184 *KM/MA*

Your Name Lucky Stewart Alice B. Building, LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700 Email:
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themccconnellgroup.com jr@themccconnellgroup.com
Tenant(s) Name(s) James Beard	Complete Address (with zip code) 1470 Alice St. #206 Oakland, CA 94612	
Property Address (If the property has more than one address, list all addresses) 1470 Alice St. Oakland, CA 94612		Total number of units on property 22

Have you paid for your Oakland Business License? Yes No Lic. Number: 00190859
 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.**

* proof will be provided prior to hearing

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 8-627-27
 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.**

* proof will be provided prior to hearing

Date on which you acquired the building: 4 / 15 / 16

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.

* Tenant is not contesting a rent increase. Tenant claims decreased housing services.

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

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

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

The tenant moved into the rental unit on 3/15/14.

The tenant's initial rent including all services provided was: \$ 1,400.00 / month.

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

If yes, on what date was the Notice first given? 3/15/14

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>	
10/25/18	12/1/18	\$ 1,479.87	\$ 1,530.19	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10/25/17	12/1/17	\$ 1,450.85	\$ 1,479.87	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/1/16	12/1/16	\$ 1,400.00	\$ 1,450.85	<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

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.

Owner denies all tenant allegations. These issues are stale; they have been heard and denied in multiple cases, including T16-0734 and T17-0419.

Please see attachment A. (PAGE 5)

Owner respectfully requests this case be dismissed.

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

7/17/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

more information phone (510)-238-3721.

T19-0184; Beard v. Alice B. Building, LP
Attachment A

Landlord Response to tenant claims:

Landlord respectfully demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734 and T17-0419. Tenant dismissed T16-0228 and T16-0734 was denied by RAP Hearing Officer Kasdin. His decision was affirmed by Administrative Appeal dismissal with prejudice. T17-0419 was denied by RAP Hearing Officer Cohen and affirmed on appeal. These decisions have been finalized and are unreviewable per the doctrine of res judicata.

For the record:

1. Landlord disputes storage area claim and will defend issue at hearing. Issues was included in T16-0734 and denied by RAP via Hearing Officer decision with affirmation by Administrative appeal dismissal with prejudice. Issues was also included in T17-0419 and denied by RAP via Hearing Officer decision with affirmation on appeal.
2. Landlord contests all claims of code violations and service reductions.
3. Landlord denies each and every allegation in petition and reserves the right to supplement the response prior to hearing and provide additional testimony at hearing.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JUL 18 AM 11:37

0000355

9/2/2019

A Yahoo Mail - Re: Month number 4 on water damage storage unit

Tenant

TTA-0184

Beard vs MMG

On Apr 8, 2019, at 12:39 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Good afternoon James,

While stating we are still working on a solution is not the answer you want to hear, but both Joanne and I have had several people to visit the space and we are still working on a solution. My suggestion is to utilize the smaller storage space in the meantime. What I saw when you opened the storage unit was that this would fit in the other empty space.

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

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

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Monday, April 8, 2019 10:00 AM

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP -3 PM 3:40

000036

9/2/2019

A Yahoo Mail - Re: Month number 4 on water damaged storage unit

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Month number 4 on water damaged storage unit

We have entered month number 4 and still no results on repairing my tool storage unit or preventing future water invasion. What's the current status of hiring a new licensed contractor with credentials and warranty? My apartment isn't a storage unit and I don't have any space in my tiny apartment to put these tools.

Let me know what it's going to take to put this to a satisfactory solution and ending? This is ridiculous. Please set a date for a contractor to permanently repair water damaged and prevent future water intrusion. Standing by for a reply.

JB 206

Sent from my iPhone

000037

9/2/2019

AT&T Yahoo Mail - Storage unit 14 has a serious leak and needs to get fixed

Tenant

TT9-0184

Beard vs MMG

Storage unit 14 has a serious leak and needs to get fixed

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Friday, January 11, 2019, 12:05 PM PST

I also have a refrigerator making a loud noise. It's time to replace that refrigerator. It's too noisy and it's disrupting my sleep

Sent from my iPhone

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 SEP -3 PM 3:40

000038

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

currently due to the rain. This is not an uncommon issue. We will look into it to confirm it is not a building leak.

Thank you for your information.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, January 11, 2019 1:15 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water leak in storage unit 14 needs to get fixed.

[Download full resolution images](#)

[Available until Feb 10, 2019](#)

000039

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Apt. 206

Sent from my iPhone

On Jan 12, 2019, at 2:25 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James - I am glad we are starting off on a new set of attitudes. Thank you very much. Please understand the leaking into the garage as more to do with ground saturation than anything. And even if I caulked this entry point it's going to enter somewhere. Is the water reaching your storage unit? Can you put it off the ground?

We will address the situation and see what can be done to redirect the water. No promises but I will see what can I do to keep 2019 happy for all..

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, January 11, 2019 3:13 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water leak in storage unit 14 needs to get fixed.

All my work tools and accessories are stored in these storage units. I don't care if the garage leaks. I just don't want it to leak in my storage unit and spilling out onto my parking space. If we can get these 2 things fixed in a reasonable time frame from this date, you shouldn't have to hear from me for quite a while. It's 2019, let's bury the hatchet.

Have a nice weekend

James Beard

289-5301 apt 206

Sent from my iPhone

On Jan 11, 2019, at 1:18 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James,

All maintenance request should still be issued to Joanne and Steve. They are the responsible party for your building. The ground is saturated

000040

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Any sign of any movement on fixing this leak in my storage unit on space 14? I had to pull all of my tools and ropes, and climbing gear out of the storage unit because they were getting wet. My ropes are drying out on the porch as I write you this email. This was an issue previously and they promised last time, it would remain fixed. I can look into a reputable contractor and mold experts to permanently fix this issue, if you like. This group can give you solid work with warranty. I recommend these fellas last time but y'all decided to take on the work yourselves. I want to see results by the end of this week.

Thanks

James Beard

206

PS. My refrigerator is still loud and needs to be replaced since it can't be fixed. Take care of these 2 request items and you shouldn't have to hear from me the rest of this year.

Sent from my iPhone

On Jan 15, 2019, at 4:55 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Joanne is going to make sure 12 doesn't get wet also. She will get back to me later today.

Sorry for the delay, strep throat. Which again it would really be helpful if you include Joanne and Steve. They are really good about getting things done when it's reasonable. And they aren't against you. Sometimes they just need approval to move forward.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Monday, January 14, 2019 10:15 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water leak in storage unit 14 needs to get fixed.

The water is definitely running through my storage unit and onto the floor. If we can figure out a way to either seal the active leak or direct the water to a nearby drain, that would be awesome. It's going to rain hard Wednesday and Thursday. That would be a great day for an inspection to see where the water is coming from. Another possible solution might be to move me in parking space 12 from 14. I don't see any water coming from storage unit and parking space 12. Just an idea. We'll figure it out. Just want to keep my tools dry.

James Beard

510-289-5301

000041

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Re: Water leak in storage unit 14 needs to get fixed.

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Cc: 1470Alice@gmail.com

Date: Friday, February 1, 2019, 10:55 AM PST

Any sign of contractors on the way to fix the water leak in storage unit 14? Give me a date to make sure the storage unit is cleared for the contractors arrival ASAP. If you want, I can hire someone and take the, labor and materials, cost out of the rent. If not, hire a contractor that guarantees warranty on their work ASAP.

Give me a call if you have any questions or reply to this email

Thanks

James Beard
510-289-5301

Sent from my iPhone

On Jan 22, 2019, at 5:31 PM, James Beard <georgiacyclone@sbcglobal.net> wrote:

Nobody has looked at the refrigerator since I put a maintenance request in the box 2 Thursday's ago. Thanks for the reply

JB

Sent from my iPhone

On Jan 22, 2019, at 11:34 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

What I stated was we would look into the issue, but you have to understand there was a tremendous amount of rain lately. We can not apply a fix until it is dry. Please be patient.

Did anyone look at the refrigerator yet?

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, January 22, 2019 7:49 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Cc: 1470Alice@gmail.com
Subject: Re: Water leak in storage unit 14 needs to get fixed.

Good morning

000042

9/2/2019

AT&T Yahoo Mail - Re: 1470 Alice Storage

T19-0184

Tenant

Re: 1470 Alice Storage

Beard vs MMG

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Friday, March 15, 2019, 02:13 PM PDT

Hi Jeanne

The locks are falsely locked but I'll totally remove them to eliminate any confusion next Wednesday.

Thanks

Jamie
510-289-5301

Sent from my iPhone

On Mar 14, 2019, at 1:04 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Don't get mad or laugh, but my new favorite contractor did not listen. Joanna has actually been working diligently to get information on how to stop. She needs the doors unlocked next Wednesday.

Please thank you. The guy today did not ask for the code, so we did not get in to the cabinets since they are locked. Can you send a code to open.

Jeanne

<image001.png>

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

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2019 SEP -3 PM 3:40

000043

9/2/2019

T19-0184

AT&T Yahoo Mail - Tool storage unit #14 still le

Tenant

Tool storage unit #14 still leaks

Beard vs MMB

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Wednesday, March 20, 2019, 02:01 PM PDT

Water is still treading in both units. The maintenance contractor got rid of the mold but still hasn't sealed the leak that's coming in my storage unit. It's time to hire a licensed contractor with certifications and repair warranty guaranteed. Your hired maintenance contractor can do the mold and painting after the licensed contractor does the final repair and inspection. We're not there yet. I pulled my truck forward so you're maintenance contractor can finish the work and for today's inspection.

Thanks

Jamie 206
510-289-5301

Sent from my iPhone

After the 1st attempt to
repair & restore storage unit was a
failed attempt due to lack of skill
& competence, certifications, &
credentials.

2019 SEP -3 PM 3:41
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RENT ARBITRATION PROGRAM

000044

9/2/2019

T19-0184

AT&T Yahoo Mail - Re: Garage

tenant

Beard vs MML

Re: Garage

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 20, 2019, 12:44 PM PST

I want to meet the contractor in person and yes, I removed the water from my storage as I do it everyday. If I didn't, there would be a waterfall coming out of my storage unit. I left my unit unlocked for inspection yesterday. Anyway, please schedule to meet me on Tuesday when it's scheduled for rain in the forecast. You can see firsthand, what happens in active rain takes place or send Joanne and Steve to meet me in the later afternoon like around 4pm-6pm, Tuesday February 26,2019. In the interim, next time it rains and I'm at home and not off location, I'm going to film active rain. Bags won't protect tools and ropes from getting wet and it's important for my storage unit to remain fixed for proper tool storage as these tools are used to pay rent and bills. Any electrician, mechanic, carpenter or blue collar worker will tell you that proper tool storage is important. Tools and tool boxes don't belong on my living room floor and rigging ropes as well.

I hope to meet with you or the offsite management team Tuesday late afternoon. See y'all then

Jamie
206

Sent from my iPhone

On Feb 20, 2019, at 12:23 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, that last statement is totally wrong. I have been fair to you, and you are right I did not look inside your unit, because it was locked when I was there. I saw no evidence of water until you sent the video. At which time I addressed the situation and also asked you to dry the water that is standing. Have you done this? I have already given instructions to schedule someone to look at the ceiling of your storage.

Joanne and Steve will be in touch with the time the repair guy will be there.

Jeanne

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2019 SEP -3 PM 3:33

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Wednesday, February 20, 2019 9:12 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

You didn't even look at my storage unit. You looked at a different storage unit that had no damage. You need to look at mine. By refusing to repair my storage unit permanently, you are illegally decreasing my services and I already filled a decrease in service petition and I'm challenging the most recent rent increase until I get a hearing date. That's legal. That's the only remedy I know to get you to do your job. I was given reduced rent because of your negligence

000045

9/2/2019

AT&T Yahoo Mail - Re: Garage

and failure to repair. I sent a video clip to you and I'll send another one when it rains again. These videos will be documented as evidence and will be used at rent board at the next hearing.

All you have to do is fix my storage and refrigerator and you refuse. Why is it that you jump through hoops to take care of your luxury tenants that pay \$4000 a month for rent but you don't answer to any of my maintenance request and you continually decrease my services as a form of harassment to get me to leave? I paid extra money for that storage unit and parking space. I expect my parking space not to be a slip hazard and my storage unit not flooded and damaged with toxic mold.

Sent from my iPhone

On Feb 19, 2019, at 11:08 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, The judgement that gave you a four month decrease in rent, was due to overhead pipes leaking. This is not the case. In fact the integrity of your storage shows to be in the same condition, with no water damage to the wood. Any rust to your items stored in this area you can help prevent by simply placing a trash bag over them.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, February 19, 2019 9:25 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

T16-0734. You should read the judgement ruling. The storage unit is a space I store my work tools and it's a necessary service.

Sent from my iPhone

On Feb 19, 2019, at 12:29 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

I was just there, my apologies for not contacting you. There is no water going into the storage, rather a cement wall. I checked the storage immediately next to you. Concrete absorbs water by nature and that may allow moisture into your storage by laws of nature. For which you can take additional steps to put your equipment in bags, etc. This was in place when you signed the lease and no changes have been made to cause any difference. I have discussed the paragraphs in your lease that address this. The water on the floor

000046

9/2/2019

AT&T Yahoo Mail - Re: Garage

of the garage, is going to happen from time to time during a rain and that is a safety feature to allow run off, because this is an underground garage, it is expected and structurally built to do so.

Please find something else to be angry about, preferably not related to your rental. We will not making any changes to the storage area regarding your claims presented and demand to do so. That is final. Please, feel free to politely submit any future maintenance request utilizing our Meridian Management Group policy requirements on a Maintenance request form to Joanne and Steve.

The balance due on your ledger is accurate. For the last year while waiting for the multiple appeals you did not pay the correct rent. No one approved that you do so, and we kindly waited through all your appeals. However the decision has been finalized. And it is now time for you to pay back the rent you did not pay in full last year. If needed I am happy to post the decision which provides the amount that was due.

I know this is not the answer that you want, but please try to put some understanding and consideration and try protecting your equipment by simply putting it in bags and sealing the moisture out. And quit making it a personal attack against you, because I assure you, it is not.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Tuesday, February 19, 2019 11:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

I'm here now and I have both storage lockers on space 14 open for inspection for water leaks and damage. I'll be in 206. Knock on my door or call me. I'm working the graveyard shift this week from 10pm until 8am so let's keep this brief.

Thanks

000047

9/2/2019

AT&T Yahoo Mail - Re: Garage

JB

510-289-5301

Sent from my iPhone

On Feb 18, 2019, at 7:01 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, I will be on site at some time tomorrow. I will let you in advance when that is. And I will look at your issue one more time.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Monday, February 18, 2019 2:24 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

If you believe that information is true then I got a wall to sell you that Mexico isn't paying for. Just call the contractor while the weather is still dry and quite deflecting the subject BS harassment tactics. You also cost me income and ran up my medical and legal bills and fees well over \$10,000.00. We're even.

Now fix my water damaged storage ASAP. It's not hard and it doesn't come out of your paycheck or profits. That's Russel Flynn's financial headache for not doing his job in the first place.

Give me a time and date the contractors are going to show up and fix my storage unit and my flooded parking space.

JB

Sent from my iPhone

On Feb 15, 2019, at 2:35 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

The ledger was attached to show that you did not pay the full rent due.

Jeanne

<image001.png>

Jeanne Robertson

000048

9/2/2019

AT&T Yahoo Mail - RE: Water damaged storage unit #14

Tenant

T19-0184 Beard vs MMG

RE: Water damaged storage unit #14

From: Jeanne Robertson (JRobertson@mmgprop.com)

To: georgiacyclone@sbcglobal.net

Date: Monday, March 11, 2019, 01:47 PM PDT

External images are now more secure, and shown by default. Change in Settings

I am headed that way please meet me in the garage.

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, March 8, 2019 5:26 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water damaged storage unit #14

Let's try 2pm, Monday, if that's okay with you.

Thanks

JB

Sent from my iPhone

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2019 SEP -3 PM 3:34

000049

9/2/2019

AT&T Yahoo Mail - RE: Water damaged storage unit #14

On Mar 7, 2019, at 5:51 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Okay Monday afternoon it is . What time. Glad to hear you are back at work.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Thursday, March 7, 2019 5:50 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water damaged storage unit #14

Hello,

Sorry for the reply one day later. I've been working double shifts. I'll be available Monday afternoon. I'm working through the weekend and cleaning out the water in the storage unit at night before bedtime.

Sent from my iPhone

On Mar 6, 2019, at 10:14 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Will you be home tomorrow. And what time if so?

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Wednesday, March 6, 2019 2:25 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water damaged storage unit #14

000050

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Tenant

T19-0184 Beard VS MMG

Re: Month number 4 on water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Monday, April 22, 2019, 05:54 PM PDT

1. Please explain in detail the greater factors that are involved.
2. You're going to get your rent in full 5/01/19.
3. I need to get a receipt for each months rent paid from May 2019 going forward. I need to start collecting receipts.
4. Last but not least, my job is going to require me to travel and I'll be out of town during rent week a lot. Can I please send my rent check to your office address or an address of your choice when I'm out of town?

Thanks

JB

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Fri, Apr 19, 2019 at 3:12 PM James Beard <georgiacyclone@sbcglobal.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Jeanne Robertson <JRobertson@mmgprop.com>
Date: April 19, 2019 at 12:40:05 PM PDT
To: James Beard <georgiacyclone@sbcglobal.net>
Subject: RE: Month number 4 on water damaged storage unit

If you do not pay your full pay rent I will be forced to issue a three day notice. You will pay the full rent due. Please don't make it harder and we are not ignoring the situation there are greater factors involved.

Jeanne Robertson
 Meridian Management Group
 614 Grand Avenue, Suite 206
 Oakland, CA 94610
 P. (510) 444-9700
 F. (510) 338-3651
Jrobertson@mmgprop.com

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

From: James Beard <georgiacyclone@sbcglobal.net>
 Sent: Friday, April 19, 2019 12:27 PM
 To: Jeanne Robertson <JRobertson@mmgprop.com>

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000051

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Month number 4 on water damaged storage unit

We have entered month number 4 and still no results on repairing my tool storage unit or preventing future water invasion. What's the current status of hiring a new licensed contractor with credentials and warranty? My apartment isn't a storage unit and I don't have any space in my tiny apartment to put these tools.

Let me know what it's going to take to put this to a satisfactory solution and ending? This is ridiculous. Please set a date for a contractor to permanently repair water damaged and prevent future water intrusion. Standing by for a reply.

JB 206

Sent from my iPhone

000052

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Subject: Re: Month number 4 on water damaged storage unit

The solution that I couldn't take is a smaller storage unit in which someone else already occupies. I need you to fix the storage unit that got assigned to me when I first signed the lease. Ignoring the problem doesn't make it go away. I need my tool storage in full working capacity as soon as possible. That should have been fixed by the middle of February and we are almost 3 weeks into April. Until my storage is repaired in full I refuse to pay the current rent increase until I hear back from the Oakland rent board. You will receive the amount of \$1470.00 every month until my storage is 100% fixed and finished. A decrease in service = reduced rent.

Have a nice weekend

JB 206

Sent from my iPhone

On Apr 19, 2019, at 7:56 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

You also have been offered a solution that you do not take . However just yesterday I asked another remediator to go look next week and see if he can help provide an answer to resolve this issue finally. I will let you know if we have progress.

Jeanne

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

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, April 19, 2019 7:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Month number 4 on water damaged storage unit

I see that we are into month number 4 and week 2 and still no results. The tool storage unit still has to get fully repaired before the next rainfall. I really wish I can put my tools back in the tool storage where they belong. This has been 4 months that I've been denied repair service for my storage unit and loud noisy refrigerator. This is an obvious attempt to harass me and run me out of my rental unit and you cannot legally do that.

Please for the love of god and all things good, fix my storage unit permanently by hiring a credible licensed contractor that guarantees warranty with their work to get the job done. It's not hard and it's your job.

JB 206

Sent from my iPhone

000053

9/2/2019

T19-0181

AT&T Yahoo Mail - Tool storage unit #14 still le

Beard vs MMG

Tenant

Tool storage unit #14 still leaks

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Wednesday, March 20, 2019, 02:01 PM PDT

Water is still treading in both units. The maintenance contractor got rid of the mold but still hasn't sealed the leak that's coming in my storage unit. It's time to hire a licensed contractor with certifications and repair warranty guaranteed. Your hired maintenance contractor can do the mold and painting after the licensed contractor does the final repair and inspection. We're not there yet. I pulled my truck forward so you're maintenance contractor can finish the work and for today's inspection.

Thanks

Jamie 206
510-289-5301

Sent from my iPhone

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2019 SEP -3 PM 3:39

After a failed attempt by a hired worker that lacks the skill & competence, credentials & certification to complete to fully repair and restore the storage unit with water damage & intrusion

9/2/2019

AT&T Yahoo Mail - Explain the greater factors involved with the delay of permanently fixing my tool storage unit

Explain the greater factors involved with the delay of permanently fixing my tool storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Tuesday, April 23, 2019, 02:54 PM PDT

1. Please explain in detail the greater factors involved as to why my storage unit hasn't been permanently repaired by a licensed contractor with certifications, credentials and back up warranty.
2. Starting May 2019, I want a written receipt for every rent check from hear on out, no exceptions. I've been asking Joanne and Steve to write me a receipt and they refuse and that's illegal and a unfair business practices as you claim that I owe you money and that's not true. I don't owe you any additional money other than your rent check every month in which I've never missed a payment nor was I ever late.
3. I need a address to mail my future rent checks to as I'm going to be out of town on business in which I'll be not here on rent week. Can I just mail it straight to you at your business address? This the only apartment complex in this globe that doesn't accept rent checks by mail and that has costed me serious income and potential future jobs.

Your prompt reply would be greatly appreciated

Thanks

JB
Sent from my iPhone

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 2019 SEP - 3 PM 3:34

Beard vs MMG

T19-0184

000055

Thomson - C. Young

Re: Month number 4 on water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Monday, April 22, 2019, 05:54 PM PDT

- 1. Please explain in detail the greater factors that are involved.
- 2. You're going to get your rent in full 5/01/19.
- 3. I need to get a receipt for each months rent paid from May 2019 going forward. I need to start collecting receipts.
- 4. Last but not least, my job is going to require me to travel and I'll be out of town during rent week a lot. Can I please send my rent check to your office address or an address of your choice when I'm out of town?

