

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

September 26, 2024

6:00 P.M.

**CITY HALL, HEARING ROOM # 1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612**

AGENDA

PUBLIC PARTICIPATION

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

OBSERVE:

• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10

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

When: September 26, 2024 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82791684568>

One tap mobile: +16694449171,,82791684568# US, +16699009128,,82791684568# US (San Jose)

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

Webinar ID: 827 9168 4568

International Numbers Available: <https://us02web.zoom.us/j/82791684568>

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

PARTICIPATION/COMMENT:

There is one way to submit public comments:

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

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

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
 - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
- 4. CONSENT ITEMS**
- 5. APPROVAL OF BOARD MINUTES, 07/25/2024 (pp.4-6)**
- 6. APPEALS***
 - a. L22-0065, Sukarto v. Tenants (pp.7-156)
 - b. L24-0012, 5385 Broadway LLC v. Tenants (pp.157-446)
- 7. RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT (pp.455-456)**
- 8. INFORMATION AND ANNOUNCEMENTS**
- 9. NEW BOARD BUSINESS**
 - a. Discuss directing the RAP executive director and staff to regularly come to board meetings and report to the board on the work of the RAP.
- 10. SCHEDULING AND REPORTS**
 - a. Reviewing and rescheduling training. (pp.457)
 - b. Discuss scheduling procedures for future board meetings.
- 11. OPEN FORUM**
 - a. Comments from the public on all items will be taken at this time.
- 12. ADJOURNMENT**

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

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

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

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

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

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

July 25, 2024

6:00 P.M.

CITY HALL

1 FRANK H. OGAWA PLAZA, HEARING ROOM #1
OAKLAND, CA 94612

MINUTES

1. CALL TO ORDER

The Board meeting was administered in-person by Nyila Webb from the Rent Adjustment Program (RAP), Housing and Community Development Department. Nyila Webb explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Oshinuga at 6:05 p.m.

2. ROLL CALL

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

Staff Present

Kent Qian

Marguerita Fa-Kaji

Nyila Webb

Deputy City Attorney

Senior Hearing Officer (RAP)

Administrative Assistant II (RAP)

3. PUBLIC COMMENT

- a. One speaker card submitted.

4. CONSENT ITEMS

000004

a. Approval of Board Minutes, 06/27/2024:

Member J. deBoed moved to approve the Board Minutes from 06/27/2024. Member K. Brodfuhrer seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson
Nay: None
Abstain: None

The motion was approved.

5. APPEALS*

a. T18-0249, Reber-Kendrick v. Wasserman-Stern Law Offices

- Acting Chair C. Oshinuga made the decision to give appellant and respondent six minutes each for opening comment and six minutes each for rebuttals.
- The Board asked both parties questions and then deliberated amongst themselves and City staff about case.
- Member J. DeBoer made a motion to remand case to hearing officer to address whether 1. Civil Code 1954.53(d)(2), read together with 1954.53(d)(3), allows a market-rate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the Board's instructions in the latest appeal decision in T18-0018, Sund v. Vernon Street Apartments; 2. If the hearing officer finds that Costa-Hawkins allows increases on an existing tenancy, reexamine the definition of "permanently resides" under Costa-Hawkins as opposed to "primary residences" and whether the tenant permanently resided at the subject unit at the time of the Costa-Hawkins rent increase notice. Parties must be allowed to brief the issue of the application of Costa-Hawkins as described in number 1 and the meaning of permanently resides as described on number 2. Member C Jackson seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson
Nay: None
Abstain: None

The motion was approved.

6. RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE

HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT

7. INFORMATION AND ANNOUNCEMENTS

8. NEW BOARD BUSINESS

9. SCHEDULING AND REPORTS

- a. Reviewing and rescheduling training.

10. OPEN FORUM

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

11. ADJOURNMENT

- a. Member C. Jackson made a motion to adjourn meeting before completing Agenda items 6-10 due to scheduling conflicts. Member K. Brodfueher seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson
Nay: None
Abstain: None

The motion was approved.

- **Meeting adjourned at 8:07pm.**

CHRONOLOGICAL CASE REPORT

Case No.: L22-0065

Case Name: Sukarto v. Tenants

Property Address: 468 Douglas Avenue, Oakland, CA 94603

Parties: Abby Sukarto (Owner)
Alejandro Reyes (Tenant)
Marcos Valdez (Tenant)
Salvador Maldonado (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Petition Filed(Owner)	December 7, 2022
Notice of Incomplete Petition	December 21, 2022
Owner Resubmission	January 11, 2023
Hearing Decision Mailed	August 10, 2023
Appeal Filed	August 24, 2023
Appeal Hearing	October 26, 2023
Appeal Decision	November 16, 2023

Owner Resubmission

January 22, 2024

Remand Hearing Decision

May 3, 2024

Appeal Filed

May 22, 2024



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

LA2-0045 MF/AS

PROPERTY OWNER PETITION

RECEIVED

DEC -7 2022

**RENT ADJUSTMENT PROGRAM
OAKLAND**

Property Address: 468 DOUGLAS AV
Case: Petition: 16286
Date Filed: 12-07-2022

PARTIES

Party Name Address
Owner
Abby Sukarto
2000 Broadway St
#813
San Francisco, 94115

Address
Mailing Address
2000 Broadway St
#813
San Francisco, 94115
(310) 808-7753
abby_sukarto@yahoo.com

Party Name Address
Tenant
Salvador Maldonado
474 DOUGLAS AV
Oakland, CA 94603

Address
Mailing Address
(510) 467-8495

Party Name Address
Tenant
Alejandro Reyes
468 DOUGLAS AV
Oakland, CA 94603

Address
Mailing Address
(510) 695-4875
reyes.alex35@gmail.com

Party Name Address
Tenant
Marcos Rios Valdez
472 DOUGLAS AV
Oakland, CA 94603

Address
Mailing Address
(510) 575-8271

Total number of units on property **3**



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

PROPERTY OWNER PETITION

Property Address:	468 DOUGLAS AV
Case:	Petition: 16286
Date Filed:	12-07-2022
Date on which you acquired the building	02-11-2021
Type of units	Apartment, Room or Live-work
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?	No
On what date was the RAP Notice first given?	
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	Yes
Oakland Business License number	00238885
Have you paid the Rent Adjustment Program Service Fee (per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. Note: If RAP fee is paid on time, the property owner may charge the tenant one half of the per-unit RAP Service fee.	No



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

PROPERTY OWNER PETITION

Property Address: 468 DOUGLAS AV
Case: Petition: 16286
Date Filed: 12-07-2022

Reason(s) for Petition

Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by:

Fair Return

Capital Improvements

Number of Residential Units: 3

Is Mixed Use No

BUILDING-WIDE CAPITAL IMPROVEMENTS

No items to show...

UNIT-SPECIFIC CAPITAL IMPROVEMENTS

No items to show...

Mediation

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

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



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

PROPERTY OWNER PETITION

Property Address: 468 DOUGLAS AV
Case: Petition: 16286
Date Filed: 12-07-2022

Consent to Electronic Service

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

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition. **No**

Interpretation Services

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

I request an interpreter fluent in the following language at my Rent Adjustment proceeding: **Yes , Spanish (Español)**

Declaration Re: Attachments greater than 25 pages

The documents to be submitted to the Rent Adjustment Program with the Property Owner Petition exceed 25 pages and the owner is opting, as allowed by law, to not serve the attachments on the affected tenants unless requested. The documents will be available for review at the Rent Adjustment Program. Additionally, if any tenant requests the attachments in writing, the owner will provide the attachments to the requesting tenant within ten days of the request.

The Owner provided additional documents to the RAP that exceed 25 pages and is choosing to not provide the documents to the tenant(s) unless requested. **Yes**

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

Abby Sukarto

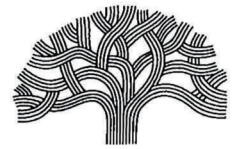
12/7/2022

Signature

Date

City of Oakland

000012



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

Housing and Community Development Department
Rent Adjustment ProgramTEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711**NOTICE OF INCOMPLETE OWNER PETITION****CASE NAME/NUMBER: Sukarto v. Tenants/L22-0065****PROPERTY ADDRESS: 468 Douglas Ave., Oakland CA 94603**

The Rent Adjustment Program (hereinafter "RAP") received a *Property Owner Petition for a Rent Increase* from you on December 7, 2022.

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

Name of Document	Needed
Proof of payment of Business License Tax	<input checked="" type="checkbox"/>
Proof of payment of the RAP Fee	<input checked="" type="checkbox"/>
Evidence that the RAP Notice was provided to all tenants affected by petition	<input type="checkbox"/>
Petition was not completed or signed under oath	<input type="checkbox"/>
For a rent increase; organized documentation showing the justification and detailing the calculations. See instructions attached.	<input checked="" type="checkbox"/>
Proof of service of the petition (and attachments where required) by first class mail or in person on all tenants in units affected by petition	<input checked="" type="checkbox"/>

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

If you have any questions or concerns, feel free to consult the undersigned by email or phone. The email address is ASilveira@oaklandca.gov and the telephone number is (510) 631-6958.

Dated: December 20, 2022

Ava Silveira, Analyst
Rent Adjustment Program

<input type="checkbox"/> Increased Housing Service Costs	<p>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units.</p>	<ul style="list-style-type: none"> ✓ Complete Worksheet B on page 5 of this petition. ✓ Attach documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments or property taxes.
<input type="checkbox"/> Fair Return	<p>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</p>	<ul style="list-style-type: none"> ✓ Complete Worksheet C on page 6 of this petition. ✓ Attach organized documentation of gross income (including total of gross rents lawfully collectible from property at 100% occupancy, plus any other consideration received or receivable) and gross costs (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year, if good cause is shown. *Note: Costs do not include mortgage expenses.
<input type="checkbox"/> Banking	<p>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in conjunction with petitions based on other grounds/justifications.</p>	<ul style="list-style-type: none"> ✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of >30% over the past 5 years. ✓ Complete Worksheet D on page 7 of this petition. ✓ Attach documentation of tenant's rental history including proof of current rent amount and all other information requested by Worksheet D.
<input type="checkbox"/> Additional Occupant(s)	<p>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</p>	<ul style="list-style-type: none"> ✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020. ✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant. ✓ Attach documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).
<input type="checkbox"/> Tenant Not Residing in Unit as Principal Residence	<p>If the tenant(s) no longer reside in the unit as their principal residence, an owner may increase the rent by any amount. See O.M.C. § 8.22.070.C.1.f and the implementing regulations of the Rent Adjustment Ordinance, § 8.22.020 ("Principal Residence") and Appendix A, § 10.7.</p>	<ul style="list-style-type: none"> ✓ Attach evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.

WORKSHEET C FAIR RETURN

Owners who submit petitions based on Fair Return must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.

	BASE YEAR (2014)		LAST YEAR	
	From _____ (mm/dd/yy)	to _____ (mm/dd/yy)	From _____ (mm/dd/yy)	to _____ (mm/dd/yy)
INCOME				
Rents	\$		\$	
Parking	\$		\$	
Laundry	\$		\$	
Other: _____	\$		\$	
Imputed rent if any unit owner/manager-occupied	\$		\$	
Imputed rent if any unit not rented to capacity	\$		\$	
Total:	\$		\$	
EXPENSES				
Electricity/Gas	\$		\$	
Garbage	\$		\$	
Water/Sewer	\$		\$	
Insurance	\$		\$	
Maintenance/Repairs	\$		\$	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Property Taxes	\$		\$	
Business License	\$		\$	
Management Expenses	\$		\$	
Furnishings	\$		\$	
Capital Improvements (Amortized cost)	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	



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).**

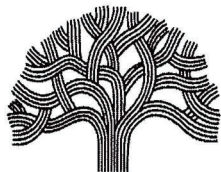
➤ TO RESPOND:

- 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.

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: ____/____/____ I served a copy of (check all that apply):

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

by the following means (check one):

- 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	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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.

PRINTED NAME

SIGNATURE

DATE SIGNED

PROOF OF SERVICE
Case Number L22-0065

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

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

Documents Included

Notice of Incomplete Owner Petition
Notice to Tenants of Property Owner Petition
Worksheet C: Fair Return
Proof of Service form

Owner

Abby Sukarto
2000 Broadway St #813
San Francisco, CA 94115

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 21, 2022** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

Rent Adjustment Program

⊙ Tenant Rent Information

⊙ Supporting Documents

✔ Please number sequentially every page of documentation (attachments) that is provided to the RAP either through the portal or mailed. You are permitted to upload the following file types: PDF, Word, Excel, JPEG, TIFF and PNG. The maximum file size limit for uploads is 25MB

DESCRIPTION	NAME
2014 rent and expenses	2014 rent and expenses_submitted to RAP.pdf
2021 rent and expenses	2021 rent and expenses_submitted to RAP.pdf
Fair Return	Fair return_2021.pdf
Proof of Service	Oak rap.pdf
Proof of Service	ProofOfServicePrint_Dec 7 2022_signed-AS.pdf
RAP notice	RAP notice_3 languages_Jul 13 2022.pdf

⊙ Add Documents

⊙ Proof of Service

⊙ Print Notice to Opposing Party (which must be served with Petition)



NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS IS NOT permitted in Unit 468 Douglas St the unit you intend to rent.
- Smoking (circle one) IS IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS IS NOT a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022
(Date)

(Tenant’s signature)

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AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland tiene un Programa de Ajustes en el Alquiler (“RAP”) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para obtener más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1.º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o para todo aumento del alquiler “guardado” que esté permitido. Estos incluyen, entre otros, mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el aumento máximo que cambia de manera anual con un 10 % de capitalización. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, usted deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Información. Encontrará los formularios de petición disponibles en el sitio web, donde dice Rent Adjustment Program Petition and Response Forms “Formularios de Petición y Respuesta del Programa de Ajustes en el Alquiler”.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza y Reglamentos de Desalojo por Causa Justa, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para obtener más información contacte a la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Ajustes en el Alquiler por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la parte de la tarifa que correspondería al inquilino.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, “TPO”) para impedir el comportamiento abusivo por parte de los propietarios y para ofrecer a los inquilinos recursos legales en instancias donde hayan sido víctimas de comportamiento abusivo por parte de los propietarios (O.M.C. 8.22.600).
- El propietario tiene no tiene permitido establecer el alquiler inicial de esta unidad sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de N/A .

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en la Unidad 468 Douglas Ave, la unidad que



usted pretende alquilar.

- Fumar (encierre en un círculo) ~~ESTÁ~~ NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades en donde se permite fumar).
- (Encierre en un círculo) ~~HAY~~ NO HAY un área designada al aire libre para fumar. Se encuentra en N/A.

Recibí una copia de este aviso el 7/13/2022 (Fecha) _____ (Firma del inquilino)

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住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整分部 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章) , 且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內, 請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起, 如果租金調漲幅度超出一般租金年漲幅 (「CPI 漲幅」) 或允許的「調整存放」漲幅, 業主就必須向 RAP 陳情。調漲原因可包括但不限於固定資產整修和營運支出增加。對於這些類型的租金調漲方案, 業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過每年最變動且最多 10% 的漲幅。如果不同意建議的租金調幅, 您有權對業主的陳情提出抗辯。
- **對租金調漲提出抗辯:** 您可以租金調漲違法或者住房服務縮為由, 向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯, (1) 且業主隨同這份「租客通知」一併提供租金調漲通知, 則您必須在收到租金調漲通知後九十 (90) 天內提出陳情; (2) 但業主未隨這份「租客通知」提供租金調漲通知, 則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知, 您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。若需要請願書表格, 可上網站 [Rent Adjustment Program Petition and Response Forms](#) (租金調整分部請願書和回應表格) 取得。
- 如果您對租金調漲有異議, 在提出陳情之前, 您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付, 您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊, 請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年會向業主收取每個出租單位的「租金分部服務費」 (Rent Program Service Fee)。若業主準時支付這筆費用, 就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為, 並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。
- 業主 得以 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金, 則前任房客遷出後生效的租金是 N/A。

針對租客的吸煙政策聲明

- 住房單位 418 Douglas Ave (您有意承租的單位) 「允許」或 不允許 吸煙 (圈選一項)。
- 您所住建築物中的其他單位「允許」或 不允許 吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243

(510) 238-3721

CA Relay Service 711

www.oaklandca.gov/RAP



- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 N/A。

我於 7/13/2022 收到本通知書 _____
(日期) (租客簽名)

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- The owner is is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was N/A.

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 472 of the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022 (Date) _____ (Tenant’s signature)

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AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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- A partir del 1.º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o para todo aumento del alquiler “guardado” que esté permitido. Estos incluyen, entre otros, mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el aumento máximo que cambia de manera anual con un 10 % de capitalización. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, usted deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Información. Encontrará los formularios de petición disponibles en el sitio web, donde dice Rent Adjustment Program Petition and Response Forms “Formularios de Petición y Respuesta del Programa de Ajustes en el Alquiler”.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza y Reglamentos de Desalojo por Causa Justa, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para obtener más información contacte a la oficina RAP.
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- El propietario tiene no tiene permitido establecer el alquiler inicial de esta unidad sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de N/A.

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

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usted pretende alquilar.

- Fumar (encierre en un círculo) ESTÁ o **NO ESTÁ** permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades en donde se permite fumar).
- (Encierre en un círculo) HAY o **NO HAY** un área designada al aire libre para fumar. Se encuentra en NA.

Recibí una copia de este aviso el 7/13/2022 (Fecha) _____ (Firma del inquilino)

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- 業主 得以 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金, 則前任房客遷出後生效的租金是 N/A。

針對租客的吸煙政策聲明

- 住房單位 472 Douglas Ave (您有意承租的單位) 「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位 「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243

(510) 238-3721

CA Relay Service 711

www.oaklandca.gov/RAP



CITY OF OAKLAND

- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 NA。

我於 7/13/2022 收到本通知書 _____
(日期) (租客簽名)

本份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 414 Douglas Ave the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022
(Date)

(Tenant’s signature)

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

AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland tiene un Programa de Ajustes en el Alquiler (“RAP”) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para obtener más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1.º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o para todo aumento del alquiler “guardado” que esté permitido. Estos incluyen, entre otros, mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el aumento máximo que cambia de manera anual con un 10 % de capitalización. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, usted deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Información. Encontrará los formularios de petición disponibles en el sitio web, donde dice Rent Adjustment Program Petition and Response Forms “Formularios de Petición y Respuesta del Programa de Ajustes en el Alquiler”.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza y Reglamentos de Desalojo por Causa Justa, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para obtener más información contacte a la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Ajustes en el Alquiler por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la parte de la tarifa que correspondería al inquilino.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, “TPO”) para impedir el comportamiento abusivo por parte de los propietarios y para ofrecer a los inquilinos recursos legales en instancias donde hayan sido víctimas de comportamiento abusivo por parte de los propietarios (O.M.C. 8.22.600).
- El propietario tiene no tiene permitido establecer el alquiler inicial de esta unidad sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de N/A.

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en la Unidad 474 Douglas Ave, la unidad que



usted pretende alquilar.

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades en donde se permite fumar).
- (Encierre en un círculo) HAY o NO HAY un área designada al aire libre para fumar. Se encuentra en N/A.

Recibí una copia de este aviso el 7/13/2022 (Fecha) _____ (Firma del inquilino)

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

住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整分部 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章) , 且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內, 請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起, 如果租金調漲幅度超出一般租金年漲幅 (「CPI 漲幅」) 或允許的「調整存放」漲幅, 業主就必須向 RAP 陳情。調漲原因可包括但不限於固定資產整修和營運支出增加。對於這些類型的租金調漲方案, 業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過每年最變動且最多 10% 的漲幅。如果不同意建議的租金調幅, 您有權對業主的陳情提出抗辯。
- **對租金調漲提出抗辯:** 您可以租金調漲違法或者住房服務縮為由, 向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯, (1) 且業主隨同這份「租客通知」一併提供租金調漲通知, 則您必須在收到租金調漲通知後九十 (90) 天內提出陳情; (2) 但業主未隨這份「租客通知」提供租金調漲通知, 則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知, 您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。若需要請願書表格, 可上網站 [Rent Adjustment Program Petition and Response Forms](#) (租金調整分部請願書和回應表格) 取得。
- 如果您對租金調漲有異議, 在提出陳情之前, 您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付, 您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊, 請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年會向業主收取每個出租單位的「租金分部服務費」 (Rent Program Service Fee)。若業主準時支付這筆費用, 就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為, 並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。
- 業主 得以 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金, 則前任房客遷出後生效的租金是 N/A 。

針對租客的吸煙政策聲明

- 住房單位 474 Douglas Ave (您有意承租的單位) 「允許」或「不允許」吸煙 (圈選一項)。
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屋崙 (奧克蘭) 市政府

租金調整分部

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243

(510) 238-3721

CA Relay Service 711

www.oaklandca.gov/RAP



- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 N/A。

我於 7/13/2022 收到本通知書 _____
(日期) (租客簽名)

本份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

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- The owner is is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was N/A.

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 468 Douglas Ave the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022
(Date)

[Signature]
(Tenant’s signature)

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2014 rent

Unit		468			472			474		
Year	% CPI	Rent	% increase	Banked CPI	Rent	% increase	Banked CPI	Rent	% increase	Banked CPI
2002	0.6									
2003	3.6									
2004	0.7									
2005	1.9							\$ 600.00	0.00	0.00
2006	3.3	\$ 600.00	0.00	0.00	\$ 600.00	0.00	0.00	\$ 600.00	0.00	3.30
2007	3.3	\$ 600.00	0.00	3.30	\$ 600.00	0.00	3.30	\$ 600.00	0.00	6.60
2008	3.2	\$ 600.00	0.00	6.50	\$ 600.00	0.00	6.50	\$ 600.00	0.00	9.80
2009	0.7	\$ 600.00	0.00	7.20	\$ 600.00	0.00	7.20	\$ 600.00	0.00	10.50
2010	2.7	\$ 600.00	0.00	9.90	\$ 600.00	0.00	9.90	\$ 600.00	0.00	13.20
2011	2	\$ 600.00	0.00	11.90	\$ 600.00	0.00	11.90	\$ 600.00	0.00	15.20
2012	3	\$ 600.00	0.00	14.90	\$ 600.00	0.00	14.90	\$ 600.00	0.00	18.20
2013	2.1	\$ 600.00	0.00	17.00	\$ 600.00	0.00	17.00	\$ 600.00	0.00	20.30
2014	1.9	\$ 600.00	0.00	18.90	\$ 600.00	0.00	18.90	\$ 600.00	0.00	22.20
2015	1.7	\$ 600.00	0.00	20.60	\$ 600.00	0.00	20.60	\$ 600.00	0.00	23.90
2016	2	\$ 600.00	0.00	22.60	\$ 600.00	0.00	22.60	\$ 600.00	0.00	25.90
2017	2.3	\$ 600.00	0.00	24.90	\$ 600.00	0.00	24.90	\$ 600.00	0.00	28.20
2018	3.4	\$ 600.00	0.00	28.30	\$ 600.00	0.00	28.30	\$ 600.00	0.00	31.60
2019	3.5	\$ 700.00	16.67	15.13	\$ 700.00	16.67	15.13	\$ 700.00	16.67	18.43
2020	2.7	\$ 750.00	7.14	10.69	\$ 750.00	7.14	10.69	\$ 750.00	7.14	13.99
2021	1.9	\$ 764.25	1.90	10.69	\$ 764.25	1.90	10.69	\$ 764.25	1.90	13.99
2022	3	\$ 787.18	3.00	10.69	\$ 787.18	3.00	10.69	\$ 787.18	3.00	13.99



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

Downloaded by
Carolina Brown
12/12/2020 1:32 PM EST

Tenant: Alejandro Reyes
Premises: 468 Douglas Ave, Oakland, CA 94603-2908

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

1. LEASE TERMS:

Received	1 Page
Buyer	Date
Buyer	Date

- A. If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: 06/2008
- C. Name of the current Landlord: Jerry Brown
- D. Name of the current Tenant: Alejandro Reyes
- E. Current monthly base rent: \$ 750, paid through: _____
- F. Security deposit: \$ 600 Other deposits: \$ _____
- G. Expiration date of current term: none

- H. Number and Location of Parking Spaces: 3, side of the house
- I. Number and Location of Storage Spaces: basement
- J. Who pays utilities services: Water: Landlord Tenant; Electric: Landlord Tenant; Gas: Landlord Tenant; Waste Disposal: Landlord Tenant; Gardener: Landlord Tenant; Sewer: Landlord Tenant; Other: WM Landlord Tenant;
- K. Who owns appliances: Stove: Landlord Tenant; Refrigerator: Landlord Tenant; Washer/Dryer: Landlord Tenant; Microwave: Landlord Tenant; Other: Boiler Landlord Tenant.

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

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

Date: DEC 12/02/20 Tenant: Alejandro Reyes
 Tenant: [Signature]
 By: _____ Title: _____
Signature: Jerry Brown 12/7/2020 1:32 PM EST
 Landlord or Manager

Receipt Acknowledged
Date: _____
By: _____ Title: _____

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TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)





CALIFORNIA
ASSOCIATION
OF REALTORS®

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

DocuSign
12/12/2020 1:31:27 PM EST

Tenant: Marcos Rios Valdez
Premises: 468 Douglas Ave, Oakland, CA 94609-2900 472 Douglas Ave

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

1. LEASE TERMS:

Received	1 Page
Buyer	Date
Buyer	Date

- A. If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: _____
- C. Name of the current Landlord: _____
- D. Name of the current Tenant: _____
- E. Current monthly base rent: \$ 1k, paid through: _____
- F. Security deposit: \$ 500 Other deposits: \$ _____
- G. Expiration date of current term: _____
- H. Number and Location of Parking Spaces: 2
- I. Number and Location of Storage Spaces: 1
- J. Who pays utilities services: Water: Landlord Tenant; Electric: Landlord Tenant; Gas: Landlord Tenant; Waste Disposal: Landlord Tenant; Gardener: Landlord Tenant; Sewer: Landlord Tenant; Other: Flooring/paint Landlord Tenant.
- K. Who owns appliances: Stove: Landlord Tenant; Refrigerator: Landlord Tenant; Washer/Dryer: Landlord Tenant; Microwave: Landlord Tenant; Other: _____

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

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

Date: 12/03/20

Tenant

Tenant

By Title _____
Landlord or Manager

Receipt Acknowledged
Date: _____

By _____ Title _____

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525 South Virgil Avenue, Los Angeles, California 90020

TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

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

Tenant: Salvador Maldonado
Premises: 474 Douglas Ave Oakland CA 94603

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

1. LEASE TERMS:

- A. () If checked) A copy of the Lease is attached hereto.
B. Date of the Lease:
C. Name of the current Landlord:
D. Name of the current Tenant: Salvador Maldonado
E. Current monthly base rent: \$ 750, paid through:
F. Security deposit: \$ 4000 Other deposits: \$
G. Expiration date of current term:

Received 1 Page
Buyer Date
Buyer Date

- H. Number and Location of Parking Spaces: 2
I. Number and Location of Storage Spaces: 1
J. Who pays utilities services: Water: () Landlord (x) Tenant; Electric: () Landlord (x) Tenant; Gas: () Landlord (x) Tenant; Waste Disposal: (x) Landlord () Tenant; Gardener: () Landlord (x) Tenant; Sewer: () Landlord (x) Tenant; Other:
K. Who owns appliances: Stove: () Landlord (x) Tenant; Refrigerator: () Landlord (x) Tenant; Washer/Dryer: () Landlord (x) Tenant; Microwave: () Landlord (x) Tenant; Other: Floor painting () Landlord (x) Tenant.

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

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

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

Date: 12/03/2020 Salvador Maldonado Barajas
Tenant
Marina Guadalupe Huerta
Tenant

By Title
Jere Brown
12/7/2020 | 3:28 PM EST
Jere Brown

Receipt Acknowledged

Date:
By Title

© 1990-2011, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)



2014 property tax

Property tax payment for 2014

Fiscal year	Type of assessment	Due in 2013	Due in 2014	Due in 2015	Paid fee	Paid date	Total payment
7/1/2013-6/30/2014	Secured	\$1,058.42	<i>\$1,058.42</i>			3/20/2014	<i>\$1,058.42</i>
7/1/2014-6/30/2015	Secured		<i>\$1,089.98</i>	\$1,089.98		11/26/2014	<i>\$1,089.98</i>
Total property tax payment for 2014							\$2,148.40

2013-2014

INTERNET COPY

For Fiscal Year Beginning July 1, 2013 and Ending June 30, 2014

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612

Table with 4 columns: Parcel Number, Tracer Number, Tax-Rate Area, Special Handling

Location of Property
468 DOUGLAS AVE, OAKLAND
Assessed to on January 1, 2013

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

THIS IS NOT AN OFFICIAL BILL

Table with 3 columns: Taxing Agency, Tax Rate, Ad Valorem Tax

Table with 3 columns: Description, Phone, Amount

Table with 4 columns: Description, Full Valuation, x Tax Rate, = Tax Amount

Please Read Important Messages

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

SECOND INSTALLMENT PAYMENT, 2013-2014

2

INTERNET COPY

PARCEL NO. 45-5364-11
TRACER NO. 09873300

THIS AMOUNT DUE FEB 1, 2014 ==> PAID \$ 1,058.42



After APRIL 10, 2014 pay

(Includes delinquent penalty of 10% and \$10.00 cost)

PAID MAR 20, 2014

FIRST INSTALLMENT PAYMENT, 2013-2014

1

INTERNET COPY

PARCEL NO. 45-5364-11
TRACER NO. 09873300

THIS AMOUNT DUE NOV 1, 2013 ==> PAID \$ 1,058.42



After DECEMBER 10, 2013 pay

(Includes delinquent penalty of 10%)

PAID NOV 5, 2013

ECheck is free of charge; Accepted through June 30, 2014 @http://www.acgov.org/propertytax/.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @http://www.acgov.org/propertytax/.

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

This bill is as of May 12, 2022 5:42 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

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

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

000044

8

Total Additional Fixed Charges and/or Special Assessments		

1. Property Assessment and Attachment of Tax Lien: The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.

(a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.

(b) Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.

2. Your Tax Collector does not determine the amount you pay in taxes. Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.

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

3. The Total Amount Due is payable in two installments:

(a) The 1st installment is due on **NOVEMBER 1, 2013** and is delinquent at 5 p.m. **DECEMBER 10, 2013** after which a 10% penalty attaches.

(b) The 2nd installment is due on **FEBRUARY 1, 2014** and is delinquent at 5 p.m. **APRIL 10, 2014** after which a 10% penalty and \$10 cost attach.

(c) In order to pay both installments at the same time, remit the **TOTAL AMOUNT DUE** with both installment payment stubs by **DECEMBER 10, 2013**.

(d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.

4. If the amount due is unpaid at 5 p.m. June 30, 2014, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

**SEND THIS STUB WITH YOUR 2nd
INSTALLMENT PAYMENT**
Due: FEBRUARY 1, 2014
Delinquent: 5 p.m., APRIL 10, 2014

- 5. Full Value Exemption Legend:**
- | | |
|--------------------------|----------------------------|
| C- Church | D- Welfare/Hospital |
| G- Cemetery | H- Homeowner |
| M- Miscellaneous | R- Religious |
| S- Public School | V- Veteran |
| W- Welfare/Others | X- Combination |

Do Not Use This Stub After June 30, 2014
2nd INSTALLMENT PAYMENT CANNOT BE
ACCEPTED UNLESS 1st INSTALLMENT IS PAID

6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2013, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2013. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

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

8. Property Tax Assistance for Senior Citizens, Blind, or Disabled Persons: The state budget does not include funding for the Gonsalves-Deukmejian-Petris Senior Citizens Property Tax Assistance Law. Therefore the Franchise Tax Board (FTB) will **not** issue Homeowner and Renter Assistance (HRA) Program instruction booklets and will not accept HRA claims. For the most current information on the HRA Program, go to ftb.ca.gov and search for **HRA**.

**SEND THIS STUB WITH YOUR 1st
INSTALLMENT PAYMENT**
Due: NOVEMBER 1, 2013
Delinquent: 5 p.m., DECEMBER 10, 2013

9. Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons: Chapter 4, Statutes of 2009, suspended the Senior Citizens' Property Tax Deferral Program effective February 20, 2009. As a result of the program suspension, the State Controller no longer accepts applications for property tax postponement. For the most current information on the Property Tax Postponement program please visit the Controller's website at sco.ca.gov (Public Services).

2014-2015 INTERNET COPY

For Fiscal Year Beginning **July 1, 2014 and Ending June 30, 2015**

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	09886500	17-032	

Location of Property
468 DOUGLAS AVE, OAKLAND
Assessed to on January 1, 2014

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

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	492.01
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	0.2042 %	100.46
SCHOOL UNIFIED	0.1745 %	85.86
SCHOOL COMM COLL	0.0412 %	20.27
BAY AREA RAPID TRANSIT	0.0045 %	2.21
EAST BAY REGIONAL PARK	0.0085 %	4.18
EBMUD SPEC DIST 1	0.0047 %	2.31
TOTAL AD VALOREM TAX (AV TAX)	1.4376 %	707.30

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	800-273-5167	3.50
CSA PARAMEDIC	800-441-8280	87.14
CSA VECTOR CONTROL	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-3704	26.52
CITY PARAMEDIC SRV	510-238-3704	21.10
CSA LEAD ABATEMENT	510-567-8280	30.00
SCHOOL MEASURE G	510-879-8884	195.00
PERALTA CCD MEAS B	800-792-8021	48.00
VIOLENCE PREV TAX	510-238-3704	204.44
FLOOD BENEFIT 12	510-670-5762	16.00
HAZ WASTE PROGRAM	877-786-7927	28.64
CSA VECTOR CNTRL B	800-273-5167	5.62
MOSQUITO ASSESS 2	800-273-5167	3.44
AC TRANSIT MEAS VV	877-299-1190	96.00
CITY LIBRARY SERV	510-238-3704	191.70
EBMUD WETWEATHER	510-287-1852	268.02
EAST BAY TRAIL LLD	800-676-7516	8.16
EBRP PARK SAFETY/M	800-676-7516	24.84
CITY LANDSCP/LIGHT	510-238-3704	200.14
Total Fixed Charges and/or Special Assessments		1,472.66

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	10,800		
FIXTURES	38,401		
TOTAL REAL PROPERTY	49,201		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	49,201	1.4376 %	707.30
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
TOTAL AD VALOREM TAX	49,201	1.4376 %	707.30
Ad Valorem Tax plus Special Assessments			2,179.96
First Installment	Second Installment	Total Amount Due	
PAID \$ 1,089.98	PAID \$ 1,089.98	\$ 2,179.96	

Please Read Important Messages

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

SECOND INSTALLMENT PAYMENT, 2014-2015

2

INTERNET COPY

PARCEL NO. 45-5364-11
TRACER NO. 09886500

THIS AMOUNT DUE FEB 1, 2015 ==> PAID \$ 1,089.98



After APRIL 10, 2015 pay

(Includes delinquent penalty of 10% and \$10.00 cost)

PAID MAR 13, 2015

FIRST INSTALLMENT PAYMENT, 2014-2015

1

INTERNET COPY

PARCEL NO. 45-5364-11
TRACER NO. 09886500

THIS AMOUNT DUE NOV 1, 2014 ==> PAID \$ 1,089.98



After DECEMBER 10, 2014 pay

(Includes delinquent penalty of 10%)

PAID NOV 26, 2014

ECheck is free of charge; Accepted through June 30, 2015 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @<http://www.acgov.org/mobile/apps/> through June 30, 2015. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

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

This bill is as of May 12, 2022 5:43 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

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

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

000046 10

Total Additional Fixed Charges and/or Special Assessments		

- 1. Property Assessment and Attachment of Tax Lien:** The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
- (a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
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- 2. Your Tax Collector does not determine the amount you pay in taxes.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- 3. The Total Amount Due is payable in two installments:**
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- New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT

Due: FEBRUARY 1, 2015
Delinquent: 5 p.m., APRIL 10, 2015

Do Not Use This Stub After June 30, 2015
2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT

Due: NOVEMBER 1, 2014
Delinquent: 5 p.m., DECEMBER 10, 2014

Do Not Use This Stub After June 30, 2015
TO PAY BOTH INSTALLMENTS SEND **BOTH** STUBS

5. Full Value Exemption Legend:

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

6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2014, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2014. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

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

2014 business tax license

Estimated business tax license in 2014

Tax calculation	Input	Amount
2021 gross receipts	\$21,600	\$301.32
BT SB1186 (AB1379)		\$4.00
BT recordation and tax		\$4.50
Rent Adjustment Program (RAP) calculation		
a. Total # units per Alameda country records	3	\$303.00
Total due		\$612.82

2021 rent

2021 rent

Rent	Unit 468	Unit 472	Unit 474
2/11-2/28	\$500	\$500	\$500
Mar	\$750	\$750	\$750
Apr	\$750	\$750	\$750
May	\$750	\$750	\$750
June	\$750	\$750	\$750
July	\$750	\$750	\$750
August	\$750	\$750	\$750
September	\$750	\$750	\$750
October	\$764.25	\$764.25	\$764.25
November	\$764.25	\$764.25	\$764.25
December	\$764.25	\$764.25	\$764.25
Total	\$8,042.75	\$8,042.75	\$8,042.75
Total 3 units	\$24,128.25		

Placer Title Company


883 G Island Drive
Alameda, CA 94502
(510) 865-4192

File Number: **P-451492**
Loan Number: **83372946**
Loan Amount: **\$318,750.00**
Sales Price: **\$425,000.00**
Close Date: **2/11/2021**
Disbursement Date: **2/11/2021**
Date Prepared: **2/11/2021 1:06:19 PM**

BUYER(S) FINAL CLOSING STATEMENT

Type: **Sale**
Property: **468 DOUGLAS AVENUE
OAKLAND, CA 94603 (ALAMEDA)
(045-5364-011)**

Certified True and Correct Copy


Placer Title Company

Buyer(s): **ABBY SUKARTO, ASTRUSTEE OF THE ABBY SUKARTO TRUST DATED JANUARY
22, 2021
2000 Broadway
Suite 813
San Francisco, CA 94115**

Lender: **HomeBridge Financial Services, Inc. ISAOA/ATIMA
194 Wood Ave South, 9th Floor, Iselin, NJ 08830**

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$425,000.00	
Deposit or Earnest Money from Abby Sukarto, as Trustee of the Abby Sukarto Trust dated January 22, 2021			\$12,750.00
Closing costs			\$5,000.00
funds to close from Abby Sukarto, as Trustee of the Abby Sukarto Trust dated January 22, 2021			\$99,098.04
Prorations			
2nd installment 2020-2021 property taxes 1/1/2021 to 2/11/2021 @ \$1,479.11/Six Months			\$328.69
Rent Received by Seller for February for 468 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 472 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 474 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Security Deposit for 472			\$500.00
Security Deposit for 474			\$500.00
Security Deposit for 468			\$600.00
New Loans			
Loan Amount			\$318,750.00
0.5000% of Loan Amount (Points)		\$1,593.75	
(POCB) Appraisal Fee to Apple Appraisal	\$875.00		
Credit Report to Factual Data		\$60.00	
Tax Service to Corelogic		\$70.00	
Flood Certification to ServiceLink National Flood		\$6.25	
Prepaid Interest (\$31.6600 per day from 2/10/2021 to 3/1/2021)		\$601.54	
Homeowner's Insurance Premium to Foremost County Mutual		\$1,190.00	
Underwriting Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$695.00	
Processing Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$895.00	
Title Charges			
Title - Lender's coverage \$318,750.00 Premium \$671.00 to Placer Title Company		\$671.00	
Title - Owner's Title Insurance \$425,000.00 Premium \$1,298.00 to Placer Title Company		\$1,298.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$1,105.00 to Placer Title Company		\$1,105.00	
Title - Signing Service to Sandra Schuitema		\$175.00	
Title - Recording Service Fee to SYNREGO		\$18.00	

Government Recording and Transfer Charges			
City Deed Tax/Stamps \$6,375.00 to City of Oakland		\$3,187.50	
Recording fees: Deed \$17.00		\$17.00	
Mortgage \$84.00		\$84.00	
Additional Settlement Charges			
2nd install 2020-2021 Taxes to be paid to Treasurer Tax Collector, Alameda County		\$1,479.11	
TC fee to Rainbow		\$500.00	
Totals		\$438,671.15	\$439,026.73

Balance Due TO Borrower: \$355.58

Proceeds paid as:
\$355.58 to Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021

**THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT
(Properties Exempt from AB 1482)**

TO: Alfonso Reyes
All Residents (tenants and subtenants) in possession (full name) and all others in possession
 of the premises located at:

488 Douglas Ave, Unit # (if applicable) _____
(Street Address)
Oakland, CA 94603
(City) (Zip)

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 10/1/2021, whichever is later, your monthly rent which is payable in advance on or before the 5th
(Date)

day of each month, will be the sum of \$ 764.25, instead of \$ 750.00, the current monthly rent.
(1.9% CPI)
 Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

[Signature] by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

8/23/2021
Date

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23rd day of Aug (month), 2021 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence
 Place of Mailing: Richmond, CA Date of Mailing: 8/23/2021

BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: _____

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

Executed this 23rd day of August (month), 2021 (year), in Richmond (city), CA (state).