Thanks

JB

Sent from my iPhone

~~On Fri, Apr 19, 2019, at 4:34 PM, Nancy [redacted] <[redacted]@[redacted].law.com> wrote:~~

~~ask her what the greater factors are. Be sure to pay rent in full. Ask her if you can mail rent to [redacted] and/or get a receipt from onsite manager. Explain [redacted] situation is difficult for you when you travel for work or pleasure.~~

~~Happy holidays Nancy~~

On Fri, Apr 19, 2019 at 3:12 PM James Beard <georgiacyclone@sbcglobal.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Jeanne Robertson <JRobertson@mmgprop.com>
Date: April 19, 2019 at 12:40:05 PM PDT
To: James Beard <georgiacyclone@sbcglobal.net>
Subject: RE: Month number 4 on water damaged storage unit

If you do not pay your full pay rent I will be forced to issue a three day notice. You will pay the full rent due. Please don't make it harder and we are not ignoring the situation there are greater factors involved.

Jeanne Robertson
 Meridian Management Group
 614 Grand Avenue, Suite 206
 Oakland, CA 94610
 P. (510) 444-9700
 F. (510) 338-3651
Jrobertson@mmgprop.com

-----Original Message-----
 From: James Beard <georgiacyclone@sbcglobal.net>
 Sent: Friday, April 19, 2019 12:27 PM
 To: Jeanne Robertson <JRobertson@mmgprop.com>

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Subject: Re: Month number 4 on water damaged storage unit

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Have a nice weekend

JB 206

Sent from my iPhone

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Jeanne

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

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, April 19, 2019 7:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Month number 4 on water damaged storage unit

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Please for the love of god and all things good, fix my storage unit permanently by hiring a credible licensed contractor that guarantees warranty with their work to get the job done. It's not hard and it's your job.

JB 206

Sent from my iPhone

000057

9/2/2019

Yahoo Mail - Re: Month number 4 on water damage storage unit

On Apr 8, 2019, at 12:39 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Good afternoon James,

While stating we are still working on a solution is not the answer you want to hear, but both Joanne and I have had several people to visit the space and we are still working on a solution. My suggestion is to utilize the smaller storage space in the meantime. What I saw when you opened the storage unit was that this would fit in the other empty space.

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

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

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Monday, April 8, 2019 10:00 AM

000058

9/2/2019

AT&T Mail - Re: Today's weather forecast is eating away my storage unit

779.0184

KM/MA

Re: Today's weather forecast is eating away my storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 6, 2019, 05:05 AM PST

Okay I stand corrected only on one occasion that you just joined in last summer so you didn't lie but the rest of meridian group including legal reps lied to me and the rent board. I'm not retracting that statement. I'm protesting the last rent increase until my storage unit is permanently repaired by a professional contractor that guarantees warrantee with their work. If I have to hire the contractor myself, then I will deduct all expenses from rent as that is perfectly legal under California state landlord/tenant laws and ordinances under repair and deduct remedy. If meridian management and owners fixed the problem last time, we wouldn't be back here again. That's what happens when the job doesn't get done right the first time.

I told you that all you have to do is repair and stop the water leak and damage to my storage unit and replace this loud obnoxious refrigerator that keeps me up at night. Do that and you shouldn't have to hear from me in quite a while. Make this problem go away and I'll go away.

Thanks

Jamie

Sent from my iPhone

- > On Feb 4, 2019, at 9:48 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:
- >
- > We did no such thing. James, we have looked into this, and as of this time there is no fix for water intruding from below. It's a typical garage issue. I am working on finding a solution, but I have not been able to do so as of yet.
- >
- > Jeanne
- >
- > -----Original Message-----
- > From: James Beard <georgiacyclone@sbcglobal.net>
- > Sent: Monday, February 4, 2019 9:55 AM
- > To: Jeanne Robertson <JRobertson@mmgprop.com>
- > Cc: 1470Alice@gmail.com
- > Subject: Today's weather forecast is eating away my storage unit
- >
- > It's also a slip hazard. This has gone on to long. I was told it was permanently repaired at the last rent board hearing last August 2018 by Greg McConal. Y'all lied to me
- >

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2019 SEP -3 PM 3:33

000059


Garage

From: Jeanne Robertson (JRobertson@mmgprop.com)

To: georgiacyclone@sbcglobal.net

Cc: 141ALI@mmgprop.com

Date: Monday, February 11, 2019, 11:48 AM PST

 External images are now more secure, and shown by default. [Change in Settings](#)

James, I went to look at the issue with your space. And this is what I found.

1. The building is set up for water to distribute there as needed this is a built in structural feature. Unlike the storage unit.
2. While 12 is smaller, it is in a dryer location and this is the only option I have available.
3. The water as far as I could tell was not entering your storage but running along the back side. Perhaps if you lined the interior with even something as simple as contact paper it would push back any seeping water.

As far as your refrigerator I have asked Joanne to order you another one. They will be in contact.

Also, we got a letter from PGE stating high energy use in the building. Please be aware if you are charging the lime scooters this is only to be done in your apartment.

We do appreciate that you have a much better attitude going forward.

Jeanne

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

000060

9/2/2019

AT&T Yahoo Mail - Re: Water damaged storage

Re: Water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 20, 2019, 10:48 AM PST

It's raining next week Monday through Wednesday. Why don't we meet Tuesday while it's raining so you can see first hand what damage happens when it rains. That's the only way to do a fair inspection. I'm taking Monday and Tuesday off and will be available by appointment. I have a doctors appointment Monday from 1-3pm, physical therapy included. Tuesday is more flexible. Let's do this right and fair and fix this problem permanently. If this problem goes away, You won't hear from me for the remainder of this year. With the exception of getting my monthly rent check, you won't even know I'm hear or I'll be so quiet that you'll forget I'm even here. When I make a promise, I stick to it.

See you next week and more than willing to work with you to put this ongoing problem to rest. All I really want is my storage unit repaired. I don't want to make another battle out of this and I don't think you do either.

Thanks

James Beard 206
510-289-5301

Sent from my iPhone

On Feb 19, 2019, at 11:15 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

After watching the video , I will return on Friday. I am out of town the next two days. In the mean time, you can dry the water that is there now.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, February 19, 2019 7:54 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water damaged storage unit

[Download Attachment](#)

[Available until Mar 21, 2019](#)

000061

9/2/2019

AT&T Yahoo Mail - Re: Garage

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, February 15, 2019 2:02 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

I paid my rent on the first of every month thank you very much. See you at the rent board.

JB

Sent from my iPhone

On Feb 15, 2019, at 11:16 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James,

For your convenience I have attached a copy of your lease. Please see page 4 - #16 of your lease. Specifically where the "tenant release the owner of from any liability or damage to Tenant's property while stored on the Premises." Also please see item 21: "Tenant shall NOT remodel, renovate, redecorate, paint, refinish, floors, or otherwise alter the Premises, common areas or any other parts of the Building or the Property in any way."

We have offered you storage in parking space 12, and that is all we are able to do to accommodate.

The has been no harassment. However, I do thank you for reminding me that you are past due on your rent. Please see the ledger attached and pay the balance due immediately.

Jeanne

<image001.png>

Jeanne Robertson

000062

9/2/2019

AT&T Yahoo Mail - Re: Garage

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Wednesday, February 13, 2019 1:14 PM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

Hate to be the barrier of bad news but your going to have to hire a contractor to fix that. If I have to go out of pocket to hire the right contractor then all labor, maintenance and materials will be deducted from rent as that is legal under California's repair remedy landlord/tenant laws and it's also a Oakland city ordinance. Storage space 12 is 50% smaller than mine and I barely have enough room for the storage space I currently have. Unless you beat me, I'm going to start interviewing contractors to do a full repair and Ill let you pick the contractor with the best deal including warranty. Since I have to remove items in my storage to keep the dry and safe, I'm going to challenge rent increase at the rent board while we remedy this since that's the only way I can get y'all to act on a emergency. Water damage is dangerous slip hazard. Forcing me into a smaller space is a decrease in service because the other space is to small.

If y'all would have hired the guy I recommend last time instead of the dude y'all met at Home Depot, we wouldn't be in this situation. I'm fighting this one again. I won last time, I protested this.

I believe y'all are being unreasonable and that harassmt tactic is not going to make me leave but it will run you more legal expenses which could have been totally avoided. The only way I'm leaving is in a body bag and if you are so lucky to witness that, my son will take over my lease as he was living here from 2014-2016, which gives him tenants rights.

Get the contractors over here ASAP or I will

James

206

Sent from my iPhone

On Feb 11, 2019, at 11:47 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

000063

James, I went to look at the issue with your space. And this is what I found.

1. The building is set up for water to distribute there as needed this is a built in structural feature. Unlike the storage unit.
2. While 12 is smaller, it is in a dryer location and this is the only option I have available.
3. The water as far as I could tell was not entering your storage but running along the back side. Perhaps if you lined the interior with even something as simple as contact paper it would push back any seeping water.

As far as your refrigerator I have asked Joanne to order you another one. They will be in contact.

Also, we got a letter from PGE stating high energy use in the building. Please be aware if you are charging the lime scooters this is only to be done in your apartment.

We do appreciate that you have a much better attitude going forward.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

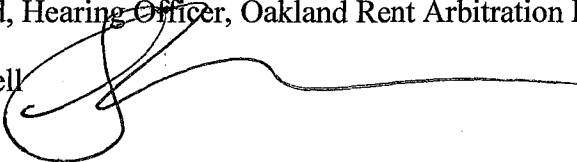
<Ledger2.13.19.pdf>

<lease.pdf>

km/ma



Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program
From: Gregory McConnell 
Date: 9/10/19
Subject: T19-0814; Additional Documentation

Owner has requested that this case be dismissed, however, Owner retains the right to defend this petition.

Owner is on vacation and cannot participate in the preparation for this case. We are submitting the attached documentation currently available on Owner's behalf. Owner reserves the right to submit further documentation up to seven (7) days prior to the hearing. If we still have not received the necessary documents, Owner will request a continuance.

Thank You.

Km/MA



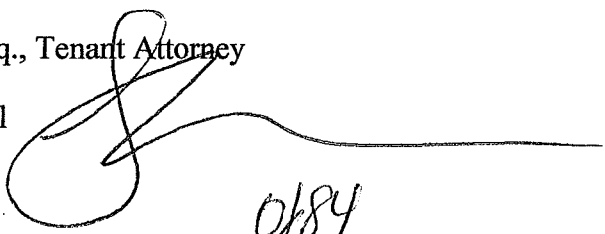
THE McCONNELL GROUP
Consultants and Advocates

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Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program

Cc: Barbara Kong Brown, Senior Hearing Officer, Oakland Rent Arbitration Program
James Beard, Tenant
Nancy Conway, Esq., Tenant Attorney

From: Gregory McConnell 

Date: 9/10/19

Subject: Renewed Request for Dismissal: T19-0814; Beard v. Stewart *0/84*

Owner respectfully repeats his demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734, T17-0419 and T18-0134.

This tenant is a serial filer who is abusing the system.

Tenant is not current on rent. Tenant has not been paying rent as stipulated in previous decisions, and therefore does not have standing to be heard before the RAP. Based upon T16-0734 and subsequent CPI increases Tenant should be paying \$1,479.87 per month prior to the currently contested increase.

The rent increase in question is a CPI increase based on a RAP decided/approved base rent. The legitimacy of this rent can be decided administratively without the need for a lengthy hearing.

Tenant's claims of decreased housing services regarding the garage storage unit has been heard and decided repeatedly in the cases mentioned above.

For these reasons, Owner respectfully demands this petition be dismissed by Administrative Decision.

Thank You.



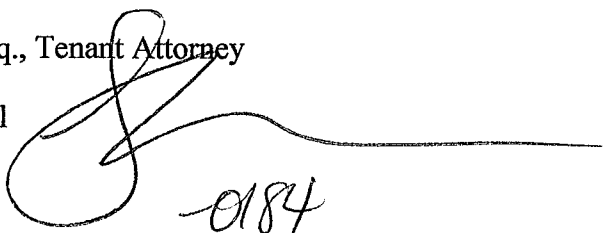
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Km/ma

Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program

Cc: Barbara Kong Brown, Senior Hearing Officer, Oakland Rent Arbitration Program
James Beard, Tenant
Nancy Conway, Esq., Tenant Attorney

From: Gregory McConnell 

Date: 9/10/19 *0184*

Subject: Renewed Request for Dismissal: T19-0814; Beard v. Stewart

Owner respectfully repeats his demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734, T17-0419 and T18-0134.

This tenant is a serial filer who is abusing the system.

Tenant is not current on rent. Tenant has not been paying rent as stipulated in previous decisions, and therefore does not have standing to be heard before the RAP. Based upon T16-0734 and subsequent CPI increases Tenant should be paying \$1,479.87 per month prior to the currently contested increase.

The rent increase in question is a CPI increase based on a RAP decided/approved base rent. The legitimacy of this rent can be decided administratively without the need for a lengthy hearing.

Tenant's claims of decreased housing services regarding the garage storage unit has been heard and decided repeatedly in the cases mentioned above.

For these reasons, Owner respectfully demands this petition be dismissed by Administrative Decision.

Thank You.



Meridian Management Group

December 10, 2018

Mailed
12/14/18

James Beard
1470 Alice Street #206
Oakland, CA 94612

Dear Mr. Beard,

This letter is in response to your email dated December 7, 2018, which stated:

I'm requesting a written summary explaining why the rent increase received on November 2 exceeds Oaklands cpi. Your cooperation in this matter would be greatly appreciated.

Your rent increased \$50.32, which is 3.4% of your then current rent amount of \$1479.87. This is not in excess of the current allowable amount per the City of Oakland Rent Adjustment Program. Your current lawful rent is \$1530.19. There is a one time charge of \$34.00 dollar added December 1, 2018 which is the allowable passthru of the rent board fee.

Thank you,

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

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2019 SEP 10 PM 4:44

000068

Nov 2 2018
December 10, 2018

NOTICE OF CHANGE IN TERMS OF TENANCY

James Beard
1470 Alice Street , #206
Oakland, CA 94612

Re: Rent Increase - Oakland Municipal Code, Chapter 8.22

Dear James Beard

While no one likes a rental increase, the cost of operating a building has risen in excess of the increase allowed by the City Ordinance. We value you as a tenant and hope you will understand the necessity for this increase.

Therefore, you are hereby notified, in accordance with Civil Code Section 827, that thirty (30) days after service upon your of this notice, or December 1, 2018, whichever is later. Your current monthly payment calculations are to be found on page two.

**Please make your check payable to Alice B. Building, LP,
per the following schedule to be submitted to the Resident Manager:**

- | | | |
|----|-------------------------------------|------------|
| 1) | December 1-31, 2018 | \$1,564.19 |
| 2) | January 1, 2019 - November 30, 2019 | \$1,530.19 |

All rents are due and payable in advance on the 1st day of each and every month. Additionally, a late charge as outlined in your lease will be charged for any delinquent payment of rent.

Furthermore, please find duplicate notices for the City of Oakland's Rent Adjustment Program. Please enclose the loose copy with your signature along with your next rent payment. The signed notice is recommended by the Oakland Rent Adjustment Program.

Owner reserves the right to bank any and all allowable rent increases under provisions of the RRAO and can be added to any future increases and transferred to any future Owners.

Owner may apply any payment by Tenant to any obligation of Tenant to Owner, notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

Please be advised that pursuant to Oakland Rent Adjustment Program Rules and Regulations, the Owner considers you to be the only authorized Original Occupant to occupy the above premises.

Information and advice regarding this notice are available from the Oakland Rent Adjustment Program located at 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, CA, 94612.

Sincerely,

Jeanne Robertson
Property Supervisor

Enclosures - Two RAP Notices (One on the back of this notice and one loose copy for return signature)
and Decision Summary

cc: Resident Manager
Accounting Department
Tenant File

141 #206

See Reverse Side for Calculations

000069

.1470 Alice Street
December 10, 2018

#206

Rent Increase Calculations

Effective December 1, 2018

Your current base rent on your apartment is	\$1,479.87
CPI Rent Increase shall be	<u>50.32</u>

Therefore, effective December 1, 2018, the new base rent on your apartment will be **\$1,530.19**

Therefore, effective December 1, 2018, the new monthly base rent on your apartment will be **\$1,530.19**

Additionally, your portion of the Rent Adjustment Program Service Fee is Due in December **34.00**

Payment for the month of December 1, 2018 **\$1,564.19**

Note: Refer to Page 1 for the schedule of subsequent payments due.

141 #206

000070

KM/MA

CITY OF OAKLAND

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RENT ARBITRATION PROGRAM



Housing and Community Development
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612

2019 SEP 17 PM 2:39

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

REQUEST TO CHANGE DATE OF PROCEEDING

IMPORTANT INFORMATION: A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. **Documentation verifying the reason for the request must be attached to this form.** A postponement may only be granted for good cause shown and in the interests of justice. The agreement of the parties to a postponement is not good cause, by itself. Only one postponement may be granted to a party unless the party shows extraordinary circumstances. The maximum postponement granted is usually 20 days. **Before submitting this request, you must try to reach an agreement with the other party(ies) for a new date for the proceeding.** If you provide two alternate hearing dates, the hearing will be set on one of the agreed dates, if the date is available on the hearing calendar. If it is not available, another date will be chosen.

Case Number(s): T19-0184 Date of Scheduled Hearing/Mediation: 09/23/19

Lead Case Title: Beard v. Meridian Management Group

Name of Party Requesting Postponement: Gregory McConnell, Owner Representative

Contact Telephone Number: 510-834-0400 FAX Number (not required): _____

I request postponement of the hearing stated above because:
[If you need more space, attach additional sheets.]

Please see attached memorandum.

The parties agree that the hearing may be postponed to _____ or _____.
(Agreed dates will be honored by the Rent Adjustment Program if)

OR

I contacted the opposing party(ies) and we were unable to agree on a date for the re-scheduled hearing.

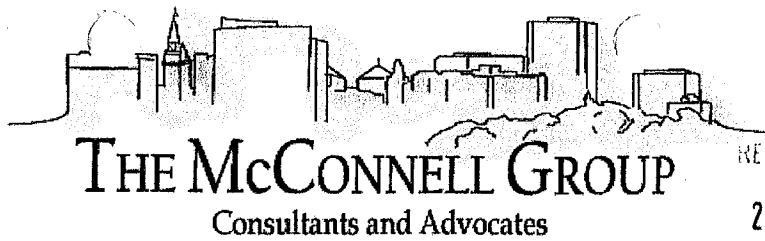
* Due to time constraints, we have not contacted the opposing parties to find an agreeable date.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in support of this request is true and correct.

Date: 9/17/19

(Signature)

THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING.



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2019 SEP 17 PM 2:39

Memorandum

To: Barbara Kong-Brown, Senior Hearing Officer

From: Gregory McConnell, Owner Representative

Date: 9/17/2019

Subject: Request for Continuance L19-0030, T19-0184 and T18-0018


As you recall, last week we had to make an emergency request for continuance in case# L19-0030, Alma Apartments LP v Tenants, 633 Alma. Since that time my wife has been diagnosed with a serious medical condition that requires my availability to care for her, which means I need to be available at a short moments notice. We just received this diagnosis yesterday and for the short term I must request that my hearings be continued (please see upcoming cases below). Once we get her stabilized and a complete plan for medical care, we can resume hearings on these cases. Given the RAP case load I will assume that it will be sometime in January, but I should be available early to mid-December.

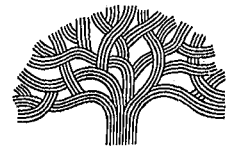
Below is a list of cases that I request you continue. I am copying the tenants in each case.

Hearing Date	Case#	Property Address
9/12/19	L19-0030	633 Alma Ave. (Alma Apartments, LP v Tenants)
9/23/19	T19-0184	1470 Alice St., #206 (Beard v. Meridian Management Group)
9/26/19	T18-0018	633 Alma Ave., #5 (Sund v. Vernon Street Apartments, LP)

✓ rescheduled
 ✓ admin dec.
 ✓ pulled + will be rescheduled for appeal

Please confirm that these cases will be continued.
 Thank you


 Greg McConnell



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

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0184 Beard v. Meridian

PROPERTY ADDRESS: 1470 Alice Street, Unit 206, Oakland, CA

PARTIES: James Beard, Tenant
Lucky Stewart, Owner
Greg McConnell, Attorney for Owner

INTRODUCTION

The tenant filed a petition on February 4, 2019, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2019, and alleging decreased housing services due to a water leak in the garage storage unit/parking space, and a loud refrigerator. The tenant also stated that he first received the RAP Notice in 2014, and he also received the RAP Notice with the contested rent increase.

The owner filed a timely response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing service claims were already decided in prior hearing decisions.

REASON FOR ADMINISTRATIVE DECISION

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

CPI Rent Increase is Valid

Pursuant to the Rent Adjustment Ordinance, CPI and Banking Rent Adjustments are not subject to petition.¹ A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent Adjustment.²

¹ O.M.C. §8.22.070(B)

² O.M.C. §8.22.070(B)(2)

The Tenant Petition lists a single rent increase, served on November 2, 2018, proposing to increase the tenant's rent from \$1,479.87 to \$1,530.19, effective December 1, 2018. The allowable CPI for the year of July 1, 2018, to June 30, 2019, is 3.4%, which is \$50.32 of \$1,479.87, the tenant's rent prior to the proposed rent increase. The new rent with the CPI Adjustment totals \$1,530.19. The CPI was properly calculated and the proposed increase does not exceed the allowable CPI of 3.4%. Therefore, the CPI rent increase is valid.

Decreased Housing Service Claims

Leak in Garage Storage Unit/Parking Space: Official Notice is taken of the Hearing Decision in Case Number T16-0734, Beard v. Stewart, a prior case which involved the same parties and the same subject property. In that case, the tenant complained about a leak in the garage storage unit/parking space and was granted restitution. As this claim was already raised and addressed in the prior case, it is dismissed.

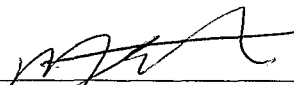
Loud Refrigerator: The tenant stated in his petition, under penalty of perjury, that "his refrigerator makes a loud noise". The tenant did not claim any other issues with the functionality of his refrigerator. A loud refrigerator does not constitute a decrease in housing services. This is a frivolous claim and is denied.

ORDER

1. Tenant Petition T19-0184 is dismissed.
2. Effective December 1, 2018, the tenant's new base rent is \$1,530.19 monthly.
3. The decreased housing service claims are denied.
4. The hearing scheduled for September 23, 2019, is cancelled.

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

Dated: September 17, 2019



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0184

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

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

Documents Included

Administrative Decision

Owner

Russel Flynn,
Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Greg McConnell,
The McConnell
300 Frank Ogawa Plaza, #460
Oakland, CA 94612

Tenant

James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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 **September 19, 2019** in Oakland, CA.

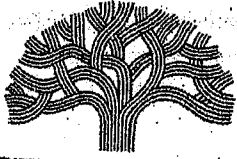


Brittni Lothlen
Oakland Rent Adjustment Program

000075

KM/NA

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RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	2019 OCT 8 For date stamp: 31
	APPEAL	

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
OCT 8 PM 3:31

Appellant's Name <i>James Beard</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>1470 Alice St, #206 Oakland, CA 94612</i>			
Appellant's Mailing Address (For receipt of notices)		Case Number <i>T19-0184</i>	Date of Decision appealed <i>9-17-2019</i>
Name of Representative (if any) <i>Nancy Conway</i>		Representative's Mailing Address (For notices) <i>345 Franklin St San Francisco, CA 94102</i>	

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

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

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

- a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
- b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
- c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
- d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
- e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

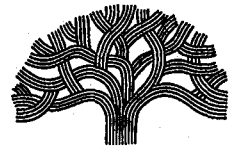
James Beard tenant T19-0184

I was denied a sufficient opportunity to present my claim due to the rent board not allowing me to respond to Mr. Greg McConnell's false claims and evidence tampering. Mr. McConnell showed up prior to the hearing T19-0184 and got this case administratively dismissed despite overwhelming evidence including photographs, 6 months of email exchange between the owner and I, and video evidence showing dangerous water intrusion that still has not been addressed or fixed yet. This is a hazardous substandard condition to live in.

Please consider making another hearing date to listen to and record all evidence and testimony. Also the landlord has been maliciously prosecuting me with eviction notices that are retaliatory since I filed this petition and they are afraid of the truth coming out on live tape. Also previous cases have been erased on tape T16-0228 in order to hide evidence + testimony exposing the owners to criminal activity and I'd like to request that the city attorney and Rebecca Kaplan get involved and investigate this corruption and unlawful harassment.

000078

This decision violates local and state laws. Decreasing housing service is a form of harassment for bidden by the Oakland Tenant Protection Ordinance & Rent Adjustment Board aka Oakland RAP. Evidence clearly shows that the landlord is refusing to fix the hazardous water intrusion and damage done and is trying to force me to move out. As long as this rent board continues to decrease my housing service along with other tenant housing services, the more unlawful eviction cases will rise along with the homeless rate in 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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0184, Beard v. Meridian Management
APPEAL HEARING: January 23, 2020
PROPERTY ADDRESS: 1470 Alice Street, No. 206, Oakland, CA
APPEARANCES: Nancy Conway Tenant Representative
Greg McConnell Owner Representative

Procedural Background

The tenant filed a petition contesting a monthly rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and claiming several decreased housing services, including the following:

- Leak in garage storage space/parking space.
- Loud refrigerator.

The owner representative filed a Response, stating the following:

The tenant filed three cases. He dismissed T16-0228, and the issues were decided in two prior cases. T16-0734 was denied and affirmed by Administrative Appeal Decision. T17-0419 was denied and affirmed on appeal. These decisions are final and unreviewable per the doctrine of res judicata.

The hearing officer issued an Administrative Decision dismissing the tenant's claims, stating that the rent increase was justified based on Banking, and denying the decreased housing service claims on the grounds that (1) the claim regarding the garage storage unit/parking space was raised and decided in Case No. T16-0374, entitled Beard v. Stewart, and (2) the "loud" refrigerator did not affect its functionality and was a frivolous claim. The tenant appealed this claim to the Board, which heard the appeal on December 6, 2018, affirming the hearing decision based on substantial evidence.¹

¹ The appeal was initially heard on April 18, 2018, on a procedural issue regarding timeliness of filing of the appeal. The Board determined there was good cause and allowed the appeal to go forward.

Grounds for Appeal

The tenant appealed the Hearing Decision on the following grounds.

- The decision is inconsistent with decisions issued by other hearing officers.
- The decision violates federal, state, or local law.
- The decision is not supported by substantial evidence.
- The tenant was denied a sufficient opportunity to present his claim.

Specifically, the tenant contended the Rent Board did not allow him to respond to Mr. McConnell's 'false claims and evidence tampering'; that Mr. McConnell showed up before the hearing and got his case administratively dismissed despite overwhelming evidence, including photographs, 6 months of email exchange between him and the owner showing dangerous water intrusion that still has not been addressed or fixed, which constitutes a hazardous condition.

The tenant further contends a retaliatory eviction and tenant harassment based on the Tenant Protection Ordinance, since he filed the petition. He also claims evidence was erased in a prior case, in T16-0228, to hide evidence and testimony exposing criminal activity.

The tenant representative contended that the loud refrigerator noise and an ongoing leak which was replaced after the petition was filed, constitutes a decreased Service.

The owner did not file a response to the tenant appeal.

Appeal Decision

After presentation of party arguments, questions to the parties, and Board discussion, J. Warner moved to remand the case to the hearing officer to hold a full hearing on the issues raised in the tenant petition. R. Auguste seconded. K. Friedman proposed a friendly amendment to determine if the leak was a new leak or an ongoing leak, which was accepted by J. Warner and seconded by R. Auguste.

R. Auguste proposed a friendly amendment to consider the claim of the refrigerator disturbing the quiet enjoyment of the unit as an issue of fact, which was accepted by J. Warner.

K. Friedman presented a substitute motion to remand to the hearing officer to determine if the issue is a new leak or if this was an old leak considered in the prior case. T. Williams seconded.

The Board voted on the sub motion as follows:

Aye: A. Graham, J. Ma Powers, T. Williams, K. Friedman, J. Warner

Nay: T. Hall, R. Auguste
Abstain: 0

The motion carried.


J. Warner moved to request that the hearing officer consider the factual basis on the refrigerator issue as a decreased housing service. A Graham seconded.

The Board voted as follows:

Aye: R. Auguste, J. Ma Powers, A. Graham, J. Warner

Nay: T. Hall, T. Williams, K. Friedman

The motion carried.



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

8/13/2020

DATE

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Account # 00190859
ALICE B BUILDING LP

141

Business License Online Renewal  **Secure**

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The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date 2/17/2021
Confirmation # 234304

Account Information

Account # 00190859
Expire Date 12/31/2021
Name ALICE B BUILDING LP
Address 1470 ALICE ST
City OAKLAND
Phone (415) 989-1717 x121

Summary

	Input	Amount
Tax Calculation		
Enter 2020 Gross Receipts *(Enter estimated 2021 Gross Receipts if business started in Oakland in 2020)*	467,471.3	\$6,521.22
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$3.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	22	\$2,222.00
Total Due		\$8,750.22

Payment Information

Payment Amount \$8,750.22

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

City of Oakland
250 Frank H Ogawa Plaza, Suite 1320
Oakland, CA 94612

Hours:
8:00 AM-4:00 PM
Monday, Tuesday, Thursday, Friday

Resident Ledger

Date: 09/15/2021

Code	t0015993	Property	0141	Lease From	12/01/2019
Name	James Beard	Unit	206	Lease To	11/30/2020
Address	1470 Alice Street 206	Status	Current	Move In	03/15/2014
		Rent	1583.75	Move Out	
City	Oakland, CA 94112	Phone (H)		Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/15/2014	secdep	:Posted by QuickTrans (secdep)	1,325.00		1,325.00	788787
03/15/2014	keydep	:Posted by QuickTrans (keydep)	50.00		1,375.00	788800
03/15/2014		chk# :QuickTrans :Posted by QuickTrans		1,325.00	50.00	435275
03/15/2014		chk# :QuickTrans :Posted by QuickTrans		50.00	0.00	435289
05/01/2016	rent	Rent (05/2016)	1,261.50		1,261.50	788763
05/12/2016		chk# 1098308504		1,261.50	0.00	439579
06/01/2016	rent	Rent (06/2016)	1,331.50		1,331.50	800175
06/14/2016		chk# 1098308691		1,261.50	70.00	446359
07/01/2016	rent	Rent (07/2016)	1,331.50		1,401.50	817155
07/05/2016		chk# 83201445		1,261.50	140.00	450623
08/01/2016	rent	Rent (08/2016)	1,331.50		1,471.50	832579
08/17/2016		chk# 82154280		1,261.50	210.00	459240
09/01/2016	rent	Rent (09/2016)	1,331.50		1,541.50	848819
09/07/2016		chk# 1379254		1,261.50	280.00	462687
10/01/2016	rent	Rent (10/2016)	1,331.50		1,611.50	863092
10/10/2016		chk# 11497296		1,330.50	281.00	469959
11/01/2016	rent	Rent (11/2016)	1,400.00		1,681.00	878313
11/09/2016		chk# 20388604		1,331.50	349.50	476171
12/01/2016	parking	Parking (12/2016)	77.73		427.23	894296
12/01/2016	rent	Rent (12/2016)	1,373.13		1,800.36	894297
12/07/2016		chk# MO		1,468.50	331.86	481011
01/01/2017	parking	Parking (01/2017)	77.73		409.59	911166
01/01/2017	rent	Rent (01/2017)	1,373.13		1,782.72	911167
01/10/2017		chk# 1		1,681.00	101.72	487837
02/01/2017	parking	Parking (02/2017)	77.73		179.45	926546
02/01/2017	rent	Rent (02/2017)	1,373.13		1,552.58	926547
02/10/2017		chk# 58379392		1,400.00	152.58	496668
03/01/2017	parking	Parking (03/2017)	77.73		230.31	942649
03/01/2017	rent	Rent (03/2017)	1,373.13		1,603.44	942650
03/08/2017		chk# 65464653		1,400.00	203.44	501824
04/01/2017	parking	Parking (04/2017)	77.73		281.17	960913
04/01/2017	rent	Rent (04/2017)	1,373.13		1,654.30	960914
04/12/2017		chk# 1098311832		1,400.00	254.30	509474
05/01/2017	parking	Parking (05/2017)	77.73		332.03	973901
05/01/2017	rent	Rent (05/2017)	1,373.13		1,705.16	973902
05/26/2017		chk# 1098312341		1,400.00	305.16	517182
06/01/2017	parking	Parking (06/2017)	77.73		382.89	990979
06/01/2017	rent	Rent (06/2017)	1,373.13		1,756.02	990980
06/09/2017		chk# 93358093		1,400.00	356.02	520210
07/01/2017	parking	Parking (07/2017)	77.73		433.75	1007209
07/01/2017	rent	Rent (07/2017)	1,373.13		1,806.88	1007210
07/07/2017		chk# 2379274		1,400.00	406.88	528536
08/01/2017	parking	Parking (08/2017)	77.73		484.61	1022298
08/01/2017	rent	Rent (08/2017)	1,373.13		1,857.74	1022299
08/08/2017		chk# 11707387		1,400.00	457.74	532575
09/01/2017	parking	Parking (09/2017)	77.73		535.47	1037648
09/01/2017	rent	Rent (09/2017)	1,373.13		1,908.60	1037665
09/01/2017	rent	To adjust rent from 12/2016-8/2017	(0.09)		1,908.51	1043844
09/01/2017	tl	Tenant Loss - Storage Area & Screen Door	(378.00)		1,530.51	1043845

09/01/2017	rent	To adjust rent per rent board decision	26.54		1,557.05	<u>1043846</u>
10/01/2017	parking	Parking (10/2017)	77.73		1,634.78	<u>1053960</u>
10/01/2017	rent	Rent (10/2017)	1,399.67		3,034.45	<u>1053976</u>
10/01/2017		chk# 24899194		1,477.40	1,557.05	<u>546961</u>
10/11/2017		chk# 28834513		1,477.40	79.65	<u>551708</u>
11/01/2017	parking	Parking (11/2017)	77.73		157.38	<u>1070237</u>
11/01/2017	rent	Rent (11/2017)	1,399.67		1,557.05	<u>1070252</u>
11/08/2017		chk# 42754185		1,477.40	79.65	<u>558711</u>
12/01/2017	parking	Parking (12/2017)	79.28		158.93	<u>1086147</u>
12/01/2017	rbf	Rent Board Fees (12/2017)	34.00		192.93	<u>1086171</u>
12/01/2017	rent	Rent (12/2017)	1,400.59		1,593.52	<u>1086172</u>
12/07/2017		chk# 51668681		1,450.85	142.67	<u>567273</u>
01/01/2018	parking	Parking (01/2018)	79.28		221.95	<u>1101619</u>
01/01/2018	rent	Rent (01/2018)	1,400.59		1,622.54	<u>1101635</u>
01/12/2018		chk# 60698086		1,450.85	171.69	<u>578889</u>
02/01/2018	parking	Parking (02/2018)	79.28		250.97	<u>1117146</u>
02/01/2018	rent	Rent (02/2018)	1,400.59		1,651.56	<u>1117160</u>
02/16/2018		chk# 69383879		1,450.85	200.71	<u>588009</u>
03/01/2018	parking	Parking (03/2018)	79.28		279.99	<u>1133074</u>
03/01/2018	rent	Rent (03/2018)	1,400.59		1,680.58	<u>1133090</u>
03/05/2018		chk# 77527882		1,450.85	229.73	<u>595003</u>
04/01/2018	parking	Parking (04/2018)	79.28		309.01	<u>1149513</u>
04/01/2018	rent	Rent (04/2018)	1,400.59		1,709.60	<u>1149529</u>
04/05/2018		chk# 87331392		1,400.00	309.60	<u>599907</u>
05/01/2018	parking	Parking (05/2018)	79.28		388.88	<u>1164633</u>
05/01/2018	rent	Rent (05/2018)	1,400.59		1,789.47	<u>1164649</u>
05/15/2018		chk# 96711914		1,400.00	389.47	<u>622497</u>
06/01/2018	parking	Parking (06/2018)	79.28		468.75	<u>1180261</u>
06/01/2018	rent	Rent (06/2018)	1,400.59		1,869.34	<u>1180277</u>
06/06/2018		chk# 3945469		1,400.00	469.34	<u>626132</u>
07/01/2018	parking	Parking (07/2018)	79.28		548.62	<u>1196607</u>
07/01/2018	rent	Rent (07/2018)	1,400.59		1,949.21	<u>1196623</u>
07/01/2018		chk# 11980877		1,400.00	549.21	<u>633997</u>
08/01/2018	parking	Parking (08/2018)	79.28		628.49	<u>1212603</u>
08/01/2018	rent	Rent (08/2018)	1,400.59		2,029.08	<u>1212621</u>
08/08/2018		chk# 216450000		1,400.00	629.08	<u>655963</u>
09/01/2018	parking	Parking (09/2018)	79.28		708.36	<u>1228596</u>
09/01/2018	rent	Rent (09/2018)	1,400.59		2,108.95	<u>1228614</u>
09/10/2018		chk# 35859490		1,400.00	708.95	<u>664283</u>
10/01/2018	parking	Parking (10/2018)	79.28		788.23	<u>1245259</u>
10/01/2018	rent	Rent (10/2018)	1,400.59		2,188.82	<u>1245277</u>
10/11/2018		chk# 44813806		1,400.00	788.82	<u>674507</u>
11/01/2018	parking	Parking (11/2018)	79.28		868.10	<u>1261700</u>
11/01/2018	rent	Rent (11/2018)	1,400.59		2,268.69	<u>1261718</u>
11/12/2018		chk# 53231570		1,400.00	868.69	<u>685007</u>
11/27/2018	rent	To adjust rent per Rent Board	(79.65)		789.04	<u>1273496</u>
12/01/2018	rbf	Rent Board Fees (12/2018)	34.00		823.04	<u>1281519</u>
12/01/2018	rent	Rent (12/2018)	1,530.19		2,353.23	<u>1281520</u>
12/12/2018		chk# 61004481		1,400.00	953.23	<u>692671</u>
01/01/2019	rent	Rent (01/2019)	1,530.19		2,483.42	<u>1298768</u>
01/11/2019		chk# 68286168		1,530.19	953.23	<u>702487</u>
02/01/2019	rent	Rent (02/2019)	1,530.19		2,483.42	<u>1315840</u>
02/11/2019		chk# 7100555		1,530.19	953.23	<u>709954</u>
03/01/2019	rent	Rent (03/2019)	1,530.19		2,483.42	<u>1332798</u>
03/11/2019		chk# 84647070		1,480.00	1,003.42	<u>719792</u>
04/01/2019	rent	Rent (04/2019)	1,530.19		2,533.61	<u>1349632</u>
04/04/2019		chk# 92689711		1,532.00	1,001.61	<u>724514</u>
05/01/2019	rent	Rent (05/2019)	1,530.19		2,531.80	<u>1366701</u>
05/14/2019		chk# 775514		1,530.19	1,001.61	<u>738124</u>
06/01/2019	rent	Rent (06/2019)	1,530.19		2,531.80	<u>1384339</u>
07/01/2019	rent	Rent (07/2019)	1,530.19		4,061.99	<u>1400639</u>
08/01/2019	rent	Rent (08/2019)	1,530.19		5,592.18	<u>1416614</u>

09/01/2019	rent	Rent (09/2019)	1,530.19		7,122.37	<u>1433523</u>
09/26/2019		chk# 611236		1,530.19	5,592.18	<u>772846</u>
10/01/2019	rent	Rent (10/2019)	1,530.19		7,122.37	<u>1449156</u>
11/01/2019	rent	Rent (11/2019)	1,530.19		8,652.56	<u>1465101</u>
11/08/2019		chk# 75979651		1,530.19	7,122.37	<u>787678</u>
12/01/2019	rbf	Rent Board Fees (12/2019)	34.00		7,156.37	<u>1480189</u>
12/01/2019	rent	Rent (12/2019)	1,583.75		8,740.12	<u>1480190</u>
12/10/2019		chk# 83651211		1,583.75	7,156.37	<u>795848</u>
01/01/2020	rent	Rent (01/2020)	1,583.75		8,740.12	<u>1496045</u>
01/08/2020		chk# 91248925		1,583.75	7,156.37	<u>803500</u>
02/01/2020	rent	Rent (02/2020)	1,583.75		8,740.12	<u>1512256</u>
02/05/2020		chk# 98430907		1,583.75	7,156.37	<u>809725</u>
02/20/2020		chk# 1026950		1,530.19	5,626.18	<u>815456</u>
03/01/2020	rent	Rent (03/2020)	1,583.75		7,209.93	<u>1528562</u>
03/05/2020		chk# 5207420		1,583.75	5,626.18	<u>819946</u>
04/01/2020	rent	Rent (04/2020)	1,583.75		7,209.93	<u>1544924</u>
04/13/2020		chk# 14191339		1,583.75	5,626.18	<u>831829</u>
05/01/2020	rent	Rent (05/2020)	1,583.75		7,209.93	<u>1560730</u>
05/29/2020		chk# 20839582		1,583.75	5,626.18	<u>841714</u>
06/01/2020	rent	Rent (06/2020)	1,583.75		7,209.93	<u>1576209</u>
06/17/2020		chk# 39440807		1,583.75	5,626.18	<u>848855</u>
07/01/2020	rent	Rent (07/2020)	1,583.75		7,209.93	<u>1591419</u>
08/01/2020	rent	Rent (08/2020)	1,583.75		8,793.68	<u>1606654</u>
09/01/2020	rent	Rent (09/2020)	1,583.75		10,377.43	<u>1621210</u>
10/01/2020	rent	Rent (10/2020)	1,583.75		11,961.18	<u>1634979</u>
11/01/2020	rent	Rent (11/2020)	1,583.75		13,544.93	<u>1648165</u>
12/01/2020	rent	Rent (12/2020)	1,583.75		15,128.68	<u>1661011</u>
01/01/2021	rent	Rent (01/2021)	1,583.75		16,712.43	<u>1673634</u>
02/01/2021	rent	Rent (02/2021)	1,583.75		18,296.18	<u>1686006</u>
03/01/2021	rent	Rent (03/2021)	1,583.75		19,879.93	<u>1704470</u>
04/01/2021	rent	Rent (04/2021)	1,583.75		21,463.68	<u>1715962</u>
05/01/2021	rent	Rent (05/2021)	1,583.75		23,047.43	<u>1726967</u>
06/01/2021	rent	Rent (06/2021)	1,583.75		24,631.18	<u>1737816</u>
07/01/2021	rent	Rent (07/2021)	1,583.75		26,214.93	<u>1749231</u>
08/01/2021	rent	Rent (08/2021)	1,583.75		27,798.68	<u>1759770</u>
08/23/2021		chk# 0055901827 COVID Relief Payment Program		23,756.25	4,042.43	<u>952066</u>
09/01/2021	rent	Rent (09/2021)	1,583.75		5,626.18	<u>1770670</u>

From: [Sheila Ehsan](#)
To: [Gregory McConnell](#); [JR McConnell](#)
Subject: FW: Refrigerator case #T19-0184 James Beard
Date: Tuesday, October 19, 2021 11:08:35 AM

The Refrigerator issue was taken care of last year. Thank you

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

From: James Beard <jamesbeard30307@gmail.com>
Sent: Tuesday, September 14, 2021 4:13 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: Refrigerator

The new refrigerator works fine. Thanks for checking

Sent from my iPhone

> On Sep 14, 2021, at 4:10 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

>

> James,

> I know your refrigerator was replaced about a year ago. Do you have any issues with the new one?

>

> Thank you

>

> Sheila Ehsan

>

>

000087

From: [Sheila Ehsan](#)
To: [Gregory McConnell](#); [JR McConnell](#)
Subject: FW: 1470 Alice St. Parking Stall 14 Drainage issue
Date: Tuesday, September 28, 2021 12:54:16 PM

JR,

The scope of work for the parking space for James Beard was completed last week. Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Tuesday, September 28, 2021 11:59 AM
To: Sheila Ehsan <sehsan@mmgprop.com>
Cc: Alice B. Building <141ALI@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

Yes we completed last week, I know the work order is working its way through our billing. Here are some pictures.

Thanks,

Adam Moore

Cell - 510.517.8860

If your building has leaks,

The best offense is Rain Defense!

Rain Defense, Inc.