Alfonso Reyes _____
Name of Declarant (Print) (Signature of Declarant)

**THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT
(Properties Exempt from AB 1482)**

TO: Marcos Ros Valdez
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

472 Douglas Ave, Unit # (if applicable) _____
(Street Address)

Oakland, CA 94603
(City) (Zip)

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 10/1/2021, whichever is later, your monthly rent which is payable in advance on or before the 5th (Date)

day of each month, will be the sum of \$ 764.25 (1.9% CPI), instead of \$ 750.00, the current monthly rent.

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

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

[Signature] by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

8/23/2021
Date

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23rd day of August (month), 2021 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

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Place of Mailing: Richmond, CA Date of Mailing: 8/23/2021

BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: _____

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

Executed this 23rd day of August (month), 2021 (year), in Richmond (city), CA (state).

Abby Siberto _____
Name of Declarant (Print) (Signature of Declarant)



**THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT
(Properties Exempt from AB 1482)**

TO: Salvador Maldonado
All Residents (tenants and subtenants) in possession (full name) and all others in possession
of the premises located at:

474 Douglas Ave, Unit # (if applicable) _____
(Street Address)
Oakland, CA 94603
(City) (Zip)

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 10/1/2021, whichever is later, your monthly rent which is payable in advance on or before the 5th day of each month, will be the sum of \$ 764.25, instead of \$ 750.00, the current monthly rent. (1.9% CPI)
Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.
Abby Subento by _____, Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)
8/23/2021
Date

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23rd day of Aug (month), 2021 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

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Executed this 23rd day of Aug (month), 2021 (year), in Richmond (city), CA (state).
Abby Subento Abby Subento
Name of Declarant (Print) (Signature of Declarant)



Unauthorized Reproduction of
Blank Forms is Illegal.



2021 garbage fee



INVOICE

To view your Insert
Click the link below:
[INSERT1](#)

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

24-50271-03007
ABBY SUKARPO
APR-MAY-JUN SERVICE
04/01/2021
3471420-2216-4

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:
(510) 613-8710

Your Payment Is Due

Due Upon Receipt

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

Your Total Due

\$220.46

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
0.00		0.00		0.00		220.46		220.46

IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and processing of payments. You have certain rights regarding your personal information under California law. To learn more about your rights, visit wm.com/privacy or call us at 1-855-782-6445.

The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit wm.com/alerts.

WASTE MANAGEMENT OBSERVES THE FOLLOWING HOLIDAYS: New Year's Day, Thanksgiving and Christmas. If your collection day falls on the holiday or after, your service will be one day late.

Manage your account and pay your bill online or on your iPhone or Android. More at wm.com/GoMobile.

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.
172 98TH AVENUE
OAKLAND, CA 94603
(510) 613-8710
(510) 562-2854 FAX
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
04/01/2021	3471420-2216-4	24-50271-03007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$220.46	

2216000245027103007034714200000002204600000022046 6

I2216R17

ABBY SUKARPO
468 DOUGLAS AVE
OAKLAND CA 94603-2908

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 541008
LOS ANGELES, CA 90054-1008

THINK GREEN.






0000589 Printed on recycled paper.

DETAILS OF SERVICE

Details for Service Location: **Sukarpo, Abby, 468 Douglas Ave, Oakland CA 94603-2908** **Customer ID: 24-50271-03007**

Description	Date	Ticket	Quantity	Amount
Prorate Auto ///NEW SERVICE	02/21/21		1.00	66.65
64 Gallon Cart Service - Organics	04/01/21		1.00	0.00
35 Gallon Cart Service	04/01/21		1.00	153.81
Total Current Charges				220.46

5 EASY WAYS TO PAY


-  **Automatic Payment**
Set up recurring payments with us at wm.com/myaccount.
-  **Pay Through Your Financial Institution**
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**
At your desk or on the go, use wm.com or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail it**
Write it, stuff it, stamp it, mail it. Envelope provided.

HOW TO READ YOUR INVOICE

How To Contact Us

Visit wm.com

To set up your online profile, sign up for paperless billing, manage your account, view holidays schedules, pay your bill or schedule a pickup.

 Customer Service
(866) 909-4458

Your Payment Is Due

August 19, 2017

If full payment of the invoiced amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge of \$5.00, or such lesser late charge allowed under applicable law, regulation or contract.

Your Total Due

\$124.73

If payment is received after 08/19/2017: **\$126.60**


See reverse for important messages.

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
7.12		(97.12)		0.00		124.73		124.73

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-82290-00885
PO Numbers: 45693

Description	Date	Ticket	Quantity	Amount
96 Toter	07/01/17		1.00	90.00
96 Toter Recycle	07/01/17		1.00	0.00
Extr Help Service	07/01/17	5934	1.00	15.00
Extr Environmental Charge				19.73
Total Current Charges				124.73

- 1** States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
- 2** Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3** Service location details the total current charges of this invoice.



Automatic Payments

Don't worry about missing bills or payments. With AutoPay, you can set it once and let us do the rest.

Get started by visiting wm.com/autopay

CHECK HERE TO CHANGE CONTACT INFO

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

If I enroll in Automatic Payment services, I authorize Waste Management to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying Waste Management at wm.com or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email Address	
Date	
Bank Account Holder Signature	

NOTICE: By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to RMCbankruptcy@wm.com or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



INVOICE

To view your Insert
Click the link below:
[INSERT1](#)

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

24-50271-03007
ABBY SUKARPO
JUL-AUG-SEP SERVICE
07/01/2021
3597683-2216-6

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:
(510) 613-8710

Your Payment Is Due

Due Upon Receipt

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

Your Total Due

\$157.08

Previous Balance	220.46	+	Payments	(220.46)	+	Adjustments	0.00	+	Current Invoice Charges	157.08	=	Total Account Balance Due	157.08
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IMPORTANT MESSAGES

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Manage your account and pay your bill online or on your iPhone or Android. More at wm.com/GoMobile.

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.
172 98TH AVENUE
OAKLAND, CA 94603
(510) 613-8710
(510) 562-2854 FAX
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
07/01/2021	3597683-2216-6	24-50271-03007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$157.08	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$157.08.

2216000245027103007035976830000001570800000015708 5

I2216R34

ABBY SUKARPO
468 DOUGLAS AVE
OAKLAND CA 94603-2908

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 541008
LOS ANGELES, CA 90054-1008

THINK GREEN.

0000611 Printed on recycled paper.

DETAILS OF SERVICE

Details for Service Location:
Sukarpo, Abby, 468 Douglas Ave, Oakland CA 94603-2908

Customer ID: 24-50271-03007

Description	Date	Ticket	Quantity	Amount
64 Gallon Cart Service - Organics	07/01/21		1.00	0.00
35 Gallon Cart Service	07/01/21		1.00	157.08
Total Current Charges				157.08

5 EASY WAYS TO PAY



Automatic Payment
 Set up recurring payments with us at wm.com/myaccount.



Pay Through Your Financial Institution
 Make a payment from your financial institution using your Customer ID.



One-Time Payment
 At your desk or on the go, use wm.com or our WM mobile app for a quick and easy payment.



Pay by Phone
 Payable 24/7 using our automated system at 866-964-2729.



Mail it
 Write it, stuff it, stamp it, mail it. Envelope provided.

HOW TO READ YOUR INVOICE

How To Contact Us	Your Payment Is Due	Your Total Due																														
<p>Visit wm.com</p> <p>To set up your online profile, sign up for paperless billing, manage your account, view holidays schedules, pay your bill or schedule a pickup.</p> <p> Customer Service (866) 909-4458</p>	<p>August 19, 2017</p> <p>If full payment of the invoiced amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge of \$5.00, or such lesser late charge allowed under applicable law, regulation or contract.</p>	<p>\$124.73</p> <p>If payment is received after 08/19/2017: \$126.60</p> <p>See reverse for important messages.</p>																														
<table border="1"> <thead> <tr> <th>Previous Balance</th> <th>Payments</th> <th>Adjustments</th> <th>Current Charges</th> <th>Total Due</th> </tr> </thead> <tbody> <tr> <td>7.12</td> <td>(97.12)</td> <td>0.00</td> <td>124.73</td> <td>124.73</td> </tr> </tbody> </table>			Previous Balance	Payments	Adjustments	Current Charges	Total Due	7.12	(97.12)	0.00	124.73	124.73																				
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7.12	(97.12)	0.00	124.73	124.73																												
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List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

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Email Address	
Date	
Bank Account Holder Signature	

NOTICE: By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to RMCbankruptcy@wm.com or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



INVOICE

To view your Insert
Click the link below:
[INSERT1](#)

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

24-50271-03007
ABBY SUKARPO
OCT-NOV-DEC SERVICE
10/01/2021
3712023-2216-5

How To Contact Us

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Customer Service:
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\$157.08

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157.08		(157.08)		0.00		157.08		157.08

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Waste Management
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.
172 98TH AVENUE
OAKLAND, CA 94603
(510) 613-8710
(510) 562-2854 FAX
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/01/2021	3712023-2216-5	24-50271-03007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$157.08	

*** DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED ***
Your credit card will be charged \$157.08.

2216000245027103007037120230000001570800000015708 4

I2216R51

ABBY SUKARPO
468 DOUGLAS AVE
OAKLAND CA 94603-2908

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 541008
LOS ANGELES, CA 90054-1008






THINK GREEN.

000163



DETAILS OF SERVICE				
Details for Service Location: Sukarpo, Abby, 468 Douglas Ave, Oakland CA 94603-2908			Customer ID: 24-50271-03007	
Description	Date	Ticket	Quantity	Amount
64 Gallon Cart Service - Organics	10/01/21		1.00	0.00
35 Gallon Cart Service	10/01/21		1.00	157.08
Total Current Charges				157.08

5 EASY WAYS TO PAY


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-  **Pay Through Your Financial Institution**
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**
At your desk or on the go, use wm.com or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail it**
Write it, stuff it, stamp it, mail it. Envelope provided.

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Customer Service
(866) 909-4458

Your Payment Is Due

August 19, 2017

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Your Total Due

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1 If payment is received after 08/19/2017: **\$126.60**

See reverse for important messages.

2 Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
7.12		(97.12)		0.00		124.73		124.73

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-82290-00885
PO Numbers: 45693

Description	Date	Ticket	Quantity	Amount
96 Gallon Cart	07/01/17		1.00	90.00
96 Gallon Cart Recycle	07/01/17		1.00	0.00
Extra Pickup Service	07/01/17	5934	1.00	15.00
Field/Environmental Charge				19.73
Total Current Charges				124.73

- 1** States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
- 2** Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3** Service location details the total current charges of this invoice.



Get More with My WM

Create a My WM profile to enroll in AutoPay & Paperless Billing, manage your services, view your pickup schedule and see your pickup ETA, all in one place.



Scan the QR code to get started today!

CHECK HERE TO CHANGE CONTACT INFO

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

If I enroll in Automatic Payment services, I authorize Waste Management to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying Waste Management at wm.com or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email Address	
Date	
Bank Account Holder Signature	

NOTICE: By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to RMCbankruptcy@wm.com or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)

2021 insurance



FOREMOST
INSURANCE COMPANY
GRAND RAPIDS, MICHIGAN

**FOREMOST BASICS™
DECLARATIONS PAGE**

Home Office
5600 Beech Tree Lane
P.O. Box 2450
Caledonia, Michigan 49316

AMENDED DECLARATION * EFFECTIVE 04/06/21
SUPERSEDES ANY PREVIOUS DECLARATION PAGE BEARING
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD.

REASONS FOR CHANGE FOLLOW:

- AN ADDITIONAL INTEREST WAS ADDED
- UNDERWRITING INFORMATION HAS CHANGED

POLICY NUMBER: 381-5004948772-01

RENEWAL OF:

POLICY PERIOD BEGINNING 02/09/21 **ENDING** 02/09/22 12:01 A.M. STANDARD TIME

YOU AS NAMED INSURED AND YOUR ADDRESS

ABBY SUKARTO
APT 813
2000 BROADWAY ST
SAN FRANCISCO CA 94115-1572

YOUR POLICY IS SERVICED BY

HIPPO INSURANCE SERVICES
C/O FX INS AGY LLC-SERVICING
PO BOX 3758
GRAND RAPIDS MI 49501-3758

AGENCY CODE:
040512002

TELEPHONE:
1-877-692-4497

COVERAGES: Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.

AGGREGATE LIMIT: If your Declarations Page indicates SECTION II COVERAGES, the most we will pay in any one Policy Period for any one insured Location for Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

LOCATION # 1

IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	468 DOUGLAS AVE OAKLAND CA 94603-2908		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	3	PROT. CLASS:	2
OCCUPANCY:	RENTAL	RESP. FIRE DEPT.:	OAKLAND FS 20
HYDRANT:	WITHIN 1,000 FEET	COUNTY:	ALAMEDA
FIRE DEPT.:	WITHIN 5 MILES	YR. BUILT:	1944
		FORM:	DF3

MORTGAGEE #1

LOAN NO.: 0133568212
HOMEBRIDGE FINANCIAL SERVICES
INC ISAOA ATIMA % CENLAR
PO BOX 202028
FLORENCE SC 29502-2028

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$ 530,000		\$ 1,048.00
C. PERSONAL PROPERTY	\$ 3,000		INCLUDED
D. LOSS OF RENTS (1/12 PER MONTH)	\$ 53,000		INCLUDED

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$2,500 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$ 300,000 EA ACCIDENT		INCLUDED
G. MEDICAL PAYMENTS	\$ 1,000 EA PERSON		INCLUDED
	\$ 10,000 EA ACCIDENT		

FORMS/ENDORSEMENTS THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11103 07/10 REDUCTION IN COV WHEN VACANT/UNOCC.		
11003 03/06 DWELLING FIRE THREE - LANDLORD		
11287 02/20 REQUIRED STATE CHANGE - CALIFORNIA		
11186 02/09 OTHER STRUCTURES ADDL AMOUNT OF INS	\$	10.00
11162 01/19 REPL COST-DWELL ORDINANCE/LAW		INCLUDED
11037 03/06 WATER BACKUP OF SEWERS OR DRAINS	\$	75.00
11167 02/09 PLATINUM ENDORSEMENT		INCLUDED
11095 05/06 LANDLORD PERSONAL INJURY LIAB COV		INCLUDED
4094 03/06 CERTIFICATE HOLDER		INCLUDED

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
AGE OF HOME	\$	20.00
CLAIMS FREE DISCOUNT	\$	-7.00
3-FAMILY SURCHARGE	\$	104.00
PLATINUM PACKAGE DISCOUNT	\$	-139.00
TENANT SCREENING DISCOUNT	\$	-14.00

COPY

LOCATION # 1 Annual Premium \$ 1,097.00

LOCATION # 1 Additional Premium \$ 0.00

TOTAL ANNUAL POLICY PREMIUM \$ 1,097.00

ADDITIONAL PREMIUM RESULTING FROM THIS CHANGE \$ 0.00

MINIMUM EARNED PREMIUM \$100

STATE REQUIRED MESSAGE(S)

THIS POLICY DOES NOT INCLUDE BUILDING UPGRADE COVERAGE UNLESS UNDER THE FORMS/ENDORSEMENT SECTION IT SHOWS ORDINANCE OR LAW.

EARTHQUAKE COVERAGE NOT INCLUDED.

THE LIMIT OF LIABILITY FOR THIS STRUCTURE (COVERAGE A) IS BASED ON AN ESTIMATE OF THE COST TO REBUILD YOUR HOME, INCLUDING AN APPROXIMATE COST FOR LABOR AND MATERIALS IN YOUR AREA, AND SPECIFIC INFORMATION THAT YOU HAVE PROVIDED ABOUT YOUR HOME.

2021 repair

Bathroom repair:

Labor (1 st payment)	= \$2,655.00
Labor (2 nd payment)	= \$3,160.00
Materials	= \$1,055.45

Total	= \$6,870.45

Maintenance:

Service call (3x @\$75.00)	= \$225.00

Total	= \$225.00

Total repair and maintenance= \$7095.45



Printed from Chase Personal Online

Date sent	Status	Recipient	Type	Amount
Apr 27, 2021	Completed	Barry- Bob Taft Worker "1st payment of the bathroom work on 468 Douglas Ave Oakland CA"	Real-time	\$2,655.00

We sent money from TOTAL CHECKING (...0905).

Mobile number 209-285-3205

Transaction number JPM585475627



Printed from Chase Personal Online

Date sent	Status	Recipient	Type	Amount
Apr 28, 2021	Completed	Barry "The remaining payment of bathroom work in 468 Douglas Ave, Oakland, CA"	Real-time	\$3,160.00

We sent money from TOTAL CHECKING (...0905).

Mobile number 209-285-3205

Transaction number JPM586075108



Customer Receipt

4/19/2021, 12:43 PM PST

Sales Person AQL55M

Store Phone # (510) 636-9600

Store # 0625

Location 1933 DAVIS ST, SAN LEANDRO, CA 94577

Customer Information

ABBY SUKARTO

(310) 808-7753

ABBY_SUKARTO@YAHOO.COM

ABBY SUKARTO

2000 BROADWAY ST

SAN FRANCISCO, CA 94115



Order # H0625-204213

Receipt # 0625 00097 55505

PO / Job Name douglus st oakland

Carryout

Runner Name
berry

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 NIBCO 1-1/2 in. ABS DWV 90-Degree Hub x Hub Long-Turn Elbow		188654	\$3.36 / each	1	\$3.36
02 MSI Woodland Dove Oak 7 in. x 48 in. Rigid Core Luxury Vinyl Plank Flooring (23.8 sq. ft. / case)		1004669158	\$49.74 / each	3	\$149.22
03 Delta Foundations Single-Handle 1-Spray Tub and Shower Faucet in Chrome (Valve Included)		149438	\$79.00 / each	1	\$79.00
04 Fernco 2 in. x 1-1/2 in. DWV Flexible PVC Coupling		687960	\$5.24 / each	1	\$5.24
05 Everbilt Easy Touch 1-1/2 in. Schedule 40 Black ABS Pipe Bath Waste and Overflow Drain in Chrome		224433	\$30.47 / each	1	\$30.47
06 FIRM GRIP Utility Large Multi Color Synthetic Leather Glove (3-Pair)		905999	\$9.88 / each	1	\$9.88
07 Lincoln Products 0 HP 2.5 GPM Self-Priming Siphon Pump		1002992439	\$8.98 / each	1	\$8.98
08 Charlotte Pipe 1-1/2 in. ABS DWV Hub x Hub Coupling		188239	\$0.98 / each	3	\$2.94
09 HDX 1/8 in. x 1/8 in. x 1/8 in. Square-Notch Economy Trowel		622955	\$3.98 / each	1	\$3.98
10 Liquid Nails 10 oz. Heavy Duty Construction Adhesive		515516	\$2.57 / each	4	\$10.28
11 Fernco 2 in. x 2 in. PVC DWV 90-Degree Mechanical Flexible Elbow		688142	\$8.38 / each	1	\$8.38
12 SharkBite 1/2 in. Push-to-Connect x MIP Brass Adapter Fitting		287419	\$6.85 / each	2	\$13.70
13 SharkBite 1/2 in. Push-to-Connect Brass Shower/Tub Installation Kit		1002621708	\$41.47 / each	1	\$41.47
14 Oatey 8 oz. Medium Black ABS Cement		888735	\$5.27 / each	1	\$5.27
15 Apollo 1/2 in. x 10 ft. Red PEX Pipe		471711	\$2.98 / each	1	\$2.98

000071

22



Customer Receipt

4/19/2021, 12:43 PM PST

Sales Person AQL55M

Store Phone # (510) 636-9600

Store # 0625

Location 1933 DAVIS ST, SAN LEANDRO, CA 94577

Order # H0625-204213

Receipt # 0625 00097 55505



Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
16 Apollo 1/2 in. x 10 ft. Blue PEX Pipe		471600	\$2.98 / each	1	\$2.98
17 Oatey 4 in. x 82 ft. Foam Closet Flange Wrap		582394	\$12.96 / each	1	\$12.96
18 Unbranded 21.5 oz. Lavender Sage Home Apothecary Antibacterial Hand Soap		1005404511	\$4.88 / each	1	\$4.88
19 Oatey 4 in. Cast Iron Closed Toilet Flange with Test Cap		1003308392	\$20.33 / each	1	\$20.33
20 NIBCO 1-1/2 in. ABS DWV 90 Degree Spigot x Hub Street Elbow		468398	\$3.12 / each	1	\$3.12
21 Mueller Streamline 1-1/2 in. ABS Hub x Hub P-Trap		232556	\$4.56 / each	1	\$4.56
22 VPC 1-1/2 in. x 24 in. Plastic ABS Pipe		372764	\$2.58 / each	3	\$7.74
23 Delta Classic 400 60. in W x 60 in. H Three Piece Direct-to-Stud Tub Surround in High Gloss White		1000027558	\$279.00 / each	1	\$279.00
24 Delta Classic 400 60 in. Left Drain Rectangular Alcove Bathtub in High Gloss White		1000027563	\$242.00 / each	1	\$242.00
25 3M Scotch 1.88 in. x 25 yds. Tough No Residue Painter's Duct Tape		930458	\$8.97 / each	1	\$8.97

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Payment Method Visa 6962 Charged \$1,055.45	Subtotal	\$961.69
	Discounts	-\$0.00
	Sales Tax	\$93.76
	Order Total	\$1,055.45

Take a short survey for a chance TO WIN A \$5,000 Home Depot Gift Card. Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. No Purchase necessary. See complete rules on www.homedepot.com/survey

User ID: GVM3 111924 111396

Password: 21219 111299

000072 **23**

ORDER CONFIRMATION
(This is not a Bill)

PLAN NUMBER:	30479365	DATE:	02/04/2021
INITIATING AGENT: (Selling Agent)	KERRI NASLUND-MONDAY KELLER WILLIAMS REALTY 4937 TELEGRAPH AVE STE A OAKLAND, CA 94609-2088 510.775.1079 510.409.4966 Cell kerri@mondayteamagents.com	COOPERATING AGENT:	
COVERED PROPERTY:	468 DOUGLAS AVE OAKLAND, CA 94603-2908	ORDERED:	02/04/2021
PROPERTY TYPE:	Triplex	Coverage Amount	
COVERAGE:	Ultimate Protection w/Kitchen Refrigerator		\$800.00
OPTIONAL COVERAGE:	Ultimate Protection		<i>included</i>
	Kitchen Refrigerator		<i>included</i>
		Total:	\$800.00
TRADE CALL FEE:	\$75.00		
CLOSING OFFICER/ATTORNEY:	TONYA HAMLET PLACER TITLE 883 ISLAND DR STE G ALAMEDA, CA 94502-6771 510.865.4192	FILE NUMBER:	P-451492
		ESTIMATED CLOSE:	02/08/2021
		ACTUAL CLOSE:	
HOME SELLER:		HOME BUYER:	ABBY SUKARTO

To ensure the home buyer receives their Declaration of Coverage promptly, please provide us with a mailing address if different than the covered property address:

Street: _____
City, State, Zip: _____

To update our records with any changes, please call: 800.445.6999, Fax: 877.445.6999, or [Just Hit Reply!](#)

Thank you for choosing Old Republic Home Protection

Old Republic Home Protection Co. Inc. | P.O.Box 5017 | San Ramon, California 94583
Application: 800.445.6999 | Service: 800.972.5985 | Fax: 800.866.2488
www.orhp.com



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[MY SERVICE REQUESTS](#)
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Homeowner Central » My Service Requests

Plan # 30-479-365
 468 DOUGLAS AVE
 OAKLAND, CA 94603-2908

- My Service Requests**
- Place a Service Request
- Pay Trade Call Fees
- Request a Cancellation

Service Requests

Date Service Request Placed	Service Provider	Service
04/05/2021 9:54 AM PST Work Order: 6630-5044 <ul style="list-style-type: none"> • Status: Complete • Detail: The Service Provider has submitted an invoice for this Work Order 	DOC'S PLUMBING (510) 792-1584	Plumbing Faucets / Fixtures
03/27/2021 2:54 PM PST Work Order: 6630-5044 <ul style="list-style-type: none"> • Status: Complete • Detail: ORHP considers Service Request complete <ul style="list-style-type: none"> ◦ Next Steps: Please contact ORHP if there are any questions or concerns 	DOC'S PLUMBING (510) 792-1584	Plumbing Pipe leak
03/17/2021 12:26 PM PST Work Order: 6625-1764 <ul style="list-style-type: none"> • Status: Complete • Detail: The Service Provider has submitted an invoice for this Work Order 	JC ELECTRICAL INC (925) 968-5656	Electrical Electric wiring

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2021 property tax

Property tax payment for 2021

Fiscal year	Type of assessment	Due in 2020	Due in 2021	Due in 2022	Paid fee	Paid date	Total payment
7/1/2020-6/30/2021	Secured	\$1,479.11	\$1,479.11			2/11/2021	\$1,150.42*
7/1/2020-6/30/2021	Supplemental			\$838.30	\$20.95	1/3/2022	\$859.25
				\$838.30	\$20.95	5/2/2022	\$859.25
7/1/2021-6/30/2022	Secured		\$1,500.83	\$1,500.83	\$37.52	12/9/2021	\$1,538.35
7/1/2021-6/30/2022	Supplemental			\$2,537.13	\$63.42	1/3/2022	\$2,600.55
				\$2,537.13			
Total property tax payment for 2021							\$7,007.82

*: (Prorated 2/11-6/30/2021= \$1,479.11-\$328.69= \$1150.42)

2020-2021 INTERNET COPY

For Fiscal Year Beginning **July 1, 2020** and Ending **June 30, 2021**

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

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

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	09989300	17-032	

Location of Property
468 DOUGLAS AVE, OAKLAND
Assessed to on January 1, 2020

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

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	551.49
VOTER APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0036 %	1.98
CITY OF OAKLAND 1	0.2012 %	110.96
SCHOOL UNIFIED	0.1084 %	59.78
SCHOOL COMM COLL	0.0452 %	24.93
BAY AREA RAPID TRANSIT	0.0139 %	7.67
EAST BAY REGIONAL PARK	0.0014 %	.77
TOTAL AD VALOREM TAX (AV TAX)	1.3737 %	757.58

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	3.50
CSA PARAMEDIC	925-867-3400	105.02
VEC CNTRL MSR A 84	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-2942	31.94
CITY PARAMEDIC SRV	510-238-2942	25.42
CSA LEAD ABATEMENT	510-567-8280	30.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASUREG1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	239.30
CITY LIBRARY SRV-D	510-238-2942	165.86
* 2020 OAK MEASURE Q	510-238-2942	303.24
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	16.00
HAZ WASTE PROGRAM	800-273-5167	19.92
VECTOR CNTRL ASMT	800-273-5167	7.00
MOSQUITO ASMT 2008	800-273-5167	3.44
EBRPD CFD NO A/C-3	888-512-0316	24.84
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	230.72
EBMUD WETWEATHER	866-403-2683	180.74
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		208.30
Total Fixed Charges and/or Special Assessments		2,200.64

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	12,106		
FIXTURES	43,043		
TOTAL REAL PROPERTY	55,149		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	55,149	1.3737 %	757.58
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
TOTAL AD VALOREM TAX	55,149	1.3737 %	757.58
Ad Valorem Tax plus Special Assessments			2,958.22
First Installment	Second Installment	Total Amount Due	
PAID \$ 1,479.11	PAID \$ 1,479.11	\$ 2,958.22	

Please Read Important Messages

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

SECOND INSTALLMENT PAYMENT, 2020-2021

2

INTERNET COPY

PARCEL NO. 45-5364-11
TRACER NO. 09989300

THIS AMOUNT DUE FEB 1, 2021 ==> PAID \$ 1,479.11



After APRIL 10, 2021 pay
(Includes delinquent penalty of 10% and \$10.00 cost)

PAID FEB 18, 2021

FIRST INSTALLMENT PAYMENT, 2020-2021

1

INTERNET COPY

PARCEL NO. 45-5364-11
TRACER NO. 09989300

THIS AMOUNT DUE NOV 1, 2020 ==> PAID \$ 1,479.11



After DECEMBER 10, 2020 pay
(Includes delinquent penalty of 10%)

PAID OCT 27, 2020

Please See Reverse For More Information

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

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

2020-2021 INTERNET COPY

For Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021

ALAMEDA COUNTY SUPPLEMENTAL PROPERTY TAX STATEMENT

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

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	79997400	17-032	

Location of Property
468 DOUGLAS AVE, OAKLAND

SUKARTO ABBY TR

MAILING ADDRESS NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

THIS IS NOT AN OFFICIAL BILL

Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	1,220.51
VOTER APPROVED DEBT SERVICE		
COUNTY GO BOND	0.0036 %	4.37
CITY OF OAKLAND 1	0.2012 %	245.57
SCHOOL UNIFIED	0.1084 %	132.30
SCHOOL COMM COLL	0.0452 %	55.17
BAY AREA RAPID TRANSIT	0.0139 %	16.97
EAST BAY REGIONAL PARK	0.0014 %	1.71
TOTAL	1.3737 %	1,676.60

Supplemental Value Computation Worksheet				
Description	New Value	- 2020-2021 Roll Value	- Prior Supp. Assessment	= Supplemental Assessment
LAND	127,500	12,106		115,394
IMPROVEMENTS	297,500	43,043		254,457
TOTAL	425,000	55,149		369,851
PLUS DISCONTINUED EXISTING EXEMPTION				
GROSS ASSESSMENT				369,851

Tax Computation Worksheet					
Description	Supplemental Assessment	x Tax Rate	= Tax Amount	x Pro Rate Factor	= Tax Due
GROSS ASSESSMENT & TAX	369,851	1.3737%	5,080.64	33.00%	1,676.60
NET ASSESSMENT & TAX	369,851	1.3737%	5,080.64	33.00%	1,676.60
TOTAL AMOUNT DUE					1,676.60

This supplemental property tax bill is IN ADDITION TO THE REGULAR PROPERTY TAX BILL. CHANGE OF OWNERSHIP FEBRUARY 11, 2021

Please Read Important Messages

- A fee of \$61.00 will be imposed on all returned or dishonored payments.
- This bill is as of May 2, 2022 4:38 PM and its accuracy may be affected by pending payments and corrections.
- Prior Notice Mailed by the Assessor 9/13/2021
- Subscribe to receive email alerts about important property tax dates
[@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/).
- Echecks accepted online through June 30
[@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/).
- Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online [@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/), mobile [@http://www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30. A convenience fee equal to 2.5% of the tax amount due will be add to your total payment.

SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

2

INTERNET COPY

PARCEL NO. 45-5364-11

TRACER NO. 79997400

THIS AMOUNT DUE MAY 2, 2022 ==>

PAID \$ 838.30



Pay this amount after MAY 2, 2022
(This includes delinquent penalty of 10% and \$10.00 cost)

PAID MAY 2, 2022

FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

1

INTERNET COPY

PARCEL NO. 45-5364-11

TRACER NO. 79997400

THIS AMOUNT DUE JAN 3, 2022 ==>

PAID \$ 838.30



Pay this amount after JANUARY 3, 2022
(This includes delinquent penalty of 10%)

PAID JAN 3, 2022

Supplemental Tax Payment Information

The TOTAL AMOUNT DUE is payable by two installments that must be paid by the dates indicated on the installment payment remittance stubs attached to this bill. If the taxes are not paid, a 10% delinquent penalty attaches at 5 p.m. of the date indicated on each installment stub. A \$10 cost also attaches when the second installment becomes delinquent. In addition to the 10% delinquent penalty and \$10 cost, it will be necessary to pay redemption penalties and a redemption fee from JULY 1, 2022.

Please remit payment of supplemental property tax bills by a separate check from regular property tax bill payments.

IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.

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

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

000078 **29**

2021-2022 INTERNET COPY

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

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

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

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	10036100	17-032	

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

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

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	557.20
VOTER APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0041 %	2.28
CITY OF OAKLAND 1	0.2011 %	112.05
SCHOOL UNIFIED	0.1202 %	66.98
SCHOOL COMM COLL	0.0407 %	22.68
BAY AREA RAPID TRANSIT	0.0060 %	3.34
EAST BAY REGIONAL PARK	0.0020 %	1.11
TOTAL AD VALOREM TAX (AV TAX)	1.3741 %	765.64

Please Read Important Messages

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

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

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

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

This bill is as of May 2, 2022 4:37 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

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

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

Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	3.50
CSA PARAMEDIC	925-867-3400	106.68
VEC CNTRL MSR A 84	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-2942	32.48
CITY PARAMEDIC SRV	510-238-2942	25.86
CSA LEAD ABATEMENT	510-567-8280	30.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASUREG1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	243.38
CITY LIBRARY SRV-D	510-238-2942	172.04
* 2020 OAK MEASURE Q	510-238-2942	314.54
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	16.00
HAZ WASTE PROGRAM	800-273-5167	19.92
VECTOR CNTRL ASMT	800-273-5167	7.00
MOSQUITO ASMT 2008	800-273-5167	3.44
EBRPD CFD NO A/C-3	888-512-0316	24.84
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	234.66
EBMUD WETWEATHER	866-403-2683	187.98
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		208.30
Total Fixed Charges and/or Special Assessments		2,236.02

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	12,231		
FIXTURES	43,489		
TOTAL REAL PROPERTY	55,720		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	55,720	1.3741 %	765.64
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
TOTAL AD VALOREM TAX	55,720	1.3741 %	765.64
Ad Valorem Tax plus Special Assessments			3,001.66
First Installment PAID	\$ 1,500.83	Second Installment PAID	\$ 1,500.83
		Total Amount Due	\$ 3,001.66

SECOND INSTALLMENT PAYMENT, 2021-2022

2 INTERNET COPY
PARCEL NO. 45-5364-11
TRACER NO. 10036100

THIS AMOUNT DUE FEB 1, 2022 ==>



After APRIL 10, 2022 pay
\$ 1,500.83
(Includes delinquent penalty of 10% and \$10.00 cost)

PAID APR 11, 2022

FIRST INSTALLMENT PAYMENT, 2021-2022

1 INTERNET COPY
PARCEL NO. 45-5364-11
TRACER NO. 10036100

THIS AMOUNT DUE NOV 1, 2021 ==> **PAID \$ 1,500.83**



After DECEMBER 10, 2021 pay
(Includes delinquent penalty of 10%)

PAID DEC 9, 2021

000079 **30**

2021-2022 INTERNET COPY

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

ALAMEDA COUNTY SUPPLEMENTAL PROPERTY TAX STATEMENT

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

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	79997300	17-032	

Location of Property
468 DOUGLAS AVE, OAKLAND

SUKARTO ABBY TR

MAILING ADDRESS NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	3,692.80
VOTER APPROVED DEBT SERVICE		
COUNTY GO BOND	0.0041 %	15.12
CITY OF OAKLAND 1	0.2011 %	742.62
SCHOOL UNIFIED	0.1202 %	443.87
SCHOOL COMM COLL	0.0407 %	150.30
BAY AREA RAPID TRANSIT	0.0060 %	22.16
EAST BAY REGIONAL PARK	0.0020 %	7.39
TOTAL	1.3741 %	5,074.26

Supplemental Value Computation Worksheet				
Description	New Value	- 2021-2022 Roll Value	- Prior Supp. Assessment	= Supplemental Assessment
LAND	127,500	12,231		115,269
IMPROVEMENTS	297,500	43,489		254,011
TOTAL	425,000	55,720		369,280
PLUS DISCONTINUED EXISTING EXEMPTION				
GROSS ASSESSMENT				369,280

Tax Computation Worksheet					
Description	Supplemental Assessment	x Tax Rate	= Tax Amount	x Pro Rate Factor	= Tax Due
GROSS ASSESSMENT & TAX	369,280	1.3741%	5,074.27	100.00%	5,074.26
NET ASSESSMENT & TAX	369,280	1.3741%	5,074.27	100.00%	5,074.26
TOTAL AMOUNT DUE					\$5,074.26

This supplemental property tax bill is IN ADDITION TO THE REGULAR PROPERTY TAX BILL. CHANGE OF OWNERSHIP FEBRUARY 11, 2021

Please Read Important Messages

- A fee of \$61.00 will be imposed on all returned or dishonored payments.
- This bill is as of May 2, 2022 4:35 PM and its accuracy may be affected by pending payments and corrections.
- Prior Notice Mailed by the Assessor 9/13/2021
- Subscribe to receive email alerts about important property tax dates
[@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/).
- Echecks accepted online through June 30
[@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/).
- Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online [@http://www.acgov.org/propertytax/](http://www.acgov.org/propertytax/), mobile [@http://www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30. A convenience fee equal to 2.5% of the tax amount due will be add to your total payment.

SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

2

INTERNET COPY

PARCEL NO. 45-5364-11

TRACER NO. 79997300

THIS AMOUNT DUE MAY 2, 2022 ==>

PAID \$ 2,537.13



Pay this amount after MAY 2, 2022
(This includes delinquent penalty of 10% and \$10.00 cost)

PAID MAY 2, 2022

FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

1

INTERNET COPY

PARCEL NO. 45-5364-11

TRACER NO. 79997300

THIS AMOUNT DUE JAN 3, 2022 ==>

PAID \$ 2,537.13



Pay this amount after JANUARY 3, 2022
(This includes delinquent penalty of 10%)

PAID JAN 3, 2022

Supplemental Tax Payment Information

The TOTAL AMOUNT DUE is payable by two installments that must be paid by the dates indicated on the installment payment remittance stubs attached to this bill. If the taxes are not paid, a 10% delinquent penalty attaches at 5 p.m. of the date indicated on each installment stub. A \$10 cost also attaches when the second installment becomes delinquent. In addition to the 10% delinquent penalty and \$10 cost, it will be necessary to pay redemption penalties and a redemption fee from JULY 1, 2022.

Please remit payment of supplemental property tax bills by a separate check from regular property tax bill payments.

IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.

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

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

000080

31

Placer Title Company

883 G Island Drive
Alameda, CA 94502
(510) 865-4192

File Number: **P-451492**
Loan Number: **83372946**
Loan Amount: **\$318,750.00**
Sales Price: **\$425,000.00**
Close Date: **2/11/2021**
Disbursement Date: **2/11/2021**
Date Prepared: **2/11/2021 1:06:19 PM**

BUYER(S) FINAL CLOSING STATEMENT

Type: **Sale**
Property: **468 DOUGLAS AVENUE
OAKLAND, CA 94603 (ALAMEDA)
(045-5364-011)**

Certified True and Correct Copy


Placer Title Company

Buyer(s): **ABBY SUKARTO, ASTRUSTEE OF THE ABBY SUKARTO TRUST DATED JANUARY
22, 2021
2000 Broadway
Suite 813
San Francisco, CA 94115**

Lender: **HomeBridge Financial Services, Inc. ISAOA/ATIMA
194 Wood Ave South, 9th Floor, Iselin, NJ 08830**

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$425,000.00	
Deposit or Earnest Money from Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021			\$12,750.00
Closing costs			\$5,000.00
funds to close from Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021			\$99,098.04
Prorations			
2nd installment 2020-2021 property taxes 1/1/2021 to 2/11/2021 @ \$1,479.11/Six Months			\$328.69
Rent Received by Seller for February for 468 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 472 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 474 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Security Deposit for 472			\$500.00
Security Deposit for 474			\$500.00
Security Deposit for 468			\$600.00
New Loans			
Loan Amount			\$318,750.00
0.5000% of Loan Amount (Points)		\$1,593.75	
(POCB) Appraisal Fee to Apple Appraisal	\$875.00		
Credit Report to Factual Data		\$60.00	
Tax Service to Corelogic		\$70.00	
Flood Certification to ServiceLink National Flood		\$6.25	
Prepaid Interest (\$31.6600 per day from 2/10/2021 to 3/1/2021)		\$601.54	
Homeowner's Insurance Premium to Foremost County Mutual		\$1,190.00	
Underwriting Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$695.00	
Processing Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$895.00	
Title Charges			
Title - Lender's coverage \$318,750.00 Premium \$671.00 to Placer Title Company		\$671.00	
Title - Owner's Title Insurance \$425,000.00 Premium \$1,298.00 to Placer Title Company		\$1,298.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$1,105.00 to Placer Title Company		\$1,105.00	
Title - Signing Service to Sandra Schuitema		\$175.00	
Title - Recording Service Fee to SYNREGO		\$18.00	

Government Recording and Transfer Charges			
City Deed Tax/Stamps \$6,375.00 to City of Oakland		\$3,187.50	
Recording fees: Deed \$17.00		\$17.00	
Mortgage \$84.00		\$84.00	
Additional Settlement Charges			
2nd install 2020-2021 Taxes to be paid to Treasurer Tax Collector, Alameda County		\$1,479.11	
TC fee to Rainbow		\$500.00	
Totals		\$438,671.15	\$439,026.73

Balance Due TO Borrower: \$355.58

Proceeds paid as:

\$355.58 to Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021

Self Service Tax Payment Acknowledgement

From: tax.payment@acgov.org

To: abby_sukarto@yahoo.com

Date: Thursday, December 9, 2021 at 11:03 PM PST

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2109109
Date: 12/9/2021
Payment: \$1500.83
Fees: \$37.52
Total Payment \$1538.35

Payment Option Details: Credit Card
Type: VISA
Cardholder Info: Abby Sukarto

Transaction Details:
Parcel#: 45-5364-11
Tracer: 10036100
Installment 1: \$1500.83

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

Self Service Tax Payment Acknowledgement

From: tax.payment@acgov.org

To: abby_sukarto@yahoo.com

Date: Monday, January 3, 2022 at 11:46 AM PST

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2125522
Date: 1/3/2022
Payment: \$838.30
Fees: \$20.95
Total Payment \$859.25

Payment Option Details: Credit Card
Type: VISA
Cardholder Info: Abby Sukarto

Transaction Details:
Parcel#: 45-5364-11
Tracer: 79997400
Installment 1: \$838.30

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

Self Service Tax Payment Acknowledgement

From: tax.payment@acgov.org

To: abby_sukarto@yahoo.com

Date: Monday, January 3, 2022 at 11:44 AM PST

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2125521
Date: 1/3/2022
Payment: \$2537.13
Fees: \$63.42
Total Payment \$2600.55

Payment Option Details: Credit Card
Type: VISA
Cardholder Info: Abby Sukarto

Transaction Details:
Parcel#: 45-5364-11
Tracer: 79997300
Installment 1: \$2537.13

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

Self Service Tax Payment Acknowledgement

From: tax.payment@acgov.org

To: abby_sukarto@yahoo.com

Date: Monday, May 2, 2022 at 02:17 PM PDT

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2270501
Date: 5/2/2022
Payment: \$838.30
Fees: \$20.95
Total Payment \$859.25

Payment Option Details: Credit Card
Type: VISA
Cardholder Info: Abby Sukarto

Transaction Details:
Parcel#: 45-5364-11
Tracer: 79997400
Installment 2: \$838.30

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

2021 business tax license



Guest

Find Account → Registration → Calculation → Payment → **Receipt**

Home Report a Problem

Account # 00238885
ABBY SUKARTO

Business License Online Renewal **Secure**

[PRINT THIS PAGE FOR YOUR RECORD](#)

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

Submission Date 3/1/2022
Confirmation # 336686

Account Information

Account # 00238885
Expire Date 12/31/2022
Name ABBY SUKARTO
Address 468 DOUGLAS AVE
City OAKLAND
Phone (310) 808-7753

Summary

Input Amount

Tax Calculation			
Enter 2021 Actual Gross Receipts		24,203.25	\$337.64
Enter 2021 Gross Receipts *(Enter estimated 2022 Gross Receipts if business started in Oakland in 2021)*		27,513	\$383.81
BT SB1186 (AB1379)	1		\$4.00
BT Recordation and Tech	1		

Have a question?

000088

a. Total # of units per Alameda County Records:

3 \$303.00

Total Due

\$1,032.95

Payment Information

Payment Amount

\$1,032.95

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#OaklandLoveLife
Oakland Library
Visit Oakland
Oakland Museum

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

9:30 AM-4:00 PM Wednesdays.

Have a question?

4000089

WORKSHEET C
FAIR RETURN

Petitions based on Fair Return must include the below information. *Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.*

	BASE YEAR (2014)	LAST YEAR
	From: 01/01/14 to 12/31/14 (mm/dd/yy) (mm/dd/yy)	From: 02/11/21 to 12/31/21 (mm/dd/yy) (mm/dd/yy)
INCOME		
Rents	\$ 21,600	\$ 24,128
Parking	\$	\$
Laundry	\$	\$
Other: _____	\$	\$
Imputed rent if any unit owner/manager-occupied	\$	\$
Imputed rent if any unit not rented to capacity	\$	\$
Total:	\$ 21,600	\$ 24,128
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$	\$ 535
Water/Sewer	\$	\$
Insurance	\$	\$ 1,097
Maintenance/Repairs	\$	\$ 7,095
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Property Taxes	\$ 2,148	\$ 7,008
Business License	\$ 613	\$ 1,033
Management Expenses	\$	\$
Furnishings	\$	\$
Capital Improvements (Amortized cost)	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$
Total:	\$ 2,761	\$ 16,768



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

I served a copy of:

Worksheet C, supporting documents for 2014, supporting documents for 2021, and RAP notice given to tenants

(insert name of document served)

And Additional Documents

and (write number of attached pages) 1, 13, 40, 16 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

PERSON(S) SERVED:

Name	Alejandro Reyes
Address	468 Douglas Ave.
City, State, Zip	Oakland, CA 94603

Name	Marcos Rios Valdez
Address	472 Douglas Ave.
City, State, Zip	Oakland, CA 94603

Name	Salvador Maldonado
Address	474 Douglas Ave.
City, State, Zip	Oakland, CA 94603

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

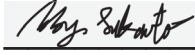
Name	
Address	
City, State, Zip	

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 01/11/2023 (insert date served).

Abby Sukarto

PRINT YOUR NAME



SIGNATURE

01/11/2023

DATE



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: L22-0065 Sukarto v. Tenants
PROPERTY ADDRESS: 468 Douglas Avenue, Oakland, CA
DATE OF HEARING: April 26, 2023
DATE OF DECISION: August 9, 2023
APPEARANCES:
Marci Valdivieso - Interpreter
Alejandro Reyes - Tenant
Marcos Valdez - Tenant
Salvador Maldonado – Tenant
Maria Huerta - Tenant
Abby Sukarto - Owner

SUMMARY OF DECISION

The owner's petition is denied.

CONTENTIONS OF THE PARTIES

The owner filed a petition on December 7, 2022, requesting approval for a rent increase on the basis of fair return.

No tenant filed a response to the owner petition. Tenants Alejandro Reyes, Marcos Rios Valdez, Salvador Maldonado, and Maria Huerta appeared at the Hearing.

000094

ISSUE

1. Is the owner entitled to a rent increase based on fair return?

EVIDENCE

The owner testified that she purchased the subject property on February 11, 2021. It is a residential property consisting of three (3) units. She testified that she first served the tenants the RAP Notice in July of 2021 in English and Spanish. She served the tenants the RAP Notice again in July of 2022, this time in English, Spanish, and Chinese.

With her petition, the owner submitted the following documentation:

1. A copy of the RAP Notices served in July of 2022 to all tenants.¹
2. 2014 Rent and Expenses
 - a. A spreadsheet prepared by the owner listing the monthly rent for each unit by year.² The spreadsheet indicates that the monthly rent for each unit in 2014 was \$600.00.
 - b. Tenant Estoppel Certificates for each unit completed in December of 2020, prior to the sale of the property to the current owner.³ The owner testified that she submitted the certificates to show that the rent amount in 2020 for each unit was \$750.00. She further testified that she issued rent increases in October of 2021 and October of 2022. Finally, the owner testified that the base rent for each unit at the time of the hearing was \$787.18.
 - c. Property Tax Statements for 2014 totaling \$2,148.40.⁴
 - d. A spreadsheet prepared by the owner indicating estimated business tax license fees in the amount of 612.82 for the year 2014.⁵ The owner testified that the prior owner paid the business tax license fees in 2014. She was unable to obtain any documentation verifying the amount of fees paid in 2014, so she submitted an estimate.
3. 2021 Rent and Expenses
 - a. A spreadsheet prepared by the owner indicating a total rental income for 2021 in the amount of \$24,128.25. The owner also submitted a Buyer's Closing Statement and rent increase notices to support the rental income amount for

¹ Exhibit 1

² Exhibit 2a

³ Exhibit 2b

⁴ Exhibit 2c

⁵ Exhibit 2d

2021.⁶

- b. Waste Management invoices for 2021 totaling \$534.62.⁷ The owner testified that she was unable to obtain Waste Management invoices for 2014.
 - c. Homeowner's Insurance Statement for 2021 totaling \$1,097.00.⁸ The owner was unable to obtain records for homeowner's insurance payments in 2014.
 - d. Documentation supporting repair costs for 2021 totaling \$7,095.45.⁹
 - e. Property Tax Statements and receipts for 2021 totaling \$7,007.82.¹⁰
 - f. Business License Tax receipt for 2021 totaling \$1,032.95.¹¹
4. A completed Worksheet C – Fair Return.¹²

⁶ Exhibit 3a
⁷ Exhibit 3b
⁸ Exhibit 3c
⁹ Exhibit 3d
¹⁰ Exhibit 3e
¹¹ Exhibit 3f
¹² Exhibit 4

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Constitutionally Required Fair Return

The City of Oakland Rent Adjustment Ordinance permits owners to claim that a rent increase greater than the CPI rent increase is necessary to meet constitutional or fair return requirement.¹³ However, the Ordinance does not set out any guidelines or particular standard for determining such 'fair return'.

Fair Return as Determined by the Courts

Over the years, the Courts have held that a rent control regulation system must be applied so as to provide investors a fair return.¹⁴ The term 'fair return' is incapable of precise definition. It must be high enough "to encourage good management, reward efficiency, discourage the flight of capital and enable operators to maintain their credit."¹⁵

On the other hand, it cannot be so high as to defeat the purposes of rent control and the rate of return permitted may not be as high as prevailed in the industry prior to regulation nor as much as the investor might obtain by placing his capital elsewhere.¹⁶

The Supreme Court held that "comparison of the rate of return of rent-controlled mobile home parks with those of non-rent-controlled parks ... is of limited utility in establishing the constitutional minimum rate of return because it is not the case that a rent-controlled investment must earn the same as a non-rent-controlled one."¹⁷

Formulas to Calculate Fair Return

The California Supreme Court has held that rent control ordinances may incorporate "any of a variety of formulas" for calculating rent increases and satisfy the fair return standard.¹⁸ Recently, the courts have further stressed that the rent control agencies are not obliged by either the state or federal Constitution to fix rents by application of any particular method or formula.¹⁹

Despite not requiring one specific approach, the courts have indicated in several cases that maintenance of net operating income ("**MNOI**") is a reasonable and preferred

¹³ O.M.C. Section 8.22.070(c)(2)(e)

¹⁴ *Kavanau v. Santa Monica Rent Control Bd.* (1997), 16 Cal. 4th 761, 771

¹⁵ *Cole v. City of Oakland Residential Rent Arbitration Bd.* (1992) 3 Cal. App. 4th 693

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¹⁷ *Galland v. City of Clovis* (2001) 24 Cal. 4th 1003, pp. 1026-27

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¹⁹ *Colony Cove Properties LLC v. City of Carson* (2013) 220 Cal. App. 4th 840, 867

standard, commonly used in other jurisdictions.²⁰ This standard provides that owners are entitled to seek rent increases sufficient to allow them to maintain the same net operating income, adjusted for inflation, as they had in a comparison ("base") year. Net operating income is the income remaining after subtracting regular operating expenses.

The MNOI approach does not focus on how much the owner chose to pay for a rent-controlled property or how the purchase was financed. The mortgage principal and interest payments are excluded from consideration. The rationale for an MNOI approach is that the owners are permitted an equal rate of growth regardless of their particular purchase and financing arrangements. Therefore, rents are regulated depending on increases in expenses and the inflation rate (CPI).

Evidence Required to Calculate Fair Return

No matter which formula or standard for calculating fair return is used, the following are the minimum evidentiary requirements necessary to run the calculations:²¹

- The amount that the owner has invested in the property;
- The amount, if any, that the property has appreciated in value during the time that it has been owned by the owner;
- The owner's net operating income during the time that the owner has owned the property (evidence of gross rental income and evidence of payments for regular operating expenses);
- The average return on other investments having risks comparable to the ownership of the subject property during the time that the owner has owned the property.

While the owner submitted various expenses for 2021 that she used to determine a fair return, the owner did not provide evidence of expenses in the same categories for the base year 2014. Without these documents, the Rent Adjustment Program is not able to determine the amounts to be used for the calculations and cannot calculate the fair return, no matter what standard/formula is used.

In addition, the owner provided no evidence of the amount, if any, that the property has appreciated in value during her ownership. Rental property owners typically earn a return on their investment from the income the property earns and the increase in value of the property over time. Without appraisals done by independent experts, both at the time of purchase and at the time the owner petition is filed, the Rent Adjustment Program cannot know how much money has already been earned by the owner in appreciation.

²⁰ See *Oceanside Mobilehome Park Owners Ass'n v. City of Oceanside* (1984) 157 Cal.App.3d 887; *Palomar Mobilehome Park Ass'n v. Mobile Home Rent Review Commission* [San Marcos] (1993) 16 Cal. App.4th 481; *Colony Cove, supra*, 220 Cal.App.4th 840

²¹ *Fisher v. City of Berkeley* (1984) 37 Cal. 3d 644

Therefore, the owner has not sustained her burden of proving that the proposed rent increases are necessary to meet the constitutionally required fair return.

ORDER

1. The petition L22-0065 is denied.

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: August 9, 2023

Maimoona Ahmad
Maimoona S. Ahmad
Hearing Officer, Rent Adjustment Program

PROOF OF SERVICE

Case Number: L22-0065

Case Name: Sukarto v. Tenants

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

Hearing Decision

Owner

Abby Sukarto
2000 Broadway St Unit 813
San Francisco, CA 94115

Tenant

Alejandro Reyes
468 DOUGLAS AV
Oakland, CA 94603

Tenant

Marcos Rios Valdez
472 DOUGLAS AV
Oakland, CA 94603

Tenant

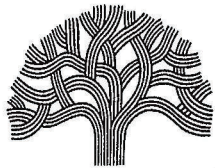
Salvador Maldonado
474 DOUGLAS AV
Oakland, CA 94603

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 **August 10, 2023** in Oakland, California.



Teresa Brown-Morris
Oakland Rent Adjustment Program



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp:
RECEIVED
AUG 24 2023
RENT ADJUSTMENT PROGRAM
OAKLAND

APPEAL

Appellant's Name Abby Sukarto	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 468 Douglas Ave, Oakland, CA 94603 472 Douglas Ave, Oakland, CA 94603 474 Douglas Ave, Oakland, CA 94603	
Appellant's Mailing Address (For receipt of notices) 259 Moscow St, San Francisco, CA 94112	Case Number L22-0065
	Date of Decision appealed 8/23/2023
Name of Representative (if any) N/A	Representative's Mailing Address (For notices) N/A

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: 15.

- 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 August 23rd, 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Alejandro Reyes	Salvador Maldonado
Address	468 Douglas Ave.	474 Douglas Ave.
City, State Zip	Oakland, CA 94603	Oakland, CA 94603
Name	Marcos Rios Valdez	
Address	472 Douglas Ave.	
City, State Zip	Oakland, CA 94603	

	08/23/2023
---	------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 15 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 20 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.



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

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: L22-0065 Sukarto v. Tenants
PROPERTY ADDRESS: 468 Douglas Avenue, Oakland, CA
DATE OF HEARING: April 26, 2023
DATE OF DECISION: August 9, 2023
APPEARANCES:
Marci Valdivieso - Interpreter
Alejandro Reyes - Tenant
Marcos Valdez - Tenant
Salvador Maldonado - Tenant
Maria Huerta - Tenant
Abby Sukarto - Owner

SUMMARY OF DECISION

The owner's petition is denied.

CONTENTIONS OF THE PARTIES

The owner filed a petition on December 7, 2022, requesting approval for a rent increase on the basis of fair return.

No tenant filed a response to the owner petition. Tenants Alejandro Reyes, Marcos Rios Valdez, Salvador Maldonado, and Maria Huerta appeared at the Hearing.

ISSUE

1. Is the owner entitled to a rent increase based on fair return?

EVIDENCE

The owner testified that she purchased the subject property on February 11, 2021. It is a residential property consisting of three (3) units. She testified that she first served the tenants the RAP Notice in July of 2021 in English and Spanish. She served the tenants the RAP Notice again in July of 2022, this time in English, Spanish, and Chinese.

With her petition, the owner submitted the following documentation:

1. A copy of the RAP Notices served in July of 2022 to all tenants.¹
2. 2014 Rent and Expenses
 - a. A spreadsheet prepared by the owner listing the monthly rent for each unit by year.² The spreadsheet indicates that the monthly rent for each unit in 2014 was \$600.00.
 - b. Tenant Estoppel Certificates for each unit completed in December of 2020, prior to the sale of the property to the current owner.³ The owner testified that she submitted the certificates to show that the rent amount in 2020 for each unit was \$750.00. She further testified that she issued rent increases in October of 2021 and October of 2022. Finally, the owner testified that the base rent for each unit at the time of the hearing was \$787.18.
 - c. Property Tax Statements for 2014 totaling \$2,148.40.⁴
 - d. A spreadsheet prepared by the owner indicating estimated business tax license fees in the amount of 612.82 for the year 2014.⁵ The owner testified that the prior owner paid the business tax license fees in 2014. She was unable to obtain any documentation verifying the amount of fees paid in 2014, so she submitted an estimate.
3. 2021 Rent and Expenses
 - a. A spreadsheet prepared by the owner indicating a total rental income for 2021 in the amount of \$24,128.25. The owner also submitted a Buyer's Closing Statement and rent increase notices to support the rental income amount for

¹ Exhibit 1

² Exhibit 2a

³ Exhibit 2b

⁴ Exhibit 2c

⁵ Exhibit 2d

2021.⁶

- b. Waste Management invoices for 2021 totaling \$534.62.⁷ The owner testified that she was unable to obtain Waste Management invoices for 2014.
 - c. Homeowner's Insurance Statement for 2021 totaling \$1,097.00.⁸ The owner was unable to obtain records for homeowner's insurance payments in 2014.
 - d. Documentation supporting repair costs for 2021 totaling \$7,095.45.⁹
 - e. Property Tax Statements and receipts for 2021 totaling \$7,007.82.¹⁰
 - f. Business License Tax receipt for 2021 totaling \$1,032.95.¹¹
4. A completed Worksheet C – Fair Return.¹²

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⁷ Exhibit 3b

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FINDINGS OF FACT AND CONCLUSIONS OF LAW

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- The average return on other investments having risks comparable to the ownership of the subject property during the time that the owner has owned the property.

While the owner submitted various expenses for 2021 that she used to determine a fair return, the owner did not provide evidence of expenses in the same categories for the base year 2014. Without these documents, the Rent Adjustment Program is not able to determine the amounts to be used for the calculations and cannot calculate the fair return, no matter what standard/formula is used.

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²⁰ See *Oceanside Mobilehome Park Owners Ass'n v. City of Oceanside* (1984) 157 Cal.App.3d 887; *Palomar Mobilehome Park Ass'n v. Mobile Home Rent Review Commission [San Marcos]* (1993) 16 Cal. App.4th 481; *Colony Cove, supra*, 220 Cal.App.4th 840

²¹ *Fisher v. City of Berkeley* (1984) 37 Cal. 3d 644

Therefore, the owner has not sustained her burden of proving that the proposed rent increases are necessary to meet the constitutionally required fair return.

ORDER

1. The petition L22-0065 is denied.

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Dated: August 9, 2023

Maimoona Ahmad
Maimoona S. Ahmad
Hearing Officer, Rent Adjustment Program

PROOF OF SERVICE

Case Number: L22-0065

Case Name: Sukarto v. Tenants

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.

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Documents Included

Hearing Decision

Owner

Abby Sukarto
2000 Broadway St Unit 813
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Tenant

Alejandro Reyes
468 DOUGLAS AV
Oakland, CA 94603

Tenant

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Oakland, CA 94603

Tenant

Salvador Maldonado
474 DOUGLAS AV
Oakland, CA 94603

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



Teresa Brown-Morris
Oakland Rent Adjustment Program

The reasons of appealing the case # L22-0065 on fair return basis are the following.

1. The petition was denied due to not providing some expenses in 2014.
The petitioner, who is the current owner, did not own the property until 2/11/2021. She had tried to obtain the expense information from the previous owner, the listing agent of property sale, company (i.e. Waste Management), but she was not able to. Not being able to provide expenses for the year of property not owned by the petitioner was not a failure or lack of effort from the petitioner. Therefore, for this appeal, the petitioner added the amount on the 2014 expenses and provided the rationales (see fair return worksheet C).
2. The petition was denied due to not providing property appraisals by independent appraiser on the purchase year vs. the year of petition filed. An appraised value of the property is not an income, but only an estimate, that cannot be included as part of the calculation of Maintenance Net Operating income (MNOI) to determine the fair return. Fair return only involves the income and operating expenses in base year vs. current year. Therefore, the request for property appraisal values to determine fair return is not substantiated.

[Faint, illegible text or markings]

WORKSHEET C

FAIR RETURN

Petitions based on Fair Return must include the below information. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.

	BASE YEAR (2014)		LAST YEAR	
	From: <u>01/01/14</u> (mm/dd/yy)	to <u>12/31/14</u> (mm/dd/yy)	From: <u>02/11/21</u> (mm/dd/yy)	to <u>12/31/21</u> (mm/dd/yy)
INCOME				
Rents	\$ 21,600		\$ 24,128	
Parking	\$		\$	
Laundry	\$		\$	
Other: _____	\$		\$	
Imputed rent if any unit owner/manager-occupied	\$		\$	
Imputed rent if any unit not rented to capacity	\$		\$	
Total:	\$ 21,600		\$ 24,128	
EXPENSES				
Electricity/Gas	\$		\$	
Garbage	\$ 535 *		\$ 535	
Water/Sewer	\$		\$	
Insurance	\$ 0 **		\$ 1,097	
Maintenance/Repairs	\$ 0 ***		\$ 7,095	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Property Taxes	\$ 2,148		\$ 7,008	
Business License	\$ 613		\$ 1,033	
Management Expenses	\$		\$	
Furnishings	\$		\$	
Capital Improvements (Amortized cost)	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$ 3,296		\$ 16,768	

*: 2021 garbage fee (\$534.62) was added on garbage expense for 2014 base year since the current owner could not get the annual garbage fee from the previous owner, Waste management agents or website, and current owner did not possess the property until 2/11/2021. In addition, Waste Management only allows the owner to be the account holder of garbage service and garbage was paid by the previous owner per tenants and sale disclosure; therefore, garbage fee was added on 2014 operating expense.

** : Current owner was not able to get the insurance expense from the previous owner. The insurance expense on 2014 base year was put \$0 for reasonable reasonings, such as no mortgage history on the property (pg. 13) and thus not mandatory to have insurance policy on the property, and low rent due to repairs done by tenants.

***: Maintenance/ repair expense could not be obtained from the previous owner. Most repair was done by tenants and thus the maintenance/ repair expense for 2014 base year was put \$0.

**XVI. Net
Operating
Income (NOI)**

Net Operating Income = Income – Operating Expenses:*

	Base Year (2014)	Current Year (2021)
1. Total Annual Income	\$ <u>21,600</u>	\$ <u>24,128.25</u>
2. Annual Operating Expenses	\$ <u>3,295.84</u>	\$ <u>16,767.84</u>
3. Current Net Annual Operating Income (Income – Operating Expenses):	\$ <u>18,504.16</u>	\$ <u>7,360.41</u>
4. CPI [Annual Average CPI]	<u>252.3**</u>	<u>310.6**</u>
5. Percent Annual Increase in CPI Base Year to Current Year [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI]		<u>23.1%</u>
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase [Line 3 Base Year + Line 5 percent]		\$ <u>22,779.99</u>
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase [Line 3 Current Year – Line 6]		\$ <u>15,419.58</u>
8. Allowable Rent Increase/Unit/Month (Line 7 divided by Number of Units divided by 12 months)		\$ <u>428.32</u>

*: This template was taken from the Maintenance Net Operating Income (MNOI) from the City of Richmond.

** : CPI values were taken from the annual average Bay Area CPI (pg. 15).

Annual scheduled rent increase

Unit #	Rent	Date of increase	AGA Increase	AGA taken	AGA deferred	Fair return increase	Fair return taken	Fair return deferred	Comment
468	\$ 750.00	2020	\$ 50.00	7.14%	10.69%				By previous owner
472	\$ 750.00	2020	\$ 50.00	7.14%	10.69%				By previous owner
474	\$ 750.00	2020	\$ 50.00	7.14%	13.99%				By previous owner
468	\$ 764.25	10/1/21	\$ 14.25	1.9%	10.69%				
472	\$ 764.25	10/1/21	\$ 14.25	1.9%	10.69%				
474	\$ 764.25	10/1/21	\$ 14.25	1.9%	13.99%				
468	\$ 787.18	10/1/22	\$ 22.93	3.0%	10.69%				
472	\$ 787.18	10/1/22	\$ 22.93	3.0%	10.69%				
474	\$ 787.18	10/1/22	\$ 22.93	3.0%	13.99%				
468	\$ 806.86	10/1/23	\$ 19.68	2.5%	10.69%	\$ 0.00	0%	\$ 428.32	
472	\$ 806.86	10/1/23	\$ 19.68	2.5%	10.69%	\$ 0.00	0%	\$ 428.32	
474	\$ 806.86	10/1/23	\$ 19.68	2.5%	13.99%	\$ 0.00	0%	\$ 428.32	
468	\$ 887.54	TBD (2023)	\$ 0.00	0.0	10.69%	\$ 80.69	10%	\$ 347.64	
472	\$ 887.54	TBD (2023)	\$ 0.00	0.0	10.69%	\$ 80.69	10%	\$ 347.64	
474	\$ 887.54	TBD (2023)	\$ 0.00	0.0	13.99%	\$ 80.69	10%	\$ 347.64	
468	\$ 976.30	10/1/24	\$ 0.00	0.0	10.69%+2024 CPI	\$ 88.75	10%	\$ 258.88	
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468	\$ 1,073.93	10/1/25	\$ 0.00	0.0	10.69%+2024 CPI+2025 CPI	\$ 97.63	10%	\$ 161.25	
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474	\$ 1,073.93	10/1/25	\$ 0.00	0.0	13.99%+2024 CPI+2025 CPI	\$ 97.63	10%	\$ 161.25	
468	\$ 1,181.32	10/1/26	\$ 0.00	0.0	10.69%+2024 CPI+2025 CPI+2026 CPI	\$ 107.39	10%	\$ 53.86	
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472	\$ 1,235.18	10/1/27	\$ 0.00	0.0	10.69%+2024 CPI+2025 CPI+2026 CPI+2027 CPI	\$ 53.86	4.6%	\$ (0.00)	
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Seller FB6A9AB27234D1... Date

Seller Date

Received 3 Pages

No Images Available

Buyer Date

Buyer Date

Monday, November 16, 2020



LOCATION

Property Address 468 Douglas Ave
Oakland, CA 94603-2908

Subdivision

Carrier Route C011

County Alameda County, CA

GENERAL PARCEL INFORMATION

APN/Tax ID 45-5364-11

Alt. APN 045 -5364-011-00

Account Number

Tax Area 17-032

2010 Census Trct/Blk 4091/1

Assessor Roll Year 2020

PROPERTY SUMMARY

Property Type Residential

Land Use Triplex 3 Units Any Combination

Improvement Type Triplex 3 Units Any Combination

Square Feet 2377

of Buildings 1

CURRENT OWNER

Name Brown Caroline Rown Family Trust

Mailing Address 680 Alta Vista Dr
Sierra Madre, CA 91024-1414

Owner Occupied No

SALES HISTORY THROUGH 09/11/2020

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/18/2019	1/21/2020		Brown Caroline	Brown Caroline	Intrafamily Transfer & Dissolution		2020012767
6/25/2019	7/9/2019		Brown Caroline	Brown Roger Alan	Affidavit Of Death		2019130819
5/2/1966	5/2/1966		Brown Roger A & Caroline				AY 055800

TAX ASSESSMENT

Tax Assessment	2020	Change (%)	2019	Change (%)	2018
Assessed Land	\$12,106.00	\$238.00 (2.0%)	\$11,868.00	\$232.00 (2.0%)	\$11,636.00
Assessed Improvements	\$43,043.00	\$843.00 (2.0%)	\$42,200.00	\$828.00 (2.0%)	\$41,372.00
Total Assessment	\$55,149.00	\$1,081.00 (2.0%)	\$54,068.00	\$1,060.00 (2.0%)	\$53,008.00
Exempt Reason					

% Improved 78%

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Tax Year	City Taxes	County Taxes	Total Taxes
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2017			\$2,348.88
2016			\$2,180.34
2015			\$2,158.72
2014			\$2,179.96
2013			\$2,116.84

MORTGAGE HISTORY

(No mortgages were found for this parcel.)

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Triplex 3 Units Any Combination	Condition		Units	3
Year Built	1944	Effective Year	1950	Stories	1
BRs	6	Baths	3 F H	Rooms	12
Total Sq. Ft.	2,377				

Building Square Feet (Living Space)

Building Square Feet (Other)

- CONSTRUCTION

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

- OTHER

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

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Triplex 3 Units Any Combination	Lot Dimensions	
Block/Lot		Lot Square Feet	7,423
Latitude/Longitude	37.731672°/-122.181304°	Acreage	0.17

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
------------	-----------

Electric Source

Topography

Water Source

District Trend

Sewer Source

School District

Zoning Code

Owner Type

SHORT TERM RENTAL OPPORTUNITY

Annual Revenue	Average Daily Rate	Occupancy Rate	No short-term rental information was found for this parcel
-----------------------	---------------------------	-----------------------	--

LEGAL DESCRIPTION

Subdivision

Plat Book/Page

Block/Lot

Tax Area

17-032

Description

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0256G	08/03/2009



Consumer Price Index



July 12, 2023 Update

The Bay Area Consumer Price Index

The Consumer Price Index (CPI) measures the change in the price of a range of goods and services over time.

The change in the index is referred to as the rate of inflation. The numbers presented are prepared by the Bureau of Labor Statistics for the Consolidated Metropolitan Statistical Area covering San Francisco, Oakland and San Jose. This series is generally used as representative of the CPI for the nine-county Bay Area region, although a change in the sample geography in 2018 means the index is now reported for the San Francisco-Oakland-Hayward, CA Core Based Statistical Area, covering Alameda, Contra Costa, Marin, San Francisco and San Mateo counties and not the remaining counties.

Raw Bureau of Labor Statistics CPI numbers are provided below. Annual averages are provided, followed by bimonthly values. The base year is an average of 1982, 1983 and 1984 (hence 1982-84=100).

Monthly Bay Area Index

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg
2023	---	337.2	---	338.5	---	340.1	---	---	---	---	---	---	---
2022	---	320.2	---	324.9	---	330.5	---	328.9	---	332.1	---	331.2	328.0
2021	---	304.4	---	309.4	---	309.5	---	311.2	---	313.3	---	315.8	310.6
2020	---	299.7	---	298.1	---	300.0	---	300.2	---	301.7	---	302.9	300.4
2019	---	291.2	---	294.8	---	295.3	---	295.5	---	298.4	---	297.0	295.4
2018	---	281.3	---	283.4	---	286.1	---	287.7	---	289.7	---	289.9	286.3
2017	---	271.6	---	274.6	---	275.3	---	275.9	---	277.6	---	277.4	275.4
2016	---	262.6	---	264.6	---	266.0	---	267.9	---	270.3	---	269.5	266.8
2015	---	254.9	---	257.6	---	259.1	---	259.9	---	261.0	---	260.3	258.8
2014	---	248.6	---	251.5	---	253.3	---	253.4	---	254.5	---	252.3	252.3
2013	---	242.7	---	244.7	---	245.9	---	246.1	---	246.6	---	245.7	245.3



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: L22-0065 Sukarto v. Tenants
APPEAL HEARING: October 26, 2023
PROPERTY ADDRESS: 468 Douglas Avenue, Oakland, CA
APPEARANCES: Appellant/Owner: Abby Sukarto
Respondent/Tenant: None

BACKGROUND

The owner filed a petition on December 7, 2022, requesting approval for a rent increase on the basis of fair return.

RULING ON THE CASE

The hearing officer denied the petition, ruling that:

1. The owner provided various expenses for 2021, but the owner did not provide evidence of the same expenses for 2014, the base year. Without documentation of 2014 expenses, the hearing officer cannot determine if any rent increases would be warranted under fair return.
2. The owner did not provide evidence of appreciation in value of the property.

GROUND FOR APPEAL

The owner appealed the hearing decision on the following grounds:

1. The owner could not provide evidence of 2014 expenses because the owner did not own the property until February 11, 2021. The owner attaches new evidence of a spreadsheet listing the owner's estimate of 2014 expenses.
2. Value of property is not a proper consideration under Maintenance of Net Operating Income formula to determine fair return.

ISSUES

1. Did substantial evidence support hearing officer’s decision that the owner failed to provide sufficient documentation to support a fair return petition?
2. Did the hearing officer correctly rule that the owner must submit evidence of the value of property appreciation?

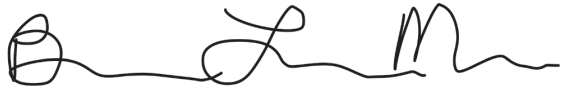
BOARD DECISION

After parties’ arguments, questions to the parties, and Board discussion, Member K. Brodfuehrer moved to remand the case back to the Hearing Officer to apply the MNOI method and to allow the parties to submit additional evidence upon a showing of good cause. The Hearing Officer may schedule a new hearing if necessary. The Hearing Officer is to determine whether or not the evidence is sufficient underneath the regulations for the MNOI standard. Member D. Williams seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, M. Escobar, D. Williams, M. Goolsby, K. Brodfuehrer
Nay: None
Abstain: None

The motion was adopted.



BRIANA LAWRENCE-MCGOWAN
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

November 14, 2023
DATE

3317239v1

PROOF OF SERVICE
Case Number L22-0065

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

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

Documents Included

Appeal Decision

Owner

Abby Sukarto
259 Moscow Street
San Francisco, CA 94112

Tenant

Alejandro Reyes
468 Douglas Ave
Oakland, CA 94603

Tenant

Marcos Rios Valdez
472 Douglas Ave
Oakland, CA 94603

Tenant

Salvador Maldonado
474 Douglas Ave
Oakland, CA 94603

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 16, 2023** in Oakland, CA.

A handwritten signature in black ink, appearing to read 'Briana Lawrence-McGowan', is positioned above a horizontal line.

Briana Lawrence-McGowan

Oakland Rent Adjustment Program

The updated fair return worksheet C, fair return calculation and scheduled rent increase of case # L22-0065 are provided along with the supporting documents demonstrating the good cause of certain expenses in the following pages.