50 Stardust Place

Alameda, CA 94501

www.raindefense.com

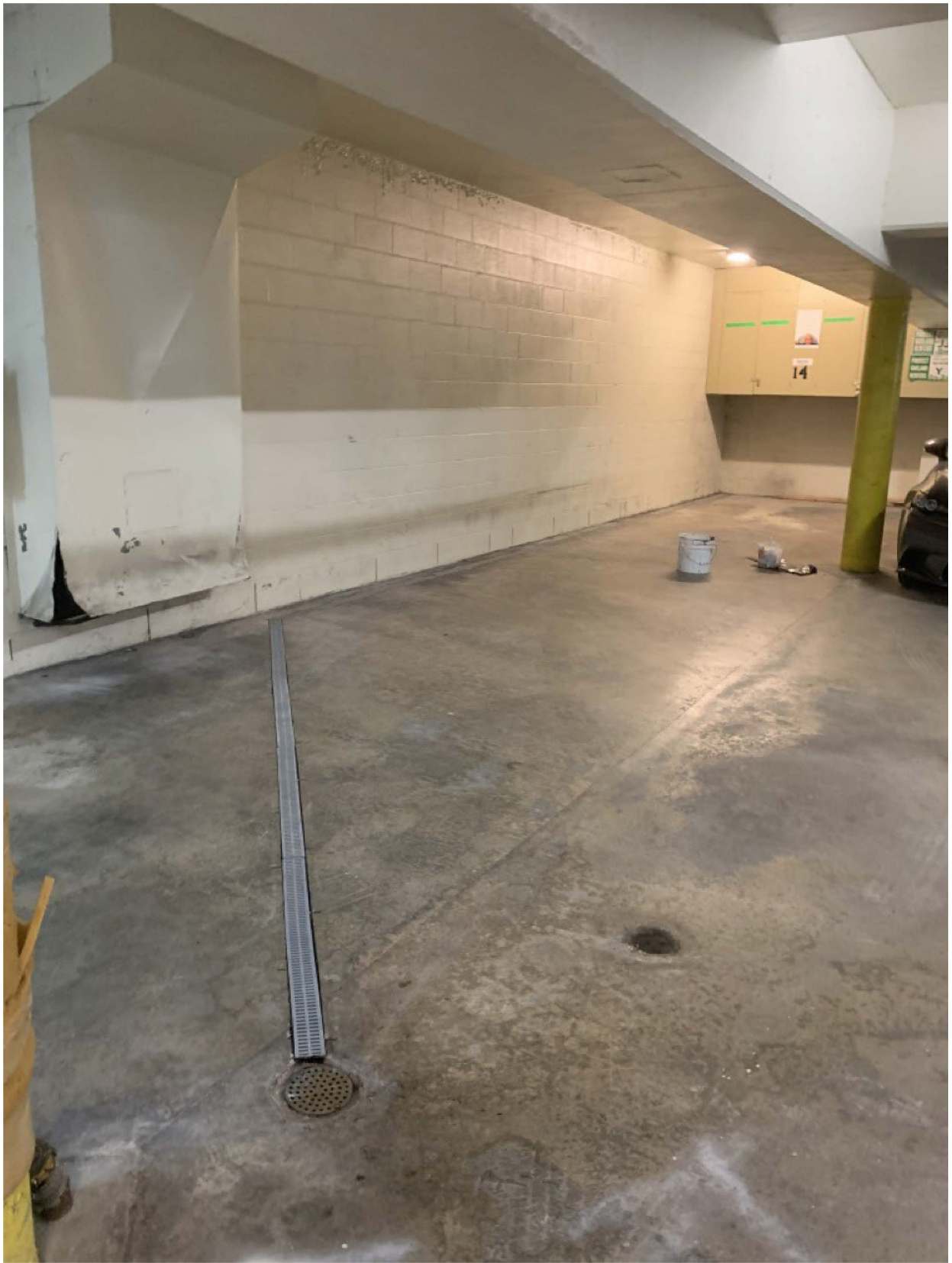
phone - 510.769.0102

fax - 510.769.0107

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On Sep 27, 2021, at 1:57 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

000091

Hi Adam,

Was the work completed? Could I please have a report and photos? Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Thursday, September 9, 2021 2:54 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Cc: Alice B. Building <141ALI@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

We are set to start this work back up on the 20th and will get it completed that week.

Thanks,
Adam Moore
Rain Defense
510-517-8860

On Sep 9, 2021, at 2:09 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam,

Have you started the project?

From: Sheila Ehsan
Sent: Thursday, August 19, 2021 11:29 AM
To: 'Adam Moore' <adammoore@raindefense.com>
Subject: RE: 1470 Alice St. Parking Stall 14 Drainage issue

This coming Monday and Tuesday? I will reach out to the tenant .
We are not going to postpone our work for the tenant.

Please provide date and time when the project will be starting? Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, August 18, 2021 6:54 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

Last we spoke we were scheduled to have started this work on the Monday the 9th. The tenant did not have his area cleared out yet so we postponed the work to start until this last Monday the 16th. We started the work on the drain this Monday. On Tuesday my crew leader running the job was out due to medical issues, which we just found out he can't return from until September 1st. I know my scheduler was coordinating with the onsite contact to reschedule the work until then and we made sure there is no hazards from any of the work we performed so far. Sorry for the delays on this but we will get it finished asap.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Aug 18, 2021, at 2:28 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam,

000092

Have you started the project and how far are you in the progress?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, August 2, 2021 12:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

We are schedule to start this next Monday.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Jul 30, 2021, at 10:45 AM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Good Morning Adam,

Any update on 1470 Alice?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, July 12, 2021 7:27 AM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

We are waiting for the last approval and inspection from the city. This should happen by the end of this week, once done we will give a forecasted schedule and shut down notice for the work since we will need to have the car in parking stall 14 moved for the duration of the work.

Thanks,
Adam Moore
510-517-8860

On Jul 9, 2021, at 10:14 AM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

510-384-0385 Joanna and Steve

Just following up on the project?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, June 28, 2021 2:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Sheila,

Can you please send me over a good number for Joanna Ediin for 1470 Alice St Property?

000093

Thanks,
Adam Moore

On Jun 16, 2021, at 1:28 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

We already approved the project about a week ago.

From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, June 16, 2021 1:27 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

We ordered the products once you approved this but they will take a couple weeks to get in. As soon as we know we will give you a firm date we will start the work. In the mean time we have contacted the power/gas company and are waiting to hear back from them when we can schedule for them to come and mark any underground lines before we start.

Thanks,
Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Jun 16, 2021, at 12:22 PM, Sheila Ehsan
<sehsan@mmgprop.com> wrote:

Hi Adam

I am following up on the project as to when are you going to start?>

-----Original Message-----
From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, May 26, 2021 4:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: 1470 Alice St. Parking Stall 14 Drainage issue

Shelia,

Please find the enclosed proposal for the drainage issue for parking stall 14. This will install a floor channel drain to catch the water coming out the wall drainage system and move it to the floor drain. Let me know if you have any questions.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
<https://url.emailprotection.link/?b6FqXKSvH4ACD1Vfl39gaoHByztRJLeisjrPygJ3GhDCOfz1B6nubDETCDwqsUfZid1wuzVSgVXpgDqsZQA7gQ-->
phone - 510.769.0102
fax - 510.769.0107



CITY OF OAKLAND

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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 Supplemental Documentation
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 13 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.

Electronic Service

PERSON(S) SERVED:

Name	James Beard
Address	jamesbeard30307@gmail.com
City, State, Zip	

Name	Nancy Conway
Address	nancy@nancyconwaylaw.com
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	


Name	
Address	
City, State, Zip	

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 11/09/2021 (insert date served).

JR McConnell

PRINT YOUR NAME


SIGNATURE

11/09/2021

DATE

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER: T19-0184, Beard v. Meridian Management Group

PROPERTY ADDRESS: 1470 Alice St., Unit 206, Oakland, CA

DATE OF APPEAL HEARING: January 23, 2020

DATE OF APPEAL DECISION: August 13, 2020

DATE OF REMAND HEARING: June 21, 2022

DATE OF REMAND DECISION: September 30, 2022

APPEARANCES: James Beard, Tenant
Nancy Conway, Tenant's Attorney
Sheila Ehsan, Property Supervisor for Meridian Management,
Owner's Agent
Joanne Ediin, Property Manager for Meridian Management,
Owner's Agent
Greg McConnell, Owner's Representative
JR McConnell, Owner's Representative

SUMMARY OF DECISION

The tenant petition is denied.

PROCEDURAL BACKGROUND

On February 4, 2019, the tenant filed a petition, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and alleging code violations and decreased housing services relating to a noisy refrigerator and a garage water leak.

The owner filed a response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing services claims were already addressed and decided in prior hearing decisions.

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An Administrative Decision, issued on September 19, 2019, dismissed the tenant petition and held that the rent increase was valid because it did not exceed the CPI amount. The decision also denied claims for decreased housing services, holding that the claim for a noisy refrigerator is frivolous and does not constitute a decrease in housing services, and that the issue of a garage water leak was already addressed and decided in the prior case of T16-0734 (*Beard v. Stewart*).

The tenant appealed the denial of claims for decreased housing services. The Housing, Residential Rent and Relocation Board (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) to “consider the factual basis on the refrigerator issue as a decreased housing service.”¹

ISSUES ON REMAND

1. Is the water leak that is subject of the tenant petition a new leak or a continuation of the same leak that was already considered in the prior case?
2. What is the factual basis of the refrigerator issue as a decreased housing service?

EVIDENCE

Background

The tenant stated on his petition that he moved into the subject unit on March 15, 2014, at an initial rent of \$1,400.00 per month, and that he received the first notice of the existence of the Rent Adjustment Program (RAP Notice) on March 15, 2014. The tenant’s petition contested a single rent increase that proposed to increase the tenant’s monthly rent from \$1,497.87 to \$1,530.19, effective December 1, 2018. The Administrative Decision held that the rent increase did not exceed the CPI amount and was a valid rent increase. This issue was not appealed.

The tenant filed the following prior petitions: T15-0395, T16-0228, T16-0734 and T17-0419. They were listed on the tenant petition and/or owner response.

Garage Water Leak

Tenant’s Testimony

With his petition, the tenant submitted a handwritten note, called “Decrease in Services,” which stated the following: “My storage unit and parking space leaks water. This is ongoing and was never fixed from T16-0374.”²

¹ Appeal Decision, T19-0184, *Beard v. Meridian Management*, pp. 2-3.

² Tenant’s handwritten note, page 1.

The tenant testified that the water leaked again in late October or early November of 2018. He testified that he was "swimming in water" when he stepped out of his truck on the wet garage floor and that water in the garage is dangerous and a slip hazard. He also testified that the problem would be fixed if the drain on the east wall was extended.

The tenant submitted copies of seven (7) photographs showing his parking space and the corner where the water comes in and runs towards the drain as the garage floor slopes. The photographs show narrow strings of water going in the direction towards the drain. The amount of water looks less than a quarter inch wide.

The tenant submitted six (6) videos, each about 2 minutes long, showing the same area as the photographs, with commentary stating that one was taken during a severe rainstorm on December 13, 2018, one on Christmas Eve of 2018, and one in May (no year stated) and no date was stated in the remaining videos. The videos show the walls and the corner where the water seeps through and the wet ground at certain spots and strings of water going towards the drain.

The tenant did not testify regarding the dates of the photographs or videos and, as the hearing progressed, he became irritated when he was asked questions about his petition, dates, and the documents submitted. When asked questions about his petition, he would respond with: "document speaks for itself" or "why don't you tell me."

Property Manager's Testimony

Property Manager Joanne Ediin testified that she has managed properties since 1985 and has been the property manager at the subject property since 2001, with a break between 2013 and 2016, when she worked for a different company, but then returned to work for Meridian Management in 2016. She also testified about the water in the garage in a hearing held in the prior case T16-0374, Beard v. Stewart.

The property manager explained that the property has a steep driveway into an underground garage with 20 parking spaces. Rain Defense, a professional contractor, installed the trench drains and the pump. The owner submitted copies of three (3) photographs showing the garage area and the drains. The water seeps through the walls and down the walls into the trench drains along the walls and runs where it slopes towards another drain in the middle of the garage during heavy rains. Any excessive water subsides into the drains. The manager testified that when we experience urban flooding or torrential rains, there will be water in the garage, no more than quarter of an inch, and it will run down the slope towards the drain and subside into the drain. She estimated that the urban flooding in Oakland varies from year to year but could be about 10 to 15 days per year, depending on whether we are in a normal rainy season or in a drought.

///

///

Loud Refrigerator

Tenant's Testimony

The tenant testified that the refrigerator was in his unit when he first moved into the unit in 2014. He testified that the loud motor started in November of 2018; that is when he reported it to the owner and included a video of the sound recording. The tenant described the refrigerator noise as a loud motor and testified that the loud noise disrupted the tenant's sleep every night. The tenant confirmed that the owner replaced the refrigerator in 2019.

The tenant submitted a sound video recording of the refrigerator, showing opening and closing of the freezer door. The tenant did not testify about the video, the date, or its volume level when it was recorded and transcribed.

Property Manager's Testimony

Property Manager Ediin testified that, in the course of her employment as a property manager, she kept a daily log. She testified that she received the complaint from the tenant about the loud refrigerator on August 30, 2018, and inspected the refrigerator with her husband on September 6, 2018. At that time, the refrigerator was working properly and without any noise. During the inspection, she and her husband serviced the refrigerator – they oiled the motor and the fan, opened the freezer and fridge doors and waited for the cooling motor/system to turn on. She testified that she did not hear any noise and that the refrigerator was working properly.

After receiving more complaints from the tenant via emails in 2019, the manager dispatched Mark, a Home Appliance Repair specialist, who inspected the refrigerator on September 30, 2019, and found nothing wrong with the refrigerator.

Property Manager Ediin testified that Meridian Management replaced the tenant's refrigerator on October 31, 2019. After the tenant received the new refrigerator, the old refrigerator was moved to the garage workshop where it was stored. No repairs were done to the refrigerator. In January of 2020, the refrigerator was placed in another tenant's unit. She testified that, to this date, she has not received any complaints regarding this refrigerator from the tenant in the other unit.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Pursuant to Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent³ and may be corrected by a rent adjustment.⁴ To justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects

³ O.M.C. §8.22.070(F)

⁴ O.M.C. §8.22.110(E)

the habitability⁵ of a unit, or one that was provided at the beginning of the tenancy and is no longer being provided, or one that was contracted between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence and must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief.⁶

Water in the Garage: The testimony at the hearing established that this issue does not represent a new leak, but a situation that will occur from time to time during urban flooding/torrential rains. Property Manager Ediin's explanation was credible that, during extreme weather, there will be water on the floor in the large underground parking garage, but that this is not unusual nor dangerous, based on the information provided by the professional contractor Rain Defense. This issue has already been addressed in T16-0734, where it was denied and affirmed on appeal, and again in T17-0419, where it was again denied and affirmed on appeal. Therefore, this claim has been previously addressed and is denied.

Even if this issue raised in the current petition represented a new garage leak, the outcome would be the same as in the prior cases. The testimony established that the owner acted reasonably to address the issue to install the rain drains, the trench, and the pump. There will still be wet ground in the garage when it rains. Stepping out of the car on to the wet ground when it rains does not present a hazardous condition. The tenant did not sustain his burden of proof. This claim is denied.

Noisy Refrigerator: The tenant's testimony was not credible and the video with the sound he produced lacked authenticity because of his unwillingness to answer questions or to provide specific dates. The tenant received a new refrigerator on October 31, 2019. The tenant's old refrigerator is still working, years later, without any problems in another unit. This is corroborated by the fact that no one could find anything wrong with it – the property manager, her husband or the home appliance specialist. There is no factual basis that this refrigerator presented a decrease in service. The tenant did not sustain his burden of proof. Therefore, this claim is denied.

Loss of Quiet Enjoyment of Premises: The tenant also suggests that the noisy refrigerator interfered with the tenant's right to the covenant of quiet enjoyment of his apartment. However, the Rent Adjustment Program (RAP) is an administrative agency whose power is limited to enforce the provisions of the Rent Adjustment Ordinance. In the case of *Larson v. City and County of San Francisco*, (2011) 192 Cal. App. 4th 1263, the court examined the authority of San Francisco's Rent Board and held that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature and that the loss of quiet enjoyment is not such a claim. *Larson* at p. 1281.

The Oakland Housing, Residential, Rent and Relocation Board has also stated that the RAP does not have jurisdiction over any such claims and that the tenant's claims for decreased housing services as they relate to the covenant of quiet enjoyment are not

⁵ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

⁶ Hearing Decision T11-0191, *Howard v. Smith* (2012)

claims that can be made under the Rent Adjustment Ordinance.⁷ While these acts may constitute civil wrongs, these claims must be made in a court of competent jurisdiction. Therefore, the tenant's claim for decreased housing services as it relates to the covenant of quiet enjoyment is denied.

ORDER

1. Tenant Petition T19-0184 is denied.
2. Tenant's claim for decreased housing service relating to the garage leak is denied.
3. Tenant's claim for decreased housing service relating to the refrigerator is denied.

Right to Appeal: This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a completed RAP form that must be received by RAP within 20 days after service of the decision, shown on the attached Proof of Service.

Dated: September 30, 2022



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

⁷ HRRRB Decision in T03-0377, *Aswad v. Fields*

PROOF OF SERVICE

Case Number: T19-0184

Case Name: Beard v. Meridian Management Group

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

Russel Flynn, Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Greg McConnell, The McConnell
1 Embarcadero W. #168
Oakland, CA 94607

Tenant

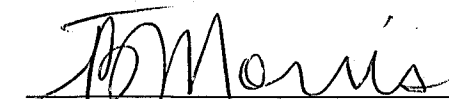
James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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

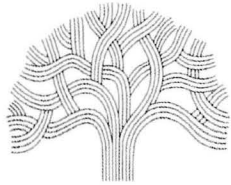
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 06, 2022** in Oakland, California.



Teresa Brown-Morris

Oakland Rent Adjustment Program

000105



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name JAMES BEARD		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1470 Alice St., Unit 206			
Appellant's Mailing Address (For receipt of notices) 1470 Alice St., Unit 206 Oakland, CA 94612		Case Number T19-0184	
		Date of Decision appealed September 30, 2022	
Name of Representative (if any) Nancy M. Conway		Representative's Mailing Address (For notices) 345 Franklin St SF, CA 94102	

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: _____.

• 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 10/26, 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	Greg Mc Connell, The mc Connell Group.	
Address	1 Embarcadero W. #168	
City, State Zip	Oakland, CA	94607
Name	Russ Flynn, Meridian Mgt. Group.	
Address	1145 Bush St.	
City, State Zip	San Francisco, CA.	94109

	10/26/2022
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

2a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, and prior decisions of the Board, and 2b, 2d and 2e.

The inconsistency is that the hearing officer does not address the issues of what leaks she is comparing, what the history of the leaks and decisions was and how she arrived at her decision that this was the same leak. For the history of the prior cases, she relies on the testimony of one of the property manager's Joann Ediin and her summary of what happened at the prior hearings.

The hearing officer was tasked by the Board in its remand decision to hold a full hearing on the issues raised by the tenant petition. The Hearing Officer had previously issued an administrative decision holding that a noisy refrigerator was not a decrease in housing service. The board asked that the hearing officer consider Petitioner's claim that the loud noise from the refrigerator was disrupting his quiet enjoyment of the rental unit and was a decrease in housing services and to examine the factual basis for the claim that the refrigerator was a decreased housing service.

That issue related to the prior hearing officer's decision that a loud noisy refrigerator was by her definition not a decreased housing service.

Secondly the board asked the hearing officer to make a factual determination as to whether the leak that the petitioner had complained of was the same one that had been denied in a prior petitioner or whether it was a new leak.

As to the issue of the leak, the hearing officer did not decide whether this was an old or new leak. Since the original hearing date at the insistence of the Petitioner, the property management made multiple efforts to repair the leaking in the garage. The landlord's representative testified at the hearing of the prior case that the leak problem for which the tenant had been awarded a decrease in housing services had been repaired. The repair did not work and subsequently the property management hired a reliable company Rain Defense which installed drainage against one wall of the garage. The petitioner tenant submitted multiple emails discussing the failure of the repairs and was engaged with offsite management to obtain repairs to the garage. The Rain Defense worked at improving the flooding in the garage, subsequent to the hearing on the prior petition. The problem however was that while conditions for most of the parking and storage in the garage were improved, the corner where defendant's parks was still a source of water leakage into his parking space and storage space. This is documented by continuous emails from the petitioner to Jeanne at Meridien Management during the year prior to Petitioner Beard's filing the instant petition. The Hearing Officer failed to explain in her decision what leak was previously denied, why it was denied and how it relates to the issues raised by the Petitioner.

The noisy refrigerator issue. The tenant submitted emails between himself and management going back more than a year prior to his petitioning the rent board for a decrease in service. In the emails between himself and the management the manager noted in an email that in response to his email complaining about the refrigerator that she had sent out the resident managers Joann and Steve sand that they had advised the refrigerator could not be repaired. In an email dated February 11, 2019, the manager wrote to Petitioner and advised him that she had ordered a new refrigerator to replace it.

In September 2019, Petitioner emailed Jeanne that no action had been taken on the fridge and that he was still being disturbed by it.

Prior to the hearing, no evidence was submitted that refuted the emails or to show that the refrigerator was quiet or not that disruptive. The resident manager Joann testified that she and her husband had gone to the property but that they did not hear any noise. Further she testified that she removed and replaced the noisy refrigerator. She testified that she stored the petitioner's old refrigerator and then gave it to one of petitioner's neighbors, because their refrigerator had failed. This testimony was not credible as there was no independent corroboration of that fact, nor had it ever been raised prior to the date of hearing. The petitioner spoke to the neighbors Joanne identified at the hearing, as having received his old refrigerator. They told him that their refrigerator was not replaced.

The hearing officer did not give any consideration to possible bias or the lack of any corroboration of this claim, such as a work order, a complaint or testimony of the neighbors regarding the alleged refrigerator. Nor was there any consideration of the written correspondence with management that supported his claim.

The hearing officer admitted that she had not reviewed the file prior to conducting the hearing and was unable to advise what was in the file and that it could not be accessed by her during the hearing. Nor would the hearing officer agree to play the disk or digital videos at the hearing, which she also advised she had not reviewed.

The hearing officer demonstrated bias in favor of the respondents and their representative McConnell. The petitioner and his counsel were unable to access the hard file prior to the hearing. They were further advised that the hearing officer would have the file with her on the day of the hearing, which was not the case.

The email evidence submitted by the tenant contradicts the hearing officer's findings that the complaint was first reported to property management August 2018. The emails that were submitted to the rent board show correspondence between the Petitioner and the Respondent manager that support Respondent's claims that the refrigerator was noisy, that following an inspection the management determined it needed to be replaced and agreed to replace it in February 2019. It was not replaced until October of 2020. The tenant's inability to determine the exact date of the sound recording of the refrigerator recording did not take away from the fact that it was loud and disruptive to him and disturbed his sleep and enjoyment of his home.

The hearing officer's wrongly relies on the case of *Larson v. City and County of San Francisco*, (2011), which found that landlord harassment resulting in pure emotional distress damages could not be considered a quantifiable decrease in housing services. However the hearing officer's interpretation of that case is wrong. A fair reading shows that cases based on decreased housing services such as properly working and functioning appliances is quantifiable and measurable in terms of rent reduction. Intrusive and disruptive sound effects from broken down old appliances should be compensated.