WORKSHEET C
FAIR RETURN

Petitions based on Fair Return must include the below information. *Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.*

	BASE YEAR (2014)	LAST YEAR
	From: 01/01/14 to 12/31/14 (mm/dd/yy) (mm/dd/yy)	From: 02/11/21 to 12/31/21 (mm/dd/yy) (mm/dd/yy)
INCOME		
Rents	\$ 21,600	\$ 24,128
Parking	\$	\$
Laundry	\$	\$
Other: _____	\$	\$
Imputed rent if any unit owner/manager-occupied	\$	\$
Imputed rent if any unit not rented to capacity	\$	\$
Total:	\$ 21,600	\$ 24,128
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$ *	\$ 535
Water/Sewer	\$	\$
Insurance	\$ **	\$ 1,097
Maintenance/Repairs	\$ ***	\$ 7,095
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Property Taxes	\$ 2,148	\$ 7,008
Business License	\$ 613	\$ 1,033
Management Expenses	\$	\$
Furnishings	\$	\$
Capital Improvements (Amortized cost)	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$
Total:	\$ 2,761	\$ 16,768

*: 2021 garbage fee (\$534.62) was added on garbage expense for 2014 base year since the current owner could not get the annual garbage fee from the previous owner who has passed away in 2019 (see highlighted line on pg.5), Waste management agents or website showing rates of previous years, and current owner did not possess the property until 2/11/2021. In addition, Waste Management only allows the owner to be the account holder of garbage service and so the previous owner paid for the garbages per tenants and tenant estoppel certificate included in the supporting documents of the petition. Due to the reasons mentioned above, the garbage fee with the same amount of the year 2021 was added on 2014 operating expense.

** : Current owner was not able to get the insurance expense from the previous owner. The insurance expense on 2014 base year was put \$0 for reasonable reasonings, such as no mortgage history on the property (see highlighted line on pg. 6) and thus not mandatory to have insurance policy on the property, receiving no response from the previous owner regarding the expense from text (see pg.8) and phone calls, and low rent due to repairs done by tenants per tenants' verbal confirmation.

***: Maintenance/ repair expense could not be obtained from the previous owner (see pg. 8). Most repair was done by tenants and thus the maintenance/ repair expense for 2014 base year was put \$0.

**XVI. Net
Operating
Income (NOI)**

Net Operating Income = Income – Operating Expenses: *

	Base Year (2014)	Current Year (2021)
1. Total Annual Income	\$ <u>21,600</u>	\$ <u>24,128.25</u>
2. Annual Operating Expenses	\$ <u>3,295.84</u>	\$ <u>16,767.84</u>
3. Current Net Annual Operating Income (Income – Operating Expenses):	\$ <u>18,504.16</u>	\$ <u>7,360.41</u>
4. CPI [Annual Average CPI]	<u>252.3**</u>	<u>310.6**</u>
5. Percent Annual Increase in CPI Base Year to Current Year [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI]		<u>23.1%</u>
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase [Line 3 Base Year + Line 5 percent]		\$ <u>22,779.99</u>
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase [Line 3 Current Year – Line 6]		\$ <u>15,419.58</u>
8. Allowable Rent Increase/Unit/Month (Line 7 divided by Number of Units divided by 12 months)		\$ <u>428.32</u>

*: This template was taken from the Maintenance Net Operating Income (MNOI) from the City of Richmond.

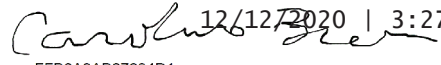
** : CPI values were taken from the annual average Bay Area CPI (see highlighted line on pg.9).

Annual scheduled rent increase

Unit #	Rent	Date of increase	AGA Increase	AGA taken	AGA deferred	Fair return increase	Fair return taken	Fair return deferred	Comment
468	\$ 750.00	2020	\$ 50.00	7.14%	10.69%				By previous owner
472	\$ 750.00	2020	\$ 50.00	7.14%	10.69%				By previous owner
474	\$ 750.00	2020	\$ 50.00	7.14%	13.99%				By previous owner
468	\$ 764.25	10/1/21	\$ 14.25	1.9%	10.69%				
472	\$ 764.25	10/1/21	\$ 14.25	1.9%	10.69%				
474	\$ 764.25	10/1/21	\$ 14.25	1.9%	13.99%				
468	\$ 787.18	10/1/22	\$ 22.93	3.0%	10.69%				
472	\$ 787.18	10/1/22	\$ 22.93	3.0%	10.69%				
474	\$ 787.18	10/1/22	\$ 22.93	3.0%	13.99%				
468	\$ 806.86	10/1/23	\$ 19.68	2.5%	10.69%	\$0.00	0%	\$ 428.32	
472	\$ 806.86	10/1/23	\$ 19.68	2.5%	10.69%	\$0.00	0%	\$ 428.32	
474	\$ 806.86	10/1/23	\$ 19.68	2.5%	13.99%	\$0.00	0%	\$ 428.32	
468	\$ 887.54	10/1/24	\$0.00	0.0	10.69%	\$ 80.69	10%	\$ 347.64	
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Monday, November 16, 2020

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Seller Date

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 Oakland, CA 94603-2908

Subdivision

Carrier Route C011

County Alameda County, CA

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2010 Census Trct/Blk 4091/1

Assessor Roll Year 2020

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Square Feet 2377

of Buildings 1

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Owner Occupied No

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% Improved 78%

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BRs	6	Baths	3 F H	Rooms	12
Total Sq. Ft.	2,377				
Building Square Feet (Living Space)			Building Square Feet (Other)		

- CONSTRUCTION

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

- OTHER

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

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Triplex 3 Units Any Combination	Lot Dimensions	
Block/Lot		Lot Square Feet	7,423
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PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
------------	-----------

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

SHORT TERM RENTAL OPPORTUNITY

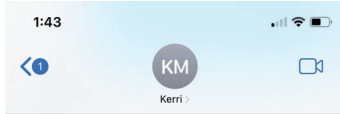
Annual Revenue	Average Daily Rate	Occupancy Rate	No short-term rental information was found for this parcel
-----------------------	---------------------------	-----------------------	--

LEGAL DESCRIPTION

Subdivision	Plat Book/Page
Block/Lot	Tax Area 17-032
Description	

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0256G	08/03/2009



Fri, Aug 11 at 1:39 PM

Hi Kerry, would you be able to get the information from the previous owner for the property on 468 Douglas St, Oakland, which I purchased through you and your team in Feb 2021?
- 2014 garbage fee
- Landlord policy fee (if any)
- any repair or other fees?

The previous owner should have all this info from 2014 tax return.

I'm filing maintenance net operating income with the RAP but the hearing officer won't be able to approve the case without 2014 expense information.

Would you please help me of getting this information form the previous owner?

Wed, Aug 16 at 2:20 PM

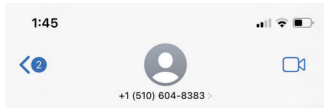
Hi Kerri, do you have this intro from the ores opus owner of 468 Douglas ave oakland?

Thu, Aug 17 at 10:35 AM

Sellers name is Susan Brown. Her telephone number is [510-604-8383](tel:510-604-8383)

Ok. Thanks.

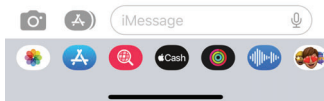
Delivered



iMessage
Thu, Aug 17 at 11:39 AM

Hi Susan Brown, this is Abby Sukarto, the buyer of your previous rental place on 468 Douglas St, Oakland CA 94603 in 2021. So, I files rent adjustment for this property with Oakland rent adjustment office. My case was denied because I don't have much information regarding the expenses in 2014. I have 2 weeks to appeal the case and I am wondering whether you could let me know the expense for garbage and insurance or other expenses in this property. Without this info, I cannot ever file for rent adjustment. You should be able to see this info in 2014 tax return and just let me know the numbers. Would you please help me in this case?

Read 8/17/23





Consumer Price Index



July 12, 2023 Update

The Bay Area Consumer Price Index

The Consumer Price Index (CPI) measures the change in the price of a range of goods and services over time.

The change in the index is referred to as the rate of inflation. The numbers presented are prepared by the *Bureau of Labor Statistics* for the *Consolidated Metropolitan Statistical Area* covering San Francisco, Oakland and San Jose. This series is generally used as representative of the CPI for the nine-county Bay Area region, although a change in the sample geography in 2018 means the index is now reported for the *San Francisco-Oakland-Hayward, CA Core Based Statistical Area*, covering Alameda, Contra Costa, Marin, San Francisco and San Mateo counties and not the remaining counties.

Raw *Bureau of Labor Statistics* CPI numbers are provided below. Annual averages are provided, followed by bimonthly values. The base year is an average of 1982, 1983 and 1984 (hence 1982-84=100).

Monthly Bay Area Index

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg
2023	---	337.2	---	338.5	---	340.1	---	---	---	---	---	---	---
2022	---	320.2	---	324.9	---	330.5	---	328.9	---	332.1	---	331.2	328.0
2021	---	304.4	---	309.4	---	309.5	---	311.2	---	313.3	---	315.8	310.6
2020	---	299.7	---	298.1	---	300.0	---	300.2	---	301.7	---	302.9	300.4
2019	---	291.2	---	294.8	---	295.3	---	295.5	---	298.4	---	297.0	295.4
2018	---	281.3	---	283.4	---	286.1	---	287.7	---	289.7	---	289.9	286.3
2017	---	271.6	---	274.6	---	275.3	---	275.9	---	277.6	---	277.4	275.4
2016	---	262.6	---	264.6	---	266.0	---	267.9	---	270.3	---	269.5	266.8
2015	---	254.9	---	257.6	---	259.1	---	259.9	---	261.0	---	260.3	258.8
2014	---	248.6	---	251.5	---	253.3	---	253.4	---	254.5	---	252.2	252.3
2013	---	242.7	---	244.7	---	245.9	---	246.1	---	246.6	---	245.7	245.3

000139



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

I served a copy of:

Additional supporting documents showing good cause on remand hearing of fair return (Case # L22-0065)

(insert name of document served)

And Additional Documents

and (write number of attached pages) 9 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

PERSON(S) SERVED:

Name	Alejandro Reyes
Address	468 Douglas Ave
City, State, Zip	Oakland, CA 94603

Name	Marcos Rios Valdez
Address	472 Douglas Ave, Oakland
City, State, Zip	Oakland, CA 94603

Name	Salvador Maldonado
Address	474 Douglas Ave, Oakland
City, State, Zip	Oakland, CA 94603

Name	City of Oakland, Attn: Rent Adjustment Program , Hearing officer: Maimoona Sahi Ahmad
Address	250 Frank H Ogawa Plaza, Ste 5313
City, State, Zip	Oakland, CA 94612-2034

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 ___/___/___ (insert date served).

Abby Sukarto

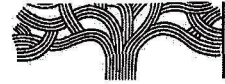
PRINT YOUR NAME



SIGNATURE

01/22/2024

DATE



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

Housing and Community Development Department
Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER: L22-0065 Sukarto v. Tenants
PROPERTY ADDRESS: 468 Douglas Avenue, Oakland, CA
DATE OF REMAND HEARING: February 27, 2024
DATE OF DECISION: May 3, 2024
APPEARANCES: Abby Sukarto - Owner
Alejandro Reyes - Tenant
Claudia Lindgreen - Interpreter

BACKGROUND AND SUMMARY OF APPEAL DECISION

A Hearing Decision in this case was issued on August 10, 2023, denying the owner petition for approval of a rent increase based on fair return. The Hearing Decision determined that the owner did not provide evidence of various expenses for the base year of 2014 and that, without documentation of 2014 expenses, there was insufficient evidence to support a fair return petition. Further, the Hearing Decision found that the owner did not provide evidence of appreciation in value of the subject property.

The owner appealed, claiming that she could not provide evidence of 2014 expenses because the owner did not own the property until February 11, 2021. The owner submitted new evidence on appeal with estimates of expenses for 2014. Additionally, the owner argued that the value of the property is not a proper consideration under the Maintenance of Net Operating Income (MNOI) formula to determine fair return,

An Appeal Hearing was held on October 26, 2023, and an Appeal Decision was issued on November 16, 2023. The Board remanded the Hearing Decision back to the Hearing Officer to apply the MNOI method and to allow the parties to submit additional evidence upon a showing of good cause. The Board directed the Hearing Officer to schedule a new hearing if necessary. Specifically, the Board directed the Hearing

Officer “to determine whether or not the evidence is sufficient underneath the regulations for the MNOI standard.”¹

A Remand Hearing was set for February 27, 2024, to allow for the submission of additional evidence regarding the 2014 base year expenses.

EVIDENCE

At the Remand Hearing, the owner submitted an updated Worksheet C - Fair Return document outlining the income and expenses for the subject property for the base year of 2014, and the comparison year of 2021 for purposes of a fair return calculation.² At the hearing, the owner testified that she did not own the property until February 11, 2021, and was unable to obtain any records for the annual garbage expenses in 2014 from the former owner, who passed away in 2019. She reached out to the survivors of the former owner and did not receive a response. The owner testified that she decided to list the same amount for 2014 and 2021 garbage expenses. She further testified that she was unable to obtain any mortgage history for this property, so she assumed that the prior owner did not have a mortgage or any insurance expenses and decided to put \$0.00 for insurance expenses for 2014. Finally, the owner testified that the listing agent told her the former owner was old and didn't do any repairs or upkeep for the property, so she assumed the maintenance/repair costs for 2014 were \$0.00.

The owner also submitted an MLS Tax Suite document verifying that the former owner passed away in 2019.³ The MLS document also states that there was no mortgage history found for this parcel.

The owner submitted copies of text messages showing that she attempted to reach the spouse of the former owner for information about relevant operating expenses for 2014 and did not receive a response.⁴

Finally, the owner submitted a copy of the Bay Area Consumer Price Index updated on July 12, 2023, and testified that she used the CPI figures for 2014 to do her own MNOI calculations.⁵

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Constitutionally Required Fair Return

The City of Oakland Rent Adjustment Ordinance permits owners to claim that a rent increase greater than the CPI rent increase is necessary to meet the constitutional

¹ Appeal Decision, L22-0065, p. 2.

² Exhibit 1 – Updated Worksheet C – Fair Return

³ Exhibit 2 – MLS Tax Suite

⁴ Exhibit 3 – Text Message Communications

⁵ Exhibit 4 – Bay Area Consumer Price Index

or fair return requirement.⁶ The Rent Adjustment Program Regulations (Regulations) set forth the following rules regarding "fair return":

d. (1) Owners are entitled to the opportunity to receive a fair return. Ordinarily, a fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year, subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

(2) Maintenance of Net Operating Income (MNOI) Calculations

1. The base year shall be the calendar year 2014.

a. New owners are expected to obtain relevant records from prior owners.

b. Hearing officers are authorized to use a different base date, however, if an owner can demonstrate that relevant records were unavailable (e.g., in a foreclosure sale) or that use of base year 2014 will otherwise result in injustice.

2. The NOI for a property shall be the gross income less the following: property taxes, housing service costs, and the amortized cost of capital improvements. Gross income shall be the total of gross rents lawfully collectible from a property at 100% occupancy, plus any other consideration received or receivable for, or in connection with, the use or occupancy of rental units and housing services. Gross rents collectible shall include the imputed rental value of owner-occupied units.

3. When an expense amount for a particular year is not a reasonable projection of ongoing or future expenditures for that item, said expense shall be averaged with the expense level for that item for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

(3) Owners may present methodologies alternative to MNOI for assessing their fair return if they believe that an MNOI analysis will not adequately address the fair return considerations in their case. To pursue an alternative methodology, owners must first show that they cannot get a fair return under an MNOI analysis. They must specifically state in the petition the factual and legal bases for the claim, including any calculations.

⁶ O.M.C. §8.22.070(C)(d)

Base Year Income and Expenses:

The Regulations require that the base year of 2014 be used and that new owners are expected to obtain relevant records from prior owners. Therefore, the burden is upon the owner to obtain all relevant records for 2014 from the prior owner. In this case, the owner argues that she was unable to obtain the records from the former owner because he passed away in 2019 and his spouse was unresponsive to her text message requesting records for 2014. Under the regulations, the alternative for an owner who can't provide 2014 records is to use a different base year, not to guess or estimate expenses for 2014. In this case, the owner did not produce evidence of expenses for any other year for consideration as the base year. Based on the documents submitted at the remand hearing and the underlying record in this case, the owner has failed to sustain her burden of proof for providing relevant expenses for the base year of 2014. Therefore, the owner petition seeking approval for a rent increase based on fair return is denied.

ORDER

1. The Owner Petition L22-0065 is denied.

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: May 3, 2024

Maimoona Ahmad

Maimoona S. Ahmad, Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: L22-0065

Case Name: Sukarto v. Tenants

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

Abby Sukarto
259 Moscow Street
San Francisco, CA 94112

Tenant

Alejandro Reyes
468 Douglas Avenue
Oakland, CA 94603

Tenant

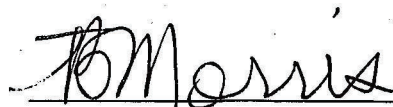
Marcos Rios Valdez
472 Douglas Avenue
Oakland, CA 94603

Tenant

Salvador Maldonado
474 Douglas Avenue
Oakland, CA 94603

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 07, 2024** in Oakland, California.



Teresa Brown-Morris
Oakland Rent Adjustment Program

000147



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 Abby Sukarto	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 468 Douglas Ave, Oakland, CA 94603 472 Douglas Ave, Oakland, CA 94603 474 Douglas Ave, Oakland, CA 94603	
Appellant's Mailing Address (For receipt of notices) 259 Moscow St, San Francisco, CA 94112	Case Number L22-0065
	Date of Decision appealed 5/22/2024
Name of Representative (if any) N/A	Representative's Mailing Address (For notices) N/A

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.

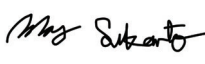
- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions 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: 3.

• 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 May 22, 2024, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Alejandro Reyes	Salvador Maldonado
Address	468 Douglas Ave	474 Douglas Ave.
City, State Zip	Oakland, CA 94603	Oakland, CA 94603
Name	Marcos Rios Valdez	
Address	472 Douglas Ave	
City, State Zip	Oakland, CA 94603	

	5/22/2024
---	-----------

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.

Petition of L22-0065 is denied for the following reason.

“the owner was unable to obtain the records from the former owner because he passed away in 2019 and his spouse was unresponsive to her text message requesting records for 2014. Under the regulations, the alternative for an owner who can’t provide 2014 records is to use a different base year, not to guess or estimate expenses for 2014. In this case, the owner did not produce evidence of expenses for any other year for consideration as the base year. Based on the documents submitted at the remand hearing and the underlying record in this case, the owner has failed to sustain her burden of proof for providing relevant expenses for the base year of 2014.” (see pg. 4 of the remand hearing decision letter on 5/3/2024)

Petition of L22-0065 is appealed for the following reasons.

1. Based on the Remand Decision Hearing letter on May 3, 2024, it was outlined that "the Hearing officers are authorized to use different base date, however, if an owner can demonstrate that relevant records were unavailable " (see pg.3 of the letter, Section (2), 1.b). Given the good cause evidence provided by the owner in the Remand Hearing on 2/27/2024, the hearing officer can use the insurance expense of the current year 2021 for the amount of \$1,097.00 as the that of the base year 2014. Since the owner only have the insurance expense in 2021, the insurance expense of the base year 2014 was inputted to be \$1,097.00 on the fair return worksheet C (see pg. 2).
2. For maintenance/ repair expense for the base year 2014, the owner provided the reason in the remand hearing in 2/27/2024 that most repair was done by tenants and thus it was inputted to be \$0.00 on the fair return worksheet C (see pg. 2). The maintenance/ repair expense is upheld to be \$0.00 in the appeal for the following reasons.
 - tenants did not object to the \$0.00 maintenance/ repair expense in the remand hearing or presented written objections prior to the hearing
 - repair/ maintenance expense is highly specific to the work being performed and other year of this expense cannot be used for the base year 2014, unless the same exact maintenance/ repair was conducted in other year prior to 2021

WORKSHEET C
FAIR RETURN

Petitions based on Fair Return must include the below information. *Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.*

	BASE YEAR (2014)	LAST YEAR
	From: 01/01/14 to 12/31/14 (mm/dd/yy) (mm/dd/yy)	From: 02/11/21 to 12/31/21 (mm/dd/yy) (mm/dd/yy)
INCOME		
Rents	\$ 21,600	\$ 24,128
Parking	\$	\$
Laundry	\$	\$
Other: _____	\$	\$
Imputed rent if any unit owner/manager-occupied	\$	\$
Imputed rent if any unit not rented to capacity	\$	\$
Total:	\$ 21,600	\$ 24,128
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$	\$ 535
Water/Sewer	\$	\$
Insurance	\$ **	\$ 1,097
Maintenance/Repairs	\$ ***	\$ 7,095
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Property Taxes	\$ 2,148	\$ 7,008
Business License	\$ 613	\$ 1,033
Management Expenses	\$	\$
Furnishings	\$	\$
Capital Improvements (Amortized cost)	\$	\$
Other: _____	\$	\$
Other: _____	\$	\$
Total:	\$ 2,761	\$ 16,768

** : Current owner was not able to get the insurance expense from the previous owner. Therefore, the insurance expense for the base year of 2014 was inputted for \$1,097.00, the same as that of the current year 2021, since it is the only available insurance expense prior to and in 2021.

*** : Maintenance/ repair expense could not be obtained from the previous owner due to his death in 2019 and unresponsive text from the previous' owner's spouse. The current owner received verbal confirmation from the tenants that repair was completed by the tenants and thus the maintenance/ repair expense for base year 2014 was inputted \$0.

Fair return calculation		
No	Base year (2014)	Current year (2021)
1 Total annual income	\$ 21,600.00	\$ 24,128.25
2 Annual operating expense	\$ 4,392.84	\$ 16,767.84
3 Current net annual operating income	\$ 17,207.16	\$ 7,360.41
4 CPI	252.3	310.6
5 % annual increase in CPI Base year to current year		23.1
6 Fair annual operating income		\$ 21,183.29
7 Allowable rent increase		\$ 13,822.88
Allowable rent increase/ month/unit		\$ 383.97



CITY OF OAKLAND
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For Rent Adjustment Program date stamp.

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- 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: Appeal
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 3 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

PERSON(S) SERVED:

Name	Alejandro Reyes
Address	468 Douglas Ave
City, State, Zip	Oakland, CA 94603

Name	Marcos Rios Valdez
Address	472 Douglas Ave
City, State, Zip	Oakland, CA 94603

Name	Salvador Maldonado
Address	474 Douglas Ave.
City, State, Zip	Oakland, CA 94603

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 5/22/2024 (insert date served).

Abby Sukarto

PRINT YOUR NAME

Abby Sukarto

SIGNATURE

5/22/2024

DATE

CHRONOLOGICAL CASE REPORT

Case No.: L24-0012

Case Name: 5385 Broadway LLC v. Tenants

Property Address: 5385 Broadway Oakland, CA 94618

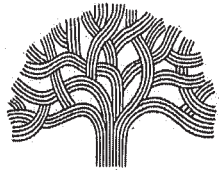
Parties: Jeff DeMartini (Owner/Owner Representative)
Dane Frederiksen (Tenant)
Jennifer McGlinchey (Tenant)
Lujuana Treadwell (Tenant)
Theresa Gleeson (Tenant)
Eric Rech (Tenant)
Franz Brustmeyer (Tenant)
Douglas Baker (Tenant)
Ranon Dulberg (Tenant)
Ali Hemmatifar (Tenant)
Daniel Molina (Tenant)
Paul Nichols (Tenant)
Scott Ammon (Tenant)
Laurie Rose (Tenant)
Evan Schwarzbaum (Tenant)
David Saunders (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Petition filed (Owner)	March 21, 2024
Owner Exhibits	March 21, 2024
Remote Hearing Date (5/7/24)	March 28, 2024
Notice of Incomplete Owner Petition	April 9, 2024

Additional Owner Exhibits	April 11, 2024
Hearing Date (July 9, 2024)	May 29, 2024
Additional Owner Exhibits	June 6, 2024
Administrative Decision	July 3, 2024
Appeal filed	July 18, 2024

L24-0012 EL/BJ



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

MAR 21 2024

**RENT ADJUSTMENT PROGRAM
OAKLAND**

**PROPERTY OWNER PETITION
FOR APPROVAL OF RENT INCREASE**

Please fill out this form as completely as you can. Rent increases based on anything other than the annual allowable CPI rate or banking must first be approved by the Rent Adjustment Program ("RAP") after a hearing. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.** To make an appointment email RAP@oaklandca.gov.

Rental Unit Information	
5385	Broadway
Street Number	Street Name
	Unit Number
Oakland, CA	94618
	Zip Code
Is there more than one street address on the parcel?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list all addresses: _____	
Type of unit(s) (check one):	Number of units on property: 23
<input type="checkbox"/> Single family home	Date acquired property: 5/23/06
<input type="checkbox"/> Condominium	
<input checked="" type="checkbox"/> Apartment, room, or live-work	
Case number(s) of any relevant prior Rent Adjustment case(s): _____	
Property Owner Information	
First Name	Last Name
Company/LLC/LP (if applicable): 5385 Broadway LLC	
Mailing address: PO Box 1574, Burlingame, CA 94011	
Primary Telephone: (408) 480-9722	Other Telephone: _____
Email: jeffdemar@gmail.com	
Property Owner Representative (Check one):	
<input type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Non-attorney	
Jeff	DeMartini
First Name	Last Name
Firm/Organization (if any)	
Mailing Address: PO Box 1574, Burlingame, CA 94011	
Phone Number: (408) 480-9722	Email: jeffdemar@gmail.com

GENERAL FILING REQUIREMENTS

To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee") or evidence of exemption from the RAP Fee	Attach proof of payment of the current year's RAP Fee for the subject property or evidence of exemption from the RAP Fee (e.g., Certificate of Occupancy).
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below.</p> <p><input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>3/21/24</u></p> <p><input type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p> <p><small>*If RAP Notice was first provided on or after September 21, 2016, RAP Notice must be provided in English, Spanish, and Chinese. If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</small></p>
<p>Evidence of registration for all affected cover units (check one of the following boxes)</p> <p><input checked="" type="checkbox"/> On <u>6/27/23</u>, I/we used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown.</p> <p><input type="checkbox"/> The subject property is exempt from the registration requirement</p>	<p>To support this declaration, I am providing:</p> <p><input type="checkbox"/> If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building.</p> <p><input checked="" type="checkbox"/> If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online.</p> <p>OR</p> <p>Declaration of Exemption:</p> <p><input type="checkbox"/> The residential property involved in this petition matter is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, the subject unit(s) are not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.</p>

GROUNDS FOR PETITION

Select the grounds for this petition from the list below. Check all that apply. See column on the right for filing requirements and documentation to be submitted together with the petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. For a full description of each justification, see the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.

Grounds	Description	Requirements
---------	-------------	--------------

<input checked="" type="checkbox"/> Capital Improvements	<p><i>Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in the Regulations).</i></p>	<ul style="list-style-type: none"> ✓ Improvements meet the description of capital improvements set forth in the Regulations. ✓ Improvements completed and paid for within 24 months prior to petition filing date. ✓ Complete Worksheet A on page 4 of this petition. ✓ Attach documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finalized), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements.
<input type="checkbox"/> Uninsured Repair Costs	<p><i>Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.</i></p>	<ul style="list-style-type: none"> ✓ Repairs completed and paid for within 24 months prior to petition. ✓ Insurance proceeds insufficient to cover full amount of required repair costs. ✓ Complete Worksheet A on page 4 of this petition. ✓ Attach documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds.
<input type="checkbox"/> Increased Housing Service Costs	<p><i>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units. Property tax is NOT considered a housing service cost.</i></p>	<ul style="list-style-type: none"> ✓ Complete Worksheet B on page 5 of this petition. ✓ Attach documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments or property taxes.
<input type="checkbox"/> Fair Return	<p><i>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</i></p>	<ul style="list-style-type: none"> ✓ Complete Worksheet C on page 6 of this petition. ✓ Attach organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses.
<input type="checkbox"/> Banking	<p><i>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in</i></p>	<ul style="list-style-type: none"> ✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of >30% over the past 5 years. ✓ Complete Worksheet D on page 7 of this petition.

	<i>conjunction with petitions based on other grounds/justifications.</i>	✓ Attach documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D.
<input type="checkbox"/> Additional Occupant(s)	<i>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</i>	✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020. ✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant. ✓ Attach documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).
<input type="checkbox"/> Tenant Not Residing in Unit as Principal Residence	<i>If the tenant(s) no longer reside in the unit as their principal residence, an owner may increase the rent by any amount. See O.M.C. § 8.22.070.C.1.f and the implementing regulations of the Rent Adjustment Ordinance, § 8.22.020 ("Principal Residence").</i>	✓ Attach evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.

**WORKSHEET A:
CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS**

Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.

Total number of residential units in building*: <u>23</u> <i>*Including any vacant and owner/manager-occupied units</i>	For <i>mixed-use buildings</i> , provide:	Residential sq. ft: _____ Other use sq. ft: _____ % residential use: _____
--	---	--

BUILDING-WIDE CAPITAL IMPROVEMENTS

CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received
Mandatory Seismic Retrofit	6/11/21	4/19/22	4/21/22	\$306,360.97	\$0

SUBTOTAL:

UNIT-SPECIFIC CAPITAL IMPROVEMENTS

CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received

SUBTOTAL:

Owners who submit petitions based on Increased Housing Service Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises.

	YEAR 1 (two years ago)		YEAR 2 (last year)	
	From: _____ to _____	From: _____ to _____	From: _____ to _____	From: _____ to _____
	(mm/dd/yy)	(mm/dd/yy)	(mm/dd/yy)	(mm/dd/yy)
INCOME				
Rents	\$		\$	
Parking	\$		\$	
Laundry Income	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	
EXPENSES				
Garbage	\$		\$	
Water/Sewer	\$		\$	
Electricity/Gas	\$		\$	
Insurance	\$		\$	
Repairs and Maintenance	\$		\$	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Furnishings	\$		\$	
Business License	\$			
Management Expenses	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	

**WORKSHEET C:
FAIR RETURN**

Owners who submit petitions based on Fair Return must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.

	BASE YEAR (2014)		LAST YEAR	
	From: _____ to _____	_____	From: _____ to _____	_____
	(mm/dd/yy)	(mm/dd/yy)	(mm/dd/yy)	(mm/dd/yy)
INCOME				
Rents	\$		\$	
Parking	\$		\$	
Laundry	\$		\$	
Other: _____	\$		\$	
Imputed rent if any unit owner/manager-occupied	\$		\$	
Imputed rent if any unit not rented to capacity	\$		\$	
Total:	\$		\$	
EXPENSES				
Electricity/Gas	\$		\$	
Garbage	\$		\$	
Water/Sewer	\$		\$	
Insurance	\$		\$	
Maintenance/Repairs	\$		\$	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Property Taxes	\$		\$	
Business License	\$		\$	
Management Expenses	\$		\$	
Furnishings	\$		\$	
Capital Improvements (Amortized cost)	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	

**WORKSHEET D:
BANKING**

Petitions based on Banking must include the below information. List each tenant for whom you are seeking an increase. Attach all documents which support the dates and amounts shown in the chart. "Current Pass-Through Amount" refers to any capital improvement pass-through currently being paid by the tenant.

TENANT NAME	UNIT #	MOVE-IN DATE (mm/dd/yy)	RENT AT MOVE-IN	RENT 11 YEARS AGO (If tenant has lived in unit >11 years)	CURRENT RENT	CURRENT PASS-THROUGH AMOUNT (If any)

TENANT INFORMATION

(Required for all petitions)

List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Dane Frederiksen	5385 Broadway #101	dane@digitalaccomplice.com	(410) 407-0967	\$2,496.55	Capital improvements
Jennifer McGlinchey	5385 Broadway #102	jpmeg3451@gmail.com	(714) 924-2496	\$1,982.75	Capital improvements
Lujana Treadwell	5385 Broadway #103	lujanatreadwell@gmail.com	(510) 205-8008	\$1,995.00	Capital improvements
Theresa Gleeson	5385 Broadway #104	5385broadway@gmail.com	(510) 695-9762	\$710.45	Capital improvements
Eric Rech	5385 Broadway #105	ericrech@hotmail.com	(510) 282-2364	\$1,151.67	Capital improvements
Franz Brustmeyer	5385 Broadway #106	franz229@yahoo.com	(510) 495-7209	\$1,483.92	Capital improvements
Douglas Baker	5385 Broadway #107	dougbaker2@earthlink.net	(510) 910-4048	\$1,168.22	Capital improvements
Ranon Dulberg	5385 Broadway #201	rdulberg@gmail.com	(805) 895-1237	\$1,243.90	Capital improvements
All Hemmatifar	5385 Broadway #205	alhemmatif19@gmail.com	(650) 469-2300	\$2,034.25	Capital improvements
Daniel Molina	5385 Broadway #206	dgmolina19@gmail.com	(530) 446-4111	\$2,034.25	Capital improvements
Paul Nichols	5385 Broadway #301	paulette@pauletteinternational.com	(510) 601-7155	\$1,029.87	Capital improvements

TENANT INFORMATION

(Required for all petitions)

List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Scott Ammon	5385 Broadway #302	scjammon@gmail.com	(510) 894-9288	\$2,054.85	Capital improvements
Laurie Jane Rose	5385 Broadway #305	writinglj@comcast.net	(415) 871-1433	\$1,628.18	Capital improvements
Evan Schwarzbaum	5385 Broadway #307	eschwarzbaum@gmail.com	(973) 508-7458	\$2,156.43	Capital improvements
David Saunders	5385 Broadway #308	davidsaunders@yahoo.com	(310) 529-2957	\$2,093.90	Capital improvements

OWNER VERIFICATION

(Required)

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

Jeff DeMartini

3/21/24

Property Owner's Signature

Date

Property Owner's Signature

Date

DOCUMENTATION IN EXCESS OF 25 PAGES

- The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/IES send you documents related to your case electronically. If you agree to electronic service, the RAP and other parties may send certain documents (except a response to a petition) only electronically and not by first class mail.

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

MEDIATION PROGRAM

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

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

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

Jeff DeMartini

3/21/24

Property Owner's Signature

Date

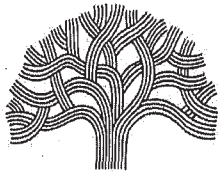
INTERPRETATION SERVICES

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

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

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

-END OF PETITION-



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

I served a copy of: Property Owner Petition for Approval of Rent Increase/Notice of Petition (insert name of document served) and
 And Additional Documents

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

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Dane Frederiksen
Address	5385 Broadway #101
City, State, Zip	Oakland, CA 94618
Email Address	dane@digitalaccomplice.com

Name	Jennifer McGlinchey
Address	5385 Broadway #102
City, State, Zip	Oakland, CA. 94618
Email Address	jpme3451@gmail.com

Name	Lujuana Treadwell
Address	5385 Broadway #103
City, State, Zip	Oakland, CA. 94618
Email Address	lujuanatreadwell@gmail.com

Name	Terry Gleeson
Address	5385 Broadway #104
City, State, Zip	Oakland, CA. 94618
Email Address	5385broadway@gmail.com

Name	Eric Rech
Address	5385 Broadway #105
City, State, Zip	Oakland, CA. 94618
Email Address	ericprech@hotmail.com

Name	Franz Brustmeyer
Address	5385 Broadway #106
City, State, Zip	Oakland, CA. 94618
Email Address	franz229@yahoo.com

Name	Douglas Baker
Address	5385 Broadway #107
City, State, Zip	Oakland, CA 94618
Email Address	dougbaker2@earthlink.net

Name	Ranon Dulberg
Address	5385 Broadway #201
City, State, Zip	Oakland, CA. 94618
Email Address	rdulberg@gmail.com

Name	Ali Hemmatifar
Address	5385 Broadway #205
City, State, Zip	Oakland, CA 94618
Email Address	alihemmati19@gmail.com

Name	Daniel Molina
Address	5385 Broadway #206
City, State, Zip	Oakland, CA. 94618
Email Address	dgmolina91@gmail.com

Name	Paul Nichols
Address	5385 Broadway #301
City, State, Zip	Oakland, CA. 94618
Email Address	paulette@pauletteinternational.com

Name	Scott Ammon
Address	5385 Broadway #302
City, State, Zip	Oakland, CA. 94618
Email Address	scjammon@gmail.com

Name	Laurie Jane Rose
Address	5385 Broadway #305
City, State, Zip	Oakland, CA. 94618
Email Address	writinglj@comcast.net

Name	Evan Schwarzbaum
Address	5385 Broadway #307
City, State, Zip	Oakland, CA 94618
Email Address	eschwarzbaum@gmail.com

Name	David Saunders
Address	5385 Broadway #308
City, State, Zip	Oakland, CA. 94618
Email Address	davidsaunders@yahoo.com

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 3/21/24 (insert date served).

Jeff DeMartini

PRINT YOUR NAME
Jeff DeMartini

3/21/24

SIGNATURE

DATE

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 3/21/24 (insert date served).

Jeff DeMartini

PRINT YOUR NAME
Jeff DeMartini

3/21/24

SIGNATURE

DATE

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!

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

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

ACCOUNT
NUMBER
00002853

DBA 5385 BROADWAY LLC

BUSINESS LOCATION 5385 BROADWAY
OAKLAND, CA 94618-1454

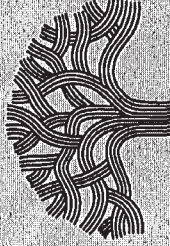
BUSINESS TYPE O2 Rental - Apartment

5385 BROADWAY LLC
JEFF DEMARTINI
PO BOX 1574
BURLINGAME, CA 94011-1578



EXPIRATION DATE
12/31/2024

Starting January 1, 2021, Assembly
Bill 1607 requires the prevention of
gender-based discrimination of
business establishments. A full notice
is available in English or other
languages by going to:
<https://www.dca.ca.gov/publications>



Guest

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Account # 00002853
5385 BROADWAY LLC

Business License Online Renewal 

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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: 2/28/2024
Confirmation #: 586272

Account Information

Account #: 00002853
Expire Date: 12/31/2024
Name: 5385 BROADWAY LLC
Address: 5385 BROADWAY
City: OAKLAND
Phone: (408) 480-9722

Summary

	Input	Amount
Tax Calculation		
Current Year Business Tax - Residential/Non-Resident's Rentals	493,271.79	\$6,881.14
BT 021180 (AS1079)	1	\$4.00
BT Recreational and Tents	1	\$5.00
Total # of Employees in 2023, Excluding Owners - report only employees that work within Oakland	1	\$5.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records	23	\$2,323.00
Total Due		\$9,218.14

Payment Information

Payment Amount: \$9,218.14

After printing or saving this page for your records, you may close this browser window/tab.