Petitioner appellant notes that the time period for filing this appeal was shortened by several days as the proof of service states it was mailed on October 6, 2022, but the post mark is October 11, 2022 from the Pitney Bowes' machine. Time should be extended for a more complete appeal.

Petitioner is also trying to obtain a copy of the video of the hearing and the evidence submitted to the Rent Board prior to the hearing and will supplement his appeal.



Memorandum

To: Oakland Rent Adjustment Program Appeal Board

Cc: Nancy Conway, Tenant Representative

From: Gregory McConnell, Owner Representative 

Date: November 18, 2022

Re: RESPONSE TO APPEAL T19-0184

INTRODUCTION

We respectfully demand that the Oakland Rent Adjustment Board deny the Appeal of Tenant James Beard.

This is the latest in a series of petitions filed by the tenant, at least two of which claim the same issues which have previously been denied. He has filed the following petitions T15-0395, T16-0228, T16-0734, T17-0419 and the current petition, T19-0184.

Contrary to the claims of Tenant's Attorney, the decision is consistent with the Oakland Rent Adjustment Ordinance, prior decisions, and precedent setting cases.

Moreover, the decision is justified by ample evidence in the record. We rely on the analysis and findings in the remand hearing decision and the numerous bases upon which the Hearing Officer made her findings.

1. Were the Issues in this Petition Decided in Prior Cases?

On Remand, the Hearing Officer was ordered to determine if the claims of water leakage were a new or an old leak considered in the prior case. The Hearing Officer reviewed the Petition filed by the tenant which stated: "My storage unit and parking space leaks water. This is ongoing and was never fixed from T16-0374". *Hearing Officer (HO) Remand Decision, page 2.*

Thus, by his own admission this was a leak considered in the prior case.

000111

The Hearing Officer also reviewed prior decisions and concluded again that the issues raised in this petition were heard and decided against the tenant previously. She concluded that in T16-0374 and T17-0419, the tenant presented the same issue of water in the garage. In those decisions he was denied relief at the hearing level and those decisions were affirmed on appeal. *HO Remand Decision, page 5, "Water in the Garage"*

The Hearing Officer also found that property manager Joanne Ediin credibly testified that this was not a new leak but a condition that recurs due to temporary urban flooding that occurs, "10 to 15 days a year depending on whether we are in a normal rainy season or in a drought." *HO Remand Decision, page 3.*

The property manager further testified that the garage is below grade and there is a steep driveway in the front which allows minor amounts of water "no more than a quarter of an inch," in the garage during heavy rains. As a consequence, narrow strings of water will inevitably trickle in the garage during heavy rains. *HO Remand Decision, page 3 .*

The Hearing Officer also pointed out that tenant attempted to exaggerate the condition. He testified he was "swimming in water." However, photographs submitted by the tenant "show narrow strings of water going in the direction towards the drain. The amount of water looks less than a quarter inch." This results in no major inconvenience or danger to tenant. *HO Remand Decision, page 3.*

Based upon that analysis, the Hearing Officer correctly concluded that this was not a new issue. Moreover, even if it were, the result here should be the same as in prior cases. *HO Remand Decision, page 5.*

There is no basis to support a reduction in services that warrants granting tenant relief under his petition.

2. The Refrigerator

The Hearing Officer concluded based upon substantial evidence that the tenant failed to meet his burden of proof on the issue of entitlement to relief under the Ordinance based upon alleged refrigerator noise. She found that "tenant's testimony was not credible and the video he produced to support his claims lacked authenticity because of his unwillingness to answer questions or to provide specific dates." *HO Remand Decision, page 5*

The record evidence demonstrates that the refrigerator was inspected numerous times by the property manager, her husband, and an outside vendor. None of these people heard excessive noise. Not because any problem existed, but just to quiet the unfounded complaints. On October 31, 2019, a new refrigerator was installed in the petitioner's unit and the old refrigerator was removed. *HO Remand Decision, page 5*

In January 2020, the refrigerator was moved to another tenant's unit where it has worked continuously without any complaints from that tenant. No work was done on the refrigerator from the time it was removed from the petitioner's unit and installed in the other unit. Based upon this substantial evidence in the record, the Hearing Officer ruled the tenant failed to meet his burden of proof of a reduction in services.

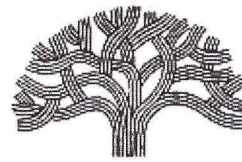
The Hearing Officer also found that the tenants claim of breach of quiet enjoyment is not a claim that the Rent Adjustment Program has jurisdiction over. She cited several cases to support that position. *HO Remand Decision, page 5*

CONCLUSION

For the reasons cited above, the Hearing Officer's Remand Decision must be affirmed, and the appeal denied.

Thank you.

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Community and Economic Development Agency
Rent Adjustment Program

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

REQUEST TO CHANGE DATE OF PROCEEDING

IMPORTANT INFORMATION: A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. Documentation verifying the reason for the request must be attached to this form. A postponement may only be granted for good cause shown and in the interests of justice. The agreement of the parties to a postponement is not good cause, by itself. Only one postponement may be granted to a party unless the party shows extraordinary circumstances. The maximum postponement granted is usually 20 days. Before submitting this request, you must try to reach an agreement with the other party(ies) for a new date for the proceeding. If you provide two alternate hearing dates, the hearing will be set on one of the agreed dates, if the date is available on the hearing calendar. If it is not available, another date will be chosen.

Case Number(s): T19-0184 Date of Scheduled Hearing/Mediation: 12-8-2022

Lead Case Title: Beard vs Meridian Management Group

Name of Party Requesting Postponement: James Beard + Nancy Conway

Contact Telephone Number: (510) 289-5301 FAX Number (not required):

I request postponement of the hearing stated above because:
[If you need more space, attach additional sheets.]

Im scheduled to work every day except monday at the Golden Gate theater. Im essential to the over head rigging of Broadway play "Beetle Juice" running through 12-31-2022. I have 3 weeks off in January 2023. Nancy Conway has a religious objection as it enterferes with a scheduled catholic holiday on 12-8-2022.

The parties agree that the hearing may be postponed to or (Agreed dates will be honored by the Rent Adjustment Program if)

OR

I contacted the opposing party(ies) and we were unable to agree on a date for the re-scheduled hearing.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in support of this request is true and correct.

Date: 11-25-2022

(Signature)

THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING.



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

HOUSING RESIDENTIAL RENT AND RELOCATION BOARD

Case Number: T19-0184
Case Name: Beard v. Meridian Management Group
Property Address: 1470 Alice Street, Oakland, CA

To All Parties:

The Appeal Hearing scheduled in the above-referenced case for December 8, 2022, at 5:00 p.m. has been postponed pursuant to the request of the tenant appellant due to a religious holiday observed by the tenant's attorney. A new date and time of Appeal Hearing will be sent in a separate notice.

Maimoona Ahmad

Maimoona Sahi Ahmad
Acting Senior Hearing Officer
Residential Rent Adjustment Program

PROOF OF SERVICE

Case Number: T19-0184

Case Name: Beard v. Meridian Management Group

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

Housing Residential Rent and Location Board

Owner

Russel Flynn, Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Greg McConnell, The McConnell
1 Embarcadero W. #168
Oakland, CA 94607

Tenant

James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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 01, 2022** in Oakland, California.



Teresa Brown-Morris
Oakland Rent Adjustment Program

000116

CHRONOLOGICAL CASE REPORT

Case No.: T19-0326

Case Name: Williams v. Crane Management

Property Address: 5460 Bancroft Avenue, Oakland, CA 94601

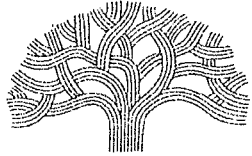
Parties: Crane Management (Owner)
Bharat Sahgal, OTPG (Manager)
Jill Broadhurst (Owner Representative)
Phala Williams (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 25, 2019
Owner Response filed	October 22, 2019
Deficiency Letter mailed	November 6, 2019
Owner Additional Documents submitted	November 15, 2019
Additional Owner Response submitted	January 2, 2020
Hearing Date	January 13, 2020
Hearing Decision mailed	March 13, 2020

Owner Appeal filed	March 31, 2020
Appeal Hearing date	November 12, 2020
Appeal Decision mailed	January 19, 2021
Remand Decision mailed	February 18, 2022
Owner Appeal filed	March 2, 2022
Appeal Hearing date	May 12, 2022
Appeal Decision mailed	June 13, 2022
Remand Decision mailed	November 10, 2022
Owner Appeal filed	December 2, 2022

T19.0326 Re/EL



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243
(510) 238-3721

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 JUN 25 AM 11:57

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 Phala Williams	Rental Address (with zip code) 5460 Bancroft Ave Apt 206 Oakland Ca 94601	Telephone: (510) 459-1403
Your Representative's Name Self	Mailing Address (with zip code)	E-mail: phalawilliams@yahoo.com
Property Owner(s) name(s) Crane Management	Mailing Address (with zip code) 2433 Mariner Square Loop #212 Alameda Ca 94501	Telephone: (510) 918-2306
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Email:

Number of units on the property: 18-22

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 type="checkbox"/> Yes	<input checked="" 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.) **My unit is infested with roaches and has been for over a year.**

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 of the following grounds:**

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

TENANT PETITION
000119

	(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.
X	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <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: January 2013 Initial Rent: \$ 1050.00 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<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

* 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:

T14-0422

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.

Phala Williams
Tenant's Signature

6-25-2019
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.

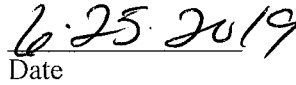
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. 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): *The tenants in my complex went through the program in 2015*

My apartment has been infested with roaches for over 1 year. When the issues started management would send pest control once a month if you put in a work order. As the problem progressed they would only come every other month. In May I had to have Alameda county vector control come out and they stated the issue was bigger than they expected and the problem couldn't be solved in my unit unless it was fixed in my neighbors unit first.

-Phala Williams

6-25-19

3460 Bancroft Ave #206
Oakland Ca 94601

Housing
Services
000123

Owner response

T19-0326

Dear Hearing Officer,

The tenant, Phala Williams, has vacated unit # 206 and ended her lease. Please find her signed notice of termination attached in the owner response. Therefore the owner asks that you cancel this petition, as the tenant has no further claim.

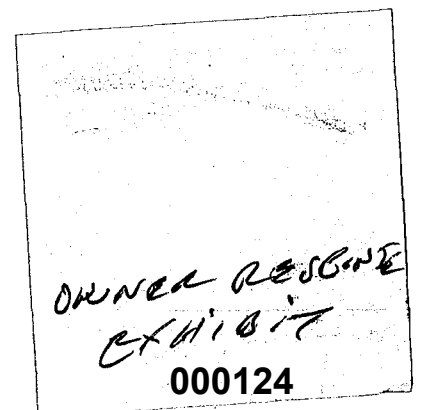
Thank you.

Jill Broadhurst

BIG CITY Property Group

bigcitypg@gmail.com

510-838-0655



MUTUAL TERMINATION OF TENANCY

This is entered into on October 11, 2019 by EAST OAKLAND PROPERTY GROUP, INC dba EOPG, INC. ("Landlord") and Phala Williams ("Tenant") for the premises located at 5460 Bancroft Ave #206, Oakland, California (the "Subject Premises") in a fair effort by all parties to avoid litigation. IT IS ACKNOWLEDGED that Tenant has been properly served with a Notice of Termination of Tenancy set to expire on October 11, 2019. The parties furthermore represent that they have entered into this agreement with their own free will, without coercion, and if necessary, have sought legal advice regarding this agreement.

IT IS AGREED AS FOLLOWS:

1. The tenancy between the parties for the Subject Premises shall terminate on ~~October 11~~ ^{10/13/19}, 2019 (the "vacate date"). Tenant shall surrender possession of the unit (and all appurtenances) and deliver the keys to Landlord before 5:00 p.m. on the vacate date.
Bancroft s.
PW

2. Tenant shall leave the subject premises in broom clean and undamaged condition. Any personal property remaining in the unit, appurtenances or common area of the property after the vacate date shall be deemed abandoned and may be disposed of by Landlord without resorting to the procedures set forth in California Civil Code Sections 1980 ete seq.

3. Tenant shall pay to Landlord \$1050.00 at the time of execution of this Agreement representing rent for the month of October 2019.

4. Any deposit being held on Tenant's behalf shall be accounted for pursuant to California Civil Code Section 1950.7.

5. The subject premises are commercial in nature and not subject to the Oakland Rent Stabilization Ordinance Oakland's Just Cause for Eviction Ordinance.

6. The failure of Tenant to vacate as required may result in the immediate institution of unlawful detainer proceedings based upon this agreement seeking restitution of possession of the premises and rental damages for each day Tenant remains on the premises after October 11, 2019.



Crane Management
2433 Mariner Square Dr. # 212
Alameda, CA. 94501
O 510-918-2306 * F 510-291-9588

CASE #T19-0326
Williams V. Crane

Decreased Housing services response.

I am not the owner of 5460 Bancroft Avenue, Oakland CA. I was the property manager for Bancroft One Properties which owned the property until 10/4/19. The property has been sold as of that date. I have never had an ownership interested in the property.

Tenant William's original rent is \$1050. She has been paying less than this amount since 12/1/15. Crane management increased her rent to \$977 after doing repairs that were mandated from an RAP case in 2015. Tenant has failed to even pay this amount although her rent should be \$1050.

Tenant currently owes \$3,355.60 without paying an additional \$73 per month to reach her contract rent of \$1050 (See attached ledger).

Tenants unit has been treated for roaches on many occasions. See attached spreadsheet. Tenant has routinely refused treatment which has cause the issue to remain and worsen. Ownership has complied with all of Tenants requests for roach treatment.

Kit Crane
Crane Management
BRE# 01791769

CITY OF OAKLAND



250 FRANK OGAWA PLAZA, STE. 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

November 6, 2019

Crane Management
2433 Mariner Square Loop, #212
Alameda, CA 94501

Re: Case # T19-0326, Williams v. Crane Management

Dear Property Owner:

The Rent Adjustment Program received your Property Owner Response for case # T19-0326 on October 22, 2019. The following deficiency has been identified:

You need to submit proof of payment for Oakland Business Tax License and the Rent Program Service Fee. Please provide necessary proof of payment for both items along with your written response to this deficiency letter.

The requested information must be submitted to this office within ten (10) calendar days from the date of this letter to consider your response valid at the scheduled hearing. If you have any further questions, contact me at (510) 238-2079. Please refer to the Case Number above when you call us.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert F. Costa".

Robert F. Costa
Rent Adjustment Program
Program Analyst II

CC: Jill Broadhurst, Big City Property Group

000127

PROOF OF SERVICE

Case Number T19-0326

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 **Landlord Deficiency Notice** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Crane Management
2433 Mariner Square Loop, #212
Alameda, CA 94501

Jill Broadhurst
Big City Property Group
PO Box 13122
Oakland, CA 94501

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 6, 2019** in Oakland, California.


Roberto F. Costa
Program Analyst
Oakland Rent Adjustment Program

000128

RC/EL




Crane Management
2433 Mariner Square Loop # 212
Alameda, CA. 94501
O 510-918-2306 * F 510-291-9588

TO: Robert F. Costa
FROM: Crane Management, Kit Crane
DATE: 11/15/19

RE: Case #T19-0326 Williams v. Crane Management

This letter is in response to the letter Nov. 6, 2019 stating that proof was not provided for payment of Oakland Business Tax and Rent Board Services Fees.

Please see the valid business license, bank account showing proof of payment. See the circled items (The fees were paid through the online system.) I have also attached the ledger to show the matching amounts. I have also attached a copy of the email sent by the City of Oakland accepting both RAP and Business Tax.



Crane Management
Lic. # 01791769

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROC. DIV.
2019 NOV 15 AM 11:43

OWNER 11/15/19
RESPONSE
000129

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**
00186168

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA

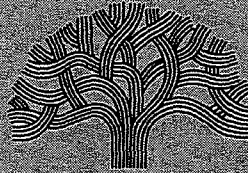
BANCROFT ONE PROPERTIES LLC

BUSINESS LOCATION

5460 BANCROFT AVE
OAKLAND, CA 94601-5843

BUSINESS TYPE

M Rental Apartment



EXPIRATION DATE

12/31/2019



BANCROFT ONE PROPERTIES LLC
STEVEN MILLER
2433 MARINER SQUARE LOOP 212
ALAMEDA, CA 94501-1060

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

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

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

PUBLIC INFORMATION ABOVE
THIS LINE TO BE
CONSPICUOUSLY POSTED!

000130



Kit Crane <cranemanagement@gmail.com>

RAP Renewal Accepted

2 messages

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: Cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:32 PM

The RAP renewal for EVER WISDOM LLC, Account # 00196351, has been accepted.

No further action is required.

Thank you for doing business in the City of Oakland.

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:48 PM

The RAP renewal for BANCROFT ONE PROPERTIES LLC, Account # 00186169, has been accepted.

No further action is required.

Thank you for doing business in the City of Oakland.

000131



Kit Crane <cranemanagement@gmail.com>

Business Tax Renewal Accepted

2 messages

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:20 PM

The Business Tax for EVER WISDOM LLC, Account # 00196350, has been accepted.

For Business Tax renewals you will receive a separate email within 2 business days containing further information about your business license.

Thank you for doing business in the City of Oakland.

noreplyhdl@oaklandnet.com <noreplyhdl@oaklandnet.com>
To: cranemanagement@gmail.com

Thu, Feb 21, 2019 at 12:51 PM

The Business Tax for BANCROFT ONE PROPERTIES LLC, Account # 00186168, has been accepted.

For Business Tax renewals you will receive a separate email within 2 business days containing further information about your business license.

Thank you for doing business in the City of Oakland.

000132

General Ledger

Properties: 5460 Bancroft Avenue Oakland, CA 94601, 5452 Bancroft Ave. Oakland, CA 94601

GL Accounts: 4490: RAP Fee and 6162: Rental Tax Authority

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 01/01/2018 to 10/16/2019

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
4490 - RAP Fee								
Starting Balance							0.00	
Net Change							0.00	
					0.00	0.00	0.00	
6162 - Rental Tax Authority								
Starting Balance							0.00	
5452 Bancroft Ave. Oakland, CA 94601	02/28/ 2018	City of Oakland - RAP	Payment	Online Pmt	1,428.00		1,428.00	
5460 Bancroft Avenue Oakland, CA 94601	10/12/ 2018	City of Oakland - RAP	Payment	Online Pmt	1,188.00		2,616.00	
5452 Bancroft Ave. Oakland, CA 94601	02/22/ 2019	City of Oakland - RAP	Payment	ACH Pmt	1,360.00		3,976.00	Pmt for 5460
5452 Bancroft Ave. Oakland, CA 94601	02/26/ 2019	City of Oakland - RAP	Payment	ACH Pmt	2,713.20		6,689.20	
Net Change							6,689.20	
					6,689.20	0.00	6,689.20	
Total					6,689.20	0.00	6,689.20	

(Handwritten signature)

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
02/25/19	ONLINE TRANSFER FROM KITRON L CRANE REF #IB05V3FWYB BUSINESS CHECKING OAK RAP BUS	\$4,710.00		\$7,922.40
02/22/19	CHECK # 3258		\$358.53	\$3,212.40
02/22/19	CHECK # 3259		\$185.00	
02/22/19	HDLCITYOFOAKLAND BUS. TAX Feb 21 POSWeb 00970271 Crane Management		\$3,340.89	
02/22/19	HDLCITYOFOAKLAND BUS. TAX Feb 21 POSWeb 00970286 Crane Management		\$1,360.00	
02/22/19	DEPOSIT	\$800.00		
02/22/19	DEPOSIT	\$850.00		
02/20/19	DEPOSIT	\$700.00		\$6,806.82
02/19/19	CHECK # 3257		\$875.00	\$6,106.82
02/15/19	CHECK # 3256		\$510.08	\$6,981.82
02/15/19	CHECK # 3253		\$87.50	
02/15/19	CHECK # 3255		\$55.89	
02/15/19	DEPOSIT	\$1,295.00		
02/12/19	CHECK # 3252		\$380.00	\$6,340.29
02/12/19	DEPOSITED OR CASHED CHECK # 3250		\$150.00	
02/12/19	HARLAND CLARKE CHECK/ACC. 021119 00736267575482 CRANE MANAGEMENT		\$98.69	
02/12/19	Crane Management Settlement 021219 000005440815517 Crane Management	\$875.00		
02/11/19	CHECK # 3251		\$1,919.64	\$6,093.98
02/11/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 021119 000005439577837 Crane Management		\$664.20	
02/08/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 020819 000005433396777 Crane Management		\$252.30	\$8,677.82
02/07/19	CHECK # 3232		\$17,034.24	\$8,930.12
02/06/19	CHECK # 3249		\$334.02	\$25,964.36
Totals		\$211,665.17	\$180,788.23	000134

Tenant Ledger

Tenants: Phala Williams

Mobile: (510) 459-1403

Unit: 206

Property: 5460 Bancroft Avenue Oakland, CA 94601

Status: Current

Move in date: 01/14/2014

Move out date: --

Lease Expiration: 01/13/2015

Rent: 977.00

Deposit Paid: 1,050.00

EWA

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
01/14/2014		Owner Held Security Deposits - Move In Charge: Owner Held Security Deposits	1,050.00		1,050.00
11/20/2015	Phala Williams	Payment		1,050.00	0.00
12/01/2015		Rent Income - December 2015	1,050.00		1,050.00
12/10/2015	Phala Williams	Payment		698.26	351.74
01/01/2016		Rent Income - January 2016	1,050.00		1,401.74
01/12/2016	Phala Williams	Payment		698.28	703.46
02/01/2016		Rent Income - February 2016	1,050.00		1,753.46
02/10/2016	Phala Williams	Payment		698.00	1,055.46
02/10/2016	Phala Williams	Payment		0.28	1,055.18
03/01/2016		Rent Income - March 2016	1,050.00		2,105.18
03/11/2016	Phala Williams	Payment		698.28	1,406.90
04/01/2016		Rent Income - April 2016	1,050.00		2,456.90
04/12/2016	Phala Williams	Payment		882.00	1,574.90
05/01/2016		Rent Income - May 2016	1,050.00		2,624.90
05/05/2016	Phala Williams	Payment		882.00	1,742.90
06/01/2016		Rent Income - June 2016	1,050.00		2,792.90
06/09/2016	Phala Williams	Payment		922.00	1,870.90
07/01/2016		Rent Income - July 2016	1,050.00		2,920.90
07/14/2016		Late Fee	100.00		3,020.90
07/14/2016	Phala Williams	Payment		1,000.00	2,020.90
07/14/2016	Phala Williams	Payment		77.00	1,943.90
08/01/2016		Rent Income - August 2016	1,050.00		2,993.90
08/05/2016	Phala Williams	Payment		977.00	2,016.90
09/01/2016		Rent Income - September 2016	1,050.00		3,066.90
09/08/2016	Phala Williams	Payment		977.00	2,089.90
10/01/2016		Rent Income - October 2016	1,050.00		3,139.90
10/07/2016	Phala Williams	Payment		977.00	2,162.90
11/01/2016		Rent Income - November 2016	1,050.00		3,212.90
11/01/2016		Tenant Reimbursement - Oakland Rent Board Reductions	-2,235.90		977.00
11/16/2016	Phala Williams	Payment		977.00	0.00
12/01/2016		Rent Income - December 2016	977.00		977.00
12/19/2016	Phala Williams	ACH Payment (Reference #9326-16C6)		977.00	0.00
01/01/2017		Rent Income - January 2017	977.00		977.00
01/10/2017	Phala Williams	ACH Payment (Reference #EAE8-8C4D)		756.00	221.00

000136

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
01/19/2017	Phala Williams	ACH Payment (Reference #7F32-499A)		100.00	121.00
02/01/2017		Rent Income - February 2017	977.00		1,098.00
02/16/2017	Phala Williams	ACH Payment (Reference #422A-DA94)		756.00	342.00
02/16/2017	Phala Williams	ACH Payment (Reference #A6E3-46D4)		4.00	338.00
02/22/2017	Phala Williams	ACH Payment (Reference #2504-FBE2)		200.00	138.00
03/01/2017		Rent Income - March 2017	977.00		1,115.00
03/02/2017	Phala Williams	ACH Payment (Reference #DEC3-3258)		100.00	1,015.00
03/13/2017	Phala Williams	ACH Payment (Reference #D1EB-91D2)		800.00	215.00
03/23/2017	Phala Williams	ACH Payment (Reference #99AB-D6C6)		100.00	115.00
04/01/2017		Rent Income - April 2017	977.00		1,092.00
04/18/2017	Phala Williams	ACH Payment (Reference #B819-84D6)		778.00	314.00
04/20/2017	Phala Williams	ACH Payment (Reference #122F-0236)		100.00	214.00
04/27/2017	Phala Williams	ACH Payment (Reference #C133-8042)		100.00	114.00
05/01/2017		Rent Income - May 2017	977.00		1,091.00
05/10/2017	Phala Williams	ACH Payment (Reference #B513-908A)		750.00	341.00
05/22/2017	Phala Williams	ACH Payment (Reference #F45B-3E3C)		150.00	191.00
06/01/2017		Rent Income - June 2017	977.00		1,168.00
06/08/2017	Phala Williams	ACH Payment (Reference #69F5-D16C)		100.00	1,068.00
06/14/2017	Phala Williams	ACH Payment (Reference #72E0-BA44)		754.00	314.00
06/22/2017	Phala Williams	ACH Payment (Reference #1276-4D7E)		100.00	214.00
07/01/2017		Rent Income - July 2017	977.00		1,191.00
07/11/2017	Phala Williams	ACH Payment (Reference #B037-4C14)		819.00	372.00
07/13/2017	Phala Williams	ACH Payment (Reference #CE53-CD38)		100.00	272.00
08/01/2017		Rent Income - August 2017	977.00		1,249.00
08/11/2017	Phala Williams	ACH Payment (Reference #B273-2218)		750.00	499.00
09/01/2017		Rent Income - September 2017	977.00		1,476.00
09/08/2017	Phala Williams	ACH Payment (Reference #AB9E-3D62)		100.00	1,376.00
09/14/2017	Phala Williams	ACH Payment (Reference #7D33-4DFC)		752.00	624.00
10/01/2017		Rent Income - October 2017	977.00		1,601.00
10/11/2017	Phala Williams	ACH Payment (Reference #8048-1C26)		750.00	851.00
10/20/2017	Phala Williams	ACH Payment (Reference #5597-1E14)		200.00	651.00
11/01/2017		Rent Income - November 2017	977.00		1,628.00
11/13/2017	Phala Williams	ACH Payment (Reference #2A9E-BE6E)		700.00	928.00
12/01/2017		Rent Income - December 2017	977.00		1,905.00
12/08/2017	Phala Williams	ACH Payment (Reference #63D5-DC7E)		885.00	1,020.00
12/15/2017	Phala Williams	ACH Payment (Reference #E749-B042)		150.00	870.00
12/29/2017	Phala Williams	ACH Payment (Reference #153B-AA2A)		150.00	720.00
01/01/2018		Rent Income - January 2018	977.00		1,697.00
01/02/2018	Phala Williams	ACH Payment (Reference #A3BD-0182)		100.00	1,597.00
01/05/2018	Phala Williams	ACH Payment (Reference #2881-7B68)		150.00	1,447.00
01/09/2018	Phala Williams	ACH Payment (Reference #3DC8-FC2A) Reversed by NSF		750.00	697.00
01/11/2018	Phala Williams	NSF reversal receipt for Reference #3DC8-FC2A		-750.00	1,447.00
01/11/2018	Phala Williams	ACH Payment (Reference #B227-0156)		730.00	717.00
01/19/2018	Phala Williams	ACH Payment (Reference #4558-B044)		150.00	567.00
02/01/2018		Rent Income - February 2018	977.00		1,544.00
02/02/2018	Phala Williams	ACH Payment (Reference #CE56-A5FC)		100.00	1,444.00

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
02/09/2018	Phala Williams	ACH Payment (Reference #5651-D7DA) Reversed by NSF		850.00	594.00
02/12/2018	Phala Williams	ACH Payment (Reference #802A-E968)		600.00	-6.00
02/13/2018	Phala Williams	NSF reversal receipt for Reference #5651-D7DA		-850.00	844.00
03/01/2018		Rent Income - March 2018	977.00		1,821.00
03/12/2018	Phala Williams	ACH Payment (Reference #7A93-1D42)		756.00	1,065.00
03/23/2018	Phala Williams	ACH Payment (Reference #2266-B4E4)		200.00	865.00
04/01/2018		Rent Income - April 2018	977.00		1,842.00
04/02/2018	Phala Williams	ACH Payment (Reference #4E2E-9703)		100.00	1,742.00
04/04/2018	Phala Williams	ACH Payment (Reference #4BB3-A0C6)		100.00	1,642.00
04/06/2018	Phala Williams	ACH Payment (Reference #1853-2BBA)		100.00	1,542.00
04/10/2018	Phala Williams	ACH Payment (Reference #8415-A4B8)		750.00	792.00
04/13/2018	Phala Williams	ACH Payment (Reference #BCF3-F06A)		100.00	692.00
04/19/2018	Phala Williams	ACH Payment (Reference #24E9-36B8)		100.00	592.00
04/23/2018	Phala Williams	ACH Payment (Reference #6673-2D5C)		200.00	392.00
04/26/2018	Phala Williams	ACH Payment (Reference #FF53-49D2)		200.00	192.00
05/01/2018		Rent Income - May 2018	977.00		1,169.00
05/11/2018	Phala Williams	ACH Payment (Reference #3262-42EE)		600.00	569.00
06/01/2018		Rent Income - June 2018	977.00		1,546.00
06/07/2018	Phala Williams	ACH Payment (Reference #7BA4-10AC)		746.00	800.00
06/22/2018	Phala Williams	ACH Payment (Reference #A334-031E)		100.00	700.00
07/01/2018		Rent Income - July 2018	977.00		1,677.00
07/05/2018	Phala Williams	ACH Payment (Reference #A4AF-1858)		100.00	1,577.00
07/10/2018	Phala Williams	ACH Payment (Reference #CE06-04BC)		749.00	828.00
07/18/2018	Phala Williams	ACH Payment (Reference #CDD0-CA90)		10.00	818.00
08/01/2018		Rent Income - August 2018	977.00		1,795.00
08/13/2018	Phala Williams	ACH Payment (Reference #EE41-76F6) Reversed by NSF		750.00	1,045.00
08/15/2018	Phala Williams	NSF reversal receipt for Reference #EE41-76F6		-750.00	1,795.00
08/15/2018	Phala Williams	ACH Payment (Reference #40C9-3312)		750.00	1,045.00
09/01/2018		Rent Income - September 2018	977.00		2,022.00
09/03/2018	Phala Williams	ACH Payment (Reference #3D77-96C6)		200.00	1,822.00
09/10/2018	Phala Williams	ACH Payment (Reference #6E52-6E48)		750.00	1,072.00
10/01/2018		Rent Income - October 2018	977.00		2,049.00
10/09/2018	Phala Williams	ACH Payment (Reference #3A38-D36C)		751.00	1,298.00
10/22/2018	Phala Williams	ACH Payment (Reference #507B-2B08)		90.00	1,208.00
10/26/2018	Phala Williams	ACH Payment (Reference #155C-43E6)		130.00	1,078.00
11/01/2018		Rent Income - November 2018	977.00		2,055.00
11/13/2018	Phala Williams	ACH Payment (Reference #D759-FD72)		750.00	1,305.00
11/14/2018		Tenant Reimbursement - Rent and Cleaning Credit Due to Fire	-345.40		959.60
11/28/2018	Phala Williams	ACH Payment (Reference #8AF5-29F8)		100.00	859.60
12/01/2018		Rent Income - December 2018	977.00		1,836.60
12/09/2018	Phala Williams	ACH Payment (Reference #DB2F-CA5A)		90.00	1,746.60
12/12/2018	Phala Williams	ACH Payment (Reference #3753-5588)		546.00	1,200.60
01/01/2019		Rent Income - January 2019	977.00		2,177.60
01/10/2019	Phala Williams	ACH Payment (Reference #54BF-EE14)		749.00	1,428.60

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
01/24/2019	Phala Williams	ACH Payment (Reference #AB7E-40EC)		100.00	1,328.60
02/01/2019		Rent Income - February 2019	977.00		2,305.60
02/12/2019	Phala Williams	ACH Payment (Reference #6D36-075A)		750.00	1,555.60
02/27/2019	Phala Williams	ACH Payment (Reference #D411-5000)		100.00	1,455.60
03/01/2019		Rent Income - March 2019	977.00		2,432.60
03/04/2019	Phala Williams	ACH Payment (Reference #1C64-C314)		100.00	2,332.60
03/13/2019	Phala Williams	ACH Payment (Reference #9FBE-7914)		750.00	1,582.60
03/25/2019	Phala Williams	ACH Payment (Reference #A736-1A12)		227.00	1,355.60
04/01/2019		Rent Income - April 2019	977.00		2,332.60
04/10/2019	Phala Williams	ACH Payment (Reference #4ACF-C9AC)		800.00	1,532.60
05/01/2019		Rent Income - May 2019	977.00		2,509.60
05/09/2019	Phala Williams	ACH Payment (Reference #55B5-6A6A)		150.00	2,359.60
05/13/2019	Phala Williams	ACH Payment (Reference #C928-2F94)		700.00	1,659.60
05/16/2019	Phala Williams	ACH Payment (Reference #8F77-0FD6)		100.00	1,559.60
06/01/2019		Rent Income - June 2019	977.00		2,536.60
06/13/2019	Phala Williams	ACH Payment (Reference #6CB3-7B84) Reversed by NSF		800.00	1,736.60
06/16/2019	Phala Williams	ACH Payment (Reference #35F3-6C40)		700.00	1,036.60
06/17/2019	Phala Williams	NSF reversal receipt for Reference #6CB3-7B84		-800.00	1,836.60
07/01/2019		Rent Income - July 2019	977.00		2,813.60
07/10/2019	Phala Williams	ACH Payment (Reference #74BF-B026)		839.00	1,974.60
08/01/2019		Rent Income - August 2019	977.00		2,951.60
08/09/2019	Phala Williams	ACH Payment (Reference #E0E3-FECA)		800.00	2,151.60
09/01/2019		Rent Income - September 2019	977.00		3,128.60
09/10/2019	Phala Williams	ACH Payment (Reference #2070-10EA)		750.00	2,378.60
10/01/2019		Rent Income - October 2019	977.00		3,355.60
Total					3,355.60

000139

General Ledger

Properties: 5460 Bancroft Avenue Oakland, CA 94601, 5452 Bancroft Ave. Oakland, CA 94601

GL Accounts: 4490: RAP Fee, 6162: Rental Tax Authority, and 6164: Oakland Business Tax

Exclude Zero Dollar Receipts From Cash Accounts: No

Date Range: 01/01/2019 to 11/15/2019

Show Reversed Transactions: No

Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
4490 - RAP Fee							
Starting Balance						0.00	
Net Change						0.00	
				0.00	0.00	0.00	
6162 - Rental Tax Authority							
Starting Balance						0.00	
02/22/2019	City of Oakland - RAP	Payment	ACH Pmt	1,360.00		1,360.00	Payment for 5460 Bancroft Avenue
02/26/2019	City of Oakland - RAP	Payment	ACH Pmt	2,713.20		4,073.20	Payment for 5452 Bancroft Ave
Net Change						4,073.20	
				4,073.20	0.00	4,073.20	
6164 - Oakland Business Tax							
Starting Balance						0.00	
02/22/2019	City of Oakland, Finance Department Revenue Management Bureau	Payment	ACH Pmt	3,340.89		3,340.89	Payment for 5452 Bancroft Ave
02/26/2019	City of Oakland, Finance Department Revenue Management Bureau	Payment	ACH Pmt	2,916.45		6,257.34	Payment for 5460 Bancroft Avenue
Net Change						6,257.34	
				6,257.34	0.00	6,257.34	
Total				10,330.54	0.00	10,330.54	

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
03/11/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 031119 000005597828421 Crane Management		\$701.10	
03/08/19	CHECK # 3261		\$1,349.50	\$10,434.82
03/08/19	CHECK # 3266		\$882.50	
03/08/19	DEPOSIT	\$1,220.00		
03/07/19	CHECK # 3263		\$535.50	\$11,446.82
03/05/19	DEPOSIT	\$1,600.00		\$11,982.32
03/05/19	Crane Management Settlement 030519 000005564790217 Crane Management	\$1,250.00		
03/04/19	DEPOSIT	\$665.00		\$9,132.32
03/04/19	Crane Management Settlement 030419 000005548091277 Crane Management	\$1,300.00		
03/04/19	Crane Management Settlement 030419 000005528420997 Crane Management	\$1,150.00		
03/01/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 030119 000005527349765 Crane Management		\$140.40	\$6,017.32
03/01/19	Crane Management Settlement 030119 000005516168341 Crane Management	\$1,495.00		
02/28/19	Crane Management Settlement 022819 000005512215313 Crane Management	\$1,150.00		\$4,662.72
02/27/19	CHECK # 3262		\$205.00	\$3,512.72
02/27/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 022719 000005507843313 Crane Management		\$225.03	
02/27/19	DEPOSIT	\$400.00		
02/26/19	HDLCITYOFOAKLAND BUS. TAX Feb 25 POSWeb 00973693 Crane Management		\$2,916.45	\$3,542.75
02/26/19	HDLCITYOFOAKLAND BUS. TAX Feb 25 POSWeb 00973703 Crane Management		\$2,113.20	
02/26/19	Crane Management Settlement 022619 000005494814009 Crane Management	\$1,250.00		
Totals		\$211,665.17	\$180,788.23	000141

5460 Bancroft

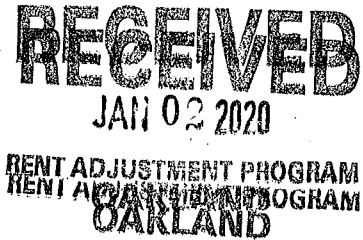
* Buss. tax

\$2,916.45

~~\$2,113.20~~

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
02/25/19	ONLINE TRANSFER FROM KITRON L CRANE REF #IB05V3FWYB BUSINESS CHECKING OAK RAP BUS	\$4,710.00		\$7,922.40
02/22/19	CHECK # 3258		\$358.53	\$3,212.40
02/22/19	CHECK # 3259		\$185.00	
02/22/19	HDL CITY OF OAKLAND BUS. TAX Feb 21 POS Web 00970271 Crane Management		\$3,340.89	
02/22/19	HDL CITY OF OAKLAND BUS. TAX Feb 21 POS Web 00970286 Crane Management		\$1,360.00	5460 Bancroft RAP
02/22/19	DEPOSIT	\$800.00		
02/22/19	DEPOSIT	\$850.00		
02/20/19	DEPOSIT	\$700.00		\$6,806.82
02/19/19	CHECK # 3257		\$875.00	\$6,106.82
02/15/19	CHECK # 3256		\$510.08	\$6,981.82
02/15/19	CHECK # 3253		\$87.50	
02/15/19	CHECK # 3255		\$55.89	
02/15/19	DEPOSIT	\$1,295.00		
02/12/19	CHECK # 3252		\$380.00	\$6,340.29
02/12/19	DEPOSITED OR CASHED CHECK # 3250		\$150.00	
02/12/19	HARLAND CLARKE CHECK/ACC. 021119 00736267575482 CRANE MANAGEMENT		\$98.69	
02/12/19	Crane Management Settlement 021219 000005440815517 Crane Management	\$875.00		
02/11/19	CHECK # 3251		\$1,919.64	\$6,093.98
02/11/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 021119 000005439577837 Crane Management		\$664.20	
02/08/19	BUSINESS TO BUSINESS ACH Crane Management Settlement 020819 000005433396777 Crane Management		\$252.30	\$8,677.82
02/07/19	CHECK # 3232		\$17,034.24	\$8,930.12
02/06/19	CHECK # 3249		\$334.02	\$25,964.36
Totals		\$211,665.17	\$180,788.23	000142

12/28/2019



Landlord Response

Re: Petition T19-0326

A property owner response was filed on 10/17/2019 by previous management company. Included in the response was proof of business license tax and RAP fee payment.

- 1.) RAP was first served to tenant on 3/30/2015, as stated by previous management, Crane. *(A request has been made to Crane Management to see if they have the signed RAP on file, it may be presented the day of hearing if located).*
- 2.) Tenant states the unit was been infested with roaches from 6/25/2018-6/24/2019. During this time period, the building management received and addressed 8 complaints from the resident concerning her unit (see exhibit #2) covering dates of 5/29/2018-7/22/2019. The management company never failed to service the unit, in fact they addressed every call within a day to a one-time, 3 weeks. Owner and management does not deny roaches were present, however the owner/management company acted in good faith to address the issue immediately and resolve it. A large building takes time to eradicate the pests at its source.
- 3.) The inspector from Oakland performed an inspection on 7/16/19, a little over one week before this petition was filed. The report primarily lists minor maintenance repairs, with a one line mention of roaches found in a light and on the floor (see exhibit #3, page 2) it is not noted as a crisis or infestation. The report does not specify if the roaches were dead or alive; at the time of inspection, the unit was being serviced by the pest vendor, and had been last in the unit on 5/22/2019 and then again on 7/22/2019.
- 4.) Landlord requests that this petition be dismissed as the tenant vacated the unit on 10/12/19. All other maintenance repairs listed in report are moot, as tenant no longer resides in the unit.

Provided by Landlord Representative, BIG CITY Property Group, Jill Broadhurst, 510-838-0655

000143

T19-0326 Exhibit #2

Work Order

Exported On: 12/23/2019 02:27 PM

Properties: Active

Units: All

Tenants: Phala Williams

Vendors: All

Assigned User: All

Priority: All

Current Work Order Status: New, New by MCC, Estimate Requested, Estimated, Assigned, Assigned by MCC, Scheduled, Waiting, Work Completed,

Work Order Status	Vendor	Unit	Primary Tenant	Created At	Completed On
5460 Bancroft Avenue Oakland, CA 94601					
1780-1 Completed	Burge Pest Control	206	Williams, Phala	05/29/2018	06/01/2018
1924-1 Completed	Burge Pest Control	206	Williams, Phala	07/02/2018	07/17/2018
2596-1 Completed	Burge Pest Control	206	Williams, Phala	01/28/2019	01/28/2019
2806-1 Completed	Burge Pest Control	206	Williams, Phala	03/04/2019	03/08/2019
2840-1 Completed	Burge Pest Control	206	Williams, Phala	03/11/2019	03/11/2019
2904-1 Completed	Burge Pest Control	206	Williams, Phala	03/26/2019	04/01/2019
3092-1 Completed	Burge Pest Control	206	Williams, Phala	05/13/2019	05/22/2019
3360-1 Completed	Burge Pest Control	206	Williams, Phala	07/10/2019	07/22/2019

Total

000144



CITY OF OAKLAND

T19-03-6 Exhibit #3

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

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandca.gov

NOTICE OF VIOLATION

9-12-19

Certified and Regular mail

To: BANCROFT ONE PROPERTIES LLC

27 Ashbury St
San Francisco, Ca
94117-1207

Code Enforcement Case No.: 1903060

Property: 5460 Bancroft Ave - Unit 206

Parcel Number: 35-2389-3

Re-inspection Date/Correction Due Date: 10-18-19

Code Enforcement Services inspected your property on 7-16-19 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) 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.

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 Michae Legault, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3888 and by email at MLEGALT@oaklandca.gov.

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 Re-inspection notice, further enforcement action(s) will include additional fees.

Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total \$2,665.00.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

000145

Violations

TI-0326 Exhibit #3

Property Address: 5460 Bancroft Ave - Unit 206

Complaint #: 1903060

Property Maintenance (Blight)

Description of Violation	Required Action	DMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	DMC Section
Kitchen exhaust fan vents incorrectly.	Obtain permits, inspections and approvals.	15.08.050 15.08.120
Kitchen vinyl floor is peeling away from subfloor. Mold under sink. Mold at wall/backsplash. Missing grout and caulk on countertop. Cockroaches seen on floor, and in light fixture, paint is peeling on wall.	Repair.	15.08.050
Window sills on exterior and interior are dilapidated.	Clean and paint on interior and seal the exterior.	15.08.050
Electrical cover is missing on outlet.	Repair.	15.08.050
Heater does not function.	Repair or replace with permits.	15.08.050
Bathroom: Peeling paint, light missing cover, vanity is not covered by sink, mold on ceiling.	Repair.	15.08.050

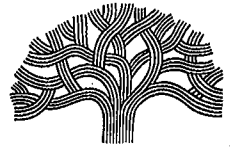
Zoning (Minor)

Description of Violation	Required Action	OPC Section

Zoning (Major)

Description of Violation	Required Action	OPC Section

Zoning Violations: Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.



Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0326, Williams v. Crane Management

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

DATE OF HEARING: January 13, 2020

DATE OF DECISION: March 10, 2020

APPEARANCES: Phala Williams, Tenant
Jill Broadhurst, Owner Representative
Bharat Sahgal, Property Manager
Kit Crane, Prior Property Manager
Ivan Pedroza, Pest Inspector

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0326, on June 25, 2019, which alleges a current health, safety, fire, or building code violation in her unit and decreased housing services. The petition indicates that she has never received a RAP Notice.