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Select Language: ▼

Overview

Parcel Number : 048A703600801 | Site Address : 5385 BROADWAY OAKLAND CA 94618 US | Year Built : 1960
Assessor Total Unit Count : 23 | Total Units Added : 23 | Property Status : Registration Completed

← Back

INSTRUCTIONS TO REGISTER YOUR PROPERTY

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

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

Step 3: Claim Exemption(s). Once all units are added, use each unit's yellow "Action" button to claim an exemption for individual units (e.g., "Owner-occupied").

Note: If you believe your entire property is exempt from rent registration requirements, then use the blue property "Action" button to submit a property-wide exemption.

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

Address

Address

5385 BROADWAY OAKLAND CA 94618 US

Map data ©2023

Image View

Map View

Click on green "Add Contacts" button to add necessary contacts (Primary Owner and Property Manager). You must add BOTH a Primary Owner and Property Manager contact in order to submit your property for registration. If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. Use Action buttons next to each contact name to edit address and other contact information.

000178

After you have added both an Owner and Property Manager contact, use "Contact Preferences" button to designate who should receive future Rent Registry communications.

Contacts

[+ Contact Preferences](#)

Columns ▾

Search...

Associated to asset as	Contact Type	Business Name	Name
Owner	Business		BROADWAY LLC 5385
Property Manager	Individual		Jeff DeMartini

1

5 ▾ items per page

1-2 of 2 Items

Click on green "Add Unit" button and add ALL residential units on the property, including exempt units, to the unit inventory. After adding all units to inventory, you may claim individual unit(s) exempt by clicking on each unit's yellow "Action" button and selecting "Apply for Exemption."

Unit Inventory

Export to Excel Search...

Drag a column header and drop it here to group by that column

Unit Site Address	Unit Name	Status	Occupancy Type	Initial Rent	Current Rent	Occupancy Start Date	Date of Most Recent Rent Increase	Action
5385 BROADWAY OAKLAND CA 94618 US	101	Non-Exempt	Tenant	\$ 2,500.00	\$ 2,546.55	10/08/2020	01/01/2022	
5385 BROADWAY OAKLAND CA 94618 US	102	Non-Exempt	Tenant	\$ 1,925.00	\$ 1,982.75	02/01/2022	02/01/2023	
5385 BROADWAY OAKLAND CA	103	Non-Exempt	Tenant	\$ 2,045.00	\$ 2,045.00	03/11/2022		

94618 US									
5385 BROADWAY OAKLAND CA 94618 US	104	Non-Exempt	Manager			03/01/2009			
5385 BROADWAY OAKLAND CA 94618 US	105	Non-Exempt	Tenant	\$ 641.00	\$ 1,123.58	05/25/1999	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	106	Non-Exempt	Tenant	\$ 925.00	\$ 1,497.73	05/01/2000	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	107	Non-Exempt	Tenant	\$ 520.00	\$ 1,139.73	03/01/1991	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	201	Non-Exempt	Tenant	\$ 925.00	\$ 1,263.56	09/12/2009	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	202	Non-Exempt	Rent Subsidized Tenant	\$ 1,875.00	\$ 2,025.00	05/01/2021	06/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	203	Non-Exempt	Tenant	\$ 2,055.00	\$ 2,055.00	03/01/2023			
5385 BROADWAY OAKLAND CA 94618 US	204	Non-Exempt	Tenant	\$ 2,125.00	\$ 2,125.00	07/24/2022			
5385 BROADWAY OAKLAND CA 94618 US	205	Non-Exempt	Tenant	\$ 2,025.00	\$ 2,084.25	04/10/2021	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	206	Non-Exempt	Tenant	\$ 1,975.00	\$ 2,034.25	05/01/2021	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	207	Non-Exempt	Rent Subsidized Tenant	\$ 1,100.00	\$ 2,045.00	11/16/2002	04/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	208	Non-Exempt	Tenant	\$ 2,075.00	\$ 2,075.00	05/23/2023			
5385									

BROADWAY OAKLAND CA 94618 US	301	Non-Exempt	Tenant	\$ 575.00	\$ 1,004.75	07/01/1999	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	302	Non-Exempt	Tenant	\$ 2,045.00	\$ 2,104.85	01/07/2022	02/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	303	Non-Exempt	Tenant	\$ 2,175.00	\$ 2,175.00	08/15/2020			
5385 BROADWAY OAKLAND CA 94618 US	304	Non-Exempt	Tenant	\$ 2,095.00	\$ 2,095.00	07/16/2022			
5385 BROADWAY OAKLAND CA 94618 US	305	Non-Exempt	Tenant	\$ 1,325.00	\$ 1,638.47	10/23/2012	01/01/2023		
5385 BROADWAY OAKLAND CA 94618 US	306	Non-Exempt	Tenant	\$ 2,145.00	\$ 2,145.00	07/12/2022			
5385 BROADWAY OAKLAND CA 94618 US	307	Non-Exempt	Tenant	\$ 2,015.00	\$ 2,156.43	10/15/2017	01/01/2020		
5385 BROADWAY OAKLAND CA 94618 US	308	Non-Exempt	Tenant	\$ 1,750.00	\$ 2,093.90	08/07/2015	01/01/2023		

50 items per page 1-23 of 23 items

My Cases

Columns Export to Excel Search...

Case Number	Created On Entity	Case Type	Created On ↓	Updated Date	Status
	APN: 048A703600801	Rent Registry	04/05/2023 10:21 AM	07/19/2023 04:28 PM	Registration Completed

10 items per page 1-1 of 1 items

Property Action Menu

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5385 BROADWAY SEISMIC RETROFIT/CAPITAL IMPROVEMENT

Vendor	Date	Amount	Subtotals
SFT Construction	9/27/21	\$ 1,000.00	
SFT Construction invoice 2	11/22/21	\$ 5,000.00	
SFT Construction invoice 3	11/22/21	\$ 37,000.00	
SFT Construction invoice 4	12/16/21	\$ 25,104.05	
SFT Construction invoice 5	1/31/22	\$ 70,000.00	
SFT Construction invoice 6	2/9/22	\$ 39,895.95	
SFT Construction invoice 7	4/21/22	\$ 20,000.00	
SFT Construction CO1	12/17/21	\$ 28,050.00	
SFT Construction CO2	2/9/22	\$ 9,200.00	
SFT Construction total			\$ 235,250.00
Harry Clark Plumbing & Heating	2/14/22	\$ 27,668.26	
Harry Clark total			\$ 27,668.26
Morris-Shaffer Engineering	8/4/20	\$ 1,500.00	
Morris-Shaffer Engineering	3/8/22	\$ 2,412.50	
Morris-Shaffer Engineering	12/6/21	\$ 2,225.00	
Morris-Shaffer Engineering	1/25/21	\$ 1,159.38	
Morris-Shaffer Engineering	11/30/20	\$ 6,750.00	
Morris-Shaffer Engineering	9/16/20	\$ 6,100.00	
Morris-Shaffer total			\$ 20,146.88
Norcon	3/21/22	\$ 748.00	
Norcon	2/16/22	\$ 1,344.00	
Norcon	2/2/22	\$ 723.00	
Norcon	4/13/22	\$ 448.00	
Norcon	4/15/22	\$ 448.00	
Norcon total			\$ 3,711.00
City of Oakland	6/14/21	\$ 5,829.83	
City of Oakland total			\$ 5,829.83
Pipe Spy	12/8/21	\$ 13,755.00	
Pipe Spy			\$ 13,755.00
TOTAL			\$ 306,360.97

SFT CONSTRUCTION CORP

LIC NO. 1009086

Retrofit Smart



CONSTRUCTION AGREEMENT

Between Owner/Agent and General Contractor

RE: 5385 Broadway, Oakland, CA

This contract is between:

SFT CONSTRUCTION CORP	Owner/Agent: <u>5385 Broadway LLC</u>
322 6 th St. Suite 4 San Francisco, CA 94103	Address: <u>PO Box 1574, Burlingame, CA 94011</u>
Email: <u>fred@sft-construction.com</u>	Email: <u>jeffdemar@gmail.com</u>
Office: 415-707-1046	Phone: <u>408-486-9722</u>

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within four years of the date of the alleged violation. Any questions concerning contractor may be referred to the Registrar, Contractors' State License P.O. Box 26000, Sacramento, CA 95826.

The above owner/agent obligates SFT Construction to provide construction, labor and materials, necessary to structurally retrofit the mentioned property per approved plans with reference to Oakland Mandatory Soft Story Ordinance.

A. INCLUSIONS

1. Construction services (Labor & Material) per approved plans designed by Morris Shaffer Engineering, Permit Application No. B2102670
 - i. Professional services to submit recycle plans for Green Halo System
 - ii. Demolition, excavation, and hauling construction debris
 - iii. Rebar placement for new concrete foundation
 - iv. Concrete pour
 - v. Rough framing modification
 - vi. 3 steel moment frames (9 columns W12x136 & 4 beams W24x68 & 2 beams W16x77)
2. Passing special inspections, city inspections, and final sign off from City of Oakland

B. EXCLUSIONS

1. Permit and city fees
2. Electrical and plumbing services
3. Special inspection services
4. Stucco and paint

SFT CONSTRUCTION CORP

LIC NO. 1009086

Retrofit Smart



SFT CONSTRUCTION

Total cost of labor and material	\$198,000.00 One Hundred Ninety Eight Thousand Dollars
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C. JOB INFORMATION: The name of the project owner/agent and the direct contractor are as follows:

Owner/Agent Initial: DS
JD

- California State License Board (CSLB) No. 1009086
- Bond Company: Western Surety Company, Policy Number: 71833344
- Worker's Compensation:
ACCREDITED SURETY AND CASUALTY COMPANY INC, Policy Number:
1ATCA16000612

D. TERMS AND CONDITIONS: Contractor License Board's laws and California Civil Code are expressly incorporated in this contract.

E. GENERAL REQUIREMENT

1. All work should be coordinated with the owner and property manager
2. All work will be in compliance with all Construction Laws and Landlord/tenant rules and regulations
3. Contractor guarantees work to pass Independent Inspection and City Inspection
4. Contractor to provide property manager and owner notification of start date per the requirement of the Rent Board
5. Contractor to name owner as an additional on Liability Insurance Policy as follows:
 - i. Commercial General Liability:
 1. Each Occurrence: \$1,000,000
 2. Damage to Rented Premises (EA Occurrence): \$50,000

SFT CONSTRUCTION CORP

LIC NO. 1009086

Retrofit Smart



SFT CONSTRUCTION

3. Med Exp (any one person): \$5,000
4. Personal & ADV Injury: \$1,000,000
5. General Aggregate: \$2,000,000
6. Products-COMP/OP AGG: \$2,000,000
- ii. Automobile Liability: \$1,000,000
- iii. Excess Liability:
 1. Each Occurrence: \$5,000,000
 2. Aggregate: \$5,000,000
6. Contractor to provide proof of Workers Compensation, Insurance, Contractor License, and Business License
 - i. Workers Compensation:
 1. Each Accident: \$1,000,000
 2. Disease- Each Employee: \$1,000,000
 3. Disease- Policy Limit: \$1,000,000
7. Final Payment of contract to be made after issuance of Certificate of Final Completion by Department of Building and Inspection

SFT CONSTRUCTION CORP

LIC NO. 1009086

Retrofit Smart



SFT CONSTRUCTION

F. PAYMENT SCHEDULE: Owner will pay Contractor the sum of 198,000.00 (One Hundred Ninety Eight Thousand Dollars) as follows:

Upon signing the contract	\$1,000.00	\$1,000.00
Upon job site mobilization	\$5,000.00	\$6,000.00
Upon 30% Construction progress - Upon completion of hauling construction debris from excavation and demolition	\$37,000.00	\$43,000.00
Upon 60% Construction progress - Completion of wood framing upgrade, rebar placement for the foundations and concrete shearwall - Steel moment frame fabrication and installation	\$65,000.00	\$108,000.00
Upon 90% Construction progress - Completion of concrete pour for foundations - Collector installation - Completion of steel moment frame installation	\$70,000.00	\$178,000.00
Upon 100% completion and obtaining final sign off from City of Oakland	\$20,000.00	\$198,000.00

G. SCHEDULE OF WORK: Construction will approximately take 10 to 11 weeks.

H. ACCEPTANCE: I have read the proposal set forth in the terms above and accept the proposal with the understanding that it includes those terms.

Direct Contractor (Signature)

Farzad Torabian, President

Date: 08/26/2021

DocuSigned by:
Jeff DeMartini 9/16/2021
9F3E90AC9A9A7...

Owner/Agent (Signature)

Jeff DeMartini Member

(Printed name and title)



Simpson Strong-Tie
 5151 S. AIRPORT WAY
 STOCKTON CA 95206

Sold-to: 1033294
 SFT Construction
 322 6th ST
 Unit 4
 San Francisco CA 94103

Ship-to: 2079877
 SFT Construction
 322 6th ST
 Unit 4
 San Francisco CA 94103

Order Confirmation	2763881
Date:	12/15/2021
Project Location:	Oakland
Job Reference:	5385 BROADWAY
Reference Number:	20083083
Currency:	USD

Terms of Delivery: CPT Buyer's,322 6th ST
 San Francisco,CA,US,94103
 INCOTERM2020
 Seller invoices freight (PPC)

Carrier Name: XPO LOGISTICS FREIGHT, INC.
Carrier Service: Less Than Truckload

Net weight: 2,202 LB

**** 1 - 2 Weeks Estimated Lead Time for Links if not in Stock at Time of Order ****

Item	Material and Description	Order Qty	U O M	Available Qty	Back Order Qty	Estimated Ship Date	City	List, Net or Multiplier	Price	Additional Charges	Total
10	YL6-4 2-WLINK6-4 2-BRP6 4-SP6 KIT	12	EA		12	12.20.2021	RIVERSIDE	N	1,830.0000		21,960.00

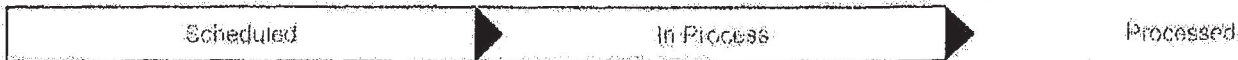
Sub Total: 21,960.00
 Freight Charges: 1,250.00
 Tax: 1,894.05
Final Amount: 25,104.05

Please make every reasonable effort to get following "Disclaimer Notice" to the owner and designer of the structure. Any "Spec" product has been manufactured to customer dimensional specifications. Simpson Strong-Tie Inc. has not tested it and has no knowledge of its intended use; therefore, we are not responsible for its load-carrying capacity. Non-Stocked items are not returnable, Contact Simpson Strong-Tie for more information. Special items weights are estimates only, actual weight may differ.

Simpson Strong-Tie has recently implemented software to improve our resale exemption record-keeping in order to better comply with state and local sales tax laws. These laws require that tax is collected for shipments into their states. To avoid being subject to sales tax, a resale exemption for the ship-to state is required. If you believe you have been charged sales tax in error or have any questions, please contact us to discuss: taxstockton@strongtie.com. Please provide the invoice number in question to make the process as efficient as possible.

Export Control

The goods being shipped are subject to local and U.S. Import / export and international trade laws, regulations and restrictions (collectively, the "Export Regulations") and any export, transfer, re-export, or other disposal of any of these goods, either in their original form or after being incorporated into other items, to any other country or to any person other than the person identified herein, is the sole responsibility of the exporter. Simpson shall not be shown as the exporter on any export / re-export shipping paperwork where Simpson is not the actual exporter. Any person reselling, transferring or otherwise disposing of these goods is solely responsible for complying with all applicable Export Regulations.



SFT Construction

Check 44162080 was mailed to SFT Construction for receipt by September 27, 2021.

Money was withdrawn from your 5385 Broadway Checking *1781 account on Info Not Available.

Pay From 5385 Broadway Checking *1781

Amount \$1,000.00

PAPER CHECK

PROCESSED

September

27

(Estimated)

Confirmation RZ433-WRLG0

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.2

DATE 11/22/2021 TERMS Due on receipt

DUE DATE 11/22/2021

ACTIVITY	QTY	COST	AMOUNT
Services Upon Job site mobilization	1	5,000.00	5,000.00

5385 Broadway
Upon Job site mobilization

TOTAL DUE \$5,000.00

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
Info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.3

DATE 11/22/2021 TERMS Due on receipt

DUE DATE 11/22/2021

ACTIVITY	QTY	COST	AMOUNT
Services Upon 30% Construction Progress -Upon Completion of hauling construction debris from excavation and demolition	1	37,000.00	37,000.00

5385 Broadway
Upon 30% Construction Progress

TOTAL DUE \$37,000.00

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.4

DATE 12/16/2021 TERMS Due on receipt

DUE DATE 12/16/2021

ACTIVITY	QTY	COST	AMOUNT
Services Partial 60%	1	25,104.05	25,104.05

5385 Broadway
Partial 60%

TOTAL DUE \$25,104.05

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.5

DATE 01/31/2022 **TERMS** Due on receipt

DUE DATE 01/31/2022

ACTIVITY	QTY	COST	AMOUNT
Services Upon 90% Construction progress - Completion of concrete pour for foundations	1	70,000.00	70,000.00

5385 Broadway
Upon 90% Construction progress

TOTAL DUE **\$70,000.00**

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.6

DATE 02/09/2022 **TERMS** Due on receipt

DUE DATE 02/09/2022

ACTIVITY	QTY	COST	AMOUNT
Services 60% Progress Payment difference	1	39,895.95	39,895.95

5385 Broadway
Partial 60%

TOTAL DUE

\$39,895.95

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.7

DATE 04/21/2022 **TERMS** Due on receipt

DUE DATE 04/21/2022

ACTIVITY	QTY	COST	AMOUNT
Services Upon 100% completion and obtaining final sign off from City of Oakland	1	20,000.00	20,000.00

5385 Broadway
Upon 100% completion

TOTAL DUE **\$20,000.00**

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.C1

DATE 12/17/2021 TERMS Due on receipt

DUE DATE 12/17/2021

ACTIVITY	QTY	COST	AMOUNT
Services Change order / Shoring and additional Concrete Removal	1	28,050.00	28,050.00

5385 Broadway
Change order

TOTAL DUE \$28,050.00



Harry Clark Plumbing & Heating Inc.

3026 Broadway, Oakland, CA. 94611
 (510) 444-1776 ph
 (510) 444-1960 fax
 State License # 792463 www.hcplumbing.com

Call #

154502

Invoice # 4174

Qty.	Material	Price	Amount
24'	band Iron 3rolls	5.50	16.50
3	Galk. P-tape		15.00
1	copper P-tape		25.00
6	Diamond Saw blades	24.95	149.70

Date 02/14/2022 Customer ID # 205741Customer 5385 Broadway LLCBilling Address PO Box 1574
Burlingame, CA 94011Phone (510) 695-6145Alt. Phone (Contact Ten GleesonJob address 5385 Broadway
Oakland, CA 94618

Job Description

Cot

Mech.	Date	Hours	Rate	Amount	Mech.	Date	Hours	Rate	Amount	Total Material	206	20
D	2/14	2 1/2	159 ^w	397.50						Tax	20	10
Wrl	2/10	8	159 ^w	1272.00						Labor	3736	50
Wrl	2/10	8	159 ^w	1272.00						page 2	3962	80
Wrl	2/10	5	159 ^w	795.00						page 1	23,705	46

Signature: I hereby acknowledge the satisfactory completion of the described work

Thank you
Pay this Amount → 27,668.26

The minimum service call includes travel time

Terms: Net due on completion of work. 1 1/2 interest per month starting 10 days from invoice date. 18% per annum or \$1.00 per month thereafter.

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remain unpaid

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Harry Clark Plumbing & Heating Inc.

3026 Broadway, Oakland, CA. 94611
 (510) 444-1776 ph
 (510) 444-1960 fax
 State License # 792463 www.hcplumbing.com

Call # 154280Invoice # 417472

12-4

Date 02/11/2022 Customer ID # 205741Customer 5385 Broadway LLCBilling Address PO Box 1574
Burlingame, CA 94011Phone (510) 695-6145Alt. Phone Contact Teri GleasonJob address 5385 Broadway
Oakland, CA 94618

Qty	Material	Price	Amount
60'	2" Copper L Pipe	23.67	1420.20
15	2" Pro Press 90°	57.29	859.35
4	2" u u FID adapter	76.42	305.70
3	2" u u Tee	65.85	197.55
3	2" u u Coupling	38.85	116.55
1	2" x 1/2" brass wipple	149.13	149.13
2	2" x 6" u u	109.13	109.13
2	2" Mega Press water 90°	69.75	139.50
2	2" u u u Coupling	60.17	120.34
4	2" u u u P2P adapter	53.94	215.76
5	1/4" Mega Press Gas 90°	39.12	195.60
2	1/4" u u u Coupling	37.25	74.50
30'	1/4" black pipe	4.96	148.80
63'	3/8" u u	2.47	155.61
36	3/8" mega press Coupling	18.53	667.08
18	3/16" u u 90°	19.58	352.44
16'	4" CT Pipe	16.00	256.00
1	6 x 4" u Re	85.50	85.50
1	6" u WTC		108.00
1	6" u cap		18.50
3	6" Heavy duty cap	43.32	129.96
3	4" u u u	18.47	55.41

Job Description

Move gas lines, waste lines and water lines as needed to
 install Retro filling large beams (Time and Materials
 basis) ...kf

Mech.	Date	Hours	Rate	Amount	Mech.	Date	Hours	Rate	Amount	Total Material
Dave	2/11	13	159.00	2067.00	Dave	2/12	8 1/2	159.00	1351.50	5880.61
Dave	2/11	13	159.00	2067.00	Thomas	2/12	8 1/2	159.00	1351.50	
Thomas	2/11	13	159.00	2067.00	Dave	2/12	8 1/2	159.00	1351.50	
Thomas	2/11	13	159.00	2067.00	Dave	2/14	9	159.00	1431.00	
D	2/11	13	159.00	2067.00	Thomas	2/14	9	159.00	1431.00	

Signature: I hereby acknowledge the satisfactory completion of the described work.

Thank you
Pay this Amount 23705.46**The minimum service call includes travel time - continue ->**

Terms: Net due on completion of work. 1 1/2 Interest per month starting 10 days from invoice date. 18% per annum or \$1.00 per month thereafter.

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remain unpaid

**MORRIS
SHAFFER**
ENGINEERING

Invoice

Number		Balance
3469		\$ 1,500.00
Date	Terms	Past Due After
27 Jul 2020	Net 30	26 Aug 2020
Project		
20114 _ Oakland Apartment Soft Story Design		

Bill To
DeMartini Properties Jeff DeMartini

Comments

Engineering effort through 7/27/20 including:
- Site Visit and preparation of As-Built drawings (5385 Broadway)

Stipulated Sum

Description	Contract	Prior	To Date	Current
As- Built drawings and site visit	4,500.00	1,500.00 33.3%	3,000.00 66.7%	1,500.00
	4,500.00	1,500.00	3,000.00	1,500.00

Total	\$	1,500.00
Payments	\$	
Balance	\$	1,500.00

Payment Terms

Remit Payment To:
Morris Shaffer Engineering, LLP
1300 Industrial Rd, Suite 14
San Carlos, CA 94070

All payments are due within 30-days.
Please feel free to contact us if you have any questions: accounting@morris-shaffer.com

MORRIS SHAFFER

ENGINEERING

Morris Shaffer Engineering
1300 Industrial Road Suite 14
San Carlos, CA 94070
(650) 595-2973

5385 Broadway LLC
PO Box 1574
Burlingame, CA 94011

Invoice number 4944
Date 03/08/2022

Project 20252 BROADWAY SOFT STORY
RENOVATION

Construction Administration 12/6/2021 through 2/8/2022, including:

- Response to Contractor questions
- Issue of structural SSKs
- Site visit for Structural Observations 12/15/2021
- Site visit for Structural Observations 2/15/2022

Soft Story Retrofit

5385 CA

	Hours	Rate	Billed Amount
Staff Engineer	5.00	150.00	750.00
<ul style="list-style-type: none"> - Observation of framing above new moment frame might conflict with height of new column. Get info and photos to help tyler - Structural observation of moment frames and seismic hardware 			
Senior Engineer	9.50	175.00	1,662.50
<ul style="list-style-type: none"> - Printing drawings for site visits - Reviewing site visit findings and impact on design - Revising collector connections per site visit findings - Redmarking drawings showing additional demo information required to be verified by contractor - Issuing redmark demo set to contractor and client - Updating calculations for revisions made due to demo work - Updating drawings and calculations - Phone call with contractor to discuss foundation detailing revision requests - Discussing potential solutions to nailer & frame alignment issues, contractor requested site visit - Discussing nailer and beam alignment issues with Staff Engineer during site visit - Issuing CAD files for contractor developed shoring plans, per contractor request - Phone call with Staff Engineer to discuss revisions required due to site visit findings and beam alignment detailing - Discussing framing issues at W.F. beams with Staff Engineer re: SSK1 - Developing SSK1 for issuing to contractor for revised beam connections - Scheduling site visit for rebar inspection - Phone calls with contractor to discuss various detailing issues at SMF nailer connections to (E) joists and possible solutions 			
Phase subtotal			2,412.50
		Invoice total	2,412.50

MORRIS SHAFFER

ENGINEERING

Morris Shaffer Engineering
1300 Industrial Road Suite 14
San Carlos, CA 94070
(650) 595-2973

5385 Broadway LLC
PO Box 1574
Burlingame, CA 94011

Invoice number 4736
Date 12/06/2021

Project 20252 BROADWAY SOFT STORY
RENOVATION

Engineering Effort through 11/30/2021 including:

- January preconstruction site visit and field verification of existing site conditions
- Documentation of as-built conditions and revisions to details
- March Plancheck response
- November construction site visit and verification of existing site conditions

Soft Story Retrofit

Plan Check 5385 Broadway

	Hours	Rate	Billed Amount
Senior Engineer	1.50	175.00	262.50
<ul style="list-style-type: none"> - Emails to client regarding upcoming site visits and steps until submittal - Updating Plans and Calculations for online Submittal Plan Check response 			

Pre Construction Coordination - 5385 Broadway

	Hours	Rate	Billed Amount
Senior Engineer	7.00	175.00	1,225.00
<ul style="list-style-type: none"> - Emails with owner regarding project status, revisions to details following observations - Setting up site visit, structural documentation for observations - Site visits to observe existing conditions - Answering client and contractor questions - Scanning and reviewing documents and photos from site visit - Reviewing impact on current design - Emails with client regarding timeline to submittal and revisions still required based on demo work - Updating CD set and issuing to client 			

5385 CA

	Hours	Rate	Billed Amount
Project Engineer	2.00	150.00	300.00
<ul style="list-style-type: none"> - Structural observation after demo. Observe foundations (size, location). 			
Senior Engineer	2.50	175.00	437.50
<ul style="list-style-type: none"> - Reviewing photos of existing conditions of foundations at 5385 - Setting up site visit - Phone calls and emails with contractor to discuss and review (E) foundations uncovered during demo 			

Phase subtotal 737.50

Invoice total 2,225.00

MORRIS SHAFFER

ENGINEERING

Morris Shaffer Engineering
1300 Industrial Road Suite 14
San Carlos, CA 94070
(650) 595-2973

DeMartini Properties

Invoice number 4015
Date 01/25/2021

Project **Broadway Soft Story Renovation**

Engineering effort through 1/20/21

- 5385 [REDACTED] Broadway Pre-construction coordination through 1/20/21

Time split evenly between 5385 [REDACTED]

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	13.25	175.00	2,318.75
<ul style="list-style-type: none"> - Emails with owner regarding project status, revisions since DD set, and site visit - Emails to client regarding upcoming site visits and steps until submittal - Setting up site visit with client - Printing drawings for site visits - Site visits to observe existing conditions - Answering client and contractor questions - Scanning and reviewing documents and photos from site visit - Reviewing impact on current design - Reviewing site visit findings and impact on design - Revising collector connections per site visit findings - Redmarking drawings showing additional demo information required to be verified by contractor - Issuing redmark demo set to contractor and client - Scanning and reviewing documents and photos from site visit - Reviewing impact on current design - Reviewing site visit findings and impact on design - Revising collector connections per site visit findings - Redmarking drawings showing additional demo information required to be verified by contractor - Issuing redmark demo set to contractor and client 			

Invoice total 2,318.75

**MORRIS
SHAFFER**
ENGINEERING

Invoice

Number		Balance
3759		\$ 6,750.00
Date	Terms	Past Due After
30 Nov 2020	Net 30	30 Dec 2020
Project		
20252 _ Broadway Soft Story Retrofit		

Bill To
DeMartini Properties Jeff DeMartini

Comments

Engineering effort through 11/30/20 including:

- Structural Calculations and Drawings for 5385 Broadway

Stipulated Sum

Description	Contract	Prior	To Date	Current
Construction Documents - 5385 Broadway	6,750.00		6,750.00 100.0%	6,750.00
	6,750.00		6,750.00	6,750.00

Total	\$	6,750.00
Payments	\$	
Balance	\$	6,750.00

Payment Terms

Remit Payment To:
Morris Shaffer Engineering, LLP
1300 Industrial Rd, Suite 14
San Carlos, CA 94070

All payments are due within 30-days.

Please feel free to contact us if you have any questions: accounting@morris-shaffer.com

**MORRIS
SHAFFER**
ENGINEERING

Invoice

Number		Balance	
3557		\$ 6,720.00	
Date	Terms	Past Due After	
16 Sep 2020	Net 30	16 Oct 2020	
Project			
20114 _ Oakland Apartment Soft Story Design			

Bill To
DeMartini Properties Jeff DeMartini

Comments

Engineering effort through 9/16/20 including:

- 5385 Broadway Design Development Drawings
- ~~5385 Broadway~~ Design Development Drawings

Stipulated Sum

Description	Contract	Prior	To Date	Current
5385 Broadway - Design Development	6,100.00		6,100.00 100.0%	6,100.00
5385 Broadway - Design Development	6,200.00	5,580.00 90.0%	6,200.00 100.0%	620.00
	12,300.00	5,580.00	12,300.00	6,720.00

Total \$	6,720.00
Payments \$	
Balance \$	6,720.00

Payment Terms

Remit Payment To:
Morris Shaffer Engineering, LLP
1300 Industrial Rd, Suite 14
San Carlos, CA 94070

All payments are due within 30-days.
Please feel free to contact us if you have any questions: accounting@morris-shaffer.com

Norcon
 470 3rd St. #105
 San Francisco, CA 94107 US
 (415) 692-0519
 collin@norcon415.com
 www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
 5385 Broadway LLC

INVOICE # 15668

DATE 03/21/2022

DUE DATE 03/21/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Concrete Inspection, Testing and Lab Services This includes inspection services provided by the inspector onsite, as well as sampling, pickup, and testing.	1	748.00	748.00
Inspection:Concrete Placement Inspection 2-1-2022.	4	112.00	
Inspection:Pickup - Cylinders Compression Pickup, 5 Cylinders	5	20.00	
Inspection:Compression Test - Cylinders Compression Test, 5 Cylinders	5	40.00	

BALANCE DUE

\$748.00

Norcon
470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15363

DATE 02/16/2022

DUE DATE 02/16/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Shop Weld Inspection 1-21-2022	4	112.00	448.00
Inspection:Shop Weld Inspection 1-24-2022	4	112.00	448.00
Inspection:Shop Weld Inspection 1-25-2022	4	112.00	448.00

BALANCE DUE

\$1,344.00

Norcon
470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15200

DATE 02/02/2022

DUE DATE 02/02/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Rebar Inspection 1-27-2022	4	112.00	448.00
Inspection:Final Letter Final Letter	1	275.00	275.00

BALANCE DUE

\$723.00

Norcon
470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO
Jeff DeMartini
5385 Broadway LLC

INVOICE # 15956
DATE 04/15/2022
DUE DATE 04/15/2022
TERMS Due on receipt

JOB ADDRESS
5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection: Bolting Inspection 3-14-2022	4	112.00	448.00

BALANCE DUE **\$448.00**

Norcon

470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15900

DATE 04/13/2022

DUE DATE 04/13/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY

Inspection:Field Weld Inspection
3-21-2022

QTY

4

RATE

112.00

AMOUNT

448.00

BALANCE DUE

\$448.00



City of Oakland
 Transaction Receipt# 5350173
 Record ID: B2102670

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

Date: 08/14/2021

ADDRESS: 5385 BROADWAY, Oakland, CA 94618
 PARCEL: 048A703600801

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
General Plan Surcharge	\$ 799.20	\$ 799.20
Plan Check - Routed	\$ 2,311.57	\$ 2,311.57
City - California Building Standards Commision (CBSC)	\$ 0.50	\$ 0.50
California Building Standards Commision (CBSC)	\$ 4.50	\$ 4.50
City - Strong Motion Instrumentation Program (SMIP)	\$ 2.07	\$ 2.07
Strong Motion Instrumentation Program (SMIP)	\$ 39.37	\$ 39.37
Application Fee	\$ 74.00	\$ 74.00
Inspection Fee	\$ 1,849.25	\$ 1,849.25
Recrd Mangmnt & Tech Enhancement Fee	\$ 749.37	\$ 749.37
	\$ 5,829.83	\$ 5,829.83

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card 1279252-3	Eva DeMartini	\$ 5,829.83	\$ 0.00
Comments: Eva DeMartini			
		\$ 5,829.83	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 5,829.83

Payable To:

Pipe Spy, Inc.
PO Box 5774
Berkeley, CA 94705
LICENSE TO ROOT #754966

OFFICE 510 465 3000
FAX 510 465 3085
moneypenny@pipespy.com
www.pipespy.com



Bill To:

5385 Broadway LLC.
Jeff DeMartini
5385 Broadway
Oakland, CA 94618

INVOICE

Date: 12/8/2021
No.: 24648

Payment is due upon receipt.

Project Location: 5385 Broadway, Oakland

Replaced the 6" clay sewer lateral from the building to the city sewer main located in front of the building via open trench installation due to PG&E gas line in the same trench. A section of the plants at the building will need to be removed.

This scope of work included:

- * 811 markings of job site for underground utilities.
- * Open Trench excavation of the sewer lateral at the building to the city sewer main connection.
- * Open Trench installation of new 6" HDPE SDR17 pipe from the building to the city main.
- * Installation of a new cleanout fitting.
- * EBMUD / City of Oakland testing and inspection of the new sewer lateral.
- * Backfill and proper soil compaction.
- * Restoration of the disturbed yard area.
- * Removal of construction equipment and job site clean up.

Pipe Rehabilitation - Upper lateral	12,850.00
Permit and Inspection Fees - City of Oakland	550.00
Compliance Application Fee - EBMUD fee	355.00



Pipe Spy Inc. is grateful for your business! Please let us know how we can improve any part of our service to you.
We appreciate every referral to your friends and neighbors.

TOTAL \$13,755.00

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

	Petition Date
	3/21/24
	23
	Number of Residential Units

IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
Iron/Steel Work/Foundation Replacement	6/11/2021	04/21/22	\$235,250.00	\$164,675.00	\$7,159.78	3.211%	20	\$930.78	\$40.47	OK
Engineering Fees	6/11/2021	04/21/22	\$20,146.88	\$14,102.82	\$613.17	3.211%	5	\$254.73	\$11.08	OK
Special Inspections - Engineering Fees	6/11/2021	04/21/22	\$3,711.00	\$2,597.70	\$112.94	3.211%	5	\$46.92	\$2.04	OK
Permit Fees	6/11/2021	04/21/22	\$5,829.83	\$4,080.88	\$177.43	3.211%	5	\$73.71	\$3.20	OK
Pipe Replacement	6/11/2021	04/21/22	\$13,755.00	\$9,628.50	\$418.63	3.211%	10	\$93.91	\$4.08	OK
Pipe Replacement	6/11/2021	04/21/22	\$27,668.26	\$19,367.78	\$842.08	3.211%	10	\$188.91	\$8.21	OK
Subtotal (with weighted averages)				\$214,452.68	\$9,324.03	3.211%	17	\$1,365.50	\$59.37	
Place X in cell B19 if property is mixed use.										
Residential square footage	14,441									
Other use square footage	0									
Percent residential use										
Total Cost Per Unit Allocated to Residential Units					\$9,324.03	3.211%	17		\$59.37	

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

Unit Number:											
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	Current Rent		ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
			COST							Percent Increase	
Weighted Average of unit specific improvements: Combined unit specific with building wide											
ADJUSTED AMORTIZATION PERIOD											
If percent increase is more than 10.0%, increase amortization period in cell H76 until percent increase is not more than 10.0%											
Unit Number:											
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	Current Rent		ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
			COST							Percent Increase	
Weighted Average of unit specific improvements: Combined unit specific with building wide											

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H88 until percent increase is not more than 10.0%

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	COST	DATE COMPLETED				
Weighted Average of unit-specific improvements: Combined unit-specific with building wide							
				ADJUSTED AMORTIZATION PERIOD	Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H102 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	COST	DATE COMPLETED				
Weighted Average of unit-specific improvements: Combined unit-specific with building wide							

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H114 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H140 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H166 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:	Current Rent									Date Validation (2 years ago max)
	IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	
	Weighted Average of unit specific improvements:									If percent increase is more than 10.0%, increase amortization period in cell H181 until percent increase is not more than 10.0%
	Combined unit specific with building wide									

Unit Number:

Unit Number:	Current Rent									Date Validation (2 years ago max)
	IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	
	Weighted Average of unit specific improvements:									If percent increase is more than 10.0%, increase amortization period in cell H181 until percent increase is not more than 10.0%
	Combined unit specific with building wide									

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H193 until percent increase is not more than 10.0%
--	--	--	--	---------------------------------	--	---------------------	--	--

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H219 until percent increase is not more than 10.0%
--	--	--	--	---------------------------------	--	---------------------	--	--

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H245 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:	Current Rent										Date Validation (2 years ago max)	
IMPROVEMENT OR REPAIR												Allowable Amortized Cost per Unit
DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Percent Increase					
Weighted Average of unit specific improvements:												
Combined unit specific with building wide												

If percent increase is more than 10.0%, increase amortization period in cell H259 until percent increase is not more than 10.0%

Unit Number:	Current Rent										Date Validation (2 years ago max)	
IMPROVEMENT OR REPAIR												Allowable Amortized Cost per Unit
DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Percent Increase					
Weighted Average of unit specific improvements:												
Combined unit specific with building wide												

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H271 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H297 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H323 until percent increase is not more than 10.0%
--	--	--	--	---------------------------------	--	---------------------	--	--

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H349 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H375 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H401 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H427 until percent increase is not more than 10.0%
--	--	--	--	---------------------------------	--	---------------------	--	--

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent		ADJUSTED AMORTIZATION PERIOD		Percent Increase		Date Validation (2 years ago max)	
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Imputed Interest	Amortization Period (years)
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									

If percent increase is more than 10.0%, increase amortization period in cell H441 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent		ADJUSTED AMORTIZATION PERIOD		Percent Increase		Date Validation (2 years ago max)	
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Imputed Interest	Amortization Period (years)
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H453 until percent increase is not more than 8.8%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H479 until percent increase is not more than 10.0%

Date Permit Obtained	Imputed Interest
1/1/2015	Out of range
4/1/2015	3.483%
7/1/2015	3.897%
10/1/2015	3.534%
1/1/2016	3.726%
4/1/2016	3.226%
7/1/2016	2.929%
10/1/2016	3.022%
1/1/2017	3.897%
4/1/2017	3.899%
7/1/2017	3.782%
10/1/2017	3.804%
1/1/2018	3.903%
4/1/2018	4.265%
7/1/2018	4.385%
10/1/2018	4.602%
1/1/2019	4.194%
4/1/2019	3.915%
7/1/2019	3.479%
10/1/2019	3.133%
1/1/2020	3.368%
4/1/2020	2.428%
7/1/2020	2.146%
10/1/2020	2.194%
1/1/2021	2.423%
4/1/2021	3.211%
7/1/2021	2.929%
10/1/2021	3.039%
1/1/2022	3.012%
4/1/2022	3.827%
7/1/2022	Out of range
10/1/2022	Out of range
1/1/2023	Out of range
4/1/2023	Out of range

To update this ch

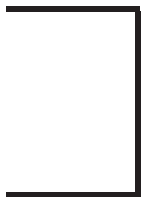
The Ten year treasury rate is found by searching the TNX symbol. Use the rate for the first date |

The Rent Adjustment Program is now only using the US Treasure (TNX) rate to calculate

part, unhide columns B-G.

previous to the date listed in column A. (if the day is a weekend or holiday, keep moving back one date.)

: the Imputed Interest Rate because the LIBOR rate stopped being published in December 2021.



<u>Improvement</u>	<u>Amortization Sched</u> <u>Years</u>
<u>Air Conditioners</u>	10
<u>Appliances</u>	
Refridgerator	5
Stove	5
Garbage Disposal	5
Water Heater	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans	5
<u>Cabinets</u>	10
<u>Carpentry</u>	10
<u>Counters</u>	10
<u>Doors</u>	10
Knobs	5
Screen Doors	5
<u>Earthquake Expenses</u>	
Architectural and Engineering Fees	5
Emergency Services	
Clean Up	5
Fencing and Security	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair	10
Foundation Replacement	20
Foundation Bolting	20
Iron or Steel Work	20
Masonry-Chimney Repair	20
Shear Wall Installation	10
<u>Electrical Wiring</u>	10
<u>Elevator</u>	20
<u>Fencing and Security</u>	

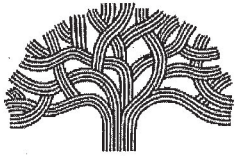
Chain	10
Block	10
Wood	10
<u>Fire Alarm System</u>	10
<u>Fire Sprinkler System</u>	20
<u>Fire Escape</u>	10
<u>Flooring/Floor Covering</u>	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
<u>Fumigation</u>	
Tenting	5
<u>Furniture</u>	5
<u>Garage Door Openers (Automatic)</u>	10
<u>Gates</u>	
Chain Link	10
Wrought Iron	10
Wood	10
<u>Glass</u>	
Windows	5
Doors	5
Mirrors	5
<u>Heating</u>	
Central	10
Gas	10
Electric	10
Solar	10
<u>Insulation</u>	10
<u>Landscaping</u>	
Planting	10
Sprinklers	10
Tree Replacement	10

<u>Lighting</u>		
	Interior	10
	Exterior	10
<u>Locks</u>		5
<u>Mailboxes</u>		10
<u>Meters</u>		10
<u>Plumbing</u>		
	Fixtures	10
	Pipe Replacement	10
	Re-Pipe Entire Building	20
	Shower Doors	5
<u>Painting</u>		
	Interior	5
	Exterior	5
<u>Paving</u>		
	Asphalt	10
	Cement	10
	Decking	10
<u>Plastering</u>		10
<u>Pumps</u>		
	Sump	10
<u>Railing</u>		10
<u>Roofing</u>		
	Shingle/Asphalt	10
	Built-Up, Tar and Gravel	10
	Tile and Linoleum	10
	Gutters/Downspouts	10
<u>Security</u>		
	Entry Telephone Intercom	10
	Gates/Doors	10
	Fencing	10
	Alarms	10
<u>Sidewalks/Walkways</u>		10
<u>Stairs</u>		10

<u>Tilework</u>	10
<u>Wallpaper</u>	5
<u>Window Coverings</u>	5
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Miniblinds	5
Shutters	5

July

000253



CITY OF OAKLAND

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

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

NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name: 5385 Broadway LLC v. Tenants
Property Address: 5385 Broadway, Oakland, CA 94618
Case Number: L24-0012

The Settlement Conference and Hearing will be held remotely, on Zoom, a free application for audio/video conferences.

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Hearing (if there is no settlement conference) will begin on:

Date: May 7, 2024
Time: 10:00 AM
Place: REMOTELY via Zoom

You will receive the Zoom invite prior to the hearing date. Please make sure the Case Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program office remains closed and staff is working remotely. If you do not have an email address, please contact the Case Analyst by phone to discuss best ways to contact you.

Submitting Evidence

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned Case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or credit card account numbers and Social Security numbers. The Hearing Officer can also use the

000254

official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration. If you do not have access to email, the documents may be submitted to the Case Analyst by mail.

Request to Change Date

A request for a change in the date or time of the Settlement Conference and Hearing (“continuance”) must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

Hearing Record

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

Representatives

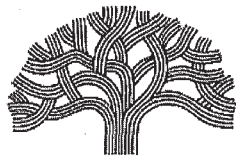
Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

Interpreter

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters if it is requested on the petition or response forms or in writing in advance of the Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant other language and they will fully interpret the proceeding to the best of their ability.

Failure to Appear for Hearing

If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer’s discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing or conduct the Hearing and render a decision without the respondent’s participation.



CITY OF OAKLAND

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

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

March 28, 2024

Owner
5385 Broadway LLC
P.O. Box 1574
Burlingame, CA 94011

Owner Representative
Jeff DeMartini
P.O. Box 1574
Burlingame, CA 94011

Tenant
Eric Rech
5385 Broadway Unit 105
Oakland, CA 94618

Tenant
David Saunders
5385 Broadway Unit 308
Oakland, CA 94618

Tenant
Evan Schwarzbaum
5385 Broadway Unit 307
Oakland, CA 94618

Tenant
Laurie Rose
5385 Broadway Unit 305
Oakland, CA 94618

Tenant
Scott Ammon
5385 Broadway Unit 02
Oakland, CA 94618

Tenant
Paul Nichols
5385 Broadway Unit 301
Oakland, CA 94618

Tenant
Daniel Molina
5385 Broadway Unit 206
Oakland, CA 94618

Tenant
Ali Hemmatifar
5385 Broadway Unit 205
Oakland, CA 94618

Tenant
Ranon Dulberg
5385 Broadway Unit 201
Oakland, CA 94618

Tenant
Douglas Baker
5385 Broadway Unit 107
Oakland, CA 94618

Tenant
Franz Brustmeyer
5385 Broadway Unit 106
Oakland, CA 94618

Tenant
Theresa Gleeson
5385 Broadway Unit 104
Oakland, CA 94618

Tenant
Lujuana Treadwell
5385 Broadway Unit 103
Oakland, CA 94618

Tenant
Jennifer McGlinchey
5385 Broadway Unit 102
Oakland, CA 94618

Tenant
Dane Frederiksen
5385 Broadway Unit 101
Oakland, CA 94618

RE: Notice to Parties of Petition Filed

Dear Parties:

The Rent Adjustment Program has received a Petition filed by the **Petitioner** listed above. The Proof of Service filed with the Petition states that the Petition was served on the **Respondent(s)** listed above. If you are a Respondent, and you did not receive the Petition, please contact the case analyst (listed below).

As instructed on the Petition, the Respondent(s) have 30 days from the date of service (if served personally) and 35 days (if served by mail) to file a Response to the Petition. To file a Response, the Respondent(s) must serve a Response on the Petitioner and file the Response (along with a Proof of Service) with the Rent Adjustment Program.

Both the Tenant and Property Owner Response forms can be found at <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. Each response form contains additional filing instructions.

If you do not file a timely Response, the Petition may be granted without a Hearing, or, if a Hearing does occur, you may not be permitted to produce testimony or evidence.

The case has been assigned Case No. L24-0012

The case title is 5385 Broadway LLC v. Tenants

The analyst assigned to your case is Brittni Jackson, who can be contacted either by telephone at (510) 238-6415 or by email at blothlen@oaklandca.gov.

Please note that you are required to serve a copy of any documents filed with the Rent Adjustment Program on the other party (or parties). You must file a Proof of Service with the Rent Adjustment Program together with the document(s) being filed indicating that the document(s) have been served.

Property Owner Petitions that include more than 25 pages of additional documents with the petition are exempt from this requirement, and the owner may choose to not serve all tenants with those documents. If the Owner Petition indicates that additional documents exist that are not being served pursuant to this exception, a tenant may request a copy of the documents in their Tenant Response form or view the documents by scheduling a file review with RAP. If the Tenant Response form indicates that the tenant wishes to receive copies of all filed documents, the owner must provide them within 10 days.

All documents filed by either party are available for review at the Rent Adjustment Program Office by **appointment only**. If you wish to review the case file, call (510) 238-3721 to schedule an appointment.

If you have questions or need additional information, please contact your assigned analyst.

Thank you.

Rent Adjustment Program

PROOF OF SERVICE

Case Number: L24-0012

Case Name: 5385 Broadway LLC v. Tenants

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

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

Documents Included

Notice of Remote Settlement Conference and Hearing
Notice to Parties
Copy of Landlord Petition
Tenant Response Form

Owner

5385 Broadway LLC
P.O. Box 1574
Burlingame, CA 94011

Owner Representative

Jeff DeMartini
P.O. Box 1574
Burlingame, CA 94011

Tenant

Ali Hemmatifar
5385 Broadway Unit 205
Oakland, CA 94618

Tenant

Dane Frederiksen
5385 Broadway Unit 101
Oakland, CA 94618

Tenant

Daniel Molina
5385 Broadway Unit 206
Oakland, CA 94618

Tenant

David Saunders
5385 Broadway Unit 308
Oakland, CA 94618

Tenant

Douglas Baker
5385 Broadway Unit 107
Oakland, CA 94618

Tenant

Eric Rech
5385 Broadway Unit 105
Oakland, CA 94618

Tenant

Evan Schwarzbaum
5385 Broadway Unit 307
Oakland, CA 94618

Tenant

Franz Brustmeyer
5385 Broadway Unit 106
Oakland, CA 94618

Tenant

Jennifer McGlinchey
5385 Broadway Unit 102
Oakland, CA 94618

Tenant

Laurie Rose
5385 Broadway Unit 305
Oakland, CA 94618

Tenant

Lujuana Treadwell
5385 Broadway Unit 103
Oakland, CA 94618

Tenant

Paul Nichols
5385 Broadway Unit 301
Oakland, CA 94618

Tenant

Ranon Dulberg
5385 Broadway Unit 201
Oakland, CA 94618

Tenant

Scott Ammon
5385 Broadway Unit 02
Oakland, CA 94618

Tenant

Theresa Gleeson
5385 Broadway Unit 104
Oakland, CA 94618

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 28, 2024** in Oakland, California.

Deborah Griffin

Deborah Griffin
Oakland Rent Adjustment Program

**NOTICE OF INCOMPLETE OWNER PETITION****CASE NUMBER: L24-0012****CASE NAME: 5385 Broadway LLC v. Tenants****PROPERTY ADDRESS: 5385 Broadway Oakland, CA 94618**

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Petition for Approval of Rent Increase* from you on March 21, 2024.

To be complete and considered filed, a petition by a property owner must include the following:¹

- a. Proof of payment of the City of Oakland Business License Tax;
- b. Proof of payment of the Rent Program Service Fee;²
- c. Evidence that the Owner has provided the RAP Notice to all Tenants affected by the petition or response.³
 - i. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
 - ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. [8.22.510](#) for each affected covered unit in the building prior to the petition or response being filed.
- d. A substantially completed petition on the form prescribed by the RAP signed under oath;
- e. For a rent increase, organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. For an exemption, organized documentation showing your right to the exemption.
- f. For all owner petitions, the Owner must provide proof of service by first class mail or in person of the petition and any supporting documents on the tenants of all units affected by the petition. (Note that if the supporting documents exceed 25 pages, the Owner is not required to serve the supporting documents on the affected tenants provided that the

¹ See O.M.C. § 8.22.090 (B).

² See O.M.C. § 8.22.500.

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

owner petition was served as required and the petition or attachment indicates that the additional documents are or will be available at the RAP and that the Owner will provide copies of the supporting documents to the tenant upon written request within 10 days.)

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

Name of Document	Needed
Notice to Tenants of Property Owner Petition Page was not affixed to the front of the Petition served on the Tenants.	
Proof of service of the petition (and attachments where required) by first class mail or in person on all tenants in units affected by the petition.	
Proof of payment of Business License Tax.	
Proof of payment of the RAP Fee.	
Evidence that the RAP Notice was provided to all tenants affected by petition; [1]	<input checked="" type="checkbox"/>
Evidence of registration with the Rent Adjustment Program as provided in O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;	
Petition was not completed or signed under oath	
For a rent increase; organized documentation showing the justification and detailing the calculations	<input checked="" type="checkbox"/>
For a Certificate of Exemption, organized documentation showing the right to the exemption	

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

If you have questions or concerns, consult the undersigned by email or phone. The email address is bjackson@oakandca.gov, and the telephone number is 510-238-6415.

Dated: April 9, 2024

Brittini Jackson
 City of Oakland
 Rent Adjustment Program

PROOF OF SERVICE BY ELECTRONICMAIL
Case Number L24-0012

I, the undersigned, state that 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.

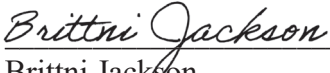
My electronic service address is: bjackson@oaklandca.gov .

I electronically served the document(s) listed above to:

5385 Broadway LLC: jeffdemar@gmail.com

Jeff DeMartini: jeffdemar@gmail.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on April 9, 2024.



Brittni Jackson
Oakland Rent Adjustment Program

5385 Broadway, LLC



April 11, 2024

Dear Residents:

We just wanted to send a brief explanation for this additional paperwork being sent your way. The City of Oakland has a new spreadsheet for estimating the potential rent increase which they have asked us to distribute. Also, we are sending you a copy of the RAP notice. While you have received this before, perhaps multiple times, it should have been included with the initial mailing.

Thank you,

5385 Broadway, LLC



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

I served a copy of: Capital Improvement Calculator, Notice to Tenants of the Residential Rent Adjustment Program, (insert name of document served) and

And Additional Documents

(write number of attached pages) 7 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Dane Frederiksen
Address	5385 Broadway #101
City, State, Zip	Oakland, CA 94618
Email Address	dane@digitalaccomplice.com

Name	Jennifer McGlinchey
Address	5385 Broadway #102
City, State, Zip	Oakland, CA. 94618
Email Address	jpmeg3451@gmail.com

Name	Lujuana Treadwell
Address	5385 Broadway #103
City, State, Zip	Oakland, CA. 94618
Email Address	lujuanatreadwell@gmail.com

Name	Terry Gleeson
Address	5385 Broadway #104
City, State, Zip	Oakland, CA. 94618
Email Address	5385broadway@gmail.com

Name	Eric Rech
Address	5385 Broadway #105
City, State, Zip	Oakland, CA. 94618
Email Address	ericprech@hotmail.com

Name	Franz Brustmeyer
Address	5385 Broadway #106
City, State, Zip	Oakland, CA. 94618
Email Address	franz229@yahoo.com

Name	Douglas Baker
Address	5385 Broadway #107
City, State, Zip	Oakland, CA 94618
Email Address	doubaker2@earthlink.net

Name	Ranon Dulberg
Address	5385 Broadway #201
City, State, Zip	Oakland, CA. 94618
Email Address	rdulberg@gmail.com

Name	Ali Hemmatifar
Address	5385 Broadway #205
City, State, Zip	Oakland, CA 94618
Email Address	alihemmati19@gmail.com

Name	Daniel Molina
Address	5385 Broadway #206
City, State, Zip	Oakland, CA. 94618
Email Address	dgmolina91@gmail.com

Name	Paul Nichols
Address	5385 Broadway #301
City, State, Zip	Oakland, CA. 94618
Email Address	paulette@pauletteinternational.com

Name	Scott Ammon
Address	5385 Broadway #302
City, State, Zip	Oakland, CA. 94618
Email Address	scjammon@gmail.com

Name	Laurie Jane Rose
Address	5385 Broadway #305
City, State, Zip	Oakland, CA. 94618
Email Address	writinglj@comcast.net

Name	Evan Schwarzbaum
Address	5385 Broadway #307
City, State, Zip	Oakland, CA 94618
Email Address	eschwarzbaum@gmail.com

Name	David Saunders
Address	5385 Broadway #308
City, State, Zip	Oakland, CA. 94618
Email Address	davidsaunders@yahoo.com

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 4 / 11 / 24 (insert date served).

Jeff DeMartini

PRINT YOUR NAME

Jeff DeMartini

SIGNATURE

4/11/24

DATE

5385 Broadway, LLC



April 11, 2024

Dear Residents:

We just wanted to send a brief explanation for this additional paperwork being sent your way. The City of Oakland has a new spreadsheet for estimating the potential rent increase and, while not part of the petition, they have asked us to distribute. Also, we are sending you a copy of the RAP notice. While you have received this before, perhaps multiple times, it should have been included with the initial mailing.

Thank you,

5385 Broadway, LLC



NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- **Tenancy Registration Required.** Starting in **2023**, the tenancy data for this unit must be **registered annually with RAP**. In 2024, the deadline to register is **July 1, 2024**. Starting in 2025, the annual deadline to register is **March 1**. Please note that if your tenancy began after March 1, the owner will not be required to register until the following year. Failure to register a tenancy with RAP by March 1 will disallow an owner from: 1) filing a rent increase petition, 2) serving a rent increase, and/or 3) answering a tenant petition. Failure to register is also an affirmative defense in most eviction actions even if the owner has “just cause” to evict.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase (“CPI increase”) or allowed “banked” rent increases. These include, but are not limited to, capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed the maximum increase which changes annually with a 10% cap. You have a right to contest the proposed rent increase by responding to the owner’s petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information. The petition forms are available from the website at [Rent Adjustment Program Petition and Response Forms](#).
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is timely paid before March 1st of each year, the owner is entitled to get half of the fee from you in the same year the fee is paid. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600).
- The owner X is ___ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 101, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

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

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

住宅租金調整分部的租客通知書

- 屋崙 (奧克蘭) 市的租金調整分部 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章), 且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本分部限制範圍內, 請聯絡 RAP 辦事處。
- **租賃資料登記要求。** 從 2023 年開始, 業主必須為該單位的租賃資料每年向 RAP 登記。在 2024 年, 登記截止日期為 2024 年 7 月 1 日。從 2025 年開始, 每年的登記截止日期為 3 月 1 日。請注意, 如果您的租約是在 3 月 1 日之後生效的, 業主將可以延至到下一年才需要登記。如果業主沒有在 3 月 1 日之前向 RAP 按時登記租賃資料, 業主無法: 1) 提出租金調漲呈請, 2) 實行租金調漲, 和/或 3) 回應租戶的呈請書。即使業主有“正當迫遷理由”驅逐房客, 若業主沒有登記租賃資料, 在大多數的驅逐行動中, 將會成為租戶訴訟中抗辯的理由。
- 從 2017 年 2 月 1 日起, 如果租金調漲幅度超出一般租金年度漲幅 (「CPI 漲幅」) 或允許的「租金調整存放」漲幅, 業主就必須向 RAP 請呈加租。調漲原因可包括但不限於固定資產整修和營運支出增加。對於這些類型的租金調漲方案, 業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過每年最變動且最多 10% 的漲幅。如果不同意建議的租金調幅, 您有權對業主的請呈提出抗辯。
- **對租金調漲提出抗辯:** 您可以租金調漲違法或者住房服務縮為由, 向 RAP 請呈抗辯。如果您要對租金調漲提出抗辯, (1) 且業主隨同這份「租客通知書」一併提供租金調漲通知, 則您必須在收到租金調漲通知後九十 (90) 天內提出請呈; (2) 但業主未隨這份「租客通知書」提供租金調漲通知, 則您必須在收到租金調整通知書後的 120 天內提出請呈。如果業主在租期一開始時沒有提供這份租客通知, 您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。若需要請願書表格, 可上網站 [Rent Adjustment Program Petition and Response Forms](#) (租金調整分部請呈書和回應表格) 取得。
- 如果您對租金調漲有異議, 在提出請呈之前, 您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付, 您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「迫遷需要有正當理由和發規」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊, 請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年會向業主收取每個出租單位的「租金分部服務費」(Rent Program Service Fee)。若業主在每年 3 月 1 日之前準時繳納這費用, 就有權在繳納費用的同一日曆年向您收取費用的一半。受補助單位的租客無需繳納該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護條例 (Tenant Protection Ordinance, TPO) 旨在遏阻業主的騷擾行為, 並且在租客受業主騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法理規定)。如果業主不得設下毫無限制的起租租金, 則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住房單位 _____ (您有意承租的單位) 「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表)。
- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 _____。

我於 _____ 收到本通知書 _____

(日期)

(租客簽名)

AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland tiene un Programa de Ajustes en el Alquiler (“RAP”) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para obtener más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- **Es obligatorio registrar alquileres.** A partir del **2023**, los datos del alquiler de esta vivienda deben **registrarse anualmente con RAP**. En el 2024, la fecha límite para el registro es el **1 de julio de 2024**. A partir del 2025, la fecha límite anual para el registro es el **1º de marzo**. Por favor tenga presente que si su alquiler comenzó después del 1º de marzo, el propietario no tendrá la obligación de registrarlo hasta el año siguiente. En caso de no registrar un alquiler con RAP a más tardar el 1º de marzo, el propietario quedará descalificado para: 1) presentar una petición de aumento del alquiler, 2) notificar un aumento del alquiler y/o 3) responder a una petición del inquilino. La falta de tal registro también es una defensa afirmativa en la mayoría de las acciones de desalojo incluso si el propietario tiene una “causa justa” de desalojo.
- A partir del 1.º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o para todo aumento del alquiler “guardado” que esté permitido. Estos incluyen, entre otros, mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el aumento máximo que cambia de manera anual con un 10 % de capitalización. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, usted deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Información. Encontrará los formularios de petición disponibles en el sitio web, donde dice Rent Adjustment Program Petition and Response Forms “Formularios de Petición y Respuesta del Programa de Ajustes en el Alquiler”.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza y Reglamentos de Desalojo por Causa Justa, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para obtener más información contacte a la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Ajustes en el Alquiler por vivienda al año. Si la tarifa se paga a tiempo antes o el 1ro de marzo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino en el mismo año en el cual la tarifa es pagada. No se requiere que los inquilinos de viviendas subsidiadas paguen la parte de la tarifa que correspondería al inquilino.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, “TPO”) para impedir el comportamiento abusivo por parte de los propietarios y para ofrecer a los inquilinos recursos legales en instancias donde hayan sido víctimas de comportamiento abusivo por parte de los propietarios (O.M.C. 8.22.600).
- El propietario ___ tiene _____ no tiene permitido establecer el alquiler inicial de esta unidad sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de _____.



INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad _____, la unidad que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades en donde se permite fumar).
- (Encierre en un círculo) HAY o NO HAY un área designada al aire libre para fumar. Se encuentra en _____.

Recibí una copia de este aviso el _____ (Fecha) _____ (Firma del inquilino)

Capital Improvement Calculator
City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

												Petition Date 3/21/24	
												Number of Residential Units 23	
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)			
Iron/Steel Work/Foundation Replacement	6/11/2021	04/21/22	\$235,250.00	\$164,675.00	\$7,159.78	3.211%	20	\$930.78	\$40.47	OK			
Engineering Fees	6/11/2021	04/21/22	\$20,146.88	\$14,102.82	\$613.17	3.211%	5	\$254.73	\$11.08	OK			
Special Inspections - Engineering Fees	6/11/2021	04/21/22	\$3,711.00	\$2,597.70	\$112.94	3.211%	5	\$46.92	\$2.04	OK			
Permit Fees	6/11/2021	04/21/22	\$5,829.83	\$4,080.88	\$177.43	3.211%	5	\$73.71	\$3.20	OK			
Pipe Replacement	6/11/2021	04/21/22	\$13,755.00	\$9,628.50	\$418.63	3.211%	10	\$93.91	\$4.08	OK			
Pipe Replacement	6/11/2021	04/21/22	\$27,668.26	\$19,367.78	\$842.08	3.211%	10	\$188.91	\$8.21	OK			
Subtotal (with weighted averages) Place X in cell B19 if property is mixed use.				\$214,452.68	\$9,324.03	3.211%	17	\$1,365.50	\$59.37				
Residential square footage	14,441												
Other use square footage	0												
Percent residential use													
Total Cost Per Unit Allocated to Residential Units					\$9,324.03	3.211%	17		\$59.37				

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H88 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H114 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H140 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H166 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H193 until percent increase is not more than 10.0%
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Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H219 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H245 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H271 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent		ADJUSTED AMORTIZATION PERIOD		Percent Increase		Date Validation (2 years ago max)	
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Amortization Period (years)	Date Validation (2 years ago max)
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
If percent increase is more than 10.0%, increase amortization period in cell H285 until percent increase is not more than 10.0%									

Unit Number:

Unit Number:		Current Rent		ADJUSTED AMORTIZATION PERIOD		Percent Increase		Date Validation (2 years ago max)	
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Amortization Period (years)	Date Validation (2 years ago max)
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H297 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H323 until percent increase is not more than 10.0%
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Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H349 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO S

Unit Number:		Current Rent											
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)				
Weighted Average of unit specific improvements:													
Combined unit specific with building wide													
If percent increase is more than 10.0%, increase amortization period in cell H363 until percent increase is not more than 10.0%													

Unit Number:		Current Rent											
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)				
Weighted Average of unit specific improvements:													
Combined unit specific with building wide													

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

If percent increase is more than 10.0%, increase amortization period in cell H375 until percent increase is not more than 10.0%

Percent Increase

ADJUSTED AMORTIZATION PERIOD

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										
										If percent increase is more than 10.0%, increase amortization period in cell H389 until percent increase is not more than 10.0%

Unit Number:

Unit Number:		Current Rent								
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)	
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H401 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H427 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H453 until percent increase is not more than 8.8%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H479 until percent increase is not more than 10.0%

Date Permit Obtained	Imputed Interest
1/1/2015	Out of range
4/1/2015	3.483%
7/1/2015	3.897%
10/1/2015	3.534%
1/1/2016	3.726%
4/1/2016	3.226%
7/1/2016	2.929%
10/1/2016	3.022%
1/1/2017	3.897%
4/1/2017	3.899%
7/1/2017	3.782%
10/1/2017	3.804%
1/1/2018	3.903%
4/1/2018	4.265%
7/1/2018	4.385%
10/1/2018	4.602%
1/1/2019	4.194%
4/1/2019	3.915%
7/1/2019	3.479%
10/1/2019	3.133%
1/1/2020	3.368%
4/1/2020	2.428%
7/1/2020	2.146%
10/1/2020	2.194%
1/1/2021	2.423%
4/1/2021	3.211%
7/1/2021	2.929%
10/1/2021	3.039%
1/1/2022	3.012%
4/1/2022	3.827%
7/1/2022	Out of range
10/1/2022	Out of range
1/1/2023	Out of range
4/1/2023	Out of range

To update this ch

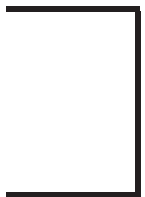
The Ten year treasury rate is found by searching the TNX symbol. Use the rate for the first date |

The Rent Adjustment Program is now only using the US Treasure (TNX) rate to calculate

part, unhide columns B-G.

previous to the date listed in column A. (if the day is a weekend or holiday, keep moving back one date.)

: the Imputed Interest Rate because the LIBOR rate stopped being published in December 2021.



<u>Improvement</u>	<u>Amortization Sched</u> <u>Years</u>
<u>Air Conditioners</u>	10
<u>Appliances</u>	
Refridgerator	5
Stove	5
Garbage Disposal	5
Water Heater	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans	5
<u>Cabinets</u>	10
<u>Carpentry</u>	10
<u>Counters</u>	10
<u>Doors</u>	10
Knobs	5
Screen Doors	5
<u>Earthquake Expenses</u>	
Architectural and Engineering Fees	5
Emergency Services	
Clean Up	5
Fencing and Security	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair	10
Foundation Replacement	20
Foundation Bolting	20
Iron or Steel Work	20
Masonry-Chimney Repair	20
Shear Wall Installation	10
<u>Electrical Wiring</u>	10
<u>Elevator</u>	20
<u>Fencing and Security</u>	

Chain	10
Block	10
Wood	10
<u>Fire Alarm System</u>	10
<u>Fire Sprinkler System</u>	20
<u>Fire Escape</u>	10
<u>Flooring/Floor Covering</u>	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
<u>Fumigation</u>	
Tenting	5
<u>Furniture</u>	5
<u>Garage Door Openers (Automatic)</u>	10
<u>Gates</u>	
Chain Link	10
Wrought Iron	10
Wood	10
<u>Glass</u>	
Windows	5
Doors	5
Mirrors	5
<u>Heating</u>	
Central	10
Gas	10
Electric	10
Solar	10
<u>Insulation</u>	10
<u>Landscaping</u>	
Planting	10
Sprinklers	10
Tree Replacement	10

<u>Lighting</u>		
	Interior	10
	Exterior	10
<u>Locks</u>		5
<u>Mailboxes</u>		10
<u>Meters</u>		10
<u>Plumbing</u>		
	Fixtures	10
	Pipe Replacement	10
	Re-Pipe Entire Building	20
	Shower Doors	5
<u>Painting</u>		
	Interior	5
	Exterior	5
<u>Paving</u>		
	Asphalt	10
	Cement	10
	Decking	10
<u>Plastering</u>		10
<u>Pumps</u>		
	Sump	10
<u>Railing</u>		10
<u>Roofing</u>		
	Shingle/Asphalt	10
	Built-Up, Tar and Gravel	10
	Tile and Linoleum	10
	Gutters/Downspouts	10
<u>Security</u>		
	Entry Telephone Intercom	10
	Gates/Doors	10
	Fencing	10
	Alarms	10
<u>Sidewalks/Walkways</u>		10
<u>Stairs</u>		10

<u>Tilework</u>	10
<u>Wallpaper</u>	5
<u>Window Coverings</u>	5
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Miniblinds	5
Shutters	5

July

000319



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

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

AMENDED NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name: 5385 Broadway LLC v. Tenants
Property Address: 5385 Broadway, Oakland, CA 94618
Case Number: L24-0012

The Settlement Conference and Hearing will be held remotely, on Zoom, a free application for audio/video conferences.

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Hearing (if there is no settlement conference) will begin on.

Date: July 9, 2024
Time: 10:00 AM
Place: REMOTELY via Zoom

You will receive the Zoom invite prior to the hearing date. Please make sure the Case Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program office remains closed and staff is working remotely. If you do not have an email address, please contact the Case Analyst by phone to discuss best ways to contact you.

Submitting Evidence

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned Case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or credit card account numbers and Social Security numbers. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration. If you do not have access to email, the documents may be submitted to the Case Analyst by mail.

Request to Change Date

A request for a change in the date or time of the Settlement Conference and Hearing (“continuance”) must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

Hearing Record

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

Representatives

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

Interpreter

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters if it is requested on the petition or response forms or in writing in advance of the Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant other language and they will fully interpret the proceeding to the best of their ability.

Failure to Appear for Hearing

If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer’s discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing or conduct the Hearing and render a decision without the respondent’s participation.



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

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

**ZOOM INVITATION FOR RAP REMOTE
L24-0012 5385 Broadway LLC v. Tenants**

To the Parties:

Your hearing scheduled will take place on **July 9, 2024 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

Topic: Hearing L24-0012 5385 Broadway LLC v. Tenants
Time: July 09, 2024 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89018814303?pwd=RmtheDNQNzVqcVZHWnpDaCtMb2VKQT09>

Meeting ID: 890 1881 4303

Passcode: 473862

One tap mobile

+16699009128,,89018814303#,,, *473862# US (San Jose)

+16694449171,,89018814303#,,, *473862# US

Dial by your location

- +1 669 900 9128 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 689 278 1000 US

000322

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US

Meeting ID: 890 1881 4303

Passcode: 473862

Find your local number: <https://us02web.zoom.us/j/89018814303>

To download Zoom:

On a smartphone:

1. Go to the “App store,” “Google play,” “Android Apps,” or the “Play Store”
2. Search for Zoom
3. Download “Zoom” or “Zoom Cloud Meetings.”

On a computer:

1. Open a browser (Firefox, Internet Explorer, Google Chrome, or any other web browser)
 2. Search for “Zoom” in the search box; or type in “zoom.us” in the address bar
- *In either case, you will be directed to the Zoom

website. Create a Zoom account.

If you have technical questions, I find the following link helpful in navigating

Zoom: <https://support.zoom.us/hc/en-us/articles/115004954946-Joining-and-participating-in-a-webinar-attendee->

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties connecting to the meeting or to discuss your technology access, please contact me immediately.

Cordially,

Brittni Jackson

City of Oakland

Housing and Community Development

Department

Rent Adjustment Program

PROOF OF SERVICE

Case Number: L24-0012

Case Name: 5385 Broadway LLC v. Tenants

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

Amended Notice of Remote Settlement Conference and Hearing
Zoom Invitation for RAP Remote Hearing

Owner

5385 Broadway LLC
P.O. Box 1574
Burlingame, CA 94011

Owner Representative

Jeff DeMartini
P.O. Box 1574
Burlingame, CA 94011

Tenant

Ali Hemmatifar

5385 Broadway Unit 205
Oakland, CA 94618

Tenant

Dane Frederiksen
5385 Broadway Unit 101
Oakland, CA 94618

Tenant

Daniel Molina
5385 Broadway Unit 206
Oakland, CA 94618

Tenant

David Saunders
5385 Broadway Unit 308
Oakland, CA 94618

Tenant

Douglas Baker
5385 Broadway Unit 107
Oakland, CA 94618

Tenant

Eric Rech
5385 Broadway Unit 105
Oakland, CA 94618

Tenant

Evan Schwarzbaum
5385 Broadway Unit 307
Oakland, CA 94618

Tenant

Franz Brustmeyer
5385 Broadway Unit 106
Oakland, CA 94618

Tenant

Jennifer McGlinchey
5385 Broadway Unit 102
Oakland, CA 94618

Tenant

Laurie Rose
5385 Broadway Unit 305
Oakland, CA 94618

Tenant

Lujuana Treadwell
5385 Broadway Unit 103
Oakland, CA 94618

Tenant

Paul Nichols
5385 Broadway Unit 301
Oakland, CA 94618

Tenant

Ranon Dulberg
5385 Broadway Unit 201
Oakland, CA 94618

Tenant

Scott Ammon
5385 Broadway Unit 02
Oakland, CA 94618

Tenant

Theresa Gleeson
5385 Broadway Unit 104
Oakland, CA 94618

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 29, 2024** in Oakland, California.

Brittini Jackson

Brittini Jackson
Oakland Rent Adjustment Program



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

Letter from 5385 Broadway LLC

I served a copy of: _____ (insert name of document served) and

And Additional Documents

(write number of attached pages) 1 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Dane Frederiksen
Address	5385 Broadway #101
City, State, Zip	Oakland, CA 94618
Email Address	dane@digitalaccomplice.com

Name	Jennifer McGlinchey
Address	5385 Broadway #102
City, State, Zip	Oakland, CA. 94618
Email Address	jpmeg3451@gmail.com

Name	Lujuana Treadwell
Address	5385 Broadway #103
City, State, Zip	Oakland, CA. 94618
Email Address	lujuanatreadwell@gmail.com

Name	Terry Gleeson
Address	5385 Broadway #104
City, State, Zip	Oakland, CA. 94618
Email Address	5385broadway@gmail.com

Name	Eric Rech
Address	5385 Broadway #105
City, State, Zip	Oakland, CA. 94618
Email Address	ericprech@hotmail.com

Name	Franz Brustmeyer
Address	5385 Broadway #106
City, State, Zip	Oakland, CA. 94618
Email Address	franz229@yahoo.com

Name	Douglas Baker
Address	5385 Broadway #107
City, State, Zip	Oakland, CA 94618
Email Address	dougbaker2@earthlink.net

Name	Ranon Dulberg
Address	5385 Broadway #201
City, State, Zip	Oakland, CA. 94618
Email Address	rdulberg@gmail.com

Name	Ali Hemmatifar
Address	5385 Broadway #205
City, State, Zip	Oakland, CA 94618
Email Address	alihemmati19@gmail.com

Name	Daniel Molina
Address	5385 Broadway #206
City, State, Zip	Oakland, CA. 94618
Email Address	dgmolina91@gmail.com

Name	Paul Nichols
Address	5385 Broadway #301
City, State, Zip	Oakland, CA. 94618
Email Address	paulette@pauletteinternational.com

Name	Scott Ammon
Address	5385 Broadway #302
City, State, Zip	Oakland, CA. 94618
Email Address	scjammon@gmail.com

Name	Laurie Jean Rose
Address	5385 Broadway #305
City, State, Zip	Oakland, CA. 94618
Email Address	writinglj@comcast.net

Name	Evan Schwarzbaum
Address	5385 Broadway #307
City, State, Zip	Oakland, CA 94618
Email Address	eschwarzbaum@gmail.com

Name	David Saunders
Address	5385 Broadway #308
City, State, Zip	Oakland, CA. 94618
Email Address	davidsaunders@yahoo.com

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 6 / 6 / 24 (insert date served).

Jeff DeMartini

PRINT YOUR NAME

Jeff DeMartini

SIGNATURE

6/6/24

DATE

5385 Broadway, LLC
PO Box 1574
Burlingame, CA 94011



June 6, 2024

Dear Residents:

Per a City of Oakland request, we are providing all copies of proof of payment, including additional detail on the building permit. With our audit of payments, we found there should be one deletion and two additions to the summary of costs. The deletion was an invoice from our engineer that was included in the original paperwork, but the contractor has held the invoice for additional review and has not processed a payment. While that amount may be paid at some point, we are removing it from this petition. The two additions were change orders that were mistakenly omitted. Because of these edits, we are including a new copy of the summary of costs and have included the proof of payment after each invoice item. We are also including a new copy of the capital improvement calculator spreadsheet. Because this material is well over 25 pages, we are distributing it electronically, so please reach out to our resident manager, Terry, for a copy, if desired.