The owner filed an Owner Response to the tenant petition on October 17, 2019, and October 22, 2019.

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ISSUE(S) PRESENTED

1. When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?
2. Has the tenant suffered decreased housing services?
3. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

EVIDENCE

Rental History

The subject unit was initially rented by the tenant in January 2013, at \$1,050.00 per month. Thereafter, she filed a petition as a result of not having heat in her apartment, T14-0413. The Hearing Decision reduced her rent to \$977.00 for ongoing decreased housing services.

Effective October 13, 2019, the tenant moved from unit 206 to unit 106, where she currently resides. When she moved to unit 106, her rent went back up to \$1,050.00. The tenant agreed that she would keep paying \$1050.00 until she received a decision in this matter.

Decreased Housing Services

Infestation

The tenant testified that her unit connects to unit 204, which was occupied by a hoarder. The tenant also testified that when Crane Management took over, a lot of new people moved in. She testified that the tenants who were previously in unit 106, brought roaches with them. The entire building, including her unit, was infested, with her unit being infested in approximately April/May of 2018.

She testified that Crane management arranged for pest management services once per month, but that because no other unit was being treated, it was ineffective.

There was a fire in October 2018, through the entire building. The fire resulted in water damage, including the floor tiles coming loose. To conduct repairs after the fire, units were gutted for repairs. The tenant testified that the infestation increased at this time. The tenant testified that she sought assistance from Alameda Vector Control, Code Enforcement, and finally filed a petition with the Rent Adjustment Program.

The tenant testified that Crane Management did not respond to the Alameda County Vector Control but responded to Code Enforcement. However, by the time the Notice of Violation was issued, the property was under the purview of Oak Tree Property Management.

The Notice of Violation, issued on September 12, 2019, for the subject unit indicates that on July 16, 2019, it was inspected. The Notice of Violation indicates that the kitchen vinyl floor is peeling away from the subfloor and that cockroaches were seen on the floor and in the light fixture.¹

After the violation was issued, the owner offered cash to vacate the premises, or move to another unit. The tenant had agreed to dismiss her petition if the infestation was resolved. She agreed. However, when she moved to unit 106, there were roaches on the counter and in the kitchen. She declined to dismiss her case.

As a result, Oak Tree Property Management engaged the services of 360 Pest Management to resolve the issue. They were engaged in treating four units every week to resolve the problem.

The tenant testified that a person has been treating her unit every week. She testified that while the problem is improving, it is not resolved. She noticed an improvement in approximately December 2019.

Current Manager

The current manager testified that he retained the pest inspector who is currently treating the subject unit. He testified that he is having the building treated as well as the subject unit and the square around it, which includes the units above, below, to the left and right of the affected unit. He indicated that he has her unit treated and those immediately surrounding her unit weekly. In addition, he has the building treated monthly.

¹ In violation of O.M.C. § 15.08.050

He testified the building was infested when he took it over.

Pest Inspector

He started treating the building in October 2019. At the time he began treating the subject unit, there was medium activity, in the unit. He testified that when the treatment began, the activity in unit 204 was heavy. He confirmed that units 204 and 206 are adjacent.

He confirmed that he is treating the four units around the subject unit and the subject unit weekly and the building monthly.

His treatment of the subject unit started with crack and crevice fog treatment. Three weeks later, he moved to a liquid treatment, and jailbait then glue board monitors. At his last treatment, he observed three to four German roaches, dead, on the non-toxic monitors. He confirmed that the tenant reported six live roaches in the new unit at his last visit. He advised there was no more heavy roach activity and that the units are all light to medium. He advised that it was possible to get all the units to light activity with continued weekly treatment.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy² and, together with any notice of rent increase or change in the terms of a tenancy.³

The tenant petition indicates that she's not received the RAP Notice. There was no contradictory testimony. Accordingly, the tenant was not given written notice of the RAP Program.

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² O.M.C. § 8.22.060(A)

³ O.M.C. § 8.22.070(H)(1)(A)

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent⁴ and may be corrected by a rent adjustment.⁵ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.⁶ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Infestation

The evidence of the infestation is undisputed. Further, the testimony of the tenant that the infestation improved in December 2019 is also credited. Likewise, the testimony of the new property manager that the property was infested when he took over is also credited. Moreover, the evidence of infestation was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from April 2018, until the December 2019 improvement. Thereafter, she is entitled to an ongoing rent credit, in the amount of 12.5%, until the licensed pest abatement company certifies that the infestation is resolved.

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⁴ O.M.C. § 8.22.070(F)

⁵ O.M.C. § 8.22.110(E)

⁶ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$1,050.00 per month effective October 14, 2019, and the tenant has been paying that amount. She is entitled to a rent decrease of 12.5% for ongoing decreased housing services.

Service Lost	From	To	VALUE OF LOST SERVICES				No. Months	Overpaid
			Rent	% Rent Decrease	Decrease /month			
Infestation	1-Jun-18	1-Oct-19	\$977	25%	\$ 244.25	17	\$ 4,152.25	
Infestation	1-Oct-19	31-Dec-19	\$1,050	25%	\$ 262.50	3	\$ 787.50	
Infestation	1-Jan-20	30-Apr-20	\$ 1,050.00	12.5%	\$ 131.25	4	\$ 525.00	
TOTAL LOST SERVICES							\$5,464.75	

As indicated above, the tenant is entitled to restitution of overpaid rent for the infestation, in the amount of \$5,464.75 for these conditions.

Restitution is usually awarded over 12 months, but when the tenant is owed 1236% of the monthly rent, it is proper to extend the restitution period to 18 months.⁷ Amortized over 18 months, the restitution amount is \$303.60 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$1,050.00 for a total of \$746.40. From May of 2020 through October 31, 2021, the rent will be \$746.40, less ongoing decreased housing services. The rent will revert to the current legal rent in November 2021.

ORDER

1. Petition T19-0326 is granted.
2. The current base rent for the subject unit is \$1,050.00.
3. The total overpayment by the tenant is \$5,464.75 for past decreased housing services.
4. Due to ongoing conditions, the tenant is entitled to a 12.5% rent decrease.

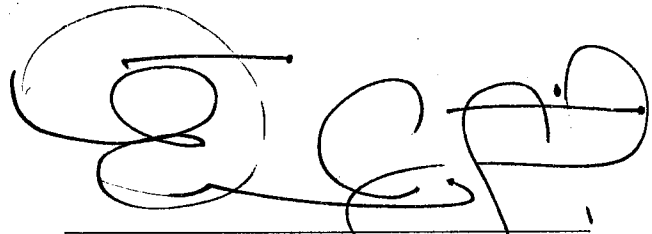
⁷ Regulations, § 8.22.110(F)

5. The tenant's rent is stated below as follows:

Base rent	\$1,050.00
Less restitution	\$ 303.60
Less ongoing decreased services	\$ 131.25
Net Rent on May 1, 2020	\$ 615.15

6. The tenant's rent for the months of May 2020, through October 2021, is \$746.40, less ongoing decreased housing services. The rent will revert to the current legal rent of \$1050.00, less ongoing decreased housing services, if any, in November 2021.
7. Once the Notice of Violation is abated, after further City inspection and certification by the pest management company, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 12.5% (\$131.25).
8. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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



Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

Dated: March 10, 2020

PROOF OF SERVICE
Case Number T19-0326

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

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

Documents Included

Hearing Decision

Manager

Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative

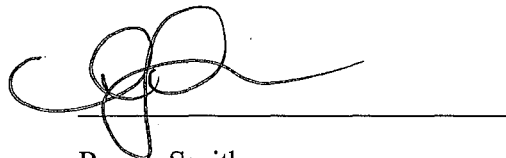
Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant

Phala Williams
5460 Bancroft Avenue Unit 206
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 13, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

3/31/20

RECEIVED

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For [unclear]
		MAR 31 2020 RENT ADJUSTMENT PROGRAM OAKLAND

Appellant's Name Bharat Sahgal, Property Manager		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5460 Bancroft Ave, Unit 206 Oakland CA			
Appellant's Mailing Address (For receipt of notices) OTPG PO Box 1201, Alameda, CA 94501		Case Number T19-0326	Date of Decision appealed March 10th, 2020
Name of Representative (if any) Jill Broadhurst, BIG CITY Property Group		Representative's Mailing Address (For notices) PO Box 13122 Oakland CA 94661	

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.) *See attached*
- 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.) *Oakland RAP timelines for Reduction claim*
 - 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.) *Reduction %*


For more information phone (510) 238-3721.

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

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 3/30, 2020
 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Bharat Sangal
Address	P. O. Box 1201
City, State Zip	Alameda, CA 94501
Name	Phala Williams
Address	5440 Bancroft Ave #106
City, State Zip	Oakland CA

	<u>3/30/20</u>
SIGNATURE OF APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

3/27/20

T19-0326

Landlord Appeal Response

Landlord appeals the decision determined by Hearing Officer Lambert.

- 1- Hearing Officer omitted the vital facts that were submitted and the in-person testimony provided by the Landlord witness and property manager. A RAP was issued to the tenant on September 2, 2014. This was established in case T14-0413 and this previous case was discussed the day of the hearing.
- 2- Landlord objects to a 25% reduction in rent for the pest conditions. The management provided documentation and demonstrated the detail and depth involved in trying to resolve this issue. There was good faith on behalf of the management to resolve this matter. Management was working with tenant in servicing the pests since May 2018. It seems reasonable to have a 12.5% reduction apply. Further, Hearing Officers are not housing inspectors. The city code violation paperwork makes a minimal mention of any pest problem, further highlighting that a 12.5% reduction seems more appropriate.
- 3- The tenant moved out of unit #206 on 10/12/19. This petition was filed on June 25, 2019. Therefore the 12.5% ongoing credit should not apply and should be removed from the decision.
- 4- Tenant admits the first pest problem began in May 2018 in unit #206. Owner immediately began servicing that unit as evidenced in servicing log submitted with the initial petition response. However a petition was not filed till June 2019. One year and a month after the problem was first documented. The tenant can only be granted a 90-day credit (per 8.22.090,3b) since the RAP was indeed served. Landlord asks that restitution be recalculated.
- 5- The tenant has never paid \$1050, as hearing officer alludes too in the overpayment table. Tenant has always paid \$977 per hearing decision T14-0413. In fact, as was discussed in the hearing, she did not pay October 2019 rent and the rent board hearing should not have taken place. To date the tenant is still in default for that month of rent.

Landlord asks that corrections be made administratively. The financial adjustments should be based on all the restated facts noted above. Landlord asks that the hearing decision be amended to reflect ALL the evidence and testimony first provided in the hearing. Maximum credit allowed is $(\% \times 1050) \times 3 \text{ mos} / 90 \text{ days}$.

Thank you,

Jill Broadhurst 

BIG CITY Property Group

000157



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: T19-0326, Williams v. Crane Management

APPEAL HEARING: November 12, 2020

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

APPEARANCES: Phala Williams Tenant
Jill Broadhurst
Big City Property Group Owner Representative

Procedural Background

The owner appealed a decision granting 25% restitution for pest infestation totaling 1) \$4,152.25 for 17 months from June 1, 2018, to October 1, 2019, 2) \$787.50 for 3 months from October 19, 2019, to December 31, 2019, and 12.5% restitution totaling 3) \$525.00 from January 1, 2020, to April 30, 2020. The total restitution granted was \$5,464.75.

Grounds for Appeal

The owner appealed the Hearing Decision on the grounds that 1) the decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations or prior decisions of the board, 2) the decision is inconsistent with decisions issued by other hearing officers, 3) the decision violates federal, state or local law, and 4) the decision is not supported by substantial evidence.

The owner alleged the following:

- 1) the hearing officer omitted vital facts that were submitted by the property manager and in-person testimony provided by the owner's witness and property manager.

- 2) the owner objects to a 25% rent reduction on the grounds that the management presented evidence of a good faith effort to resolve the pest issue

and provided pest control services since May 2018. The owner recommended a 12.5% reduction and states that hearing officers are not housing inspectors and city paperwork regarding code violations made a minimal mention of any pest problem.

3) The tenant vacated unit 206 on October 12, 2019. The petition was filed on June 25, 2019 so the 12.5% ongoing credit should be removed from the hearing decision.

4) The tenant admitted the pest problem started in unit 206 in May 2018 and the owner immediately began servicing that unit as evidenced in the service log filed with the petition. The petition was not filed until June 2019, a year and one month after the problem was first documented. The tenant can only be granted a 90-day credit pursuant to OMC 8.22.090.3b. The owner requests a re-calculation.

5) The tenant has never paid \$1050 which is alluded to by the hearing officer in the overpayment table. She has always paid \$977.00 per the hearing decision in T14-0413. She did not pay the October 2019 rent and the rent board hearing should not have taken place.

The owner representative stated that in a prior case, T14-0413, the tenant said she received the RAP notice. This was discussed in the hearing and was not reflected in the hearing decision. Additionally, the building is serviced regularly by a pest control company and they have received no current request from the tenant regarding roaches. The owner representative further stated that there is confusion about the reductions and the accounting needs to be clarified.

The tenant stated that Alameda County pest control came to her unit and Crane Management did not respond. Two years later, with the new management, she still has roaches in her apartment, and they are not spraying once a week, and she has received harassing emails about not paying the rent.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, T. Hall moved to affirm the hearing decision. R. Auguste seconded the motion.

The Board voted as follows:

Aye: T. Hall, R. Auguste, A. Graham

Nay: R. Stone, Devuono-Powell, T. Williams

Abstain: None

The motion failed.

T. Williams moved to remand to the hearing officer to review the evidence regarding the RAP notice and the charges. R. Stone seconded.

The Board voted as follows:

Aye: R. Stone, Devuono-Powell, T. Williams, A. Graham

Nay: T. Hall, R. Auguste

Abstain: None

The motion carried.

Chanee Franklin Minor

Program Manager

HCD/Rent Adjustment Program

1-19-21

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

DATE

PROOF OF SERVICE
Case Number T19-0326

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

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

Documents Included

Appeal Decision

Manager

Bharat Sahgal, OTPG
PO Box 1201
Alameda, CA 94501

Owner

Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative

Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant

Phala Williams
5460 Bancroft Avenue Unit 206
Oakland, CA 94601

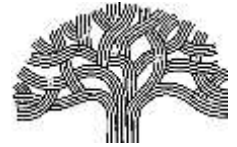
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 19, 2021** in Oakland, CA.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

000161



REMAND DECISION

CASE NUMBER: T19-0326, Williams v. Crane Management

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

DATE OF HEARING: January 13, 2020

DATE OF DECISION: March 10, 2020

DATE OF APPEAL HEARING: November 12, 2020

DATE OF APPEAL DECISION: January 19, 2021

DATE OF REMAND DECISION: February 17, 2022

PROCEDURAL HISTORY

The Tenant filed the petition, T19-0326, on June 25, 2019, and alleged health, safety, fire, or building code violation in her unit and decreased housing services, and that she had not received a RAP Notice. The Owner filed Owner Responses to the tenant petition on October 17, 2019, and October 22, 2019, alleging that the Tenant had been served the RAP Notice on or before March 30, 2015.

A Hearing Decision issued on March 10, 2020, granted the Tenant’s petition. The Hearing Decision found that the Tenant had not been provided with the RAP Notice and was entitled to restitution. The Owner filed an appeal.

An Appeal Hearing was held on November 12, 2020. The Housing, Residential Rent, and Relocation Board (The Board) remanded the matter back to the

undersigned Hearing Officer as follows: “To review the evidence regarding the RAP Notice and the charges.”

Therefore, and per The Board Decision, the issues on Remand will be limited to the two issues as noted in the Appeal Decision.

RAP Notice

The Tenant indicated that she did not receive the RAP Notice. There was no testimony presented at the Hearing to contradict that assertion. No documentary evidence was presented at the Hearing to contradict that assertion. The Owner’s Response alleged that the Tenant had been served the RAP Notice on or before March 30, 2015, but provided no testimony or evidence to establish that fact. Moreover, the Property Managers (current and immediately past) were present at the Hearing were not the management company affiliated with the property during the prior petition.

Accordingly, it was found that the Tenant was not given written notice of the RAP Program.

The Charges

The Tenant’s testimony regarding the infestation in unit 206, which caused her unit to be infested, was confirmed by the testimony of the Pest Inspector retained by the Current Manager. His testimony regarding the nature of the testimony was credible. His statement that the infestation was heavy in unit 204 and medium in the subject unit, Unit 206 when he began treating the building, was credible.

At the time of the Hearing, the Pest Inspector indicated that while there had been some improvement, there was still significant progress to be made. This testimony, coupled with the testimony that all the units were light to medium, suggested substantial progress in Unit 204 but not in the subject unit.

Additionally, the infestation was confirmed in the Notice of Violation issued for the subject Unit.

In reviewing the charges in this matter, it is clear that a separate award should’ve been made based on five issues cited in Notice of Violation in the amount of an additional 25%. However, as the record does not contain evidence of the violation’s duration, no additional award is made.

Seemingly, the Owner argued on appeal to argue that the restitution should be limited through October 2019, when the Tenant vacated the unit. However, there was no evidence during the hearing on January 13, 2020, indicating the Tenant had vacated the unit. In contrast, the Tenant agreed to keep paying her rent pending a determination by the RAP Program. Accordingly, this argument lacks merit and credibility.

Accordingly, the Tenant remains entitled to restitution, as calculated through the original date of the Hearing Decision, of overpaid rent for the infestation, in the amount of \$5,464.75, as outlined below:

Service Lost	From	To	VALUE OF LOST SERVICES			No. Months	Overpaid
			Rent	% Rent Decreases	Decrease /month		
Infestation	1-Jun-18	1-Oct-19	\$977	25%	\$ 244.25	17	\$ 4,152.25
Infestation	1-Oct-19	31-Dec-19	\$1,050	25%	\$ 262.50	3	\$ 787.50
Infestation	1-Jan-20	30-Apr-20	\$ 1,050.00	12.5%	\$ 131.25	4	\$ 525.00
TOTAL LOST SERVICES							\$5,464.75

Restitution is usually awarded over 12 months, but when the Tenant is owed 1236% of the monthly rent, extending the restitution period to 18 months is proper.¹ Amortized over 18 months, the restitution amount is \$303.60 per month.

The Tenant's monthly restitution amount is subtracted from the current legal rent of \$1,050.00 for a total of \$746.40, less ongoing decreased housing services, in the amount of \$131.25, if applicable. The rent will revert to the current legal rent once the restitution is paid in full.

ORDER

1. Petition T19-0326 remains granted.
2. The current base rent for the subject unit remains \$1,050.00.
3. The total overpayment by the Tenant remains \$5,464.75 for past decreased housing services.

¹ Regulations, § 8.22.110(F)

4. If the Tenant continues in her occupation of the unit, the Tenant is entitled to a 12.5% rent decrease for ongoing decreased services.
5. Once the Notice of Violation is abated, after further City inspection and certification by the pest management company, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 12.5% (\$131.25).
6. If the Owner wishes to, they can repay the restitution owed to the Tenant at any time. The monthly decrease for restitution ends when the Tenant is provided restitution if they do so.

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 17, 2022

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0326

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

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

Documents Included
Remand Decision

Manager
Bharat Sahgal, OTPG
PO Box 1201
Alameda, CA 94501

Owner
Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative
Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant
Phala Williams
5460 Bancroft Avenue Unit 206
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 18, 2022** in Oakland, CA.

Brittni Lothlen
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 TENANTS OF PROPERTY OWNER PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION form, it means that the owner of your unit 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).**

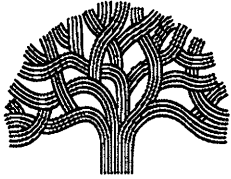
- **TO RESPOND:**

- 1) Complete a **TENANT RESPONSE** form found on the RAP website.
(<https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program>)
- 2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner’s representative) by mail or personal delivery.
- 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner’s representative) together with your **TENANT RESPONSE** form.
- 4) Submit your **TENANT 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 owner has been served with a copy.*

DOCUMENT REVIEW: There may be additional documents that were submitted in support of the owner petition that were not provided to you (see “DOCUMENTATION IN EXCESS OF 25 PAGES” on page 9 of the petition). All documents are available for review at RAP. You may also request paper copies from the owner in your TENANT RESPONSE. The owner must then provide them to you within 10 days.

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 TENANT 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.

APPEAL

Appellant's Name Bharat Sahgal, OTPG		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5460 Bancroft Ave, Unit 206			
Appellant's Mailing Address (For receipt of notices) P.O. Box 1201 Alameda, CA 94501		Case Number T19-0326	
		Date of Decision appealed 2/17/22	
Name of Representative (if any) Jill Broadhurst BIG CITY PROPERTY GROUP, INC.		Representative's Mailing Address (For notices) P.O. Box 13122 Oakland, CA 94601	

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: 2.

• 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 2, 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	Phala Williams
Address	5460 Bancroft Ave, #206
City, State Zip	Oakland CA 94601
Name	
Address	
City, State Zip	

	3/1/22
---	--------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

**Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing Your Petition."*

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

On the following date: 3/2/22 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 2 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER PETITION**
- Other: Appeal of Remand Hearing Decision

by the following means (check one):

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

PERSON(S) SERVED:

Name	Phala Williams
Address	5460 Bancroft Ave #206
City, State, Zip	Oakland CA 94601

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

Jill Broadhurst
 PRINTED NAME

Jill Broadhurst
 SIGNATURE

3/2/02
 DATE SIGNED

3/1/22

T19-0326

Landlord representative is demanding that a senior hearing officer or city attorney familiar with the RAP ordinance review this case folder, for an appropriate and accurate decision.

Details:

Landlord representative had not received the remand decision from the November 12, 2020 hearing. The appeal was filed by the landlord. Landlord representative followed up with the rent board hearings unit and RAP director and was told that the hearing officer was not made aware that a remand was determined by the rent board committee, on behalf of the Landlord. Finally, a remand decision was mailed on 2/17/21 to all parties.

In the original appeal response, dated 3/27/20(attached), Landlord cited petition filed by the tenant, T14-0413. At the hearing, testimony was given by the tenant that she had received and signed the RAP form. This is evidence and should have been used in determining if a claim could have been made by the tenant within the mentioned timeframe of this new petition.

Further hearing officer states that it is unknown when and if tenant moved out of her unit. This timeline is also stated in the appeal response and was verbally corroborated by the tenant. All these omissions cause concern, was the case file and audio reviewed? The pattern of conclusions made by this hearing officer demonstrate a bias towards the tenant, despite numerous facts and evidence presented that favor the owner.