Thank you,

5385 Broadway LLC

000331

WORKSHEET A: CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS						
<p><u>Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below</u>, in addition to attaching all required supporting documentation. <i>Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.</i></p>						
Total number of residential units in building*: <u>23</u> <small>*Including any vacant and owner/manager-occupied units</small>		For <i>mixed-use buildings</i> , provide:		Residential sq. ft: _____ Other use sq. ft: _____ % residential use: _____		
BUILDING-WIDE CAPITAL IMPROVEMENTS						
CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received	
Mandatory Seismic Retrofit	6/11/21	4/19/22	4/21/22	\$334,201.59	\$0	
SUBTOTAL:						
UNIT-SPECIFIC CAPITAL IMPROVEMENTS						
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received
SUBTOTAL:						

OWNER VERIFICATION

(Required)

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

Jeff DeMartini

6/6/24

Property Owner's Signature

Date

Property Owner's Signature

Date

DOCUMENTATION IN EXCESS OF 25 PAGES

The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/IES send you documents related to your case electronically. If you agree to electronic service, the RAP and other parties may send certain documents (except a response to a petition) only electronically and not by first class mail.

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

MEDIATION PROGRAM

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

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

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

Jeff DeMartini

6/6/24

Property Owner's Signature

Date

INTERPRETATION SERVICES

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

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

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

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H88 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

IMPROVEMENTS LIMITED TO S

Unit Number:																		
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Percent Increase	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)									
Weighted Average of unit specific improvements:																		
Combined unit specific with building wide																		

If percent increase is more than 10.0%, increase amortization period in cell H102 until percent increase is not more than 10.0%

Unit Number:																	
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	Amortization Period (years)	Percent Increase	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)								
Weighted Average of unit specific improvements:																	
Combined unit specific with building wide																	

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H114 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H140 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H166 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H193 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:										
IMPROVEMENT OR REPAIR										
DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										
If percent increase is more than 10.0%, increase amortization period in cell H207 until percent increase is not more than 10.0%										

Unit Number:										
IMPROVEMENT OR REPAIR										
DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	ADJUSTED AMORTIZATION PERIOD	Imputed Interest	Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)		
Weighted Average of unit specific improvements:										
Combined unit specific with building wide										

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H219 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H245 until percent increase is not more than 10.0%
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Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H271 until percent increase is not more than 10.0%
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Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H297 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H323 until percent increase is not more than 10.0%
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Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H349 until percent increase is not more than 10.0%

IMPROVEMENTS LIMITED TO \$

Unit Number:		Current Rent					Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	ADJUSTED AMORTIZATION PERIOD	Percent Increase		
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									
							ADJUSTED AMORTIZATION PERIOD	Percent Increase	
If percent increase is more than 10.0%, increase amortization period in cell H363 until percent increase is not more than 10.0%									

Unit Number:		Current Rent					Amortization Period (years)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	COST	ALLOWABLE PASS THROUGH (70%)	Imputed Interest	ADJUSTED AMORTIZATION PERIOD	Percent Increase		
Weighted Average of unit specific improvements:									
Combined unit specific with building wide									

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H375 until percent increase is not more than 10.0%
--	--	--	--	---------------------------------	--	---------------------	--	--

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H401 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase	If percent increase is more than 10.0%, increase amortization period in cell H427 until percent increase is not more than 10.0%

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H453 until percent increase is not more than 8.8%

IMPROVEMENTS LIMITED TO \$

Unit Number:

IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	CURRENT RENT COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE AMORTIZED COST per Unit	DATE VALIDATION (2 years ago max)
Weighted Average of unit specific improvements:								
Combined unit specific with building wide								

					ADJUSTED AMORTIZATION PERIOD			
					Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H467 until percent increase is not more than 10.0%	

Unit Number:

IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permits not required)	DATE COMPLETED	CURRENT RENT COST	ALLOWABLE PASS THROUGH (70%)	IMPUTED INTEREST	AMORTIZATION PERIOD (years)	ALLOWABLE AMORTIZED COST per Unit	DATE VALIDATION (2 years ago max)
Weighted Average of unit specific improvements:								
Combined unit specific with building wide								

					ADJUSTED AMORTIZATION PERIOD			
					Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H467 until percent increase is not more than 10.0%	

Capital Improvement Calculator
 City of Oakland Rent Adjustment Program

				ADJUSTED AMORTIZATION PERIOD		Percent Increase		If percent increase is more than 10.0%, increase amortization period in cell H479 until percent increase is not more than 10.0%

Date Permit Obtained	Imputed Interest
1/1/2015	Out of range
4/1/2015	3.483%
7/1/2015	3.897%
10/1/2015	3.534%
1/1/2016	3.726%
4/1/2016	3.226%
7/1/2016	2.929%
10/1/2016	3.022%
1/1/2017	3.897%
4/1/2017	3.899%
7/1/2017	3.782%
10/1/2017	3.804%
1/1/2018	3.903%
4/1/2018	4.265%
7/1/2018	4.385%
10/1/2018	4.602%
1/1/2019	4.194%
4/1/2019	3.915%
7/1/2019	3.479%
10/1/2019	3.133%
1/1/2020	3.368%
4/1/2020	2.428%
7/1/2020	2.146%
10/1/2020	2.194%
1/1/2021	2.423%
4/1/2021	3.211%
7/1/2021	2.929%
10/1/2021	3.039%
1/1/2022	3.012%
4/1/2022	3.827%
7/1/2022	Out of range
10/1/2022	Out of range
1/1/2023	Out of range
4/1/2023	Out of range

To update this ch

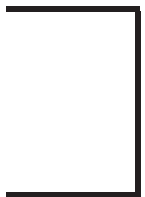
The Ten year treasury rate is found by searching the TNX symbol. Use the rate for the first date |

The Rent Adjustment Program is now only using the US Treasure (TNX) rate to calculate

part, unhide columns B-G.

previous to the date listed in column A. (if the day is a weekend or holiday, keep moving back one date.)

: the Imputed Interest Rate because the LIBOR rate stopped being published in December 2021.



<u>Improvement</u>	<u>Amortization Sched</u> <u>Years</u>
<u>Air Conditioners</u>	10
<u>Appliances</u>	
Refridgerator	5
Stove	5
Garbage Disposal	5
Water Heater	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans	5
<u>Cabinets</u>	10
<u>Carpentry</u>	10
<u>Counters</u>	10
<u>Doors</u>	10
Knobs	5
Screen Doors	5
<u>Earthquake Expenses</u>	
Architectural and Engineering Fees	5
Emergency Services	
Clean Up	5
Fencing and Security	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair	10
Foundation Replacement	20
Foundation Bolting	20
Iron or Steel Work	20
Masonry-Chimney Repair	20
Shear Wall Installation	10
<u>Electrical Wiring</u>	10
<u>Elevator</u>	20
<u>Fencing and Security</u>	

Chain	10
Block	10
Wood	10
<u>Fire Alarm System</u>	10
<u>Fire Sprinkler System</u>	20
<u>Fire Escape</u>	10
<u>Flooring/Floor Covering</u>	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
<u>Fumigation</u>	
Tenting	5
<u>Furniture</u>	5
<u>Garage Door Openers (Automatic)</u>	10
<u>Gates</u>	
Chain Link	10
Wrought Iron	10
Wood	10
<u>Glass</u>	
Windows	5
Doors	5
Mirrors	5
<u>Heating</u>	
Central	10
Gas	10
Electric	10
Solar	10
<u>Insulation</u>	10
<u>Landscaping</u>	
Planting	10
Sprinklers	10
Tree Replacement	10

<u>Lighting</u>		
	Interior	10
	Exterior	10
<u>Locks</u>		5
<u>Mailboxes</u>		10
<u>Meters</u>		10
<u>Plumbing</u>		
	Fixtures	10
	Pipe Replacement	10
	Re-Pipe Entire Building	20
	Shower Doors	5
<u>Painting</u>		
	Interior	5
	Exterior	5
<u>Paving</u>		
	Asphalt	10
	Cement	10
	Decking	10
<u>Plastering</u>		10
<u>Pumps</u>		
	Sump	10
<u>Railing</u>		10
<u>Roofing</u>		
	Shingle/Asphalt	10
	Built-Up, Tar and Gravel	10
	Tile and Linoleum	10
	Gutters/Downspouts	10
<u>Security</u>		
	Entry Telephone Intercom	10
	Gates/Doors	10
	Fencing	10
	Alarms	10
<u>Sidewalks/Walkways</u>		10
<u>Stairs</u>		10


<u>Tilework</u>	10
<u>Wallpaper</u>	5
<u>Window Coverings</u>	5
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Miniblinds	5
Shutters	5

July

000375

5385 BROADWAY SEISMIC RETROFIT/CAPITAL IMPROVEMENT

Vendor	Date	Amount	Subtotals
SFT Construction	9/27/21	\$ 1,000.00	
SFT Construction invoice 2	11/22/21	\$ 5,000.00	
SFT Construction invoice 3	11/22/21	\$ 37,000.00	
SFT Construction invoice 4	12/16/21	\$ 25,104.05	
SFT Construction invoice 5	1/31/22	\$ 70,000.00	
SFT Construction invoice 6	2/9/22	\$ 39,895.95	
SFT Construction invoice 7	4/21/22	\$ 20,000.00	
SFT Construction CO1	12/17/21	\$ 28,050.00	
SFT Construction CO2	2/9/22	\$ 9,200.00	
SFT Construction CO3	4/12/22	\$ 7,500.00	
SFT Construction total			\$ 242,750.00
Harry Clark Plumbing & Heating	2/14/22	\$ 27,668.26	
Harry Clark total			\$ 27,668.26
Morris-Shaffer Engineering	8/4/20	\$ 1,500.00	
Morris-Shaffer Engineering	3/8/22	\$ 2,412.50	
Morris-Shaffer Engineering	12/6/21	\$ 2,225.00	
Morris-Shaffer Engineering			
Morris-Shaffer Engineering	11/30/20	\$ 6,750.00	
Morris-Shaffer Engineering	9/16/20	\$ 6,100.00	
Morris-Shaffer total			\$ 18,987.50
Norcon	3/21/22	\$ 748.00	
Norcon	2/16/22	\$ 1,344.00	
Norcon	2/2/22	\$ 723.00	
Norcon	4/13/22	\$ 448.00	
Norcon	4/15/22	\$ 448.00	
Norcon total			\$ 3,711.00
City of Oakland	6/14/21	\$ 5,829.83	
City of Oakland total			\$ 5,829.83
Pipe Spy	12/8/21	\$ 13,755.00	
Pipe Spy total			\$ 13,755.00
Master Lath & Plaster	4/11/22	\$ 21,500.00	
Master Lath & Plaster total			\$ 21,500.00
TOTAL			\$ 334,201.59

Scheduled	In Process	Processed
SFT Construction *	Check 44162080 was mailed to SFT Construction for receipt by September 27, 2021. Money was withdrawn from your 5385 Broadway Checking *1781 account on Info Not Available. Pay From 5385 Broadway Checking *1781 Amount \$1,000.00	PAPER CHECK  PROCESSED September 27 (Estimated)
Confirmation RZ433-WRLG0		

Withdrawals and other debits

Date	Description	Amount
09/27/21	SFT Construction Bill Payment	-1,000.00
Total withdrawals and other debits		-\$8,041.05



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SSM-06-21-0059.B | 3598723

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.2

DATE 11/22/2021 **TERMS** Due on receipt

DUE DATE 11/22/2021

ACTIVITY	QTY	COST	AMOUNT
Services Upon Job site mobilization	1	5,000.00	5,000.00

5385 Broadway
Upon Job site mobilization

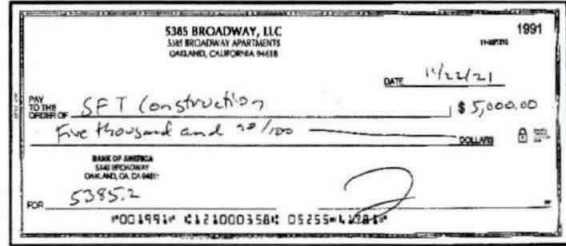
TOTAL DUE **\$5,000.00**

000379

Check images

Account number:
Check number: 199

Check number: 1991 | Amount: \$5,000.00



Check number: 5180 | Amount: \$120.00

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.3

DATE 11/22/2021 **TERMS** Due on receipt

DUE DATE 11/22/2021

ACTIVITY	QTY	COST	AMOUNT
Services Upon 30% Construction Progress -Upon Completion of hauling construction debris from excavation and demolition	1	37,000.00	37,000.00

5385 Broadway
Upon 30% Construction Progress

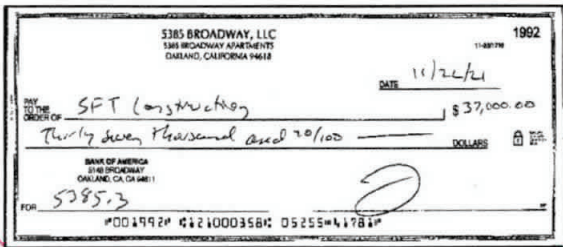
TOTAL DUE \$37,000.00

000381

Check images

Account number: |-----

Check number: 1992 | Amount: \$37,000.00



5385 BROADWAY, LLC
5385 BROADWAY APARTMENTS
OAKLAND, CALIFORNIA 94612


11-24-21
DATE

1992

TO THE ORDER OF SFT Construction \$37,000.00

Thirty seven thousand and 00/100 DOLLARS

BANK OF AMERICA
5385 BROADWAY
OAKLAND, CA 94612

FOR 5385.3 

⑆001992⑆ 44400388⑆ 522554178⑆

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.4

DATE 12/16/2021 **TERMS** Due on receipt

DUE DATE 12/16/2021

ACTIVITY	QTY	COST	AMOUNT
Services Partial 60%	1	25,104.05	25,104.05

5385 Broadway
Partial 60%

TOTAL DUE

\$25,104.05

000383



Simpson Strong-Tie
5151 S. AIRPORT WAY
STOCKTON CA 95206

Sold-to: 1033294

SFT Construction
322 6th ST
Unit 4
San Francisco CA 94103

Ship-to: 2079877

SFT Construction
322 6th ST
Unit 4
San Francisco CA 94103

Order Confirmation	2763881
Date:	12/15/2021
Project Location:	Oakland
Job Reference:	5385 BROADWAY
Reference Number:	20083083
Currency:	USD

Terms of Delivery: CPT Buyer's,322 6th ST
San Francisco,CA,US,94103
INCOTERM2020
Seller invoices freight (PPC)

Carrier Name: XPO LOGISTICS FREIGHT, INC.
Carrier Service: Less Than Truckload

Net weight: 2,202 LB

** 1 - 2 Weeks Estimated Lead Time for Links if not in Stock at Time of Order **

Item	Material and Description	Order Qty	U o M	Available Qty	Back Order Qty	Estimated Ship Date	City	List, Net or Multiplier	Price	Additional Charges	Total
10	YL6-4 2-WLINK6-4 2-BRP6 4-SP6 KIT	12	EA		12	12.20.2021	RIVERSIDE	N	1,830.0000		21,960.00

Sub Total: 21,960.00
Freight Charges 1,250.00
Tax 1,894.05
Final Amount: 25,104.05

Please make every reasonable effort to get following "Disclaimer Notice" to the owner and designer of the structure. Any "Spec" product has been manufactured to customer dimensional specifications. Simpson Strong-Tie Inc, has not tested it and has no knowledge of its intended use; therefore, we are not responsible for its load-carrying capacity. Non-Stocked items are not returnable. Contact Simpson Strong-Tie for more information. Special items weights are estimates only, actual weight may differ.

Simpson Strong-Tie has recently implemented software to improve our resale exemption record-keeping in order to better comply with state and local sales tax laws. These laws require that tax is collected for shipments into their states. To avoid being subject to sales tax, a resale exemption for the ship-to state is required. If you believe you have been charged sales tax in error or have any questions, please contact us to discuss: taxstockton@strongtie.com. Please provide the invoice number in question to make the process as efficient as possible.

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The goods being shipped are subject to local and U.S. import / export and international trade laws, regulations and restrictions (collectively, the "Export Regulations") and any export, transfer, re-export, or other disposal of any of these goods, either in their original form or after being incorporated into other items, to any other country or to any person other than the person identified herein, is the sole responsibility of the exporter. Simpson shall not be shown as the exporter on any export / re-export shipping paperwork where Simpson is not the actual exporter. Any person reselling, transferring or otherwise disposing of these goods is solely responsible for complying with all applicable Export Regulations.

Check images

Account number: (

Check number: 5198 | Amount: \$25,104.05



Account: _____ \$25,104.05
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

3512 0
Please Direct Any Disputes To
800 735 0800
ONLINE BANKING - BILL PAYMENT

5385 BROADWAY,LLC
PO BOX 172
DUBLIN, CA 94568-1374

MEMO: 53854

BANK OF AMERICA N.A.
BRANCH 21100 21100 WASHINGTON AVENUE

December 24, 2021

0000005198

Pay TWENTY FIVE THOUSAND ONE HUNDRED FOUR AND 05/100 DOLLARS

TO THE ORDER OF SFT CONSTRUCTION
322 8TH ST APT 4
SAN FRANCISCO, CA 94114-4788

VOID AFTER 60 DAYS
Signature On File
This check has been authorized
by your depositor

⑈005198⑈ ⑆121000358⑆ 00051554178 ⑈ ⑆89

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.5

DATE 01/31/2022 **TERMS** Due on receipt

DUE DATE 01/31/2022

ACTIVITY	QTY	COST	AMOUNT
Services Upon 90% Construction progress - Completion of concrete pour for foundations	1	70,000.00	70,000.00

5385 Broadway
Upon 90% Construction progress

TOTAL DUE \$70,000.00

000386

Withdrawals and other debits

Date	Description	Amount
02/02/22	WIRE TYPE:WIRE OUT DATE:220202 TIME:1521 ET TRN:2022020200363865 SERVICE REF:013774 BNF:SFT CONSTRUCTION CORP ID:2857024356 BNF BK:WEL LS FARGO BANK, NA ID:121000248 PMT DET:373901386 I NVOICE 5385.5	-70,000.00

Service fees

Date	Transaction description	Amount
02/02/22	Prfd Rwds for Bus-Wire Fee Waiver of \$30	-0.00
02/09/22	Prfd Rwds for Bus-Wire Fee Waiver of \$30	-0.00

Total service fees **-\$0.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

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SSM-02-21-1021.B | 3454369

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322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.6

DATE 02/09/2022 **TERMS** Due on receipt

DUE DATE 02/09/2022

ACTIVITY	QTY	COST	AMOUNT
Services 60% Progress Payment difference	1	39,895.95	39,895.95

5385 Broadway
Partial 60%

TOTAL DUE **\$39,895.95**

000388

SFT Construction Corp
322 6th St Unit 4
San Francisco, CA 94103 US
(415) 707-1046
info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.C2

DATE 02/09/2022 TERMS Due on receipt

DUE DATE 02/09/2022

ACTIVITY	QTY	COST	AMOUNT
Services Change order2	1	9,200.00	9,200.00

5385 Broadway
Change order

TOTAL DUE \$9,200.00

Withdrawals and other debits

Date	Description	Amount
02/09/22	WIRE TYPE:WIRE OUT DATE:220209 TIME:1411 ET TRN:2022020900371252 SERVICE REF:011126 BNF:SFT CONSTRUCTION CORP ID:2857024356 BNF BK:WEL LS FARGO BANK, NA ID:121000248 PMT DET:374798536	-49,095.95
Total withdrawals and other debits		-\$119,095.95

Service fees

Date	Transaction description	Amount
02/02/22	Prfd Rwds for Bus-Wire Fee Waiver of \$30	-0.00
02/09/22	Prfd Rwds for Bus-Wire Fee Waiver of \$30	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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info@sft-construction.com
www.sft-construction.com



BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.7

DATE 04/21/2022 **TERMS** Due on receipt

DUE DATE 04/21/2022

ACTIVITY	QTY	COST	AMOUNT
Services Upon 100% completion and obtaining final sign off from City of Oakland	1	20,000.00	20,000.00

5385 Broadway
Upon 100% completion

TOTAL DUE **\$20,000.00**

000391

Withdrawals and other debits

Date	Description	Amount
04/22/22	WIRE TYPE:WIRE OUT DATE:220422 TIME:1624 ET TRN:2022042200496074 SERVICE REF:016127 BNF:SFT CONSTRUCTION CORP ID:2857024356 BNF BK:WEL LS FARGO BANK, NA ID:121000248 PMT DET:384677288	-20,000.00
Total withdrawals and other debits		-\$27,500.00

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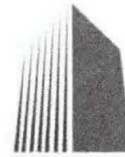
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SSM-01-22-2806B | 4019267

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(415) 707-1046
info@sft-construction.com
www.sft-construction.com



SFT CONSTRUCTION

BILL TO
5385 Broadway LLC
P O Box 1574
Burlingame, Ca 94011

INVOICE 5385.C1

DATE 12/17/2021 **TERMS** Due on receipt

DUE DATE 12/17/2021

ACTIVITY	QTY	COST	AMOUNT
Services Change order / Shoring and additional Concrete Removal	1	28,050.00	28,050.00

5385 Broadway
Change order

TOTAL DUE \$28,050.00

000393

Check images

Account number:
Check number: 1993 | Amount: \$28,050.00



5385 BROADWAY, LLC
5385 BROADWAY APARTMENTS
OAKLAND, CALIFORNIA 94618

11-89998 1993

DATE: 12/12/21

PAY TO THE ORDER OF: SFT Construction \$ 28,050.00

Twenty eight thousand fifty and no/100 DOLLARS

BANK OF AMERICA
5385 BROADWAY
OAKLAND, CA 94618

FOR: JDS, CJ

①

①001993① ①21000358① 05255①41781①



SFT CONSTRUCTION

322 6th Street Suite 4, San Francisco, CA 94110
Office: 415-707-1046 www.sft-construction.com
License Number: 1009086

Change Order #3, 4/12/2022

Date: 4/12/2022

Project Address: 5385 Broadway

General Contractor: SFT Construction

Owner: Jeff DeMartini

CO Description

1. Framing for the stucco at the moment frames area **\$5,000**
2. Additional framing due to the city inspector new code request **\$2,500**

Total: \$7,500

Project Manager:
Sean Talebian

Approved by:

000395

Withdrawals and other debits

Date	Description	Amount
04/12/22	TRANSFER 5385 BROADWAY,LLC LL:SFT Construction Cor Confirmation# 0680311319	-7,500.00

Total withdrawals and other debits

-\$27,500.00

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SSM-01-22-2806.B | 4019267

Transactions

Visit capitalone.com to see detailed transactions.

DEMARTINI : Payments, Credits and Adjustments

Feb 22	Feb 24	HARRY CLARK PLUMBING HEAOAKLANDCA	\$27,668.26
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Additional Information on the next page

000397



Harry Clark Plumbing & Heating Inc.

Call # 154502Invoice # 4174

3026 Broadway, Oakland, CA. 94611
 (510) 444-1776 ph
 (510) 444-1960 fax
 State License # 792463

www.hcplumbing.com

Date 02/14/2022 Customer ID # 205741Customer 5385 Broadway LLCBilling Address PO Box 1574
Burlingame, CA 94011Phone (510) 695-6145Alt. Phone (Contact Teri GleesonJob address 5385 Broadway
Oakland, CA 94618

Qty	Material	Price	Amount
24'	band Iron 3rolls	5.50	16.50
3	Galv. P-tape		15.00
1	copper P-tape		25.00
6	Diamond Saw blades	24.95	149.70

Job Description

Cot

Mech.	Date	Hours	Rate	Amount	Mech.	Date	Hours	Rate	Amount	Total Material	
D	2/14	2 1/2	159 ^u	397.50						206	26
Wre	2/10	8	159 ^u	1272 ^u						Tax	20 10
Wdi	2/10	8	159 ^u	1272 ^u						Labor	3736 50
Wrad	2/10	5	159 ^u	795 ^u						page 2	3962 80
										page 1	23,705 46

Signature: I hereby acknowledge the satisfactory completion of the described work

Thank you
Pay this Amount 27,668.26**The minimum service call includes travel time**

Terms: Net due on completion of work. 1 1/2 interest per month starting 10 days from invoice date. 18% per annum or \$1.00 per month thereafter.

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remain unpaid

000398



Harry Clark Plumbing & Heating Inc.

3026 Broadway, Oakland, CA. 94611
(510) 444-1776 ph
(510) 444-1960 fax
State License # 792463

www.hcplumbing.com

Call # 154380

Invoice # 417472

12-4

Date 02/11/2022 Customer ID # 205741

Customer 5385 Broadway LLC

Billing Address PO Box 1574
Burlingame, CA 94011

Phone (510) 695-6145

Alt. Phone ()

Contact Teri Gleeson

Job address 5385 Broadway
Oakland, CA 94618

Qty	Material	Price	Amount
60'	2" Copper L Pipe	23.67	1420.20
15	2" Pro Press 90°	57.29	859.35
4	2" u u 4" PIP adaptor	76.42	305.70
3	2" u u Tee	65.85	197.55
3	2" u u Coupling	38.85	116.55
1	2" X 1/2" brass nipple	149.13	149.13
2	2" X 6" u u	109.13	109.13
2	2" Mega Press water 90°	69.75	139.50
2	2" u u u Coupling	60.17	120.34
4	2" u u u P2P adaptor	53.94	215.76
5	1 1/4" Mega Press Gas 90°	39.12	195.60
2	1 1/4" u u u Coupling	37.25	74.50
30'	1 1/4" black pipe	4.96	148.80
63'	3/4" u u	2.47	155.61
36	3/4" mega press Coupling	18.53	667.08
18	3/4" u u 90°	19.58	352.44
16'	4" CT Pipe	16.00	256.00
1	6" x 4" u Re	85.50	85.50
1	6" u WTC		108.00
1	6" u cap		18.50
3	6" Heavy duty cast	43.32	129.96
3	4" u u u	18.47	55.41

Job Description

Move gas lines, waste lines and water lines as needed to install Retro filling large beams. (Time and Materials basis) ...kf

Mech.	Date	Hours	Rate	Amount	Mech.	Date	Hours	Rate	Amount	Total Material
Dave	2/14	13	159.00	2067.00	Dave	2/12	8 1/2	159.00	1351.50	5880.61
Dwight	2/14	13	159.00	2067.00	Juanito	2/12	8 1/2	159.00	1351.50	Tax 573.35
Isaiah	2/14	13	159.00	2067.00	Thomas	2/12	8 1/2	159.00	1351.50	Labor 12,251.50
Thomas	2/14	13	159.00	2067.00	Dave	2/14	9	159.00	1431.00	
D	2/14	13	159.00	2067.00	Thomas	2/14	9	159.00	1431.00	

Signature: I hereby acknowledge the satisfactory completion of the described work

Thank you
Pay this Amount 23705.46

The minimum service call includes travel time - continue ->

Terms: Net due on completion of work. 1 1/2 interest per month starting 10 days from invoice date. 18% per annum or \$1.00 per month thereafter.

"Under the Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remain unpaid"

000399



Invoice

Number		Balance	
3469		\$	1,500.00
Date	Terms	Past Due After	
27 Jul 2020	Net 30	26 Aug 2020	
Project			
20114 _ Oakland Apartment Soft Story Design			

Bill To
DeMartini Properties Jeff DeMartini

Comments

Engineering effort through 7/27/20 including:

- Site Visit and preparation of As-Built drawings (5385 Broadway)

Stipulated Sum

Description	Contract	Prior		To Date		Current
As- Built drawings and site visit	4,500.00	1,500.00	33.3%	3,000.00	66.7%	1,500.00
	4,500.00	1,500.00		3,000.00		1,500.00

Total	\$	1,500.00
Payments	\$	
Balance	\$	1,500.00

Payment Terms

Remit Payment To:
Morris Shaffer Engineering, LLP
1300 Industrial Rd, Suite 14
San Carlos, CA 94070


All payments are due within 30-days.

Please feel free to contact us if you have any questions: accounting@morris-shaffer.com

From: Morris Shaffer Engineering, LLP via Square receipts@messaging.squareup.com
Subject: Receipt from Morris Shaffer Engineering, LLP
Date: August 4, 2020 at 2:29 PM
To: jeffdemar@gmail.com



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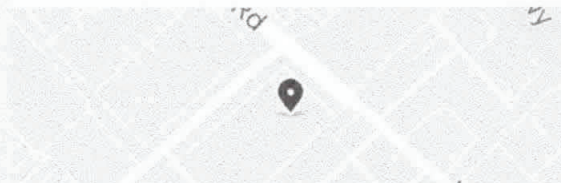
Morris Shaffer Engineering, LLP

How was your experience?



\$1,500.00

Custom Amount	\$1,500.00
Invoice 3469 from Morris Shaffer Engineering	
Total	\$1,500.00



Morris Shaffer Engineering, LLP
1300 Industrial Rd #14
San Carlos, CA 94070

Visa 8856 (Keyed) Aug 4 2020 at 2:29 PM
VISA #v9La
Auth code: 075131

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000401

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction Merchant Name or Transaction Description \$ Amount

PURCHASE

08/04	SQ *MORRIS SHAFFER ENGINE gosq.com CA	1,500.00
-------	---------------------------------------	----------

08/21

Amazon.com*MM2KK0DV1 Amzn.com/bill WA

199.32

000402

MORRIS SHAFFER

ENGINEERING

Morris Shaffer Engineering
 1300 Industrial Road Suite 14
 San Carlos, CA 94070
 (650) 595-2973

5385 Broadway LLC
 PO Box 1574
 Burlingame, CA 94011

Invoice number 4944
 Date 03/08/2022

Project 20252 BROADWAY SOFT STORY
 RENOVATION

Construction Administration 12/6/2021 through 2/8/2022, including:

- Response to Contractor questions
- Issue of structural SSKs
- Site visit for Structural Observations 12/15/2021
- Site visit for Structural Observations 2/15/2022

Soft Story Retrofit

5385 CA

	Hours	Rate	Billed Amount
Staff Engineer	5.00	150.00	750.00
<ul style="list-style-type: none"> - Observation of framing above new moment frame might conflict with height of new column. Get info and photos to help tyler - Structural observation of moment frames and seismic hardware 			
Senior Engineer	9.50	175.00	1,662.50
<ul style="list-style-type: none"> - Printing drawings for site visits - Reviewing site visit findings and impact on design - Revising collector connections per site visit findings - Redmarking drawings showing additional demo information required to be verified by contractor - Issuing redmark demo set to contractor and client - Updating calculations for revisions made due to demo work - Updating drawings and calculations - Phone call with contractor to discuss foundation detailing revision requests - Discussing potential solutions to nailer & frame alignment issues, contractor requested site visit - Discussing nailer and beam alignment issues with Staff Engineer during site visit - Issuing CAD files for contractor developed shoring plans, per contractor request - Phone call with Staff Engineer to discuss revisions required due to site visit findings and beam alignment detailing - Discussing framing issues at W.F. beams with Staff Engineer re: SSK1 - Developing SSK1 for issuing to contractor for revised beam connections - Scheduling site visit for rebar inspection - Phone calls with contractor to discuss various detailing issues at SMF nailer connections to (E) joists and possible solutions 			
Phase subtotal			2,412.50
Invoice total			2,412.50

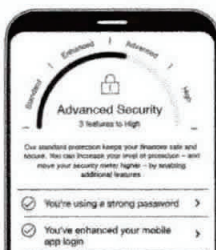
Withdrawals and other debits

Date Description Amount

03/16/22 Morris Shaffer Engineering Bill Payment -2,412.50

CONTINUED ON THE NEXT PAGE

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SSM-07-21-0033.B | 3647905

MORRIS SHAFFER

ENGINEERING

Morris Shaffer Engineering
 1300 Industrial Road Suite 14
 San Carlos, CA 94070
 (650) 595-2973

5385 Broadway LLC
 PO Box 1574
 Burlingame, CA 94011

Invoice number 4736
 Date 12/06/2021

Project 20252 BROADWAY SOFT STORY
 RENOVATION

- Engineering Effort through 11/30/2021 including:
- January preconstruction site visit and field verification of existing site conditions
 - Documentation of as-built conditions and revisions to details
 - March Plancheck response
 - November construction site visit and verification of existing site conditions

Soft Story Retrofit

Plan Check 5385 Broadway

	Hours	Rate	Billed Amount
Senior Engineer	1.50	175.00	262.50
<ul style="list-style-type: none"> - Emails to client regarding upcoming site visits and steps until submittal - Updating Plans and Calculations for online Submittal Plan Check response 			

Pre Construction Coordination - 5385 Broadway

	Hours	Rate	Billed Amount
Senior Engineer	7.00	175.00	1,225.00
<ul style="list-style-type: none"> - Emails with owner regarding project status, revisions to details following observations - Setting up site visit, structural documentation for observations - Site visits to observe existing conditions - Answering client and contractor questions - Scanning and reviewing documents and photos from site visit - Reviewing impact on current design - Emails with client regarding timeline to submittal and revisions still required based on demo work - Updating CD set and issuing to client 			

5385 CA

	Hours	Rate	Billed Amount
Project Engineer	2.00	150.00	300.00
<ul style="list-style-type: none"> - Structural observation after demo. Observe foundations (size, location). 			
Senior Engineer	2.50	175.00	437.50
<ul style="list-style-type: none"> - Reviewing photos of existing conditions of foundations at 5385 - Setting up site visit - Phone calls and emails with contractor to discuss and review (E) foundations uncovered during demo 			
Phase subtotal			737.50
Invoice total			2,225.00

5385 BROADWAY,LLC | Account # 0005 2554 1781 | December 1, 2021 to December 31, 2021

The United States Postal Service (USPS) began changing first class mail delivery timeframes in October. This change may result in mailed statements, new or replacement cards and payments you mail taking longer to arrive. For fast and easy access to your account information and to schedule payments 24/7 for your Bank of America credit card and loan accounts, use our Mobile Banking app and Online Banking digital solutions.

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Withdrawals and other debits

Date	Description	Amount
12/14/21	Morris Shaffer Engineering Bill Payment	-2,225.00



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SSM-06-21-0059.B | 3598723



Invoice

Number		Balance	
3759		\$ 6,750.00	
Date	Terms	Past Due After	
30 Nov 2020	Net 30	30 Dec 2020	
Project			
20252 _ Broadway Soft Story Retrofit			

Bill To
DeMartini Properties Jeff DeMartini

Comments

Engineering effort through 11/30/20 including:

- Structural Calculations and Drawings for 5385 Broadway

Stipulated Sum

Description	Contract	Prior	To Date	Current
Construction Documents - 5385 Broadway	6,750.00		6,750.00 100.0%	6,750.00
	6,750.00		6,750.00	6,750.00

Total	\$	6,750.00
Payments	\$	
Balance	\$	6,750.00

Payment Terms

Remit Payment To:
Morris Shaffer Engineering, LLP
1300 Industrial Rd, Suite 14
San Carlos, CA 94070

All payments are due within 30-days.
Please feel free to contact us if you have any questions: accounting@morris-shaffer.com

From: Morris Shaffer Engineering, LLP via Square receipts@messaging.squareup.com
Subject: Receipt from Morris Shaffer Engineering, LLP
Date: December 2, 2020 at 1:30 PM
To: jeffdemar@gmail.com



Morris Shaffer Engineering, LLP

How was your experience?



\$6,750.00

Custom Amount \$6,750.00

Invoice 3759 from Morris Shaffer Engineering

Total **\$6,750.00**



Morris Shaffer Engineering, LLP
1300 Industrial Rd #14
San Carlos, CA 94070

Visa 9819 (Keyed) Dec. 2 2020 at 1:30 PM

VISA

#x0Qf

Auth code: 00107D



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000408




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Dec 15 CAPITAL ONE MEMBER FEE
Total Fees for This Period
Interest Charged
Interest Charge on Purchases
Interest Charge on Cash Advances
Interest Charge on Other Balances
Total Interest for This Period
Totals Year-to-Date
Total Fees charged
Total Interest charged

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest
Purchases	11.90% P	\$0.00	
Cash Advances	24.90% P	\$0.00	
L,D,F = Variable Rate. See reverse of page 1 for details.			

Dec 2	SQ *MORRIS SHAFFER ENGINEgsgsq.comCA	\$6,750.00
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What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Account transactions and credit card or other debt 	



Invoice

Number		Balance	
3557		\$	6,720.00
Date	Terms	Past Due After	
16 Sep 2020	Net 30	16 Oct 2020	
Project			
20114 _ Oakland Apartment Soft Story Design			

Bill To
DeMartini Properties Jeff DeMartini

Comments

- Engineering effort through 9/16/20 including:
- 5385 Broadway Design Development Drawings
 - ~~Completion of 5410 Broadway Design Development Drawings~~

Stipulated Sum

Description	Contract	Prior	To Date	Current
5385 Broadway - Design Development	6,100.00		6,100.00 100.0%	6,100.00
5410 Broadway - Design Development	6,200.00	5,580.00 90.0%	6,200.00 100.0%	620.00
	12,300.00	5,580.00	12,300.00	6,720.00

Total	\$	6,720.00
Payments	\$	
Balance	\$	6,720.00

Payment Terms

Remit Payment To:
Morris Shaffer Engineering, LLP
1300 Industrial Rd, Suite 14
San Carlos, CA 94070

All payments are due within 30-days.
Please feel free to contact us if you have any questions: accounting@morris-shaffer.com

From: Morris Shaffer Engineering, LLP via Square receipts@messaging.squareup.com
Subject: Receipt from Morris Shaffer Engineering, LLP
Date: September 16, 2020 at 4:40 PM
To: jeffdemar@gmail.com



\$6,720.00

6720-
620 / 6720
6100

Custom Amount	\$6,720.00
Invoice 3557 from Morris Shaffer Engineering	
Total	\$6,720.00



Morris Shaffer Engineering, LLP
1300 Industrial Rd #14
San Carlos, CA 94070

Visa 9819 (Keyed) Sep 16 2020 at 4:40 PM
VISA #Pd51
Auth code: 01123D


Transactions		
Visit here to see detailed transactions.		
: Payments, Credits and Adjustments		
: Transactions		
Date	Description	Amount
Sep 16	SQ *MORRIS SHAFFER415-375-3176CA	\$6,720.00

Transactions Continued		
Date	Description	Amount
To		
Fees		
Date	Description	Amount
Total Fees for This Period		\$0.00
Interest Charged		
Interest Charge on Purchases		\$0.00
Interest Charge on Cash Advances		\$0.00
Interest Charge on Other Balances		\$0.00
Total Interest for This Period		\$0.00
Totals Year-to-Date		
Total Fees charged		\$0.00
Total Interest charged		\$0.00

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	11.90% P	\$0.00	\$0.00
Cash Advances	24.90% P	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details.

300084



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Norcon

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INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15668

DATE 03/21/2022

DUE DATE 03/21/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Concrete Inspection, Testing and Lab Services This includes inspection services provided by the inspector onsite, as well as sampling, pickup, and testing.	1	748.00	748.00
Inspection:Concrete Placement Inspection 2-1-2022.	4	112.00	
Inspection:Pickup - Cylinders Compression Pickup, 5 Cylinders	5	20.00	
Inspection:Compression Test - Cylinders Compression Test, 5 Cylinders	5	40.00	

BALANCE DUE

\$748.00

From: QuickBooks Payments quickbooks@notification.intuit.com
Subject: Payment confirmation: Invoice #15668 (Norcon)
Date: March 22, 2022 at 9:48 AM
To: jeffdemar@gmail.com



Manage payment



You paid \$748.00

to Norcon on 03/22/2022

Payment details

Invoice no.	15668
Invoice amount	\$748.00
Total amount	\$748.00
Status	Paid
Payment method	Apple Pay Visa 8909
Authorization ID	MQ0079415018

Thank you,



Norcon

(415) 692-0519

www.norcon415.com | collin@norcon415.com

470 3rd St. #105, San Francisco, CA, 94107, US

000414

ACCOUNT ACTIVITY (CONTINUED)

Date of
Transaction

Merchant Name or Transaction Description

\$ Amount

03/22	IN *NORCON 415-6920519 CA	748.00
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Norcon
470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15363

DATE 02/16/2022

DUE DATE 02/16/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Shop Weld Inspection 1-21-2022	4	112.00	448.00
Inspection:Shop Weld Inspection 1-24-2022	4	112.00	448.00
Inspection:Shop Weld Inspection 1-25-2022	4	112.00	448.00

BALANCE DUE

\$1,344.00

000416

From: QuickBooks Payments quickbooks@notification.intuit.com
Subject: Payment confirmation: Invoice #15363 (Norcon)
Date: February 17, 2022 at 6:00 PM
To: jeffdemar@gmail.com



Manage payment



You paid \$1,344.00

to Norcon on February 18, 2022

Payment details

Invoice no.	15363
Invoice amount	\$1,344.00
Total amount	\$1,344.00
Status	Paid
Payment method	Apple Pay
Authorization ID	MU0063234244

Thank you,



Norcon

415 692-0519

www.norcon415.com | collin@norcon415.com

470 3rd St. #105 San Francisco US CA 94107

ACCOUNT ACTIVITY (CONTINUED)

Date of
Transaction

Merchant Name or Transaction Description

\$ Amount

02/18	IN *NORCON 415-6920519 CA	1,344.00
02/18	AMERICAN EXPRESS	212.50

Norcon

470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15200

DATE 02/02/2022

DUE DATE 02/02/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Rebar Inspection 1-27-2022	4	112.00	448.00
Inspection:Final Letter Final Letter	1	275.00	275.00

BALANCE DUE

\$723.00

From: Norcon quickbooks@notification.intuit.com 
Subject: Invoice 15200 from Norcon
Date: February 2, 2022 at 4:54 PM
To: jeffdemar@gmail.com, Gtaba@sft-construction.com, shayan@sft-construction.com



INVOICE 15200



Norcon

DUE 02/02/2022

\$723.00

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000420

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Auto Rental Collision Damage Waiver Update

The timeframe for reporting theft or damage is now extended from 60 days to 100 days and the time to file a claim is extended from 100 days to 120 days. Please see your updated guide to benefits at www.chasebenefits.com/sapphirereserve2.

& Item was transferred from lost / stolen account.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
---------------------	--	-----------

PAYMENTS AND OTHER CREDITS

PURCHASE

02/04	IN *NORCON 415-6920519 CA	723.00
-------	---------------------------	--------

Norcon

470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15956

DATE 04/15/2022

DUE DATE 04/15/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection: Bolting Inspection 3-14-2022	4	112.00	448.00

BALANCE DUE

\$448.00

From: QuickBooks Payments quickbooks@notification.intuit.com
Subject: Payment confirmation: Invoice #15956 (Norcon)
Date: April 20, 2022 at 4:39 PM
To: jeffdemar@gmail.com



Manage payment

 **You paid \$448.00**

to Norcon on 04/20/2022

Payment details

Invoice no.	15956
Invoice amount	\$448.00
Total amount	\$448.00
Status	Paid
Payment method	Apple Pay Visa 8909
Authorization ID	MS0085007829

Thank you,



Norcon

(415) 692-0519

www.norcon415.com | collin@norcon415.com
470 3rd St. #105, San Francisco, CA, 94107, US

000423

ACCOUNTACTIVITY (CONTINUED)

Date of
Transaction

Merchant Name or Transaction Description

\$ Amount

04/13	IN *NORCON 415-6920519 CA	448.00
04/13	CASE GUATEMAL TECO 415-508-0725 CA	110.40

Norcon

470 3rd St. #105
San Francisco, CA 94107 US
(415) 692-0519
collin@norcon415.com
www.norcon415.com



INVOICE

BILL TO

Jeff DeMartini
5385 Broadway LLC

INVOICE # 15900

DATE 04/13/2022

DUE DATE 04/13/2022

TERMS Due on receipt

JOB ADDRESS

5385 Broadway

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Field Weld Inspection 3-21-2022	4	112.00	448.00

BALANCE DUE

\$448.00

ACCOUNT ACTIVITY (CONTINUED)

Date of
Transaction

Merchant Name or Transaction Description

\$ Amount

04/13	IN *NORCON 415-6920519 CA	448.00
04/13	0048 ROUND TABLE PIZZA MIL PBAE CA	50.00





City of Oakland
Transaction Receipt# 5350173
Record ID: B2102670

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

Date: 06/14/2021

ADDRESS: 5385 BROADWAY, Oakland, CA 94618
PARCEL: 048A703600801

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
General Plan Surcharge	\$ 799.20	\$ 799.20
Plan Check - Routed	\$ 2,311.57	\$ 2,311.57
City - California Building Standards Commision (CBSC)	\$ 0.50	\$ 0.50
California Building Standards Commision (CBSC)	\$ 4.50	\$ 4.50
City - Strong Motion Instrumentation Program (SMIP)	\$ 2.07	\$ 2.07
Strong Motion Instrumentation Program (SMIP)	\$ 39.37	\$ 39.37
Application Fee	\$ 74.00	\$ 74.00
Inspection Fee	\$ 1,849.25	\$ 1,849.25
Recrd Mangmnt & Tech Enhancement Fee	\$ 749.37	\$ 749.37
	\$ 5,829.83	\$ 5,829.83

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card 1279252-3	Eva DeMartini	\$ 5,829.83	\$ 0.00
Comments: Eva DeMartini			
		\$ 5,829.83	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 5,829.83

000427

Reports (1) Login

The City of Oakland just launched New Permits: The City of Oakland just launched a Special Event Permit April 2024! Mechanical, Plumbing and Electrical Permits are available on the same day!

Learn, get Ready

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Click the link to read the instructions in Spanish.

Click the link to read the instructions in Chinese.

- Home
- Building**
- Planning
- Enforcement
- Fire
- Special Activity

Apply for a Building Permit Search Building Records

Record B2102670:

(B) - Building Alteration - 3+ Residential Units or Commercial (Building)

Record Status: Final

Record Info ▾

Processing Status

- Application Intake
- Plan Routing
- Plan Check Review
- Zoning Review
- Zoning Inspection Unit Review
- Fire Marshal Review
- Constr Recycling Review
- CP Permit Compliance Review
- Final Check
- Permit Issuance
- Inspection

Assigned to TBD

Marked as Final - CO Not Required on 04/21/2022 by Joanneke F Verschuur

Certificate of Occupancy

Post Construction Monitoring

PERMIT: NON-COMPLE PERMIT
REQUIREMENT: To Have Illegally Parked Vehicle Ticked Call 510-777-3333. Applicant arranges towing. Comply with terms set forth in CVC Section 22651 (m). For Towed Vehicle: Call 510-777-3333. FOR MOVING

Sewer Lateral: Repair/replace building sewer ON PROPERTY ONLY. SL & X required beyond PL. Overflow device may be needed. If working within 25' feet of a monument you must comply with State Law 8771, contact the Inspector prior to starting excavation: minimum \$5,800.00 fine for non-compliance. USA # and date must be provided in order to have a permit issued. Permit valid for 90 days. If the work is to be performed on a designated "Creekside Property" the work will require a "Creek Protection Permit". If the property is not currently flagged in Accela as a "Creekside Property" but work will be performed within 100' of a creek channel, a "Creek Determination" should be conducted to determine if the work is subject to the Creek Protection Ordinance. Call PWA INSPECTION prior to start: 510-238-3651 or email PWA.Inspections@oaklandca.gov USA # X126-402-588-00X

Mandatory seismic retrofit for soft story designed to comply with OMC Chapter 15.27.

Reserve 2 (50') NON-METERED parking space(s) in front of parcel only for dumpster, construction vehicle, moving van or storage pod. Post No-parking signs 72 hours prior in residential areas. No impact on traffic lane or sidewalk allowed, except as noted. No-parking signs picked up by applicant after payment, 4TH FLOOR. To Have Illegally Parked Vehicle Ticked Call 510-777-3333. Applicant arranges towing. Comply with terms set forth in CVC Section 22651 (m). For Towed Vehicle: Call 510-777-3333.

Reserve 2 NON-METERED parking space(s) in front of parcel only for dumpster, construction vehicle, moving van or storage pod. Post No-parking signs 72 hours prior in residential areas. No impact on traffic lane or sidewalk allowed. No-parking signs picked up by applicant after payment, 4TH FLOOR. To Have Illegally Parked Vehicle Ticked Call 510-777-3333. Applicant arranges towing. Comply with terms set forth in CVC Section 22651 (m). For Towed

<input type="checkbox"/>	09/22/2021	Final	SL2102258	OPW - Sewer Lateral	5385 BROADWAY, Oakland CA 94618
<input type="checkbox"/>	06/11/2021	Final	B2102670	Non-Residential Building - Alteration	5385 BROADWAY, Oakland CA 94618
<input type="checkbox"/>	06/22/2020	Permit Expired	OB2001006	Obstruction	5385 BROADWAY, Oakland CA 94618
<input type="checkbox"/>	01/02/2018	Permit Expired	OB1800002	Obstruction	5385 BROADWAY, Oakland CA 94618

Soft Story Retrofit Validation

Payable To:

Pipe Spy, Inc.
PO Box 5774
Berkeley, CA 94705

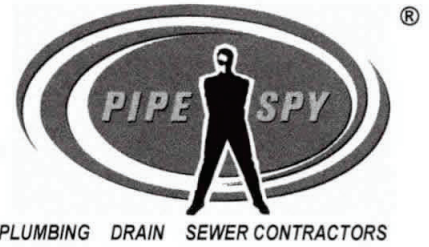
LICENSE TO ROOT #754966

OFFICE 510 465 3000

FAX 510 465 3085

moneypenny@pipespy.com

www.pipespy.com



Bill To:

5385 Broadway LLC.
Jeff DeMartini
5385 Broadway
Oakland, CA 94618

INVOICE

Date: 12/8/2021

No.: 24648

Payment is due upon receipt.

Project Location: 5385 Broadway, Oakland

DESCRIPTION	AMOUNT
Replaced the 6" clay sewer lateral from the building to the city sewer main located in front of the building via open trench installation due to PG&E gas line in the same trench. A section of the plants at the building will need to be removed.	
This scope of work included:	
* 811 markings of job site for underground utilities.	
* Open Trench excavation of the sewer lateral at the building to the city sewer main connection.	
* Open Trench installation of new 6" HDPE SDR17 pipe from the building to the city main.	
* Installation of a new cleanout fitting.	
* EBMUD / City of Oakland testing and inspection of the new sewer lateral.	
* Backfill and proper soil compaction.	
* Restoration of the disturbed yard area.	
* Removal of construction equipment and job site clean up.	
Pipe Rehabilitation - Upper lateral	12,850.00
Permit and Inspection Fees - City of Oakland	550.00
Compliance Application Fee - EBMUD fee	355.00

Quality • Satisfaction • Trust



Pipe Spy Inc. is grateful for your business! Please let us know how we can improve any part of our service to you.
We appreciate every referral to your friends and neighbors.

TOTAL \$13,755.00

Withdrawals and other debits - continued

Date	Description	Amount
01/31/22	PIPE SPY INC, DES:SALE ID: INDN:5385 BROADWAY LLC CO ID:9215986202 CCD	-13,755.00
Total withdrawals and other debits		-\$19,670.64

CDe01

Service fees

The Monthly Fee on your primary Business Advantage Relationship Banking account was waived for the statement period ending 12/31/21. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- ✓ \$15,000+ combined average monthly balance in linked business accounts has been met
- ✓ Become a member of Preferred Rewards for Business has been met

For information on how to open a new product, link an existing service to your account, or about Preferred Rewards for Business please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

INVOICE



Invoice to : S F T Construction Corp. 322 6th St Suite 4, San Francisco, CA 94110.	Invoice Date: 04/11/2022
Job Site: 5385 Broadway Oakland, CA 94618	Draw Date: 04/11/2022
	Invoice # 86
DESCRIPTION	AMOUNT
Original price	\$18,000.00
<ul style="list-style-type: none">This invoice is for walls and patches stucco work services already done with scope of works.	
1- Lathing process.	
2- Scratch coat.	
3- Brown coat.	
4-finish coat. Matching the existing texture finished of the building.	
Extra Work/Change Order	\$ 3,500.00 of
Please Due Payment of	\$21,500.00

Please Submit or send payment to:

Master Lath & Plastering Inc.

24411 Thomas Ave. Hayward Ca. 94544

For any questions regarding this invoice please call us at 510-244 9050.

WE APPRECIATE YOUR BUSINESS, THANK YOU.

000432

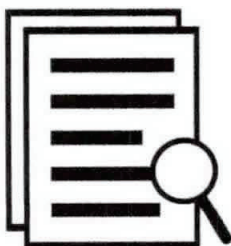
Withdrawals and other debits

Date	Description	Amount
05/17/22	WIRE TYPE:WIRE OUT DATE:220517 TIME:0500 ET TRN:2022051700025956 SERVICE REF:002967 BNF:SFT CONSTRUCTION CORP ID:2857024356 BNF BK:WEL LS FARGO BANK, NA ID:121000248 PMT DET:388040498	-21,500.00
Total withdrawals and other debits		-\$21,500.00

Service fees

Date	Transaction description	Amount
05/17/22	Prfd Rwds for Bus-Wire Fee Waiver of \$30	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



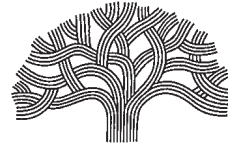
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SSM-06-21-0059.B | 3598723



ADMINISTRATIVE DECISION

CASE NUMBER: L24-0012

CASE NAME: 5385 Broadway LLC v. Tenants

PROPERTY ADDRESS: 5385 Broadway
Oakland, CA

PARTIES: Jeff DeMartini, Owner's Representative

SUMMARY OF DECISION

The Owner's petition is dismissed.

INTRODUCTION

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

BACKGROUND

On March 21, 2024, the Owner, by and through their representative, filed the petition herein for approval of a rent increase on the grounds of capital improvements made to the subject property. The petition was completed under penalty of perjury and stated that the Owner (or Owner's representative) had given the City of Oakland's Notice to Tenants of Residential Rent Adjustment Program to the tenants in each affected unit by the petition on March 21, 2024.

RATIONALE FOR ADMINISTRATIVE DECISION

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the Notice to Tenants of the Rent Adjustment Program (RAP Notice) at the start of a tenancy¹ and together with any notice of rent increase or change in the terms of a tenancy.² Likewise, the Ordinance requires an owner filing a petition seeking a rent increase to provide evidence of a current City Business License, evidence of payment of the Rent Adjustment Program Service Fee, evidence of registration with the Rent Adjustment Program, and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed.³ Effective September 21, 2016, Owners are required to provide the initial RAP Notice in the following languages: English, Spanish, and Chinese.⁴

The Owner has the burden of proving service of the RAP Notice. Failure of an Owner to provide the required notice may be cured if the Owner gives the notice at least six months prior to serving the rent increase notice on the tenant or at least six months prior to filing a petition.⁵

The Owner's Agent herein filed the petition on March 21, 2024, under the penalty of perjury. The Owner stated, under penalty of perjury, that the service of the RAP Notice to the affected tenants was done on March 21, 2024. Therefore, the service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building was not completed before the petition was filed as required. Therefore, the Owner must wait six months from the service to file a petition.

Accordingly, the petition herein filed on March 21, 2024, prior to the service of the RAP Notice, cannot proceed. As such, the petition is dismissed.

ORDER

1. Petition L24-0012 is dismissed.

2. The Remote Settlement Conference and Hearing, scheduled for July 9, 2024, is canceled.

¹ O.M.C. § 8.22.060(A).

² O.M.C. § 8.22.070(H)(1)(A).

³ O.M.C. §8.22.090(B)(1)

⁴ O.M.C. §8.22.090(B)(2)

⁵ O.M.C. § 8.22.060(C).

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: July 3, 2024

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: L24-0012

Case Name: 5385 Broadway LLC v. Tenants

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

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

Documents Included

Administrative Decision

Owner

5385 Broadway LLC
P.O. Box 1574
Burlingame, CA 94011

Owner Representative

Jeff DeMartini
P.O. Box 1574
Burlingame, CA 94011

Tenant

Ali Hemmatifar

5385 Broadway Unit 205
Oakland, CA 94618

Tenant

Dane Frederiksen
5385 Broadway Unit 101
Oakland, CA 94618

Tenant

Daniel Molina
5385 Broadway Unit 206
Oakland, CA 94618

Tenant

David Saunders
5385 Broadway Unit 308
Oakland, CA 94618

Tenant

Douglas Baker
5385 Broadway Unit 107
Oakland, CA 94618

Tenant

Eric Rech
5385 Broadway Unit 105
Oakland, CA 94618

Tenant

Evan Schwarzbaum
5385 Broadway Unit 307
Oakland, CA 94618

Tenant

Franz Brustmeyer
5385 Broadway Unit 106
Oakland, CA 94618

Tenant

Jennifer McGlinchey
5385 Broadway Unit 102
Oakland, CA 94618

Tenant

Laurie Rose
5385 Broadway Unit 305
Oakland, CA 94618

Tenant

Lujuana Treadwell
5385 Broadway Unit 103
Oakland, CA 94618

Tenant

Paul Nichols
5385 Broadway Unit 301
Oakland, CA 94618

Tenant

Ranon Dulberg
5385 Broadway Unit 201
Oakland, CA 94618

Tenant

Scott Ammon
5385 Broadway Unit 02
Oakland, CA 94618

Tenant

Theresa Gleeson
5385 Broadway Unit 104
Oakland, CA 94618

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

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

Teresa Brown-Morris

Teresa Brown-Morris
Oakland Rent Adjustment Program



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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name 5385 Broadway LLC	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 5385 Broadway, Oakland, CA 94168	
Appellant's Mailing Address (For receipt of notices) P.O. Box 1574 Burlingame, CA 94011	Case Number L24-0012
	Date of Decision appealed July 3, 2024
Name of Representative (if any) Jeff DeMartini	Representative's Mailing Address (For notices) P.O Box 1574 Burlingame, CA 94011

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

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

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

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.*

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

I served a copy of: Appeal and Explanation (insert name of document served)
 And Additional Documents

and (write number of attached pages) 2 attached pages (not counting the Appeal Form or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<u>Name</u>	Dane Frederiksen
<u>Address</u>	5385 Broadway #101
<u>City, State Zip</u>	Oakland, CA 94618
<u>Email Address</u>	dane@digitalaccomplice.com
<u>Name</u>	intentionally left blank due to page break
<u>Address</u>	
<u>City, State Zip</u>	

Name	Jennifer McGlinchey
Address	5385 Broadway #102
City, State, Zip	Oakland, CA. 94618
Email Address	jpmeg3451@gmail.com

Name	Lujuana Treadwell
Address	5385 Broadway #103
City, State, Zip	Oakland, CA. 94618
Email Address	lujuanatreadwell@gmail.com

Name	Terry Gleeson
Address	5385 Broadway #104
City, State, Zip	Oakland, CA. 94618
Email Address	5385broadway@gmail.com

Name	Eric Rech
Address	5385 Broadway #105
City, State, Zip	Oakland, CA. 94618
Email Address	ericprech@hotmail.com

Name	Franz Brustmeyer
Address	5385 Broadway #106
City, State, Zip	Oakland, CA. 94618
Email Address	franz229@yahoo.com

Name	Douglas Baker
Address	5385 Broadway #107
City, State, Zip	Oakland, CA 94618
Email Address	doubaker2@earthlink.net

Name	Ranon Dulberg
Address	5385 Broadway #201
City, State, Zip	Oakland, CA. 94618
Email Address	rdulberg@gmail.com

Name	Ali Hemmatifar
Address	5385 Broadway #205
City, State, Zip	Oakland, CA 94618
Email Address	alihemmati19@gmail.com

Name	Daniel Molina
Address	5385 Broadway #206
City, State, Zip	Oakland, CA. 94618
Email Address	dgmolina91@gmail.com

Name	Paul Nichols
Address	5385 Broadway #301
City, State, Zip	Oakland, CA. 94618
Email Address	paulette@pauletteinternational.com

Name	Scott Ammon
Address	5385 Broadway #302
City, State, Zip	Oakland, CA. 94618
Email Address	scjammon@gmail.com

Name	Laurie Jean Rose
Address	5385 Broadway #305
City, State, Zip	Oakland, CA. 94618
Email Address	writinglj@comcast.net

Name	Evan Schwarzbaum
Address	5385 Broadway #307
City, State, Zip	Oakland, CA 94618
Email Address	eschwarzbaum@gmail.com

Name	David Saunders
Address	5385 Broadway #308
City, State, Zip	Oakland, CA. 94618
Email Address	davidsaunders@yahoo.com

Email Address	intentionally left blank due to page break
----------------------	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on / 7/18/24/ / (insert date served).

Jeff DeMartini

 PRINT YOUR NAME

Jeff DeMartini

 SIGNATURE

7/18/24

 DATE

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

July 17, 2024

City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA. 94612-0243

Dear City of Oakland:

We are appealing the dismissal of our rent increase petition. As you know, we completed the seismic retrofit of 5385 Broadway as required by the City of Oakland. We filed for a petition for a rent increase. While we submitted a rather extensive package of material related to the retrofit and petition, we accidentally omitted the RAP form, which was printed for distribution. As the person who put the package together, I was a bit horrified to receive the notice that I forgot to put it in there. It was sitting in the room where the package was assembled.

Immediately upon receiving the notice, I reached out to our Program Assistant to figure out the best way to resolve the matter. While I explained to her that all residents had already received the form when they signed their lease and all receive it upon each rent increase (some residents have received it 10+ times), I wanted to make sure that they did receive the same form that should have been in the package. We discussed providing copies of the original RAP forms that were signed, but we decided that I would mail the missing form back out with a new proof of service. When I did that and submitted the proof to the Program Assistant, I asked if that was what was needed and was told “Yes, thank you for your submission.”

It should be noted that there was slight delay in sending that RAP form out as the notice also stated that the Hearing Officer wanted us to fill out a Calculator to figure out the exact rent increase amount based on a cost segregation analysis. In another rent hearing I was involved with, the Calculator was not requested, so I started work on that new item. Unfortunately, the instructions for that template had a handful of errors, so the Calculator would not calculate properly. I worked with several people at the City of Oakland to fix those items for all those using the Calculator. After that was completed, I did receive an email from Victor Ramirez, Program Manager of the Rent Adjustment Program, “I truly appreciate you raising these issues about the RAP Capital Improvements Calculator. I will work with the senior hearing officer and the Office of the City Attorney to review and address

them. However, I would like to briefly address them here, but I would also like to highlight that, if after our review of these issues, any changes are made to the calculator or to the RAP petition requirements, it would not impact your current petition.”

The calculator was then distributed to residents with the RAP form and received by the City of Oakland. An additional mailing was sent out in May when a hearing officer on another case requested additional information and I figured it was prudent to do the same with 5385 Broadway at that time. That additional information included an audit of all the invoices and included a couple corrections. Yes, I think any future petitions will go much smoother, in terms of our submissions and the Calculator.

While our RAP form and Calculator was sent on April 11th, we didn't receive any additional requests/questions/concerns from the City of Oakland until the dismissal letter was received July 8th, about 16 hours before the hearing. We obviously don't have the opportunity to speak to the hearing officer before the hearing, or in this case, before a dismissal prior to a hearing. In addition, the dismissal form referenced perjury for not including the RAP form originally, but we did not intentionally leave that form out, as has been documented.

Based on the evidence and sufficient facts provided here, we ask that you grant our appeal and hear our case. We appreciate your assistance and understanding.

Thank you,
Jeff DeMartini
Representative for 5385 Broadway LLC



MEMORANDUM

Date: July 8, 2024
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Memo and Recommendation in L22-0065 Sukarto v. Tenants
Appeal Hearing Date: September 26, 2024

Property Address: 468, 472, 474 Douglas Avenue, Oakland CA
Appellant/Owner: Abby Sukarto
Respondent/Tenant: Alejandro Reyes, Salvador Maldonado, Marcos Rios Valdez, Maria Huerta

BACKGROUND

On December 7, 2022, the owner filed a petition with the Rent Adjustment Program (RAP) seeking a rent increase based on fair return. In support of the petition, the owner submitted evidence of rent and expenses from 2014 and 2021, a copy of RAP notices served on tenants in July 2022, and a completed “Worksheet C” for fair return petitions. A hearing was initially held on April 26, 2023. The owner’s petition was denied. The owner appealed, and the case came before the Board on October 26, 2023. The Board remanded the case back to the Hearing Officer to apply the “MNOI” method set out in the regulations, to determine if the evidence is sufficient under the MNOI method, and to allow the parties to submit additional evidence upon a showing of good cause.

A remand hearing was scheduled for February 27, 2024, to allow the submission of additional evidence regarding the 2014 base year expenses.

RULING ON THE CASE

On May 3, 2024, the Hearing Officer issued a Remand Hearing Decision, once again denying the owner’s petition. The owner did not provide sufficient documentation

of expenses in the base year upon which to compare to the 2021 expenses. The owner was not able to obtain documentation from 2014 because the owner just purchased the property in 2021. As a result, the owner estimated various expenses from 2014 (garbage, insurance, maintenance/repairs, etc.). Under the regulations, the alternative for an owner who cannot provide 2014 records is to use a different base year, not to guess or estimate the expenses for 2014. Based on the documents submitted, the owner failed to sustain their burden of proof.

GROUND FOR APPEAL

The owner filed a timely appeal on the grounds that the decision denies the owner a fair return on the owner's investment. The owner argues that since 2014 records are not available, insurance expenses from 2021 may be used for the base year 2014. For maintenance/repair expenses, \$0 should be used in the base year because tenants did not object to this number in the remand hearing or submit written objections.

ISSUES

1. Is the Hearing Officer's finding that the owner failed to establish base year expenses supported by substantial evidence?

APPLICABLE LAW AND PAST BOARD DECISIONS

- **Rent Increase Based on Fair Return (Regulations 8.22.070(C)(d)):**

(1) Owners are entitled to the opportunity to receive a fair return. Ordinarily, a fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year, subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

(2) Maintenance of Net Operating Income (MNOI) Calculations

1. The base year shall be the calendar year 2014.
 - a. New owners are expected to obtain relevant records from prior owners.
 - b. Hearing officers are authorized to use a different base date, however, if an owner can demonstrate that relevant records were unavailable (e.g., in a foreclosure sale) or that use of base year 2014 will otherwise result in injustice.
2. The NOI for a property shall be the gross income less the following: property taxes, housing service costs, and the amortized cost of capital improvements. Gross income shall be the total of gross rents lawfully collectible from a property

at 100% occupancy, plus any other consideration received or receivable for, or in connection with, the use or occupancy of rental units and housing services. Gross rents collectible shall include the imputed rental value of owner-occupied units.

3. When an expense amount for a particular year is not a reasonable projection of ongoing or future expenditures for that item, said expense shall be averaged with the expense level for that item for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

(3) Owners may present methodologies alternative to MNOI for assessing their fair return if they believe that an MNOI analysis will not adequately address the fair return considerations in their case. To pursue an alternative methodology, owners must first show that they cannot get a fair return under an MNOI analysis. They must specifically state in the petition the factual and legal bases for the claim, including any calculations.

- **Case Law:**

- *MHC Operating Limited Partnership v. City of San Jose* (2003) 106 Cal.App.4th 204: Rent control laws must be reasonably calculated to provide landlords with a just and reasonable return on their property. A just, fair and reasonable return, under a rent control ordinance, is characterized as sufficiently high to encourage and reward efficient management, discourage the flight of capital, maintain adequate services, and enable operators to maintain and support their credit status; however, the amount of return should not defeat the purpose of rent control.

- **Past Board Decisions:**

- L16-0021, T16-0203 (Durham-Hammer et al. v. Tenants; Falconer v. Durham-Hammer): The Board affirmed a Hearing Decision which denied the owner's request for a rent increase based on fair return on the grounds that the owner did not provide any evidence of the amounts used in his calculation of amount invested in the subject property; the amount of appreciation; the net operating income (income v. operating expenses); average ROI on other investments having comparable risks.

RECOMMENDED OUTCOME

The office of the City Attorney recommends that the Board uphold the Hearing Officer's decision denying the owner's petition. The owner purchased the property in 2021. The owner has not submitted sufficient evidence upon which to grant a rent increase based on the constitutional principal of fair return.



MEMORANDUM

Date: September 19, 2024
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Memo in L24-0012 5385 Broadway LLC v. Tenants
Appeal Hearing Date: September 26, 2024

Property Address: 5385 Broadway, Oakland, CA

BACKGROUND

On March 21, 2024, the owner, through their representative, filed a petition for capital improvement rent increases. The petition indicated that RAP notices were provided on March 21, 2024, the same day as the petition.

On April 9, 2024, RAP sent a deficiency notice for the owner to provide evidence that RAP notices were sent to all tenants affected by the petition and to provide documentation showing justification for the rent increase.

On April 11, 2024, the owner submitted a spreadsheet of capital improvement increases and a RAP notice.

RULING ON THE CASE

On July 3, 2024, the hearing officer issued an administration decision dismissing the petition on the grounds that the owner must serve the RAP notices six months before filing a petition.

GROUND FOR APPEAL

The owner appealed the hearing decision on the following grounds:

1. The owner’s representative accidentally omitted the RAP notice with the initial petition but provided the notice immediately after receiving the deficiency notice;

2. All residents had received the form RAP notice, and some residents received it 10+ times; and
3. The owner's representative checked with the Program Assistant if the response to the deficiency notice was what was needed, and the Program Assistant said yes.

ISSUES

1. Did substantial evidence support the hearing officer's decision to dismiss the petition on the basis that RAP notices were not provided at least six months before filing the petition?

APPLICABLE LAW AND PAST BOARD DECISIONS

- **Petition Requirement (OMC 8.22.090.B.1):**

B. Owner Petitions and Owner Responses to Tenant Petitions.

1. In order for an owner to file a response to a tenant petition or to file a petition, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the Rent Adjustment Program service fee or evidence of exemption from the fee:
 - i. Evidence of service of written notice of the existence and scope of the Rent Adjustment Program as required by Section 8.22.060 on all tenants in covered units affected by the petition or response;
 - ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. Section 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;
 - d. A completed response or petition on a form prescribed by the Rent Adjustment Program;
 - e. Organized documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
 - f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

- **RAP Notice (OMC 8.22.060)**

- A. Notice at Commencement of Tenancy. The owner of any covered unit is required to comply with the following notice requirements at the commencement of any tenancy:
1. On or before the date of commencement of a tenancy, the owner must give the tenant a written notice in a form prescribed by the Rent Adjustment Program which must include the following information:
 - a. The existence and scope of this Chapter;
 - b. The tenant's rights to petition against certain rent increases;
 - c. Whether the Owner is permitted to set the initial Rent to the new Tenant without limitation (such as pursuant to the Costa-Hawkins Act (California Civil Code Sec. 1954.52));
 - d. If the Owner is not permitted to set the initial Rent to the new Tenant (such as after an eviction noticed pursuant to California Civil Code Sec. 1946), the Owner must state the Rent in effect when the prior Tenant vacated, and if the initial Rent is in excess of the Rent to the prior Tenant the basis for any Rent in excess of the Rent to the prior tenant (which can only be based on the CPI Rent Adjustment, Banking, and/or a final a final decision in an Owner's petition).
 2. The Owner must give the initial notice in three languages: English, Spanish, and Chinese.
- B. Evidence of Giving Notice. When filing an owner's response to a tenant petition or an owner's petition for a rent increase, the owner must submit evidence that the owner has given the notice required by this section to the affected tenants in the building under dispute in advance of the filing. When responding to a tenant petition, the owner may allege that the affected dwelling units are exempt in lieu of providing evidence of complying with the notice requirement. If an owner fails to submit the evidence and the subject dwelling unit is not exempt, then the owner's petition or response to a tenant's petition must be dismissed. This evidence can be a statement of compliance given under oath, however, the tenant may controvert this statement at the hearing. An owner's filing the notice in advance of petition or response prevents the owner's petition or response from being dismissed, but the owner may still be subject to the rent increase forfeiture if the notice was not given at the commencement of the tenancy or within the cure period set out in Section 8.22.060(C).
- C. Failing to Give Notice. An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to a forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

- **L23-0001, Ruelas v. Tenants**

The hearing officer dismissed an owner's petition on the grounds that RAP notices were deficient because they were not translated into Chinese and Spanish. The Board reversed the decision, holding that the filing requirement in OMC 8.22.060.B applies only to the filing requirement of the notice, and a separate section, OMC 8.22.060.C, governs the sufficiency of the notice and penalties if an inadequate notice was provided.¹ The Board instructed the Hearing Officer to consider the deficiencies of any RAP notices and apply penalties under OMC section 8.22.060.C.²

RECOMMENDED OUTCOME

Because the petition stated that the RAP notices were served and subsequently filed RAP notices, and the hearing officer dismissed the petition on the basis that the RAP notices were untimely, the facts of this case are analogous to those in *Ruelas*. Furthermore, OMC 8.22.060.B specifically states that "owner's filing the notice in advance of petition or response prevents the owner's petition or response from being dismissed, but the owner may still be subject to the rent increase forfeiture if the notice was not given at the commencement of the tenancy or within the cure period set out in Section 8.22.060(C)."

Accordingly, the Office of the City Attorney recommends that the Board reverse the hearing decision that dismissed the petition and remand the decision for the hearing officer to follow OMC 8.22.060.B-C and L23-0001, *Ruelas v. Tenants*.

¹ Vice Chair Oshinuga moved to reverse the Hearing Officer's decision to dismiss the petition on the grounds that OMC section 8.22.060B applies only to the filing requirement of the RAP notice; and whereas OMC section 8.22.060C applies to the sufficiency of the RAP notice. Here, there is substantial evidence that the owner filed evidence consistent with OMC section 8.22.060B of providing a RAP notice to each tenant. Any penalties as a result of a deficient notice are to be considered under OMC section 8.22.060C. Additionally, the case is to be remanded to the Hearing Officer to render a new decision applicable to all units. The Hearing Officer may consider the deficiencies of any RAP notices and apply any penalties under OMC section 8.22.060C.

² C. Failing to Give Notice. An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to a forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.



CITY ATTORNEY'S OFFICE

**CITY OF OAKLAND HOUSING,
RESIDENTIAL RENT AND RELOCATION BOARD**

RESOLUTION NO. _____ C.M.S.

INTRODUCED BY BOARD CHAIR DENARD INGRAM

**RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL
APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT
PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF
MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND
RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2)
RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE
REGULATION AMENDMENT**

WHEREAS, Oakland Municipal Code ("O.M.C.") 8.22.040.D.2. currently outlines that the Housing, Residential Rent and Relocation Board ("Board") may develop or amend the regulations for the Residential Rent Adjustment Program Ordinance ("Regulations"), subject to City Council approval; and

WHEREAS, the Board composition consists of two members who are tenants, two members who are residential rental property owners, and three members who are neither, referred to by the Board as "Undesignated" members, in addition to alternates; and

WHEREAS, the Regulations require the Board to elect Board officers (Chair and Vice-Chair) each year, and currently require that such officers be selected from among members who are Undesignated; and

WHEREAS, Oakland is the only Bay Area jurisdiction that requires its rent board to elect its officers from only one category of board member, those who are Undesignated, thereby preventing Board members who are tenants or residential rental property owners from serving as officers; and

WHEREAS, the Board seeks to provide all regular members an opportunity to serve as officers, including Chair and Vice-Chair; now, therefore, be it

RESOLVED: That subsection C ("Officers") of 8.22.040 of the Rent Adjustment

Program Regulations is hereby amended as follows (additions are shown in double underline and deletions are shown in ~~strikethrough~~):

C. Officers

1. The Board shall select a Chair from among the Board's regular members ~~who are neither tenants nor residential rental property owners~~. Each Appeal Panel shall be chaired by the member of that panel who is neither a tenant nor a residential rental property owner.
2. The Board may also select a Vice-Chair from among its regular members ~~(who is neither a Tenant nor an Owner)~~ to act as Chair in the Chair's absence.
3. The Officers shall serve one-year terms.
4. The Board shall elect Officers each year at the second meeting in February.
5. The Chair votes on matters as any other Board member.

FURTHER RESOLVED: That the Housing, Residential Rent and Relocation Board recommends the City Council approve the amendments to the Rent Adjustment Program Regulations as set out herein.

FURTHER RESOLVED: That the Board Chair, or their designee from the Board, is authorized to speak in support of this resolution before the City Council and its committees.

APPROVED BY THE FOLLOWING VOTE:

AYES: BRODFUEHRER, DEBOER, ESCOBAR, OSHINUGA, TAYLOR, WILLIAMS,
AND CHAIRPERSON INGRAM

NOES:

ABSENCES:

ABSTENTIONS:

Date: _____

ATTEST: _____

NYILA WEBB
Rent Adjustment Program



Housing, Residential Rent and Relocation Board (HRRRB) Training Schedule 2024

The Housing, Residential Rent and Relocation Board (HRRRB) 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 subject matters and topics.

The HRRRB will continue to participate in multiple trainings throughout 2024 during some of the full board meetings, beginning in January.

Full Board Meeting: January 25, 2024

Rent Registry Update & Overview

Full Board Meeting: March 28, 2024

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

Full Board Meeting: May 23, 2024

Rules of Evidence & Appeals

Full Board Meeting: July 25, 2024

Robert’s Rules of Order

Full Board Meeting: September 26, 2024

The Brown Act

Full Board Meeting: December 12, 2024

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