Finally, the hearing officer, while failing to address the RAP notice being served and adjustment of charges, based on statute of limitations, manages to come up with more charges supposedly owed to the tenant by the owner. The percentage was contested in the original petition response. Further, this issue was not filed by the tenant on appeal nor was it paramount to the hearing. The hearing officer had no jurisdiction to add monies or change the decision.

No evidence was provided by the tenant. However, multiple pieces of evidence and testimony were provided by witnesses from the Landlord, but were completely ignored.

Please review the Landlord Appeal Response of 3/27/20, review the audio of all hearings as well as the rent board appeal hearing, and make the appropriate determination based on these set if facts. Since June 2020 the tenant has been paying \$615 instead of the \$1050 base rent. With 2 years passing the tenant is now behind in over \$12,000 in rent.

We ask that the all lost services amount be capped at 12.5% based on previous submissions of all proactive work conducted by the owner to eradicate the problem. Further we seek a reversal of the original judgement based on the RAP notice statue of limitations. Therefore approximate lost services would be 2076.13, 393.75, 525.00=2994.88. This total should be deducted from the total owed by tenant, which as of March 1, 2022 stands at \$10,072.00. Landlord asks that balance owed to owner of \$7077.12 be paid back over 6 months.

Jill Broadhurst 
BIG CITY Property Group

bigcitypg@gmail.com

3/27/20

T19-0326

Landlord Appeal Response

Landlord appeals the decision determined by Hearing Officer Lambert.

- 1- Hearing Officer omitted the vital facts that were submitted and the in-person testimony provided by the Landlord witness and property manager. A RAP was issued to the tenant on September 2, 2014. This was established in case T14-0413 and this previous case was discussed the day of the hearing.
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- 3- The tenant moved out of unit #206 on 10/12/19. This petition was filed on June 25, 2019. Therefore the 12.5% ongoing credit should not apply and should be removed from the decision.
- 4- Tenant admits the first pest problem began in May 2018 in unit #206. Owner immediately began servicing that unit as evidenced in servicing log submitted with the initial petition response. However a petition was not filed till June 2019. One year and a month after the problem was first documented. The tenant can only be granted a 90-day credit (per 8.22.090,3b) since the RAP was indeed served. Landlord asks that restitution be recalculated.
- 5- The tenant has never paid \$1050, as hearing officer alludes too in the overpayment table. Tenant has always paid \$977 per hearing decision T14-0413. In fact, as was discussed in the hearing, she did not pay October 2019 rent and the rent board hearing should not have taken place. To date the tenant is still in default for that month of rent.

Landlord asks that corrections be made administratively. The financial adjustments should be based on all the restated facts noted above. Landlord asks that the hearing decision be amended to reflect ALL the evidence and testimony first provided in the hearing. Maximum credit allowed is $(\% \times 1050) \times 3 \text{ mos} / 90 \text{ days}$.

Thank you,

Jill Broadhurst



BIG CITY Property Group

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

Housing Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0326 Williams v. Crane Management
APPEAL HEARING: May 12, 2022
PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
APPEARANCES: Appellant/Owner Jill Broadhurst
Representative: None
Respondent/Tenant:

PROCEDURAL BACKGROUND

On June 25, 2019, the tenant filed a petition, claiming she never received the notice of the existence of the Rent Adjustment Program, claiming a code violation, and alleging a decreased housing claim regarding a roach infestation.

The owner filed a timely response to the tenant petition on October 17, 2019, designating Crane Management as the owner, and on October 22, 2019, designating Jill Broadhurst as the owner representative.

The hearing officer found that the tenant never received a RAP notice and issued a decision granting 25% restitution for the pest infestation totaling 1) \$4,125.25 for 17 months from June 1, 2018 to October 1, 2019, 2) \$787.50 for 3 months from October 19, 2019, to December 31, 2019, and 12.5% restitution totaling 3) \$525.00 from January 1, 2020, to April 30, 2020. The total restitution granted was \$5,464.75.

The owner appealed the decision. The Board remanded the decision back to the hearing officer to "review the evidence regarding the RAP notice and the charges."

The hearing officer again found that the tenant never received the RAP notice because the tenant's testimony at the hearing was uncontradicted. The hearing officer also reviewed the award for decreased housing services claim and left the award unchanged.

000174

GROUND FOR APPEAL

The owner appealed the Remand Decision on the grounds that 1) the decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations or prior decisions of the board, 2) the decision is inconsistent with decisions issued by other hearing officers, 3) the decision violates federal, state or local law, and 4) the decision is not supported by substantial evidence.

The owner alleges the following:

1) in the original landlord appeal, the landlord cited petition filed by the tenant, T14-0413. At that hearing, the tenant gave testimony that she had received and signed the RAP notice.

2) the owner objects to a 25% rent reduction on the grounds that the management presented evidence of a good faith effort to resolve the pest issue and provided pest control services since May 2018. The owner recommends a 12.5% reduction and states that hearing officers are not housing inspectors and city paperwork regarding code violations makes a minimal mention of any pest problem.

3) The tenant vacated unit 206 on October 12, 2019. The petition was filed on June 25, 2019 so the 12.5% ongoing credit should be removed from the hearing decision.

4) The tenant admitted the pest problem started in unit 206 in May 2018 and the owner immediately began servicing that unit as evidenced in the service log filed with the petition. The petition was not filed until June 2019, a year and one month after the problem was first documented. The tenant can only be granted a 90-day credit pursuant to OMC 8.22.090.3b. The owner requests a re-calculation.

5) The tenant has never paid \$1050 which is alluded to by the hearing officer in the overpayment table. She has always paid \$977.00 per the hearing decision in T14-0413. She did not pay the October 2019 rent and the rent board hearing should not have taken place.

BOARD DECISION

After parties' arguments, questions to the parties, and Board discussion, Member P. Viramontes moved to remand the case back to the Hearing Officer for the Hearing Officer to recalculate the restitution amount for decreased housing services based upon OMC 8.22.090.a.3.b, restricting the restitution to 90 days prior to the petition being filed and up until unit 206 was vacated. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, T. Williams, R. Nickens, Jr., P. Viramontes

Nay: None

Abstain: None

The motion was adopted.

Chanée Franklin Minor

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

June 10, 2022

DATE

PROOF OF SERVICE
Case Number T19-0326

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

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

Documents Included

Appeal Decision

Manager

Bharat Sahgal
OTPG
PO Box 1201
Alameda, CA 94501

Owner

Crane Management
2433 Mariner Square Loop, Suite #212
Alameda, CA 94501

Owner Representative

Jill Broadhurst
Big City Property Group
PO Box 13122
Oakland, CA 94661

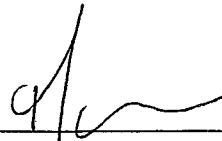
Tenant

Phala Williams
5460 Bancroft Avenue, Unit #206
Oakland, CA 94601

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

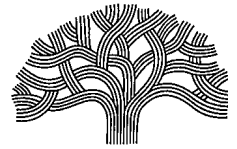
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 13, 2022** in Oakland, CA.

000177



Merna Attalla

Oakland Rent Adjustment Program



REMAND DECISION

CASE NUMBER: T19-0326, Williams v. Crane Management

PROPERTY ADDRESS: 5460 Bancroft Avenue, Unit 206
Oakland, CA

DATE OF HEARING: January 13, 2020

DATE OF DECISION: March 10, 2020

DATE OF APPEAL HEARING: November 12, 2020

DATE OF APPEAL DECISION: January 19, 2021

DATE OF REMAND DECISION: February 17, 2022

DATE OF APPEAL HEARING: May 12, 2022

DATE OF APPEAL DECISION: June 10, 2022

DATE OF REMAND DECISION: November 9, 2022

PROCEDURAL HISTORY

The Tenant filed the petition, T19-0326, on June 25, 2019, and alleged health, safety, fire, or building code violation in her unit and decreased housing services and that she had not received a RAP Notice. The Owner filed Owner Responses to the tenant petition on October 17, 2019, and October 22, 2019, alleging that the Tenant had been served the RAP Notice on or before March 30, 2015.

A Hearing Decision issued on March 10, 2020, granted the Tenant's petition. The Hearing Decision found that the Tenant had not been provided with the RAP Notice and was entitled to restitution. The Owner filed an appeal.

An Appeal Hearing was held on November 12, 2020. The Housing, Residential Rent, and Relocation Board (The Board) remanded the matter back to the undersigned Hearing Officer as follows: "To review the evidence regarding the RAP Notice and the charges."

Pursuant to the Board's Decision, a Remand decision was issued on February 10, 2022. The Owner filed an appeal.

An Appeal Hearing was held on May 12, 2022. The Housing, Residential Rent, and Relocation Board (The Board) remanded the matter back to the undersigned Hearing Officer as follows: "To recalculate the restitution amount for decreased housing services based on OMC 8.22.090.a.3.b, restricting the restitution to 90 days prior to the petition being filed up until unit 206 was vacated."

Therefore, and per The Board Decision, the issues on Remand will be limited to the issues noted in the Appeal Decision.

RAP Notice

The Tenant indicated that she did not receive the RAP Notice. There was no testimony presented at the Hearing to contradict that assertion. No documentary evidence was presented at the Hearing to contradict that assertion. The Owner's Response alleged that the Tenant had been served the RAP Notice on or before March 30, 2015, but provided no testimony or evidence to establish that fact. Moreover, the Property Managers (current and immediately past) were present at the Hearing and were not the management company affiliated with the property during the prior petition.

At the Appeal Hearing and without testimony, it was determined that in the prior cases, T14-0411, T14-0413, T14-0416, and T14-0433, the Tenants had been found to have received the RAP Notice on September 2, 2014. At the original hearing, there was no request for judicial notice of the prior Hearing Decision, nor was it presented for consideration.

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Infestation

The Tenant's testimony regarding the infestation in unit 206, which caused her unit to be infested, was confirmed by the testimony of the Pest Inspector retained by the Current Manager. His testimony regarding the nature of the infestation was credible. His statement that the infestation was heavy in unit 204 and medium in the subject unit, Unit 206, when he began treating the building, was credible. Additionally, the infestation was confirmed in the Notice of Violation issued for the subject Unit on September 12, 2019.

At the time of the Hearing, the Pest Inspector indicated that while there had been some improvement, there was still significant progress to be made. This testimony, coupled with the testimony that all the units were light to medium, suggested substantial progress in Unit 204 but not in the subject unit.

The Owner argued on appeal that the restitution should be limited through October 2019, when the Tenant vacated the unit. In accordance with the Appeal decision dated June 10, 2022, the rent restitution is to be restricted to 90 days prior to the petition filed on June 25, 2019, until unit 206 was vacated on October 12, 2019.

The Tenant's unit was "untenable," as the term is used in California law.¹ Therefore, it is found that there were so many violations of the California Health and Safety Code that the unit had no rental value, and the landlord collected all rent in violation of the law.² Accordingly, the lawful rent is zero.³

At the time of the hearing on January 13, 2020, the Notice of Violation was still outstanding, and the credible testimony was that while there had been some improvement, significant progress was still to be made.

Accordingly, the Tenant is entitled to restitution, as calculated pursuant to the Appeal decision, dated June 10, 2022, from March 2019 to October 2019.

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¹ Civil Code Section 1941.1

² Section 17920.3

³ The concept of "zero rent" is recognized in California law. Civil Code Section 1942.4 prohibits a landlord from collecting rent for a unit with serious health or safety Code violations for which a Notice to Abate has been outstanding for 35 days.

OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Mar-19	31-Oct-19	\$977	\$0	\$ 977.00	8	\$ 7,816.00
TOTAL OVERPAID RENT						\$ 7,816.00
RESTITUTION						
MONTHLY RENT						\$977
TOTAL TO BE REPAID TO TENANT						\$ 7,816.00
TOTAL AS PERCENT OF MONTHLY RENT						800%
AMORTIZED OVER		18	MO. BY REG. IS			\$ 434.22
OR OVER		MONTHS BY HRG. OFFICER IS				

Restitution is usually awarded over 12 months, but when the Tenant is owed 800% of the monthly rent, extending the restitution period to 18 months is proper.⁴ Amortized over 18 months, the restitution amount is \$434.22 per month.

The Tenant's monthly restitution amount is subtracted from the current legal rent of \$1,050.00 for a total of \$615.78, less ongoing decreased housing services, in the amount of \$131.25, if applicable. The rent will revert to the current legal rent once the restitution is paid in full.

ORDER

1. Petition T19-0326 remains granted.
2. The current base rent for the subject unit remains \$1,050.00.
3. The total overpayment by the Tenant is \$7816.00 for past decreased housing services from March 2019 to October 2019.
4. If the Tenant continues in her occupation of the unit, the Tenant is entitled to a rent decrease, in the amount of \$131.25, for ongoing decreased services.
5. Once the Notice of Violation is abated, after further City inspection and certification by the pest management company, and upon proper notice in

⁴ Regulations, § 8.22.110(F)

accordance with Section 827 of the California Civil Code, they can restore the rent to the current legal rate.

6. If the Owner wishes to, they can repay the restitution owed to the Tenant at any time. The monthly decrease for restitution ends when the Tenant is provided restitution if they do so.

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



Dated: November 9, 2022

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0326

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

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

Documents Included

Remand Decision

Manager

Bharat Sahgal, OTPG
PO Box 1201
Alameda, CA 94501

Owner

Crane Management
2433 Mariner Square Loop Suite 212
Alameda, CA 94501

Owner Representative

Jill Broadhurst, Big City Property Group
PO Box 13122
Oakland, CA 94661

Tenant

Phala Williams
5460 Bancroft Avenue Unit 206
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 10, 2022** in Oakland, CA.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

000184



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 OTPG	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 5460 Bancroft Ave, Unit #206 #106	
Appellant's Mailing Address (For receipt of notices) OTPG, PO Box 1201, Alameda, CA 94501	Case Number T19-0326
	Date of Decision appealed June 10, 2022
Name of Representative (if any) Jill Broadhurst, BIG CITY Property Group	Representative's Mailing Address (For notices) PO Box 13122 Oakland CA 94661

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: 1.

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

I declare under penalty of perjury under the laws of the State of California that on 12/2, 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	Phala Williams
Address	5406 Bancroft Ave Unit 206 5460 106
City, State Zip	Oakland CA 94661
Name	
Address	
City, State Zip	

	12/2/2022
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SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 15 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 20 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

12/1/22

T19-0326

Landlord representative is demanding that a senior hearing officer or city attorney familiar with the RAP ordinance review this case folder, for an appropriate and accurate decision.

Details:

Rent Board remanded the decision from 2/17/22 back to the department for mathematical corrections taking into account that the RAP had been previously served by the owner and was noted in a previous rent board case. These records are the files of the rent board and were called out in testimony and narratives. No formal statement declaring a "request for judicial notice of the prior Hearing decision" is required, as the hearing officer infers.

The hearing officer was supposed to go back 90 days- yet here we are again- another 6 months lost with a further incorrect mathematical decision and ignoring of the instructions given by the rent board.

Again, the hearing officer, while failing to address the RAP notice being served and adjustment of charges, based on statute of limitations, manages to come up with more charges supposedly owed to the tenant by the owner. In her latest decision of 11/9/22 she now deems the unit "untenantable" and decides "the unit has no rental value, and the landlord collected all rent in violation of the law." The hearing officer has no authority to make changes to the decision- she had clear instructions on what to update. She has gone beyond that AGAIN.

No evidence was provided by the tenant. However, multiple pieces of evidence and testimony were provided by witnesses from the Landlord, but were completely ignored.

Since June 2020 the tenant has been paying \$615 instead of the \$1050 base rent. With 2 years passing the tenant is now behind in over \$15,000 in rent.

We ask that the all lost services amount be capped at 12.5% based on previous submissions of all proactive work conducted by the owner to eradicate the problem. Further, based on the instructions of the rent board, we seek a reversal of the original judgement based on the RAP notice statute of limitations. Therefore approximate lost services would be \$366.38 for April- June 2019, once the tenant vacated the unit. This total should be deducted from the total owed by tenant, which as of December 1, 2022 stands at \$15,079.00. Landlord asks that balance owed to owner of \$14,712.62 be paid back over 8 months.

Jill Broadhurst, BIG CITY Property Group

bigcitypg@gmail.com

000188



MEMORANDUM

Date: January 20, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in T19-0184, Beard v. Meridian Management
Appeal Hearing Date: January 26, 2023

Property Address: 1470 Alice Street, No. 206, Oakland, CA
Appellant/Tenant: James Beard
Respondent/Owner: Meridian Management Group

BACKGROUND

On February 4, 2019, the tenant filed a petition, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and alleging code violations and decreased housing services relating to a noisy refrigerator and a garage water leak.

The owner filed a response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing services claims were already addressed and decided in prior hearing decisions.

On September 19, 2019, the Rent Adjustment Program issued an Administrative Decision dismissing the tenant petition. The Decision held that the rent increase was valid

because it did not exceed the CPI amount, and the decreased housing services claims were denied because the noisy refrigerator was deemed frivolous and the garage water leak was already addressed and decided in the prior case of T16-0734 (Beard v. Stewart).

The tenant appealed the denial of claims for decreased housing services, and an appeal hearing was held before the Rent Board on January 23, 2020. 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) to “consider the factual basis on the refrigerator issue as a decreased housing service.”

RULING ON THE CASE

A remand hearing took place on June 21, 2022. A Remand Hearing Decision was issued on September 30, 2022, denying the tenant’s petition.

First, 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 would still have denied the decreased housing services claim because the owner acted reasonably to install rain drains, trench, and dump to address the issue.

Turning to the refrigerator, the hearing officer found tenant’s testimony of a noisy refrigerator not credible due to tenant’s unwillingness to answer questions or to provide specific dates. The hearing officer also based this decision on the basis that tenant received a new refrigerator in 2019 and tenant’s old refrigerator continued working in another unit. The hearing officer also denied the quiet enjoyment claim based on the noisy refrigerator because under *Larson v. City and County of San Francisco*, quiet enjoyment claims were held to be limited to those claims that are quantifiable in nature and the loss of quiet enjoyment was not one of those.

GROUNDS FOR APPEAL

The tenant appealed the hearing, arguing that:

- (1) the hearing officer failed to decide whether the water leak was new; and
- (2) the hearing officer failed to precisely explain what leak was previously denied and how those leaks relate to the current leak; and
- (3) the resident's manager testimony that the tenant's old refrigerator was given to a neighbor was not truthful; and
- (4) tenant's inability to determine exact date of sound recording of the refrigerator does not take away the fact that the refrigerator was loud and disturbed the tenant; and
- (5) the hearing officer wrongly relied on *Larson* to mean that an intrusive and disruptive sounds from a noisy refrigerator cannot be the basis of a decreased housing services claim, because *Larson* said only that landlord harassment resulting in pure emotional distress damages cannot be considered a quantifiable decrease in housing services.

ISSUES

1. Does substantial evidence support the hearing officer's conclusion that the water leak does not constitute a decreased housing service?
2. Does substantial evidence support the hearing officer's conclusion that the refrigerator does not constitute a decreased housing service?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Decreased Housing Services Claim – Noise and Quiet Enjoyment

T19-0148 *Holman v. East Shore Properties*

Board affirmed Administrative Decision that denied tenant's petition for decreased services alleging "loss of quiet enjoyment" due to newly installed garage doors under tenant's unit (causing noise and vibrations) on the basis that the RAP lacks jurisdiction over such claims.

T03-0377 *Aswad v. Fields*

Board affirmed part of Hearing Decision that rejected a claim for decrease in housing services for excessive street noise because Rent Adjustment Ordinance does not have jurisdiction over a claim for breach of implied covenant of quiet enjoyment when complaint about conditions beyond owner control & prior denial



MEMORANDUM

Date: January 20, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in T19-0326 Williams v. Crane Management
Appeal Hearing Date: January 26, 2023

Property Address: 5460 Bancroft Avenue, Unit 206
Appellant/Owner: Crane Management
Respondent/Tenant: Phala Williams

BACKGROUND

On June 25, 2019, the tenant filed a petition, claiming she never received the notice of the existence of the Rent Adjustment Program, claiming a code violation, and alleging a decreased housing claim regarding a roach infestation.

The hearing officer found that the tenant never received a RAP notice and issued a decision granting 25% restitution for the pest infestation totaling 1) \$4,125.25 for 17 months from June 1, 2018 to October 1, 2019, 2) \$787.50 for 3 months from October 19, 2019, to December 31, 2019, and 12.5% restitution totaling 3) \$525.00 from January 1, 2020, to April 30, 2020. The total restitution granted was \$5,464.75.

First Appeal

The owner appealed the decision. The Board remanded the decision back to the hearing officer to “review the evidence regarding the RAP notice and the charges. The hearing officer again found that the tenant never received the RAP notice because the tenant’s testimony at the hearing was uncontradicted. The hearing officer also reviewed the award for decreased housing services claim and left the award unchanged.

Second Appeal

The owner appealed the decision, arguing that prior RAP decisions found that the tenant received the RAP notice, and the decreased housing services award was excessive and extended beyond October 12, 2019, when the tenant vacated the unit and moved to another unit.

The board remanded the case back to the Hearing Officer for the hearing officer to recalculate the restitution amount for decreased housing services based upon OMC 8.22.090.A.3.b, restricting the restitution to 90 days prior to the petition being filed and up until unit 206 was vacated.

On remand, the hearing officer found that the unit was untenable during the infestation period and that the unit has no rental value during the infestation period pursuant to California Civil Code 1942.4. The hearing officer awarded restitution of \$977 per month, the entire rental amount, from Mar 1, 2019, to October 31, 2019.

GROUND FOR APPEAL

The owner appealed the remand decision, arguing that:

1. The remand was for the hearing officer to simply recalculate the restitution period, but owner exceeded

the scope of remand to find that the unit had no rental value.

2. The owner asks decreased housing services amount to be capped to 12.5 percent based on work conducted by owner to eradicate the problem.
3. A remand decision should address underpayments by the tenant since June 2020.

ISSUES

1. Did the hearing officer exceed the scope of remand by finding the unit untenable and the reasonable rental value of unit was zero?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Civil Code 1942.4

(a) A landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit pursuant to subdivision (2) of Section 1161 of the Code of Civil Procedure, if all of the following conditions exist prior to the landlord's demand or notice:

(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling.

(2) A public officer or employee who is responsible for the enforcement of any housing law, after inspecting the premises, has notified the landlord or

the landlord's agent in writing of his or her obligations to abate the nuisance or repair the substandard conditions.

(3) The conditions have existed and have not been abated 35 days beyond the date of service of the notice specified in paragraph (2) and the delay is without good cause. For purposes of this subdivision, service shall be complete at the time of deposit in the United States mail.

(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.